



# AGENDA

CITY OF CAMDEN

CITY COUNCIL REGULAR MEETING

*April 11<sup>th</sup>, 2023 – 5:00 p.m.*

*Honorable Angel Fuentes, Council President*

*Honorable Sheila Davis, Vice-President*

*Honorable Marilyn Torres*

*Honorable Felisha Reyes-Morton*

*Honorable Shaneka Boucher*

*Honorable Chris Collins*

*Honorable Nohemi Soria-Perez*

*Honorable Victor Carstarphen, Mayor*

*Daniel S. Blackburn, City Attorney*

*Howard McCoach, Counsel to Council*

*Luis Pastoriza, Municipal Clerk*

Amended at April 4<sup>th</sup>, 2023 Caucus meeting  
Please note that items within boxed area (s) are items added.  
Items on consent Agenda include Resolutions:1-6, 8-36



# CITY COUNCIL AGENDA

APRIL 11<sup>TH</sup>, 2023 – 5:00 P.M.  
CITY COUNCIL CHAMBERS

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

APPROVAL OF MINUTES

## COMMUNICATIONS

### Department of Finance

1. Check Registers of the City of Camden for The Period of February 23, 2023 to March 26, 2023.
2. Payroll Register Summary for The City of Camden for The Pay Periods of 3/3/23, 3/17/23 and retro pay 3/24/23.

## PRESENTATIONS

## OLD BUSINESS

### Department of Development & Planning

1. Resolution authorizing the City of Camden to execute a New Jersey Department of Environmental Protection, Division of Water Quality, treatment works approval permit application (TWA-1) and statement of consent (WQM-003) for Spectrum Capital Camden, LLC for the construction of a hotel at 1112-1156 Linden Street (Block 110; Lot(s): 11,16,49,51 51B01, and 61)

## **ORDINANCES – FIRST READING**

### **Department of Development & Planning**

1. Ordinance Amending and Supplementing Chapter 735 Streets and Sidewalks of the Code of the City of Camden

### **Department of Public Works**

2. An Ordinance Designating Restricted Residential Parking Zones for Individuals with Disabilities in Certain Areas in The City of Camden as Handicap Parking Privileges Only

### **Department of Code Enforcement**

3. Ordinance Amending Chapter 270, Uniform Construction Codes, Article II Fees, Of The Camden Code, Concerning Fees for Additional Building, Plumbing, Electrical, Elevator and Fire Re-Inspections Occurring After the Initial Inspection and A Re-Inspection Have Already Taken Place

## **ORDINANCES – SECOND READING & PUBLIC HEARING**

### **Public Works**

1. An Ordinance designating restricted residential parking zones for individuals with disabilities to certain areas in the City of Camden as Handicap Parking Privileges only
2. An Ordinance authorizing the removal of handicap parking privileges in certain locations in the City of Camden

## **PUBLIC COMMENT**

**\*Public comment for resolutions and/or any other concerns  
(Limited to 3 continuous minutes)**

## **RESOLUTIONS**

### **Office of City Council**

1. Resolution Honoring Tamara M. Jefferson Upon Her Retirement from The City of Camden

### **Office of the Municipal Clerk**

2. Resolution Authorizing the Designation of Six (6) Additional Alternate Deputy Registrars Within the Office of Municipal Clerk, Division of Vital Statistics

**Office of the City Attorney**

3. Resolution Authorizing the City of Camden to Enter into Nationwide Settlement Agreements to Resolve Claims Related to The Nation's Opioid Crisis and Permit City Officials to Execute All Necessary Documents to Enter into Participation Agreements with Parties Involved in Opioid Settlement Claims
4. Resolution Authorizing the Transfer of Liens to The County of Camden in Furtherance of the Creation of a Waterfront Park in North Camden
5. Resolution authorizing a deed transferring the parcel known as WS No. 25<sup>th</sup> Arthur to Hayes Street, Block 869, Lot 1 to the Camden City School District
6. Resolution Amending Resolution (MC-22:8348) Authorizing A Shared Services Agreement with The Camden Redevelopment Agency ("CRA") For Management and Environmental Services in Connection with Certain Property Located Within Blocks 331 And Block 334 And More Commonly Referred to as The Yaffa Site
7. Resolution Authorizing the City of Camden to Solicit Bids for The Purchase of Various Tax Sale Certificates for Less Than Face Value

**Department of Administration**

8. Resolution Authorizing the Purchase of One (1) Volvo L110H Wheel Loader from Hoffman Equipment
9. Resolution Authorizing the Purchase of One (1) Volvo L35GS Compact Wheel Loader from Hoffman Equipment
10. Resolution Awarding a Contract to Maple Leaf Lawncare, Inc., PO Box 1302, Merchantville, NJ 08109, For Grass Cutting, Trimming and Grounds Keeping Services of areas located in Bid #A-8/2022 Group 12 under Camden County Cooperative Pricing System, ID #57-CCCPS
11. Resolution Authorizing a 60-month lease of an HP Wide Format Printer for the Clerk's Office
12. Resolution Authorizing an Emergency Services Agreement with Waste Management of New Jersey, Inc., For The Collection of Designated Solid Waste and Recyclable Materials
13. Resolution Providing Advice and Consent to The Mayor's Appointment of Keith Walker as The Director of the Department of Public Works
14. Resolution Providing Advice and Consent to The Mayor's Appointment of Dr. Edward Williams as The Director of the Department of Planning & Development

**Department of Code Enforcement**

15. Resolution Awarding a Contract for Extraordinary, Unspecifiable Services to Homeward Bound Pet Adoption Center for Animal Sheltering and Care Services
16. Resolution Authorizing the City of Camden to Become a Member of County of Union Cooperative Pricing System

**Department of Planning & Development**

17. Resolution Authorizing Change Order #1 to Contract #09-21-142 With Lexa Concrete, LLC in Connection with The FY2019 Resurfacing of Various Streets Project in the City of Camden
18. Resolution Authorizing a Change Orders #1 & 2, Extending The Time Period Through 7/31/23 and increasing the amount of the contract by \$19,024.71 For Construction Contract #09-21-143 With Lexa Concrete, LLC, In Connection with FY 2020 Resurfacing of Various Streets Project
19. Resolution Authorizing the Cancellation of Contract #12-20-197 between The City of Camden and St. Joseph Carpenter Society in The Amount of \$300,000.00
20. Resolution Authorizing the cancellation of Contract #11-19-168 between the City of Camden and Parkside Business & Community in Partnership, Inc. In The Amount of \$200,000.00
21. Resolution Authorizing a Sub-Recipient Agreement with Parkside Business Community in Partnership for The Administration of The 2022 NJ Neighborhood Preservation Grant for The Parkside Haddon Avenue Business Corridor Revitalization Project
22. Resolution of need and resolution authorizing a tax exemption and service fee agreement with Riverview Towers Preservation LLC pursuant to NJSA 55:14K

**Department of Finance**

23. Resolution Authorizing the Assignment Municipal Tax Sale Certificates at Full Value
24. Resolution Authorizing the Cancellation of Taxes and/or refunds to Various Lien Holders, Property Owners and Mortgage Companies
25. Resolution Authorizing the Cancellation of Liens/Taxes and to Transfer Credits to Various Lien Holders, Property Owners and Mortgage Companies for Various Properties

26. Resolution Authorizing the Acceptance of a Grant entitled “Clean Electric Vehicles Incentive” from the New Jersey Board of Public Utilities in the amount of \$154,500
27. Resolution Authorizing the acceptance of a grant entitled “Neighborhood Preservation Program” From The New Jersey Department of Community Affairs in the amount of \$125,000.00
28. Resolution Authorizing the acceptance of a grant entitled “Urban Enterprise Zone Assistance, Administrative Costs” from the New Jersey Department of Community Affairs in the amount of \$176,547.00
29. Resolution Authorizing a Budget Amendment Pursuant to NJSA 40A:4-87 In The Amount of \$154,500 From The New Jersey Board of Public Utilities for A Grant Entitled “Clean Electric Vehicles Incentive”
30. Resolution Authorizing a Budget Amendment Pursuant to NJSA 40A:4-87 In The Amount of \$125,000 From The New Jersey Department of Community Affairs for A Grant Entitled “Neighborhood Preservation Program”
31. Resolution Authorizing a Budget Amendment Pursuant to NJSA 40A:4-87 In The Amount of \$176,547 From The New Jersey Department of Community Affairs for A Grant Entitled “Urban Enterprise Zone Assistance, Administrative Costs”

**Department of Fire**

32. Resolution Authoring the Award of a Construction Contract to Pax Mundus Enterprises, LLC, For Brick Pointing of Three (3) Firehouses

**Department of Human Services**

33. Resolution Authorizing The preparation of an Application to The State of New Jersey Department of Agriculture, Bureau of Child Nutrition for The 2023 Summer Food Service Program

**Department of Public Works**

34. Resolution Authorizing the Mayor to Execute of a Utility Engineering and Construction Agreement Between with The State of New Jersey for the design and construction of UECA-8-168 pavement City of Camden water sewer-103410 project
35. Resolution Authorizing a Shared Services Agreement with The County of Camden Department of Public Works for Use of Camden City Roller

**Office of City Council**

36. Resolution recognizing April as National Autism Awareness Month

37. Resolution recommending that the New Jersey Department of Transportation and other state agencies involved in examining whether additional safety precautions should be considered for rail carriers involved in the transport of liquid natural gas and other hazardous chemicals, give serious consideration to the public safety needs of the residents of the City of Camden

## ADJOURNMENT

### Please note summary of Public Decorum rules below.

#### Rule XVII: Decorum

*Any person who shall disturb the peace of the Council, make impertinent or slanderous remarks or conduct himself in a boisterous manner while addressing the Council shall be forthwith barred by the presiding officer from further audience before the Council, except that if the speaker shall submit to proper order under these rules, permission for him to continue may be granted by a majority vote of the Council.*

*City Council meetings shall be conducted in a courteous manner. Citizens and Council members will be allowed to state their positions in an atmosphere free of slander, threats of violence or the use of Council as a forum for politics. Sufficient warnings may be given by the Chair at any time during the remarks and, in the event that any individual shall violate the rules of decorum heretofore set forth, the Chairperson may then cut off comment or debate. At the discretion of the Chairperson, light signals may be used to display the commencement of the time for speaking and a warning light may be flashed to show that the appropriate time has passed. A red light will signal that there is no longer time.*

# *Communications*





DEPARTMENT OF FINANCE  
**CITY OF CAMDEN**  
NEW JERSEY


VICTOR CARSTARPHEN  
MAYOR

GERALD C. SENESKI  
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2023 MAR 29 PM 12:10  
MUNICIPAL OFFICE  
CAMDEN, NJ

**MEMORANDUM**

To: Honorable Angel Fuentes, City Council President  
Luis Pastoriza, Municipal Clerk

From: Gerald C. Seneski, Director of Finance 

Date: March 27, 2023

Subject: **Check Register-Communications for Forthcoming City Council Meeting- April 11, 2023**

Attached, please find the Check Register for the City of Camden for the period of February 23, 2023 to March 26, 2023 .

The Check Register represents the checks written from various funds of the City.

Please include this communication in the Agenda for the forthcoming Council Meeting to be voted on for approval.

Please contact me at extension 7582, if you have any additional questions.

GCS/mr

Attachments

cc: Honorable Victor Carstarphen, Mayor

Range of Checking Accts: First to Last Range of Check Dates: 02/23/23 to 03/26/23  
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD 3RD PARTY 21 3rd Party Lienholders Account					
50249	02/23/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	43.00		19909
50250	02/23/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	43.00		19910
50251	02/23/23	LN-50200 EVOLVE BANK & TRUST	32,555.88	03/03/23 VOID	19911 (Reason: incorrect account)
50252	02/23/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	43.00		19912
50253	02/23/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	43.00		19913
50254	02/24/23	LN-50190 FIG 20, LLC	412.93		19914
50255	02/24/23	LN-50190 FIG 20, LLC	2,516.64		19915
50256	02/24/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	8,063.88		19916
50257	02/24/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,976.00		19917
50258	02/24/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,502.28		19918
50259	02/24/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,553.17		19919
50260	02/24/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,817.96		19920
50261	02/24/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	643.68		19921
50262	02/24/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	340.94		19922
50263	02/24/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,919.89		19923
50264	02/24/23	LN-50190 FIG 20, LLC	412.04		19924
50265	02/24/23	LN-50190 FIG 20, LLC	2,179.11		19925
50266	02/24/23	LN-50190 FIG 20, LLC	2,782.31		19926
50267	02/24/23	LN-50190 FIG 20, LLC	2,194.06		19927
50268	02/24/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	900.69		19928
50269	02/24/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,787.89		19929
50270	02/24/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,094.06		19930
50271	02/24/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,094.06		19931
50272	02/24/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,094.06		19932
50273	02/24/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,066.42		19933
50274	02/24/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,441.94		19934
50275	02/24/23	LN-50183 CAMDEN REDEVELOPMENT	3,084.60		19935
50276	02/24/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,099.89		19936
50277	02/24/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	7,364.38		19937
50278	02/24/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,113.08		19938
50279	02/24/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,149.85		19939
50280	02/24/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	640.54		19940
50281	03/01/23	LN-50183 CAMDEN REDEVELOPMENT	50.00		19953
50282	03/03/23	LN-50200 EVOLVE BANK & TRUST	32,555.88		19954
50283	03/03/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	12,573.08		19955
50284	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,417.51		19956
50285	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,981.71		19957
50286	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,336.37		19958
50287	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,821.75		19959
50288	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	412.80		19960
50289	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,574.80		19961
50290	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,428.80		19962
50291	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,358.38		19963
50292	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,988.64		19964
50293	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,093.67		19965
50294	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,892.62		19966
50295	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	697.97		19967
50296	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	7,784.18		19968
50297	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,111.80		19969

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
TD 3RD PARTY 21 3rd Party Lienholders Account Continued				
50298	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	677.75	19970
50299	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,087.54	19971
50300	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	107.19	19972
50301	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	830.64	19973
50302	03/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,693.08	19974
50303	03/03/23	LN-50190 FIG 20, LLC	4,418.44	19975
50304	03/03/23	LN-50190 FIG 20, LLC	2,189.55	19977
50305	03/03/23	LN-50190 FIG 20, LLC	2,094.06	19978
50306	03/03/23	LN-50190 FIG 20, LLC	2,093.76	19980
50307	03/03/23	LN-50190 FIG 20, LLC	2,190.48	19981
50308	03/03/23	LN-50190 FIG 20, LLC	1,591.50	19983
50309	03/03/23	LN-50190 FIG 20, LLC	407.11	19984
50310	03/03/23	LN-50190 FIG 20, LLC	2,194.06	19985
50311	03/03/23	LN-50190 FIG 20, LLC	2,190.48	19987
50312	03/03/23	LN-50190 FIG 20, LLC	2,093.76	19988
50313	03/03/23	LN-50190 FIG 20, LLC	2,194.06	19989
50314	03/03/23	LN-50190 FIG 20, LLC	412.95	19990
50315	03/03/23	LN-50190 FIG 20, LLC	2,164.21	19992
50316	03/03/23	LN-50190 FIG 20, LLC	2,080.99	19993
50317	03/03/23	LN-50190 FIG 20, LLC	2,194.06	19995
50318	03/03/23	LN-50190 FIG 20, LLC	2,194.19	19996
50319	03/03/23	LN-50190 FIG 20, LLC	2,191.06	19997
50320	03/03/23	LN-50190 FIG 20, LLC	2,193.82	19999
50321	03/03/23	LN-50190 FIG 20, LLC	2,193.92	20000
50322	03/03/23	LN-50190 FIG 20, LLC	412.61	20002
50323	03/03/23	LN-50190 FIG 20, LLC	1,460.45	20005
50324	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,948.89	20006
50325	03/03/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	2,898.49	20007
50326	03/03/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	2,014.84	20008
50327	03/03/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	3,358.96	20010
50328	03/03/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	7,984.93	20012
50329	03/03/23	LN-20074 LB-HONEY BADGER,SBMUNI%	269.95	20013
50330	03/03/23	LN-50193 REARDEN LLC	2,535.65	20014
50331	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,552.39	20015
50332	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,844.84	20016
50333	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,961.60	20017
50334	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,114.50	20018
50335	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	14,330.39	20019
50336	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	5,178.96	20020
50337	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,142.25	20021
50338	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	872.13	20022
50339	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,479.15	20023
50340	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	11,456.17	20024
50341	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,268.81	20025
50342	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	151.07	20026
50343	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	662.01	20027
50344	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,790.18	20028
50345	03/03/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,356.89	20029
50346	03/09/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	8,433.31	20031
50347	03/09/23	LN-50192 NALINI FUNDING LLC	13,236.56	20032
50348	03/09/23	LN-50192 NALINI FUNDING LLC	349.40	20033
50349	03/09/23	LN-20074 LB-HONEY BADGER,SBMUNI%	43.00	20034

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD 3RD PARTY 21 3rd Party Lienholders Account Continued					
50350	03/09/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	43.00		20034
50351	03/09/23	LN-50190 FIG 20, LLC	0.00	03/09/23 VOID	0
50352	03/09/23	LN-50190 FIG 20, LLC	0.00	03/09/23 VOID	0
50353	03/09/23	LN-50190 FIG 20, LLC	0.00	03/09/23 VOID	0
50354	03/09/23	LN-50190 FIG 20, LLC	0.00	03/09/23 VOID	0
50355	03/09/23	LN-50190 FIG 20, LLC	3,435.00		20034
50356	03/09/23	LN-50198 YOSIF Z ABED	53.00		20034
50357	03/09/23	LN-31270 BERGEN SQUARE COMMUNITY DEVELO	5,224.45		20035
50358	03/09/23	LN-50193 REARDEN LLC	2,742.03		20036
50359	03/09/23	LN-50193 REARDEN LLC	5,097.12		20037
50360	03/09/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,690.59		20038
50361	03/09/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,304.99		20039
50362	03/09/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,304.64		20040
50363	03/09/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	6,099.80		20041
50364	03/09/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,281.15		20042
50365	03/09/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	605.50		20043
50366	03/09/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	10,988.10		20044
50367	03/09/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,669.38		20045
50368	03/09/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,657.97		20046
50369	03/10/23	LN50103 Zion Investments Group, LLC	7,982.38		20047
50370	03/10/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	5,540.55		20048
50371	03/10/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,072.07		20049
50372	03/10/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,549.87		20050
50373	03/10/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	7,808.19		20051
50374	03/10/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	9,160.52		20052
50375	03/10/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,112.17		20053
50376	03/10/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	396.52		20054
50377	03/10/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,627.88		20055
50378	03/10/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	5,083.86		20056
50379	03/10/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	678.85		20057
50380	03/10/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,459.21		20058
50381	03/10/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	852.23		20059
50382	03/10/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,302.48		20060
50383	03/10/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	494.06		20061
50384	03/10/23	LN-50190 FIG 20, LLC	2,181.75		20062
50385	03/10/23	LN-50190 FIG 20, LLC	1,292.41		20063
50386	03/10/23	LN-50190 FIG 20, LLC	959.30		20064
50387	03/10/23	LN-50190 FIG 20, LLC	1,935.37		20065
50388	03/10/23	LN-50190 FIG 20, LLC	5,479.57		20066
50389	03/10/23	LN-50190 FIG 20, LLC	480.45		20067
50390	03/10/23	LN-50190 FIG 20, LLC	657.24		20068
50391	03/13/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,208.41		20069
50392	03/13/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,375.29		20070
50393	03/13/23	LN-50190 FIG 20, LLC	9,871.14		20071
50394	03/13/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,921.33		20072
50395	03/13/23	LN-50190 FIG 20, LLC	2,034.52		20073
50396	03/13/23	LN-50190 FIG 20, LLC	2,782.31		20074
50397	03/13/23	LN-50190 FIG 20, LLC	2,194.06		20075
50398	03/13/23	LN-50190 FIG 20, LLC	2,007.79		20076
50399	03/13/23	LN-50190 FIG 20, LLC	1,826.18		20077
50400	03/13/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,094.06		20078
50401	03/13/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,094.09		20079

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD 3RD PARTY 21 3rd Party Lienholders Account Continued					
50402	03/13/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,078.30		20080
50403	03/13/23	LN-20074 LB-HONEY BADGER,SBMUNI%	510.24		20081
50404	03/13/23	LN-50190 FIG 20, LLC	302.98		20082
50405	03/13/23	LN-50193 REARDEN LLC	5,175.42		20083
50406	03/13/23	LN-50190 FIG 20, LLC	418.02		20084

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	153	5	456,483.14	32,555.88
Direct Deposit:	0	0	0.00	0.00
Total:	153	5	456,483.14	32,555.88

TD ARP CORONA ARP Funds Coronavirus FR Acct.					
1016	02/24/23	HER30 THE HERTZ CORPORATION	13,594.42		19945
1017	03/13/23	SMART005 Smart Stitch LLC	1,063.92		20090
1018	03/17/23	CAM46 CAMDEN REDEVELOPMENT AGENCY	11,775.00		20095
1019	03/17/23	CEN03 CENTER FOR FAMILY SERVICES	381,155.00		20095
1020	03/17/23	HER30 THE HERTZ CORPORATION	13,594.42		20095
1021	03/17/23	RIS04 RISING LEADER GLOBAL	100,328.80		20095
1022	03/17/23	SOU65 SOUTH JERSEY SOLUTIONS, LLC	96,156.30		20095

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	7	0	617,667.86	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	7	0	617,667.86	0.00

TD CDBG GRANT21 CDBG ACCOUNT					
25654	02/24/23	LEV01 LEVY CONSTRUCTION CO	204,354.50	02/28/23	19603
25655	02/24/23	RAL01 RALF'S HEATING & PLUMBING	4,250.00		19947
25656	02/24/23	SSA01 S & S ARTS & CRAFTS	154.35		19947
25657	03/03/23	DRE07 DREW & ROGERS INC	151.50		19991
25658	03/03/23	MIC09 MICHAEL'S	124.70		19991
25659	03/03/23	UNI48 UNION ROOFING	4,950.00		19991
25660	03/13/23	LEV01 LEVY CONSTRUCTION CO	257,771.36		20092
25661	03/13/23	TM01 T & M ASSOCIATES	350.44		20092
25662	03/17/23	RAL01 RALF'S HEATING & PLUMBING	5,000.00		20098
25663	03/17/23	ZAS05 ZASH CONSTRUCTION, LLC	4,200.00		20098

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	10	0	481,306.85	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	10	0	481,306.85	0.00

TD ESCROW 2021 Escrow Account					
1763	03/03/23	REM02 REMINGTON & VERNICK ENGINEERS	0.00	03/03/23 VOID	0
1764	03/03/23	REM02 REMINGTON & VERNICK ENGINEERS	0.00	03/03/23 VOID	0
1765	03/03/23	REM02 REMINGTON & VERNICK ENGINEERS	30,409.43		19979
1766	03/13/23	DEM07 DEMBO, BROWN & BURNS LLP	1,056.00		20086

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
<b>TD ESCROW 2021 Escrow Account</b>					
Continued					
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	2	2	31,465.43	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	2	2	31,465.43	0.00
<b>TD ESG GRANT 21 ESG Account</b>					
10210	02/24/23	IND21 INDEPENDENCE ASSOCIATES	13,768.10		19941
10211	02/24/23	MAZ03 MAURICE BASEM MAZAHREH	11,632.51		19941
10212	03/03/23	CRA05 CRAMER HILL APARTMENTS, LLC	2,559.00		19982
10213	03/03/23	MAZ03 MAURICE BASEM MAZAHREH	1,400.00		19982
10214	03/03/23	WAS15 WASHINGTON PARK APTS LLC	3,620.00		19982
10215	03/13/23	CRA05 CRAMER HILL APARTMENTS, LLC	5,418.00		20089
10216	03/17/23	DEA14 SILVANA DEALBUGUERQUE	13,650.00		20097
10217	03/17/23	DKL01 DKL GROUP LLC	3,600.00		20097
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	8	0	55,647.61	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	8	0	55,647.61	0.00
<b>TD GEN INS 21 Insurance Fund Account</b>					
22861	02/23/23	DAV63 FREDERICK S DAVIS	2,857.20	02/28/23	19701
22862	02/24/23	KIF01 GEORGE KIFFERLY	1,795.20		19701
22863	02/24/23	BOK01 ELEANOR J BOKRETA	1,020.60		19701
22864	02/24/23	SCA10 ROBERT SCARDUZZIO	792.60	02/28/23	19701
22865	02/24/23	CIA05 RAYMOND CIANFRANI	2,041.20	02/28/23	19701
22866	02/24/23		0.00	02/24/23 VOID	0 (Reason: printing error)
22867	02/24/23	ALL47 ROBERT E ALLENBACH	2,041.20		19943
22868	02/24/23	BAR36 AGOSTINO A BARBETTA JR	2,041.20		19943
22869	02/24/23	BAS03 ROBERT A. BASILE	1,855.20		19943
22870	02/24/23	BER32 WILLIAM BERMAN	1,855.20		19943
22871	02/24/23	DAN07 ALFRED J DANSBURY	1,428.60		19943
22872	02/24/23	EWI01 DAVID EWING	850.50		19943
22873	02/24/23	FIN09 LEONARD FINNEMEN	680.40		19943
22874	02/24/23	GAR49 JERISE GARTEN	1,765.20		19943
22875	02/24/23	GLA36 MICHELE R GLASSMAN	4,422.60		19943
22876	02/24/23	GRI11 TERENCE M GRIMES	2,357.10		19943
22877	02/24/23	JOH18 RONALD L JOHNSON	2,041.20		19943
22878	02/24/23	JOH77 RICHARD E JOHNSON	2,041.20		19943
22879	02/24/23	JOSEP005 JOSEPH B GALIAZZI	2,653.80		19943
22880	02/24/23	LAS06 DANIEL LASKOWSKI	2,857.20		19943
22881	02/24/23	LEM03 ROBERT T LEMAYSKI	1,020.60		19943
22882	02/24/23	MAR08 JOSEPH A MARINI	3,265.80		19943
22883	02/24/23	MAT05 PAUL MATYJASIK	1,020.60		19943
22884	02/24/23	MAURI015 MAURICE BUSBEE	1,107.00		19943
22885	02/24/23	MCC55 MORRIS A MCCORMICK	2,041.20		19943
22886	02/24/23	MOZ02 EDWARD G MOZDEN	850.50		19943
22887	02/24/23	SONYA005 SONYA G. BELL	1,020.60		19943
22888	02/24/23	THO62 RHODA THOMAS	850.50		19943
22889	02/24/23	THR02 ALBERTA M. THRASH	1,020.60		19943
22890	02/24/23	VAL20 FRANK E. VALORA	786.60		19943
22891	02/24/23	VEN04 JOHN VENABLES	4,014.60		19943

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD GEN INS 21 Insurance Fund Account Continued					
22892	02/24/23	ZIE01 ROBERT J ZIENIUK	1,020.60		19943
22893	03/03/23	PAC05 ALFONSO PACIOCCO	1,020.60		20001
22894	03/03/23	QUA14 QUAL-LYNX	77,194.00		20001
22895	03/03/23	RUD01 ALLEN RUDDEROW, III	2,041.20		20001
22896	03/03/23	SCH29 GEORGEANN SCHRIEDER	1,020.60		20001
22897	03/03/23	SLE01 GEORGE R. SLEVIN	2,029.20		20001
22898	03/07/23	BAK05 PAUL R. BAKER, JR.	2,041.20		20030
22899	03/07/23	GOR07 THOMAS P. GORCZYNSKI	1,819.20		20030
22900	03/14/23	DIM05 THE ESTATE OF ANTHONY S. DI	1,360.80		20093
22901	03/17/23	CON53 CONNER STRONG & BUCKELEW, INC.	883.00		20096
22902	03/17/23	DST02 DSI MEDICAL SERVICES INC.	2,750.00		20096
22903	03/17/23	STA12 NJ DEPT OF LABOR & WORKFORCE D	74.45		20096
22904	03/17/23	VMG01 VIRTUA MEDICAL GROUP	1,482.80		20096
22905	03/17/23	WOR14 WORKNET OCCUPATIONAL MEDICINE	2,685.00		20096

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	44	1	151,818.65	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	44	1	151,818.65	0.00

TD GRNT ACCT 21 Grant Fund Account					
104778	02/24/23	LEX02 LEXA CONCRETE LLC	63,773.26		19946
104779	03/03/23		0.00	03/03/23 VOID	0 (Reason: Printing Error)
104780	03/03/23		0.00	03/03/23 VOID	0 (Reason: Printing Error)
104781	03/03/23	CAM46 CAMDEN REDEVELOPMENT AGENCY	8,952.50		19986
104782	03/03/23	CAM51 CAMDEN CTY BD OF FREEHOLDERS	1,800,000.00		19986
104783	03/03/23	PAR09 PARKSIDE BUS. COMM & PRNERSHP	67,934.67		19986
104784	03/03/23	WBM01 W B MASON CO, INC	1,729.98		19986
104785	03/13/23	CAM140 Camden High Football 5th Qtr	3,500.00		20091
104786	03/13/23	COM06 COMBAT BRANDS, LLC	620.18		20091
104787	03/13/23	NIG04 NIGHT KITCHEN INTERACTIVE	4,000.00		20091
104788	03/13/23	PEN31 PENNONI ASSOCIATES, INC	2,895.00		20091

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	9	2	1,953,405.59	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	9	2	1,953,405.59	0.00

TD HOME GRANT21 HOME Project Funds Account					
13354	02/24/23	TAM02 TAMARACK APARTMENTS, LLC	2,577.00		19948
13355	03/03/23	TAM02 TAMARACK APARTMENTS, LLC	859.00		19994

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	3,436.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	3,436.00	0.00

TD HOPWA GRNT21 Camden Housing Voucher Program					
14056	03/03/23	AAA05 AAA REALTY & MANAGEMENT, LLC	598.00		19998
14057	03/03/23	ABE06 ZAYED S ABED	1,667.00		19998
14058	03/03/23	AIO01 AION FOX RIDGE LLC	1,815.00		19998
14059	03/03/23	ALE02 ALEXAR PROPERTIES, LLC	968.00		19998
14060	03/03/23	AME16 AMERICAN DREAM PROPERTIES	899.00		19998

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD HOPWA	GRNT21	Camden Housing Voucher Program Continued			
14061	03/03/23	ANG08 ANGELO ASSOCIATES, LLC	885.00		19998
14062	03/03/23	ANT10 ANTIOCH DEV. URBAN RENEWAL, LP	736.00		19998
14063	03/03/23	CAP25 CAPITAL SYSTEMS PROPERTY MANAG	647.00		19998
14064	03/03/23	CE04 CEDAR BROOK NJ, LLC	1,018.00		19998
14065	03/03/23	CRO03 CROSSING AT GLASSBORO, LLC	413.00		19998
14066	03/03/23	DAV60 DAVENPORT VILLAGE	619.00		19998
14067	03/03/23	DEL56 DELANCO FAMILY APTS	674.00		19998
14068	03/03/23	DI001 GENE DINA	1,110.00		19998
14069	03/03/23	EME14 GIBBSBORO LLC	1,013.00		19998
14070	03/03/23	FA117 FAIRVIEW VILLAGE URBAN RENEWAL	690.00		19998
14071	03/03/23	GAR54 VERENICE GARCIA	957.00		19998
14072	03/03/23	GAT05 GATEHOUSE & COOPERSTOWN APTS	693.00		19998
14073	03/03/23	GIB04 GIBBSBORO REALTY LLC	1,175.00		19998
14074	03/03/23	GRA65 GRACE PROPERTY SOLUTION	1,695.00		19998
14075	03/03/23	GTM01 GTM VILLAGES, LLC	330.00		19998
14076	03/03/23	HPA01 HP ALTMAN AUTUMN RIDGE LLC	406.00		19998
14077	03/03/23	KEL27 BARBARA KELLY	471.00		19998
14078	03/03/23	KRI04 KRIEGMAN & SMITH	1,932.00		19998
14079	03/03/23	LIN20 LINDENWOLD PH, LP	2,081.00		19998
14080	03/03/23	LUM03 LUMBERTON CAMPUS LP	498.00		19998
14081	03/03/23	MAR109 MARKET FAIR URBAN	488.00		19998
14082	03/03/23	NOR05 NORTH FORKLANDING ASSOCIATION	598.00		19998
14083	03/03/23	OAK04 OAK RIDGE APARTMENTS	704.00		19998
14084	03/03/23	REA16 REAL PORTFOLIO 8, LLC	464.00		19998
14085	03/03/23	ROD69 LUIS RODRIGUEZ	109.00		19998
14086	03/03/23	ROS04 ROSS GROVE, LLC	160.00		19998
14087	03/03/23	TAM02 TAMARACK APARTMENTS, LLC	1,567.00		19998
14088	03/03/23	THE36 THE HEATHERS REALTY, LLC	667.00		19998
14089	03/03/23	TNJ01 TNJ PROPERTIES/PRESIDENTIAL	758.00		19998
14090	03/03/23	TUC03 RAYMOND TUCKER	816.00		19998
14091	03/03/23	WAS15 WASHINGTON PARK APTS LLC	714.00		19998
14092	03/03/23	WIL121 CHARLES WILSON	47.00		19998
14093	03/03/23	WIL84 CHRIS WILLIAMS	839.00		19998
14094	03/03/23	WSA01 WS AFFORDABLE URBAN RENEWAL LL	1,659.00		19998
14095	03/03/23	YCM01 YC MANAGEMENT, LLC	2,385.00		19998
14096	03/17/23	ALP05 ALPINE COURT APARTMENTS	2,364.00		20099
14097	03/17/23	BCI01 B&C INVESTING	2,038.00		20099
14098	03/17/23	BNT01 BNTR MOUNT LAUREL PROPCO, LLC	2,334.00		20099
14099	03/17/23	FOX04 AION FOX RIDGE, LLC	1,011.00		20099
14100	03/17/23	GAB02 ELI GABAY	2,220.00		20099
14101	03/17/23	HOL49 HOLLYBUSH PRESERVATION	2,087.00		20099
14102	03/17/23	LEW18 LEWIS INSEPCTIONS	1,850.00		20099
14103	03/17/23	OAK04 OAK RIDGE APARTMENTS	887.00		20099
14104	03/17/23	SPR09 1721 SPRINGDALE URBAN RENEWAL	2,020.00		20099
14105	03/17/23	WSA01 WS AFFORDABLE URBAN RENEWAL LL	553.00		20099

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	50	0	53,329.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	50	0	53,329.00	0.00

TD SEWER 21	Sewer Utility			
7730	03/03/23	VEL06 NELSON VELEZ	2,635.82	20003



Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num	
TD SEWER 21 Sewer Utility						
Continued						
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:		1	0	2,635.82	0.00
	Direct Deposit:		0	0	0.00	0.00
	Total:		1	0	2,635.82	0.00
TD SEWER CAP 21 Sewer Capital Account						
445	02/24/23	REM02 REMINGTON & VERNICK ENGINEERS	24,556.11		19944	
446	03/13/23	REM02 REMINGTON & VERNICK ENGINEERS	37,350.42		20088	
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:		2	0	61,906.53	0.00
	Direct Deposit:		0	0	0.00	0.00
	Total:		2	0	61,906.53	0.00
TD TRUST 21 Trust Other Account						
3554	03/13/23	NJD20 NJ DEPT OF HLTH & SR SER.	117.60		20087	
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:		1	0	117.60	0.00
	Direct Deposit:		0	0	0.00	0.00
	Total:		1	0	117.60	0.00
TDGENERAL21 General Account						
139507	02/24/23	AND01 ANDREW VIOLA, ESQ	250.00		19942	
139508	02/24/23	ATT07 AT&T	6,159.00		19942	
139509	02/24/23	ATT09 AT&T CORP	55.06		19942	
139510	02/24/23	AUT01 AUTOMATIC DATA PROCESSING	5,409.04		19942	
139511	02/24/23	BEL02 VERIZON	13,127.80		19942	
139512	02/24/23	BHA01 NIKHIL BHALLA	1,800.00		19942	
139513	02/24/23	BRT01 BRT TECHNOLOGIES, LLC	1,049.40		19942	
139514	02/24/23	CAM01 CAMDEN BAG & PAPER COMPAY	2,364.30		19942	
139515	02/24/23	CAR01 CARTUN HARDWARE	429.18		19942	
139516	02/24/23	CEN03 CENTER FOR FAMILY SERVICES	9,750.00		19942	
139517	02/24/23	COM35 COMCAST BUSINESS SERVICES --	671.95		19942	
139518	02/24/23	CON02 CONTRACTOR SERVICE	5,647.04		19942	
139519	02/24/23	COU01 COURIER POST	1,249.09		19942	
139520	02/24/23	EME15 EMERGENCY EQUIPMENT SALES,LLC	2,178.76		19942	
139521	02/24/23	ENV01 ENVIRONMENTAL RESOLUTIONS, INC	5,270.00		19942	
139522	02/24/23	EPI01 EPICOR SOFTWARE CORP	3,735.40		19942	
139523	02/24/23	HOM17 HOME DEPOT CREDIT SERVICES	809.73		19942	
139524	02/24/23	IKO02 RICOH USA, INC	28,366.11		19942	
139525	02/24/23	LIN18 LINE SYSTEMS, INC. DBA	6,750.64		19942	
139526	02/24/23	MCC27 KRISDEN M MCCRINK	350.00		19942	
139527	02/24/23	MIC06 MICROSYSTEMS-NJ.COM LLC	2,200.00		19942	
139528	02/24/23	MOU07 MOUNT LAUREL ANIMAL HOSPITAL	387.00		19942	
139529	02/24/23	MUN36 MUNICIPAL EMERGENCY SERVICES	136.00		19942	
139530	02/24/23	NJA06 NEW JERSEY AMERICAN WATER CO	23,742.69		19942	
139531	02/24/23	REM02 REMINGTON & VERNICK ENGINEERS	562.50		19942	
139532	02/24/23	SPO08 SPOK	6.27		19942	
139533	02/24/23	SSA01 S & S ARTS & CRAFTS	87.95		19942	
139534	02/24/23	SUB11 SUBURBAN CONSULTING ENGINEERS	4,939.70		19942	
139535	02/24/23	TCT07 TCTA MEMBERSHIP SERVICES	200.00		19942	

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
TDGENERAL21		General Account	Continued	
139536	02/24/23	TDK01 TDK SYSTEMS GROUP, INC	115.25	19942
139537	02/24/23	TTI01 TTI ENVIRONMENTAL, INC	1,220.00	19942
139538	02/24/23	WBM01 W B MASON CO, INC	836.51	19942
139539	02/24/23	WIT05 WITMER PUBLIC SAFETY GROUP	941.15	19942
139540	02/24/23	COM5853 COMCAST #5853 N CAMDEN COMM	253.39	19949
139541	02/24/23	COM7634 COMCAST #7634 BROADWAY COMM	166.85	19949
139542	02/24/23	COM9135 COMCAST #9135 ENGINE 10 FIRE	153.35	19949
139543	02/24/23	COM9777 COMCAST #9777 FLEET	144.89	19949
139544	02/24/23	COM9812 COMCAST #9812 27 FEDERAL ST	113.35	19949
139545	02/24/23	COM9853 COMCAST #9853 MALANDRA HALL	126.85	19949
139546	02/24/23	COM3757 COMCAST #3757 MLK JR. COMM.	126.85	19950
139547	03/03/23	ALL43 ALL RISK PROPERTY	7,089.60	19976
139548	03/03/23	ALP03 ALPER ENTERPRISES	10,250.00	19976
139549	03/03/23	AVR01 AVR RESOURCE GROUP, INC.	4,424.80	19976
139550	03/03/23	BIF01 BIFF DUNCAN ASSOCIATES, INC.	33.75	19976
139551	03/03/23	BIG03 BIG TRUCK RENTAL, LLC	8,200.00	19976
139552	03/03/23	BRO81 BROWN & CONNERY LLP	13,409.78	19976
139553	03/03/23	CAM37 CAMDEN COUNTY TREASURER	194,349.69	19976
139554	03/03/23	CAM45 CAMDEN LUTHERAN HOUSING CORP.	14,490.05	19976
139555	03/03/23	CAR01 CARTUN HARDWARE	1,425.00	19976
139556	03/03/23	CCM01 C C M U A	12,868.34	19976
139557	03/03/23	CHE03 CHERRY VALLEY TRACTOR	3,790.97	19976
139558	03/03/23	COM35 COMCAST BUSINESS SERVICES --	122.93	19976
139559	03/03/23	COM6404 COMCAST #6404 CRAMER HILL	116.85	19976
139560	03/03/23	COM7905 COMCAST #7905 ENGINE 11 FIRE	108.35	19976
139561	03/03/23	COR36 CORE MECHANICAL, INC.	6,330.93	19976
139562	03/03/23	DEC01 DECOTIIS, FITZPATRICK & COLE	1,872.00	19976
139563	03/03/23	DEF10 DEFEO ASSOCIATES	508.75	19976
139564	03/03/23	DRE07 DREW & ROGERS INC	590.20	19976
139565	03/03/23	EJM01 ERIK JAMES MONTGOMERY	500.00	19976
139566	03/03/23	EOH01 E O HABHEGGER CO, INC	289.00	19976
139567	03/03/23	FON04 FRANKIE FONTANEZ, ESQ	11,666.66	19976
139568	03/03/23	GAN01 GANN LAW BOOKS	3,227.00	19976
139569	03/03/23	GAR13 GARDEN STATE MAT RENTAL	59.04	19976
139570	03/03/23	GRE61 GREEN ESTATES LAWN SPRINKLERS	819.00	19976
139571	03/03/23	HAR04 THE ORIGINAL W. HARGROVE	46,380.00	19976
139572	03/03/23	HOM11 HOME DEPOT	7,396.87	19976
139573	03/03/23	JOH08 JOHNSON & TOWERS INC.	1,871.56	19976
139574	03/03/23	KON05 KONICA MINOLTA PREMIER FINANCE	1,013.50	19976
139575	03/03/23	MAJ02 MAJESTIC OIL CO, INC	15,207.28	19976
139576	03/03/23	MCC44 HOWARD MCOACH, PC	5,209.60	19976
139577	03/03/23	MCC46 MCCLOSKEY MECHANICAL	3,408.53	19976
139578	03/03/23	NJA06 NEW JERSEY AMERICAN WATER CO	11,893.20	19976
139579	03/03/23	PAC07 PACER SERVICE CENTER	36.50	19976
139580	03/03/23	PAR07 PARA-PLUS TRANSLATIONS, INC	584.12	19976
139581	03/03/23	PEM02 PEMBERTON SUPPLY COMPANY LLC	2,258.46	19976
139582	03/03/23	RRD01 RR DONNELLEY	1,386.00	19976
139583	03/03/23	SHI03 SHI INTERNATIONAL CORP	12,634.38	19976
139584	03/03/23	TDK01 TDK SYSTEMS GROUP, INC	540.00	19976
139585	03/03/23	THEIN005 THE INQUIRER	201.19	19976
139586	03/03/23	TTI01 TTI ENVIRONMENTAL, INC	628.00	19976
139587	03/03/23	WAS01 WASTE MANAGEMENT OF NEW JERESY	23,470.00	19976

