

RESOLUTION NO. 2021- 113

A RESOLUTION AUTHORIZING THE EXECUTION OF A CAMERA EQUIPMENT LOAN AGREEMENT BY AND BETWEEN THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF VINELAND FOR ENFORCEMENT OF ILLEGAL DUMPING

WHEREAS, illegal dumping of solid waste detracts from the natural beauty of our community open spaces, parks and recreation areas, thereby decreasing property values and costs the taxpayers of the City to clean up; and

WHEREAS, the Administration has been actively working through Code Enforcement and Police to bring illegal dumpers to justice through our municipal ordinances prohibiting this type of activity and has substantial fines and penalties facing violators, however due to the size and rural makeup of the City of Vineland it is difficult at best to catch perpetrators and bring them to justice; and

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) has developed an Illegal Dumping Program-Collaboration and Deterrence Project (Program) to deter illegal dumping and enforce City illegal dumping Ordinances and NJDEP illegal dumping regulations; and

WHEREAS, , as part the Program, the NJDEP has cameras and equipment to lend to municipalities such as Vineland, who wish to be proactive in deterring illegal dumping by monitoring specified sites in the city for illegal dumping; and

WHEREAS, the Parties intend upon entering into a Camera Equipment Loan Agreement whereby the NJDEP will loan cameras and equipment to the City to assist it in its part in combating illegal dumping at no cost to the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Camera Equipment Loan Agreement by and between the City of Vineland and the New Jersey Department of Environmental Protection in the form and substance as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMPLIANCE AND ENFORCEMENT

OFFICE OF THE ASSISTANT COMMISSIONER

401 East State Street

P.O. Box 402, Mail Code 401-04B

Trenton, New Jersey 08625-0420

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PHILIP D. MURPHY

Governor

SHEILA Y. OLIVER

Lt. Governor

SHAWN M. LATOURETTE

Acting Commissioner

CAMERA EQUIPMENT LOAN AGREEMENT

I. PARTIES

This Loan Agreement (the "Agreement") is entered into by and between the State of New Jersey Department of Environmental Protection ("State") and _____, a municipality within the meaning of N.J.S.A. 40:1-1 et seq. and N.J.S.A. 40A:1-1 et seq. ("Borrower").

II. PURPOSE

WHEREAS, illegal dumping of solid waste detracts from the natural beauty of community open spaces, decreases property values, and costs the citizens of the municipality tax dollars to cleanup;

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) developed the Illegal Dumping Program – Collaboration and Deterrence Project to deter illegal dumping of solid waste and empower municipalities to take an active role in combating illegal dumping;

WHEREAS, cameras can be effectively used as part of an efforts to deter illegal dumping and enforce municipal illegal dumping ordinances and NJDEP illegal dumping regulations;

WHEREAS, the State will loan camera equipment to the Borrower as described below; and

WHEREAS, the Borrower has an existing municipal ordinance, or is in the process of adopting a municipal ordinance, that prohibits solid waste dumping prior to the beginning of the term of this Agreement; and

WHEREAS, the Borrower has developed and NJDEP has accepted a plan to use the loaned camera equipment as part of a concerted effort to deter illegal dumping by monitoring specified sites in the municipality for illegal dumping and vigorously enforce; and

WHEREAS, the Borrower agrees to use the State-owned camera equipment to deter and enforce illegal dumping.

NOW, THEREFORE, the parties enter into this Agreement upon the following terms and conditions:

III. TERM OF AGREEMENT

This Agreement shall be effective between the State and Borrower. It shall commence upon signature by both parties and end ten (10) months from March 31st, 2021. The State has discretion

to extend the term of this Agreement for one or more additional period of ten (10) months at the written request of the Borrower.

IV. PROVISION OF THE EQUIPMENT

1. Q-STAR TECHNOLOGY EQUIPMENT

Subject to the terms and conditions set forth below, the State agrees to loan and the Borrower agrees to maintain in good working condition the following equipment (the "Equipment"):

- (1) Q-STAR Flash CAM-880SX
- (1) Wall Mounting Bracket Hardware
- (1) Quick Move Adapter
- (1) 8.0 Gigabyte Secure Digital Memory Card
- (1) Battery Charger
- (1) RF Keyfob Controller
- (1) User's Manual

2. PICK UP AND INSTALLATION OF THE EQUIPMENT

1. The State shall prepare the Equipment so that it shall be ready for acceptance by the Borrower no later than March 17th, 2021. This date may be extended by the mutual written consent of the parties.
2. The Borrower shall pick up the Equipment from NJDEP at 9 Ewing Street, Trenton, NJ 08609.
3. The Borrower agrees to install the Equipment within two weeks of completion of training. Installation shall be performed in a professional and workmanlike manner in conformance with all recommendations of the manufacturer, and in compliance with good construction and engineering practices. The State has discretion to extend the two-week installation requirement at the request of the Borrower.

