



CITY COUNCIL AGENDA

SPECIAL MEETING

TUESDAY, SEPTEMBER 18TH, 2018 – 12:00 NOON
CITY COUNCIL CHAMBER

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

RESOLUTIONS

Office of City Council

1. Resolution rejecting the remarks made by **Holtec** CEO in the ROI article

Department of Public Works

2. Resolution Authoring the **Acceptance of the Lighting Improvements** (11 New Street Lights) at Water Street; Dedicating Them as Part of the City Street Light Inventory; Authorizing the Increase in Monthly Fees; and Authorizing the City to Enter into a PSE&G Street and Area Lighting Service Agreement

PUBLIC COMMENT

ADJOURNMENT

JENKINS
09-18-18

R-1

**RESOLUTION REJECTING THE REMARKS MADE BY
PRESIDENT AND CEO OF HOLTEC INTERNATIONAL DR. KRISHNA "KRIS" SINGH
IN AN ROI-NJ ARTICLE**

WHEREAS, on September 12, 2018, Holtec International President and CEO Dr. Krishna "Kris" Singh made certain highly objectionable remarks in an article published on ROI-NJ concerning the resident workforce of Camden; and

WHEREAS, on the next day, Mayor Frank Moran issued statements that strongly took offense to Dr. Singh's comments that, with a broad brushstroke, unfairly stereotyped the people of Camden including its hardworking residents. City Council unwaveringly stands by Mayor Moran in this regard; and

WHEREAS, each City Councilperson, and her/his family, friends and neighbors can readily provide shining examples of individuals born and raised in Camden who, despite personally daunting challenges growing up and/or living in this impoverished City, have managed to be successes in their own right in different fields of endeavor--contravening the statements of Dr. Singh; and

WHEREAS, this City Council fully supports all efforts by Camden and other elected and governmental officials, community leaders, and businesses existing and recently arrived in Camden to support effective job training programs, apprenticeship programs, and other solutions to ensure Camden's students and residents succeed in the new Camden economy; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that it wholly rejects the remarks made by President and CEO of Holtec International Dr. Krishna "Kris" Singh in an ROI-NJ article.

BE IT FURTHER RESOLVED, by the City Council of the City of Camden that it fully supports all efforts by Camden and other elected and governmental officials, community leaders, and businesses in supporting effective programs and solutions to provide the necessary primary education, job training, apprenticeship programs, and job placement to give Camden's students and residents the necessary knowledge, skills, experience, and opportunity to gainfully become and remain employed by Camden-based companies.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: September 18, 2018

The above has been reviewed
and approved as to form.



MICHELLE BANKS SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk



Camden City Council
RESOLUTION / ORDINANCE REQUEST FORM

DATE: September 17, 2018

Council Meeting Date: September 18, 2018

FROM: Councilperson

- Curtis Jenkins, President
- Sheila Davis, At-Large
- Angel Fuentes, At-Large

- Luis A. Lopez, Vice President, 4th Ward
- Dana M. Burley, 1st Ward
- Brian K. Coleman, 2nd Ward
- Marilyn Torres, 3rd Ward

Action Requested:

RESOLUTION REJECTING THE REMARKS MADE BY
PRESIDENT AND CEO OF HOLTEC INTERNATIONAL DR. KRISHNA
"KRIS" SINGH IN AN ROI-NJ ARTICLE

****Please attach any supporting documents

Curtis Jenkins/wr

Signature of Councilperson

9/17/18

Date

R-2

MBS:dh
09-18-18

RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN OUTDOOR LIGHTING AGREEMENT AS PART OF THE CAMDEN CITY UTILITY PROMENADE PROJECT WHICH INCLUDES, DEDICATING THEM AS PART OF THE CITY STREET LIGHT INVENTORY AND AUTHORIZING THE INCREASE IN MONTHLY FEES

WHEREAS, the City of Camden ("City") in collaboration with Cooper's Ferry Partnership ("CFP") desires to develop a 2-acre waterfront park located on the former RCA pier (the "Project"); and

WHEREAS, part of the Project includes the installation of eleven (11) Street Lights in the Project area at the cost of \$20,566.05 which will be paid by CFP; and

WHEREAS, the City will assume payment of the monthly service cost which will be \$380.60 per month; and

