

**BOROUGH OF WENONAH
GLOUCESTER COUNTY, NEW JERSEY**

RESOLUTION # 2023-45

**APPROVING THE SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH
OF WENONAH AND THE TOWNSHIP OF MANTUA
FOR CONSTRUCTION CODE AND PROPERTY MAINTENANCE SERVICES**

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1, et seq., municipalities within the State of New Jersey are permitted to enter into agreements with local units for any service or circumstance intended to reduce property taxes through the reduction of local expenses; and

WHEREAS, the Shared Services Agreement dated January 1, 2023, (attached hereto as Exhibit "A"), by and between the Township of Mantua, a Municipal Corporation located in Gloucester County, New Jersey, with an address of 401 Main Street, Sewell, NJ 08051 (hereinafter referred to as "Provider"), and the Borough of Wenonah, a Municipal Corporation located in Gloucester County, New Jersey, with an address of 1 South West Avenue, Wenonah, NJ 08090 (hereinafter referred to as "Recipients"), which Agreement is intended to provide Code Administration and Enforcement of the Uniform Construction Code and its Sub Codes and Property Maintenance Services; and

WHEREAS, the Borough of Wenonah is in need of the services of licensed personnel in order to perform Construction Official, Zoning Official and Code Enforcement duties pursuant to the Uniform Construction Code Act within Wenonah's jurisdiction; and

WHEREAS, the Township of Mantua is willing to assist the Borough of Wenonah by permitting its personnel to provide the services to Wenonah; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the act, the Township of Mantua and the Borough of Wenonah have negotiated an Agreement for the shared provision of the services within their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Borough Counsel of the Borough of Wenonah, in the County of Gloucester, and State of New Jersey, that the Shared Services Agreement with the Township of Mantua for Construction Code and Property Maintenance Services is hereby approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and Clerk of the Borough of Wenonah, Gloucester County, New Jersey, are hereby authorized as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached Shared Services Agreement with the Township of Mantua for services in accordance with the terms and provisions set forth.
2. A copy of the Agreement shall be filed with the Borough Clerk and shall be open for public inspection at the Borough Municipal Building upon adoption of this Resolution.
3. The Agreement shall take effect on immediately.
4. A copy of the Agreement shall be sent to the State of New Jersey, Division of Local Government Services in the Department of Community Affairs.
5. This Resolution shall take effect immediately upon adoption according to law.

ADOPTED at a regular meeting of the Mayor and Council of the Borough of Wenonah, County of Gloucester, State of New Jersey held on March 23, 2023.

BOROUGH OF WENONAH

Jessica S. Doheny, Mayor

ATTEST:

KAREN L. SWEENEY, Municipal Clerk



PETER SCIRROTTO
MAYOR

TOWNSHIP OF MANTUA

Gloucester County, New Jersey

JOHN LEGGE
*TOWNSHIP
COMMITTEE*

BOB ZIMMERMAN
DEPUTY MAYOR

401 Main Street • Mantua, NJ 08051
(856) 468-1500 • Fax (856) 464-1022
www.mantuatownship.com

EILEEN LUKENS
*TOWNSHIP
COMMITTEE*

SHAWN LAYTON
*TOWNSHIP
COMMITTEE*

February 23, 2023

Karen Sweeney
Borough of Wenonah
1 South West Avenue
Wenonah, NJ 08090

RE: Shared Service Agreement

Ms. Sweeney:

Enclosed please find the executed agreement for the **Shared Service Agreement for Construction Code & Property Maintenance Services**

Please have this agreement signed and return an executed copy to this office.

Sincerely,

Pamela LeVine
Township Deputy Clerk

RESOLUTION R-50-2023

**MANTUA TOWNSHIP
GLOUCESTER COUNTY**

**RESOLUTION OF THE TOWNSHIP OF MANTUA APPROVING A SHARED
SERVICE AGREEMENT BETWEEN
THE TOWNSHIP OF MANTUA AND THE BOROUGH OF WENONAH
FOR CONSTRUCTION CODE AND PROPERTY MAINTENANCE SERVICES**

THIS AGREEMENT is made this 1st day of January 2023 by and between the Township of Mantua, a Municipal Corporation, located in Gloucester County, New Jersey with an address of 401 Main Street, Sewell NJ 08051 hereinafter referred to as “Provider” and the Borough of Wenonah, a Municipal Corporation, located in Gloucester County, New Jersey with an address of 1 South West Avenue, Wenonah, NJ 08090 hereinafter referred to as “Recipients”, which Agreement is intended to provide Code Administration and Enforcement of the Uniform Construction Code and its Sub codes and Property Maintenance Services.

WHEREAS, the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A:65-1 et seq (the “Act”), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide in its own jurisdiction; and

WHEREAS, the Borough of Wenonah is in need of the services of licensed personnel in order to perform Construction Official, Zoning Official and Code Enforcement duties pursuant to the Uniform Construction Code Act within Wenonah’s jurisdiction;

WHEREAS, the Township of Mantua is willing to assist the Borough of Wenonah by permitting its personnel to provide the services to Wenonah; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Township of Mantua and the Borough of Wenonah have negotiated an Agreement for the shared provision of the services within their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

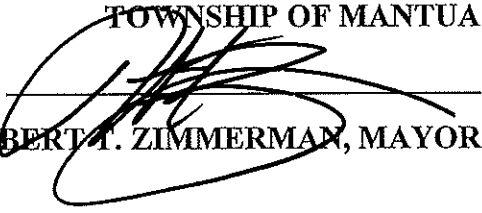
WHEREAS, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

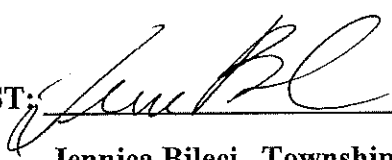
NOW THEREFORE, WITNESSETH, the Township of Mantua and the Borough of Wenonah, for the consideration hereafter named, hereby agree as follows:

1. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of the Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

IN WITNESS WHEREOF, the undersigned representatives for the Municipal parties to this Agreement do represent with their signatures that the Municipal entity for which they are an elected or appointed official has duly adopted this Agreement pursuant to a valid Ordinance and resolution.

This Resolution was adopted at a meeting of the Township Committee held on February 13, 2023.