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			Continued
139588	03/03/23	CAM12 CAMDEN COUNTY CLERK'S OFFICE	33.00		20004
139589	03/03/23	HER30 THE HERTZ CORPORATION	2,377.46		20004
139590	03/03/23	WAS01 WASTE MANAGEMENT OF NEW JERESY	728,049.31		20004
139591	03/03/23	THE36 THE HEATHERS REALTY, LLC	458.00		20009
139592	03/03/23	WAS01 WASTE MANAGEMENT OF NEW JERESY	760,754.50		20011
139593	03/13/23	ACC06 ACCURATE LANGUAGE SERVICES	358.57		20085
139594	03/13/23	ALP03 ALPER ENTERPRISES	26,915.00		20085
139595	03/13/23	AME01 AMERICAN ASPHALT	1,639.18		20085
139596	03/13/23	ANT10 ANTIOCH DEV. URBAN RENEWAL, LP	2,653.42		20085
139597	03/13/23	AVR01 AVR RESOURCE GROUP, INC.	4,106.40		20085
139598	03/13/23	BER35 JOSE BERRIOS, DEPUTY CHIEF	30.00		20085
139599	03/13/23	BIG03 BIG TRUCK RENTAL, LLC	17,000.00		20085
139600	03/13/23	BRO81 BROWN & CONNERY LLP	13,046.54		20085
139601	03/13/23	COM35 COMCAST BUSINESS SERVICES --	122.94		20085
139602	03/13/23	COM7626 COMCAST #7626 KAIGH AVE FIRE	113.35		20085
139603	03/13/23	COM7997 COMCAST #7997 FIRE ADMIN.	284.89		20085
139604	03/13/23	DEC01 DECOTIIS, FITZPATRICK & COLE	6,142.50		20085
139605	03/13/23	DEM07 DEMBO, BROWN & BURNS LLP	4,000.00		20085
139606	03/13/23	DRE07 DREW & ROGERS INC	750.00		20085
139607	03/13/23	EME15 EMERGENCY EQUIPMENT SALES, LLC	0.00	03/13/23 VOID	0
139608	03/13/23	EME15 EMERGENCY EQUIPMENT SALES, LLC	29,447.27		20085
139609	03/13/23	FIR51 FIRE & SAFETY SERVICES, LTD.	14,454.88		20085
139610	03/13/23	FRA05 FRANKLIN TRAILERS, INC	533.80		20085
139611	03/13/23	GAN01 GANN LAW BOOKS	1,624.00		20085
139612	03/13/23	GRA62 GRAMERCY PARK HOLDINGS, LLC	7,820.60		20085
139613	03/13/23	HAR04 THE ORIGINAL W. HARGROVE	65,000.00		20085
139614	03/13/23	HOF03 HOFFMAN EQUIPMENT	13,535.73		20085
139615	03/13/23	HOM01 HOME DEPOT CREDIT SVCS.	735.41		20085
139616	03/13/23	HOM11 HOME DEPOT	804.78		20085
139617	03/13/23	JOS07 JOSEPH'S HOUSE OF CAMDEN, LLC	3,250.00		20085
139618	03/13/23	LEE02 DONNA LEE VITALE	198.00		20085
139619	03/13/23	LIB02 LIBERTY PARK ESTATES	27,910.77		20085
139620	03/13/23	MCC44 HOWARD MCCOACH, PC	7,399.70		20085
139621	03/13/23	MER01 MERCHANTVILLE OVERHEAD	4,944.67		20085
139622	03/13/23	MID17 DIVAL SAFETY EQUIPMENT, INC	1,464.24		20085
139623	03/13/23	MIL19 MILLENNIUM SKATE WORLD	260.00		20085
139624	03/13/23	NEW49 NEW LIFE COMMUNITY DEV. CORP	13,000.00		20085
139625	03/13/23	NIG04 NIGHT KITCHEN INTERACTIVE	4,500.00		20085
139626	03/13/23	NJP03 NJPHCC	213.00		20085
139627	03/13/23	NOR41 NORTHSTAR VETS - MAPLE SHADE	338.95		20085
139628	03/13/23	PAA01 PAA CONSULTING LLC DBA SOMA	3,391.50		20085
139629	03/13/23	PAR01 PARKING AUTHORITY	7,080.00		20085
139630	03/13/23	PEN31 PENNONI ASSOCIATES, INC	510.00		20085
139631	03/13/23	POL01 POLLUTION CONTROL FINANCING	92,941.80		20085
139632	03/13/23	PRO45 PROCTOR PROPERTIES	17,160.00		20085
139633	03/13/23	REG02 REGINE A ERVIN, CCR	2,267.75		20085
139634	03/13/23	RIV39 RIVERFRONT RECYCLING &	60.00		20085
139635	03/13/23	SHA34 SHARDA PAPER INC	8,534.00		20085
139636	03/13/23	SHE01 SHERWIN-WILLIAMS CO	1,435.88		20085
139637	03/13/23	SHI03 SHI INTERNATIONAL CORP	211.42		20085
139638	03/13/23	SMART005 Smart Stitch LLC	1,909.18		20085
139639	03/13/23	TDK01 TDK SYSTEMS GROUP, INC	1,517.50		20085

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			Continued
139640	03/13/23	WAS01 WASTE MANAGEMENT OF NEW JERESY	93,016.10		20085
139641	03/13/23	WBM01 W B MASON CO, INC	13,612.08		20085
139642	03/13/23	WHA01 WHARTON HARDWARE & SUPPLY CORP	384.16		20085
139643	03/17/23	ACC19 ACCESS TRAINING SERVICES, INC.	590.00		20094
139644	03/17/23	ALL42 ALL HANDS FIRE EQUIPMENT LLC	911.20		20094
139645	03/17/23	AVR01 AVR RESOURCE GROUP, INC.	28,455.55		20094
139646	03/17/23	BIF01 BIFF DUNCAN ASSOCIATES, INC.	189.95		20094
139647	03/17/23	BLE03 THE BLEZNAK ORGANIZATION	56,464.68		20094
139648	03/17/23	BRI31 BRIGHT IDEA LED	3,033.00		20094
139649	03/17/23	CAM122 CAMDEN SPECIAL SVS DISTRICT	803,915.00		20094
139650	03/17/23	CAR01 CARTUN HARDWARE	538.73		20094
139651	03/17/23	CAR94 CARLIN, WARD, ASH & HEIART LLC	227.50		20094
139652	03/17/23	COM3757 COMCAST #3757 MLK JR. COMM.	106.85		20094
139653	03/17/23	COM5853 COMCAST #5853 N CAMDEN COMM	355.93		20094
139654	03/17/23	COM7634 COMCAST #7634 BROADWAY COMM	146.85		20094
139655	03/17/23	COM8493 COMCAST #8493 BROADWAY LIBERTY	156.85		20094
139656	03/17/23	COM9670 COMCAST #9670 MAYOR'S OFFICE	135.17		20094
139657	03/17/23	COM9812 COMCAST #9812 27 FEDERAL ST	113.35		20094
139658	03/17/23	COM9853 COMCAST #9853 MALANDRA HALL	106.85		20094
139659	03/17/23	COO12 COOPER UNVERSITY HEALTH CARE	1,399.68		20094
139660	03/17/23	DEF10 DEFEO ASSOCIATES	185.00		20094
139661	03/17/23	DEL25 DELL, INC.	2,990.52		20094
139662	03/17/23	EME15 EMERGENCY EQUIPMENT SALES,LLC	0.00	03/17/23 VOID	0
139663	03/17/23	EME15 EMERGENCY EQUIPMENT SALES,LLC	28,185.05		20094
139664	03/17/23	ENG01 ENGINEERING HYDRAULICS	112.62		20094
139665	03/17/23	FED14 FEDEX (OMEGA CORP CTR)	45.30		20094
139666	03/17/23	GAR02 GARDEN STATE HIGHWAY PRODUCTS	1,660.00		20094
139667	03/17/23	GRA39 GRAINGER	858.81		20094
139668	03/17/23	HAI05 HAINESPORT AUTO & TRUCK	0.00	03/17/23 VOID	0
139669	03/17/23	HAI05 HAINESPORT AUTO & TRUCK	0.00	03/17/23 VOID	0
139670	03/17/23	HAI05 HAINESPORT AUTO & TRUCK	32,033.66		20094
139671	03/17/23	HAR02 HARRY'S PLUMBING L.L.C.	939.80		20094
139672	03/17/23	HER30 THE HERTZ CORPORATION	3,515.83		20094
139673	03/17/23	HOM15 HOMEWARD BOUND PET ADOPTION	41,166.66		20094
139674	03/17/23	IKO02 RICOH USA, INC	78.00		20094
139675	03/17/23	IND01 INDEPENDENT ANIMAL CARE SRV	41,030.00		20094
139676	03/17/23	JWA02 JOHN WESLEY APTS, LLC	8,000.00		20094
139677	03/17/23	KON05 KONICA MINOLTA PREMIER FINANCE	542.30		20094
139678	03/17/23	LAU01 LAUREL LAWN MOWER SERVICE	1,345.86		20094
139679	03/17/23	LEX01 LEXIS NEXIS	744.00		20094
139680	03/17/23	LOW04 LOWTHER SMALL ENJINE, INC	1,674.33		20094
139681	03/17/23	MAJ02 MAJESTIC OIL CO, INC	37,436.06		20094
139682	03/17/23	MAP03 MAPLE LEAF LAWCARE, INC	3,937.00		20094
139683	03/17/23	MCC44 HOWARD MCOACH,PC	7,199.50		20094
139684	03/17/23	NJA06 NEW JERSEY AMERICAN WATER CO	23,377.16		20094
139685	03/17/23	NJI04 NJ-IAAI	450.00		20094
139686	03/17/23	NOR41 NORTHSTAR VETS - MAPLE SHADE	478.65		20094
139687	03/17/23	OBE01 OBERMAYER REBMAN MAXWELL &	1,069.00		20094
139688	03/17/23	PAA01 PAA CONSULTINGLLC DBA SOMA	8,007.00		20094
139689	03/17/23	PEM02 PEMBERTON SUPPLY COMPANY LLC	660.00		20094
139690	03/17/23	POL01 POLLUTION CONTROL FINANCING	112,328.16		20094
139691	03/17/23	POO03 POOL OPERATION MANAGEMENT	740.00		20094

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account	Continued		
139692	03/17/23	PSE01 PSEG	270,454.36		20094
139693	03/17/23	QUA15 QUADIENT, INC.	1,596.00		20094
139694	03/17/23	REM02 REMINGTON & VERNICK ENGINEERS	1,232.50		20094
139695	03/17/23	RIC28 RICOH CORPORATION	60.00		20094
139696	03/17/23	ROB12 ROBINSON WASTE DISPOSAL SVS	420.00		20094
139697	03/17/23	SAN05 MARK SAUNDERS	2,133.06		20094
139698	03/17/23	TDK01 TDK SYSTEMS GROUP, INC	3,710.24		20094
139699	03/17/23	WIL118 DR EDWARD WILLIAMS, PP., AICP	324.00		20094
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	189	4	4,110,414.73	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	189	4	4,110,414.73	0.00
WIRES					
223231	02/23/23	AET01 AETNA	1,228,145.83	02/28/23	19951
227231	02/27/23	STA42 STATE OF NEW JERSEY	7,755.54	02/28/23	19952
372023	03/07/23	AET01 AETNA	1,267,137.96		20100
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	3	0	2,503,039.33	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	3	0	2,503,039.33	0.00
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	481	14	10,482,674.14	32,555.88
	Direct Deposit:	0	0	0.00	0.00
	Total:	481	14	10,482,674.14	32,555.88

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	2-01	1,923,750.21	0.00	0.00	1,923,750.21
Current Fund	3-01	1,985,234.83	201,429.69	0.00	2,186,664.52
Sewer Operating Fund	3-07	0.00	2,635.82	0.00	2,635.82
Insurance Trusts Fund	3-13	2,654,857.98	0.00	0.00	2,654,857.98
Trust - TTL Redemption	3-15	456,433.14	0.00	0.00	456,433.14
Trust - Animal Control	3-32	117.60	0.00	0.00	117.60
Year Total:		5,096,643.55	204,065.51	0.00	5,300,709.06
Sewer Capital Fund	C-08	61,906.53	0.00	0.00	61,906.53
	E-CV	39,015.10	0.00	0.00	39,015.10
Federal-State Grant Fund	G-02	2,195,452.69	0.00	0.00	2,195,452.69
	G-18	304,850.00	0.00	0.00	304,850.00
	G-19	1,685.00	0.00	0.00	1,685.00
	G-20	66,190.76	0.00	0.00	66,190.76
	G-21	2,895.00	0.00	0.00	2,895.00
	G-BG	481,306.85	0.00	0.00	481,306.85
	G-ES	16,632.51	0.00	0.00	16,632.51
	G-HM	3,436.00	0.00	0.00	3,436.00
	G-HP	53,329.00	0.00	0.00	53,329.00
Year Total:		3,125,777.81	0.00	0.00	3,125,777.81
	T-31	50.00	0.00	0.00	50.00
Total of All Funds:		10,247,143.20	204,065.51	0.00	10,451,208.71

Project Description	Project No.	Project Total
Branch Village Assoc Phase IV	0408I858	113.75
PSE&G New State Street Substat	0408I892	983.75
HEMANG PATEL RAJ & AARAV, INC	0408I895	982.50
PSE&G Woodlynne Substation	0408I899	920.00
PBCIP -10 UNIT PROJECT HOUSING	0408I902	138.75
CRAMER HILL SENIOR URBAN RENEW	0408I904	3,808.14
CRAMER HILL FAMILY BLK856	0408I905	920.00
CRAMER HILL FAMILY URBAN RENEW	0408I906	2,723.76
PSE&G M&R STATION	0408I910	480.00
KIPP COOPER NORCOSS-WHITTIER	0408I913	812.50
CP THORN & COPEWOOD, LLC	0408I914	2,641.25
LUCCELLO PROPERTIES, LLC	0408I915	150.00
PLANKTON ENERGY, LLC	0408I920	258.75
TOWER NORTH DEVELOPMENT, LLC	0408I921	150.00
AIR PRODUCTS AND CHEMICALS,INC	0408I928	7,230.03
Camden's Charter School Netwrk	0408P896	185.00
Matrix Admiral Wilson Develop	0408P909	2,308.75
VIRTUA OUR LADY OF LOURDES	0408P926	138.75
PSE&G STATE STREET SUBSTATION	0408P932	1,235.00
COOPER CANCER CENTER, INC.	0408P933	3,350.00
CAMDEN'S CHARTER SCHOOL NETWRK	0408P936	92.50
VIRTUA OLOL TRASH COMPACTOR	0408P940	786.25
CAMDEN'S CHARTER SCHOOL NETWRK	15798	1,056.00
Total of All Projects:		<u>31,465.43</u>

March 27, 2023  
08:20 AM

CAMDEN CITY  
Check Payment Batch Verification Listing

Page No: 1

Batch Id: SNH      Batch Type: C      Batch Date: 03/27/23      Checking Account: TDGENERAL21      G/L Credit: Budget G/L Credit  
Generate Direct Deposit: N

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item	Description		Description					
	03/27/23	MCC27	KRISDEN M MCCRINK		475 RT 73 NORTH					
23-00119	01/18/23	4	CONFLICT COURT 3/17/23	350.00	3-01-E0-103-906		Budget	Aprv	1	1
				<u>350.00</u>	PROFESSIONAL SERVICES					

Checks:	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
	1	1	350.00

There are NO errors or warnings in this listing.



Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	3-01	350.00	0.00	0.00	350.00
Total of All Funds:		<u>350.00</u>	<u>0.00</u>	<u>0.00</u>	<u>350.00</u>

G/L Posting Summary

Account	Description	Debits	Credits
3-01-101-01-001-001	Cash - TD 4308903487	0.00	350.00
3-01-201-20-100-001	Appropriations - Current Year Budget	<u>350.00</u>	<u>0.00</u>
	Grand Total:	350.00	350.00




DEPARTMENT OF FINANCE  
**CITY OF CAMDEN**  
NEW JERSEY

VICTOR CARSTARPHEN  
MAYOR

GERALD C. SENESKI  
DIRECTOR OF FINANCE  
TEL: 856-757-7582  
EMAIL: FINANCE@CI.CAMDEN.NJ.US  
WEBSITE: WWW.CI.CAMDEN.NJ.US

**MEMORANDUM**

To: Honorable Angel Fuentes, City Council President  
Luis Pastoriza, Municipal Clerk

From: Gerald Seneski, Director of Finance 

Date: March 27, 2023

Subject: Payroll Register Summary Communications for Forthcoming City  
Council Meeting- April 11, 2023

RECEIVED  
2023 MAR 29 P 12: 10  
MUNICIPAL CLERK OFFICE  
CAMDEN, N.J.

Attached, please find the Payroll Register Summary for the City of Camden for the pay periods of 3/3/202 . 3/17/23 and Retro pay 3/24/23 . Detailed information is available upon request to the Mayor's Office.

Please include this communication in the Agenda for the forthcoming Council Meeting to be voted on for approval.

Please contact me at extension 7582, if you have any additional questions.

GCS/mr

Attachments

cc: Honorable Victor Carstarphen, Mayor

LDR

COMPANY TOTAL COMPANY CODE	HOURS	EARNINGS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
EXE	.00 REG .00 O/T .00 HOURS 3 .00 HOURS 4	.00 REG 147,848.30 EARNINGS 3 .00 EARNINGS 5	137,825.94 FIT .00 SS 12,837.23 MED 56,120.04 STATE 3,153.97 SUJ 551.69 FLI	650,660.62 TOTAL DEDUCTIONS	127 Pays <input type="checkbox"/> 58,350.34

EARNINGS ANALYSIS: 858,247.39 B RETRO 913.55 H HOLIDY 20,872.16 K SICK 4,586.44 V VAC.  
2,731.73 SEV SEVERN

STATUTORY DED. ANALYSIS: 56,120.04 56 NJ 551.69 56 NJ FLI  
3,153.97 56 NJ SUJ

VOLUNTARY DED. ANALYSIS: 86,835.34 P PENS. 139,148.25 U 13,770.89 V 78,200.00 W  
222,212.77 31 60,456.96 32 17,250.87 33 18,602.83 BN1  
4,771.55 BN2 9,411.16 BN5

COMPANY TOTAL	HOURS	EARNINGS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY	
EXE	6,060.52 REG .00 O/T .00 HOURS 3 1,176.50 HOURS 4	1,512,585.86 REG 1,046,200 EARNINGS 3 1,274.00 EARNINGS 5	31,658.68 O/T 58,494.05 EARNINGS 4 1,602,966.39 GROSS	141,466.92 FIT 50,221.15 SS 22,178.25 MED 59,056.65 STATE 6,804.56 SUI 960.60 FLI	1,289,112.63 TOTAL DEDUCTIONS	620 Pays <input type="checkbox"/> 33,165.63

HOURS ANALYSIS:

4.00	10	SUSQUA	1,157.00	15	ST/OT	15.50	16	1&1/2
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EARNINGS ANALYSIS:

1,955.95	A	ACT. ST	2,462.51	M	ADJUST	403.37	10	SUSQUA
57,150.43	15	ST/OT	1,292.81	16	1&1/2	1,000.00	OCC	ONCALL
1,274.00	2TL							

MEMO ANALYSIS:  
STATUTORY DED. ANALYSIS: 281.25 D DCRPER 3,285.62 I G.T.L. 1,414,377.03 P

VOLUNTARY DED. ANALYSIS:

40.61	B	BKDCRP	960.60	56	NJ	FLI
2,172.33	K	BKPN	4,315.74	D	ANUTY.	
3,311.21	S	DCRP	42.96	O		
21,692.74	1	LOAN	184,892.33	U		
1,813.66	8	PENARR	26,087.22	3	LOAN	
2,429.50	25	AFLAC	2,510.23	CO	COLTAX	
62,671.77	33	LOC.78	155.04	29	AF10MO	
5,700.48	43	TXLEVY	651.00	34	PARK	
325.00	61	GARN	4,061.39	45	CNC.10	
385.92	73	CHILD	25.00	62	GARN\$	
832.00	77	CHILD	10.00	74	GARN	
25,343.23	BN1		202.20	78	CHILD	
235.00	BN6		5,313.22	BN2		
27,108.72	FAM FAMILY		17,739.00	BN9		
522.50	45C CWASTG		15,199.70	PCH PARENT		
			1,267.77	45S CWAFUL		

CODE	AMOUNT	DESCRIPTION	CODE	AMOUNT	DESCRIPTION
	1,809.18	E BKPN		3,258.83	I C.INS.
	75,110.84	P PENS.		50,040.39	Q PENS.
	64,290.65	V		20,103.00	W
	430.91	5 ARRS.		216.51	6 INS AR
	271.92	13 VALIC		684.60	19 AFLAC
	513,081.83	31		88,715.10	32
	68.00	35 WGFEE		2,833.49	42 L.2578
	2,595.00	56 HOUSE		55.00	57 P.A.C.
	848.50	68 BANK		2,519.54	69 GARSH
	9,181.81	75 CHILD		2,906.00	76 CHILD
	1,150.43	79 WAGE\$		1,935.36	ADD ADD
	25.00	BN3		2,797.42	BNS
	78.84	COL COLLIF		10,800.88	CPL COUPLE
	15,726.27	SIN SINGLE		519.86	VPL VOLLIF

COMPANY TOTAL COMPANY CODE	HOURS	EARNINGS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
EXE	5,725.75 REG .00 O/T .00 HOURS 3 1,256.50 HOURS 4	1,500,256.56 REG 804.41- EARNINGS 3 1,274.00 EARNINGS 5	164,414.10 FIT 51,727.23 SS 23,297.49 MED 65,608.20 STATE 7,060.68 SUI 1,010.21 FLI	1,298,938.98 TOTAL DEDUCTIONS	633 Pays 73,531.75

HOURS ANALYSIS:

1,256.50	15	ST/OT
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EARNINGS ANALYSIS:

1,790.44	A	ACT.ST	366.66-	C	CLOTH	1,055.67-	D	DOCK T	1,336.79	H	HOLIDY
56,733.38	K	SICK	4,521.18	M	ADJUST	50.27	R	COLLEG	525.00	T	AUTO
10,217.57	V	VAC.	60,245.17	15	ST/OT	566.10	CMP	COMP	1,000.00	OCC	ONCALL
4,064.31	SEV	SEVERN	1,804.41-	SUS	SUSPN	1,274.00	2TL				

MEMO ANALYSIS:

250.00	D	DCRPER	6.16	G	G.T.L.	3,322.82-	I	G.T.L.	1,416,692.12	P
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STATUTORY DED. ANALYSIS:

65,601.29	56	NJ	6.91	59	PA
7,060.68	56	NJ	1,010.21	56	NJ
					FLI

VOLUNTARY DED. ANALYSIS:

40.61	B	BKCRP	4,315.74	D	ANUTY.	1,809.18	E	BKPN	3,296.03	I	C.INS.
2,058.18	K	BKPN	42.96	O		74,697.96	P	PENS.	50,598.57	Q	PENS.
3,250.57	S	DCRP	185,086.22	U		62,880.85	V		20,153.00	W	
21,692.74	1	LOAN	26,087.22	3	LOAN	2,510.23	CO	COLTAX	271.92	13	VALIC
684.60	19	AFLAC	2,445.88	25	AFLAC	155.04	29	AFTOMO	508,058.91	31	
89,814.56	32		62,530.92	33		620.00	34	PARK	85.00	35	WGFFEE
2,833.49	42	L.2578	5,700.48	43	LOC.78	1,492.74	44	BUFF	4,017.33	45	CNC.10
425.00	53	LPEFA.	2,595.00	56	HOUSE	55.00	57	P.A.C.	325.00	61	TXLEVY
15.43	62	GARN\$	6,073.55	66		848.50	68	BANK	2,420.12	69	GARSH
386.54	73	GARN	10.00	74	GARN	8,732.52	75	CHILD	2,812.25	76	CHILD
729.48	77	CHILD	233.26	78	CHILD	1,211.48	79	WAGES\$	1,947.00	ADD	ADD
28,389.47	BN1		2,011.18	BN2		2,660.41	BN3		2,659.63	BN5	
535.00	BN6		18,987.00	BN9		78.84	COL	COLLIF	10,500.56	CPL	COUPLE
30,334.11	FAM	FAMILY	17,439.70	PCH	PARENT	15,999.39	SIN	SINGLE	519.86	VPL	VOLLIF
525.00	45C	CWASTG	1,267.77	45S	CWAFUL						

*Old  
Business*

06-1

DB:dh  
03-14-23

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO EXECUTE A  
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION,  
DIVISION OF WATER QUALITY, TREATMENT WORKS APPROVAL PERMIT  
APPLICATION (TWA-1) AND STATEMENT OF CONSENT (WQM-003) FOR  
SPECTRUM CAPITAL CAMDEN, LLC FOR THE CONSTRUCTION OF A HOTEL  
AT 1112-1156 LINDEN STREET (BLOCK 110, LOT(S) 11, 16, 49, 51, 51B01 AND 61)**

**WHEREAS**, Spectrum Capital Camden, LLC has applied to the New Jersey Department of Environmental Protection (NJDEP) for a Treatment Works Approval (TWA-1) permit for the purpose of installing a sanitary sewer extension associated with the proposed project; and

**WHEREAS**, the City of Camden consents to the TWA-1 permit application to be filed by Spectrum Capital Camden, LLC with the NJDEP; and

**WHEREAS**, the TWA-1 application has been reviewed and approved by the City Engineer; now, therefore

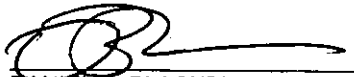
**BE IT RESOLVED**, by the City Council of the City of Camden that it hereby authorizes the Municipal Clerk and/or his designee to execute the Statements of Consent (WQM-003) as part of the TWA-1 permit application.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Camden that the Mayor and/or his designee are hereby authorized to execute all documents related to said application concerning the project for Spectrum Capital Camden, LLC.

**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: March 14, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

*Ordinances*  
*1<sup>st</sup> Reading*



**ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 735  
STREETS AND SIDEWALKS OF THE CODE OF THE CITY OF CAMDEN**

Article I. Sidewalk Curb Construction

§ 735-1. Responsibility of property owners fronting on streets.

All owners and persons holding real estate in the City lying or fronting on any part of the streets in the City shall, within 30 days after notice is given to said owners or holders of real estate by the City Engineers, and/or his designee the City of Camden Sidewalk Inspector, fill up, grade and curb the sidewalks along and opposite such real estate according to the grade established in said City as provided in § 735-2A and pave the sidewalk with concrete to a width of not less than six feet or, where directed by City Engineer to his designee the City Sidewalks Inspector, from house line to curb. The filling up, grading, curbing and paving shall be done by said owners or holders of real estate under the direction and supervision of the City Engineer and/or his designee the City of Camden Sidewalk Inspector.

§ 735-2. Specifications.

- A. The grade of all sidewalks shall be raised from the curb in a grade of 1/4 inch for every foot.
- B. Concrete, air-entrained sidewalks shall be Class B concrete, having a twenty-eight-day strength verification strength of 4,000 psi.
- C. Said sidewalks shall be curbed with concrete. Concrete curbs shall be laid according to prevailing specifications of the City with respect thereto.
- D. Sidewalks shall be installed in accordance with City standards.

§ 735-3. Permits required.

No concrete curb or sidewalk shall be laid without approval of the City Engineer and except pursuant to permit issued for said concrete work as more particularly set forth in Article III of this chapter (§ 735-11 et seq.) and except in accordance with prevailing specifications furnished by the City.

§ 735-4. Failure to comply.

If any owner or holder of real estate shall refuse or fail to comply with the notice and requirements referred to in §§ 735-1 through 735-3, the City shall cause the work to be done, at the expense of said owner or holder, in the manner prescribed by law.

Article II. Sidewalk Maintenance and Improvement

§ 735-5. Responsibility of abutting owners.

The sidewalks in the streets of the City shall be kept in repair by the owner or owners of the abutting property at the cost and expense of the owner or owners of the lands in front of which any such sidewalk is constructed. Such owner or owners are hereafter in this article referred to as "the owner or owners of the land."

§ 735-6. Action by City upon failure to comply.

If the owner or owners of the land affected thereby, after notice as provided in § 735-7, shall refuse or neglect to make any repairs or improvements directed or required by said notice, the City Council may cause such improvements to be made under the direction and supervision of the City Engineer or award one or more contracts for the making of such improvement as provided in § 735-8.

§ 735-7. Notice of improvement.

- A. Before proceeding to make any such improvement or award any contracts for the making thereof, the City Council shall cause notice of such contemplated improvement to be given to the owner or owners of lands affected thereby.
- B. Such notice shall contain a description of the property affected, sufficiently definite in terms to identify the same, as well as a description of the improvement and a notice that, unless certain improvements

shall be completed within 30 days after the service thereof, it is the intention of the City to make such improvements or cause the same to be done pursuant to the provisions of N.J.S.A. 40:65-1 et seq. and the amendments there of and supplements there to.

- C. Service of the notice shall be made in accordance with the requirements of N.J.S.A. 40:65-3, and if service cannot be made as therein directed, then by publication of the notice in accordance with N.J.S.A. 40:65-4.
- D. Proof of service by the City Engineer of such notice shall be filed within 10 days thereafter with the City Clerk, but failure to file the same shall not invalidate the proceedings if service has actually been made in accordance with Subsection C of this section.

### § 735-8. Action by City upon failure to complete improvement.

If any owners or persons shall fail to construct or repair such sidewalks, pavements or curbing for a period of 30 days after service of the notice requiring such work to be done, then the cost thereof, with interest, shall be charged upon the lot or lots of land in front of which such sidewalks or curbing shall have been so constructed or repaired. Such charges shall become and remain a lien on said lot or lots.

### § 735-9. Report and apportionment of costs.

When any sidewalk improvement shall be made by the City Engineer under the direction and supervision of the Director Planning and Development, said Director shall keep a true and accurate account of the costs and expenses thereof and shall apportion the same among the several properties improved in proportion to the frontage of their respective land. The Director of Planning and Development shall forthwith file a report thereof, under oath or affirmation, with the City Clerk, who shall bring said report to the attention of the City Council. The Council shall examine the same and, if the same is properly made, shall confirm the same and file such report with the Director of Finance. The Director of Finance shall record said sidewalk assessment in the same book in which other assessments of the municipality are recorded. Before confirming said report, the City Council shall cause notice to be given to the owner or owners named therein of the time and place of the meeting at which the Council will examine the statement for the purpose of confirmation. Such notice shall be given within the time and in the same manner as is required to be done for the consideration by the Council of reports of assessments for benefits for local improvements (see N.J.S.A. 40:56-30), but failure to give any such notice shall not invalidate the proceedings.

### § 735-10. Assessment of lien; errors not invalidating.

Every such sidewalk assessment shall bear interest and penalties from the same time and at the same rate as assessments for local improvements in the City and, from the date of confirmation, shall be a first and paramount lien on said lands assessed to the same extent as assessments for local improvement. No such assessment shall be invalidated by reason of any error or omission in stating the name of the owner or owners of any such lot of land or real estate assessed or for any other informality where such lot of land or real estate has actually been improved.

## Article III. Cement and Concrete Permits

### § 735-11. Approval required.

No concrete curb, walk, step, gutter or paving (asphalt or concrete) shall be laid on any sidewalk of the streets or other public places in the City except by prior approval of the City Engineer to perform such work in accordance with specifications to be furnished by the City Engineer.

### § 735-12. Permit required for each piece of work; fee.

- A. Prior to the commencement of any of work described in § 735-11, the person shall obtain from the City Engineer's Office a permit for each piece of concrete work intended to be done by such person which is one square yard and over.
- B. Permit fees.
  - (1) It shall be unlawful for any person to curb or recurb, pave or repave any sidewalk or curb in any street, avenue or highway; or open any road, curb and sidewalk in the City of Camden without a permit first having been obtained therefor from the City Engineer's Office. The minimum permit fee for a project whose surface is paved, unpaved or otherwise covered or treated, where the opening to be made is twenty (20) square feet or less in size: the sum of \$95.00.
  - (2) The permit fee for projects in excess of twenty (20) square feet whose surface is paved, unpaved or otherwise covered or treated, where the opening to be made is in excess of twenty (20) square feet: the sum of \$95.00 for the first twenty (20) square feet and, in addition thereto, the sum of \$1.00 for each additional square foot of opening.

Manhole, vault, metering pit, inlet	\$125.00
Test pit under 16 square feet	\$125.00
Test pit over 16 square feet	\$200.00
Jack/boring up to 100 feet	\$200.00
Each additional 50 feet	\$50.00
Structure relocation	\$50.00
Utility pole, beacon and lights	\$50.00
Monitoring wells	\$200.00
Soil borings:	
1 to 5	\$100.00
6 to 10	\$200.00

- (3) All permit fees shall be in addition to the Administration, Engineer review and inspection fees as provided in Article VI.

### § 735-13. Contents of work permit.

The permit required by § 735-12 shall set forth the location of the proposed work, the name of the owner/applicant/utility company, the name of the contractor, the address of both parties, insurance and bond company information and the time limit fixed by the City Engineer for completion of the work.

### § 735-14. Work subject to City's approval; liability for work.

- A. Any duly licensed contractor who receives a permit from the City Engineer's Office for the purpose of constructing, repairing or repaving any cement sidewalk, pavement or curb shall perform said work to the satisfaction of the City Engineer in accordance with City Standards, which are incorporated by reference herein.
- B. If, at any time within five years for large-scale projects, and one year for all other projects, from such original construction, repairing or repaving, the same shall settle or require repairs or other corrections by reason of defective construction, repairing or repaving or by reason of failure to follow the requirements of this article, the duly licensed contractor shall remedy the defects complained of to the satisfaction of the City Engineer. In the event that the contractor fails to remedy the defects complained of as required above, the City Engineer may cause such work to be performed, and the contractor shall be responsible to the City for all expenses incurred by the City Engineer in remedying the defects complained of.

### § 735-15. Curb ramps; special requirements.

Where corner sidewalks are being replaced or new corner sidewalks are installed, curb ramps shall be provided. These curb ramps shall comply with N.J.A.C. 5:23-7 (Barrier Free Subcode) American with Disabilities Act (ADA) in effect at that time.

### § 735-16. Inspections.

It shall be the responsibility of the City Engineer and/or his designee, the City of Camden's Sidewalk Inspector to conduct all necessary inspections during construction/opening of curbs, sidewalk and roads. Upon completion of said work, it shall be the responsibility of the contractor/agent to contact the City Engineer to schedule inspections. The City Engineer shall supervise and enforce the compliance with the provisions and requirements of this article related to construction/replacement/opening of existing and new sidewalks, curbs and roadways. The Department of Planning and Development's Division of Engineering's City Sidewalks Inspector shall issue violations for with the permit requirements of this chapter, and violations for noncompliance with the permit requirement of this chapter, and violation to property owners where the existing sidewalk and curbs do not comply with the City Standards.

## Article IV. Sewer, Water and Gas Connections

### § 735-17. Notice to property owners to make connections.

Prior to paving, repaving, grading or other improvement of any street or any part thereof, the City Engineer shall notify all owners of real estate fronting on any such street or any part thereof:

- A. To make connection with the sewer, gas and water mains laid in said streets.
- B. To lay such pipes, conduits or drains as shall be approved by the City Engineer from said sewer, gas or water mains to and within the curblines of such street.

### § 735-18. Action by City upon failure to comply.

If said owner shall not make the connections and lay said conduit, pipe or drain within the time and in the manner prescribed by the aforesaid notice, then and in such case, after a lapse of thirty (30) days from said time, the City Engineer may, in accordance with the applicable provisions of this Code and subject to law, cause said connections and work to be made by a contractor or contractors, under his supervision and direction.

### § 735-19. Statement of work done.

- A. Within thirty (30) days after completion of the work, each contractor for the required work shall prepare a written statement and account, in duplicate, signed by the contractor, setting forth the following:
  - (1) The name of each contractor.
  - (2) A full and particular survey and measurement of the work done.
  - (3) The date and quantity of work done and the total costs thereof.
  - (4) The proportion of the cost and expense for which each and every owner of the real estate fronting on the street or any part thereof is liable under the contract or contracts aforesaid.
  - (5) The name or names of each owner or reputed owner of the real estate in front of which said work was done and, as nearly as may be, an accurate description and location of each of said pieces of real estate.
- B. One signed copy of the aforesaid statement and account shall be filed with the Department of Planning And Development and the other with the Department of Finance. Such statement and account shall be regularly entered in the books to be provided for and kept for such purposes.
- C. After the aforesaid statement and account shall have been regularly recorded as set forth in Subsection B and is found by the City Engineer to be correct, it shall be signed by him and the contractor or contractors and attested by the Director of Department of Planning And Development.

### § 735-20. Costs of connections a lien against property.

The costs and expenses of the aforesaid work assigned to each piece of real estate, as provided in § 735-17, shall be and remain a lien upon such real estate from the time of the completion of the aforesaid work until fully paid and satisfied, notwithstanding any mistake in the name or names of the owner or owners or omission to name the names of the owners of such lands and real estate in such statement or account.

## Article V. Definitions

### § 735-21. Definitions and terms.

For the purposes of this article, the following words, terms and phrases shall have the meanings respectively given herein. The word "shall" is always mandatory and not merely directory.

#### **APPLICANT**

Any person who makes application for a permit.

#### **CITY**

The City of Camden in the County of Camden, State of New Jersey.

#### **CITY ENGINEER**

The person duly appointed City Engineer; his/her authorized deputy, representative or inspector.

#### **CITY COUNCIL**

The City Council of the City of Camden.

#### **CO-APPLICANT**

Any person, company, or entity who will be performing excavation work on behalf of the applicant and who is jointly and severally responsible and liable along with the applicant, for compliance with all terms and conditions, and any penalty or claim filed by the City as a result of any violation of the ordinance.

#### **CONTRACTOR**

Any person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

#### **DIRECTOR**

The Director of Public Works of the City of Camden or their designee.

#### **EMERGENCY**

Any unforeseen circumstances or occurrence, the existence of which constitutes a clear and immediate danger to persons or properties.

#### **EXCAVATION WORK**

The excavation, removal, digging, disturbing, replacement, repair, construction, or taking up any surface,

pavement, stone or soil and improvements within the rights-of-way or public properties of the City of Camden. For the purpose of this article, that work which is being performed outside the public rights-of-way but requires the storage of materials or the operation of equipment within the public right-of-way, in such a manner as may cause damage, will also be deemed "excavation work." The term "excavation work" shall not include work by persons exempted from the provisions of this article under §735-29.7

**IMPROVEMENTS**

Curbs, sidewalks, driveways, driveway aprons, drainage and/ or utility service structures, conduits, pavements, base courses, gutters, retaining walls, channels, headwalls, railings, guardrails, or any other public improvements existing within the City's rights-of-way, properties, lands or easements.

**IMPROVED ROAD**

Any road surfaced with pavement such as asphalt, concrete, bituminous concrete, brick, or similar pavement and any road having concrete base.

**LARGE-SCALE PROJECT**

A project of substantial size, scope, and estimated total cost and expense greater than \$10,000, all as ascertained by the City Engineer, relating to major curb, sidewalk, road, or street construction, reconstruction, repair, maintenance, improvement, repavement, or opening.

**PERMITTEE**

Any person who has been granted, and has in full force and effect, a street opening permit issued hereunder, and also includes any person that is required to secure a permit for excavation work from the City of Camden.

**PERSON**

Any natural person, partnership, firm, association, utility, corporation or authority created pursuant to statute, which is directly responsible for work being performed under the utility opening permit application. Whenever used in any section prescribing and imposing a penalty, the term "person" as applied to associations shall mean the partners or members thereof, and as applied to corporations, the officers thereof.

**PUBLIC UTILITY**

A facility authorized to do business in New Jersey and engaged in regularly supplying the public with services, regardless of whether the facility is regulated by the Board of Public Utilities, such as, but not limited to, the following: transportation, electricity, gas, water, sewage, telephone, or cellular service.

**PUBLIC WORKS DIRECTOR**

The person duly appointed Public Works Director; or any person authorized to act as his or her representative.

**ROAD**

The actual road surface area from curblineline to curblineline, which may include travel lanes, parking lanes, and deceleration and acceleration lanes. Where there are no curbs, the road is that portion between the edges of the paved or hard surface width.

**STREET**

A public street, public easement, public right-of-way, public highway, public alley, public way or public road accepted or maintained by the City and any state or county road over which the City may have acquired jurisdiction by agreement.

**UNIMPROVED ROAD**

Any cinder, dirt, or gravel road without oil treatment and all other roads under the jurisdiction of the City of Camden.

**Article VI. Street Openings and Excavations in the City.**

**§ 735-22. Permit required.**

- A. It shall be unlawful for any person, firm, or corporation to perform any excavation or tunnel work, construct, remove, replace or repair any improvements, or place any form of construction in, over or upon any street or improvement or otherwise endanger or obstruct the normal flow of vehicular, bicycle or pedestrian traffic or normal flow of surface water, by the placing of any earth or other excavated material, barricade, structure, material or equipment on any street without first obtaining a written permit, approved and issued by the Director.
- B. Except as provided in Subsection B(1) of this subsection, no permit shall be issued for a newly constructed or substantially improved street for a period of five (5) years from the date of acceptance of such construction except in cases of emergency as described in §735-30.8. Sixty (60) days prior to the start of construction of permanent pavement or improvements on any street, the Contractor shall notify, in writing, all property owners of record on such street, all utility companies serving such street, the Police Department and the Fire Department of such construction and of the provisions of this section.

- (1) For a permit to be issued for excavation of any paved or improved street surface which is five (5) years or less, the applicant, under the instructions of the Director, shall be required to secure approval from the City Engineer or his designee, upon review of the application, before any permit can be approved hereunder.
  - (a) Should an applicant be granted a permit by the City Engineer to open the paved street as described herein above, the fees for the opening shall be assessed as indicated in §735-23, §735-24 and §735-25 herein.
- C. The Director shall have the right to revoke or cancel the permit at any time should the permittee fail to comply with any of the terms, agreements, covenants, ordinances, and conditions thereof.
- D. No permit shall be assigned or transferred except upon the prior written consent of the Director. Nor shall the work take place in any other than the location specifically designated in the permit.
- E. No permit shall be issued for an opening during the period from December, 1st to March, 15th or where conditions exist due to severe weather, freeze, frost, etc., except for emergency openings or openings required by law.
- F. If the application for street opening permit requires the street to be excavated or opened for a width equal to or greater than 25% but less than 50% of the existing roadway, if the opening exceeds one parking lane width (nine (9) feet), or if the opening is along the curbline, the applicant shall be required to restore the pavement with a two-inch mill and two-inch overlay between the curbline and centerline of the roadway.
- G. If the application for street opening permit requires the street to be excavated or opened for a width of equal to or more than 50% of the existing roadway, or if the street is to be excavated or opened along the centerline of the roadway, the applicant shall be required to restore the roadway pavement with a two-inch mill and two-inch overlay from curbline to curbline.
- H. All applicants to the best of their ability shall accurately represent the width of the opening on the surface of the roadway on the application, as to take into account the necessary width to meet OSHA standards for trenching and excavation safety to achieve the required depth.
- I. All street openings, excavations and restorations thereof shall be made under the supervision and control of the Director and shall be subject the oversight and inspection of the City Engineer. The City Engineer fees shall be charged to the escrow established in §735-25.