WHEREAS, the City of Camden must approve and execute the PSE&G Lighting Agreement with the installation cost and monthly service charge in order to effectuate installation; and


WHEREAS, the City Council of the City of Camden has determined that it is in the best interest of the City to authorize the acceptance of the eleven (11) street lights for the project; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper officials are hereby authorized to accept the Street Lights for to be installed at the former RCA pier and execute the PSEG Request for Lighting Services and Agreement.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB -23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: September 18, 2018

The above has been reviewed and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: Next Available

TO: Jason Asuncion, Business Administrator

FROM: Keith L. Walker, Interim Director, DPW

Department Making Request: Department of Public Works

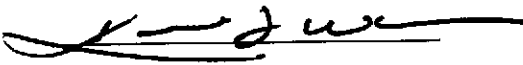


TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the acceptance of an Outdoor Lighting Agreement as part of the Camden City Utility Promenade Project which includes dedicating them as part of the city's inventory with a monthly fee increase (\$380.60) and also any upfront cost (\$20,566.05) associated with the purchase of lighting materials.

BRIEF DESCRIPTION: In a collaborate effort, Liberty Property Trust , Cooper's Ferry Partnership and the City of Camden are proposing a new 2-acre waterfront park. After the completion of the park and property has been transferred, the City has committed to take responsibility. The City will incur all cost associated with the installation of (11) new lights/poles. (Please See Attached Details)

BIDDING PROCESS: (Services of PSE&G through NJBPU)
Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): 9-01-851-900

AMOUNT: \$23,981.45 (\$20,566.05=upfront cost; \$3,425.40=380.60x9mths)

	<u>Date</u>	<u>Signature</u>
Approved by Municipal Engineer:	_____	_____
Approved by Relevant Director:	<u>9-10-18</u>	
Approved by Grants Management:	_____	(If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>9-11-18</u>	
Received by City Attorney:	<u>9/13/18</u>	

(Name) Please Print

(Extension #)

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

Prepared By: Tamara M. Jefferson
Contact Person: SAME

ext. 7393

Please note that the Contact Person is the point person for providing pertinent information regarding request.

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*****Please attach all supporting documents*****

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	Camden
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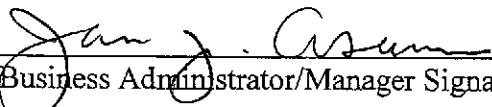
Professional Service or EUS Type	Utility Service
Name of Vendor	PSE&G
Purpose or Need for service:	Lighting agreement services is required for the installation of (11) new outdoor lights which is part of the Camden City Utility Promenade Project for increased security.
Contract Award Amount	\$23,981.45 (20,566.05= upfront cost; 3,425.40 added to monthly electric bill)
Term of Contract	Tariffed Regulatory Utility
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Utilities Services – 9-01-851-900
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	No bids required – PSE&G Franchise area rates set by tariff through BPU
Were other proposals received? If so, please attach the names and amounts for each proposal received?	N/A

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature*

Date _____


Business Administrator/Manager Signature

Date 9-11-18

*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Officer affirms that there is adequate funding available for this personnel action.

_____ Funding Source for this action

Chief Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

Certifying Officer

Date _____

For LGS use only:

Approved Denied

Date _____

Director or Designee,
Division of Local Government Services

Number Assigned _____



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: Camden City Utility Dept - Promenade

Contract Account # 7350842309

Customer Name: Camden City Utility Dept

For Service at Address: Delaware Ave, Camden

CostType	Product	Qty	Amount
Install	Pole	11	\$5.06
	Luminaire	11	\$375.54
Monthly Install Totals		22	\$380.60
Upfront	Cost of Construction	1	\$9,533.97
	Pole	11	\$13,217.93
	Foundation Credit	11	(\$3,985.96)
	Accessory	11	\$1,800.11
Upfront Totals		34	\$20,566.05

This is Not an Invoice

RptSvcAct



We make things work for you.