TOWNSHIP OF MANTUA
 By: 
 ROBERT T. ZIMMERMAN, MAYOR

ATTEST: 
 Jennica Bileci, Township Clerk

	Scirrotto	Zimmerman	Legge	Lukens	Layton
YES	✓	✓	✓	✓	✓
NO					
ABSTAIN					
ABSENT					

SHARED SERVICE AGREEMENT BETWEEN
THE TOWNSHIP OF MANTUA AND THE BOROUGH OF WENONAH
FOR CONSTRUCTION CODE AND PROPERTY MAINTENANCE SERVICES

THIS AGREEMENT is made this 13 day of February 20__ by and between the Township of Mantua, a Municipal Corporation, located in Gloucester County, New Jersey with an address of 401 Main Street, Sewell NJ 08051 hereinafter referred to as "Provider" and the Borough of Wenonah, a Municipal Corporation, located in Gloucester County, New Jersey with an address of 1 South West Avenue, Wenonah, NJ 08090 hereinafter referred to as "Recipients", which Agreement is intended to provide Code Administration and Enforcement of the Uniform Construction Code and its Sub codes and Property Maintenance Services.

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq (the "Act"), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide in its own jurisdiction; and

WHEREAS, the Borough of Wenonah is in need of the services of licensed personnel in order to perform Construction Official, Zoning Official and Code Enforcement duties pursuant to the Uniform Construction Code Act within Wenonah's jurisdiction;

WHEREAS, the Township of Mantua is willing to assist the Borough of Wenonah by permitting its personnel to provide the services to Wenonah; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Township of Mantua and the Borough of Wenonah have negotiated an Agreement for the shared provision of the services within their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW THEREFORE, WITNESSETH, the Township of Mantua and the Borough of Wenonah, for the consideration hereafter named, hereby agree as follows:

ARTICLE I: SCOPE of SERVICES

A. CONSTRUCTION OFFICIAL , ZONING OFFICIAL and CODE ENFORCEMENT DUTIES:

1. Provider shall furnish to the Recipient the services of licensed personnel in order to perform Construction Official, Zoning Official and Code Enforcement duties pursuant to the Uniform Construction Code Act within Wenonah's jurisdiction.
2. The following administrative and enforcement activities will be performed by the Provider:
 - a. Construction Code Official
 - b. Building Sub-Code Official
 - c. Plumbing Sub- Code Official
 - d. Electrical Sub-Code Official
 - e. Elevator Sub-Code Official
 - f. Fire Sub Code Official
 - g. Zoning Official

B. PROPERTY MAINTENANCE INSPECTIONS:

1. The Provider shall furnish to the Recipient the services of Property Maintenance Inspector for a minimum of 1 hour per week. Additionally, said inspector shall also testify in court if necessary regarding a violation issued in Recipient Municipality.
2. All citizen inquiries and Complaint resolutions shall be handled through the Provider. The Business Administrator of the Provider shall handle any public Complaints involving the Construction Code Official and staff.

C. DESIGNATION AS GENERAL AGENT:

1. The Provider is designated as the Agent of the Recipient, to furnish it with Code Administration and Enforcement Services of the Uniform Construction Code and its Sub Codes.
2. Additional municipalities may be added as new participants to this Agreement with any such additions to be by amendment to the existing agreement.

D. DESIGNATION AS CODE OFFICIALS:

1. The Code and Sub Code Official(s) shall be designated by the Provider as the Code and Sub Code Official for the Enforcement of the State Uniform Construction Code and related Ordinances of the Recipient.
2. Said designation shall be by letter which shall be on file with the Provider, the recipients and the New Jersey Department of Community Affairs Bureau of Regulatory Affairs.

E. HOURS OF OPERATION:

1. The Provider shall provide their services to the Recipient on a part-time basis. The services shall be performed out of the Municipal Offices of the Provider. In the event that the Recipient requests that the personnel perform services that are outside the scope of a normal workday, then the Recipient shall reimburse the Provider for all costs associated with their performance of such services, including any applicable overtime charges.
2. The following are the scheduled hours for the Construction Code and Sub-Codes, Property Maintenance Inspector and Zoning Officer and Staff:

Construction Official and Building Sub-Code:	Tuesday: 6 pm – 7:30 pm Friday: 8:30 am to 4:30 pm
Building/Housing Inspector:	Monday – Thursday: 8:30 am – 11:30 am
Electrical Inspector:	Monday: 3 pm – 6 pm Tuesday & Thursday: 3:30 P.M. – 6:30 P.M.
Plumbing Inspector:	Tuesday & Thursday: 4 pm – 6 pm
Fire Inspector:	Tuesday & Thursday: 9 am – 11 am.
Code Enforcement Officer:	Monday & Wed: 8:30 am – 4:30 pm Tues. & Thursday: 8:30 am – 12:30 pm
Zoning Officer/Land Use:	Tues. & Thursday: 8:30 am – 4:30 pm

F. **MAINTENANCE of RECORDS:**

1. All records relating to the services performed on behalf of the Recipient shall be maintained in the Municipal Offices of the Provider.
2. Inspectors shall maintain documented records of activity on forms approved by the Construction Official, recording all inspections and activities.
3. All active files, records and support documentation shall be available to appropriate officials and offices of each respective participating municipality.
4. Upon completion of or closure of each project or permit, those records shall be returned to the Municipal Offices of the Recipient.

G. **EXCLUDED ACTIVITIES:**

1. Housing Inspections are specifically excluded from this agreement.

H. **RECIPIENT PROJECTS:**

1. All fees for municipal projects of the Recipient shall be waived provided any required inspections are performed during the Provider's normal business hours. In the event that the Recipient requests that the personnel perform services that are outside the scope of a normal workday, then the Recipient shall reimburse the Provider for all costs associated with the performance of such services, including any applicable overtime charges.

ARTICLE II: COMPENSATION:

- A. In consideration for the services to be rendered, the Recipient shall pay **\$75,000.00 with no increases for the remaining three years.** This sum shall represent payment of salary and benefits for the personnel, which shall be to the Provider.
- B. Cost distribution for the operation in 2023 of this agreement shall be at the percentage allocations listed below:

Mantua Township Share:	81%
Wenonah Borough Cost:	19%

- C. For 2024, 2025, 2026, there will be no cost increases.
- D. It is mutually agreed to by both parties to this agreement that if unique time consuming construction projects take place in one of the municipalities that the Construction Code Official operates and reports cannot be handled in the normal time allocated, that the municipality may be required to pay for the extra time, through the Provider, over and above the cost sharing methodology above.
- E. The parties mutually agree to revisit the terms and conditions to compensation on an annual basis, and the parties expect that an amendment to this Agreement shall be mutually approved by the governing bodies of both parties reflecting a revised compensation schedule as needed. Upon approval of such amendment by both governing bodies, then such revised compensation schedule shall replace the terms and conditions set forth in this Section and shall govern the compensation to be paid for the services from that point forward and until the conclusion of this Agreement, unless further amended by mutual agreement of the parties.