3. ACCEPTANCE OF THE EQUIPMENT

Following pick-up and installation of the Equipment, the Borrower shall promptly inspect the Equipment and shall provide written confirmation to the State on the Custody of Equipment Form, attached as Exhibit A, that the Equipment has been successfully installed and is ready for use.

4. COMPATIBLE EQUIPMENT

The Borrower agrees to configure the Borrower supplied hardware and software that can run the Q-STAR Technology programs and applications for proper use, including:

- a) Bluetooth capability for the wireless download of pictures,
- b) Computer, smartphone, or iPad for the wireless download of pictures, and
- c) Utilities for the operation of the camera and associated equipment, along with the Equipment in order to begin monitoring the selected site(s) within thirty (30) days of the execution of this Agreement, which time may be extended upon written request to NJDEP showing good faith efforts to do so. NJDEP in its sole discretion shall determine whether to extend the 30-day time period or terminate the Agreement.

5. RETURN OF THE EQUIPMENT

Equipment shall be returned to the State at 9 Ewing Street, Trenton, NJ 08609 in as good a condition as when received by the Borrower, except for reasonable wear and tear, within two weeks from the expiration or termination of this Agreement. The State has discretion to extend the two-week return requirement at the request of the Borrower.

V. TRAINING

The State shall provide the Borrower with adequate training in the operation of the Equipment. The Borrower must designate two municipal employees to attend training and ensure maintenance of the Equipment.

Municipal designee:

_____ Name

_____ Title

_____ Email and phone number

Municipal designee:

_____ Name

_____ Title

_____ Email and phone number

VI. USE OF THE EQUIPMENT

6. UTILITY CHARGES

The Borrower shall pay all charges for gas, water, steam, electricity, light, heat, or power, telephone, or other utility service to be used on or in connection with the Equipment, including charges for installation of such services during the term of this Lease. Under no circumstances shall the State be liable for any such charges.

7. LOCATION OF EQUIPMENT

Borrower shall be responsible for providing the Department with the camera location. If Borrower changes the camera location, Borrower shall immediately notify the State, providing details of the new location. The State shall not be a party to any legal agreements concerning the installation or location of the Equipment.

8. MAINTENANCE OF THE EQUIPMENT

The Borrower shall immediately contact stopdumping@dep.nj.gov for assistance and maintenance of the Equipment. Additionally, the Borrower shall contact Q-STAR Technology as needed. The Borrower shall maintain records of the maintenance performed on the camera. The records are subject to inspection upon request of the State. The maintenance records shall be submitted to the State with the return of the camera.

9. MUNICIPAL ORDINANCE PROHIBITING SOLID WASTE DUMPING

The Borrower shall have an existing municipal ordinance or adopt a municipal ordinance that prohibits solid waste dumping prior to the beginning of the term of this lease. If your municipality does not have an ordinance prior to the term of this lease, the municipal ordinance process shall be commenced to have an ordinance passed.

10. INSURANCE

The Borrower shall, at its sole cost and expense, secure and maintain continuous insurance coverages covering the Equipment for the term of the Agreement, as may be extended, as provided herein:

- a) All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company.
- b) All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below, or if the Borrower's insurer cannot provide 30 days written notice, then it will become the obligation of the Borrower to provide the same. The Borrower shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Environmental Protection, Compliance and Enforcement, Office of the Assistant Commissioner, 401 East State Street, P.O. Box 402, Trenton, New Jersey 08625-0420 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State.
- c) The Borrower shall provide Occurrence Form Commercial General Liability Insurance or its equivalent. The minimum limit of liability shall be \$1,000,000 per occurrence and a combined single limit of \$1,000,000 for bodily injury and property damage. The required Commercial General Liability Insurance policy or its equivalent shall name

the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

- d) The Borrower shall maintain property insurance to cover loss or damage on a “Special Causes of Loss” form of coverage against, fire, water, wind, storm, loss, theft, and damage to the Equipment. The insurance shall be in an amount not less than the full replacement value of the Equipment. The policy shall be written so as to provide that the insurer waives all right of subrogation against the State in connection with any loss or damage covered by the policy.
- e) Workers Compensation Insurance applicable to the Laws of the State of New Jersey and Employer’s Liability Insurance with limits of not less than one million (\$1,000,000) dollars bodily injury by disease (each accident) and one million (\$1,000,000) dollars bodily injury by disease (each employee) with an aggregate limit of one million (\$1,000,000) dollars bodily injury by disease (policy limit).