#### § 735-23. Permit Application.

- A. No excavation permit shall be issued unless a written application is submitted to the City Engineer.
- B. The written application must be made using the forms provided by the City including applicable fees, established by this article.
- C. The permit application shall specify the name and address of the applicant, the place and/or places at which the work is to be done, the type of the work, and the proposed dates of commencement and completion of the excavation and restoration work.
- D. The application shall include or be accompanied by scaled or dimensioned drawings satisfactory to the City Engineer, detailing the following:
  - (1) Requirements that all nonferrous material contain a wire or detection device to accurately determine the location after installation.
  - (2) Requirements regarding the set elevations of all castings, including manholes, valve boxes, and inlet castings.
- E. A separate application and permit will be required for each type of opening made. One application or permit shall be sufficient to represent more than one opening if the openings are for related work and separated by a distance equal to or less than fifty (50) feet. Related work shall be defined at the discretion of the Director and/or City Engineer based on location(s), type of utility, required equipment, and required restoration tasks.
- F. Permit applications for emergency work shall be submitted to the City within 72 hours following the initial excavation work. The application must include the information required by §735-23, and notifications shall be in compliance with §735-30.8 herein. Failure to comply with this section may result in the assessment of fines defined by §735-30.9 herein.
- G. Permit applications for the current annual year will not be approved for any applicant who has not satisfactorily completed the excavation and restoration work one year after the permit is approved, unless approved at the discretion of the City Engineer.
- H. The Director shall grant such permit when all of the requirements of this article have been satisfactorily complied with by the applicant.

#### § 735-24. Permit Application Fees.

- A. Each applicant for a permit shall pay a permit application fee of \$50.00 per opening for the purposes of the execution and issuance of the permit. The applicant fee shall apply to all street openings.
- B. For cement and concrete permit applications, see the fee schedule as presented in §735-12 Subsection B.

## § 735-25. Permit Review, Inspection and Supervision Escrow Fees.

- A. If the application and plan conform to the requirements of this chapter, provide for the work to be performed in accordance with the current City of Camden highway specifications and are approved by the City Engineer, the City shall issue the permit upon receipt of the following:
  - (1) Engineer review fee: as set forth in Subsection B below.
  - (2) Performance and maintenance guaranty: as set forth in §735-25 .
  - (3) Inspection fee: as set forth in Subsection C below.
- B. Engineer review fees. In addition to the permit application fee as provided in §735-24, Large Scale Project applicants, and applicants deemed eligible by the City Engineer, for the following permits shall pay a minimum fee of \$250.00 for the purposes of review and issuance of the permit, examination of drawings, and initial administrative work performed by the City Engineer or its designee. This fee is nonrefundable.
  - (1) Applicants for sidewalk and driveway openings equal to or exceeding thirty-two (32) square feet or three and a half (3.5) square yards.
  - (2) Applicants for all curb and roadway openings.
- C. Inspection and supervision fees.
  - (1) For all Large-Scale projects involving sidewalk, driveway apron or grass area openings or excavations, the minimum inspection fee shall be 5% of the City Engineer's estimate of the cost of repairing and replacing the sidewalk, driveway or grass area or \$250.00, whichever is greater. For all other projects the fee schedule as presented in in §735-25 Subsection B shall be used.
  - (2) For all Large-Scale projects involving curb and street openings and excavations, the minimum inspection escrow fee shall be 5% of the City Engineer's estimate of the cost of repairing and replacing the curb and street or \$500.00, whichever is greater. For all other projects the fee schedule as presented in in §735-25 Subsection B shall be used.
  - (3) For all Large-Scale projects, the applicant shall be required to pay escrow fees for additional inspection required to oversee the correction of unacceptable workmanship as determined by the City Engineer.
  - (4) The cost for repairing and/or replacing the excavated area(s) shall be determined by the City Engineer.

## § 735-26. Performance Deposit or Bond and Maintenance Guaranty.

- A. No person shall be granted a permit to open pavement of any street until and unless there shall be deposited with the City, by certified check or bond in an amount sufficient to secure the cost of repairing and replacing such street or other surfaces or appurtenances. Prior to the issuance of a permit, the applicant shall deposit a performance guaranty with the associated maintenance guarantee as established in §735-26 below.
- B. The amount of the performance guaranty is one-hundred percent of the cost of the work performed unless otherwise stated by the City Engineer. The amount shall be computed on the basis of costs required to make proper restorations or repairs, as per the City Engineer's bond estimate. The minimum amount deemed sufficient for such purposes shall be \$500.00 unless otherwise determined by the Director, or the City Engineer. Alternatively, at the sole discretion of the applicant, an annual blanket bond in the amount of \$150,000.00 may be posted to avoid the inconvenience and expense of obtaining individual bonds for each permit requested.
- C. Form. The form of the guaranty shall be subject to the review and approval of the City Attorney and shall be issued by an institution authorized to transact business in the State of New Jersey.
- D. Maintenance. The performance guaranty shall encompass the provision of a maintenance guaranty once the permanent restoration has been completed and accepted by the City Engineer. Upon completion of final and permanent restoration and acceptance by the City, the performance guaranty will be returned subject to the submission of a maintenance guaranty in the amount of 50% of the performance guaranty. The maintenance guaranty shall remain in effect for a five (5) year period for large-scale projects, and a one-year (1) period for all other projects. The guaranty shall be released to the permit holder upon satisfactory completion of all restoration and repairs during the five (5) or one (1) year maintenance. The five (5) or one (1) year maintenance period shall commence after final inspection of the work performed under the permit and the acceptance of the work by the City.
- E. Utilities. With the Director's/Engineer's approval any public utility, under the jurisdiction of the Board of Public Utilities, may comply with the following requirements in lieu of the City Engineering escrow, security deposits requirements detailed in §735-25 and §735-26 herein. Such escrow shall be replenished where such escrow falls below 25%.
  - (1) City engineering, inspection, and supervision escrow fees: In lieu of individually calculated and assigned escrow fees for each opening required in §735-25, a public utility may establish an annual escrow in the sum of \$30,000.00 to the City and file the same with the Director.
  - (2) Performance bond: In lieu of the in-security deposits required in §735-26A, a public utility may execute an annual bond in the sum of \$150,000.00 to the City and file the same with the Director in full force and effect in lieu of a separate bond or escrow for each required permit as surety for the performance and maintenance period. The maintenance period shall be for a period of five (5) years or one (1) year as required in Subsection D herein and shall commence after the final inspection of the work performed under the permit and the acceptance of the work by the City Engineer. Such bond shall be conditioned upon compliance with the applicable provisions of this chapter.

- F. Permits approved for excavations in newly constructed or substantially improved roads, in accordance with §735-22B herein, shall be subject to the following additional deposit fees:
  - (1) An assessment factor fee equal to 2% for each unelapsed month or fraction thereof of the five (5) year (60 months) restricted period shall be applied to the estimated cost determined in §735-26A and added to the deposit required above. The maximum assessment factor fee shall be 120% of the estimated restoration cost total; provided, however, that no assessment hereunder shall be less than \$1,000.00. No portion of the assessment charge shall be refundable, nor shall such assessment payment relieve the permit holder from the required insurance(s) and/or bonds associated with restoration of all street openings in recently approved or applied pavement areas.
- G. The fees in Subsections B, D, and F above will be deposited in an escrow account by certified check within the City and/or bond shall remain in effect until completion and acceptance of the project. The City shall deduct costs to repair the permittee's work from the escrow and/or seek and obtain costs/services to correct the work by way of the bonding company securing the permittee's work.
- H. The permittee is required to submit a written request for refund of the unused portion of the deposit and/or release of the posted bond upon completion and acceptance of the work by the City. The request for refund of the unused portion of the deposit and/or request for release of posted bond will require City Council approval.

### § 735-27. Execution of excavation work.

- A. Notice requirement.
  - (1) Within forty-eight (48) hours prior to starting excavation work and upon completion of the restoration, the Contractor shall give notice to:
    - (a) The Director;
    - (b) The City Engineer;
    - (c) The City's Police and Fire Department's;
    - (d) The owners or tenants of properties abutting or adjoining the excavation work; and
    - (e) Any public utilities that may be affected.
  - (2) Such notice shall be in writing and state the nature of the work to be done, the location of such project, and when any openings or excavations have been closed, permitting traffic to flow thereon.
  - (3) In the case of either notice under this section, the permittee shall be required to provide the City with a certification that said permittee has notified all required parties, together with a list of those persons notified.
  - (4) Failure to provide notice as required may result in revocation of the permit and issuance of a stop-work order.
- B. The approved permit must be visibly exhibited at the location(s) of the work, must be in the possession of the parties doing the work and must be exhibited to the Director or his authorized representative upon request. No such permit shall be valid except for the place, time and character of work specified therein.
- C. All street openings, excavations, and restoration thereof shall be made under the supervision and control of the Director/City Engineer and subject to his inspection.
- D. Restoration. The permittee shall restore the site or work promptly, upon completion thereof; all surplus excavated material and debris shall be removed, and the site shall be restored in a neat and orderly condition. All areas disturbed during the course of work including those with topsoil, seed, or sod shall be restored by the permittee to a condition the same or better than they were previously.

### § 735-28. Time for completion of work.

- A. The completion date submitted by the applicant shall be the expiration date of the permit unless the Director requires a specific deadline.
- B. If for any reason, work is not commenced within the period of thirty (30) days, the permit shall be void unless within such period the applicant shall resubmit the application to the Director for permit extension.
- C. Following the application for a permit extension, the Director shall either return the deposit or extend the time for the beginning of the work for another period of thirty (30) days by endorsement on the permit.
- D. No permit that has been extended shall be valid unless the work is commenced within ten (10) days from the date of the extension approval.
- E. Any street opening must be backfilled immediately after completion of underground construction. Temporary paving shall be completed promptly as trenches are backfilled. The temporary paving cover shall be left in place and maintained by the applicant for a minimum of sixty (60) days and a maximum of ninety (90) days, unless otherwise indicated by the Engineer, after which the temporary paving cover and required portion of compacted gravel shall be removed and replaced with the final paving required by the City Engineer. Improvements to the temporary paving that are deemed necessary due to settlement prior to approval for final paving shall reset the minimum number of days for temporary paving to be maintained by the permittee to sixty (60) days from the date of repair. During the winter season, as determined by the Director, the permanent pavement replacement will be deferred until weather permits.
- F. Sidewalks, driveway aprons and curbs disturbed or removed by permit shall be replaced within five (5) days after the opening was made.

### § 735-29. Removal and protection of utilities.



- A. The permittee shall determine the existence and location of all underground utilities prior to beginning work, and protect the same against damage. The permittee shall contact the NJ One-Call Service at 800-272-1000 prior to beginning all work and provide the Director with the NJ One Call confirmation upon request.
- B. The permittee shall not interfere with any existing utility without the written consent of the Director and the utility company or person owning the utility. If it becomes necessary to remove an existing utility, this shall be done by its owner.
- C. No utility owned by the City shall be moved to accommodate the permittee unless the cost of such work is borne by the permittee. The cost of moving privately owned utilities shall be similarly borne by the permittee unless other arrangements are made with the person owning the utility.
- D. The permittee shall support and protect all pipes, conduits, poles, wires, or other apparatus that may be in any way affected by the excavation work, and do everything necessary to maintain support, sustain, and protect them under, over, along or across such work for its duration.
- E. Should any of the pipes, conduits, poles, wires or apparatus be damaged, the expense of repairs of same shall be the responsibility of and charged to the permittee, and his insurance and/or bond shall be liable therefor. The permittee shall be responsible for any damage done to any public or private property resulting from the breaking of any utility water pipes, sewer, gas pipe, electric conduit, or other utility, and his insurance and/or bond shall be liable therefor.

### § 735-30. Insurance Prerequisite.

Prior to commencement of work, the permittee shall furnish the Director satisfactory evidence in writing that said permittee has in force and will maintain in force during the performance of the excavation work and the period of the excavation permit public liability and property damage insurance for the protection of the applicant, the City and its agents and employees from any and all claims for personal injury, including accidental death, and property damage. The insurance shall be in accordance with City standards as determined by the Bureau of Purchasing. In cases where the contractor or nature of the proposed excavation work are such as to present an unusual hazard or a higher-than-normal risk of damage or injury, the Director may require the provision of increased amounts of liability and property damage insurance. The amount of insurance shall be \$1,000,000.00 single limit.

#### § 735-30.1. Applicants consent to indemnify City for loss to persons or property.

The applicant, in accepting a permit under this article, agrees to enter into a written agreement with the City so as to save, defend, and keep harmless the City and its Engineer from and indemnify it against any and all actions, suits, demands, payments, losses, costs, damages, and charges incurred by reason of any damages to property, injuries to persons, or any loss of life resulting from any negligence of the applicant, his agents, servants or employees, contractors or subcontractors occurring in the performance of the work covered by the permit or from any other matter, cause or reason relating thereto.

#### § 735-30.2. Protection of adjoining property.

- A. The permittee shall, at all times and at his own expense, preserve and protect from injury or damage any adjoining property by providing proper foundations and taking other measures suitable for the purpose. When, in the protection of property, it is necessary to enter upon private property for the purpose of taking appropriate protective measures, the permittee shall obtain written permission from the owner of such private property for such purpose, and if he cannot obtain such permission from such owner, the Director may authorize him to enter the private premises solely for the purpose of making the property safe.
- B. The permittee shall, at its own expense, shore up and protect all buildings, walls, fences, or other property likely to be damaged during the progress of the excavation work and shall be responsible for all damage to public or private property resulting from his failure to protect and carry out said work properly. Whenever it may be necessary for the permittee to trench through any lawn area, the sod shall be carefully cut and rolled and replaced after ditches have been backfilled as required by §735-30.4.
- C. All construction and maintenance work shall be done in a manner calculated to leave the lawn area clean of earth and debris and in a condition as nearly as possible to that which existed before such work began. The permittee shall not remove, even temporarily, any trees or shrubs which exist in parking strip areas or easements across private property without first having notified and obtained the consent of the property owner, or in the case of public property, the Director.

#### § 735-30.3. Traffic, public safety; applicant's responsibilities and liabilities for failure.

- A. No permittee shall allow or permit to remain unguarded at the place of excavation or opening any machinery, equipment, or other device having the characteristics of an attractive nuisance likely to attract persons or which might be hazardous to their safety or health.
- B. No permittee shall allow or permit to remain unguarded in the public right of way, equipment, machinery or materials during non-work hours.

- C. Every person making an excavation shall be required to place and maintain suitable warning devices, signs, caution notices, barriers, and lighting devices pursuant to the requirements of Title 39 of the Revised Statutes of New Jersey as amended and supplemented, and the current edition of the "Manual of Uniform Traffic Control Devices."
- D. Temporary construction detours, sign selection and locations, roadway taper dimensions, barrel and/or cone spacing, locations of certified flagmen and/or Police Traffic Directors shall be in adherence to the New Jersey Department of Transportation Roadway Design Manual, Chapter 14, Guidelines for Traffic Control Plans and Details and approved by the Camden County Police Department.
- E. All work shall be conducted in such manner as to minimize the obstruction of traffic and inconvenience to the public and occupants of adjoining property. Where less than two (2) complete traffic lanes are maintained, flagmen shall be employed. Where an excavation extends the full width of a street, only 1/2 of such street shall be open and backfilled prior to opening the remaining half.
- F. All persons making excavations in the streets shall inquire the Police Department to determine if flagmen or detours of traffic are needed, and/or whether the work is to be scheduled in order to minimize disturbance of the normal traffic flow.
- G. The permittee shall be liable for all damages caused by the conduct of the work or failure to properly guard, light, or maintain the work and work area.
- H. In accepting a permit under this article, the permittee shall enter into a written agreement to hold harmless and indemnify the City as provided under §735-30.1.
- I. The permittee shall pay costs of all required flagmen and/or Police Traffic Directors. The use of certified flagmen shall be approved at the discretion of the Police Department. The permittee shall produce copy of the flagman's certification upon request by the Director and/or Police Department or their respective designees.
- J. Costs associated with Police Traffic Directors shall be obtained by contacting the Police Department at (856)-757-7574 and requesting the services of an off-duty police officer(s) for traffic direction. All requests for officers must be given at least forty-eight (48) hours prior to start time. Cancellation for prior scheduled officers must be given two (2) hours prior to the proposed start time.

#### § 735-30.4. Backfill.

Unless otherwise directed by the Director, the following specifications shall govern the backfill in excavated trenches:

- A. All openings shall be restored below grade with backfill consisting of soil aggregate NJDOT designation I-13 or suitable excavated material and shall be tamped in twelve-inch layers with a mechanical tamper.
- B. All material not suitable for backfill and all excess backfill material shall be removed from the site and legally disposed of by the permittee.

#### § 735-30.5. Maintenance and restoration of openings.

Unless otherwise directed by the Director, upon completion of the opening and backfill as specified in §735-30.4, the following specifications shall govern the maintenance and repair of street openings by the permittee.

- A. Roadway pavement openings shall temporarily be restored with backfilled pursuant to §735-30.4 to within 12 inches of below existing surface. The remainder of the trench shall be filled according to section §735-35.
- B. No permittee shall commence permanent restoration on any street foundation or surface until the City Engineer has determined that settlement of the subsurface is complete and the area properly prepared for permanent.
- C. The final restoration shall be performed in accordance with section §735-34.
- D. All roadway materials shall be manufactured to comply with the current edition of New Jersey Department of Transportation (NJDOT) Standard Specifications for Road and Bridge Construction, as amended.
- E. It shall be the responsibility of the permittee to maintain the temporary pavement restoration to the existing grade by the addition of hot mix asphalt base course material during the period prior to permanent pavement restoration work. Should the permittee fail to maintain such pavement opening, and upon 24 hours' notice by the Director, the opening may be repaired as specified by the City, and the cost thereof deducted from deposits received in §735-26.
- F. Driveway openings shall be replaced with the appropriate material and in compliance with the City's specifications for driveways. Driveway aprons constructed within the City's right-of-way and adjacent to public sidewalk shall be at minimum Class B concrete, six (6) inches thick, reinforced with welded wire fabric 4"x4"-W4.0xW4.0. Sidewalk openings shall be replaced with Class B concrete, five inches thick. Concrete work shall have a minimum compressive strength of 4,000 pounds per square inch after 28 days.
- G. Where concrete curbing and/or gutters are disturbed, damaged, or removed, curbing and gutters of the exact configuration as the existing shall be constructed. Concrete shall be Portland cement concrete, air-entrained, conforming to the New Jersey Department of Transportation Standard Specifications for Class B concrete and shall have a minimum compressive strength of 4,000 pounds per square inch after 28 days.
- H. All restoration work shall be performed to maintain and restore appropriate drainage abilities, and without damage or impairment of the City's stormwater control measures and facilities.

#### § 735-30.6. Release of deposit or bond.

- A. No such security deposit, certified check, or performance surety bond shall be released until all repairing and replacing of streets or other surfaces or appurtenances within the street area are fully complete to the satisfaction of the Director, and all fees are paid as provided in this article. In no event shall any such security deposit, certified check, or performance surety bond be released within a period of six (6) months from completion of such work and only after written approval thereof by the Director is obtained.
- B. In the event of the permittee's default of any of the terms, agreements, covenants, or conditions of the permit on its part to be undertaken and performed, said deposit may be used by the City for any expense incurred by the City by reason of such failure or default on the part of the permittee.
- C. After the expense of such failure or default has been paid and deducted from the amount of the deposit, as determined, and certified by the Director, the balance shall be refunded to the permittee. If the security is insufficient to cover expenses of the City, it can place a lien in the amount of the deficit upon said property for collection in the same manner as taxes as authorized by resolution of the City Council.

#### § 735-30.7. Applicability.

All provisions of this article except §735-23, §735-24, §735-25, §735-26 and §735-27, shall apply to any person and/or entity performing work in City streets under construction contracts with municipal authorities, and such contracts shall contain provisions and specifications to ensure compliance with this article.

#### § 735-30.8. Emergencies.

Street openings or excavations may be made without obtaining a written permit as provided herein in cases of emergency which would reasonably appear to endanger public health or safety. In such emergencies, adequate precautions shall be taken as provided in §735-29, §735-30, §735-30.1, §735-30.2, §735-30.3, §735-30.4, and §735-30.5. Immediate notice thereof shall be communicated to the Director, Police Department, and Fire Department. Notification of the emergency opening shall be provided to the Director within twenty four (24) hours following the initial opening. The twenty-four-hour notification shall be made via telephone, fax, or overnight mail. The formal application for a permit shall thereafter be made within a period of 48 hours following the initial opening, and compliance with all the provisions of this chapter shall be met.

#### § 735-30.9. Violations and penalties.

- A. Violation of any provision of this article shall be cause for a Municipal Court summons to be issued by the Police Department, Code Enforcement Official, Health Officer, or any member of the general public who is affected by the excavation work.
- B. Any person, firm or corporation that shall violate any of the provisions of this article shall, upon conviction of same, be punishable as provided in Chapter 1, General Provisions, Article II, General Penalty. §1-15. General Penalty, and §1-17 Authority to revoke or suspend licenses and permits.
  - (1) Any permit may be revoked by the Director, after notice to the permittee, for:
    - (a) Violation of instructions/directives from the City Engineer including unapproved deviation from the City's standard details for construction.
    - (b) Existence of any condition or the doing of any act constituting or creating a nuisance or endangering the lives or properties of others.
  - (2) Written notice of such violation or condition shall be served by the Engineer or Director upon the permittee or his agent engages in the work. The notice may be given either by personal delivery to the permittee or by fax or by mail addressed to the permittee.
  - (3) A permittee may be granted a period of 48 hours from the date of the notice to correct the violation and proceed with the diligent prosecution of the work authorized by the permit before said permit is revoked.
  - (4) When any permit has been revoked and the work authorized by the permit has not been completed, the Director shall cause such work to be done as may be necessary to restore the area or part thereof to as good a condition as before the opening was made. All expenses incurred therein by the City shall be recovered from the deposit/bond the permittee has deposited with the City.

#### § 735-31. Streets in subdivisions and industrial parks.

The terms of this chapter shall not apply to a street in any subdivision or industrial park approved by the City Planning Board prior to the City of Camden's accepting the said street for maintenance.

#### § 735-32. State and county highways.

The provisions of this chapter shall not be applicable in those instances where the highway is maintained by the State of New Jersey or by the County of Camden, except in such cases where the City may have special arrangements with the state or county, or the inspection is performed by the City's representative.

#### § 735-33. Construction requirements.

The City Engineer is hereby authorized and directed to promulgate such written instructions as may be necessary for the construction of the street opening. Such instructions shall include but shall not be limited to:

- A. Limitations on the size of an opening.
- B. Restrictions for the protection of existing subsurface installations, monuments and drainage systems.
- C. Requirements for the storage and removal of excavated materials.
- D. Provisions for safety precautions to be taken by the permittee.
- E. Restrictions as to the periods of day when the work may be performed.
- F. Requirements for backfilling, inspection and final paving cross section for openings.
- G. Requirements for utilization of trenchless technology wherever possible on all piping, trenches and hookups fifteen (15) inches in diameter or less.
- H. Requirements that all nonferrous material contain a wire or detection device to accurately determine the location after installation.
- I. All metallic structures, including manholes, valve boxes, and inlet castings, to be set 1/4 inch below finished road grade.

#### § 735-34. Final paving.

- A. Final paving is to comply with the requirements in the City of Camden and the current edition of New Jersey Department of Transportation (NJDOT) Standard Specifications for Road and Bridge Construction, as amended, herein referred to as "NJDOT Standard Specifications." A lesser specification may be allowed after review by the City Engineer.
- B. Surface restoration.
  - (1) No permittee shall commence restoration on any street foundation, or surface, or curb and sidewalk, until the City Engineer has determined that settlement of the subsurface is complete and the area properly prepared for restoration.
  - (2) Bituminous pavement over bituminous base course: The street surface shall be permanently restored twelve (12) inches beyond the excavation on all sides by milling the surface surrounding the excavation to a depth of two (2) inches to extend the surface course restoration. The permanent restoration shall consist of a minimum of six (6) inches of dense-graded aggregate, six (6) inches of hot mix asphalt 19M64 base course and two (2) inches of hot mix asphalt 9.5M64 surface course applied with appropriate tack coat to the adjacent pavement surface or a pavement cross-section consistent to the existing pavement section.
  - (3) Bituminous pavement over concrete base course: The street surface shall be permanently restored twelve (12) inches beyond the excavation on all sides by milling the surface surrounding the excavation to a depth of two (2) inches to extend the surface course restoration. The permanent restoration shall consist of a minimum of six (6) inches of dense-graded aggregate, six (6) inches of concrete base course and two (2) inches of hot mix asphalt 9.5M64 surface course applied with appropriate tack coat to the adjacent pavement surface or a pavement cross-section consistent to the existing pavement section.
  - (4) Concrete surface over stone base: The street surface shall be permanently restored six (6) inches beyond the excavation on all sides by sawcutting the surface surrounding the excavation to a depth of nine (9) inches to extend the surface course restoration. The permanent restoration shall consist of a minimum of six (6) inches of dense-graded aggregate and nine (9) inches of concrete surface course installed with expansion joints adjacent to the existing concrete surface or a pavement cross-section consistent to the existing pavement section.
  - (5) At the discretion of the City Engineer, the surface restoration shall extend the whole width of the roadway or of the travel lane.
  - (6) For road openings down the center of the cartway, surface restoration shall extend across the full width of the paved road (both travel lanes).
  - (7) For road openings along the curb line, the road shall be restored along the travel lane.
  - (8) The permittee is responsible for the full restoration of the roadway surface, including restriping, installation of raised pavement markings, speed humps and signage.
  - (9) Any concrete sidewalks disturbed, damaged or disrupted during the excavation or trench opening shall be replaced with concrete sidewalk conforming to all applicable standards of the City of Camden.
  - (10) Where concrete curbing and/or gutters are disturbed, damaged or removed, curbing and gutters of the exact configuration as the existing shall be constructed. Concrete shall be Portland cement concrete, air-entrained, conforming to the NJDOT Standard Specifications for Class B concrete and shall have a minimum compressive strength of 4,000 pounds per square inch after twenty-eight (28) days.
  - (11) All topsoiled, seeded or otherwise unpaved areas disturbed in the course of the work shall be topsoiled with a minimum thickness of not less than four (4) inches of loam-type topsoil. Fertilizer, lime and other soil conditioners needed to promote the proper growth of grass shall be incorporated and thoroughly worked into the topsoil. Seed or sod of species suitable for growth in the location and environment, and conforming to the requirements of the NJDOT Standard Specifications, shall be placed in all unpaved areas.
  - (12) All gravel shoulder areas disturbed during excavation or trench opening shall be restored and graded to provide and maintain the proper flow of drainage and to provide adequate lateral support of the abutting pavement structure. The gravel material shall be soil aggregate, Type I-6, conforming to the requirements of NJDOT Standard Specifications Section 901. The soil aggregate or gravel

shall be a minimum thickness of not less than eight inches compacted thickness.

- (13) All concrete drive aprons disturbed during the course of excavation or trench opening shall be replaced in accordance with all applicable standards for concrete drive aprons, as set forth in the City of Camden Land Development Ordinance, and shall be constructed of Portland cement concrete, air-entrained, Class B concrete, having a twenty-eight-day compressive strength of 4,000 pounds per square inch and a minimum concrete thickness of six (6) inches and shall be reinforced with welded wire fabric 4"x4"-W4.0xW4.0.
- (14) Unless this requirement is waived at the time of approval, all restoration of roadway joints are to be thermally fused.
- (15) In the event of the failure to restore the street opening properly within a reasonable time after the opening has been made or to maintain the restored street properly for a period of one (1) year from the date of the aforesaid certificate of proper restoration, the City may, upon three (3) days' notice to the person receiving the permit, undertake the restoration or maintenance work and have recourse to deposit for compensation.

### § 735-35. Temporary paving.

Upon notice to the City Engineer and under his or her inspection, the permittee shall immediately, after completing the work, refill, properly tamp and restore the excavation or opening with a temporary paving cover as follows: ten (10) inches of compacted gravel (NJDOT aggregate base course), in all areas and two (2) inches of approved bituminous temporary patch material (cold patch) in paved cartways. The temporary paving cover shall be left in place and maintained by the applicant for a minimum of sixty (60) days and a maximum of ninety (90) days, unless otherwise indicated by the Engineer, after which the temporary paving cover and required portion of compacted gravel shall be removed and replaced with the final paving required by the City Engineer. Improvements to the temporary paving that are deemed necessary due to settlement prior to approval for final paving shall reset the minimum number of days for temporary paving to be maintained by the permittee to sixty (60) days from the date of repair.

### § 735-36. Additional regulations.

- A. Unless written permission is obtained from the City Engineer, no permittee shall be allowed permission to cut, break into, excavate or open a street for a greater distance than fifty (50) feet at one time or keep the same open for a period longer than one (1) week. During the entire period the street is being cut, broken into, excavated or opened by the permittee, there shall be provided by the permittee a space at street level of at least twelve (12) feet in width for the purposes of allowing vehicles free and unimpeded use of the same. In no event shall a permit be valid for a period of time in excess of one-hundred and thirty-five (135) days after its issuance without the written approval of the City Engineer.
- B. All cuts, breaks, excavations and openings shall conform in size to the application on which the permit is based and shall be performed in neat, even and rectangular sections. All excavations to a depth of six (6) feet or more shall be shored and braced or provided with an acceptable shield to support the walls of the trench for the protection of workmen and to prevent the unintentional widening of the trench unless otherwise permitted by the City Engineer.
- C. If in the opinion of the City Engineer, any cut, excavation or opening would be dangerous if left exposed, the permittee shall erect a suitable barrier or railing around the same in such manner as to prevent danger to pedestrians or vehicles and place upon such barrier or railing and upon any building materials and appliances suitable and sufficient warning lights during the period of darkness. In any event, suitable and sufficient warning lights shall be maintained by the permittee during periods of darkness in the vicinity of the cut, excavation or opening. The barriers and lighting shall conform to the Department of Transportation Manual of Uniform Traffic Control Devices and any amendments. In addition to the permittee placing his name and phone number where he can be reached at all times on the barriers, the permittee shall also notify the City Engineer and local municipal authority of the condition of the unfinished excavation and furnish the above with his name and phone number where he can be reached at all times.
- D. All permittees shall keep the area of their work clear of dirt and debris at all times and shall carry away and dispose of all excess dirt, debris and other material resulting from their work.
- E. The road opening permit application and associated inspection shall be reviewed and approved by the City Engineer.

### § 735-37. Miscellaneous Provisions

- A. Maps of Utility installations; additional information.
  - (1) Every person owning, using, controlling or having an interest in pipes, conduits, ducts or other structures under the surface of any street used for the purpose of supplying or conveying gas, electricity, communication impulses, water or steam to or from the City or to or from its inhabitants, or for any other purpose, shall file with the City Engineer within one year after the adoption of this chapter accurate information showing the as-built location, size and description of all such installations.
  - (2) Within thirty (30) days after the first day of January of each and every year, such person shall file with the City Engineer additional information showing installations, including all those made or

abandoned during the previous year; provided, however, that if no additions have been made to its installation during the previous year, a utility or authority may file with the Engineer a written statement to that effect within the period of time specified above. A utility or authority may, at its own option, elect to provide additional information throughout the year as it is available rather than proceed as above noted. The City Engineer may, however, request additional information periodically as may be necessitated by proposed construction or reconstruction of roadways within the City.

## Article VII. Speed Humps

### § 735-38. Purpose.

The purpose of this article is to provide guidance and objectivity in the evaluation and selection of roadways for the installation of speed humps. Prior to the approval and installation of speed humps, the City shall authorize a traffic study of the impacted area. Where appropriate, other temporary traffic-calming measures should be considered and/or implemented prior to the installation of speed humps.

### § 735-39. Definitions.

As used in this section, the following terms shall have the meanings indicated:

#### **85TH PERCENTILE SPEED**

Otherwise known as the critical speed, is the speed at or below which 85% of the traffic is moving. The 85th percentile speed is used as one of the criteria to determine if a street qualifies for speed humps.

#### **COMMISSIONER**

The Commissioner of New Jersey Department of Transportation.

#### **RESIDENTIAL STREET**

A street whose primary function is to provide the initial access to the collector and arterial roadways. These facilities are characterized by short trips, low speeds, and small traffic volumes.

#### **SPEED HUMP**

Defined as a raised area of pavement intended to control vehicular speed in conformity with New Jersey Law, Title 39 of the Revised Statutes and New Jersey Department of Transportation and the design specifications therein, including the engineering specifications for maximum height, profile, and minimum and maximum length. Speed humps include speed tables, cushions, and lumps.

#### **TRAFFIC/SPEED SURVEY**

A twenty-four-hour survey of traffic speeds and volume conducted by the use of a magnetic sensor(s) or air pressure hose(s) to determine the percentage of traffic exceeding the speed limit.

### § 735-40. Requests and eligibility requirements.

- A. Requests for speed humps shall be in writing and directed to the attention of the Director of Public Works. The Director of Public Works shall provide a copy of the request to the appropriate internal departments, including but not limited to the Department of Planning and Development and the City Engineer.
- B. A request will only qualify for consideration if the following criteria is met:
  - (1) The roadway must be a City-owned and -maintained street;
  - (2) The initial request must originate from the resident(s) living on the street;
  - (3) The roadway must be a two-lane residential or one-way residential street with a posted speed limit of 30 miles per hour or less and which have fewer than 3,000 vehicles per day; or the street is located within 500 feet of a school or any property used for school purposes subject to the provisions of Section 3 of P.L. 2004, c. 107 (N.J.S.A. 39:4-8.11);
  - (4) The street must be in reasonably good condition as determined by the City Engineer in his or her sole discretion or be incorporated as part of a roadway resurfacing project;
  - (5) Dead-end streets and culs-de-sac shall not be considered for speed humps;
  - (6) Speed humps may be located on streets that contain horizontal curves, but the hump itself must not be located within the horizontal curve. Safe stopping sight distance must always be provided;
  - (7) Speed humps may not be located on a street with a vertical grade with more than an 8% change on the immediate approaches where the visibility of the hump may be restricted;
  - (8) Special consideration must be given to streets without curb and gutter to accommodate drainage and prevent vehicle runarounds; and
  - (9) The City shall provide appropriate notice to any municipality or county whose roads may be impacted by the installation of a speed hump.
- C. A resident petition must be included with the request for a speed hump and shall describe the conditions to be remediated. The petition must be signed by two-thirds majority of property owners within the project area in support of the installation of the speed humps (City Engineer to determine project or

- impact area).
- D. After verification of the petition and the request, the City Engineer's office will conduct a traffic study and make a determination of the street's eligibility in a timely manner.
- (1) If the street is determined to be ineligible for speed hump installation, the applicant(s) will be notified in writing.
  - (2) The decision may be appealed in writing to the Director of Public Works giving reasons for the same.
  - (3) If the street is determined to be eligible, the street will be placed on a list of streets eligible for speed hump installation maintained by the City Engineer's office.

### § 735-41. Evaluation.

- A. All requests that meet the initial eligibility requirements will be formally evaluated as described below:
- (1) After a determination of the impact or project area as determined by the City Engineer, the applicant shall provide notice to all residents within such area of the request and the right of any resident to object by providing written notice of objection to the attention of the City Clerk within 10 days of receipt of notice of the request. Notice shall be by certified mail, return receipt requested. Applicants must submit proof of notice by providing the City Clerk with receipts from each resident within the impact or project area, or proof of mailing and failure of a resident to accept notice.
  - (2) A traffic survey shall indicate that the 85th percentile speed is at least five or more miles per hour over the speed limit;
  - (3) The street segment must be a minimum of 750 feet in length between traffic controls, four-way intersections, and/or curves with less than a 250-foot radius; or the street must be comprised of contiguous segments with no stop controls between the segments and all side streets entering at four-way intersections are stop controlled. The total length of the contiguous segments must be at least 750 feet in length;
  - (4) Pursuant to the provisions of Section 3 of P.L. 2004, c. 107 (N.J.S.A. 39:4-8.11),
    - (a) Prior to a municipality or county constructing a speed hump which places any impact on roadways in an adjoining municipality or county, the governing board or body of the municipality or county shall provide appropriate notice to the adjoining municipality or county;
    - (b) Prior to a municipality or county constructing a speed hump which places any impact on a state roadway, the county or municipality shall obtain the approval of the commissioner;
  - (5) The street must be approved by the Director of Public Works, Camden County Metro, EMS, and the Camden City Fire Department and their written approval must accompany the application.
  - (6) All applications that have met the eligibility requirements and have received approval from the Director of Public Works, Camden County Metro, EMS, and the Fire Department shall be submitted to the City Engineer's office for review and approval;
  - (7) The City Engineer's office shall make the final determination whether the requested speed hump will be installed at the requested location based on the outlined criteria above in Subsection A(3) and (4). If the speed hump is approved it shall be presented to the Camden City Council for approval.
  - (8) After City Council has had sufficient time to review the request and comments, the Council shall vote on the request. If the request receives approval of Council, it shall pass to the prioritization phase.

### § 735-42. Prioritization.

- A. The installation of speed humps will be prioritized on a City-wide basis. Projects shall be prioritized based upon the following factors as a result of the formal evaluation:
- (1) Date of approved application;
  - (2) Comparison of the operating speed or the 85th percentile speed to the statutory limit;
  - (3) Daily traffic count average;
  - (4) Accident history;
  - (5) Proximity to schools, parks, playgrounds, or other facilities with high number of children, bicycles, or pedestrian use.
- B. Lower prioritized, but less costly projects may be implemented ahead of higher prioritized projects if funding levels do not allow the installation of the higher prioritized projects.

### § 735-43. Design, construction, and location.

- A. Speed hump layout and design shall be determined by the City Engineer. All construction shall conform to the New Jersey Department of Transportation technical standards in place at the time of installation.
- B. The street must have adequate sight distance to safely accommodate the hump as determined by the City Engineers' office.
- C. Speed humps near drainage inlets should be placed just downstream of the inlet. Drainage consideration can affect speed hump location and/or spacing.
- D. Speed hump should not be located within 10 feet from the nearest driveway.
- E. A speed hump must not be located in front of a property if the property owner objects to its placement.

- F. All speed hump constructed shall conform in design and construction to the technical standards established by the Department of Transportation.
- G. Advance warning, including but not limited to, the erection of appropriate signs giving notice of the presence of speed humps before the first speed hump in a series of speed humps and pavement marker shall be placed at the location of the first speed hump. The signing and pavement markings for a speed hump shall conform to the current standards prescribed in the Manual of Uniform Traffic Control Devices for Streets and Highways as adopted by the Commissioner of Transportation.
- H. The speed hump shall be located a minimum of 250 feet from the nearest intersecting street.
- I. The distance between speed humps shall be at the discretion of the City Engineer and within the requirements of the New Jersey Department of Transportation.
- J. All signage and pavement markings shall conform to the Manual of Uniform Traffic Control Devices for Streets and Highways.

§ 735-44. Speed hump removal.

The process for requests to remove speed humps will follow the same procedure used to evaluate the installation of speed humps. Absent any design faults or unforeseen issues that result in unsafe conditions, the cost of removal shall be borne by the property owners via local assessment. In the case of fault or unforeseen issues, the City will bear the full responsibility of the cost of removal.

Article VIII. Use of Sidewalks

§ 735-45. Prohibited use.

Except when necessary to avoid conflict with other traffic or in compliance with the directions of a traffic or police officer or traffic sign or signal, no operator of a vehicle shall stand or park the vehicle on a sidewalk.

**BE IT FURTHER ORDAINED**, that all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only. If any provision of this ordinance is declared invalid, such invalidity shall not affect the other provisions of this ordinance. Furthermore, the other provisions of this ordinance are deemed to be severable and remain in full force and effect.

**BE IT FURTHER ORDAINED**, that this ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

**BE IT FURTHER ORDAINED**, that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: April 11, 2023

The above has been reviewed and approved as to form.

  
 DANIEL BLACKBURN  
 City Attorney

\_\_\_\_\_  
 ANGEL FUENTES  
 President, City Council

\_\_\_\_\_  
 VICTOR CARSTARPHEN  
 Mayor

ATTEST: \_\_\_\_\_  
 LUIS PASTORIZA  
 Municipal Clerk





# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council  
FROM: Director Edward C. Williams (Planning and Development)

**TITLE OF ORDINANCE/RESOLUTION: Ordinance Amending and Supplementing Chapter 735 (Streets and Sidewalks) of the Code of the City of Camden.**

Point of Contact:	Orion Joyner	Capital Improvements	856.757.7680	orionj@ci.camden.nj.us
	Name	Department-Division- Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director Supporting Department Director (if necessary)	Y			
Director of Grants Management	N			
Qualified Purchasing Agent	N			
Director of Finance	N			

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup> (N/A)
3. Addition supporting documents.

*"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.*

Received by:  
City Attorney

Signature

Date

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Ordinance Amending and Supplementing Chapter 735 (Streets and Sidewalks) of the Code of the City of Camden.

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- Amending Chapter 735 (Streets and Sidewalks) of the Code of the City of Camden.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** N/A

**IMPACT STATEMENT:**

- Improve effectiveness of ordinance.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- None

**COORDINATION:**

- None

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<b>Prepared by:</b>	<b>Orion Joyner</b>	<b>856.757.7680/orionj@ci.camden.nj.us</b>
	Name	Phone/Email

DB:dh  
04-11-23

02

**AN ORDINANCE DESIGNATING RESTRICTED RESIDENTIAL PARKING ZONES  
FOR INDIVIDUALS WITH DISABILITIES IN CERTAIN AREAS IN THE CITY OF  
CAMDEN AS HANDICAP PARKING PRIVILEGES ONLY**

WHEREAS, Robin M. Drummond, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have handicapped parking as a Type #1 permit in front of or near her home at 630 Randolph Street; and

WHEREAS, Benancio Espinal upon providing the appropriate proof that he is the holder of the required specifications, seeks to have handicapped parking as a Type #1 permit in front of or near his home at 3021 Mickle Street; and

WHEREAS, Domingo A. Gomez, upon providing the appropriate proof that he is the holder of the required specifications, seeks to have handicapped parking as a Type #1 permit in front of or near his home at 812 S. 8<sup>th</sup> Street; and

WHEREAS, Ventress L. Hall, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have handicapped parking as a Type #1 permit in front of or near her home at 812 N. 8<sup>th</sup> Street; and

WHEREAS, Jose A. Mercado, upon providing the appropriate proof that he is the holder of the required specifications, seeks to have handicapped parking as a Type #1 permit in front of or near his home at 1109 N. 18<sup>th</sup> Street; and

WHEREAS, Maria F. Tellez, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have handicapped parking as a Type #1 permit in front of or near her home at 312 N. 41<sup>st</sup> Street; and

WHEREAS, Reinaldo Cortes, upon providing the appropriate proof that he is the holder of the required specifications, seeks to have handicapped parking as a Type #1 permit in front of or near his home at 1107 N. 26<sup>th</sup> Street; and

WHEREAS, Juan Gonzalez Caba, upon providing the appropriate proof that he is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #2 permit in front of or near his home at 4105 Westfield Avenue; and

WHEREAS, Maribel Reyes, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #2 permit in front of or near her home at 132 N. 32<sup>nd</sup> Street; and

WHEREAS, Mary A. Townsend, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #2 permit in front of or near her home at 601 Raritan Street; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden that, all the addresses listed above, shall be designated as either a Type 1 or Type 2 "Handicapped Parking" to have access to parking or personalized signage during the period of time that the said premises are occupied by the handicapped individuals.