F. QUARTERLY PAYMENTS BY RECIPIENT TO PROVIDER:

1. The Recipient shall provide sufficient funds in their budget to cover estimated Contract costs. It is further agreed that Recipient shall provide quarterly payments for the service charges based on the sums shown under Article II, Section A, B for the duration of their term of contract.
2. The Provider will calculate the anticipated costs of a calendar quarter pro-rating where appropriate and submit a bill to the Recipient by the end of the 1st month of the calendar quarter.

ARTICLE III: FEES

A. RETENTION:

1. All license fees, permit fees and other fees collected by the Construction Code Agency and Zoning Office shall be considered revenue of the participating municipality as such fees relate to permits or other fees attributable to such Municipalities. All fees collected by the Provider shall be applied as a credit against the compensation (Article II above) owed by Recipient.

B. COLLECTION:

1. Collection of fees shall be the responsibility of the Construction Official and Director of Zoning. Quarterly Reports of revenues received shall be provided to each participating Municipality.

C. RATE SCHEDULE:

1. Each participating Municipality shall adopt the appropriate Ordinance to set a rate schedule which shall provide for a common rate. The rate schedule will in accordance with the Provider.

ARTICLE IV: PERSONNEL

- A. During the term of this Agreement, the Construction Official, Sub Code Officials, Code Enforcement Officer, Zoning Officer and clerical staff shall be considered employees of the Provider. While performing services for the Recipient, the Construction Official shall report to the persons or persons designated by the Recipient's Mayor and/or Business Administrator.
- B. The Construction Code Official shall be responsible for the operation and supervision of the Construction Code Enforcement Office of each municipality and shall direct and supervise all activities and employees of each office. The Director of Zoning shall be responsible for the operation and supervision of the Zoning Officer and Code Enforcement Office and shall direct and supervise all activities and employees of each office.

- C. The Construction Code and Sub Code Official and Inspectors shall be properly licensed Code Enforcement Officials under New Jersey Law.
- D. The Clerical Support Staff shall provide appropriate assistance to support the work performed by the Construction Official, Zoning Official and Code Enforcement Officials.
- E. At all times, the Provider shall maintain responsibility for and control over the personnel hired to operate the department.

V. ENFORCEMENT

A. INVESTIGATIONS AND INSPECTIONS:

- 1. The Construction Code Official shall conduct investigations and inspections or supervise personnel in making same and inform the Provider and Recipients regarding any violation of Statutes to the Uniform Construction Code in their respective municipality.

B. COORDINATION WITH MUNICIPAL ATTORNEYS:

- 1. The Construction Code Official shall provide the Provider and the Recipients with evidence of violations and assist the appropriate municipal attorney(s) in obtaining compliance and enforcing compliance with the law.
- 2. Each municipality shall be solely responsible for its own enforcement actions. The sole cost for enforcement activities including but not limited to legal actions and collection of any fines and/or penalties assessed as the result of a legal action shall be born solely by the municipality within which the violation occurred. The Provider shall only be responsible for insuring the Construction Official and/or other Sub-code Officials and or Inspectors are available to testify and provide documentation substantiating any investigation they had undertaken and the results thereof.

C. SUMMONS POWER:

- 1. The Construction Code Official shall have the power to issue Notices and Summons for violations on behalf of the Provider and the Recipients.

ARTICLE V: REPORTS AND MEETINGS

A. REPORTS:

1. The Construction Official shall furnish the Provider and the Recipient with a written report of services rendered to each respective municipality within thirty (30) days following the end of each calendar quarter.
2. The Provider shall the Recipients with a written estimate to be provided not later than November 1 of each calendar year.
3. The Construction Official shall furnish the Provider and the Recipient with an annual report of services rendered to each respective Municipality.

B. MEETINGS:

1. All duly authorized Representatives of the Provider and the Recipients shall meet together on an as needed basis. Discussions will cover mutual problems and needs of the Municipalities.

ARTICLE VI: INSURANCE

A. WORKERS COMPENSATION INSURANCE:

1. The Sub Code Officials, CCO, and Code Enforcement Officer will remain employees of the Township of Mantua, covered by the Township of Mantua's workers compensation policy, even when performing services in the Borough of Wenonah pursuant to the terms of this agreement.

B. INSURANCE:

1. At all times during the term of this Shared Services Agreement, Wenonah Borough 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, law enforcement, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this agreement.

ARTICLE VII: DURATIONS OF CONTRACT, TERMS

A. DURATION:

1. The duration of this Agreement shall be for a period of four years. Notwithstanding the foregoing, by Resolution of Agreement by both parties, this Agreement may be extended.

B. TERMINATION:

1. A participating municipality may terminate its participation under this agreement on January 1 of any calendar year during the life of the agreement by providing not less than ninety (90) days advance written notice to the Provider and all Recipients unless a lesser time or other effective date is agreed to by the other member.
2. The terminating municipality shall pay their share of the expenses up to the time of ~~their~~ withdrawal, as well as any cost associated with withdrawal.

C. AMENDMENT:

1. The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each municipality or his/her designated Representative, and specifies the date the provisions of such amendment shall be effective.

D. HOLD HARMLESS AND INDEMNIFICATION:

1. The Recipient shall indemnify and hold the Provider, its officers, employees and agents, harmless from and against any and all claims of whatever nature or type arising from the provision of the services to the Recipient, so long as the actions upon which the demand or claim, or assertion of liability, are founded were performed in the course of carrying out official duties on behalf of the Recipient, and were not out of the scope of performing official duties or performed bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act.
2. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person.

E. SEVERABILITY:

1. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

F. WAIVER:

1. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of the Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

IN WITNESS WHEREOF, the undersigned representatives for the Municipal parties to this Agreement do represent with their signatures that the Municipal entity for which they are an elected or appointed official has duly adopted this Agreement pursuant to a valid Ordinance and resolution.