11. RESPONSIBILITY FOR DAMAGE TO OR DESTRUCTION OF THE EQUIPMENT

The Borrower shall be responsible to pay to the State the cost of replacement or repair of any equipment that while borrowed was damaged or destroyed, but shall not be responsible to pay for replacement of wear items (if any) or for the cost to restore the equipment to new condition if the equipment has sustained normal wear and tear. The State shall, in its sole discretion, determine the amount that Borrower shall pay to replace or repair the equipment and whether the equipment is damaged or has only sustained normal wear and tear.

12. STATE’S OBLIGATIONS

The State’s obligations under this Agreement are subject to the appropriation and availability of funds.

13. OWNERSHIP AND USE OF DATA

All images, data and information collected by the Equipment are the property of the Borrower. The Borrower grants the State a perpetual right to use all images, data, and information, and shall promptly provide it to the State upon request. The data shall be retained in accordance with New Jersey records retention requirements and schedules established by the New Jersey Department of Treasury Bureau of Records Management, including N.J.S.A 47:1-1 et seq. and N.J.A.C. 15:3-1.1 et seq.

14. PROGRESS REPORTS

Borrower shall submit progress reports relating to installation, use, maintenance, and return of the Equipment to the State upon request. The Borrower shall immediately report any

damage, injury, or legal claims relating to the Equipment. Borrower shall also report all instances in which an illegal dumper is cited or charged with, or found guilty of illegal dumping under the Borrowers ordinance(s) or of referrals of instances of illegal dumping referred to other enforcement entities. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form.

VII. STANDARD TERMS AND CONDITIONS

15. INDEMNIFICATION

The Borrower shall, for itself, its successors, and assigns, assume all risk and liabilities arising out of the management, maintenance, and operation of the Equipment and covenants to defend, protect, indemnify, and save harmless the State and each and every of its officers, agents, servants, employees, successors, and assignees and hereby releases the State and each and every of its officers, agents, servants, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including all attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments of any nature arising from the following:

- a) any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied by the State to the Borrower under this Agreement, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Agreement;
- b) any injury to, or the death of, any person caused in whole or in part by any negligent act or omission of Borrower, or anyone directly or indirectly employed by Borrower, regardless of whether it is caused in part by the State, or its officers, agents, servants, employees, successors, and assignees;
- c) any injury to, or the death of, any person in, on, or about, or any damage to property which occurs in, on, or about the location where the Borrower installs the Equipment or in any manner growing out of or connected with the use, non-use, or condition of the Equipment;
- d) any act, error, or omission of the Borrower, its officers, agents, servants, employees, contractors, invitees, and anyone claiming by or through the Borrower in the performance of the Agreement.

The Borrower's indemnification and liability under this Agreement is not limited by, but is in addition to, the insurance obligations contained in paragraph 10. The Borrower's liability pursuant to this Section shall continue after the termination or expiration of the Agreement with respect to any liability, loss, cost, expense (including all attorneys' fees and expenses), damage, cause of action, suit, claim, demand, or judgment resulting from actions or inactions occurring prior to such termination or expiration.

16. ASSIGNMENT; SUCCESSORS

The Borrower binds its successors and assignees to all the terms and conditions of this Agreement. The Borrower shall not assign or subcontract the whole or any part of this Agreement without the State's prior written consent.

17. COMPLIANCE WITH LAWS

The Borrower shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

18. APPLICABLE LAW AND JURISDICTION

This Agreement and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

19. AGREEMENT AMENDMENT

Except as provided herein, the agreement may only be amended by written agreement of the State and the Borrower.

20. TERMINATION

- a) Termination for Cause: In addition to any other provision in the Agreement, this Agreement may be terminated by the State upon material breach of the Agreement by Borrower upon thirty (30) days written notice, during which time the Borrower shall have the opportunity to cure the material breach. If Borrower fails to cure the breach within that period, the Agreement shall automatically terminate on the 31st day.
- b) Termination for Convenience: This Agreement may be terminated by the State for convenience on thirty (30) days' notice by the State.
- c) The Borrower may terminate the Agreement by ninety (90) calendar days' written notice to the State sent by regular and certified mail return receipt requested and to stopdumping@dep.nj.gov. Upon receipt of such notice, the State may choose for such termination to become effective immediately or by a date prior to that in Borrower's notice of termination. Otherwise, the Borrower shall continue to operate in accordance with the terms and conditions of the Agreement for a period not to exceed ninety (90) calendar days after receipt of the notice or until the end of the Agreement term, whichever occurs sooner.
- d) Termination of the Agreement by either the State or the Borrower, as herein provided, shall not release or discharge the obligation of the Borrower to return the Equipment pursuant to paragraph 5 of this Agreement or release or discharge liability owed by one to the other under the terms and conditions of the Agreement as of the date of such termination.