Request for Lighting Service - PSEG Confidential

Project Name: Camden City Utility Dept - Promenade Project Status Agreement Presented Date: 6/15/2018

Customer Name: Camden City Utility Dept BP# 1000450741 Contract Account # 7350842309

Service Address: Delaware Ave, Camden Effective Date: 6/15/2018 Service Date: 9/7/2018

Contact Name: Keith Walker Contract Term: 5 Years Distribution: UG

Office Tel: (609) 330-2476 Cell Phone: EMail: Fax:

 Office Record

Purchase Order #

Premise #	STANDARD Installation #	SPECIAL Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
5002530787	4004189685	4004375511	6432042	500733317		500733572

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or	Free Pole	Pole Pre-paid	Secan Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remov Rate	Upfrnt Rate	Access Product Qty	Access Product Code	Access Upfrnt Rate	Found Credit Qty	Found Credit Amt	ID
Lumina	11	EX054071BL	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Install	New	Set Exist	34.14	0.00	0.00			0.00		0.00	3684
Pole	11	EX041264LP	BPL_NC	New	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Install	New	Set Exist	0.46	0.00	1,201.63	11	04-1035	163.65	11	362.36	3685

Rates and Costs Summary

Installs: Monthly Service Charge Totals		Removes: Prior Charges (No Charge to Remove)		One-Time Cost Totals	
Luminaire Mth Svc Charge Total	\$375.54	Luminaires: Prior Monthly Charges	\$0.00	Cost for Construction (CIAC)	\$9,533.97
Pole Mthly Service Charge Total	\$5.06	Poles: Prior Monthly Charges	\$0.00	Foundation Credit Total	\$3,985.96
Bracket Mthly Serv Chrg Total	\$0.00	Brackets: Prior Monthly Charges	\$0.00	Pole Upfront Cost Total	\$13,217.93
Mthly Service Charge Totals	\$380.60	Prior Monthly Charge Totals	\$0.00	Bracket Upfront Cost Total	\$0.00
				Accessory Upfront Cost Total	\$1,800.11
				Lumin Upfront Cost Total	\$0.00

Comments Need the COC to install 110 85W LED Delux Acorn lights and 11) 12ft Colonial poles. Customer to do the bases.

RepEMail: Walter.Ruff@pseg.com

Phon (609) 387-0526

Print Signatory Name/Title: Keith Walker

PSEG Representative Walter Ruff

*Authorized Signature

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a - TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191	BPL-POF: Original sheet No. 199-200	PSAL: Original sheet No. 212-214
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SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. **Exclusivity of Warranties and Remedies.** The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal" , constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 - CANCELTION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.

APPENDIX A: STREET AND LOCATION DETAIL INFORMATION

Record#	Street:	Location:	Pole#:	Products:
3684	Water St	1 PWO Penn Pier	22688	Lumen, Pole
3684	Water St	2 PWO Penn Pier	22687	Lumen, Pole
3684	Water St	3 PWO Penn Pier	22686	Lumen, Pole
3684	Water St	4 PWO Penn Pier	22678	Lumen, Pole
3684	Water St	5 PWO Penn Pier	22680	Lumen, Pole
3684	Water St	6 PWO Penn Pier	22685	Lumen, Pole
3684	Water St	7 PWO Penn Pier	22679	Lumen, Pole
3684	Water St	8 PWO Penn Pier	22684	Lumen, Pole
3684	Water St	9 PWO Penn Pier	22682	Lumen, Pole
3684	Water St	10 PWO Penn Pier	22681	Lumen, Pole

3684

Water St

11 PWO Penn Pier

22683

Lumen, Pole

Walter E. Ruff
PSE&G – New Business Outdoor Lighting Team
4140 Quakerbridge Rd
Lawrenceville, NJ 08648

June 27, 2018

Re: RCA Pier Park, Camden, NJ

Mr. Ruff:

As part of an ongoing effort to provide high-quality open spaces to our residents, the City of Camden is working with Cooper's Ferry Partnership and Liberty Property Trust to develop RCA Pier Park, a new 2-acre waterfront park on Camden's Central Waterfront. The park construction, which is slated to begin in July 2018, includes 11 PSE&G HADCO/PHILIPS Classic Acorn 1 LED lights.

The project site is currently owned by Camden Town Center, LLC, a subsidiary of Liberty Property Trust. Within the next few months, Camden Town Center, LLC will lease the property to the City of Camden, with the intent being to transfer ownership of the property to the City of Camden after the completion of park construction. The City of Camden commits to inheriting responsibility for the aforementioned lights when the lease period begins.

Should you have any questions, please feel free to contact me at JaAsunci@ci.camden.nj.us or 856.757.7150.

Thank you,

Jason J. Asuncion, Esq., MPA
Business Administrator