SECTION 1. Parking shall be prohibited to all others in order to provide a parking space for the handicapped owner/resident adjacent thereto.

SECTION 2. By the adoption of this ordinance, we are creating a schedule of Personalized Signage "Handicapped Parking" areas, including those set forth herein and including any other "Handicapped Parking" areas heretofore adopted by ordinance. Any ordinance prohibiting parking at the location specified is hereby rescinded and appealed, in part, wherein it conflicts with the ordinance to be adopted.

SECTION 3. Any portion of this ordinance not herein amended and supplemented shall remain in full force and effect.

SECTION 4. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.


SECTION 5. This ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

BE IT FURTHER ORDAINED, that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

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Date of Introduction: April 11, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

\_\_\_\_\_  
VICTOR CARSTARPHEN  
Mayor

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council  
FROM: Keith L. Walker, Director of Public Works

**TITLE OF ORDINANCE/RESOLUTION:** AN ORDINANCE DESIGNATING RESTRICTED RESIDENTIAL PARKING ZONES FOR INDIVIDUALS WITH DISABILITIES TO CERTAIN AREAS IN THE CITY OF CAMDEN AS HANDICAP PARKING PRIVILEGES ONLY

Point of Contact:	Keith L. Walker	Public Works	856-757-7139	kewalker@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

### ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director Supporting Department Director (if necessary) Director of Grants Management Qualified Purchasing Agent Director of Finance	Y		3/21/23	

Approved by:  
Business Administrator

Signature

3/20/23  
Date

Attachments (list and attach all available):

1. Disabled Parking Approvals Submission – April 11, 2023 Council Meeting

**“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.**

Received by:  
City Attorney

Signature

Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** *AN ORDINANCE DESIGNATING RESTRICTED RESIDENTIAL PARKING ZONES FOR INDIVIDUALS WITH DISABILITIES TO CERTAIN AREAS IN THE CITY OF CAMDEN AS HANDICAP PARKING PRIVILEGES ONLY*

**FACTS/BACKGROUND:**

- Ordinance establishing a handicapped parking zone in front of a residence occupied by an individual with disability, who has been issued a windshield placard or wheelchair symbol license plate for the vehicle registered by the individual, or a family member who provides transportation for the individual with disability.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** N/A

**IMPACT STATEMENT:**

- If City Council approves the legislation, City residents issued disabled parking placards or vehicle plates, who have submitted application to the City and been approved for disabled parking privileges, will have disabled parking privileges established at their residence.

**SUBJECT MATTER EXPERTS/ADVOCATES:** N/A

**COORDINATION:** N/A

Prepared by: Angela M. Watkins

(856) 757-7139/ [anjohnst@ci.camden.nj.us](mailto:anjohnst@ci.camden.nj.us)

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Name

Phone/Email



INDIVIDUALS WITH DISABILITIES  
 HANDICAPPED PARKING ZONE APPROVALS  
 Submitted for City Council Meeting of: April 11, 2023

APPLICANT	ADDRESS	FEE PAID	PLACARD #/ PLATE #	PERMIT TYPE
1. Robin M. Drummond	630 Randolph St	120.00	P2409222	TYPE 1
2. Benancio Espinal	3021 Mickle St	120.00	P2501194	TYPE 1
3. Domingo A. Gomez	812 S. 8th St	120.00	P2497885	TYPE 1
4. Ventress L. Hall	812 N. 8th St	120.00	P2377894	TYPE 1
5. Jose A. Mercado	1109 N. 18th St	120.00	P2501133	TYPE 1
6. Maria F. Tellez	312 N. 41st St	120.00	P2457092	TYPE 1
7. Reinaldo Cortes	1107 N. 26th St	120.00	P2546415	TYPE 1
8. Juan Gonzalez Caba	4105 Westfield Ave	145.00	H37RLF	TYPE 2
9. Maribel Reyes	132 N. 32nd St	145.00	4800HD	TYPE 2
10. Mary A. Townsend	601 Raritan St	145.00	8719HD	TYPE 2

**ORDINANCE AMENDING CHAPTER 270, UNIFORM CONSTRUCTION CODES,  
ARTICLE II FEES, OF THE CAMDEN CODE, CONCERNING FEES FOR ADDITIONAL  
BUILDING, PLUMBING, ELECTRICAL, ELEVATOR AND FIRE RE-INSPECTIONS  
OCCURRING AFTER THE INITIAL INSPECTION AND A RE-INSPECTION HAVE  
ALREADY TAKEN PLACE**

**WHEREAS**, the City of Camden permits each building, plumbing, electrical, elevator and fire permit to include the fees in the permit for the initial inspection and one re-inspection of the work done; and

**WHEREAS**, the City of Camden now seeks to impose a fee for any additional inspection or inspections taking place after the initial inspection and the re-inspection have occurred; and

**WHEREAS**, the City of Camden now seeks to amend Chapter 270 to incorporate these additional re-inspection fees into Chapter 270 the following sections: Section 270-15; Building Fees, Section 270-16; Plumbing Fees, Section 270-17; Electrical Fees, Section 270-18; Elevator Fees, and Section 270-19; Fire Fees; now therefore,

**BE IT ORDAINED**, by the City Council of the City of Camden, that Chapter 270 of the Camden City Code is amended as follows:

**§ 270-15. Building Fees.**

Building fees shall be as follows:

<b>Item</b>	<b>FEE</b>
New construction and additions:	Same
Commercial farm building:	Same
Reconstruction, renovation, alteration, repair (includes roofing and siding)	
a. Same.	Same
b. Same.	Same
c. Same.	Same
d. Same.	Same
e. Each additional re-inspection after the initial inspection and one re-inspection	\$50.00

**§ 270-16. Plumbing Fees.**

Plumbing fees shall be as follows:

	<b>FEE</b>
A. Fixtures:	Same
B. Special devices:	Same
C. Water or sewer:	Same
D. Each additional re-inspection after the initial inspection and one re-inspection	\$50.00

**§ 270-17. Electrical Fees.**

Electrical fees shall be as follows:

<b>Item</b>	<b>FEE</b>
Receptacles and fixtures	
First 50	Same
Each 25 additional	Same



Each motor electrical device rated from 1 hp or 1 kw to 10 hp or 10 kw for each transformer or generator rated from 1 kw to 1 kva to 10 kw to 10 kva; each replacement of wiring involving 1 branch circuit or part; each storable pool or hydromassage bathtub; each underwater lighting fixture; household electric cooking equipment rated up to 16 kw; each first, security or burglar alarm control unit; each receptacle rated from 30 to 50 amps; each light standard greater than 8 feet in height, including luminaries; each communications closet	Same
Each motor or electrical device rated from greater than 10 hp or 10 kw to 50 hp or 50 kw; each service equipment, panel board, switchboard, switchgear, motor control center or disconnecting means rated 225 amps or less; each transformer or generator rated from greater than 10 kw or 10 kva to 45 kw or 45 kva; each electric sign rated from greater than 20 amps to 225 amps, including associated disconnecting means; each receptacle rated greater than 50 amps; and each utility load management device	Same
Each motor or electrical device rated from greater than 50 hp or 50 kw to 100 hp or 100 kw; each service equipment, panel board, switchboard, switchgear, motor control center or disconnecting means rated 225 amps to 1,000 amps; each transformer or generator rated from greater than 45 kw or 45 kva to 112.5 kw or 112.5 kva	Same
Each motor or electrical device rated from greater than 100 hp or 100 kw; each service equipment, panel board, switchboard, switchgear, motor control center or disconnecting means rated greater than 1,000 amps; and each transformer rated greater than 112.5 kw or 112.5 kva	Same
For placement of service entrance conductors or feeder conductors only	
a. 225 amps or less	Same
b. 226 to 100 amps	Same
c. Greater than 1,000 amps	Same

The fee charged for process equipment shall be based on the ampere rating of the over-current device protecting the conductor feeding the process equipment of the cutoff device.

For the purpose of computing these fees, all electrical and communications devices, utilization equipment and motors which are part of premises wiring, except those which are portable plugin type, shall be counted.

**Item**

For photovoltaic systems, the fee shall be based on the designated kilowatt rating of the solar photovoltaic system as follows:	
a. 1 to 50 kilowatts	Same
b. 51 to 100 kilowatts	Same
c. Greater than 100 kilowatts	Same

Each additional re-inspection after the initial inspection and one re-inspection	\$50.00
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**§ 270-18. Elevator fees.**

- A. The basic permit fees for elevator devices in structures not of Group R-3, R-4 or R-5 or in an exempted structure of Group R-2 shall be as follows:

<b>Type</b>	<b>Fee</b>
Traction and winding drum elevators	
1 to 10 floors	Same
Over 10 floors	Same
Hydraulic elevators	Same
Roped hydraulic elevators	Same
Escalators, moving walks	Same
Dumbwaiters	Same
Stairway chairlifts, inclined and vertical wheelchair lifts and manlifts	Same

B. Additional charges for devices equipped with the following features shall be as follows:

- (1) Oil buffers (charge per oil buffer): Same
- (2) Counterweight governor and safeties: Same
- (3) Auxiliary power generator: Same

C. Ongoing inspections. When the City is the enforcing agency, the fees set forth in Subsections A and B above shall be paid annually in accordance with the following schedule, which is based on the average of the fees to be collected over a five-year period:

(1) Basic annual fee as follows:

<b>Type</b>	<b>Fee</b>
Traction and winding drum elevators	
1 to 10 floors	DCA
Over 10 floors	DCA
Hydraulic elevators	DCA
Roped hydraulic elevators	DCA
Escalators, moving walks	DCA
Dumbwaiters	DCA
Stairway chairlifts, inclined and vertical wheelchair lifts and manlifts	DCA

(2) Additional charges for devices equipped with the following features as follows:

- (a) Oil buffers (charge per oil buffer): Same
- (b) Counterweight governor and safeties: Same
- (c) Auxiliary power generator: Same
- (d) Each additional re-inspection after the initial inspection and one re-inspection \$50.00

**§ 270-19. Fire fees.**

Fire fees shall be as follows:

<b>Item</b>	<b>Fee</b>
Sprinkler heads	
20 or fewer	Same
21 to and including 100	Same
101 to and including 200	Same
201 to and including 400	Same
401 to and including 1,000	Same
Over 1,000 heads	Same
Detectors	
12	Same
For additional 25	Same

<b>Item</b>	<b>Fee</b>
Standpipe	Same
Independent pre-engineered system	Same
Gas- or oil-fired appliance	Same
Kitchen exhaust system	Same
Incinerator	Same
Fire pumps (gallons per minute)	
250	Same
500	Same
750	Same
1000	Same
Each additional re-inspection after the initial inspection and one re-inspection	\$50.00

**§ 270-20. Fees for certificates and other permits.**

Fees for certificates and other permits shall be as follows:

<b>Type</b>	<b>Fee</b>
Demolition	
Building less than 5,000 square feet and less than 30 feet in height; 1- and 2-family, R-2 through R-5	Same
Demolition of all other buildings including tank removal	Same
Sign, permits (pylon signs)	
1st 100 square feet	Same
Next 400 square feet	Same
Square footage thereafter	Same
Minimum fee for signs	Same
Certificate of occupancy	Same
Certificate of occupancy for a change of use	Same
Temporary certificate of occupancy	Same
Certificate of continued occupancy	Same
R-1 (per room)	Same
R-2 (per room)	Same
R-3 (per room)	Same
R-4 (per room)	Same
R-5 (per room)	Same
Business/mercantile	Same
Assembly	Same
Educational	Same
Factory/industrial	Same
High hazard	Same
Storage	Same
Utility/miscellaneous	Same
Day-care certificate of occupancy	
Institutional	Same



VICTOR CARSTARPHEN  
Mayor

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 4, 2023

TO: City Council  
FROM: Gabriel Camacho, Director of Code Enforcement

**TITLE OF ORDINANCE/RESOLUTION: ORDINANCE TO AMENDING CHAPTER 270 CONCERNING FEES FOR ADDITIONAL BUILDING, PLUMBING, ELECTRICAL, ELEVATOR AND FIRE RE-INSPECTIONS OCCURRING AFTER THE INITIAL INSPECTION AND A RE-INSPECTION HAVE ALREADY TAKEN PLACE**

Point of Contact:	Gabriel Camacho	Code Enforcement	856-757-7345	GaCamach@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director	Y		3/30/24	
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance				

Approved by:  
Business Administrator

Signature

Date

3/30/27

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

**City Attorney**

**Signature**

**Date**

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: ORDINANCE TO AMENDING CHAPTER 270 CONCERNING FEES FOR ADDITIONAL BUILDING, PLUMBING, ELECTRICAL, ELEVATOR AND FIRE RE-INSPECTIONS OCCURRING AFTER THE INITIAL INSPECTION AND A RE-INSPECTION HAVE ALREADY TAKEN PLACE**

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- Construction Bureau Inspectors are charged with the inspections of various permit to ensure they are within Uniform Commercial Code (UCC) standards.
- Currently the permit fees include the initial inspection and unlimited re-inspections.
- Often this creates an increase in scheduling of re-inspections for those persons/businesses who have failed their inspections on several prior occasions without consideration to the others who are ready to have their property inspected.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:**

Not Applicable

**IMPACT STATEMENT:**

Construction Bureau Inspections plays vital role in the safety of our community as it is related to construction and renovations.

Construction Bureau is tasked with conducting several permit inspections daily which in several instances are time sensitive. Unfortunately, there are property owners who fail to take corrective action after the second, third even fourth time of re-inspection. These repeat re-inspections become time consuming and creates a bottleneck which results in a huge backlog. Currently there is no incentive and/or consequence for a property owner/contractor who wants to simply do a "half job" because he/she knows at worst they would just schedule another inspection at no cost.

This ordinance to amend Chapter 270 and add after the second inspection there be a cost associated to each re-inspection would benefit our residents and allow the inspection to better service the City of Camden. The type of amendment is already in use through our Housing Bureau-Registration of premises and has had positive results with prompt corrections and overall compliance.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

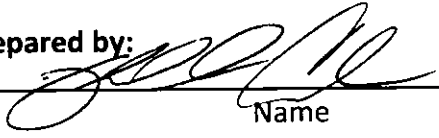
- Construction Official, James Rizzo
  - Attendance: (Y/N/Tentative). Confirmed?

**COORDINATION:**

- Department of Code Enforcement



Prepared by:

A handwritten signature in black ink, appearing to be 'G. Camacho', written over a horizontal line.

Name

G.Camacho@ci.camden.nj.us

Phone/Email

*Ordinances*  
*2<sup>nd</sup> Reading*

DB:dh  
03-14-23

0-1

**AN ORDINANCE DESIGNATING RESTRICTED RESIDENTIAL PARKING ZONES  
FOR INDIVIDUALS WITH DISABILITIES TO CERTAIN AREAS IN THE CITY OF  
CAMDEN AS HANDICAP PARKING PRIVILEGES ONLY**

WHEREAS, Marisol V. Rivera, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have handicapped parking as a Type #1 permit in front or near her home at 1160 Bergen Avenue; and

WHEREAS, Emilia Acevedo upon providing the appropriate proof that she is the holder of the required specifications, seeks to have handicapped parking as a Type #1 permit in front or near her home at 904 Mechanic Street; and

WHEREAS, Silvia C. Patterson, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have handicapped parking as a Type #1 permit in front or near her home at 568 Line Street; and

WHEREAS, Maria Rodriguez Nunez, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have handicapped parking as a Type #1 permit in front or near her home at 1120 N. 20<sup>th</sup> Street; and

WHEREAS, Carolyn Carstarphen, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #2 permit in front or near her home at 822 Sylvan Street; and

WHEREAS, Tyrone Comegys, upon providing the appropriate proof that he is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #2 permit in front or near his home at 1040 Everett Street; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden that, all the addresses listed above, shall be designated as either a Type 1 or Type 2 "Handicapped Parking" to have access to parking or personalized signage during the period of time that the said premises are occupied by the handicapped individuals.

SECTION 1. Parking shall be prohibited to all others in order to provide a parking space for the handicapped owner/resident adjacent thereto.

SECTION 2. By the adoption of this ordinance, we are creating a schedule of Personalized Signage "Handicapped Parking" areas, including those set forth herein and including any other "Handicapped Parking" areas heretofore adopted by ordinance. Any ordinance prohibiting parking at the location specified is hereby rescinded and appealed, in part, wherein it conflicts with the ordinance to be adopted.

SECTION 3. Any portion of this ordinance not herein amended and supplemented shall remain in full force and effect.

SECTION 4. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

SECTION 5. This ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

BE IT FURTHER ORDAINED, that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

---

Date of Introduction: March 14, 2023

The above has been reviewed  
and approved as to form.



DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

\_\_\_\_\_  
VICTOR CARSTARPHEN  
Mayor

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

0-2

DB:dh  
03-14-23

**AN ORDINANCE AUTHORIZING THE REMOVAL OF HANDICAP PARKING PRIVILEGES IN CERTAIN LOCATIONS IN THE CITY OF CAMDEN**

WHEREAS, an ordinance was adopted designating a "Handicapped Parking Only" area for the following properties:

1022 Haddon Avenue                      Ronald Young

WHEREAS, it has been advised that the individual(s), no longer need handicap parking at the above location(s) due to no response to the renewal correspondence, no payment of annual renewal fees and/or by request as per the individual; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden that the provisions of said ordinance applicable to the properties listed above is hereby removed.

SECTION 1. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

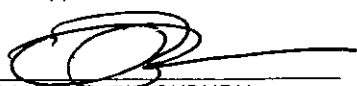
SECTION 2. This ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

SECTION 3. If any provision of this ordinance is declared invalid, such invalidity shall not affect the other provisions of this ordinance. Furthermore, the other provisions of this ordinance are deemed to be severable and remain in full force and effect.

BE IT FURTHER ORDAINED, that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

\_\_\_\_\_  
Date of Introduction: March 14, 2023

The above has been reviewed and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

\_\_\_\_\_  
VICTOR CARSTARPHEN  
Mayor

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

# *Resolutions*

**RESOLUTION HONORING TAMARA M. JEFFERSON UPON HER RETIREMENT FROM THE CITY OF CAMDEN**

**WHEREAS**, Tamara M. Jefferson will be retiring from the City of Camden, effective April 1, 2023, after over 36 years of dedicated service to the residents of Camden City and beyond; and

**WHEREAS**, Tamara began her career with the City of Camden on September 9, 1986 as a part-time Student Assistance for the Department of Grants Management. Tamara obtained her Bachelor of Arts degree from Rutgers University in 1993, and became a full-time employee with the Department of Development and Planning. Tamara zest for work, and a mindset to excel progressively worked, and was promoted through various positions within the City of Camden retiring as a Senior Administrative analyst from the Department of Public Works; and

**WHEREAS**, Tamara has always been a hard working woman, eager to learn as she advanced in her career. She performed her duties to the utmost standards and never hesitated to offer a helping hand to any of her peers. Through her career, she developed great relationships with not only co-workers but also with residents and vendors she has encountered along the way. She served as a Shop Steward for Camden County Council #10 and was honored to be selected as employee of the month in April 2004; and

**WHEREAS**, Tamara is looking forward to taking full advantage of her retirement by traveling, spending time with her loving family, friends and other retirees; and


**WHEREAS**, it is appropriate from time to time that this City Council of the City of Camden honor those individuals who have served the residents of the Camden City and the general public with dedication and distinction; now, therefore

**BE IT RESOLVED** by the City Council of the City of Camden that it hereby commends Tamara M. Jefferson on her long service to Camden City's residents and general public, and extends its best wishes for a restful, healthy, well-deserved retirement and life.

**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: April 11, 2023

The above has been reviewed  
and approved as to form

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



Camden City Council  
**RESOLUTION / ORDINANCE REQUEST FORM**

DATE: March 30, 2023

Council Meeting Date: April 11, 2023

FROM: Councilperson

- |   |   |
|---|---|
| <input type="checkbox"/> Angel Fuentes, President               | <input type="checkbox"/> Shaneka Boucher, 1 <sup>st</sup> Ward                |
| <input type="checkbox"/> Sheila Davis, Vice President, At-Large | <input checked="" type="checkbox"/> Christopher Collins, 2 <sup>nd</sup> Ward |
| <input type="checkbox"/> Nohemi Soria-Perez, At-Large           | <input type="checkbox"/> Marilyn Torres, 3 <sup>rd</sup> Ward                 |
|   | <input type="checkbox"/> Felisha Reyes-Morton, 4 <sup>th</sup> Ward           |

**Action Requested:**

**RESOLUTION HONORING TAMARA M. JEFFERSON UPON HER RETIREMENT FROM THE CITY OF CAMDEN**

*\*\*\*\*Please attach any supporting documents*

Christopher Collins/*gms*

3/30/2023

Signature of Councilperson

Date



R-2

DB:dh  
04-11-23

**RESOLUTION AUTHORIZING THE DESIGNATION OF SIX (6) ADDITIONAL  
ALTERNATE DEPUTY REGISTRARS WITHIN THE OFFICE OF MUNICIPAL CLERK,  
DIVISION OF VITAL STATISTICS**

WHEREAS, the Office of Municipal Clerk, Division of Vital Statistics has a need for additional alternative deputy registrars to allow the staff to perform all the required duties to effectively operate the office and to provide quality service to the public; and

WHEREAS, on March 13, 2023 Governor Murphy signed into law an amendment to R.S.26:8-17 *local registrar; appointment of deputy, alternate deputy registrar*, which amendment allows the local registrar to appoint more than two alternate deputy registrars if he determines that the appointment of more than two alternate deputy registrars is necessary for the office to function efficiently and to provide quality services to the public, subject to the approval of the governing body of a resolution, appointing a specific number of additional alternative deputy registrars; and

WHEREAS, the Registrar has determined that six (6) additional alternate deputy registrar appointments are necessary and requests the approval of City Council of the City of Camden to allow the appointment of six (6) additional alternate deputy registrars; and


WHEREAS, City Council has determined that it is in the best interest of the City of Camden to allow the Registrar to designate and appoint six (6) additional alternate deputy registrars; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that it hereby approves for the Registrar to designate and appoint six (6) additional alternate deputy registrars within the Office of Municipal Clerk, Division of Vital Statistics.

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: Tim J. Cunningham, BA  
FROM: Luis Pastoriza, Municipal Clerk

**TITLE OF RESOLUTION: Resolution authorizing the additional designation of alternate deputy registrars within the Office of Municipal Clerk, Division of Vital Statistics to a total of six (6)**

Point of Contact:	Patrice Bassett	Municipal Clerk's Office	x7049	pamccart@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director Supporting Department Director (if necessary) Director of Grants Management Qualified Purchasing Agent Director of Finance	y		3/16/2023	

Approved by: Business Administrator

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Signature: Date: 3/24/23

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by: City Attorney

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

## EXECUTIVE SUMMARY

**TITLE OF RESOLUTION:** : Resolution authorizing the additional designation of alternate deputy registrars within the Office of Municipal Clerk, Division of Vital Statistics to a total of six (6)

**FACTS/BACKGROUND:**

On March 13, 2023 Governor Murphy signed this statutory amendment into law allowing for additional alternate deputy registrars dependent upon the municipalities needs. Designations need to be approved via resolution before being submitted to the State of N.J. Department of Health. This designation is required for staff to be able to fully function within the Office of Vital Statistics as required by the State. This designation has no associated salary and it is not a Civil Service title nor is it on the Salary and Wage Ordinance.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:**

N/A

**IMPACT STATEMENT:**

This change will allow everyone in the Office of Vital Statistics to be legally authorized to perform all the required duties to effectively operate the office.

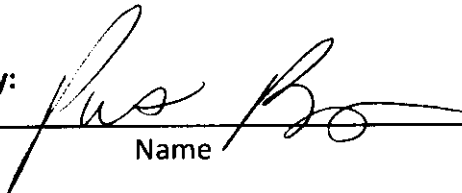
**SUBJECT MATTER EXPERTS/ADVOCATES:**

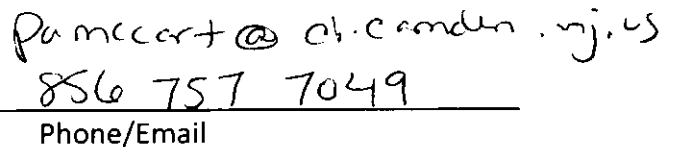
N/A

**COORDINATION:**

N/A

Prepared by:

  
Name

  
Phone/Email

**SENATE, No. 2709**

---

**STATE OF NEW JERSEY**

**220th LEGISLATURE**

---

INTRODUCED MAY 26, 2022

**Sponsored by:**

**Senator NILSA I. CRUZ-PEREZ**  
**District 5 (Camden and Gloucester)**  
**Senator ROBERT W. SINGER**  
**District 30 (Monmouth and Ocean)**  
**Assemblyman WILLIAM F. MOEN, JR.**  
**District 5 (Camden and Gloucester)**

**SYNOPSIS**

Permits appointment of additional alternate deputy registrars.

**CURRENT VERSION OF TEXT**

As introduced.



**(Sponsorship Updated As Of: 1/26/2023)**

1 AN ACT permitting the appointment of additional alternate deputy  
2 registrars in certain municipalities and amending R.S.26:18-7.

3

4 **BE IT ENACTED** by the Senate and General Assembly of the State  
5 of New Jersey:

6

7 1. R.S.26:8-17 is amended to read as follows:

8 26:8-17. The local registrar, immediately upon acceptance of the  
9 appointment, shall appoint a deputy to assist in the normal, day-to-  
10 day operation of the office and whose duty shall be to act in the  
11 registrar's stead in case of absence, disability or death of the  
12 registrar. In case of death of the local registrar the deputy shall act  
13 as local registrar until a new local registrar has been appointed and  
14 qualified.

15 **[In addition to a deputy registrar, the]** Except as otherwise  
16 provided in this section, the local registrar may appoint one or two  
17 alternate deputy registrars if the local registrar deems such an  
18 appointment to be necessary for the office to function efficiently  
19 and to provide quality service to the public. If the local registrar  
20 determines that the appointment of more than two alternate deputy  
21 registrars is necessary for the office to function efficiently and to  
22 provide quality services to the public, the local registrar may submit  
23 a request to the governing body of the municipality to appoint a  
24 specific number of additional alternate deputy registrars based upon  
25 the specific needs of the municipality. The governing body of the  
26 municipality may, by resolution, permit the local registrar to  
27 appoint more than two alternate deputy registrars if the  
28 appointments are necessary for the office to function efficiently and  
29 to provide quality service to the public. The local registrar shall file  
30 a copy of an approved resolution with the State registrar to allow  
31 for appropriate oversight. The deputy registrar and alternate deputy  
32 registrar shall have the authority to receive birth certificates and  
33 death certificates; to issue burial permits, and copies of birth, death,  
34 marriage, civil union and domestic partnership certificates; to take  
35 the oath on marriage and civil union license applications; and to  
36 issue marriage and civil union licenses and register domestic  
37 partnerships. The deputy registrar and alternate deputy registrar  
38 shall receive instructions from and perform their duties under the  
39 direct supervision of the registrar, who shall be the final authority  
40 with the responsibility of fulfilling the duties of the local registrar  
41 outlined in R.S.26:8-25. The deputy registrar and any alternate  
42 deputy registrar shall serve at the pleasure of the local registrar.  
43 (cf: P.L.2006, c.103, s.39)

44

45 2. This act shall take effect immediately.

EXPLANATION – Matter enclosed in bold-faced brackets **[thus]** in the above bill is  
not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

STATEMENT

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This bill would permit local registrars to appoint additional alternate deputy registrars, subject to the approval of the municipal governing body. Under current law, in addition to a deputy registrar, the local registrar may appoint one or two alternate deputy registrars if the local registrar deems such appointment necessary for the office to function efficiently and to provide quality service to the public. Under this bill, the local registrar of a municipality may submit a request to the governing body of the municipality to appoint a specific number of additional alternate deputy registrars based upon the specific needs of the municipality. The governing body of a municipality could, by resolution, permit the local registrar to appoint additional alternate deputy registrars based upon the specific needs of the municipality. Under the bill, a copy of the approved resolution is required to be filed with the State registrar to allow for appropriate oversight.

DB:dh  
04-11-23

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO ENTER INTO  
NATIONWIDE SETTLEMENT AGREEMENTS TO RESOLVE CLAIMS RELATED TO  
THE NATION'S OPIOID CRISIS AND PERMIT CITY OFFICIALS TO EXECUTE ALL  
NECESSARY DOCUMENTS TO ENTER INTO PARTICIPATION AGREEMENTS  
WITH PARTIES INVOLVED IN OPIOID SETTLEMENT CLAIMS**

WHEREAS, the opioid crisis in the United States caused substantial harm to individuals and communities, including many residents of City of Camden; and

WHEREAS, participation in nationwide opioid settlements will not only hold opioid manufacturing companies financially accountable by requiring payments to the communities harmed by the crisis, such payments will support programs that address the opioid epidemic in New Jersey and across the United States, and initiate substantial changes in the pharmaceutical industry to prevent similar crises in the future; and

WHEREAS, participation and acceptance of proposed terms by a significant number of states, county, and municipal governments is necessary for the settlements to take effect; and

WHEREAS, settlement agreements are normally time sensitive and require municipal governments to act within specified time limits; and

WHEREAS, it is in the best interests of the City of Camden and its residents to participate and join in the settlement agreements in order to hold these companies financially accountable for the ongoing opioid crisis and to implement the necessary changes to prevent such a crisis from happening again in the near future; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the City of Camden is authorized to enter into nationwide settlement agreements to resolve claims related to the Nation's Opioid Crisis.

BE IT FURTHER RESOLVED, City Officials are authorized to execute all necessary documents necessary to enter into participation agreements with parties involved in opioid settlement claims.

BE IT FURTHER RESOLVED that the Clerk of the City of Camden shall forward a copy of this Resolution to the Office of the Attorney General of New Jersey.

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: April 11, 2023

The above has been reviewed  
and approved as to form.





# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: **APRIL 11, 2023**

TO: **City Council**  
FROM: **Daniel S. Blackburn, City Attorney**

TITLE OF ORDINANCE/RESOLUTION: **RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO ENTER INTO NATIONWIDE SETTLEMENT AGREEMENTS TO RESOLVE CLAIMS RELATED TO THE NATION'S OPIOID CRISIS AND PERMIT CITY OFFICIALS TO EXECUTE ALL NECESSARY DOCUMENTS TO ENTER INTO PARTICIPATION AGREEMENTS WITH PARTIES INVOLVED IN OPIOID SETTLEMENT CLAIMS**

Point of Contact:	<b>Daniel S. Blackburn</b>	Law Department	<b>X7170</b>	<b>Dablackb@ci.camden.nj.us</b>
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
<b>Responsible</b>				
<b>Department Director</b>				
<b>Supporting Department Director (if necessary)</b>				
<b>Director of Grants Management</b>				
<b>Qualified Purchasing Agent</b>				
<b>Director of Finance</b>				

Approved by:  
**Business Administrator**

\_\_\_\_\_  
Signature

**3/29**  
\_\_\_\_\_  
Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup> **Waiver D**
2. Form of Shared Services Agreement-**State MOA**

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO ENTER INTO NATIONWIDE SETTLEMENT AGREEMENTS TO RESOLVE CLAIMS RELATED TO THE NATION'S OPIOID CRISIS AND PERMIT CITY OFFICIALS TO EXECUTE ALL NECESSARY DOCUMENTS TO ENTER INTO PARTICIPATION AGREEMENTS WITH PARTIES INVOLVED IN OPIOID SETTLEMENT CLAIMS**

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- A class action lawsuit filed by state, local, and tribal governments, hospitals, individuals, and insurers, seeking damages against opioid manufacturers, distributors, and retailers regarding the National Prescription Opiate Litigation.
- Opioid manufacturers, Johnson & Johnson, Mckesson, Cardinal Health, And Amerisourcebergen Janssen Pharmaceutics, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. proposed a joint settlement to the State of New Jersey.
- The Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the "Settlement Amount"). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** TBD

### **IMPACT STATEMENT:**

The ongoing opioid crisis in America has had a devastating effect on individuals and communities, including many here in Camden, New Jersey.

It's crucial to participate and join in the settlement agreements in order to hold these companies financially accountable for the ongoing opioid crisis and to implement the necessary changes to prevent such a crisis from happening again in the near future.

The City of Camden has a deadline of April 18, 2023 to file.

### **SUBJECT MATTER EXPERTS/ADVOCATES:**

Marc Riondino, Counsel to the Mayor. Attendance: Yes.

### **COORDINATION:**

**Prepared by:** Daniel S. Blackburn, City Attorney

x7170

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Name

Phone/Email

**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	City of Camden
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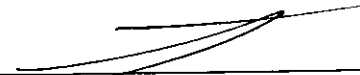
Professional Service or EUS Type	<b>Participation Agreement/Opioid Settlement</b>
Name of Vendor	<b>State of New Jersey</b>
Purpose or Need for service:	<b>The City of Camden to accept Opioid Settlements in various jurisdictions and permit City Officials to execute all necessary documents to enter into participation agreements in order to receive settlement funds.</b>
Contract Award Amount	
Term of Contract	
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	
Were other proposals received? If so, please attach the names and amounts for each proposal received?	

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 7, 29

\*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 \_\_\_\_\_

**MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NEW JERSEY  
AND LOCAL GOVERNMENTS ON OPIOID LITIGATION RECOVERIES**

**A. General Principles**

1. The people of the State of New Jersey and New Jersey communities have been harmed by the opioid epidemic, which has been caused, in part, by entities within the Pharmaceutical Supply Chain.
2. The State of New Jersey and certain local governments are separately pursuing claims to hold Pharmaceutical Supply Chain Participants accountable for their conduct and its harmful consequences.
3. The State and local governments share a common desire to abate and alleviate the effects of the opioid epidemic throughout the State of New Jersey.
4. The State and local governments have determined that it is in their respective best interests to opt into one or more National Opioid Litigation Resolutions, such as the settlement agreements with the Settling Distributors and J&J, the texts of which are available at <https://nationalopioidsettlement.com>.
5. The State and local governments will also receive distributions from additional National Opioid Litigation Resolutions reached in the context of bankruptcy proceedings, such as the bankruptcy plan for Purdue Pharma L.P. in the event that it is fully and finally confirmed.
6. The Parties now enter into this Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries (the "Agreement") to establish binding terms for the distribution and spending of funds from any National Opioid Litigation Resolution that is a settlement agreement and – at the sole discretion of the State – any National Opioid Litigation Resolution that is a bankruptcy plan.

**B. Definitions**

As used in this Agreement:

1. "Approved Purpose(s)" shall mean those uses identified in the List of Opioid Remediation Uses attached as Exhibit A (which is Schedule B of Exhibit E to the national settlements with the Settling Distributors and J&J) or such equivalent in other National Opioid Litigation Resolutions.
2. "Contingency Fee Fund" shall mean a subfund established in a National Opioid Litigation Resolution for the purpose of paying contingency fees, as described in Section II.D of Exhibit R to the national settlements with the Settling Distributors and J&J, or such equivalent in another National Opioid Litigation Resolution.

3. **“J&J” shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutical, Inc.**
4. **“Litigating Subdivisions” means the counties and/or municipalities within the State of New Jersey that filed an Opioid Litigation complaint in court against one or more Pharmaceutical Supply Chain Participants involved in the relevant National Opioid Litigation Resolution prior to the trigger date identified in the National Opioid Litigation Resolution (such as January 1, 2020 for the National Opioid Litigation Resolutions with the Settling Distributors and J&J) and whose complaint was not separately settled or finally adjudicated prior to the Trigger Date other than pursuant to a bar.**
5. **“Local Government Share” means the 50% of Opioid Funds from a National Opioid Litigation Resolution allocated directly to Participating Local Governments pursuant to Section C(1).**
6. **“National Opioid Litigation Resolution” means a settlement agreement entered into by the Attorney General of New Jersey on behalf of the State and by other state attorneys general on behalf of their respective states, which provides for the participation of states, counties and municipalities to resolve claims by the state attorneys general and counties and municipalities against opioid manufacturers, distributors or pharmacies related to the manufacture, marketing, distribution or dispensing of opioids, or a bankruptcy plan that has received final approval and that channels, releases or otherwise finally disposes of such claims, including those of the State and its counties and municipalities.**
7. **“Opioid Funds” shall mean monetary amounts (exclusive of the Additional Restitution Amount or those monies allocated to payment of counsel fees and litigation expenses from the Attorney Fee Fund, State Outside Counsel Fee Fund or State Cost Fund as defined in the Settling Distributors and J&J agreements, or such equivalents) available for distribution to the States and its subdivisions primarily for abatement obtained through a National Opioid Litigation Resolution as defined in this Agreement.**
8. **“Opioid Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.**
9. **“Participating Local Government(s),” with regard to any National Opioid Litigation Resolution, shall mean all counties and municipalities within the geographic boundaries of the State that (i) have chosen to sign on to the applicable National Opioid Litigation Resolution in the context of a settlement agreement, and are eligible for a direct share pursuant to this Agreement, or (ii) will receive direct distributions pursuant to this Agreement from the applicable National Opioid Litigation Resolution reached in the context of a bankruptcy proceeding (and the**

State determines that this Agreement is applicable thereto). The Participating Local Governments may be referred to separately in this Agreement as “Participating Counties” and “Participating Municipalities,” as appropriate).

10. “Parties” shall mean the State and all counties and municipalities that sign on to this Agreement.
11. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioid analgesics are manufactured, marketed, promoted, distributed, or dispensed.
12. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of opioid analgesics.
13. “Settling Distributors” shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.
14. “State” is the State of New Jersey.
15. “State Share” means the 50% of Opioid Funds from a National Opioid Litigation Resolution allocated directly to the State pursuant to Section C(1).
16. “Trustee” shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the National Opioid Litigation Resolution includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

### **C. Intrastate Regions**

1. The State of New Jersey will be divided into regions, each of which will be referred to as a “Region” and will consist of: (1) a single Participating County and any Participating Municipality within its geographic boundaries; or (2) all of the Participating Municipalities within a non-Participating County. If there is only one Participating Municipality within a non-Participating County, that single Participating Municipality will still constitute a Region.
2. The Local Government Share of funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B (which is Exhibit G to the Settling Distributors and J&J settlement agreements) or such equivalent in other National Opioid Litigation Resolutions. Local governments not listed in Exhibit B or such equivalent in other National Opioid Litigation Resolutions may sign on to this Agreement and a National Opioid Litigation Resolution, and may indirectly receive funds allocated to the State or to their Region, but will not be entitled to a direct distribution of Opioid Funds. In the event any county does not participate in this Agreement or a particular National Opioid Litigation Resolution, that county’s percentage share shall be reallocated proportionally amongst the

Participating Counties by applying this same methodology to only the Participating Counties. In the event a municipality does not participate in this Agreement or a particular National Opioid Litigation Resolution, that municipality's percentage share, if any, shall be reallocated to the Participating County in which it is located. If the county in which such municipality is located is not a Participating County, then that municipality's percentage share, if any, shall be reallocated proportionally among the Participating Counties.

3. For each Region that includes a Participating County, that county's department, division, or agency that includes the County Alcoholism and Drug Abuse Director will serve as the lead agency responsible for consulting with an advisory council (the "County Advisory Council"), whose purpose is to provide input, advice, and recommendations on the disbursement of that Participating County's moneys across Approved Purposes. The County Advisory Council shall provide input, advice and recommendations to the Participating Municipalities within the Participating County on the disbursement of those Participating Municipalities' moneys across Approved Purposes. Each County Advisory Council shall consist of, but shall not be limited to, a member possessing expertise in substance use disorder treatment or prevention, a member representing a provider of behavioral health or substance use disorder treatment in the community, a member with personal experience with substance use and addiction issues, the county prosecutor or their designee, and an individual authorized to appropriate funds on behalf of the governing body of the municipality or county, as the case may be, or their designee. The County Alcoholism and Drug Abuse Director may serve as a member of the County Advisory Council.
4. For each Region consisting of the Participating Municipalities within a non-Participating County, a Regional Advisory Council shall be formed from the Participating Municipalities in the Region to distribute and provide input, advice, and recommendations on the disbursement of the Region's portion of the Local Government Share. Each Regional Advisory Council shall include at least five representatives from the Participating Municipalities in the Region, or a representative from each Participating Municipality if the Region consists of fewer than five Participating Municipalities. In no event may more than one individual represent the same Participating Municipality. To the extent any Participating Municipality in the Region is not represented on the Regional Advisory Council, the Regional Advisory Council shall consult with the non-represented Participating Municipality/Municipalities regarding distribution of the collective Local Government Share. Representatives on the Regional Advisory Council shall possess expertise in the areas of expertise specified for members of a County Advisory Council.

**D. Allocation of National Opioid Litigation Resolution Proceeds**

1. All Opioid Funds shall be divided with 50% directly to the State ("State Share") and 50% directly to the Participating Local Governments ("Local Government

Share”).<sup>1</sup> For any avoidance of doubt, funds allocated to the Local Government Share will not pass through the State’s accounts. The State Share shall be paid by check or wire transfer directly from the Trustee to an account designated by the State. The Local Government Share shall be paid by check or wire transfer directly from the Trustee to the appropriate account identified by the Participating Local Government Entity whether it be a County or Municipality.

2. All Opioid Funds, except those allocated to payment of administrative expenses as set forth in Section C(3) below if permitted by the relevant National Opioid Litigation Resolution, and counsel and litigation fees and expenses to the extent permitted in Section D below and the relevant National Opioid Litigation Resolutions, shall be utilized in a manner consistent with the “Approved Purposes” definition. Compliance with this requirement shall be verified through reporting, as set out in Section E and the National Opioid Litigation Resolutions.
3. No more than five percent (5%) of the State Share and no more than five percent (5%) of the Local Government Share may be spent on administrative expenses.
4. In the event that a Participating Local Government determines at any point that it does not wish or no longer wishes to receive directly any portion of the Opioid Funds, the Participating Local Government may provide notice of such determination to the Trustee. If that Participating Local Government is a municipality, that municipality’s funds shall be reallocated to the Participating County in which it is located. If the county in which such municipality is located is not a Participating County, then that municipality’s funds shall be reallocated proportionally among the Participating Counties. If that Participating Local Government is a county, then that county’s funds shall be reallocated proportionally among the Participating Counties, and the Region shall thereafter be treated as if the county had not previously participated.
5. By virtue of participating in this Agreement and a National Opioid Litigation Resolution, each Participating County will be entitled to receive seventy-five percent (75%) of its available portion of the Local Government Share. This does not include monies that go directly to Participating Municipalities within each Participating County. The Participating County may be entitled to receive up to an additional twenty-five percent (25%) of its available portion of the Local Government Share by securing the participation in this Agreement and the National Opioid Litigation Resolution of its constituent municipalities with a population over 10,000. The sliding scale in Section C(6) will determine the share of funds available to the Participating County.
6. If a Participating County does not achieve 100% participation of its constituent municipalities with a population over 10,000 within the period of time required in a National Opioid Litigation Resolution, the remaining portions of the Local

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<sup>1</sup> This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.