ATTEST:

**TOWNSHIP of MANTUA:
BY:**



Jennica Bileci, Township Clerk



ROBERT T. ZIMMERMAN, Mayor

ATTEST:

**BOROUGH of WENONAH:
BY:**

Karen Sweeney, Borough Clerk

JESSICA DOHENY, Mayor

**BOROUGH OF WENONAH
RESOLUTION 2023-46**

**RESOLUTION AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH GLOUCESTER COUNTY
FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

WHEREAS, the County of Gloucester has received a FFY 2022 Community Development Block Grant (“CDBG”) under Title I of the Housing and Community Development Act of 1974, as amended, and has agreed to provide CDBG funding in the amount of \$136,500, for the removal of architectural barriers at John and Kathy Howard Memorial Park at Wenonah Lake for the purpose of increasing accessibility and recreational opportunities for the physically disabled and for providing safety measures to assist in preventing the spread of infectious disease; and

WHEREAS, the County of Gloucester has prepared an Agreement for Use of Community Development Block Grant Funds between Gloucester County and the Borough of Wenonah, dated March 1, 2023, in the amount of \$136,500, and attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Wenonah, in the County of Gloucester, and State of New Jersey, as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute the Agreement between the County of Gloucester and the Borough of Wenonah
2. That the expenditure of municipal funds pursuant to the terms of the Agreement is hereby authorized.

ADOPTED at a meeting of the Mayor and Council of the **BOROUGH OF WENONAH**, in the County of Gloucester and the State of New Jersey, held on March 23, 2023.

BOROUGH OF WENONAH

Jessica S. Doheny, Mayor

ATTEST:

Karen L. Sweeney, Municipal Clerk



March 2, 2023

BOARD OF
COUNTY COMMISSIONERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

COMMISSION DIRECTOR
Frank J. DiMarco

Borough of Wenonah
Attn: Ms. Karen Sweeney
1 Southwest Avenue
Wenonah, NJ 08090

RE: CV-PF#3 Community Development Block Grant
ADA and Park Improvements to John & Kathy Howard Park

Dear Ms. Sweeney,

Please find enclosed an agreement for use of Community Development Block Grant Funds between the County of Gloucester and Borough of Wenonah for the above-mentioned project. The County agrees to provide CDBG funding in the amount of \$136,500.00. Please sign and return the agreement within seven (7) business days to the Gloucester County Purchasing Department, Attn: Ms. Kimberly Larter, PO Box 337, Woodbury, NJ 08096.

Please follow the steps listed below in order to expedite this agreement:

- **Affix your signature in blue ink and have same attested to**
- **Certificate of Insurance naming the County as certificate holder as well as additional insured (Certificate Holder name should read as follows)**



COUNTY TREASURER'S
OFFICE

TREASURER/CFO
Tracey N. Giordano

Phone: 856-853-3353
Fax: 856-251-6778

PURCHASING OFFICE
Phone: 856-853-3420
Fax: 856-251-6777

PO Box 337
Woodbury, NJ 08096

www.gloucestercountynj.gov

County of Gloucester
Board of County Commissioners
It's Department & Agencies et al
PO Box 337
Woodbury, NJ 08096

Upon execution by the County, a copy will be returned to you for your files.
Thank you for your cooperation in this matter.

Sincerely,

Kimberly Larter,
Qualified Purchasing Agent

3/1/23

HUD GRANT NO: B-20-UW-34-0109
TOTAL AMOUNT: >\$136,500
GC AGREEMENT NO: CV-PF#3

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF WENONAH**

THIS AGREEMENT, made and entered into on the 1ST day of March, 2023, by and between **County of Gloucester**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the County”, and the **Borough of Wenonah**, a Gloucester County unit of local government, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2022** Community Development Block Grant, hereinafter referred to as “CDBG” under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, the County has received its allocation of supplemental Community Development Block Grant (CDBG-CV) funding for grants to prevent, prepare for, and respond to coronavirus as a result of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, signed into law on March 27, 2020 to respond to the growing effects of this historic public health crisis; and

WHEREAS, CDBG-CV funds has been appropriated by the Gloucester County Board of Commissioners for award to certain Subrecipients for the implementation of activities determined to be CDBG eligible by the County and prevent, prepare for, and respond to coronavirus; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG and/or CDBG-CV assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with the Subrecipient Monitoring Policy requirements included as Exhibit 3; with any amendment to this Agreement, included as Exhibit 4, if applicable, with the Subrecipient Report requirements included as Exhibit 5, if applicable; and, with the property use requirements included as Exhibit 6, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** – The Subrecipient shall expend all or any part of it CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from **March 1, 2023 to August 31, 2023**.

Subrecipient shall be paid in accordance with this Agreement 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 Subrecipient 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 Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Commissioners.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. "Force Account" Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.
6. Record Keeping/Reporting
 - A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such

disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Services" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 5, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG-CV funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it 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.

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their 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 its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of

supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties’ governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement,

the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

19. Term of Agreement – The Agreement shall be effective on **March 1, 2023** and terminate on **February 29, 2024**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act

Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$200,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the

Subrecipient's audit.

22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable and as amended. These documents are incorporated as a part of this Agreement by reference, herein.

The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. Performance - The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

24. Contract Parts - This Agreement consists of this Agreement, Exhibit 1 (Grantee Certificate), Exhibit 2 (Scope of Services), Exhibit 3 (Subrecipient Monitoring Policy), and any specifications issued by the County in connection with the work to be performed which are incorporated in its entirety and made a part of this contract by reference. If there is a conflict between any of the attachments and the specifications, the specifications will control. If there is a conflict between any of the attachments or the specifications and the Agreement, then this Agreement will control.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

Borough of Wenonah

County of Gloucester

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: **Frank J. DIMARCO, Director**
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **Laurie J. Burns, Clerk of the Board**
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
 8. The site(s) for the performance of work done in connection with the specific grant:

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

**Borough of Wenoanh
John & Kathy Howard Park
Wenoanh, NJ**

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).

2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.

3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.

5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).

6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule applies to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Borough of Wenonah**

Activity Name: **ADA and Park Improvements to John & Kathy Howard Park**

Activity Number: **CV-PF#3**

ACTIVITY DESCRIPTION

1. The total **CARES Act CDBG-CV** budget for this activity shall not exceed **\$136,500.00** and such CDBG funds provided through this Agreement must be fully expended from **March 1, 2023 to August 31, 2023**. The Agreement shall be effective on **March 1, 2023** and terminate on **February 29, 2024**.

The Agreement is for ADA access improvements that would include construction of ADA Parking Spaces, a new accessible gate, and the sidewalks & ramps needed to provide ADA access into the Lake Facility from the existing parking lot and, while in the lake facility, ADA Access to the bathrooms, to the lake shoreline; ADA bathroom improvements would include modifications to the existing bathrooms for purposes of ADA compliance, i.e. adjusting fixture heights, adding touchless facilities. The CCDBG-CV tieback is to provide safe fitness, outdoor or social space where insufficient facilities are available. This activity is funded as a presumed low mod income category for that benefits seniors and disabled persons.