21. FORCE MAJUERE

In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything practicable and reasonable under the circumstances to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

22. ALTERNATIVE DISPUTE RESOLUTION

The parties agree not to initiate formal proceedings for the judicial resolution of a dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et. seq., unless and until the parties have first attempted to resolve the dispute through the mechanisms listed below. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Agreement while they endeavor to resolve the dispute under this paragraph.

- a) First, the parties shall attempt to resolve the dispute through good faith negotiation.
- b) NJDEP Office of Dispute Resolution. If, after good faith negotiation, the parties are unable to resolve the dispute, the parties agree to refer the matter to the New Jersey Department of Environmental Protection Office of Dispute Resolution to attempt to settle the dispute.
- c) Mediation. If the parties are unable to agree to resolve the dispute in the Office of Dispute Resolution, the parties shall mutually agree of the selection of a mediator. The cost of the mediator will be shared equally by the parties. The time limit of the mediation is 30 days. Invoking or being involved in mediation does not relieve the Borrower of its responsibilities under the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

23. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT REQUIREMENTS

Pursuant to N.J.A.C. 17:27-3.5, the Borrower agrees that:

- a) The Borrower will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The Borrower will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status,

affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;

- b) The Borrower shall, in all solicitations or advertisements for employees placed by or on behalf of the Borrower, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- c) The Borrower shall send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Borrower's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment; and
- d) The Borrower agrees to comply with all regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and codified at N.J.A.C. 17:27-1.1 et seq.

Further, pursuant to N.J.A.C. 17:27-3.7, the Borrower agrees that:

- a) The Borrower agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
- b) The Borrower agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- c) The Borrower agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- d) In conforming with the targeted employment goals, the Borrower agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

24. NO DISCRIMINATION

- a) The Borrower shall comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.
- b) The Borrower shall not discriminate, and shall abide by all anti-discrimination laws, including Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d-2000d-4; the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and all rules and regulations promulgated pursuant thereto.

In Witness Whereof, the Parties, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

For the State

For the Borrower

By: _____

By: _____

Elizabeth Dragon

Printed Name: _____

Assistant Commissioner, NJDEP
Compliance and Enforcement

Title: _____

Date: _____

Date: _____

APPROVED as to Form and Legality:

Office of the Attorney General

By: _____

Candice McLaughlin

Deputy Attorney General

Date: _____



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

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Lt. Governor

SHAWN M. LATOURETTE

Acting Commissioner

Illegal Dumping Program – Collaboration and Deterrence Custody/Condition of Equipment Form

Following pickup of the Q-STAR Technology Equipment, the municipality shall promptly inspect the equipment listed below and complete this form, providing written confirmation to the New Jersey Department of Environmental Protection attesting that the equipment is in good working condition as described below.

Equipment	Condition of Equipment Upon Pickup (to be completed by the Department)
Q-STAR Flash CAM-880SX	
Wall Mounting Bracket Hardware	
Quick Move Adapter	
8.0 Gigabyte Secure Digital Memory Card	
Battery Charger	
RF Keyfob Controller	
User's Manual	

Please describe any discrepancies you observe in the condition of the equipment provided above:

Please sign and return this form to stopdumping@dep.nj.gov or to the attention of Stop Dumping at 9 Ewing Street, Trenton, NJ 08609 acknowledging that you have received and inspected each piece of equipment listed above and attesting that the described condition of the equipment is accurate.

Signature of Municipal Designee: _____

Print Name: _____

Date: _____



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

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PHILIP D. MURPHY

Governor

SHEILA Y. OLIVER

Lt. Governor

SHAWN M. LATOURETTE

Acting Commissioner

February 19, 2021

Mayor Anthony R. Fanucci
640 East Wood Street
P.O. Box 1508
Vineland, New Jersey 08362
Via email: afanucci@vinelandcity.org

Dear Mayor Fanucci,

Thank you for your interest in the DEP's Illegal Dumping Program – Collaboration and Deterrence (IDP-CAD) project. Your application submission has been reviewed and we are delighted to inform you that Salem has been approved for receipt of a Q-Star Technology camera and Illegal Dumping Program – Collaboration and Deterrence Training to aid in illegal dumping prevention and deterrence on the local level.

We are pleased to begin this venture with all the selected municipalities and look forward to reducing illegal dumping occurrences within the State of New Jersey. Enclosed is a contract, please return via email at stopdumping@dep.nj.gov or the above address following review and signature. Once the contract has been finalized by both parties, we will coordinate with your designees via email for pick up of the camera. Cameras will be available for pick up as described within the contract at 9 Ewing Street Trenton, NJ 08625. Project training will be on March 17th from 9-4pm and will be virtual with more details to follow for those municipal designees detailed in the contract.

Should you have any questions or concerns please feel free to reach out to Arthur Zanfini at stopdumping@dep.nj.gov.

Sincerely,

Elizabeth Dragon

Elizabeth Dragon