Government Share that were otherwise available to the Participating County will be reallocated to the Participating Counties that have achieved 100% participation of their constituent municipalities with a population over 10,000 in accordance with the percentages set forth in Exhibit B (which is Exhibit G to the Settling Distributors' and J&J settlement agreements) or such equivalent in other National Opioid Litigation Resolutions.<sup>2</sup>

<b>Percentage of Total Population of Municipalities in County with Population over 10,000</b>	<b>Award</b>
0	0%
10	2.5%
20	5.0%
30	7.5%
40	10.0%
50	12.5%
60	15.0%
70	17.5%
80	20.0%
90	22.5%
100	25.0%

7. Opioid Funds shall be used to supplement and shall not supplant federal, state, county or municipal funds, as the case may be, that otherwise would have been used for Approved Purposes, and no amount of such moneys shall be used to reimburse the State or any of its counties or municipalities for past expenditures,

<sup>2</sup> In the unlikely event that none of the Participating Counties achieves 100% participation of its constituent municipalities with a population over 10,000 within the period of time required in a National Opioid Litigation Resolution, then the difference between the achieved award and full 25% incentive award for each Participating County would be reallocated to the five Participating Counties with the highest percentage participation of their constituent municipalities with a population over 10,000.

except as may otherwise be required to refund to the federal government a portion of the moneys. Neither this provision, nor any other in this Agreement, shall be interpreted to prevent or prohibit either the State or any Local Government from modifying, changing, or terminating any opioid abatement related programs when, in their respective judgments, changing circumstances and conditions make such changes or modifications appropriate.

8. The Parties acknowledge and agree that a National Opioid Litigation Resolution may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such National Opioid Litigation Resolution, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth in that National Opioid Litigation Resolution to release its claims. This Agreement is not a promise by any Party that any National Opioid Litigation Resolution will be finalized or executed.

**E. Payment of Counsel and Litigation Fees and Expenses**

1. The Parties anticipate that any National Opioid Litigation Resolution will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.
2. Any Participating Local Government that seeks contingency attorneys' fees from Opioid Litigation shall seek those fees first from the Common Benefit or Contingency Fee funds established in any National Opioid Litigation Resolution or by the Court in MDL-2804. However, the Parties agree to the creation of a supplemental contingency attorneys' fees fund (the "Supplemental Contingent Fee Fund") for each National Opioid Litigation Resolution,<sup>3</sup> provided that all Litigating Subdivisions participate in this Agreement and the National Opioid Litigation Resolution giving rise to the funds at issue.
3. In the event that any National Opioid Litigation Resolution imposes additional limitations on the payment of counsel and litigation fees and expenses, those limitations take precedence over this Agreement.
4. The Supplemental Contingent Fee Fund for each of the settlements with the Distributors and J&J is to be used to compensate counsel for contingent fees incurred by Litigating Participating Local Governments that filed Opioid Litigation complaint in court by January 1, 2020. To implement, allocate and administer the Supplemental Contingent Fee Fund, these Litigating Participating Local Governments agree among themselves to appoint Honorable Dennis M. Cavanaugh, U.S.D.J., ret., as Special Master. These Litigating Participating Local

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<sup>3</sup> The establishment of a Supplemental Contingent Fee Fund, if any, will be negotiated on a case-by-case basis, depending on the National Opioid Litigation Resolution at issue. The Supplemental Contingent Fee Funds at issue in this agreement pertain only to the Settling Distributors and J&J.

Governments further agree among themselves to the provisions set forth in the rest of this paragraph. In particular, in administering the fund and allocating appropriate fee awards pursuant to this Agreement, the Special Master shall be guided by those factors and principles which are normally applied and utilized by Courts within the Third Circuit when awarding attorneys' fees in class actions and/or mass torts. The Special Master's determinations regarding the award of any fee from the Supplemental Contingent Fee Fund shall be final and binding. Upon initial funding of the Supplemental Contingent Fee Fund, the Special Master shall develop, in conjunction with participating lawyers, a protocol for making submissions to the Fund and all other necessary procedures to implement this Agreement. These Litigating Participating Local Governments agree that the Special Master shall be paid his normal and reasonable rates from the Supplemental Contingent Fee Fund.

5. The amount of the Supplemental Contingent Fee Fund for each of the national settlements with the Distributors and J&J shall be determined as set forth in this paragraph: The payments to the Fund shall equal 3.25% of the Local Government Share received from that National Opioid Litigation Resolution prior to any disbursements, provided that all Litigating Subdivisions participate in this Agreement and the National Opioid Litigation Resolution giving rise to the funds at issue. No portion of the State Share shall be used for the Supplemental Contingent Fee Fund or in any other way to fund any Participating Local Government's attorneys' fees and costs. No attorneys for the State shall be eligible to receive funds from the Supplemental Contingent Fee Fund. If required to do so by the Distributors and/or the J&J national settlements, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the respective Supplemental Contingent Fee Fund. If the Litigating Participating Local Government is represented by multiple law firms or attorneys, their aggregate compensation shall be no more than 15% of the portion of the Local Government Share attributable to that Litigating Participating Local Government.
6. Payments to counsel for Participating Local Governments shall be made from the respective Supplemental Contingent Fee Fund in connection with the national settlements with the Distributors and J&J in the same percentages and over the same period of time as the national Contingency Fee Fund for each of those National Opioid Litigation Resolutions. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(A)(1) of the settlement with the Settling Distributors. The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the settlement with J&J.
7. Any funds remaining in the Fund of each National Opioid Resolution in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibit B, to be used for Approved Purposes.

**F. Compliance Reporting and Accountability**

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any National Opioid Litigation Resolution, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.
2. In the event that the State and Participating Local Governments use an independent Trustee, compensation for Trustee's reasonable expenses of fund administration may be paid out of the 5% of the State Share and 5% of the Local Government Share that may permissibly be spent on administrative expenses (split 50% to be paid by the State and 50% to be paid by the Participating Local Governments), up to five-thousandths of one percent (.005%) of the Opioid Funds.
3. The State and the Participating Local Governments shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the "Approved Purposes" definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.
4. At least annually, by September 1 of each year, each Region shall provide to the State a report detailing for the preceding state fiscal year, in the manner and form prescribed by the State: (1) the amount of the Local Government Share received by each Participating Local Government within the Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), (3) the amounts disbursed on Approved Purposes, and (4) the amounts spent on administrative expenses. Each Participating Local Government within a Region shall prepare its own report detailing the information required above in the manner and form prescribed by the State. Each Participating Local Government shall then provide its report to one or more delegate(s) selected by the Region to compile all of the reports for the Region and make them available publicly and to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any National Opioid Litigation Resolution.
5. No later than October 1 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in E(4) above. The State shall also comply with any reporting requirements imposed by any National Opioid Litigation Resolution.
6. The expenditure of funds pursuant to this Agreement shall be subject to oversight by the State Comptroller as provided by law.

**G. Settlement Negotiations**

1. Each Participating Local Government shall keep the State informed of all other settlement negotiations between the Participating Local Government and any Pharmaceutical Supply Chain Participant related to the manufacture, marketing, distribution or dispensing of opioids. Neither this provision, nor any other provision in this Agreement, shall be construed to state or imply that either the State or any Participating Local Government is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other.
2. The obligations in this Section shall not affect any Party's right to proceed with trial or reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

**H. Amendments**

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.
2. To facilitate amendment of the Agreement, a Participating Local Government may, to the extent permitted by law, designate another Participating Local Government or group of Participating Local Governments to serve as the designating Participating Local Government's proxy or proxies.

Memorandum of Agreement Between the State of New Jersey and Local Governments on  
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 28th day of  
January 2022.

A handwritten signature in black ink, appearing to read "Andrew Bruck", written over a horizontal line.

Andrew J. Bruck  
Acting Attorney General of New Jersey


Memorandum of Agreement Between the State of New Jersey and Local Governments on  
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 2<sup>nd</sup> day of  
FEBRUARY, 2022.

ATLANTIC COUNTY, NEW JERSEY

By: Gerald DelRosso  
Gerald DelRosso, County Administrator  
Atlantic County, New Jersey

Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 7<sup>th</sup> day of February, 2022.

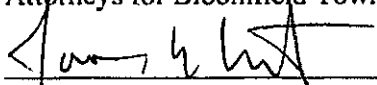
The Wright Law Firm, LLC  
Attorneys for Barnegat Township

  
\_\_\_\_\_  
William D. Wright, Esq.




Memorandum of Agreement Between the State of New Jersey and Local Governments on  
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this ~~31~~<sup>2nd</sup> day of  
~~January~~, 2022.  
February

Carella, Byrne, Cecchi, Brody & Agnello, P.C.  
Attorneys for Bloomfield Township

  
\_\_\_\_\_  
James E. Cecchi, Esq.

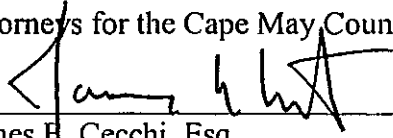
Seeger Weiss LLP  
Attorneys for Bloomfield Township

  
\_\_\_\_\_  
Christopher A. Seeger, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 2<sup>nd</sup> day of March, 2022.

Carella Byrne Cecchi Olstein, Brody & Agnello, P.C.

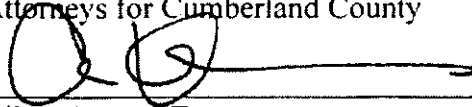
Attorneys for the Cape May County, New Jersey

A handwritten signature in black ink, appearing to read 'James E. Cecchi', written over a horizontal line.

James E. Cecchi, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this this 2nd day of Feb, 2022.

Kanner & Whiteley, LLC  
Attorneys for Cumberland County


A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a smaller 'K' and a long horizontal stroke extending to the right.

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Allan Kanner, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on  
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 27<sup>th</sup> day of  
June, 2022.

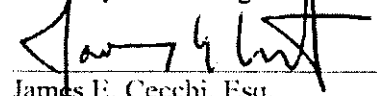
Sanders Phillips Grossman, LLC  
Attorneys for Hudson County



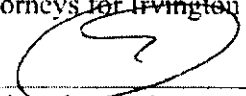
Vicki Makhlis Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on  
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 31 day of Feb  
~~January~~ 2022.  
February

Carella, Byrne, Cecchi, Brody & Agnello, P.C.  
Attorneys for Irvington Township

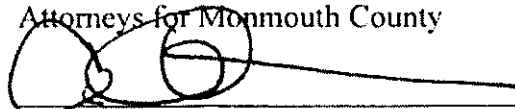
  
\_\_\_\_\_  
James E. Cecchi, Esq.

Seeger Weiss LLP  
Attorneys for Irvington Township

  
\_\_\_\_\_  
Christopher A. Seeger, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this this 2nd day of Feb, 2022.

Kanner & Whiteley, LLC  
Attorneys for Monmouth County

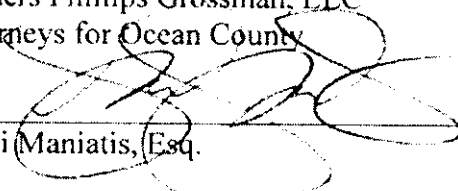
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Allan Kanner, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this this 23 day of Oct, 2022.

Sanders Phillips Grossman, LLC  
Attorneys for Ocean County

  
\_\_\_\_\_  
Vicki Maniatis, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 1<sup>st</sup> day of March, 2022.

Scott & Scott  
Attorney at Law, LLP  
Attorneys for City of Paterson

A handwritten signature in black ink, appearing to read "D Broggi", written over a horizontal line.

Donald Broggi, Esq.



Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 1<sup>st</sup> day of March, 2022.

Scott & Scott  
Attorney at Law, LLP  
Attorneys for City of Trenton

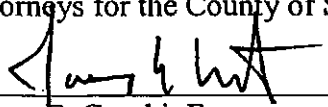
A handwritten signature in black ink, appearing to read "D Broggi", written over a horizontal line.

Donald Broggi, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on  
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 16<sup>th</sup> day of  
April, 2022.

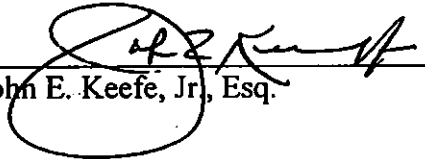
Carella Byrne Cecchi Olstein, Brody & Agnello, P.C.

Attorneys for the County of Sussex, New Jersey

  
\_\_\_\_\_  
James E. Cecchi, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on  
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 18 day of  
February, 2022.

Wilentz, Goldman & Spitzer, P.A.  
Attorneys for Township of Aberdeen

  
\_\_\_\_\_  
John E. Keefe, Jr., Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on  
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February, 2022.

Wilentz, Goldman & Spitzer, P.A.  
Attorneys for Union County



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John E. Keefe, Jr., Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 18 day of February, 2022.

Wilentz, Goldman & Spitzer, P.A.  
Attorneys for Middlesex County

  
\_\_\_\_\_  
John E. Keefe, Jr., Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 18 day of February, 2022.

Wilentz, Goldman & Spitzer, P.A.  
Attorneys for Township of Teaneck

  
\_\_\_\_\_  
John E. Keefe, Jr., Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on  
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February, 2022.

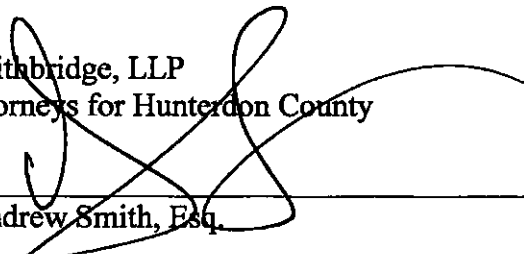
  
Smithbridge, LLP  
Attorneys for Burlington County

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Andrew Smith, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on  
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February, 2022.

Smithbridge, LLP  
Attorneys for Hunterdon County



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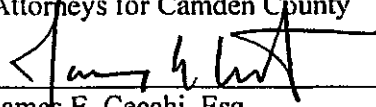
Andrew Smith, Esq.




Memorandum of Agreement Between the State of New Jersey and Local Governments on  
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this this

31 day of January 2022.

Carella, Byrne, Cecchi, Brody & Agnello, P.C.  
Attorneys for Camden County

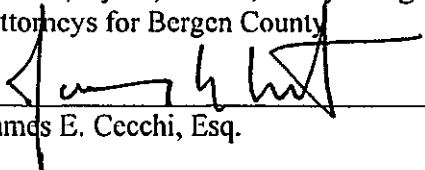
  
\_\_\_\_\_  
James E. Cecchi, Esq.

Secger Weiss LLP  
Attorneys for Camden County

  
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Memorandum of Agreement Between the State of New Jersey and Local Governments on  
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*January*, 2022.

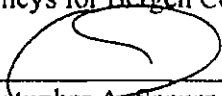
Carella, Byrne, Cecchi, Brody & Agnello, P.C.  
Attorneys for Bergen County



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James E. Cecchi, Esq.

Seeger Weiss LLP  
Attorneys for Bergen County

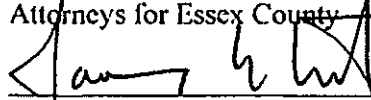


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Christopher A. Seeger, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on  
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January, 2022.


Carella, Byrne, Cecchi, Brody & Agnello, P.C.  
Attorneys for Essex County



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James E. Cecchi, Esq.

Seeger Weiss LLP  
Attorneys for Essex County

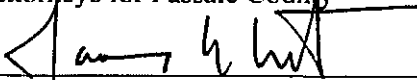


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Christopher A. Seeger, Esq.

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Carella, Byrne, Cecchi, Brody & Agnello, P.C.  
Attorneys for Passaic County

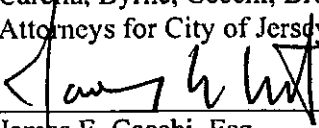
  
\_\_\_\_\_  
James E. Cecchi, Esq.

Seeger Weiss LLP  
Attorneys for Passaic County

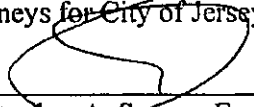
  
\_\_\_\_\_  
Christopher A. Seeger, Esq.

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January, 2022.

Carella, Byrne, Cecchi, Brody & Agnello, P.C.  
Attorneys for City of Jersey City

  
\_\_\_\_\_  
James E. Cecchi, Esq.

Seeger Weiss LLP  
Attorneys for City of Jersey City

  
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Christopher A. Seeger, Esq.

# **Exhibit A**

**Schedule B**  
**Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

**A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>15</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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<sup>15</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.



4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED**  
**(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“*CTI*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“*NAS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

**H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

<b>PART THREE: OTHER STRATEGIES</b>
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**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment



intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

**K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

# **Exhibit B**

**EXHIBIT G**

**Subdivisions Eligible to Receive Direct Allocations from the Subdivision Fund and Default Subdivision Fund Allocation Percentages**

The Subdivisions set forth on this Exhibit G are eligible to receive direct allocations from the Subdivision Fund, if such Subdivisions are otherwise eligible to receive such funds under this Agreement. By default, the Subdivisions set forth on this Exhibit G shall include: (1) all Litigating Subdivisions that are General Purpose Governments; (2) all counties and parishes in States with functional counties or parishes; (3) all Subdivisions that are the highest level of General Purpose Government in States without functional counties or parishes; and (4) all other Subdivisions that are General Purpose Governments with a population of 10,000 or greater. A State may elect to add any additional Subdivisions to this Exhibit G at any time prior to the Initial Participation Date.

Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, this Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3.

For the avoidance of doubt, inclusion on this Exhibit G shall not create any claim for any amount of the Settlement Fund, and no such amounts shall be allocated or distributed to any Subdivision included herein if such Subdivision does not otherwise meet all requirements to receive any such funds pursuant to this Agreement.

The Parties recognize the benefits of remediation funds reaching all communities, including through direct payments from the Subdivision Fund. However, to promote efficiency in the use of such funds and avoid administratively-burdensome disbursements that would be too small to add a meaningful abatement response, certain Subdivisions do not receive a direct allocation from the Subdivision Fund. However, such Subdivisions will benefit from Opioid Remediation in their community, and are eligible to receive direct benefits from the Abatement Accounts Fund in their State. All settlement funds, whether allocated to a Settling State, an Abatement Accounts Fund or a Subdivision listed on this Exhibit G can be used for Opioid Remediation in communities not listed herein.

As provided by Section V.D.4.c, the Allocation Percentages shown below apply to distribution of each Settling State's Subdivision Fund in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. The allocation that would have otherwise gone to General Purpose Government Subdivisions not listed below as receiving a direct allocation shall be (1) directed to the county or parish in which such Subdivision is located in Settling States with functional counties or parishes if the relevant county or parish is a Participating Subdivision or (2) to the highest-level General Purpose Government in which such Subdivision is located in Settling States without functional counties or parishes if the relevant highest-level General

Purpose Government is a Participating Subdivision. Where the relevant county, parish or highest-level General Purpose Government is not a Participating Subdivision, allocations of General Purpose Subdivisions not listed below as eligible to become Participating Subdivisions shall be allocated pursuant to Section VII.I. The redirecting of funds described in this paragraph is intended to promote the efficient use of Opioid Remediation funds while keeping, where possible, local control of the distribution of those funds.

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

**Subdivisions with Consolidated Allocations - Qualified Subdivisions Only**

<b>State ID</b>	<b>Qualifying Subdivision</b>	<b>Consolidated State Allocation</b>
AL1	Abbeville City, Alabama	0.0667119585%
AL2	Alabaster City, Alabama	0.6171889697%
AL3	Albertville City, Alabama	0.3733736921%
AL4	Alexander City, Alabama	0.3851486869%
AL5	Anniston City, Alabama	0.9944963610%
AL6	Arab City, Alabama	0.2389903171%
AL7	Argo Town, Alabama	0.0297239135%
AL8	Ashland Town, Alabama	0.0484665799%
AL9	Ashville City, Alabama	0.0223377334%
AL10	Athens City, Alabama	0.4343221616%
AL11	Attalla City, Alabama	0.2042660128%
AL12	Auburn City, Alabama	0.6130747449%
AL13	Autauga County, Alabama	0.3128274268%
AL14	Baldwin County, Alabama	2.0634748791%
AL15	Barbour County, Alabama	0.0903480172%
AL16	Berry Town, Alabama	0.0255807640%
AL17	Bessemer City, Alabama	0.7109947981%
AL18	Bibb County, Alabama	0.4085288902%
AL19	Birmingham City, Alabama	5.1951777198%
AL20	Blount County, Alabama	0.9234442662%
AL21	Boaz City, Alabama	0.2060136530%
AL22	Brent City, Alabama	0.0773896125%
AL23	Bridgeport City, Alabama	0.0018784682%
AL24	Brookwood Town, Alabama	0.0086489962%
AL25	Brundidge City, Alabama	0.0135311792%
AL26	Bullock County, Alabama	0.0796915277%
AL27	Butler County, Alabama	0.1018481869%
AL28	Butler Town, Alabama	0.0667162698%
AL29	Calera City, Alabama	0.3019414983%
AL30	Calhoun County, Alabama	0.9063882548%
AL31	Camp Hill Town, Alabama	0.0075417001%
AL32	Carbon Hill City, Alabama	0.1157840003%
AL33	Cedar Bluff Town, Alabama	0.0710934048%
AL34	Center Point City, Alabama	0.0133238453%
AL35	Centre City, Alabama	0.1794085265%
AL36	Centreville City, Alabama	0.0284520830%
AL37	Chambers County, Alabama	0.5294659792%
AL38	Chelsea City, Alabama	0.0979008483%
AL39	Cherokee County, Alabama	0.3783571512%
AL40	Cherokee Town, Alabama	0.0103977337%
AL41	Chickasaw City, Alabama	0.1001322936%
AL42	Chilton County, Alabama	0.8173656065%
AL43	Choctaw County, Alabama	0.1561299913%
AL44	Clanton City, Alabama	0.2095674884%
AL45	Clarke County, Alabama	0.2981268690%

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

NJ1	Aberdeen Township, New Jersey	0.0797396894%
NJ2	Asbury Park City, New Jersey	0.3916349671%
NJ3	Atlantic City, New Jersey	1.2847690915%
NJ4	Atlantic County, New Jersey	2.8915764045%
NJ5	Barnegat Township, New Jersey	0.1626638814%
NJ6	Bayonne City, New Jersey	0.8502340058%
NJ7	Beachwood Borough, New Jersey	0.0492329228%
NJ8	Belleville Township, New Jersey	0.0872090223%
NJ9	Bellmawr Borough, New Jersey	0.0640989992%
NJ10	Bergen County, New Jersey	4.9446361090%
NJ11	Bergenfield Borough, New Jersey	0.0618076073%
NJ12	Berkeley Heights Township, New Jersey	0.0272673062%
NJ13	Berkeley Township, New Jersey	0.2619731788%
NJ14	Bernards Township, New Jersey	0.0910577073%
NJ15	Bloomfield Township, New Jersey	0.1173874959%
NJ16	Bordentown Township, New Jersey	0.0545891482%
NJ17	Bound Brook Borough, New Jersey	0.0527105023%
NJ18	Branchburg Township, New Jersey	0.0561024563%
NJ19	Brick Township, New Jersey	0.5908193174%
NJ20	Bridgeton City, New Jersey	0.2079614154%
NJ21	Bridgewater Township, New Jersey	0.1828057629%
NJ22	Burlington County, New Jersey	4.4940916659%
NJ23	Burlington Township, New Jersey	0.1157900630%
NJ24	Camden City, New Jersey	1.6603828843%
NJ25	Camden County, New Jersey	6.8741218172%
NJ26	Cape May County, New Jersey	1.2842777540%
NJ27	Carteret Borough, New Jersey	0.1794847100%
NJ28	Cedar Grove Township, New Jersey	0.0187911021%
NJ29	Chatham Township, New Jersey	0.0498541051%
NJ30	Cherry Hill Township, New Jersey	0.3440044947%
NJ31	Cinnaminson Township, New Jersey	0.0701648926%
NJ32	Clark Township, New Jersey	0.0429898704%
NJ33	Cliffside Park Borough, New Jersey	0.1142449150%
NJ34	Clifton City, New Jersey	0.3535258812%
NJ35	Clinton Town, New Jersey	0.0294193343%
NJ36	Clinton Township, New Jersey	0.0799778554%
NJ37	Collingswood Borough, New Jersey	0.1128930571%
NJ38	Cranford Township, New Jersey	0.0684441330%
NJ39	Cumberland County, New Jersey	0.9862828059%
NJ40	Delran Township, New Jersey	0.0837486054%
NJ41	Denville Township, New Jersey	0.0795654377%
NJ42	Deptford Township, New Jersey	0.2200095463%
NJ43	Dover Town, New Jersey	0.1186530251%
NJ44	Dumont Borough, New Jersey	0.0403826120%
NJ45	East Brunswick Township, New Jersey	0.0972927881%
NJ46	East Greenwich Township, New Jersey	0.0212104162%
NJ47	East Hanover Township, New Jersey	0.0890156417%
NJ48	East Orange City, New Jersey	1.2844844553%
NJ49	East Windsor Township, New Jersey	0.0422463462%





(together with the State, the “Parties,” and each a “Party”) have entered into a consensual resolution of the above-captioned litigation (the “Action”) pursuant to a settlement agreement entitled Janssen Settlement Agreement, dated as of July 21, 2021 (as subsequently updated) (the “Agreement”), a copy of which is attached hereto as Exhibit A. The Agreement shall become effective by its terms upon the entry of this Final Consent Judgment (the “Judgment”) by the Court without trial or adjudication of any contested issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

#### RECITALS:

1. Each Party warrants and represents that it engaged in arm’s-length negotiations in good faith. In hereby executing the Agreement, the Parties intend to effect a good-faith settlement.
2. The State has determined that the Agreement is in the public interest.
3. Janssen denies the allegations against it and that it has any liability whatsoever to the State, its Subdivisions, and/or (a) any of the State’s or Subdivisions’ departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.
4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.

5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibit P of the Agreement.

6. Therefore, without any admission of liability or wrongdoing by Janssen or any other Released Entities (as defined in the Agreement), the Parties now mutually consent to the entry of this Judgment and agree to dismissal of the claims with prejudice pursuant to the terms of the Agreement to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

In consideration of the mutual promises, terms, and conditions set forth in the Agreement, the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between Defendants and the State, and adjudicated by the Court, as follows:

1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.

2. The Parties have entered into a full and final settlement of all Released Claims of Releasers against Janssen (including but not limited to the State) and the Released Entities pursuant to the terms and conditions set forth in the Agreement.

3. The "Definitions" set forth in Section I of the Agreement are incorporated by reference into this Judgment. The State is a "Settling State" within the meaning of the Agreement. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Agreement.

4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense Janssen or any other Released Entity may raise in any other proceeding.

5. The Court finds that the Agreement was entered into in good faith.

6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action is dismissed with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreement.

7. By this Judgment, the Agreement is hereby approved by the Court, and the Court hereby adopts the Agreement's terms as its own determination of this matter and the Parties' respective rights and obligations.

8. The Court shall have authority to resolve disputes identified in Section XII.F.2 of the Agreement, governed by the rules and procedures of the Court.

9. By this Judgment, the Memorandum of Agreement between the State of New Jersey and Local Governments on Opioid Litigation Recoveries, a copy of which is attached hereto as Exhibit B and as incorporated into the Agreement pursuant to Exhibit O of the Agreement, is hereby approved by the Court as the means by which relevant funds paid pursuant to the Agreement will be divided within the State, subject to the full acceptance by any Subdivision receiving such funds of the terms of the Agreement, including the releases provided therein.

10. The Parties have satisfied the Condition to Effectiveness of Agreement set forth in Section VIII of the Agreement and the Release set forth in Sections IV.A, D, and E of the Agreement, as follows:

- a. The Attorney General of the State exercised the fullest extent of his or her powers to release Janssen and all other Released Entities from all Released Claims pursuant to the release attached hereto as Exhibit C (the "Release").
- b. Janssen has determined that there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States to proceed with the Agreement.
- c. The Settlement Participation Form for each Initial Participating Subdivision in the State has been delivered to Janssen. As stated in the Settlement Participation Form, and for the avoidance of doubt, nothing in the Settlement Participation Form executed by the Participating Subdivisions is intended to modify in any way the terms of the Agreement to which the Participating Subdivisions agree. As stated in

the Settlement Participation Form, to the extent the executed version of the Settlement Participation Form differs from the Agreement in any respect, the Agreement controls.

- d. Pursuant to the Settlement Participation Form, each Participating Subdivision in the State is dismissing with prejudice any Released Claims that it has filed against Janssen and the Released Entities.

11. Release. The Parties acknowledge that the Release, which is incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreement and the Release and without limitation and to the maximum extent of the power of the State's Attorney General, Janssen and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State and its Participating Subdivisions and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State's Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other Special Districts in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or any Subdivision in the State, whether or not any of them participate in the Agreement. Pursuant to the Agreement and the Release and to the maximum extent of the State's power, Janssen and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, (3) any of the State's past and present executive departments, agencies,

divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license, and (4) any Participating Subdivision. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Further, the provisions set forth in Section IV of the Agreement are incorporated by reference into this Judgment as if fully set forth herein. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreement and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

12. Release of Unknown Claims. The State expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

13. The State may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State expressly waived and fully, finally, and forever settled, released and discharged, through the Agreement and Release, any and all Released Claims that may exist as of the Effective Date but which the State does not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no

fault whatsoever, and which, if known, would have materially affected the State's decision to enter into the Agreement.

14. Costs and Fees. The Parties will bear their own costs and attorneys' fees except as otherwise provided in the Agreement.

15. No Admission of Liability. Defendants are consenting to this Judgment solely for the purpose of effectuating the Agreement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Defendants expressly deny. No Defendant or Released Entity admits that it caused or contributed to any public nuisance, and no Defendant or Released Entity admits any wrongdoing that was or could have been alleged by the State, its Participating Subdivisions and/or Participating Special Districts, or any other person or entity. No part of this Judgment shall constitute evidence of any liability, fault, or wrongdoing by Defendants or any other Released Entity. The Parties acknowledge that payments made under the Agreement are not a fine, penalty, or payment in lieu thereof and are properly characterized as described in Section VI.F of the Agreement.

16. No Waiver. This Judgment is entered based on the Agreement without trial or adjudication of any contested issue of fact or law or finding of liability of any kind. This Judgment shall not be construed or used as a waiver of Janssen's right, or any other Released Entity's right, to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Judgment. Notwithstanding the foregoing, the State may enforce the terms of this Judgment as expressly provided in the Agreement.

17. No Private Right of Action. This Judgment is not intended for use by any third party for any purpose, including submission to any court for any purpose, except pursuant to Section XII.A of the Agreement. Except as expressly provided in the Agreement, no portion of the Agreement or this Judgment shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. The State shall allow Participating Subdivisions in the State to notify it of any perceived violations of the Agreement or this Judgment. No Settling State, including the State, may assign or otherwise convey any right to enforce any provision of the Agreement.

18. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against Defendants or binding on Defendants in any respect other than in connection with the enforcement of this Judgment or the Agreement. For the avoidance of doubt, nothing herein shall prohibit Defendants from entering this Judgment or the Agreement into evidence in any litigation or arbitration concerning (1) Defendants' right to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreement and this Judgment.

19. Preservation of Privilege. Nothing contained in the Agreement or this Judgment, and no act required to be performed pursuant to the Agreement or this Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

20. Mutual Interpretation. The Parties agree and stipulate that the Agreement was negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreement is incorporated herein by reference

and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreement.

21. Retention of Jurisdiction. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section XII.F.2 of the Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State for the limited purposes identified in the Agreement.

22. Successors and Assigns. This Judgment is binding on Defendants' successors and assigns.

23. Modification. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and Defendants, or as provided for in Section XIII.S of the Agreement.

IT IS ON THE 1st DAY of APRIL, 2022, SO ORDERED, ADJUDGED AND DECREED.

*1st Timothy P. Lydon*  
\_\_\_\_\_  
HON. TIMOTHY P. LYDON, P.J.CH.



JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:

**FOR PLAINTIFFS:**

MATTHEW J. PLATKIN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: /s/Lara J. Fogel

Lara J. Fogel  
Deputy Attorney General  
Chief, Government & Healthcare Fraud  
New Jersey Division of Law  
Department of Law & Public Safety  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

Dated: March 31, 2022

**FOR THE JANSSEN DEFENDANTS:**

Date:

By: \_\_\_\_\_  
Marc Larkins  
Assistant Corporate Secretary, Johnson & Johnson

Approved as to form:

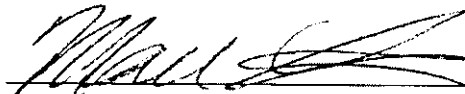
Date:

By: \_\_\_\_\_  
Charles C. Lifland  
O'Melveny & Myers  
Counsel for Defendants

**For the Janssen Defendants:**

Date:

By:



Marc Larkins

Assistant Corporate Secretary, Johnson & Johnson

Approved as to form:

Date:

By:

Charles C. Lifland

O'Melveny & Myers

Counsel for Defendants

**FOR THE JANSSEN DEFENDANTS:**

Date:

By: \_\_\_\_\_

Marc Larkins

Assistant Corporate Secretary, Johnson & Johnson

Approved as to form:

Date:

By: Charles C. Lifland \_\_\_\_\_

Charles C. Lifland

O'Melveny & Myers

Counsel for Defendants



agreement entitled Distributor Settlement Agreement, dated as of July 21, 2021 (as subsequently updated) (the “*Agreement*”), a copy of which is attached hereto as Exhibit A. The Agreement shall become effective by its terms upon the entry of this Final Consent Judgment (the “*Judgment*”) by the Court without trial or adjudication of any contested issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

**RECITALS:**

1. Each Party warrants and represents that it engaged in arm’s-length negotiations in good faith. In hereby executing the Agreement, the Parties intend to effect a good-faith settlement.
2. The State has determined that the Agreement is in the public interest.
3. The Settling Distributors deny the allegations against them and that they have any liability whatsoever to the State, its Subdivisions, and/or (a) any of the State’s or Subdivisions’ departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.
4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.
5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibit P of the Agreement.

6. Therefore, without any admission of liability or wrongdoing by the Settling Distributors or any other Released Entities (as defined in the Agreement), the Parties now mutually consent to the entry of this Judgment and agree to dismissal of the claims with prejudice pursuant to the terms of the Agreement to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

In consideration of the mutual promises, terms, and conditions set forth in the Agreement, the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between the Settling Distributors and the State, and adjudicated by the Court, as follows:

1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.

2. The Parties have entered into a full and final settlement of all Released Claims of Releasers against the Settling Distributors (including but not limited to the State) and the Released Entities pursuant to the terms and conditions set forth in the Agreement.

3. The "Definitions" set forth in Section I of the Agreement are incorporated by reference into this Judgment. The State is a "Settling State" within the meaning of the Agreement. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Agreement.

4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense the Settling Distributors or any other Released Entity may raise in any other proceeding.

5. The Court finds that the Agreement was entered into in good faith.

6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action is dismissed with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreement.

7. By this Judgment, the Agreement is hereby approved by the Court, and the Court hereby adopts the Agreement's terms as its own determination of this matter and the Parties' respective rights and obligations.

8. The Court shall have authority to resolve disputes identified in Section VI.F.1 of the Agreement, governed by the rules and procedures of the Court.

9. By this Judgment, the Memorandum of Agreement between the State of New Jersey and Local Governments on Opioid Litigation Recoveries, a copy of which is attached hereto as Exhibit B and as incorporated into the Agreement pursuant to Exhibit O of the Agreement, is hereby approved by the Court as the means by which relevant funds paid pursuant to the Agreement will be divided within the State, subject to the full acceptance by any Subdivision receiving such funds of the terms of the Agreement, including the releases provided therein.

10. The Parties have satisfied the Condition to Effectiveness of Agreement set forth in Section VIII of the Agreement and the Release set forth in Sections XI.A, F, and G of the Agreement, as follows:

- a. The Attorney General of the State exercised the fullest extent of his or her powers to release the Settling Distributors and all other Released Entities from all Released Claims pursuant to the release attached hereto as Exhibit C (the "AG Release").
- b. The Settling Distributors have determined that there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States to proceed with the Agreement.
- c. The Participation Form for each Initial Participating Subdivision in the State has been delivered to the Settling Distributors. As stated in the Participation Form, and for the avoidance of doubt, nothing in the Participation Form executed by the Participating Subdivisions is intended to modify in any way the terms of the Agreement to which the Participating Subdivisions agree. As stated in the



Participation Form, to the extent the executed version of the Participation Form differs from the Agreement in any respect, the Agreement controls.

- d. Pursuant to Section VIII.B of the Agreement, each Participating Subdivision in the State is dismissing with prejudice any Released Claims that it has filed against the Settling Distributors and the Released Entities.

11. Release. The Parties acknowledge that the AG Release, which is incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreement and the AG Release and without limitation and to the maximum extent of the power of the State's Attorney General, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State and its Participating Subdivisions and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State's Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or any Subdivision in the State, whether or not any of them participate in the Agreement. Pursuant to the Agreement and the AG Release and to the maximum extent of the State's power, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and

instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Further, the provisions set forth in Section XI of the Agreement are incorporated by reference into this Judgment as if fully set forth herein. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreement and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

12. Release of Unknown Claims. The State expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

13. The State may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State expressly waived and fully, finally, and forever settled, released and discharged, through the Agreement and AG Release, any and all Released Claims that may exist as of the Effective Date but which the State does not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would have materially affected the State's decision to enter into the Agreement.

14. Costs and Fees. The Parties will bear their own costs and attorneys' fees except as otherwise provided in the Agreement.

15. No Admission of Liability. The Settling Distributors are consenting to this Judgment solely for the purpose of effectuating the Agreement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which the Settling Distributors expressly deny. None of the Settling Distributors or any other Released Entity admits that it caused or contributed to any public nuisance, and none of the Settling Distributors or any other Released Entity admits any wrongdoing that was or could have been alleged by the State, its Participating Subdivisions, or any other person or entity. No part of this Judgment shall constitute evidence of any liability, fault, or wrongdoing by the Settling Distributors or any other Released Entity. The Parties acknowledge that payments made under the Agreement are not a fine, penalty, or payment in lieu thereof and are properly characterized as described in Section V.F of the Agreement.

16. No Waiver. This Judgment is entered based on the Agreement without trial or adjudication of any contested issue of fact or law or finding of liability of any kind. This Judgment shall not be construed or used as a waiver of any Settling Distributor's right, or any other Released Entity's right, to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Judgment. Notwithstanding the foregoing, the State may enforce the terms of this Judgment as expressly provided in the Agreement.

17. No Private Right of Action. This Judgment is not intended for use by any third party for any purpose, including submission to any court for any purpose, except pursuant to

Section VI.A of the Agreement. Except as expressly provided in the Agreement, no portion of the Agreement or this Judgment shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. The State shall allow Participating Subdivisions in the State to notify it of any perceived violations of the Agreement or this Judgment. No Settling State, including the State, may assign or otherwise convey any right to enforce any provision of the Agreement.

18. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against the Settling Distributors or binding on the Settling Distributors in any respect other than in connection with the enforcement of this Judgment or the Agreement. For the avoidance of doubt, nothing herein shall prohibit a Settling Distributor from entering this Judgment or the Agreement into evidence in any litigation or arbitration concerning (1) a Settling Distributor's right to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreement and this Judgment.

19. Preservation of Privilege. Nothing contained in the Agreement or this Judgment, and no act required to be performed pursuant to the Agreement or this Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

20. Mutual Interpretation. The Parties agree and stipulate that the Agreement was negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreement is incorporated herein by reference and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreement.

21. Retention of Jurisdiction. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section VI.F.1 of the Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State for the limited purposes identified in the Agreement.

22. Successors and Assigns. This Judgment is binding on each of the Settling Distributor's successors and assigns.

23. Modification. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and the Settling Distributors, or as provided for in Section XIV.U of the Agreement.

IT IS ON THE 30th DAY of MARCH 2022, SO ORDERED, ADJUDGED AND  
DECREED.

*/s/ Timothy P. Lydon*

---

HON. TIMOTHY P. LYDON, P.J.CH.

JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:

**FOR PLAINTIFFS:**

MATTHEW J. PLATKIN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: s/Lara J. Fogel

Dated: March 29, 2022

Lara J. Fogel  
Deputy Attorney General  
Chief, Government & Healthcare Fraud  
New Jersey Division of Law  
Department of Law & Public Safety

124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

**FOR DEFENDANTS:**

MCKESSON CORPORATION

By: /s/ Craig A. Domalewski

Dated:     March 28, 2022

Craig A. Domalewski, Esq.  
Dughi, Hewit & Domalewski, PC  
340 North Avenue  
Cranford, NJ 07016  
908.272.0200  
cdomalewski@dughihewit.com

CARDINAL HEALTH, INC.

By:    /s/ Thomas J. Cotton

Dated:     March 22    , 2022

Thomas J. Cotton  
Schenck, Price, Smith & King, LLP  
220 Park Avenue | PO Box 991  
Florham Park, NJ 07932  
973-540-7333  
tjc@spsk.com

AMERISOURCE BERGEN CORPORATION

By:    /s/ Melissa A. Geist

Dated:     March 22    , 2022

Melissa A. Geist  
REED SMITH LLP  
506 Carnegie Center, Suite 300  
Princeton, NJ 08540  
(609) 514-5978  
mgeist@reedsmith.com



**SENATE, No. 3867**  
**STATE OF NEW JERSEY**  
**219th LEGISLATURE**

INTRODUCED JUNE 3, 2021



**Sponsored by:**  
**Senator DAWN MARIE ADDIEGO**  
**District 8 (Atlantic, Burlington and Camden)**  
**Senator TROY SINGLETON**  
**District 7 (Burlington)**

**SYNOPSIS**

Establishes Opioid Recovery and Remediation Fund and Opioid Recovery and Remediation Fund Advisory Council; provides for funds received from opioid settlements to support substance use disorder prevention and treatment programs.

**CURRENT VERSION OF TEXT**

As introduced.



**AN ACT** concerning the dedication and distribution of funds received from opioid settlements and supplementing Title 26 of the Revised Statutes.