EXHIBIT 3

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
 - time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient
 - contractor payroll for Davis-Bacon verification, as applicable
 - program income, if any

4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
 - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
 - The County will complete its formal monitoring evaluation of its subrecipients no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

SUBRECIPIENT MONITORING SCHEDULE

Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
 - progress toward achievement of assignment
 - compliance with program requirements
 - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
 - staffing adequacy and quality of performance
 - adjustments necessary (if any) to the assignment
 - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	
	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____ Date: _____	

II. EVALUATOR REVIEWED

- | | | |
|--|--|----------------------------------|
| <input type="checkbox"/> Funding Application | <input type="checkbox"/> Program Files | <input type="checkbox"/> Audit |
| <input type="checkbox"/> Program | <input type="checkbox"/> Agreement/Budget Client | <input type="checkbox"/> Files |
| <input type="checkbox"/> Demands/Invoices | <input type="checkbox"/> Personnel/Volunteer Files | <input type="checkbox"/> Current |
| <input type="checkbox"/> Quarterly Reports/Backup
Budget/Sources&Uses | <input type="checkbox"/> Accounting Files & Procedures | |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Previous Monitoring Reports | |
| | <input type="checkbox"/> Marketing Materials | |

III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
 - Area Benefit (Census Tract #: _____)
 - Presumed Beneficiary (Specify: _____)
 - 51% Low / Mod
- Prevention or elimination of slums or blight
- Urgent Need

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) _____

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

Describe the program's intake and service delivery process: _____

List program contracted goals:

<u>Objective</u>	<u>Performance</u> (as of _____)
1.	
2.	
3.	

Is the program meeting its contracted goals? YES NO If not, explain why not? _____

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). _____

Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

What is the process of summarizing client records into reports? _____

Does the subrecipient submit timely quarterly reports? YES NO

Does the subrecipient use unduplicated numbers on quarterly reports? YES NO

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

- Files available & accessible 5-year file retention
- Copy of contract & monitoring procedures for subcontractor, if applicable (N/A) Current income limits in file

Client Files

- | | |
|--|---|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted identified | <input type="checkbox"/> Female Head of household |
| <input type="checkbox"/> Urban County Resident? | <input type="checkbox"/> Date client applied for |
| <input type="checkbox"/> services | <input type="checkbox"/> Household Income level provided |
| <input type="checkbox"/> Documentation on the type & duration of services | <input type="checkbox"/> Source & amount of all household |
| <input type="checkbox"/> Number in household income | <input type="checkbox"/> ethnic categories used |
| Ethnicity, age, gender of applicant | Updated Job placement information |
| Follow-up services | |

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

NO

YES

- | | | |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files? | | |

VIII. MARKETING

Describe method of outreach/advertising the program. _____

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

YES NO

Is a Fair Housing logo displayed? YES NO N/A

IX. ORGANIZATION INFORMATION

- Personnel files include:
- Job title & description
 - Qualifications
 - Background check, if necessary

	YES	NO
Does the organization have personnel policies, drug policy and affirmative action policy?	<input type="checkbox"/>	<input type="checkbox"/>
Does the organization have policies and procedures to address personnel complaints?	<input type="checkbox"/>	<input type="checkbox"/>
Does the organization have policies and procedures to address client complaints?	<input type="checkbox"/>	<input type="checkbox"/>
Are Equal Opportunity posters displayed?	<input type="checkbox"/>	<input type="checkbox"/>

Are there any staffing issues? YES NO If Yes, explain. _____

Are there staff turnover concerns? YES NO If Yes, explain. _____

How many volunteers are working on the program? _____

Are volunteers trained as necessary? YES NO

How are volunteer hours tracked? _____

X. OTHER INFORMATION

In what areas are technical assistance/training needed? _____



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____ Date: _____	

II. FINANCES

Total amount budgeted for this program year: _____

Total amount expended through quarter ending _____: _____

Total amount of CDBG disbursements through quarter ending _____: _____

Timely submission of demands YES NO If No, explain. _____

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: _____

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

- | | | | | |
|---|--------------------------|--------------------------|-----|-----------------------------|
| 1. Are budgets compared to actual expenses/revenues during the year? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 2. Are significant variances from the budget researched and explained? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? | | <input type="checkbox"/> | YES | <input type="checkbox"/> NO |
| | | <input type="checkbox"/> | YES | <input type="checkbox"/> NO |
| 4. Are receipts logged at the time mail is opened? | | | | |
| 5. Who deposits receipts into the bank? | | | | |
| 6. Who compares the deposits to the log of receipts? | | | | |
| 7. Who posts the receipts into the accounting system? | | | | |
| 8. Who approves invoices for payment? | | | | |
| 9. Who codes the invoice/check request for program and funding source? | | | | |
| 10. Who prepares the checks? | | | | |
| 11. Who signs the checks? 12. Who mails the checks? | | | | |
| 13. Who posts the disbursements into the accounting system? | | | | |
| 14. Who is primarily responsible for program accounting? | | | | |
| 15. Are bank accounts reconciled timely and reviewed by an independent person? | | <input type="checkbox"/> | YES | <input type="checkbox"/> NO |
| | | <input type="checkbox"/> | YES | <input type="checkbox"/> NO |
| 16. Are timesheets signed by the employee and supervisor? | | <input type="checkbox"/> | YES | <input type="checkbox"/> NO |
| 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? | | <input type="checkbox"/> | YES | <input type="checkbox"/> NO |
| | | <input type="checkbox"/> | YES | <input type="checkbox"/> NO |
| 18. Is there an accounting procedure manual? Is it up to date? | | <input type="checkbox"/> | YES | <input type="checkbox"/> NO |
| 19. Are fees charged for services? | | <input type="checkbox"/> | YES | <input type="checkbox"/> NO |
| 20. Is program income generated? Is it properly reported? | | <input type="checkbox"/> | YES | <input type="checkbox"/> NO |
| 21. Are outstanding audit findings resolved? | | | | |
| 22. Are employee taxes paid? | | | | |

EXHIBIT 4

AMENDMENT TO AGREEMENT

EXHIBIT 5

SUBRECIPIENT REPORTING: SELF CERTIFICATION FORM



County of Gloucester 2022 CDBG Self-Certification Form

This program receives assistance from County of Gloucester's Community Development Block Grant Program. The Program, funded by the U.S. Department of Housing and Urban Development (HUD), requires us to collect specific information about our program participants. This information will be kept confidential and will only be provided to HUD in summarized reports.