**BE IT ENACTED** by the Senate and General Assembly of the State of New Jersey:

1. a. There is created in the Department of the Treasury a dedicated, non-lapsing fund to be known as the "Opioid Recovery and Remediation Fund."

b. The State Treasurer shall deposit into the fund any moneys that are allocated to or otherwise received by the State as a result of a settlement agreement entered into with, or litigation undertaken against, opioid manufacturers and distributors related to claims arising from the manufacture, marketing, distribution or dispensing of opioids. An interest and other income earned on moneys in the fund, and any other moneys that may be appropriated or otherwise become available for purposes of the fund, shall be credited to and deposited in the fund.

c. (1) Moneys in the fund shall be dedicated and used only for the purposes of supplementing substance use disorder prevention and treatment programs and services in the State, consistent with the terms of settlements made in connection with claims arising from the manufacture, marketing, distribution or dispensing of opioids, as applicable.

(2) The Legislature shall annually appropriate moneys from the fund to the Department of Human Services, which shall allocate the appropriated funds in consultation with the Opioid Recovery and Remediation Fund Advisory Council, as established pursuant to section 2 of this act. The department shall allocate funds with an emphasis on supporting programs that are culturally and gender competent, trauma-informed, evidence based and, where appropriate, employ individuals with lived experience as part of the services provided. Services to be supported from the fund shall include, but shall not be limited to, programs:

(a) To prevent substance use disorder through a youth-focused public health education and prevention campaign, including school-based prevention, early intervention, and health care services and programs to reduce the risk of substance use by school-age children;

(b) To develop and implement Statewide public education campaigns to reduce stigma against individuals who use drugs, provide information about the risks of substance use, best practices for addressing substance use disorders, and information on how to locate services that reduce the adverse health consequences associated with drug use or provide treatment for substance use disorders;

(c) To minimize and eliminate the root causes of health disparities that contribute to the use of drugs and inequities in the treatment of substance use disorder among minority communities;

(d) To support the State's efforts to divert high-risk individuals from arrest and

2. a. There is established in, but not of, the Department of Human Services the Opioid Recovery and Remediation Fund Advisory Council. The council shall provide the Department of Human Services with recommendations on the allocation of funds appropriated to the department from the Opioid Recovery and Remediation Fund, as well as any policy modifications necessary to maximize the use of those funds on a State and local level. To effectuate this goal, the council shall:

(1) gather and evaluate State data regarding substance use disorder prevention and treatment programs and services in order to determine which populations are not reached by current interventions, as well as which geographic areas of the State have programmatic gaps in addressing substance use disorder; and

(2) solicit feedback, in a manner and method established by the council, from stakeholders, local providers, and advocates regarding the service needs to prevent and treat substance use disorder across the State.

b. The council shall consist of 13 members, as follows:

(1) the Commissioner of Human Services, the Commissioner of Health, and the Attorney General, or their designees, who shall serve as ex-officio members;

(2) four public members appointed by the Governor, of which one shall possess expertise in substance use disorder treatment, one shall possess expertise in harm reduction, one shall possess expertise in criminal justice, and one shall possess expertise in drug policy;

(3) three public members to be appointed by the President of the Senate, of which one shall possess expertise in substance use disorder treatment, one shall possess expertise in behavioral health, and one shall possess personal experience with substance use and addiction issues; and

(4) three public members appointed by the Speaker of the Assembly, of which one shall possess expertise in substance use disorder treatment, one shall possess expertise in behavioral health, and one shall possess personal experience with substance use and addiction issues.

c. All appointments to the council shall be made no later than the 60th day after the effective date of this act. Each appointed member shall serve a two-year term, with any vacancies in the membership of the council being filled in the same manner as the original appointments.

d. The council shall organize as soon as practicable following the appointment of its members. Upon its organization, the council shall select a chairperson from among its members. The members shall also select a secretary who need not be a member of the council. The council may hold meetings at the times and places it may designate. A majority of the authorized membership shall constitute a quorum. The council may conduct business without a quorum, but shall only vote on a recommendation when a quorum is present. The members of the council shall serve without compensation, but

3. No later than 12 months after the effective date of this act, and annually thereafter the Department of Human Services, in consultation with the Opioid Recovery and Remediation Fund Advisory Council, shall report to the Governor, and to the Legislature pursuant to section 2 of P.L.1991, c.164 (C.52:14-19.1) on the details of the allocation made with the funds appropriated from the Opioid Recovery and Remediation Fund. The information shall include the allocation amount, program description, involved community providers, goals of the program, and outcome measures to be used to determine program efficacy. The department shall also post this information on its Internet website.

4. This act shall take effect immediately.

#### STATEMENT

This bill establishes the Opioid Recovery and Remediation Fund and the Opioid Recovery and Remediation Fund Advisory Council, thereby providing a framework for the use of funds received from opioid settlements between the State and various parties.

Specifically, the bill establishes, in the Department of the Treasury, a dedicated, non-lapsing fund to be known as the "Opioid Recovery and Remediation Fund." The State Treasurer is to deposit into the fund any moneys that are allocated to or otherwise received by the State as a result of a settlement agreement entered into with, or litigation undertaken against, opioid manufacturers and distributors related to claims arising from the manufacture, marketing, distribution or dispensing of opioids. Any interest and other income earned on moneys in the fund, and any other moneys that may be appropriated or otherwise become available for purposes of the fund, are to be credited to and deposited in the fund.

The bill requires that the moneys in the fund are to be dedicated and used only for the purposes of supplementing substance use disorder prevention and treatment programs and services in the State, consistent with the terms of settlements made in connection with claims arising from the manufacture, marketing, distribution or dispensing of opioids, as applicable.

The Legislature is to annually appropriate moneys from the fund to the Department of Human Services. The department must then allocate the appropriated funds in consultation with the Opioid Recovery and Remediation Fund Advisory Council, as established under the bill, with an emphasis on supporting programs that are culturally and gender competent, trauma-informed, evidence-based and, where appropriate, employ individuals with lived experience as part of the services provided. Services to be supported from the fund are to include, but are not be limited to, programs:

best practices for addressing substance use disorders, and information on how to locate services that reduce the adverse health consequences associated with drug use or provide treatment for substance use disorders;

3) To minimize and eliminate the root causes of health disparities that contribute to the use of drugs and inequities in the treatment of substance use disorder among minority communities;

4) To support the State's efforts to divert high-risk individuals from arrest and incarceration through programs with strong case management and harm reduction services that link participants to community-based services, as well as referrals to promote health and understanding for people who use drugs; and

5) To establish systems and tools that expand the State's capacity to collect data and evaluate policies, programs, and strategies designed to address substance use disorder.

Furthermore, the bill establishes in, but not of, the Department of Human Services the Opioid Recovery and Remediation Fund Advisory Council, to provide the Department of Human Services with recommendations on the allocation of funds appropriated to the department from the Opioid Recovery and Remediation Fund, as well as any policy modifications necessary to maximize the use of those funds on a State and local level. To effectuate this goal, the bill directs the council to:

1) gather and evaluate State data regarding substance use disorder prevention and treatment programs and services in order to determine which populations are not reached by current interventions, as well as which geographic areas of the State have programmatic gaps in addressing substance use disorder; and

2) solicit feedback, in a manner and method established by the council, from stakeholders, local providers, and advocates regarding the service needs to prevent and treat substance use disorder across the State.

The council shall consist of 13 members, as follows:

1) the Commissioner of Human Services, the Commissioner of Health, and the Attorney General, or their designees, who shall serve as ex-officio members;

2) four public members appointed by the Governor, of which one is to possess expertise in substance use disorder treatment, one is to possess expertise in harm reduction, one is to possess expertise in criminal justice, and one is to possess expertise in drug policy;

3) three public members to be appointed by the President of the Senate, of which one is to possess expertise in substance use disorder treatment, one is to possess expertise in behavioral health, and one is to possess personal experience with substance use and addiction issues; and

4) three public members appointed by the Speaker of the Assembly, of which one is to possess expertise in substance use disorder treatment, one is to possess expertise in behavioral health, and one is to possess personal experience with substance use and



its members. The members are to also select a secretary who need not be a member of the council. The council may hold meetings at the times and places it may designate. A majority of the authorized membership is to constitute a quorum. The council may conduct business without a quorum, but only vote on a recommendation when a quorum is present. The members of the council are to serve without compensation, but are eligible for reimbursement for necessary and reasonable expenses incurred in the performance of their official duties within the limits of funds appropriated or otherwise made available to the council for its purposes.

The council is entitled to receive assistance and services from any State, county, or municipal department, board, commission, or agency as may be made available to it for its purposes. Further, the Department of Human Services is required to provide such staff and administrative support to the council as it requires to carry out its responsibilities.

No later than 12 months after the effective date of this act, and annually thereafter, the Department of Human Services, in consultation with the Opioid Recovery and Remediation Fund Advisory Council, is to report to the Governor and to the Legislature on the details of the allocations made with the funds appropriated from the Opioid Recovery and Remediation Fund. The information is to include the allocation amount, program description, involved community providers, goals of the program, and outcome measures to be used to determine program efficacy. The department is also required to post this information on its Internet website.

Revised  
4-11

DB:dh  
04-11-23

**RESOLUTION AUTHORIZING THE TRANSFER OF LIENS TO THE  
COUNTY OF CAMDEN IN FURTHERANCE OF THE CREATION OF  
A WATERFRONT PARK IN NORTH CAMDEN**

WHEREAS, the State of New Jersey, Camden County, and several nonprofit environmental groups in the area have expressed a strong desire to preserve and protect natural resources along the Delaware River Waterfront; and

WHEREAS, the State of New Jersey, Camden County desire to acquire and preserve Pyne Poynt Marine Services, Block 748, Lots 5, 7 & 8 on the Camden City Tax Map; and

WHEREAS, Camden County requested the City transfer the Tax Liens except CCMUA Liens to the County for a total amount of consideration not to exceed the principal amount owed to the City \$212,988.35, pursuant to N.J.S.A. 54:5-127; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, hereby authorizes the transfer of City tax liens on property Block 748, Lots 5, 7 & 8 to Camden County for a total amount not to exceed the principal amount owed to the City \$212,988.35. The County of Camden will cause to remit this amount to the City of Camden at the real estate closing or immediately thereafter (between the private owner and public entity).


BE IT FURTHER RESOLVED, the full value of liens (principal interest and penalties) revert back to the City if the sale to a public entity does not take place within six months from the date of the within Resolution or the owner of said property chooses to sell to a private entity.

BE IT FURTHER RESOLVED, by the governing body of the City of Camden that the appropriate City Officials are authorized to execute the necessary documents to effectuate the purpose of this transaction.

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: **APRIL 11, 2023**

TO: **City Council**  
FROM: **Daniel S. Blackburn, City Attorney**

**(THIS IS A PLACEHOLDER ONLY)**

TITLE OF ORDINANCE/RESOLUTION: **RESOLUTION AUTHORIZING THE TRANSFER OF LIENS RELATING TO BLOCK 748, LOT(S) 5, 7 AND 8 TO THE COUNTY OF CAMDEN SUBJECT TO CERTAIN CONDITIONS.**

Point of Contact:	<b>Daniel S. Blackburn</b>	Law Department	<b>X7170</b>	<b>Dablackb@ci.camden.nj.us</b>
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
<b>Responsible Department Director</b> <b>Supporting Department Director (if necessary)</b> <b>Director of Grants Management</b> <b>Qualified Purchasing Agent</b> <b>Director of Finance</b>	Y		3/24/23	<i>This is a placeholder waiting on Camden County</i>

Approved by: \_\_\_\_\_  
 Business Administrator

Signature

Date 3/28/23

- Attachments (list and attach all available):
1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup> **Waiver D**
  2. Form of Shared Services Agreement-**State MOA**

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by: \_\_\_\_\_

\_\_\_\_\_  
 City Attorney

Signature

Date

## EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: **RESOLUTION AUTHORIZING THE TRANSFER OF LIENS RELATING TO BLOCK 748, LOT(S) 5, 7 AND 8 TO THE COUNTY OF CAMDEN SUBJECT TO CERTAIN CONDITIONS.**

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- The State of New Jersey, Camden County, and several nonprofit environmental groups in the area have expressed a strong desire to preserve and protect natural resources along the Delaware River waterfront.
- The State of New Jersey and Camden County desire to acquire and preserve Pyne Poynt Marine Services, (Block 748, Lots 5, 7 & 8 on the Camden City Tax Map), and are requesting support from the City of Camden.
- Appraisals were completed for the property in 2019, and the NJDEP Green Acres Program certified the value at \$725,000 at that time. Due to complexities of cleanup, remediation and lien issues, Camden County was unable to make an offer sufficient to the owner's liking. Camden County had the appraisals on the properties updated in 2022 and NJDEP Green Acre's re-certified the new value at \$875,000.
- The property is subject to liens on unpaid property taxes totaling \$450,484.57 including interest and penalties. \$237,496.22 of this amount is due to interest and penalties.
- Camden County requests the City transfer the Tax Liens to the County for a total amount of consideration not to exceed the principal amount owed to the City (\$212,988.35) pursuant to *N.J.S.A. 54:5-127*.
- *N.J.S.A. 54:5-127* states: "Any municipality is hereby authorized and empowered to convey and transfer to the county wherein such municipality is located, for park purposes, without receiving compensation therefor, all its right, title and interest in any lands within the corporate limits of such municipality, which have been acquired by such municipality by reason of the creation of a lien therein and the sale to the municipality to enforce municipal taxes or any municipal liens under the provisions of chapter five of Title 54 of the Revised Statutes. Such lands may be so conveyed only with the consent of the board of chosen freeholders of such county."

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$237,496.22

**IMPACT STATEMENT:**

- If approved, the following will occur:
  - The City Law Department and Tax Office will execute a transfer of the liens to Camden County and Camden County will pay off the principle balance.
  - The City will cancel \$237,496.77 in interest.
  - Camden County and the State are expected to acquire the property for public use.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

**Marc Riondino, Counsel to the Mayor**

**COORDINATION:**

**Prepared by:** Daniel S. Blackburn, City Attorney                      x7170

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Name	Phone/Email
------	-------------

R-5

DB:yrh  
4-11-23

**RESOLUTION AUTHORIZING A DEED TRANSFERRING THE PARCEL KNOWN AS  
WS No. 25<sup>th</sup> ARTHUR TO HAYES STREET, BLOCK 869, LOT 1 TO  
THE CAMDEN CITY SCHOOL DISTRICT**

**WHEREAS**, the Board of Education is listed as the owner of record of WS No. 25<sup>th</sup> Arthur to Hayes Street, also known as Block 869, Lot 1 (the "Property") in the City of Camden tax records; and

**WHEREAS**, the City of Camden acquired the Property from the Camden Water Works Company by deed dated July 1, 1870 and recorded in the Camden County Clerk's office on July 20, 1870 in Deed Book 65, page 11; and

**WHEREAS**, on July 28, 1938 the Board of Commissioners of the City of Camden passed a Resolution MC No: 4672 determining that the Property was no longer desirable, necessary, or required for a public purpose and authorizing the transfer of the Property to the Board of Education of the City of Camden; and

**WHEREAS**, a deed effecting that transfer was never prepared; and

**WHEREAS**, N.J.S.A. 40A:12-19 authorizes a governing body to convey property which it determines by resolution to be no longer needed for public purposes to a board of education for nominal consideration for educational purposes; and

**WHEREAS**, the City of Camden desires to transfer the Property to the Camden City School District under the condition that the property be used for a public purpose connected with the Camden City School District; now, therefore

**BE IT RESOLVED**, by the City Council of the City of Camden that for the consideration of One Dollar (\$1.00) the proper officer(s) shall be and are hereby authorized to execute a Special Warranty Deed conveying the Property to the Camden City School District subject to the condition that the Property be used for public purposes connected with the Camden City School District.

**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.

Dated: April 11, 2023

The above has been reviewed  
and approved as to form.

*[Handwritten Signature]*  
for DANIEL BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

WHEREAS, The City of Camden is the owner of certain lands and premises situate in the City of Camden, New Jersey, bounded and described as follows:

BEGINNING at the Westerly corner of Twenty-fifth (formerly Fulton) Street and Arthur Avenue (formerly Sixth Street); thence Northwestwardly along the Southwesterly line of Twenty-fifth Street three hundred ninety (390) feet to the Southeasterly line of Hayes Avenue (formerly Fifth Street) (50 feet wide); thence Southwestwardly along the Southeasterly line of Hayes Avenue two hundred (200) feet to the Easterly corner of Hayes Avenue and Twenty-fourth (formerly Union) Street; thence Southeastwardly along the Northeasterly line of Twenty-fourth Street, three hundred ninety (390) feet to the Northeasterly corner of Twenty-fourth Street and Arthur Avenue; thence Northeastwardly along the Northwesterly line of Arthur Avenue two hundred (200) feet to the place of beginning; and

WHEREAS, it is deemed and determined that the aforesaid tract of land, with buildings thereon erected, is no longer desirable, necessary, or required for public purposes,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of The City of Camden, New Jersey, that the proper officers of the City of Camden be and they are hereby authorized and directed to transfer and convey the tract of land hereinbefore recited, by special warranty deed, to the Board of Education of the City of Camden, New Jersey; said deed to recite the consideration of One Dollar, and to restrict the use of said land for public purposes connected with the Board of Education.

On motion of:

*Fred W. von Meida*  
*for Mayor Sumner*



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

PLACEHOLDER

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council
FROM: DANIEL BLACKBURN, CITY ATTORNEY
TITLE OF ORDINANCE/RESOLUTION: ORDINANCE AUTHORIZING A CORRECTION DEED FOR THE PARCEL KNOWN AS WS No. 25th ARTHUR TO HAYES STREET, BLOCK 869, LOT 1

Point of Contact:

Table with 4 columns: Name, Department-Division-Bureau, Phone, Email

ENDORSEMENTS

Table with 5 columns: Recommend Approval (Y/N), Signature, Date, Comments. Includes list of responsible roles like Department Director, Supporting Department Director, etc.

Approved by: Business Administrator

Handwritten signature of Business Administrator

Handwritten date: 3/28/23

Attachments (list and attach all available):

- 1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)1
2. Certification of Funds2
3. Addition supporting documents.

Walk-on note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.

Received by: City Attorney

Signature

Date

1 For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance
2 Mandatory for any financial commitment to the City or expenditure of City Funds.







# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: **APRIL 11, 2023**

TO: **City Council**  
FROM: **Daniel S. Blackburn, City Attorney**

TITLE OF ORDINANCE/RESOLUTION: **ORDINANCE AUTHORIZING A CORRECTION DEED FOR THE PARCEL KNOWN AS WS No. 25 ARTHUR TO HAYES STREET, BLOCK 869**

Point of Contact:	<b>Daniel S. Blackburn</b>	Law Department	<b>X7170</b>	<b>Dablackb@ci.camden.nj.us</b>
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director Supporting Department Director (if necessary) Director of Grants Management Qualified Purchasing Agent Director of Finance		Daniel S. Blackburn		Digitally signed by Daniel S. Blackburn Date: 2023.03.29 13:35:12 -0400

Approved by:  
Business Administrator

---

Signature Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup> **Waiver D**
2. Form of Shared Services Agreement-**State MOA**

*“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.*

Received by:

## EXECUTIVE SUMMARY

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City Attorney Signature Date

WHEREAS, The City of Camden is the owner of certain lands and premises situate in the City of Camden, New Jersey, bounded and described as follows:

BEGINNING at the Westerly corner of Twenty-fifth (formerly Fulton) Street and Arthur Avenue (formerly Sixth Street); thence Northwestwardly along the Southwesterly line of Twenty-fifth Street three hundred ninety (390) feet to the Southeasterly line of Hayes Avenue (formerly Fifth Street) (50 feet wide); thence Southwestwardly along the Southeasterly line of Hayes Avenue two hundred (200) feet to the Easterly corner of Hayes Avenue and Twenty-fourth (formerly Union) Street; thence Southeastwardly along the Northeasterly line of Twenty-fourth Street, three hundred ninety (390) feet to the Northeasterly corner of Twenty-fourth Street and Arthur Avenue; thence Northeastwardly along the Northwesterly line of Arthur Avenue two hundred (200) feet to the place of beginning; and

WHEREAS, it is deemed and determined that the aforesaid tract of land, with buildings thereon erected, is no longer desirable, necessary, or required for public purposes,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of The City of Camden, New Jersey, that the proper officers of the City of Camden be and they are hereby authorized and directed to transfer and convey the tract of land hereinbefore recited, by special warranty deed, to the Board of Education of the City of Camden, New Jersey; said deed to recite the consideration of One Dollar, and to restrict the use of said land for public purposes connected with the Board of Education.

On motion of:

*Fredrick von Meida*  
*for Mayor Brunner*

Dated July 28th 1938

DB:dh  
04-11-23

**RESOLUTION AMENDING RESOLUTION (MC-22:8348) AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CAMDEN REDEVELOPMENT AGENCY ("CRA") FOR MANAGEMENT AND ENVIRONMENTAL SERVICES IN CONNECTION WITH CERTAIN PROPERTY LOCATED WITHIN BLOCKS 331 AND BLOCK 334 AND MORE COMMONLY REFERRED TO AS THE YAFFA SITE**

WHEREAS, the Council of the City of Camden by Resolution R-42 (MC-22:8348) dated March 8, 2022 authorized the execution of a Shared Services Agreement ("SSA") with Camden Redevelopment Agency for Management and Environmental Services in connection with certain property located within Block 331 and Block 324 also known as the "Yaffa" Site; and

WHEREAS, the Council of the City of Camden by Resolution R-29 (MC-23:8840) dated February 14, 2023 authorized the allocation of \$5,000,000.00 (\$3,000,000.00 from Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) and \$2,000,000.00 from Supplemental Transitional Aid) for management and environmental services of the Yaffa site; and

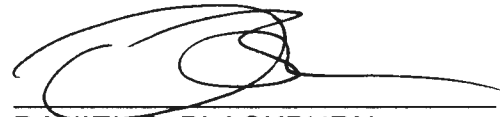
WHEREAS, the City wishes to amend SSA No. 03-22-107 to include the aforementioned funding as authorized by MC-23:8840 for the management and environmental services of the Yaffa; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that Shared Services Agreement No. 03-22-107 between the City of Camden and CRA be amended to include and allow for the use of \$5,000,000.00 (\$3,000,000.00 from CSLFRF and \$2,000,000.00 from Supplemental Transitional Aid) as allocated by MC-23:8840 for management and environmental services of the Yaffa Site.

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: April 11, 2023

The above has been reviewed and approved as to form.



DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council  
FROM: Daniel S. Blackburn, City Attorney

**TITLE OF ORDINANCE/RESOLUTION:**

Resolution Amending Resolution MC-22:8348 Authorizing the Execution of a Shared Services Agreement with the Camden Redevelopment Agency for Management and Environmental Services for Remediation of the Yaffa Site, at 7<sup>th</sup> & Chestnut Streets, to Allow the Use of American Rescue Plan, State & Local Fiscal Recovery Funds (\$3,000,000) And Supplemental Transition Aid (\$2,000,000)

Point of Contact:	Law Department		
	_____	_____	_____
	Name	Department-Division- Bureau	Phone      Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
<b>Responsible</b>				
Department Director				
Supporting Department				
Director (if necessary)				
Director of Grants				
Management				
Qualified Purchasing				
Agent				
Director of Finance		Gerald C. Seneski		

Approved by: \_\_\_\_\_  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Form of Shared Services Agreement

***“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by: \_\_\_\_\_  
City Attorney

Signature

Date

<sup>1</sup> For Example: Form “A” - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form “D” - Contract Request, Form “E” - Creation/Extension of Services, Form “G” - Grant Approval, Form “H” - Bond Ordinance or Contract Request, Form “I”, “Best Price Insurance Contracting” Model Ordinance

## EXECUTIVE SUMMARY

### TITLE OF ORDINANCE/RESOLUTION

Resolution Amending Resolution MC-22:8348 Authorizing the Execution of a Shared Services Agreement with the Camden Redevelopment Agency for Management and Environmental Services for Remediation of the Yaffa Site, at 7<sup>th</sup> & Chestnut Streets, to Allow the Use of American Rescue Plan, State & Local Fiscal Recovery Funds (\$3,000,000) And Supplemental Transition Aid (\$2,000,000)

### FACTS/BACKGROUND: (Executive level details. Short concise bullets)

- A Shared Services Agreement (SSA) by way of Resolution MC- 22:8348 was executed with the Camden Redevelopment Agency (CRA) for oversight and implementation of environmental remediation activities at the Yaffa Site (Block 331 and Block 324) in the Bergen Square neighborhood
- An Amendment to the SSA is necessary to include and allow for use of up to \$5MM in Coronavirus State and Local Fiscal Recovery Funds, State & Local Fiscal Recovery Funds and Supplemental Transition Aid authorized by Resolution MC-23-8840 to be used for environmental remediation or the Site.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** up to \$5,000,000

### IMPACT STATEMENT:

- Prior owners of the S. Yaffa & Sons, Inc./Weyhill Realty Holdings, LLC have been illegally importing and storing 70,000 tons of contaminated soil material on Blocks 331 and Block 324 – a residential neighborhood
- The City, through tax foreclosure is now the owner of the Yaffa Site and committed to the environmental remediation of the Site.
- Under the SSA, CRA has oversight for the remediation, which is taking place in three phases. Contracts were awarded for soil removal of two smaller piles. A contract is contemplated to be awarded for the 3<sup>rd</sup> (larger) soil pile in May/June 2023 timeframe.
- Use of the \$5MM in American Rescue Recovery Plan and Supplemental Transition Aid Funds are necessary to cover contract costs associated with the soil removal of the 3<sup>rd</sup> Pile and other related remedial activities.

### SUBJECT MATTER EXPERTS/ADVOCATES:

City:

Tim Cunningham, BA

Gerald C. Seneski, CFO, Finance Director

### COORDINATION: City Administration

Prepared by: Olivette Simpson, CRA Ext. 3540

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Name

Phone/Email

Amended Scope of Services for A Shared Services Agreement between the City of Camden and the City of Camden Redevelopment Agency for the Environmental Management and Services In Connection with Certain Sites in Block 331 and Block 334

S. Yaffa & Sons, Inc. has been illegally importing and storing material on property owned by Weyhill Realty Holdings, LLC d/b/a WRH I, LLC, an affiliated entity. These illegal operations in the Bergen Square neighborhood have ceased due to legal action taken by the State of New Jersey and the City of Camden. These illegal activities have also encroached upon and impacted property owned by the Camden Redevelopment Agency (CRA), the City of Camden, and adjacent private properties.

Impacted parcels are currently known to include WRH I, LLC owned Tax Block 331, Lots 41, 46, 48, 49, 50, 52, 54, 55-65, 67, 75, 80, 114 and Tax Block 324, Lots 7-9, 10, 26-33, 34, 40 and 41; City of Camden owned Tax Block 331, Lots 86, 87, 113 and Tax Block 324, Lots 4, 11, 14, 15, 16, 17, 18, 19, and 20; and CRA owned Tax Block 331, Lot 89 and Tax Block 324, Lot 39.

As part of its redevelopment responsibilities, the CRA administers the City of Camden Brownfield Program including the brownfield planning activities, applying for and managing grants for brownfield investigation and remediation, and contracting for associated professional services and remediation activities.

The City by way of Resolution MC-23-8840 authorized up to \$5,000,000 for remediation of the Yaffa Site, 7<sup>th</sup> and Chestnut Streets from the American Rescue Plan, State & Local Fiscal Recovery (CSLFRF) Funds. It is necessary to amend Resolution MC-22:838 the Shared Services Agreement with the Camden Redevelopment Agency (CRA) for oversight and implementation of environmental remediation of the Yaffa Site (Block 331 and Block 324) to allow for the use of the CSLFRF Funds for remediation of the Yaffa Site.

**The CRA will undertake the following on behalf of the City of Camden:**

- Continue to identify and pursue funding for the assessment, remediation, and redevelopment of the site;
- Oversee and implement site environmental assessment and remediation activities;
- Serve as a liaison with regulatory and funding agencies;
- Procure consultants and contractors;
- Conduct community engagement; and
- And other activities necessary to facilitate the environmental assessment, remediation, and redevelopment of the project site.

**The City will undertake the following:**

- Execute all relevant documents necessary for the CRA to secure, manage/administer grants and/or other funding for the environmental assessment, remediation, and redevelopment of the project site.

YAFFA OVERALL  
Sources Uses - March 2023

**Sources**

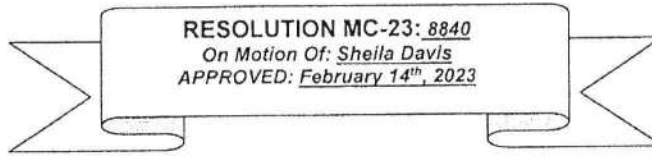
City SSA funding	\$	190,755
HDSRF Awarded	\$	54,766
HDSRF Proposed		TBD
NJEDA BIF Grant (Lot 86)	\$	157,142
CRA Lot 87 RLF Sub grant	\$	164,560
American Recovery Act	\$	5,000,000
	\$	5,567,223

**Uses**

Grant Applications	\$	6,800
NJEDA HDSRF Application Fee	\$	500
NJDEP Annual fees	\$	8,000
Soil Pile Lot 86/87 Remediation Contractor	\$	136,212
Drum Removal Remediation Contractor	\$	9,898
Soil Pile North Remediation Contractor	\$	209,160
Soil Pile South Remediation Contractor	\$	2,656,625
LSRP Services Pre-Soil Pile Clearance	\$	210,020
BRS Third Party Owners Rep / Bid Spec Prep (multiple years)	\$	205,690
CRA Project Fees	\$	95,000
CONTINGENCY	\$	2,029,318
*Environmental Assessment - TBD Post Soil Pile Removal*		UNKNOWN
*Additional Environmental Remediation - TBD Post Soil Pile Removal*		UNKNOWN
	\$	5,567,223



DSB/AIV  
02-14-22



R-29

**RESOLUTION AUTHORIZING \$5,000,000.00 FOR REMEDIATION OF THE YAFFA SITE, 7<sup>TH</sup> AND CHESTNUT STREETS, FROM THE AMERICAN RESCUE PLAN, STATE & LOCAL FISCAL RECOVERY FUNDS (\$3,000,000.00) AND FROM SUPPLEMENTAL TRANSITION AID (\$2,000,000.00)**

WHEREAS, President Biden signed the American Rescue Plan Act of 2021 (ARPA or "Act") into law on March 11, 2021; and

WHEREAS, the Act created the Coronavirus State and Local Fiscal Recovery Fund ("CSLFRF") which, among other things, appropriated money to cities to mitigate the fiscal effects stemming from the Coronavirus public health emergency; and

WHEREAS, the City of Camden (the "City") has received a distribution of funds through the CSLFRF; and

WHEREAS, Section 603(c)(1)(c) of the Social Security Act established that recipients of CSLFRF may use funds for the provision of government services including environmental remediation; and

WHEREAS, the Yaffa Site consists of a large volume of soil material and other solid waste which threatens the public health, safety and welfare of City residents and requires environmental remediation; and

WHEREAS, the City desires to allocate \$5,000,000.00 from the budget (\$3,000,000.00 from CSLFRF and \$2,000,000.00 Supplemental Transitional Aid) to remediate the Yaffa Site;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Camden that the proper officials of the City are hereby authorized and directed to allocate \$5,000,000.00 (\$3,000,000.00 from CSLFRF and \$2,000,000.00) for environmental remediation of the Yaffa Site.

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.

Dated: February 14, 2023

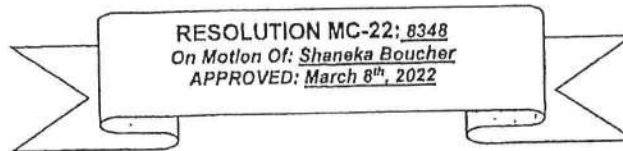
The above has been reviewed and approved as to form.

DANIEL S. BLACKBURN  
City Attorney

ANGEL FUENTES  
President, City Council

ATTEST:   
LUIS PASTORIZA  
Municipal Clerk

MBS:dh  
03-08-22



R-42

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE CITY OF CAMDEN REDEVELOPMENT AGENCY ("CRA") FOR MANAGEMENT AND ENVIRONMENTAL SERVICES IN CONNECTION WITH CERTAIN PROPERTY LOCATED WITHIN BLOCKS 331 AND BLOCK 324**

WHEREAS, N.J.S.A. 40A:65-1 et. seq. authorized local units of government to enter into agreement for the joint provision of services; and

WHEREAS, there is a need, to establish the rights and responsibilities of both entities as it relates to the Management and Environmental Services in connection with certain property located within Block 331 and Block 324; and

WHEREAS, CRA is the administrator of the City of Camden's Brownfields Program; and

WHEREAS, the owners of the former junkyard located on multiple lots in Block 331 (7<sup>th</sup> Street & Chestnut Street) have been illegally importing and storing soil and other solid waste at the site which has encroached on and negatively affected property owned by private owners, the City of Camden and the CRA; and

WHEREAS, the City of Camden has requested the CRA's assistance with obtaining funding to investigate the soil for environmental contamination and to remove the soil; and

WHEREAS, the City of Camden desires to enter into a Shared Services Agreement with the CRA for management and environmental services in connection with certain properties located within Blocks 331 and 324, pursuant to which the CRA will:

- (1) Identify and pursue funding for the assessment, remediation and redevelopment of the site;
- (2) Oversee and implement site environmental, assessment and remediation activities;
- (3) Serve as liaison with regulatory and funding agencies;
- (4) Procure consultants and contractors;
- (5) Conduct community engagement; and
- (6) Perform other activities necessary to facilitate the environmental assessment, remediation, and redevelopment of the site.

WHEREAS, the City of Camden will be responsible for funding the CRA's activities under the SSA in the amount of \$190,755.00, some of which funds may be covered in part or entirely by grant and/or other funding sources once those sources have been secured; now, therefore


BE IT RESOLVED by the City of Council of the City of Camden that a Shared Services Agreement is hereby authorized between the City of Camden and the City of Camden Redevelopment Agency ("CRA") as it relates to the Management and Environmental Services in connection with certain property located within Block 331 and Block 324 the term of which Shared Service Agreement shall be until project completion.

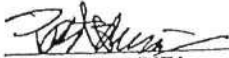
BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal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

Date: March 8, 2022

The above has been reviewed  
and approved as to form.

  
MICHELLE BANKS-SPEARMAN  
City Attorney

  
ANGEL FUENTES  
President, City Council

ATTEST:   
LUIS PASTORIZA  
Municipal Clerk

03-09-22A

**Resolution Authorizing a Shared Services Agreement with the City of Camden for the Management of Funding and Environmental Services in Connection with Certain Property in Block 331 and Block 324 of the City of Camden Tax Map Located in the Bergen Square Neighborhood**

**WHEREAS**, the City of Camden Redevelopment Agency ("CRA") is charged with the duty of redevelopment throughout the City of Camden; and

**WHEREAS**, as part of the CRA's redevelopment duties, the CRA manages the City of Camden Brownfield Program including the brownfield planning activities, applying for and managing grants for brownfield investigation and remediation, and contracting for associated professional services and remediation activities; and

**WHEREAS**, S. Yaffa & Sons, Inc. has been cited for illegally importing and storing material on property owned by Weyhill Realty Holdings, LLC d/b/a WRHI, LLC, an affiliated entity; and

**WHEREAS**, these illegal activities have also encroached upon property owned by the City of Camden Redevelopment Agency (CRA), the City of Camden, and other private properties; and

**WHEREAS**, impacted parcels are currently known to include Tax Block 331, Lots 41, 46, 48, 49, 50, 52, 54, 55-65, 67, 75, 80, 114 and Tax Block 324, Lots 7-9, 10, 26-33, 34, 40 and 41 (all owned by WRHI, LLC); Tax Block 331, Lots 86, 87, 113 and Tax Block 324, Lots 4, 11, 14, 15, 16, 17, 18, 19, and 20 (all owned by the City of Camden); and Tax Block 331, Lot 89 and Tax Block 324, Lot 39 (all owned by CRA); and

**WHEREAS**, preliminary sampling data collected by the State of New Jersey Department of Environmental Protection (NJDEP) indicates that the imported material is contaminated; and

**WHEREAS**, the CRA is able to seek funding and cause to be performed the project's brownfield planning, assessment, remediation, and redevelopment; and

**WHEREAS**, the CRA and City desire to enter into a Shared Services Agreement for the CRA to secure and manage brownfield and other funding and contract for environmental and professional services in connection with the Yaffa site; and

**WHEREAS**, the City will provide an estimated \$190,755.00 under the proposed terms of the shared services agreement to cover costs for an environmental consultant to identify and prepare applications for potential brownfield and other funding, to contract for the services of a Licensed Site Remediation Professional; and for an administrative fee to the CRA for its oversight and management services.

03-09-22A (cont'd)

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the City of Camden Redevelopment Agency that the Interim Executive Director of the Agency, a duly authorized representative of the Agency, is hereby authorized to negotiate and enter into a Shared Services Agreement between the City of Camden Redevelopment Agency for the CRA to secure and manage brownfield and other funding and contract for environmental and professional services in connection with the Yaffa site for a term of two (2) years from the execution of the agreement; and

**BE IT FURTHER RESOLVED**, the City under the terms of this Shared Services Agreement will provide an estimated \$190,755.00 to cover costs for an environmental consultant to identify and prepare applications for potential brownfield and other funding, to contract for the services of a Licensed Site Remediation Professional (LSRP), and for an administrative fee to the CRA for its oversight and management services for the Yaffa project site, and

**BE IT FURTHER RESOLVED** that the Interim Executive Director, or her designee, is hereby authorized to take all actions and execute all documents necessary to carry out the purposes of this resolution.

03-09-22A (cont'd)

ON MOTION OF: Jose Javier Ramos

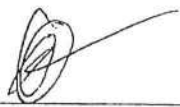
SECONDED BY: Gilbert Harden, Sr.

COMMISSIONER	AYES	NAYS	ABSTENTIONS
Derek Davis	X		
Gilbert Harden, Sr.	X		
Ian K. Leonard	X		
Jose Javier Ramos	X		
Maria Sharma			X
Marilyn Torres			X

*Ian K. Leonard*

\_\_\_\_\_  
Ian K. Leonard  
Chairperson

ATTEST:

  
\_\_\_\_\_  
Olivette Simpson  
Interim Executive Director

The above has been reviewed and approved as to form.

*Mark P. Asselta*

\_\_\_\_\_  
Mark P. Asselta, Esq.  
Board Counsel

Scope of Services for A Shared Services Agreement between the City of Camden and the  
City of Camden Redevelopment Agency for the Environmental Management and  
Services In Connection with Certain Sites in Block 331 and Block 334

S. Yaffa & Sons, Inc. has been illegally importing and storing material on property owned by Weyhill Realty Holdings, LLC d/b/a WRH I, LLC, an affiliated entity. These illegal operations in the Bergen Square neighborhood have ceased due to legal action taken by the State of New Jersey and the City of Camden. These illegal activities have also encroached upon property owned by the Camden Redevelopment Agency (CRA), the City of Camden, and other private properties.

Impacted parcels are currently known to include WRH I, LLC owned Tax Block 331, Lots 41, 46, 48, 49, 50, 52, 54, 55-65, 67, 75, 80, 114 and Tax Block 324, Lots 7-9, 10, 26-33, 34, 40 and 41; City of Camden owned Tax Block 331, Lots 86, 87, 113 and Tax Block 324, Lots 4, 11, 14, 15, 16, 17, 18, 19, and 20; and CRA owned Tax Block 331, Lot 89 and Tax Block 324, Lot 39.

Preliminary sampling data collected by the State of New Jersey Department of Environmental Protection (NJDEP) indicates that imported material is contaminated. As such, there is a need to perform environmental assessment and remediation activities on the impacted parcels. There are various funding sources that can be identified and applied for to cover most, if not all, of these costs. There is a need to apply for funding to fully assess and remediate the contamination in accordance with NJDEP requirements. Preliminary cost estimates to remove the soil piles on both Block 331 and Block 334 are estimated to be roughly \$3.4 million. Upon removal of the soil piles, environmental assessment activities could identify the need for additional remediation activities.

As part of its redevelopment responsibilities, the CRA administers the City of Camden Brownfield Program including the brownfield planning activities, applying for and managing grants for brownfield investigation and remediation, and contracting for associated professional services and remediation activities.

**The CRA will undertake the following on behalf of the City of Camden:**

- Identify and pursue funding for the assessment, remediation, and redevelopment of the site;
- Oversee and implement site environmental assessment and remediation activities;
- Serve as a liaison with regulatory and funding agencies;
- Procure consultants and contractors;
- Conduct community engagement; and
- And other activities necessary to facilitate the environmental assessment, remediation, and redevelopment of the project site.

**The City will undertake the following:**

- Execute all relevant documents necessary for the CRA to secure, manage/administer grants and/or other funding for the environmental assessment, remediation, and redevelopment of the project site.

- Provide funding up to \$35,320.00 to contract with an environmental consultant(s) to identify, and also prepare applications for potential brownfield or other funding sources to assess, remediate, and redevelop the project site. Payment of these contract services cannot be provided by the CRA and are not eligible activities under potential grant or funding sources.
- Provide funding up to \$25,000.00 administrative fee to the CRA for its oversight and management services associated with the project site. Payment of these administrative services are not eligible costs under the State DEP HDSRF programs, and may be eligible costs under Federal US EPA programs.
- Provide funding up to \$130,435.00 to procure and contract with an Environmental and Licensed Site Remediation Professional (LSRP) for related services. The NJ Department of Environmental Protection (NJ DEP) pursuant to N.J.S.A. 58:10C -1 et seq., requires a LSRP be engaged to provide oversight and conduct environmental and assessment activities at identified sites. These contract services may be covered in part or entirely by grant and/or other funding sources; when such sources have been secured.

Sources – Submitted Applications submitted to date:

State HDSRF Assessment and Remedial Investigation Grant	\$529,124
NJEDA Brownfield Impact Grant	\$157,142
CRA RLF Subgrant	\$164,560
NJDEP Water Quality Grant (2/28)	<u>\$1,000,000</u>
	\$1,850,826

Uses – Estimated Costs Identified to Date for 2022:

CRA	\$25,000
Grant Writing/Contractor Oversight	\$35,320
LSRP Services	<u>\$130,435</u>
	\$190,755
** Estimated Disposal of Soil Piles	\$3,410,000



S. Yaffa & Sons, Inc.  
Blocks 324 and 331  
City of Camden, New Jersey

### **Background**

The Camden Redevelopment Agency (CRA) of the City of Camden, New Jersey has prepared this Work Plan and Detailed Cost Estimate in support of its application to the Hazardous Discharge Site Remediation Fund (HDSRF) for a *100% PA/SI Grant* for the S. Yaffa's & Sons Inc. sites. The sites occupy a portion of two blocks, Block 331 and Block 324 on the City of Camden Tax Map in the City's Bergen Square neighborhood. The sites include a combination of publicly owned and privately held properties bound by Mount Vernon Street to the North, 7th Street to the east, Sycamore Street to the south, and 6th Street to the west. Chestnut Street bisects the two blocks.

The sites have been subject to illegal dumping and storage of imported fill material by S. Yaffa & Sons, Inc. (Yaffa). The soil piles on these blocks are extensive, with the pile on Block 331 appearing to be in excess of two stories in height. The New Jersey Department of Environmental Protection (NJDEP) is pursuing enforcement actions at the sites. Concurrently, the CRA is seeking to conduct assessment activities to ultimately effectuate the removal of the soil piles, and receive RAO(s) for the sites.

At the upcoming February 2022 Board Meeting, the CRA is seeking to pass a resolution authorizing the acquisition of the targeted parcels for purposes of complying with HDSRF eligibility requirements. Moreover, the CRA has authorized a work assignment for BRS to establish a Redevelopment Area that will expand to the targeted parcels, thus ensuring its redevelopment within the next few years. Moreover, the CRA has issued a solicitation to its pre-qualified environmental consultant pool to publicly procure an Licensed Site Remediation Professional (LSRP) of Record for the site to begin the assessment activities contained in this funding request. In order to authorize the award of the contract at the February 2022, the CRA needs to document the HDSRF funding award in the form of the NJDEP approval letter acknowledging the approval of the funding application and that it is being forwarded to NJEDA>

### **Scope of Work**

The CRA shall retain a Licensed Site Remediation Professional (LSRP) to perform all work in accordance with the technical regulations pursuant to SRRA, codified in the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) (Tech Regs) to perform a NJDEP PA assessments at 620 Chestnut Street, Block 331, Lot 53 (residential lot to be acquired; the Yaffa lots (WRH I, LLC owned) and the publicly owned lots on Block 331; and for the Yaffa lots (WRH I, LLC owned) and the publicly owned lots on Block 324 in order to advance to assess the sites for purposes of eventually receiving a Response Action Outcome (RAO).

In order to perform the SI activities, the stockpiled material must be removed from the property and disposed of properly offsite. Order of magnitude engineer's cost estimates for removal and disposal of the stockpiled material on Block 331 and one for the stockpiled material on Block 324 have been developed for purposes of submitting this HDSRF funding request. Actual costs will be established upon completion of public procurement activities gross calculation based on aerial images currently estimates approximately 70,000 tons of material total present on the two blocks

After completion and submission of the Final PA reports the Site Investigation (SI) shall be performed in accordance with N.J.A.C. 7:26E. Prior to conducting SI field work the Consultant shall prepare a Site-Specific Quality Assurance Project Plan (QAPP) for the site in accordance with NJDEP applicable guidance

S. Yaffa & Sons, Inc.  
Blocks 324 and 331  
City of Camden, New Jersey

documents for each site, and one HASP that covers both Tax Block of the project in accordance with OSHA regulations at 29 CFR 1910.120. At this time, for purposes of submitting a placeholder budget, it is anticipated that the SI will include an exploratory test pit investigation; an investigation for an underground storage tank; characterization and disposal of the stockpiled material; and installation and sampling of three groundwater monitoring wells on each Tax Block. Actual costs for the SI will be provided upon completion of the PA activities.

A detailed cost estimate is provided on the following page.

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: CAMDEN REDEVELOPMENT AGENCY


THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- ADOPTED BUDGET APPROPRIATION: 2-01-701-904  
AMOUNT: \$190,755.00
- APPROPRIATION RESERVE:  
AMOUNT: \$
- DEDICATED BY RIDER:  
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT:  
AMOUNT
- CAPITAL ORDINANCE  
AMOUNT: \$
- TRUST ACCOUNT:  
AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE : \$190,755.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE CAMDEN REDEVELOPMENT AGENCY FOR THE MANAGEMENT AND ENVIRONMENTAL SERVICES IN CONNECTION WITH CERTAIN PROPERTY LOCATED WITHIN BLOCKS 331 AND BLOCK 324.

  
\_\_\_\_\_  
*Johanna S. Conyer*  
Director of Finance  
Date: 5/10/22

DB:yrh  
4/11/23

Revised  
R-7

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO SOLICIT BIDS  
FOR THE PURCHASE OF VARIOUS TAX SALE CERTIFICATES FOR LESS  
THAN FACE VALUE**

**WHEREAS**, the City of Camden is the holder of hundreds of tax liens, where the amount to redeem the lien far exceeds the fair market value of the property encumbered by the lien making it unlikely the lien will ever be redeemed and returned to the tax roll; and

**WHEREAS**, N.J.S.A. 54:5-114.2 authorizes the City Council to determine by resolution the certificates of tax sale including all subsequent liens held by the City of Camden which are advisable to sell for an amount lower than the total amount due, together with interest and costs on the certificate of sale; and

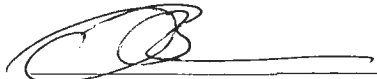
**WHEREAS**, the Tax Collector is requesting authorization to solicit bids for the purchase of such tax sale certificates listed in Exhibit A for less than the total amount due, together with interest and cost on the certificates; now therefore

**BE IT RESOLVED**, by the City Council of the City of Camden that the Tax Collector is hereby authorized to solicit bids for the purchase of the tax sale certificates listed in Exhibit A hereto; and

**BE IT FURTHER RESOLVED**, that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

Date: April 11, 2023

The above has been reviewed  
and approved as to form.

  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 23

TO: City Council  
FROM: Daniel Blackburn, City Attorney

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO SOLICIT BIDS FOR THE PURCHASE OF VARIOUS TAX SALE CERTIFICATES FOR LESS THAN FACE VALUE**

Point of Contact:	Yolanda Hawkins	City Properties-Law Department	856-757- 7125	yohawkin
	Name	Department-Division- Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director Supporting Department Director (if necessary) Director of Grants Management Qualified Purchasing Agent Director of Finance				

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:

<sup>1</sup> For Example: Form “A” - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form “D” - Contract Request, Form “E” - Creation/Extension of Services, Form “G” - Grant Approval, Form “H” - Bond Ordinance or Contract Request, Form “I”, “Best Price Insurance Contracting” Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

City Attorney

Signature

Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO SOLICIT BIDS FOR THE PURCHASE OF VARIOUS TAX SALE CERTIFICATES FOR LESS THAN FACE VALUE**

### **FACTS/BACKGROUND:**

- NJSA 54:5-114.2 (b) authorizes the governing body to sell tax sale certificates held by the municipality for less than the full amount due.
- Pursuant to the aforementioned statute, the City established the Lien Review Committee (LRC) under MC:13-4755 to develop procedures for soliciting, assigning and managing less than full value assignments.
- The Ordinance requires the LRC review City-held inventory and determine which City-held tax sale certificates fit the criteria of NJSA 54:5-114.2 (b), and therefore should be offered for sale for less than the full amount due.
- The LRC must generate a list of recommended certificates for assignment for less than the full amount due, including the minimum bid.
- The LRC must seek Council approval of the prior to soliciting bids.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$0**

### **IMPACT STATEMENT:**

If approved, the LRC will be able to solicit bids for City-held tax sale certificates which amounts exceed the fair market value of the property. The less than full value program generates revenue for the City through the purchase of the Assignments and subsequent municipal charges paid by the Assignee. It also provides purchasers the opportunity to become homeowners.

### **SUBJECT MATTER EXPERTS/ADVOCATES:**

- NA

### **COORDINATION:**

- The Lien Review Committee which will receive and review bid solicitations and make a recommendation to Council.

**Prepared by: Amia Valentine, ACA**

**x7166 amvalent**

---

Name

Phone/Email

DB:dh  
04-11-23

R-8

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) VOLVO L110H  
WHEEL LOADER FROM HOFFMAN EQUIPMENT**

WHEREAS, there exists a need to purchase one (1) Volvo L110H Wheel Loader from Hoffman Equipment; and

WHEREAS, pursuant to N.J.S.A. 52:34-6.2(b)(3), a municipality is permitted to make purchases and contract for services through the use of a nationally-recognized and accepted cooperative; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the approved budget of the City of Camden under line item "2-01-C2-886-873 & 3-01-E6-709-917" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden, that the contract be awarded to Hoffman Equipment, 300 So. Randolphville Road, Piscataway, NJ 08854 for the purchase of one (1) Volvo L110H Wheel Loader from Hoffman Equipment under ESCNJ #22/23-12 Co-Op #65MCESCCPS for use by Department of Public Works, in the amount of THREE HUNDRED NINE THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS AND SIXTY-SEVEN (\$309,453.67), according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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.

Dated: April 11, 2023

The above has been reviewed  
and approved as to form.

  
for DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: HOFFMAN EQUIPMENT

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 2-01-C2-886-873 (\$288,174.67) 3-01-E6-709-917 (\$21,279.00)

AMOUNT: \$

APPROPRIATION RESERVE:

AMOUNT: \$

- DEDICATED BY RIDER:

AMOUNT: \$

- RESERVE FOR STATE AND FEDERAL GRANT:

AMOUNT: \$

- CAPITAL ORDINANCE

AMOUNT: \$

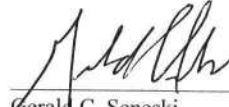
- TRUST ACCOUNT:

AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE \$ 309,453.67

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: AUTHORIZING A PURCHASE OF 1(ONE) VOLVO L110H WHEEL LOADER FROM HOFFMAN EQUIPMENT UNDER ESCNJ CO-OP #65MCESCCPS (22/23/12)

  
\_\_\_\_\_  
Gerald C. Seneski  
Director of Finance  
Date: 3/20/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 04/11/2023

TO: City Council  
FROM:

**TITLE OF ORDINANCE/RESOLUTION: Authorizing the purchase of one (1) Volvo L110H Wheel Loader from Hoffman Equipment under ESCNJ Co-op #65MCESCCPS (22/23-12)**

Point of Contact:	Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director Supporting Department Director (if necessary) Director of Grants Management	Y		3-21-23	
Qualified Purchasing Agent	Y		3-21-23	
Director of Finance	Y		3/20/23	

Approved by: \_\_\_\_\_  
 Business Administrator \_\_\_\_\_  
 Signature Date 3/21

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by: \_\_\_\_\_  
 City Attorney \_\_\_\_\_  
 Signature Date

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Authorizing the purchase of one (1) Volvo L110H Wheel Loader from Hoffman Equipment under ESCNJ Co-op #65MCESCCPS (22/23-12)

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- Replaces 1995 Case 621B Front End Loader that has reached end of life and slated for scrap
- Currently one (1) working front loader (721) available in the City's fleet

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$119,620.64

**APPROPRIATION NUMBER:** 2-01-C2-886-873 (\$288,174.67) & 3-01-E6-709-917 (\$21,279.00)

**IMPACT STATEMENT:**

- The purchase of this truck will replace a current loader that is approximately 26 years old
- This truck will slowly increase the aged frontline vehicles currently in the City's fleet.
- DPW employees utilizes the front loaders to clear yards, pick up trash and other public safety duties

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

**Prepared by:** LATEEAH CHANDLER

**856-757-7159**

---

Name

Phone/Email

**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	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	HOFFMAN EQUIPMENT
Purpose or Need for service:	PURCHASE OF NEW VOLVO L110H WHEEL LOADER
Contract Award Amount	\$309,453.67
Term of Contract	~ 90 DAYS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.J.A.C 5:34-7.12
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 \_\_\_\_\_

\_\_\_\_\_  
\*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 Financial Officer affirms that there is adequate funding available for this action.

  
\_\_\_\_\_  
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.

\_\_\_\_\_  
N/A ESCNJ 22/23-12 Date \_\_\_\_\_  
Certifying Officer

***For LGS use only:***

Approved

Denied

\_\_\_\_\_  
Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

**CAMDEN CITY**

520 MARKET STREET  
 P O BOX 95120  
 CAMDEN, NJ 08101-5120  
 TEL (856)757-7000

REQUISITION	
NO.	23-00604

SHIP TO	PUBLIC WORKS - FLEET 101 NEWTON AVE 2ND FL CAMDEN, NJ 08103 CHERYL PINE
	VENDOR # : HOF03 HOFFMAN EQUIPMENT 300 S RANDOLPHVILLE ROAD PISCATAWAY, NJ 08854

ORDER DATE: 03/06/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

*In stock*

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	ACQUISITION OF ONE (1) NEW VOLVO L110H WHEEL LOADER FOR THE CITY OF CAMDEN PUBLIC WORKS WHICH WILL REPLACE ONE 821 FRONT END LOADER WHICH PARTS CAN NOT BE OBTAINED TO MAKE REPAIRS	<del>3-01-E6-709-999</del>	0.0000	0.00
	TOTAL COST \$ 309,453.67 (SEE BELOW) ARP FUNDING \$ 288,174.67 PW FUNDING \$ 21,279.00 ESCNJ # 65MCESCCPS  MUNICIPAL REP: KEITH WALKER/CHERYL PINE 609-705-7467  RES #: RES DATE:	<i>3-01-E6-702-917</i>		
1.00	VOLVE L110H WHEEL LOADER	<del>3-01-E6-709-999</del>	0.0000	0.00
1.00	PRE DELIVERY INSPECTION	<del>3-01-E6-709-999</del>	0.0000	0.00
1.00	FREIGHT	<del>3-01-E6-709-999</del>	0.0000	0.00
1.00	60MTH/7500HR WARRANTY	<del>3-01-E6-709-999</del>	0.0000	0.00
			TOTAL	0.00

*Total \$ 309,453.67*

2023 MAR -7 AM 9:43  
 CITY OF CAMDEN  
 PURCHASING BUREAU

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

*[Signature]* 3-6-23  
 Department Head Date

*[Signature]* 3/6/23  
 Receiver of Goods Date

**FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU**

City of Camden Director of Public Works  
101 Newton Ave.  
Camden, NJ 08103

February 20, 2023

Attn: Mr. Keith Walker

Dear Keith,

I am pleased to offer the following quote for your consideration:

Non-contract items for one (1) new Volvo L110H wheel loader:

- \$1,000 PDI of machine prior to delivery
- \$1,500 freight
- \$18,779 GGC 60 month 7500 hour full machine warranty w TTM
- Included Volvo Lifetime Warranty on Frame, Articulation joint, Loader arm
- ~~\$32,000 Pemberton L600-4.25 yd3 grapple bucket~~
- ~~\$53,279 Total~~ **\$21,279.00**

Thank you for the opportunity to quote on your construction equipment needs.

Sincerely,

Mike Breslin  
Equipment Sales  
215-284-7223



**Quotation**

300 S. RANDOLPHVILLE RD.  
 PISCATAWAY, NEW JERSEY 08854  
 (732)752-3600 FAX: (732)968-8371  
 WEBSITE: www.hoffmanequip.com

Tax ID	Quote	Customer	Date
222176843	ESCNJ	CAMDE005	2/20/2023

Sold To: City of Camden  
 Public Works Department  
 101 Newton Ave.  
 Camden NJ 08103

NOTE: State Approved Co-op # 65MCECCPS

Ship Via F.O.B. Deptford NJ

BR	MAKE	MODEL	SERIAL #	EQUIP#	HOURS	SALESMAN	BUYER PO	SHIPPED
03	VO	L110H	TBD	TBD		MB		
ORDER	SHIP	PART	DESCRIPTION			List	AMOUNT	
1	1	L110H	Volvo L110H Wheel Loader			\$387,373.00	\$387,373.00	
1	1	WL20036	23.5R25* Bridgestone VJT L3			\$27,848.00	\$27,848.00	
1	1	WL21012	4 - Rims (3pc) for 23.5-25 Tires			\$8,679.00	\$8,679.00	
1	1	WL22004	Full coverage fenders rear for standard tires			\$1,043.00	\$1,043.00	
1	1	WL22014	Full coverage fenders, steel front for standard tires			\$1,043.00	\$1,043.00	
1	1	WL23003	Mudflaps for full fenders for standard tires			\$849.00	\$849.00	
1	1	WL32035	Engine D8J T4F Lockup US			\$0.00	\$0.00	
1	1	WL30007	Fuel Fill Strainer			\$0.00	\$0.00	
1	1	WL37001	Reversible Cooling Fan			\$0.00	\$0.00	
1	1	WL39004	Optishift w lockup, RBB			\$0.00	\$0.00	
1	1	WL39501	Rimpull			\$0.00	\$0.00	
1	1	WL42001	Air conditioning with ACC (automatic climate control)			\$7,851.00	\$7,851.00	
1	1	WL45001	Steering Knob			\$179.00	\$179.00	
1	1	WL45003	Sliding Window in Door			\$0.00	\$0.00	
1	1	WL45004	ACC Fahrenheit decal only			\$0.00	\$0.00	
1	1	WL45005	Universal Key			\$0.00	\$0.00	
1	1	WL45019	Secondary Steering, Electric			\$0.00	\$0.00	
1	1	WL45023	Lunch Box Holder			\$148.00	\$148.00	
1	1	WL45027	Anchorage Manual			\$0.00	\$0.00	
1	1	WL88201	Operating Coaching Start			\$0.00	\$0.00	
1	1	WL53009	LOTO, Lock out tag out			\$0.00	\$0.00	
1	1	WL54001	Back up alarm			\$0.00	\$0.00	
1	1	WL65013	Max Boom Height			\$0.00	\$0.00	
1	1	WL71002	Oil Sampling Ports			\$342.00	\$342.00	
1	1	WL71005	Footsteps Front Frame			\$477.00	\$477.00	
1	1	WL80001	Boom Suspension System ("Ride Control")			\$8,058.00	\$8,058.00	
1	1	WL83004	Decals, English/Spanish			\$0.00	\$0.00	
1	1	WL86013	Cover Plates, Rear Frame			\$0.00	\$0.00	
1	1	WL86031	Guardrail rear fender right			\$0.00	\$0.00	
1	1	WL86032	Guardrail rear fender left			\$0.00	\$0.00	
1	1	WL86041	Frame, life time warranty			\$0.00	\$0.00	
1	1	WL87004	Year of manufact. Plate			\$0.00	\$0.00	
1	1	WL88010	CareTrack Connectivity 4 yr Subscription			\$0.00	\$0.00	
1	1	WL88018	CareTrack, GSM/Satellite			\$0.00	\$0.00	
1	1	WL88020	De-activate SAT			\$0.00	\$0.00	
1	1	WL30011	Engine Auto Shutdown			\$806.00	\$806.00	
1	1	WL31001	Air precleaner, Turbo II			\$1,547.00	\$1,547.00	
1	1	WL33002	Engine Block Heater, 120V			\$1,048.00	\$1,048.00	
1	1	WL41012	Volvo Airsusp, Heated, 3pt, 3" Belt			\$4,005.00	\$4,005.00	
1	1	WL43004	Radio BlueTooth/USB/Aux			\$1,143.00	\$1,143.00	
1	1	WL44002	LH Radio Mounting Kit			\$1,203.00	\$1,203.00	
1	1	WL45006	Cab ladder, rubber suspended			\$630.00	\$630.00	
1	1	WL45040	Left hand armrest for Volvo Airsusp. Seat			\$239.00	\$239.00	
1	1	WL45057	Co-Pilot incl. Camera			\$0.00	\$0.00	
1	1	WL45203	Rearview mirrors, electric/heat long arm RH			\$789.00	\$789.00	



1	1	WL50023	LED Feature Package	\$4,473.00	\$4,473.00
1	1	WL51003	Warning Beacon, LED	\$978.00	\$978.00
1	1	WL61016	3rd hydraulic function, std. boom	\$7,254.00	\$7,254.00
1	1	WL64001	Separate attachment locking, std. boom	\$3,579.00	\$3,579.00
1	1	WL82004	Counterweight, rehandling	\$4,233.00	\$4,233.00
1	1	WL82005	Tow Hitch	\$522.00	\$522.00
1	1	WL85003	HD tail light guards	\$1,160.00	\$1,160.00
1	1	WLA85346	Attachment Bracket	\$8,043.00	\$8,043.00
1	1	WLA86731	118" 4.2 td hook-on rehandling bucket	\$22,340.00	\$22,340.00
1	1	WLA80577	118" 3-piece bolt-on edge kit, straight-edge bucket	\$3,066.00	\$3,066.00
1	1				\$0.00
The Educational Services Commission of New Jersey State Approved Co-Op #65MCECCPS, Volvo Construction Equipment Q1 2019 Price Pages Wheel Loaders 01/01/19, Grounds Equipment Bid #ESCNJ 18/19/25				<b>SUB TOTAL</b>	<b>\$510,948.00</b>
				<b>43.6% ESCNJ</b>	<b>-\$222,773.33</b>
					<b>\$0.00</b>
					<b>\$288,174.67</b>
				<b>Customer Total Purchase Price Price</b>	<b>\$288,174.67</b>

# Volvo L110H, L120H in detail

## Engine

The engine is a straight six cylinder, four stroke, turbo charged diesel engine with direct injection and charge air cooler. The engine meet US Tier 4 final and California Tier 4 final emission requirements and EU Stage IV emission requirements.

The engine uses a common rail fuel system controlled by the engine control module (ECM). Engines with ACT (advanced combustion technology) feature split injection and turbocharger with mechanical wastegate. The exhaust after treatment system (EATS) is equipped with a diesel oxidation catalyst (DOC), a diesel particulate filter (DPF) and a SCR system to reduce emissions. Cooled exhaust gas recirculation (EGR) also reduces emissions. The engine is a straight six cylinder, four stroke, turbo charged diesel engine with direct injection and charge air cooler. The engine meet US Tier 4 final and California Tier 4 final emission requirements and EU Stage IV emission requirements. The engine uses a common rail fuel system controlled by the engine control module (ECM). Engines with ACT (advanced combustion technology) feature split injection and turbocharger with mechanical wastegate. The exhaust after treatment system (EATS) is equipped with a diesel oxidation catalyst (DOC), a diesel particulate filter (DPF) and a SCR system to reduce emissions. Cooled exhaust gas recirculation (EGR) also reduces emissions.

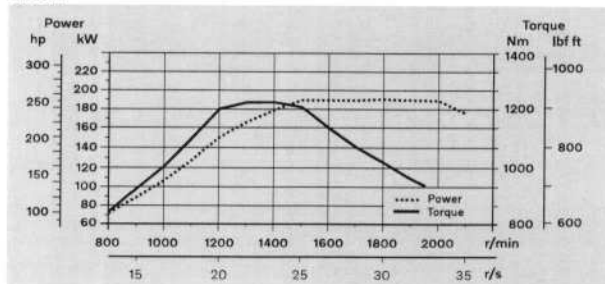
### L110H

Engine	Volvo	D8J
Max. power at	r/min (r/s)	1,800 (30)
SAE J1995 gross	kW (hp)	191 (256)
ISO 9249, SAE J1349 net	kW (hp)	191 (256)
Max. torque at	r/min (r/s)	1,450 (24.2)
SAE J1995 gross	Nm (ft lbf)	1,255 (926)
ISO 9249, SAE J1349 net	Nm (ft lbf)	1,250 (922)
Economic working range	r/min (r/s)	850 - 2,100 (14.2 - 35)
Displacement	l (in <sup>3</sup> )	7.8 (473)

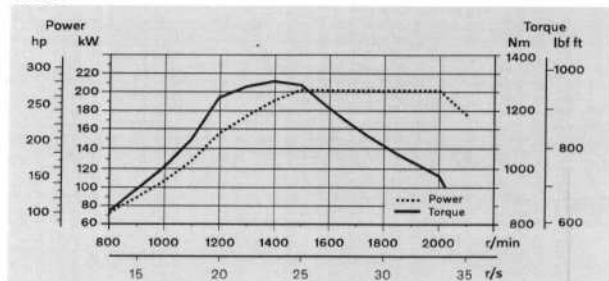
### L120H

Engine	Volvo	D8J
Max. power at	r/min (r/s)	1,500 (25)
SAE J1995 gross	kW (hp)	203 (272)
ISO 9249, SAE J1349 net	kW (hp)	203 (272)
Max. torque at	r/min (r/s)	1,450 (24.2)
SAE J1995 gross	Nm (ft lbf)	1,320 (974)
ISO 9249, SAE J1349 net	Nm (ft lbf)	1,317 (971)
Economic working range	r/min (r/s)	850 - 2,100 (14.2 - 35)
Displacement	l (in <sup>3</sup> )	7.8 (473)

### L110H



### L120H



## Drivetrain

**Torque converter:** Single-stage.

**Transmission:** Volvo countershaft transmission with single lever control. Fast and smooth shifting of gears with Pulse Width Modulation (PWM) valve.

**Transmission:** Volvo Automatic Power Shift (APS) with fully automatic shifting 1-4 and mode selector with 4 different gear shifting programs, including AUTO. Also equipped with Rimpull control to avoid wheel spin and optimize bucket filling. OptiShift transmission is also available as an option.

**Axles:** Volvo fully floating axle shafts with planetary hub reductions and cast steel axle housing. Fixed front axle and oscillating rear axle. 100% differential lock on the front axle.

		L110H	L120H
Transmission	Volvo	HTE 206C	HTE 206C
Torque multiplication, stall ratio		2.47:1	2.47:1
Maximum speed, forward/reverse			
1st gear	km/h (mi/h)	7 (4.3)	7 (4.3)
2nd gear	km/h (mi/h)	13.5 (8.4)	13.5 (8.4)
3rd gear	km/h (mi/h)	28 (17.4)	28 (17.4)
4th gear	km/h (mi/h)	40 (24.9)	40 (24.9)
Note: 4th gear limited by ECU			
Measured with tires		750/65R25	750/65R25
Front axle/rear axle		AWB 31/ AWB 30	AWB 31/ AWB 30
Rear axle oscillation	± °	13	13
Ground clearance at oscillation	mm (in)	460 (18.1)	460 (18.1)
	°	13	130

## Electrical system

**Central warning system:** Conronic electrical system with central warning light and buzzer for following functions: - Serious engine fault - Low steering system pressure - Over speed warning engine - Interruption in communication (computer fault) Central warning light and buzzer with the gear engaged for the following functions. - Low engine oil pressure - High engine oil temperature - High charge air temperature - Low coolant level - High coolant temperature - High crank case pressure - Low transmission oil pressure - High transmission oil temperature - Low brake pressure - Engaged parking brake - Fault on brake charging - Low hydraulic oil level - High hydraulic oil temperature - Overspeeding in engaged gear - High brake cooling oil temperature front and rear axles.

		L110H	L120H
Voltage	V	24	24
Batteries	V	2 x 12	2 x 12
Battery capacity	Ah	2 x 170	2 x 170
Cold cranking capacity, approx	A	1,000	1,000
Alternator rating	W/A	2,280/80	2,280/80
Starter motor output	kW	5.5	5.5

## Brake System

**Service brake:** Volvo dual-circuit system with nitrogen charged accumulators. Outboard mounted hydraulically operated, fully sealed oil circulation cooled wet disc brakes. The operator can select automatic declutch of the transmission when braking by selecting the setting in the conronics.

**Parking brake:** Dry disc brake. Applied by spring force, electro-hydraulic release with a switch on the instrument panel.

**Secondary brake:** Dual brake circuits with rechargeable accumulators. One circuit or the parking brake fulfills all safety requirements.

**Standard:** The brake system complies with the requirements of ISO 3450.

		L110H	L120H
Number of brake discs per wheel front		1	1
Accumulators	l (gal)	3 x 1.0 (3 x 0.26)	3 x 1.0 (3 x 0.26)

## Cab

**Instrumentation:** All important information is centrally located in the operator's field of vision. Display for Contronic monitoring system.  
**Heater and defroster:** Heater coil with filtered fresh air and fan with auto and manual(11 speed) setting. Defroster vents for all window areas.  
**Operator's seat:** Operator's seat with adjustable suspension and retractable seatbelt. The seat is mounted on a bracket on the rear cab wall and floor. The forces from the retractable seatbelt are absorbed by the seat rails.  
**Standard:** The cab is tested and approved according to ROPS (ISO 3471, SAE J1040), FOPS (ISO 3449). The cab meets with requirements according to ISO 6055 (Operator overhead protection - Industrial trucks) and SAE J386 ("Operator Restraint System").

		L110H	L120H
Emergency exit: Use emergency hammer to break window			
Ventilation	m <sup>3</sup> /min (yd <sup>3</sup> /min)	9 (11.8)	9 (11.8)
Heating capacity	kW	16	16
Air conditioning (optional)	kW	7.5	7.5

## Lift Arm System

Torque Parallel linkage (TP-linkage) with high breakout torque and parallel movement throughout the entire lifting range.

		L110H	L120H
Lift cylinders		2	2
Cylinder bore	mm (in)	150 (5.9)	150 (5.9)
Piston rod diameter	mm (in)	80 (3.1)	80 (3.1)
Stroke	mm (in)	676 (26.6)	676 (26.6)
Tilt cylinder		1	1
Cylinder bore	mm (in)	210 (8.3)	210 (8.3)
Piston rod diameter	mm (in)	110 (4.3)	110 (4.3)
Stroke	mm (in)	412 (16.2)	412 (16.2)

## Hydraulic system

**System supply:** Two load-sensing axial piston pumps with variable displacement. The steering system always has priority.

**Valves:** Double-acting 2-spool valve. The main valve is controlled by a 2-spool pilot valve.

**Lift function:** The valve has four positions; raise, hold, lower and floating position. Inductive/magnetic automatic boom kickout can be switched on and off and is adjustable to any position between maximum reach and full lifting height.

**Tilt function:** The valve has three functions including rollback, hold and dump. Inductive/magnetic automatic tilt can be adjusted to the desired bucket angle.

**Cylinders:** Double-acting cylinders for all functions

**Filter:** Full flow filtration through 10 micron (absolute) filter cartridge.

		L110H	L120H
Working pressure maximum, pump 1 for working hydraulic system	MPa (bar)	27.0 ± 0.5 (270 ± 5)	29.0 ± 0.5 (290 ± 5)
Flow	l/min (gal/min)	128 (33.8)	128 (33.8)
at	MPa (bar)	10 (100)	10 (100)
engine speed	r/min (r/s)	1,900 (31.7)	1,900 (31.7)
Working pressure maximum, pump 2 for steering-, brake-, pilot- and working hydraulic system	MPa (bar)	29.0 ± 0.5 (290 ± 5)	31.0 ± 0.5 (310 ± 5)
Flow	l/min (gal/min)	128 (33.8)	128 (33.8)
at	MPa (bar)	10 (100)	10 (100)
engine speed	r/min (r/s)	1,900 (31.7)	1,900 (31.7)
Working pressure maximum, pump 3 for brake- and cooling fan system	MPa (bar)	21.0 ± 0.5 (210 ± 5)	21.0 ± 0.5 (210 ± 5)
Flow	l/min (gal/min)	33 (8.7)	33 (8.7)
at	MPa (bar)	10 (100)	10 (100)
engine speed	r/min (r/s)	1,900 (31.7)	1,900 (31.7)
Pilot system, working pressure	MPa (bar)	3.5 (35)	3.5 (35)
Cycle times			
Lift	s	5.4	5.4
Tilt	s	2.1	2.1
Lower, empty	s	2.5	2.5
Total cycle time	s	10	10

## Steering System

**Steering system:** Load-sensing hydrostatic articulated steering.

**System supply:** The steering system has priority feed from a load-sensing axial piston pump with variable displacement.

**Steering cylinders:** Two double-acting cylinders.

		L110H	L120H
Steering cylinders		2	2
Cylinder bore	mm (in)	80 (3.1)	80 (3.1)
Rod diameter	mm (in)	50 (2)	50 (2)
Stroke	mm (in)	486 (19.1)	486 (19.1)
Working pressure	MPa (bar)	21 (210)	21 (210)
Maximum flow	l/min (gal/min)	120 (31.7)	120 (31.7)
Maximum articulation	± °	40	40

## Service Refill

**Service accessibility:** Electrically openable engine hood with large opening angle giving excellent access to the engine compartment. Fluid filters and component breather air filters promote long service intervals. A quick-fit adapter on the hydraulic tank provides faster hydraulic oil fill. Possibility to monitor, log and analyze data to facilitate troubleshooting.

		L110H	L120H
Fuel tank	l (gal)	270 (71.3)	270 (71.3)
DEF/AdBlue® tank	l (gal)	25 (6.6)	25 (6.6)
Engine coolant	l (gal)	43 (11.4)	43 (11.4)
Hydraulic oil tank	l (gal)	133 (35.1)	133 (35.1)
Transmission oil	l (gal)	38 (10)	38 (10)
Engine oil	l (gal)	22 (5.8)	22 (5.8)
Axle oil front	l (gal)	36 (9.5)	36 (9.5)
Axle oil rear	l (gal)	41 (10.8)	41 (10.8)

## Sound Level

		L110H	L120H
Sound pressure level in cab according to ISO 6396			
L <sub>pA</sub>	dB	68	68
External sound level according to ISO 6395 and EU Noise Directive 2000/14/EC			
L <sub>WA</sub>	dB	106	106

# Specifications

		L110H				L120H			
Tires 23.5 R25 L3									
		Standard boom		Long boom		Standard boom		Long boom	
B	mm ft in	6,480 21'3"	7,010 23'0"	6,580 21'7"	7,070 23'2"				
C	mm ft in	3,200 10'6"	3,200 10'6"	3,200 10'6"	3,200 10'6"				
D	mm ft in	430 1'5"	430 1'5"	440 1'5"	440 1'5"				
F	mm ft in	3,380 11'1"	3,380 11'1"	3,380 11'1"	3,390 11'1"				
G	mm ft in	2,131 7'0"	2,134 7'0"	2,132 7'0"	2,133 7'0"				
J	mm ft in	3,700 12'2"	4,240 13'11"	3,760 12'4"	4,310 14'2"				
K	mm ft in	4,030 13'3"	4,550 14'11"	4,100 13'5"	4,630 15'2"				
O	°	55	54	54	55				
Pmax	°	50	46	50	49				
R	°	40	41	42	42				
R1*	°	44	48	45	50				
S	°	66	64	68	64				
T	mm ft in	98 0'3.9"	89 0'3.5"	119 0'4.7"	127 0'5"				
U	mm ft in	430 1'5"	610 2'0"	450 1'6"	640 2'1"				
X	mm ft in	2,070 6'9"	2,070 6'9"	2,070 6'9"	2,070 6'9"				
Y	mm ft in	2,670 8'9"	2,670 8'9"	2,670 8'9"	2,670 8'9"				
Z	mm ft in	3,310 10'10"	3,820 12'6"	3,340 10'11"	3,720 12'3"				
a <sub>2</sub>	mm ft in	5,730 18'10"	5,730 18'10"	5,730 18'10"	5,730 18'10"				
a <sub>3</sub>	mm ft in	3,060 10'1"	3,060 10'1"	3,060 10'1"	3,060 10'1"				
a <sub>4</sub>	±°	40	40	40	40				
		Standard boom with 3.0 m <sup>3</sup> / 3.9 yd <sup>3</sup> STE H T bucket	Long boom with 2.6 m <sup>3</sup> / 3.4 yd <sup>3</sup> STE P BOE bucket	Standard boom with 3.3 m <sup>3</sup> / 4.3 yd <sup>3</sup> STE H T bucket	Long boom with 2.6 m <sup>3</sup> / 3.4 yd <sup>3</sup> STE P BOE bucket				

\* Carry position SAE

Where applicable, specifications and dimensions are according to ISO 7131, SAE J732, ISO 7546, SAE J742, ISO 14397, SAE J818.

## L110H

Sales code: WLA80832

Operating weight

(incl. logging cw 685 kg / 1,510 lb): 19,916 kg / 43,920 lb

Operating load: 5,850 kg / 12,900 lb

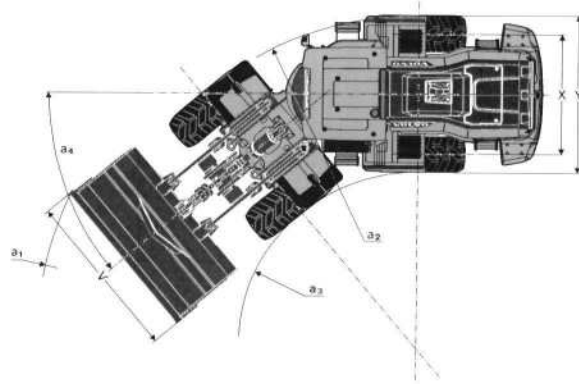
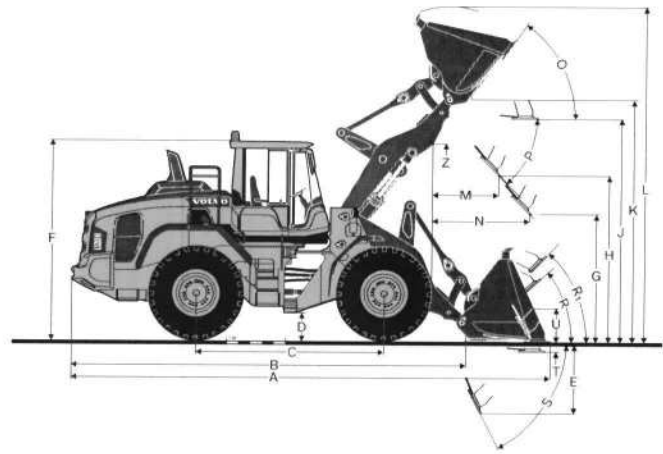
## L120H

Sales code: WLA80832

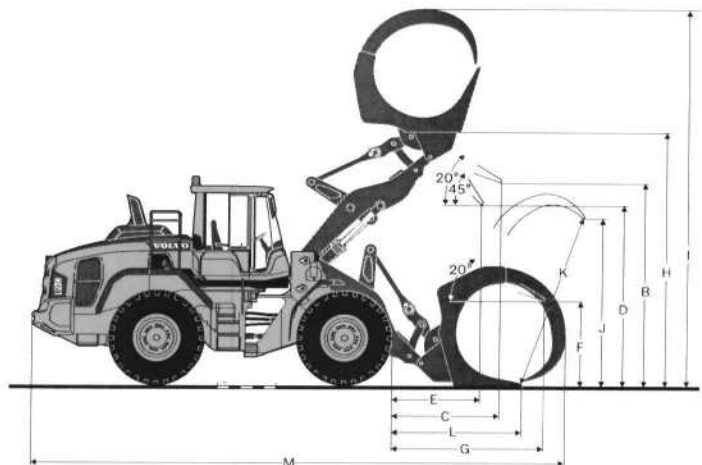
Operating weight

(incl. logging cw 685 kg / 1,510 lb): 20,713 kg / 45,660 lb

Operating load: 6,400 kg / 14,110 lb



		L110H		L120H	
Tires: 750/65 R25					
A	m <sup>2</sup> ft <sup>2</sup>	2.4	25.8	2.4	25.8
B	mm in	3,470	11'5"	3,470	11'8"
C	mm in	1,850	6'1"	1,850	6'2"
D	mm in	2,850	9'4"	2,850	9'7"
E	mm in	1,460	4'10"	1,460	4'11"
F	mm in	1,520	5'0"	1,520	5'0"
G	mm in	2,720	8'11"	2,720	9'2"
H	mm in	4,580	15'0"	4,580	15'3"
I	mm in	6,620	21'9"	6,620	21'11"
J	mm in	2,790	9'2"	2,790	9'2"
K	mm in	2,990	9'10"	2,990	9'10"
L	mm in	2,060	6'9"	2,060	7'1"
M	mm in	8,770	28'9"	8,770	29'1"



# Specifications L110H

## L110H

Tires 23.5R25 XHA2 L3	REHANDLING*		GENERAL PURPOSE						ROCK**		LIGHT MATERIAL		LONG BOOM***	
	WLA86737	WLA86735	WLA86461	WLA86460	WLA86442	WLA86440	WLA93889	WLA92689	WLA92684	WLA86737				
	3.5 m <sup>3</sup> 4.6 yd <sup>3</sup> STE P BOE	3.5 m <sup>3</sup> 4.6 yd <sup>3</sup> STE H BOE	3.0 m <sup>3</sup> 3.9 yd <sup>3</sup> STE P T	3.0 m <sup>3</sup> 3.9 yd <sup>3</sup> STE H T	3.4 m <sup>3</sup> 4.4 yd <sup>3</sup> STE P BOE	3.4 m <sup>3</sup> 4.4 yd <sup>3</sup> STE H BOE	2.7 m <sup>3</sup> 3.5 yd <sup>3</sup> SPN P T SEG	5.5 m <sup>3</sup> 7.2 yd <sup>3</sup> LM H	9.5 m <sup>3</sup> 12.4 yd <sup>3</sup> LM H	3.5 m <sup>3</sup> 4.6 yd <sup>3</sup> STE P BOE				
Volume, heaped ISO/SAE	m <sup>3</sup> yd <sup>3</sup>	3.5 4.6	3.5 4.6	3.0 3.9	3.0 3.9	3.4 4.4	3.4 4.4	2.7 3.5	5.5 7.2	9.5 12.4	-	-		
Volume at 110% fill factor	m <sup>3</sup> yd <sup>3</sup>	3.9 5.0	3.9 5.0	3.3 4.3	3.3 4.3	3.7 4.9	3.7 4.9	3.0 3.9	6.1 7.9	10.5 13.7	-	-		
Static tipping load, straight	kg lb	14,760 32,550	14,070 31,020	15,890 35,040	14,600 32,200	14,850 32,740	14,150 31,200	13,800 30,430	13,230 29,160	13,360 29,460	-2,830	-6,230		
at 35° turn	kg lb	13,120 28,920	12,470 27,500	14,180 31,270	12,980 28,630	13,200 29,110	12,550 27,680	12,250 27,010	11,660 25,710	11,760 25,920	-2,580	-5,690		
at full turn	kg lb	12,630 27,850	12,000 26,470	13,680 30,160	15,510 34,580	12,710 28,030	12,080 26,640	11,790 26,000	11,200 24,690	11,280 24,880	-2,510	-5,530		
Breakout force	kN lb	162.1 36,430	149.7 33,670	181.9 40,900	167.4 37,650	160.4 36,070	148.3 33,350	143.0 32,150	115.2 25,910	101 22,610	-	-		
A	mm ft in	8,040 26'5"	8,150 26'9"	8,110 26'7"	8,250 27'1"	8,060 26'3"	8,170 26'10"	8,390 27'6"	8,590 28'2"	8,890 29'2"	510 18"	1'8"		
E	mm ft in	1,220 4'0"	1,320 4'4"	1,270 4'2"	1,400 4'7"	1,240 4'1"	1,340 4'5"	1,510 5'0"	1,710 5'7"	1,970 6'6"	-150 -4'10"	-1'8"		
H	mm ft in	2,820 9'3"	2,750 9'0"	2,790 9'2"	2,690 8'10"	2,810 9'3"	2,740 8'10"	2,510 8'7"	2,410 7'11"	2,200 7'3"	520 1'8"	1'8"		
L	mm ft in	5,470 18'3"	5,640 18'6"	5,410 17'9"	5,450 17'10"	5,500 18'1"	5,570 18'3"	5,550 18'2"	5,830 19'2"	6,000 19'8"	520 1'9"	1'9"		
M	mm ft in	1,170 3'10"	1,250 4'1"	1,210 3'11"	1,310 4'4"	1,180 3'10"	1,260 4'2"	1,400 4'7"	1,520 5'0"	1,730 5'8"	-40 -1"	-1"		
N	mm ft in	1,720 5'8"	1,750 5'9"	1,730 5'8"	1,770 5'10"	1,720 5'8"	1,760 5'9"	1,810 5'11"	1,790 5'11"	1,800 5'11"	430 1'5"	1'5"		
V	mm ft in	3,000 118"	3,000 118"	3,000 118"	3,000 118"	2,880 113"	2,880 113"	2,880 113"	3,000 118"	3,400 133"	-	-		
a, clearance circle	mm ft in	12,750 41'10"	12,800 42'0"	12,790 41'11"	12,850 42'2"	12,640 41'6"	12,700 41'8"	12,830 42'1"	13,060 42'10"	13,610 44'8"	410 1'4"	1'4"		
Operating weight	kg lb	18,490 42,550	19,510 43,030	19,760 43,570	19,240 42,420	19,200 42,340	19,420 42,830	19,660 43,340	19,880 43,840	20,100 44,320	1040 2,300	520 1,140		

\* Measured with additional rehandling counterweight | \*\* With MICHELIN 23,5R25 XMINE D2 L5 Tire | \*\*\* Based on 3.0 m<sup>3</sup> / 3.9 yd<sup>3</sup> STE H T bucket

### Bucket Selection Chart

The chosen bucket is determined by the density of the material and the expected bucket fill factor. The actual bucket volume is often larger than the rated capacity, due to the features of the TP linkage, including an open bucket design, good rollback angles in all positions and good bucket filling performance. The example represents a standard boom configuration. Example: Sand and gravel. Fill factor ~ 105%. Density 1.6 t/m<sup>3</sup> (2,700 lb/yd<sup>3</sup>).  
Result: The 3.4 m<sup>3</sup> (4.5 yd<sup>3</sup>) bucket carries 3.6 m<sup>3</sup> (4.7 yd<sup>3</sup>). For optimum stability always consult the bucket selection chart.