CDBG Program Name: _____

Program Participant's Name: _____

Street Address: _____

City, State, Zip Code: _____

Household Size: _____ (number of people in household)

In the first column of the chart below, find your family size then check the box next to the income level that best describes your family's current annual income. Total family income includes income from all sources (wages, unemployment, social security, public assistance, interest and dividends, worker's comp, etc.) for all members of your family who are at least 18 years of age. A family is defined as all persons living in the same household who are related by birth, marriage, or adoption.

Household Size	Extremely Low Income	Low Income Limits	Moderate Income	Other
1 Person	\$22,150 or less	\$22,151 to \$36,900	\$36,901 to \$59,050	Above \$59,051
2 Person	\$25,200 or less	\$25,201 to \$42,200	\$42,201 to \$67,450	Above \$67,451
3 Person	\$28,450 or less	\$28,451 to \$47,450	\$47,451 to \$75,900	Above \$75,901
4 Person	\$31,600 or less	\$31,601 to \$52,700	\$52,701 to \$84,300	Above \$84,301
5 Person	\$34,150 or less	\$34,151 to \$56,950	\$56,951 to \$91,050	Above \$91,051
6 Person	\$37,190 or less	\$37,191 to \$61,150	\$61,151 to \$97,800	Above \$97,801
7 Person	\$41,910 or less	\$41,911 to \$65,350	\$65,351 to \$104,550	Above \$104,551
8 Person	\$46,630 or less	\$46,631 to \$69,600	\$69,601 to \$111,300	Above \$111,301

Race of Program Participant (must check one):

- White Black/African American Asian American Indian/Alaskan Native
 Asian White Black/African American & White Asian/Pacific Islander
 American Indian/Alaskan Native & Black/African American Other multi-racial
 Native Hawaiian/Other Pacific Islander American Indian/Alaskan Native & White

Ethnicity of Program Participant (must check one):

- Hispanic Non-Hispanic

Financial Hardship from COVID-19 & Certification:

I attest my household has lost employment or income either permanently or temporarily due to the COVID-19 pandemic. I attest that the information provided is true and correct to my knowledge. I understand that the information listed on this form may be subject to verification by the County of Gloucester and/or by the U.S. Department of Housing and Urban Development (HUD), the Office of the Inspector General, or their authorized representatives.

Head of Household Signature

Date

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

BOROUGH OF WENONAH
GLOUCESTER COUNTY, NEW JERSEY

RESOLUTION # 2023-47

**APPROVING THE CONTRACT BETWEEN THE BOROUGH OF WENONAH AND THE
WOMAN'S CLUB OF WENONAH
FOR USE OF BOROUGH PROPERTY
IN CONNECTION WITH A FARMER'S MARKET**

WHEREAS, the Borough Committee has approved a Contract between the Borough of Wenonah and the Woman's Club of Wenonah dated _____, 2023, to use Borough property known as Wenonah Park, located at 2-6 East Mantua Avenue, Wenonah, NJ 08090; and

WHEREAS, the Woman's Club of Wenonah will use the Property in connection with a Farmer's Market to be held pursuant to the terms of this Contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Wenonah, in the County of Gloucester, and State of New Jersey, that the Borough herein approves the Contract between the parties copy of which is attached hereto as Exhibit "A."

BE IT FURTHER RESOLVED, that the Mayor and the Municipal Clerk are hereby authorized to sign the Contract for Use.

BE IT FURTHER RESOLVED, that the Administrator and the Solicitor are authorized to make minor revisions to the Agreement in negotiations with the Woman's Club, provided the financial terms of the Agreement are not altered.

ADOPTED at a regular meeting of the Mayor and Council of the Borough of Wenonah, County of Gloucester, State of New Jersey held on March 23, 2023.

BOROUGH OF WENONAH

JESSICA S. DOHENY, Mayor

ATTEST:

KAREN L. SWEENEY, Municipal Clerk

RESOLUTION NO. 2023-48

**BOROUGH OF WENONAH
COUNTY OF GLOUCESTER**

**AUTHORIZING THE PURCHASE OF EQUIPMENT FOR
THE DEPARTMENT OF PUBLIC WORKS UNDER THE
SOURCEWELL COOPERATIVE PURCHASING AGREEMENT
FOR A FORD SUPER DUTY F-550 DRW
FROM NATIONAL AUTO FLEET GROUP
IN THE TOTAL AMOUNT OF \$89,300.24**

WHEREAS, the Department of Public Work of the Borough of Wenonah has determined they are in need of a 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD reg Cab 145" WB 60" CA,9' AirFlo 3-4 YD Mason Dump ("2023 Dump Truck"); and

WHEREAS, pursuant to N.J.S.A. 52:34-6.2(b)(3), the Borough Council of the Borough of Wenonah has authorized the use of Sourcewell Co-Op, previously known as National Joint Powers Alliance or NJPA, to contract with various vendors for goods and services; and

WHEREAS, N.J.S.A. 52:34-6.2(b)(3) permits the award of a contract without the necessity of competitive bidding; and

WHEREAS, National Auto Fleet Group is an authorized vendor under Sourcewell Co-Op #091521-NAF and has submitted a proposal (Exhibit A); and

WHEREAS, the Director of Public Works recommends award of a contract to National Auto Fleet Group for the purchase of the 2023 Dump Truck; and

WHEREAS, the total cost to lease/purchase the 2023 Dump Truck is \$89,300.24.

WHEREAS, the Borough of Wenonah Chief Financial Officer has certified the availability of funds in the amount of \$89,300.24, per CAF (attached hereto as Exhibit B), and which shall be charged against budget line-item no.3-05-55-500-031 in the amount of \$89,300.24

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Wenonah, County of Gloucester in the State of New Jersey, that the Department of Public Works is hereby authorized to purchase the 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD reg Cab 145" WB 60" CA,9' AirFlo 3-4 YD Mason Dump from National Auto Fleet Group subject to the issuance of purchase orders to National Auto Fleet Group.

ADOPTED at a regular meeting of the Borough Council of the Borough of Wenonah held on March 23, 2023.

BOROUGH OF WENONAH

JESSICA S. DOHENY, Mayor

ATTEST:

KAREN L. SWEENEY, Municipal Clerk

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Council of the Borough of Wenonah, County of Gloucester, State of New Jersey, at a meeting held by the same on March 23, 2022, in the Borough's Municipal Building, 1 South West Avenue, Wenonah, New Jersey 08090.

KAREN L. SWEENEY
Municipal Clerk

RESOLUTION NO. 2023-49

BOROUGH OF WENONAH

COUNTY OF GLOUCESTER

2023 TEMPORARY EMERGENCY RESOLUTION

WHEREAS, N.J.S.A. 40A:4-20 provides that temporary emergency appropriations may be made for the period between the beginning of the fiscal year and the date of adoption of the budget for said year; and

WHEREAS, the date of this resolution is not within the first thirty days of January, 2022; and

NOW THEREFORE BE IT RESOLVED, that the following temporary emergency appropriations for 2023 be made, and that a certified copy of this resolution be forwarded to the Chief Financial Officer for his records:

CURRENT FUND

Community Development Block Grant	<u>\$ 136,500.00</u>
-----------------------------------	----------------------

The foregoing Resolution was adopted by the Borough Council of the Borough of Wenonah by not less than 2/3 vote of the full membership thereof at a meeting held on March 23, 2023.

DATED: March 23, 2023 **JESSICA S. DOHENY, MAYOR** _____

ADOPTED: KAREN L. SWEENEY, MUNICIPAL CLERK _____

**BOROUGH OF WENONAH
GLOUCESTER COUNTY, NEW JERSEY**

RESOLUTION 2023-50

**RESOLUTION APPROVING PROPOSAL WITH THE PETTIT GROUP, LLC,
FOR PROFESSIONAL SERVICES IN CONNECTION WITH CV-PF#3 COMMUNITY
DEVELOPMENT BLOCK GRANT FOR ADA AND PARK IMPROVEMENTS TO
JOHN AND KATHY HOWARD PARK**

WHEREAS, the Borough of Wenonah requires professional engineering and architectural services for the CV-PF#3 Community Development Block Grant for ADA and Park Improvements to John and Kathy Howard Park; and

WHEREAS, The Pettit Group, LLC, has submitted a professional engineering proposal dated March 16, 2023 (copy of which is attached hereto as Exhibit A), for the Design, Construction, and Grant Administration Services for the CV-PF#3 Community Development Block Grant Project (Project Number WNOE075), to the Mayor & Council of the Borough of Wenonah; and

WHEREAS, the Borough of Wenonah QPA and the Borough Council have reviewed the proposal; and

WHEREAS, The Pettit Group will provide the following scope of engineering services:

Cost Summary

The following is a summary of the various fees for each project phase indicated above:

• Design Phase (Architect and Engineering)	\$12,500.00
• Construction Phase (Architect and Engineering)	10,800.00
• Grant Administration/Reimbursement Phase	2,200.00

Total Lump Sum Fee: **\$25,500.00**

WHEREAS, the Borough of Wenonah Chief Financial Officer has certified that availability of funds in the amount of \$25,500.00 per CAF, attached hereto as Exhibit "B", which shall be charged against budget line-item No. 3-02-20-717-024, in the amount of \$25,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Wenonah, County of Gloucester, State of New Jersey, as follows:

1. The proposal for Professional Services for the Preliminary Design of the 2023 Borough of Wenonah Infrastructure Improvement Project (Project Number WNOE074) is approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor and Clerk of the Borough of Wenonah, Gloucester County, New Jersey, are hereby authorized and directed to execute any documents necessary to effectuate the March 23, 2023, proposal.

ADOPTED at a regular meeting of the Mayor and Council of the Borough of Wenonah, County of Gloucester, State of New Jersey held on March 23, 2023.

BOROUGH OF WENONAH

Jessica S. Doheny, Mayor

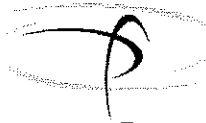
ATTEST:

Karen L. Sweeney, Municipal Clerk

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Council of the Borough of Wenonah, County of Gloucester, State of New Jersey, at a meeting held by the same on March 23, 2023, in the Borough's Municipal Building, 1 South West Avenue, Wenonah, New Jersey 08090.

KAREN L. SWEENEY
Municipal Clerk



THE PETTIT GROUP, LLC
Engineering • Architecture • Planning

VIA E-MAIL ONLY

March 16, 2023

Mayor and Council
Borough of Wenonah
1 South West Avenue
Wenonah, NJ 08090

**RE: Proposal for Professional Services
CV-PF#3 Community Development Block Grant (CDBG) Project
ADA and Park Improvements to John and Kathy Howard Park
Borough of Wenonah
Project Number WNOE075**

Dear Mayor and Council,

As you are already aware, the Community Development Block Grant (CDBG) Program has awarded a grant in the amount of **\$136,500.00** to the Borough of Wenonah for various improvements at John and Kathy Howard Park. The Scope of Work proposed under the Grant Application involved the following improvements:

1. The installation of handicap accessible circulation improvements to provide safe and efficient access both into the Park and to various features located within the Park Property, including the installation of two (2) Handicapped Parking Stalls.
2. Various improvements to the existing boys and girls bathrooms in order to come into compliance with current ADA Regulations and to provide for touchless facilities to aid in the prevention of infectious disease.

As stipulated in the CDBG Grant Application, a maximum of 20% of the overall \$136,500.00 grant award (\$27,300) may be used to reimburse the Borough for the fees relative to professional services.

Accordingly, we offer the following proposal for the Professional Engineering Fees required for this project:

TASK 1: DESIGN PHASE

This Phase of the project shall include the necessary Architectural and Civil Engineering design tasks required to prepare Bidding Plans and Documents for the complete construction of the proposed bathroom and handicap accessible circulation improvements at The John and Kathy Howard Park. For reference below is a breakdown of design tasks and related fees:

Task 1.1 Building Design

This Phase shall include the following sub-tasks:

1. Field survey for purposes of accurately describing existing conditions within the bathrooms.
2. Design and development of Architectural and Plumbing Construction Plans in accordance with the New Jersey Uniform Construction Code. The plans shall be prepared for the purposes of obtaining the necessary construction bids and permits.
3. Preparation of the necessary technical specifications detailing the various elements of the proposed Building Work.

Lump Sum Fee: \$5,000


Task 1.2 Site Design

This Phase shall include the following sub-tasks:

1. Design and development of Site Construction Plans and Details in accordance with generally acceptable engineering principles and standards. The plans shall be prepared for the purposes of obtaining the necessary construction bids.
2. Preparation of technical specifications detailing the various elements of the proposed Site Work, including an Engineer's Estimate.
3. Preparation of the Instruction to Bidders, General Conditions, Bid Form, Form of Contract, and various CDBG Requirements (Front End Specifications)
4. Presenting the Plans to the Local Planning Board at a Regularly Scheduled Meeting
5. All necessary pre-bid coordination with the Community Development Block Grant Office.
6. Preparation of Soil Erosion and Sediment Control Plans should the amount of land disturbance exceed 5,000 Square Feet

Lump Sum Fee: \$7,500

TOTAL LUMP SUM FEE – DESIGN PHASE: \$12,500



TASK 2: CONTRACT ADMINISTRATION & CONSTRUCTION PHASE

This Phase of the project shall include the necessary Architectural and Engineering services required for the complete construction of the proposed bathroom and handicap accessible circulation improvements. Accordingly, we offer the following breakdown of Contract & Construction related tasks and fees:

Task 2.1 Bid Administration Phase

This Phase shall include the following sub-tasks:

1. Preparation and coordination of an Advertisement for Public Bid.
2. Assist Bidders in interpretation of Contract Documents.
3. Preparation of Addenda and Clarifications as required.
4. Arrange for and attend Pre-Bid Meeting.
5. Accept Bids, review Bidders Documents, and recommend Award to Council.
6. All necessary coordination with the Community Development Block Grant Office pursuant to the receipt of Bids and award of Contract.

Lump Sum Fee: \$3,600

Task 2.2 *Construction Phase

This Phase shall include the following sub-tasks:

1. Contract Administration, including Notice of Award, Notice to Proceed, and Execution of Public Contracts.
2. Arrange for and attend Pre-Construction Meeting.
3. Shop Drawing Reviews.
4. Respond to Contractor's Requests for Information.
5. Construction Observation Services
6. Review and Approval of Contractor Payment Requests
7. Punchlist Inspections and Project Close Out Documents
8. All necessary coordination with the Community Development Block Grant Office.

Lump Sum Fee: \$7,200

TOTAL LUMP SUM FEE – CONSTRUCTION PHASE: \$10,800

* *It should be noted that the aforementioned fees for construction related services do not account for unforeseen factors such as poor performance of contractor, weather, construction difficulties due to unforeseen problems, weekend work, etc. If during construction the inspection man-hours must be increased beyond that which we have projected, we will notify you as soon as possible and obtain your concurrence.*



TASK 3: GRANT ADMINISTRATION/REIMBURSEMENT PHASE

This Phase of the project shall include the work required to obtain final approval and reimbursement from the CDBG Office, including the preparation of a cost breakdown for all project expenditures, the completion of the Municipal Invoice Forms, interviews with Contractor employees, and an Engineer's Certification of Project Completion.

TOTAL LUMP SUM FEE – GRANT ADMINISTRATION PHASE: \$2,200

The following is an overall cost breakdown for all work proposed herein:

COST SUMMARY

The following is a summary of the various fees for each phase of the project as indicated above:

1.0	Design Phase (Architect and Engineering)	\$ 12,500.00
2.0	Construction Phase (Architect and Engineering)	\$ 10,800.00
3.0	Grant Administration/Reimbursement Phase	\$ 2,200.00
TOTAL LUMP SUM FEE:		\$ 25,500.00

As previously mentioned, 20% of Grant Funds may be dedicated towards the reimbursement of fees for Professional Services provided that the total project costs do not exceed the Grant Award amount of \$136,500. Therefore, the maximum reimbursable amount for professional fees is \$27,400.

With respect to bonding, the construction cost estimate for the entire project is approximately **\$133,000**, including the work to be performed by the Public Works Department as an in-kind contribution. In combination with the anticipated Professional Services Fees of \$25,500, results in an overall anticipated expenditure of approximately **\$158,500** to complete the project.

For purposes of ensuring that the necessary funds are secured for the project and to account for fluctuations in the costs of construction materials, it is our recommendation that the Borough execute a bond in a minimum amount of **\$170,000**. Accordingly, it can be expected that the Borough will be required to partially fund the project in an approximate amount of **\$33,500**, which generally aligns with the Grant Application.

We are prepared to begin the work immediately such that the project may be bid in late April/early May and awarded at the May 25, 2023 Council Meeting. At this time, construction is expected to commence in mid to late June 2023 and be completed by end of July. Regardless, our office will strive to accelerate those dates to limit disruption to the summertime activities at the Park/Lake.



WNOE075
Mayor and Council
March 16, 2023
Page 5

Please advise if the above meets with your approval, and if so, we kindly ask for authorization to proceed. Should you have any questions or comments, please feel free to contact me at the office (856) 464-9600 or on my cell at (267) 972-6317.

Sincerely,
THE PETTIT GROUP, LLC



David Kreck, PE, CME
Associate

Enclosures

Cc: Karen Sweeney, Borough Clerk



**RESOLUTION NO. 2023-51
OF THE MAYOR AND COUNCIL
OF THE BOROUGH OF WENONAH, COUNTY OF GLOUCESTER,
STATE OF NEW JERSEY**

**AUTHORIZING THE EXTENSION OF DUE DATES
ON BOROUGH OF WENONAH WATER BILLS**

WHEREAS, the Borough Council has determined that the water billing dates and water usage bill due dates for the 2023 year, need to be amended for the following reasons:

1. Some residents' water bills have been based on estimated usage due to meter issues;
2. The Borough replaced the majority of meters in the Fall of 2022, and were able to get an actual usage reading from those meters; and
3. Additional time is needed to calculate accurate bills for time frame in question.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Wenonah, County of Gloucester, State of New Jersey, that the due dates for the water bills has been extended to _____.

ADOPTED at a regular meeting of the Borough Council of the Borough of Wenonah held on March 23, 2023.

BOROUGH OF WENONAH

JESSICA S. DONEHY, Mayor

ATTEST:

KAREN L. SWEENEY, Municipal Clerk

**DRAFT RESOLUTION 2023-52
RESOLUTION AUTHORIZING INVITATION
OF BIDS FOR THE CV-PF#3 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR ADA AND
PARK IMPROVEMENTS TO JOHN AND KATHY HOWARD PARK**

WHEREAS, the Borough Engineer has prepared specifications and bid documents for the CV-PF#3 Community Development Block Grant Project for ADA and Park Improvements to John and Kathy Howard Park.

WHEREAS, funds have been appropriated to defray the anticipated costs of the CV-PF#3 Community Development Block Grant Project;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Wenonah that advertisements inviting bids for CV-PF#3 Community Development Block Grant Project for ADA and Park Improvements to John and Kathy Howard Park is hereby authorized.

BOROUGH OF WENONAH

BY: _____
JESSICA S. DOHENY, MAYOR

ATTEST:

KAREN L. SWEENEY, MUNICIPAL CLERK

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Wenonah at a Meeting held March 23, 2023.

KAREN L. SWEENEY, MUNICIPAL CLERK

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Council of the Borough of Wenonah, County of Gloucester, State of New Jersey, at a meeting held by the same on March 23, 2023, in the Borough's Municipal Building, 1 South West Avenue, Wenonah, New Jersey 08090.

Karen L. Sweeney
Municipal Clerk