Material	Bucket fill, %		Material density		ISO/SAE bucket volume		Actual volum*	
			t/m <sup>3</sup>	lb/yd <sup>3</sup>	m <sup>3</sup>	yd <sup>3</sup>	m <sup>3</sup>	yd <sup>3</sup>
Earth/Clay	~ 110		1.8	3,030	3.0	3.9	3.3	4.3
			1.6	2,700	3.4	4.5	3.7	4.8
Sand/Gravel	~ 105		1.8	3,030	3.0	3.9	3.2	4.2
			1.6	2,700	3.4	4.5	3.6	4.7
Aggregate	~ 100		1.8	3,030	3.5	4.6	3.5	4.6
			1.6	2,700	3.5	4.6	3.5	4.6
Rock	≤100		1.7	2,866	2.7	3.5	2.7	3.5

The size of rock buckets is optimized for optimal penetration and filling capability rather than the density of the material.

Type of boom	Type of bucket	ISO/SAE Bucket volume	Material density: t/m <sup>3</sup> (lb/yd <sup>3</sup> )							
			L110H 0.8 (1,349)	1.0 (1,686)	1.2 (2,024)	1.4 (2,361)	1.6 (2,698)	1.8 (3,035)	2.0 (3,373)	
Standard boom	Rehandling	P 3.5 m <sup>3</sup> (4.6 yd <sup>3</sup> )					3.7 (4.8)	3.5 (4.6)		
		H 3.5 m <sup>3</sup> (4.6 yd <sup>3</sup> )					3.7 (4.8)	3.5 (4.6)		
	General purpose	P 3.0 m <sup>3</sup> (3.9 yd <sup>3</sup> )						3.3 (4.3)	3.0 (3.9)	
		H 3.0 m <sup>3</sup> (3.9 yd <sup>3</sup> )						3.3 (4.3)	3.0 (3.9)	
	Rock	P 3.4 m <sup>3</sup> (4.5 yd <sup>3</sup> )					3.7 (4.8)	3.4 (4.5)		
		H 3.4 m <sup>3</sup> (4.5 yd <sup>3</sup> )					3.7 (4.8)	3.4 (4.5)		
Long boom	Light material	P 2.7 m <sup>3</sup> (3.5 yd <sup>3</sup> )							2.7 (3.5)	2.6 (3.3)
		H 2.7 m <sup>3</sup> (3.5 yd <sup>3</sup> )							2.7 (3.5)	2.6 (3.3)
	Rehandling	P 5.5 m <sup>3</sup> (7.2 yd <sup>3</sup> )	10.0 (13.0)		5.8 (7.6)		5.5 (7.2)			
		H 5.5 m <sup>3</sup> (7.2 yd <sup>3</sup> )	9.5 (12.4)							
Long boom	General purpose	P 3.5 m <sup>3</sup> (4.6 yd <sup>3</sup> )					3.7 (4.8)	3.5 (4.6)		
		H 3.5 m <sup>3</sup> (4.6 yd <sup>3</sup> )					3.7 (4.8)	3.5 (4.6)		
	Rock	P 3.0 m <sup>3</sup> (3.9 yd <sup>3</sup> )						3.3 (4.3)	3.0 (3.9)	
		H 3.0 m <sup>3</sup> (3.9 yd <sup>3</sup> )						3.3 (4.3)	3.0 (3.9)	
Light material	P 2.7 m <sup>3</sup> (3.5 yd <sup>3</sup> )							2.7 (3.5)		
	H 2.7 m <sup>3</sup> (3.5 yd <sup>3</sup> )							2.7 (3.5)		

How to read bucket fill factor

### Supplemental Operating Data

Tires 23.5 R25 L3	Standard boom						Long boom					
	23.5 R25 L5			750/65 R25			750/65 R25		750/65 R25			
	mm	in		mm	in		mm	in	mm	in		
Width over tires			30			1.2	200		7.9	200		7.9
Ground clearance			50			2	±0		±0	±0		±0
Tipping load, full turn	kg	lb	490			1,078	430		946	310		682
Operating weight	kg	lb	670			1,474	640		1,408	640		1,408

# Specifications L120H

## L120H

Tires 23.5R25 XHA2 L3	REHANDLING*		GENERAL PURPOSE						ROCK**		LIGHT MATERIAL			LONG BOOM***
	WLA86739	WLA86738	WLA86323	WLA86307	WLA86325	WLA86308	WLA93890	WLA92689	WLA92684	WLA86739				
	3.8 m <sup>3</sup> 5.0 yd <sup>3</sup>	3.8 m <sup>3</sup> 5.0 yd <sup>3</sup>	3.3 m <sup>3</sup> 4.3 yd <sup>3</sup>	3.3 m <sup>3</sup> 4.3 yd <sup>3</sup>	3.6 m <sup>3</sup> 4.7 yd <sup>3</sup>	3.6 m <sup>3</sup> 4.7 yd <sup>3</sup>	3.0 m <sup>3</sup> 3.9 yd <sup>3</sup>	3.9 yd <sup>3</sup> SPN P T SEG	5.5 m <sup>3</sup> 7.2 yd <sup>3</sup>	9.5 m <sup>3</sup> 12.4 yd <sup>3</sup>	9.5 m <sup>3</sup> 12.4 yd <sup>3</sup>	3.8 m <sup>3</sup> 5.0 yd <sup>3</sup>		
	STE P BOE	STE H BOE	STE P T	STE H T	STE P BOE	STE H BOE			LM H	LM H		STE P BOE		
Volume, heaped ISO/SAE	m <sup>3</sup> yd <sup>3</sup>	3.8 5.0	3.8 5.0	3.3 4.3	3.3 4.3	3.6 4.7	3.6 4.7	3.0 3.9	5.5 7.2	9.5 12.4		- -		
Volume at 110% fill factor	m <sup>3</sup> yd <sup>3</sup>	4.2 5.5	4.2 5.5	3.6 4.7	3.6 4.7	4.0 5.2	4.0 5.2	3.3 4.3	6.1 7.9	10.5 13.7		- -		
Static tipping load, straight	kg lb	15,660 34,530	14,960 32,980	16,240 35,800	15,510 34,190	15,830 34,900	15,110 33,320	14,910 32,880	14,270 31,460	14,410 31,780	2,880 -6,360			
at 35° turn	kg lb	13,870 30,570	13,210 29,140	14,410 31,780	13,740 30,300	14,020 30,920	13,360 29,470	13,210 29,130	12,560 27,690	12,660 27,920	-2,630 -5,790			
at full turn	kg lb	13,340 29,400	12,700 28,000	13,880 30,600	13,220 29,150	13,490 29,750	12,850 28,330	12,710 28,030	12,050 26,570	12,140 26,780	-2,560 -5,620			
Breakout force	kN lb	163.7 36,790	151.7 34,120	184.0 41,370	169.1 38,020	168.8 37,950	156.1 35,880	150.5 33,850	121.6 27,340	106.1 23,850				
A	mm ft in	8,210 26'11"	8,320 27'3"	8,300 27'3"	8,410 27'7"	8,160 26'9"	8,270 27'2"	8,470 27'9"	8,690 28'6"	8,980 29'6"	500 1'8"			
E	mm ft in	1,300 4'3"	1,400 4'7"	1,380 4'6"	1,480 4'10"	1,260 4'1"	1,360 4'5"	1,520 5'0"	1,730 5'8"	1,990 6'7"	-20 -1"			
H	mm ft in	2,840 9'4"	2,770 9'1"	2,780 9'2"	2,710 8'11"	2,880 9'5"	2,800 9'2"	2,690 8'10"	2,480 8'1"	2,270 7'5"	520 1'8"			
L	mm ft in	5,710 18'9"	5,780 18'11"	5,530 18'2"	5,590 18'4"	5,570 18'3"	5,640 18'6"	5,690 18'8"	5,900 19'4"	6,070 19'11"	510 1'8"			
M	mm ft in	1,250 4'1"	1,330 4'4"	1,310 4'3"	1,390 4'7"	1,220 4'0"	1,300 4'3"	1,450 4'9"	1,560 5'1"	1,760 5'9"	-30 -1"			
N	mm ft in	1,820 6'0"	1,860 6'1"	1,850 6'1"	1,880 6'2"	1,810 5'11"	1,850 6'1"	1,930 6'4"	1,890 6'2"	1,910 6'3"	440 1'5"			
V	mm ft in	3,000 118"	3,000 118"	3,000 118"	3,000 118"	3,000 118"	3,000 118"	3,000 118"	3,000 118"	3,400 133"				
a, clearance circle	mm ft in	12,840 42'2"	12,900 42'4"	12,890 42'3"	12,950 42'6"	12,820 42'1"	12,870 42'3"	12,890 42'4"	13,130 43'1"	13,660 44'10"	420 1'4"			
Operating weight	kg lb	20,110 44,350	20,330 44,820	19,830 43,730	20,050 44,220	20,000 44,090	20,220 44,580	20,300 44,770	20,620 45,700	20,840 45,950	280 610			

\* Measured with additional rehandling counterweight | \*\* With MICHELIN 23,5R25 XMINE D2 L5 Tire | \*\*\* Based on 3,3 m<sup>3</sup> / 4.3 yd<sup>3</sup> STE H T bucket

### Bucket Selection Chart

The chosen bucket is determined by the density of the material and the expected bucket fill factor. The actual bucket volume is often larger than the rated capacity, due to the features of the TP linkage, including an open bucket design, good rollback angles in all positions and good bucket filling performance. The example represents a standard boom configuration. Example: Sand and gravel. Fill factor ~ 105%. Density 1.6 t/m<sup>3</sup> (2,700 lb/yd<sup>3</sup>).  
Result: The 3.4 m<sup>3</sup> (4.5 yd<sup>3</sup>) bucket carries 3.6 m<sup>3</sup> (4.7 yd<sup>3</sup>). For optimum stability always consult the bucket selection chart.

Material	Bucket fill, %	Material density	ISO/SAE bucket volume		Actual volum*			
			t/m <sup>3</sup>	lb/yd <sup>3</sup>	m <sup>3</sup>	yd <sup>3</sup>		
Earth/Clay	~ 110		1.8	3,030	3.3	4.3	3.6	4.7
			1.6	2,700	3.6	4.7	3.9	5.1
Sand/Gravel	~ 105		1.8	3,030	3.3	4.3	3.5	4.6
			1.6	2,700	3.6	4.7	3.8	5.0
Aggregate	~ 100		1.8	3,030	3.8	5.0	3.8	5.0
			1.6	2,700				
Rock	≤100		1.7	2,866	3.0	3.9	3.0	3.9

The size of rock buckets is optimized for optimal penetration and filling capability rather than the density of the material.

Type of boom	Type of bucket	ISO/SAE Bucket volume	Material density: t/m <sup>3</sup> (lb/yd <sup>3</sup> )						
			L120H 0.8 (1,349)	1.0 (1,686)	1.2 (2,024)	1.4 (2,361)	1.6 (2,698)	1.8 (3,035)	2.0 (3,373)
Standard boom	Rehandling	P 3.8 m <sup>3</sup> (5.0 yd <sup>3</sup> )					4.0 (5.2)	3.9 (5.0)	
		H 3.8 m <sup>3</sup> (5.0 yd <sup>3</sup> )					4.0 (5.2)	3.8 (5.0)	
	General purpose	P 3.3 m <sup>3</sup> (4.3 yd <sup>3</sup> )						3.6 (4.7)	3.3 (4.3)
		H 3.3 m <sup>3</sup> (4.3 yd <sup>3</sup> )						3.6 (4.7)	3.3 (4.3)
		P 3.6 m <sup>3</sup> (4.7 yd <sup>3</sup> )						4.0 (5.2)	3.6 (4.7)
		H 3.6 m <sup>3</sup> (4.7 yd <sup>3</sup> )						4.0 (5.2)	3.6 (4.7)
Rock	P 3.0 m <sup>3</sup> (3.9 yd <sup>3</sup> )						3.0 (3.9)	2.8 (3.7)	
	H 3.0 m <sup>3</sup> (3.9 yd <sup>3</sup> )						3.0 (3.9)	2.8 (3.7)	
Long boom	Light material	H 5.5 m <sup>3</sup> (7.2 yd <sup>3</sup> )	10.0 (13.0)	5.8 (7.6)	5.5 (7.2)				
		H 9.5 m <sup>3</sup> (12.4 yd <sup>3</sup> )		9.5 (12.4)					
	Rehandling	P 3.8 m <sup>3</sup> (5.0 yd <sup>3</sup> )					4.0 (5.2)	3.9 (5.0)	
		P 3.3 m <sup>3</sup> (4.3 yd <sup>3</sup> )						3.6 (4.7)	3.3 (4.3)
		P 3.6 m <sup>3</sup> (4.7 yd <sup>3</sup> )						4.0 (5.2)	3.6 (4.7)
		H 3.6 m <sup>3</sup> (4.7 yd <sup>3</sup> )						4.0 (5.2)	3.6 (4.7)
Rock	P 3.0 m <sup>3</sup> (3.9 yd <sup>3</sup> )						3.1 (4.1)	3.0 (3.9)	
	H 3.0 m <sup>3</sup> (3.9 yd <sup>3</sup> )						3.1 (4.1)	3.0 (3.9)	

How to read bucket fill factor

### Supplemental Operating Data

Tires 23.5 R25 L3	Standard boom				Long boom			
	23.5 R25 L5		750/65 R25		750/65 R25		750/65 R25	
Width over tires	mm in	30	1.2	200	7.9	200	7.9	
Ground clearance	mm in	50	2	±0	±0	±0	±0	
Tipping load, full turn	kg lb	450	990	380	836	330	726	
Operating weight	kg lb	670	1,474	640	1,408	640	1,408	

# Equipment

## STANDARD EQUIPMENT

	L110H	L120H
<b>Engine</b>		
Exhaust after-treatment system	*	*
Three stage air cleaner, pre-cleaner, primary and secondary filter	*	*
Indicator for coolant level	*	*
Preheating of induction air	*	*
Fuel pre-filter with water trap	*	*
Fuel filter	*	*
Crankcase breather oil trap	*	*
Exterior radiator air intake protection	*	*
<b>Drivetrain</b>		
Automatic Power Shift	*	*
Fully automatic gearshifting, 1-4	*	*
PWM-controlled gearshifting	*	*
Forward and reverse switch by hydraulic lever console	*	*
Rimpull control	*	*
Indicator glass for transmission oil level	*	*
Differentials: Front, 100% hydraulic diff lock. Rear, conventional.	*	*
Lock-up first gear	*	*
OptiShift transmission with Lock-up RBB	*	*
<b>Electrical system</b>		
24 V, pre-wired for optional accessories	*	*
Alternator 24V/80A/2280W	*	*
Battery disconnect switch	*	*
Fuel gauge	*	*
Hour meter	*	*
Electric horn	*	*
Instrument cluster:		
Fuel level	*	*
Diesel Exhaust Fluid/AdBlue level	*	*
Transmission temperature	*	*
Coolant temperature	*	*
Instrument lighting	*	*
Lighting:		
Twin halogen front headlights with high and low beams	*	*
Parking lights	*	*
Double brake and tail lights	*	*
Turn signals with flashing hazard light function	*	*
Halogen work lights (2 front and 2 rear)	*	*
CoPilot	*	*
Load Assist	*	*
Operator Coaching	*	*
Delayed Engine Shutdown	*	*
<b>Contronic monitoring system</b>		
Monitoring and logging of machine data	*	*
Contronic display	*	*
Fuel consumption	*	*
Diesel Exhaust Fluid/AdBlue consumption	*	*
Ambient temperature	*	*
Clock	*	*
Test function for warning and indicator lights	*	*
Brake test	*	*
Test function, sound level at max fan speed	*	*
Warning and indicator lights:		
Battery charging	*	*
Parking brake	*	*
Warning and display message:		
Regeneration	*	*
Engine coolant temperature	*	*
Charge-air temperature	*	*
Engine oil temperature	*	*
Engine oil pressure	*	*
Transmission oil temperature	*	*
Transmission oil pressure	*	*
Hydraulic oil temperature	*	*
Brake pressure	*	*
Parking brake applied	*	*
Brake charging	*	*
Overspeed at direction change	*	*
Axle oil temperature	*	*
Steering pressure	*	*
Crankcase pressure	*	*
Attachment lock open	*	*
Safety Belt Warning	*	*
Level warnings:		
Fuel level	*	*
Diesel Exhaust Fluid/AdBlue level	*	*
Engine oil level	*	*
Engine coolant level	*	*
Transmission oil level	*	*
Hydraulic oil level	*	*
Washer fluid level	*	*
Engine torque reduction in case of malfunction indication:		
High engine coolant temperature	*	*
High engine oil temperature	*	*
Low engine oil pressure	*	*
High crankcase pressure	*	*
High charge-air temperature	*	*

## STANDARD EQUIPMENT

	L110H	L120H
Engine shutdown to idle in case of malfunction indication:		
High transmission oil temperature	*	*
Slip in transmission clutches	*	*
Keypad, background lit		
Start interlock when gear is engaged	*	*
<b>Hydraulic system</b>		
Main valve, double acting 2-spool with hydraulic pilots	*	*
Variable displacement axial piston pumps (3) for:		
1 Working hydraulics, Pilot hydraulics and Brake system	*	*
2 Working hydraulics, Pilot hydraulics, Steering and Brake system	*	*
3 Cooling fan and Brake system	*	*
Electro-hydraulic servo controls	*	*
Electronic hydraulic lever lock	*	*
Automatic boom kick-out	*	*
Automatic bucket positioner	*	*
Double-acting hydraulic cylinders	*	*
Indicator glass for hydraulic oil level	*	*
Hydraulic oil cooler	*	*
Max Boom height	*	*
<b>Brake system</b>		
Dual brake circuits	*	*
Dual brake pedals	*	*
Secondary brake system	*	*
Parking brake, electro-hydraulic	*	*
Brake wear indicators	*	*
<b>Cab</b>		
ROPS (ISO 3471), FOPS (ISO 3449)	*	*
Single key kit door/start	*	*
Acoustic inner lining	*	*
Cigarette lighter, 24 V power outlet	*	*
Lockable door	*	*
Cab heating with fresh air inlet and defroster	*	*
Fresh air inlet with two filters	*	*
Automatic heat control	*	*
Floor mat	*	*
Dual interior lights	*	*
Interior rear-view mirrors	*	*
Dual exterior rear-view mirrors	*	*
Sliding window, right side	*	*
Tinted windshield glass	*	*
Retractable seatbelt (SAE J386)	*	*
Adjustable steering wheel	*	*
Storage compartment	*	*
Document pocket	*	*
Sun visor	*	*
Beverage holder	*	*
Windshield washer front and rear	*	*
Windshield wipers front and rear	*	*
Interval function for front and rear wipers	*	*
<b>Service and maintenance</b>		
Engine oil remote drain and fill	*	*
Transmission oil remote drain and fill	*	*
Lubrication manifolds, ground accessible	*	*
Pressure check connections: transmission and hydraulic, quick-connects	*	*
Quick-fit hydraulic oil fill	*	*
Tool box, lockable	*	*
<b>External equipment</b>		
Orange hand rails	*	*
Fenders, front and rear	*	*
Viscous cab mounts	*	*
Rubber engine and transmission mounts	*	*
Frame, joint lock	*	*
Vandalism lock prepared for		
Engine compartment	*	*
Radiator grille	*	*
Lifting eyes	*	*
Tie-down eyes	*	*
Fabricated counterweight	*	*
Counterweight, pre-drilled for optional guards	*	*

# Equipment

## OPTIONAL EQUIPMENT

	L110H	L120H
<b>Engine</b>		
Air pre-cleaner, cyclone type	*	*
Air pre-cleaner, oil-bath type	*	*
Air pre-cleaner, turbo type	*	*
Engine auto shutdown	*	*
Engine delayed shutdown	*	*
Engine block heater	*	*
Fuel fill strainer	*	*
Fuel heater	*	*
Hand throttle control	*	*
Max. fan speed, hot climate	*	*
Radiator, corrosion-protected	*	*
Reversible cooling fan	*	*
Reversible cooling fan and axle oil cooler	*	*
<b>Tires</b>		
23.5 R25	*	*
750/65 R25	*	*
<b>Electrical system</b>		
Anti-theft device	*	*
Alarm kit, anti-theft function in WECU	*	*
Battery disconnect switch, additional in cab	*	*
Emergency stop	*	*
Locking device, Tag out Lock out	*	*
Headlights, assym. left	*	*
License plate holder, lighting	*	*
Rear view camera, monitor	*	*
Rear view mirrors, el.adjusted and heated	*	*
Rear view mirrors, long arm right	*	*
Rear view mirrors, el.adjusted and heated, long arm right	*	*
Reduced function working lights, reverse gear activated	*	*
Reverse alarm, audible	*	*
Reverse alarm, white noise	*	*
Reverse warning light, strobe lighting	*	*
Seatbelt indicator, external	*	*
Shortened headlight support brackets	*	*
Side marker lamps	*	*
Warning beacon LED	*	*
Warning beacon LED automatic	*	*
LED Head Light	*	*
LED tail light	*	*
LED working lights, attachments	*	*
LED working lights on cab, front and rear	*	*
LED working lights on cab, front, 2 alt. 4 LED lamps	*	*
LED working lights on cab, rear, 2 alt. 4 LED lamps	*	*
LED working lights, rear in grille, 2 LED lamps	*	*
LED working lights, front above head lamps, 2 LED lamps	*	*
LED work lights, side on cab, 4 LED lamps	*	*
LED light packages	*	*
Working lights halogen, attachments	*	*
Working lights on cab halogen, front and rear	*	*
Working lights on cab halogen, rear	*	*
Electrical distribution unit 24 volt	*	*
Alternator 120 amp, heavy-duty	*	*
Radar detect system	*	*
Forward camera, colour	*	*
Parking brake alarm, audible for air susp seats	*	*
Jump start connector, NATO-Type	*	*
Can Bus Interface	*	*
Rearview camera in Co pilot	*	*
OnBoard Weighing	*	*
Tire pressure monitoring	*	*
MAP	*	*

## OPTIONAL EQUIPMENT

	L110H	L120H
<b>Hydraulic system</b>		
Boom suspension system	*	*
Separate attachment locking	*	*
Arctic kit, attachment locking hoses	*	*
Boom cylinder hose and tube guards	*	*
Hydraulic fluid, biodegradable, Volvo	*	*
Hydraulic fluid, fire-resistant	*	*
Hydraulic fluid, for hot climate	*	*
Hydraulic 3rd function	*	*
Hydraulic 3rd-4th function	*	*
Hydraulic constant flow control with detent for 3rd function	*	*
Single lever control, hydraulics 2 functions	*	*
Single lever control, hydraulics 3 functions	*	*
Single lever control, hydraulics 4 functions	*	*
<b>Brake system</b>		
Oil cooler and filter front & rear axle	*	*
Diff lock front 100%, Limited Slip rear	*	*
Agri power-shift / lock-up 1 -> 4	*	*
Speed limiter	*	*
Stainless steel, brake lines	*	*
<b>Cab</b>		
Anchorage for Operator's manual	*	*
Automatic Climate Control, ACC	*	*
ACC control panel, with Fahrenheit scale	*	*
Asbestos dust protection filter	*	*
Ashtray	*	*
Cab air pre-cleaner, cyclone type	*	*
Carbon filter	*	*
Cover plate, under cab	*	*
Lunch box holder	*	*
Volvo Armrest, operator's seat, left	*	*
Operator's seat, Volvo air susp, heavy-duty, high back, heated	*	*
Operator's seat, (air seat std) 2-point seat belt	*	*
Operator's seat, (air seat std) 3-point seat belt	*	*
Operator's seat, Premium Comfort ISRI	*	*
Operator's seat, Premium Comfort ISRI 3-point seat belt	*	*
Radio installation kit incl. 12 volt outlet, left side	*	*
Radio installation kit incl. 12 volt outlet, right side	*	*
Radio (with AUX, Bluetooth and USB connection)	*	*
DAB Radio	*	*
Subwoofer	*	*
Steering wheel knob	*	*
Sun blinds, rear windows	*	*
Sun blinds, side windows	*	*
Timer cab heating	*	*
Window, sliding, door	*	*
Universal door/ignition key	*	*
Remote door opener	*	*
Forward view mirror	*	*
Cab heater power outlet 240V	*	*
Cab, Hot applications. Roof, steel	*	*
Fire extinguisher cab	*	*
Outside steel protection cab	*	*
Rear view mirrors long arm, cab	*	*
Reinforced windshield, flat	*	*
<b>Service and maintenance</b>		
Automatic lubrication system	*	*
Automatic lubrication system for long boom	*	*
Grease nipple guards	*	*
Oil sampling valve	*	*
Refill pump for grease to lube system	*	*
Tool kit	*	*
Wheel nut wrench kit	*	*
CareTrack, GSM, GSM/Satellite	*	*
Telematics, Subscription	*	*



**OPTIONAL EQUIPMENT**

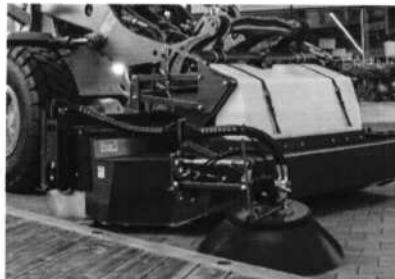
	L110H	L120H
<b>Protective Equipment</b>		
Belly guard front	•	•
Belly guard rear	•	•
Cover plate, heavy-duty, front frame	•	•
Cover plate, rear frame	•	•
Cover plate, front/rear axle	•	•
Cab roof, heavy-duty	•	•
Guards for front headlights	•	•
Guards for radiator grill	•	•
Guards for tail lights	•	•
Windows, side and rear guards	•	•
Windshield guard	•	•
Wheel/axle seal guards	•	•
Corrosion protection, painting of machine	•	•
Corrosion protection, painting of attachment bracket	•	•
Bucket Teeth protection	•	•
<b>Other Equipment</b>		
CE-marking	•	•
Comfort Drive Control (CDC)	•	•
Counterweight, logging	•	•
Secondary steering with automatic test function	•	•
Sound decal, EU	•	•
Sound decal, USA	•	•
Reflecting stickers (decals), machine contour	•	•
Reflecting stickers (stripes), machine contour Cab	•	•
Option for machines without dinitrol	•	•
Noise reduction kit, exterior	•	•
Sign, slow moving vehicle	•	•
Sign, 50 km/h	•	•

**OPTIONAL EQUIPMENT**

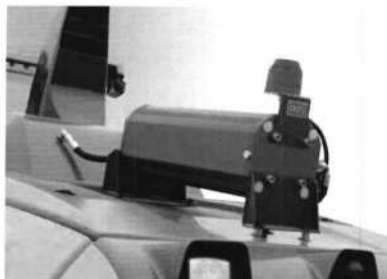
	L110H	L120H
<b>External equipment</b>		
Cab ladder, rubber-suspended	•	•
Deleted front mudguards & wideners rear	•	•
Handles on counterweight	•	•
Fire suppression system	•	•
Mudguards, full cover, rear for 80-series tires	•	•
Mudguards, full cover, rear for 65-series tires	•	•
Long boom	•	•
Tow hitch	•	•
<b>Attachments</b>		
<b>Buckets:</b>		
Rock straight or spade nose		
General purpose	•	•
Re-handling		
Light material		
<b>Wear parts:</b>		
Bolt-on and weld-on bucket teeth		
Segments	•	•
Cutting edge in three sections, bolt-on		
Fork equipment	•	•
Material handling arm	•	•
Log grapples	•	•

**SELECTION OF VOLVO OPTIONAL EQUIPMENT**

**Additional auxiliary hydraulics**



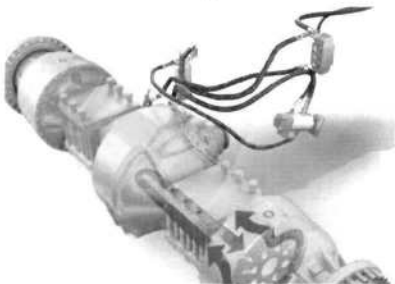
**Fire suppression system**



**Rehandling counterweight**



**External axle oil cooling**



**LED light packages**



**Long boom**



Not all products are available in all markets. Under our policy of continuous improvement, we reserve the right to change specifications and design without prior notice. The illustrations do not necessarily show the standard version of the machine.

DB:dh  
04-11-23

R-9

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) VOLVO L35GS  
COMPACT WHEEL LOADER FROM HOFFMAN EQUIPMENT**

WHEREAS, there exists a need to purchase one (1) Volvo L35GS Compact Wheel Loader from Hoffman Equipment; and

WHEREAS, pursuant to N.J.S.A. 52:34-6.2(b)(3), a municipality is permitted to make purchases and contract for services through the use of a nationally-recognized and accepted cooperative; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the approved budget of the City of Camden under line item "2-01-C2-886-873 & 3-01-E6-709-917" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden, that the contract be awarded to Hoffman Equipment, 300 So. Randolphville Road, Piscataway, NJ 08854 for the purchase of one (1) Volvo L35GS Compact Wheel Loader from Hoffman Equipment under ESCNJ #22/23-12 Co-Op #65MCESCCPS for use by Department of Public Works, in the amount of ONE HUNDRED NINETEEN THOUSAND SIX HUNDRED TWENTY DOLLARS AND SIXTY-FOUR CENTS (\$119,620.64), according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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.

Dated: April 11, 2023

The above has been reviewed  
and approved as to form.

  
for DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: HOFFMAN EQUIPMENT

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 2-01-C2-886-873 (\$111,135.64)  
3-01-E6-709-917(\$8485.00)

AMOUNT: \$

APPROPRIATION RESERVE:

AMOUNT: \$

- DEDICATED BY RIDER:

AMOUNT: \$

- RESERVE FOR STATE AND FEDERAL GRANT:

AMOUNT: \$

- CAPITAL ORDINANCE

AMOUNT: \$

- TRUST ACCOUNT:

AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE \$ 119,620.64

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: AUTHORIZING THE PURCHASE OF ONE (1) VOLVO L35GS COMPACT WHEEL LOADER FROM HOFFMAN EQUIPMENT UNDER ESCNJ CO-OP #65MCESCCPS(22/23-12)

  
\_\_\_\_\_  
Gerald C. Seneski  
*Director of Finance*  
Date: 3/20/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 04/11/2023

TO: City Council  
FROM:

**TITLE OF ORDINANCE/RESOLUTION: Authorizing the purchase of one (1) Volvo L35GS Compact Wheel Loader from Hoffman Equipment under ESCNJ Co-op #65MCESCCPS (22/23-12)**

Point of Contact:	Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director Supporting Department Director (if necessary) Director of Grants Management	Y		3-21-23	
Qualified Purchasing Agent Director of Finance	Y		3/20/23	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:  
City Attorney

Signature

Date

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Authorizing the purchase of one (1) Volvo L35GS Compact Wheel Loader from Hoffman Equipment under ESCNJ Co-op #65MCESCCPS (22/23-12)

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- Replaces 1995 Case 621B Front End Loader that has reached end of life and slated for scrap
- Currently one (1) working front loader (721) available in the City's fleet

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$119,620.64

**APPROPRIATION NUMBER:** 2-01-C2-886-873 (\$111,135.64) & 3-01-E6-709-917 (\$8,485.00)

**IMPACT STATEMENT:**

- The purchase of this truck will replace a current loader that is approximately 28 years old
- This truck will slowly increase the aged frontline vehicles currently in the City's fleet.
- DPW employees utilizes the front loaders to clear yards, pick up trash and other public safety duties

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

**Prepared by:** LATEEAH CHANDLER

**856-757-7159**

---

Name

Phone/Email

**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	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	HOFFMAN EQUIPMENT
Purpose or Need for service:	PURCHASE OF NEW VOLVO L35GS COMPACT HIGH SPEED LOADER
Contract Award Amount	\$ 119,620.64
Term of Contract	~ DAYS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.J.A.C 5:34-7.12
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 \_\_\_\_\_

\_\_\_\_\_  
\*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 Financial Officer affirms that there is adequate funding available for this action.

  
\_\_\_\_\_  
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.

NIK ESONS 02/23-12 Date \_\_\_\_\_  
Certifying Officer

***For LGS use only:***

Approved  Denied

\_\_\_\_\_  
Date \_\_\_\_\_

Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

**CAMDEN CITY**

520 MARKET STREET  
 P O BOX 95120  
 CAMDEN, NJ 08101-5120  
 TEL (856)757-7000

REQUISITION	
NO.	23-00605

S H I P T O	PUBLIC WORKS - FLEET 101 NEWTON AVE 2ND FL CAMDEN, NJ 08103 CHERYL PINE
	VENDOR #: HOF03 HOFFMAN EQUIPMENT 300 S RANDOLPHVILLE ROAD PISCATAWAY, NJ 08854

ORDER DATE: 03/06/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

*April - May*

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	VOLVE L35GS COMPACT WHEEL LOAD ACQUISITION OF ONE E(1) NEW VOLVO L45GS COMPACT WHEEL LOADER TO REPLACE 621B FRONT END LOADER, FOR HTE DEPARTMENT OF PUBLIC WORKS	<del>3-01-E6-709-999</del>	0.0000	0.00
	TOTAL COST \$ 119,620.64 (SEE BELOW)			
	7A ARP FUNDING \$ 111,135.64			
	CITY FUNDING \$ 8,485.00			
	MUNICIPAL REP: KEITH WALKER/CHERYL PINE 609-705-7467			
	RES #: RES DATE :			
1.00	PRE DELIVERY INSP	3-01-E6-709-999-917	0.0000	750.00
1.00	FREIGHT	3-01-E6-709-999-917	0.0000	500.00
1.00	60MTH/7500 HR WARRANTY	3-01-E6-709-999-917	0.0000	725.00
	TOTAL			0.00
				# 111,135.64
				# 119,620.64

CITY OF CAMDEN  
 2023 MAR -7 AM 9:43

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

*[Signature]*  
 Department Head 3-6-23  
 Date

*[Signature]*  
 Receiver of Goods 3/4/23  
 Date

**FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU**





City of Camden Director of Public Works  
101 Newton Ave.  
Camden, NJ 08103

February 28, 2023

Attn: Mr. Keith Walker

Dear Keith,

I am pleased to offer the following quote for your consideration:

Non-contract items for one (1) new Volvo L35GS compact wheel loader:

- \$750 PDI of machine prior to delivery
- \$500 freight
- \$7,235 GGC 60 month 7500 hour full machine warranty w TTM
- Included Volvo Lifetime Warranty on Frame, Articulation joint, Loader arm
- \$8,485 Total

Thank you for the opportunity to quote on your construction equipment needs.

Sincerely,

Mike Breslin  
Equipment Sales  
215-284-7223



**Quotation**

300 S. RANDOLPHVILLE RD.  
 PISCATAWAY, NEW JERSEY 08854  
 (732)752-3600 FAX: (732)968-8371  
 WEBSITE: www.hoffmanequip.com

Tax ID	Quote	Customer	Date
222176843	ESCNJ	CAMDE005	2/28/2023

Sold To: City of Camden  
 Public Works Department  
 101 Newton Ave.  
 Camden NJ 08103

NOTE: State Approved Co-op # 65MCESCCPS

Ship Via F.O.B.

BR	MAKE	MODEL	SERIAL #	EQUIP#	HOURS	SALESMAN	BUYER PO	SHIPPED
03	VO	L35GS	TBD	TBD		MB		
ORDER	SHIP	PART	DESCRIPTION			List	AMOUNT	
1	1	L35GS	Volvo L35GS Compact Loader High Speed 18.6 mph			\$127,693.00	\$127,693.00	
1	1	CL20039	DU 405/70 R20 T9 width over tires 76"			\$7,579.00	\$7,579.00	
1	1	CL25050	Front Mudflaps			\$143.00	\$143.00	
1	1	CL30065	Engine Block Heater 110V			\$681.00	\$681.00	
1	1	CL33018	T4F Engine with DOC only			\$0.00	\$0.00	
1	1	CL33051	Reversible cooling fan			\$579.00	\$579.00	
1	1	CL40050	Cab, ROPS & FOPS			\$10,032.00	\$10,032.00	
1	1	CL41053	Seat, heated air-suspension			\$2,286.00	\$2,286.00	
1	1	CL42050	Rearview mirror inside cab			\$0.00	\$0.00	
1	1	CL42063	Windshield, laminated			\$0.00	\$0.00	
1	1	CL42071	Display unit mph			\$0.00	\$0.00	
1	1	CL43050	3" Seat Belt			\$223.00	\$223.00	
1	1	CL44051	Heat and A/C			\$6,854.00	\$6,854.00	
1	1	CL45053	Radio			\$751.00	\$751.00	
1	1	CL47050	Single lever control incorporating 3rd function			\$1,269.00	\$1,269.00	
1	1	CL48050	Flow Share function (only with CL47050 lever)			\$0.00	\$0.00	
1	1	CL50003	Work lights, fron (2) and rear (2) *Delete when canopy is ordered*			\$0.00	\$0.00	
1	1	CL51050	Back up alamr, audible			\$0.00	\$0.00	
1	1	CL52062	CareTrack, GSM/Satellite			\$1,214.00	\$1,214.00	
1	1	CL52065	De-activate SAT SW			\$0.00	\$0.00	
1	1	CL54051	Rotating Beacon foldable			\$571.00	\$571.00	
1	1	CL60050	Hydraulic oil ISO VG 46			\$0.00	\$0.00	
1	1	CL61002	Switch bucket leveler (disbale)			\$0.00	\$0.00	
1	1	CL61007	Boom kickout and bucket leveler (combi)			\$1,234.00	\$1,234.00	
1	1	CL61051	Boom suspension system			\$6,186.00	\$6,186.00	
1	1	CL62051	Volvo hydraulic quick couplings (2) for 3rd function			\$369.00	\$369.00	
1	1	CL71002	Protective wax coating for shipping			\$901.00	\$901.00	
1	1	CL72067	Manual US Version			\$0.00	\$0.00	
1	1	CL80064	Frame Life Time WarrantyCertif			\$0.00	\$0.00	
1	1	CL81051	Standard pain, Volvo design			\$0.00	\$0.00	
1	1	CL81057	Decal set NA			\$0.00	\$0.00	
1	1	CL90051	Std. Attachment Bracket (Z)			\$0.00	\$0.00	
1	1	CL11391111	79" 1.6 YD3 GP Bucket w/o Teeth (Z)			\$5,438.00	\$5,438.00	
1	1	CL11391147	79" BOCE 3 piece			\$2,686.00	\$2,686.00	
1	1	CL2812454	53" standard fork frame			\$2,056.00	\$2,056.00	
1	1	CL2890381	48" standard fork tines (2 tines)			\$1,670.00	\$1,670.00	

2/21/23

1	1				\$0.00
1	1				\$0.00
1	1				\$0.00
1	1				\$0.00
<p>The Educational Services Commission of New Jersey State Approved Co-Op          #65MCECCPS, Volvo Construction Equipment Q1 2019 Price Pages Wheel          Loaders 01/01/19, Grounds Equipment Bid #ESCNJ 18/19/25</p>				<b>SUB TOTAL</b>	<b>\$180,415.00</b>
				<b>38.4% ESCNJ</b>	<b>-\$69,279.36</b>
					<b>\$0.00</b>
					<b>\$111,135.64</b>
				<b>Customer Total Purchase Price Price</b>	<b>\$111,135.64</b>

# L30G, L35G in detail

## Engine

Volvo 4-cylinder, common rail, diesel engine compliant to EPA Tier 4f environmental regulations.

Maximum engine incline is 30 degrees in all directions.

Air cleaning:

1. Paper filter with indicator in cab
2. Safety filter

Exhaust after treatment system:

Cooled Exhaust Gas Recirculation (EGR), diesel oxidation catalyst (DOC)

		L30G	L35G
Engine	Volvo	D3.3M	D3.3M
Max power at	r/min (r/s)	2,600 (43.3)	2,600 (43.3)
SAE J1995 gross	kW (hp)	55.4 (74)	55.4 (74)
Max. torque at	r/min (r/s)	1,500 (25)	1,500 (25)
SAE J1995 gross	Nm (ft lbf)	265 (195)	265 (195)
Economic working range	r/min (r/s)	1,300 - 2,100 (21.7 - 35)	1,300 - 2,100 (21.7 - 35)
Displacement	l (in <sup>3</sup> )	3.3 (203)	3.3 (203)
Bore	mm (in)	98 (3.86)	98 (3.86)
Stroke	mm (in)	120 (7.323)	120 (7.323)

## Electrical system

Contronic electrical system with central warning light and buzzer, providing clear and easy to read information to the operator.

A keypad allows easy navigation on the central LCD display with main and sub information field.

Indicators and activation lights are available for various control and monitoring functions.

An audible warning alarm will sound and a central warning indicator will flash if abnormal operating values or error messages arise.

Gauges are available for coolant temperature and fuel level.

A fuse test port is available in the fuse box, allowing operators to perform initial investigations, reducing diagnostic time.

		L30G	L35G
Voltage	V	12	12
Batteries	V	1	1
Battery capacity	Ah	100	100
Alternator rating	W/A	1,260 / 90	1,260 / 90
Starter motor output	kW	3	3

## Drivetrain

The hydrostatic transmission allows for speed range change without any tractive power interruption.

Maximum tractive power is available in all speed ranges, regardless of the driving direction.

Single "Inch/brake pedal" for variable machine speed control and easy power transfer to the wheels at constant engine rpm.

Transmissions forward, neutral, reverse and differential locks buttons are all easy to reach on the multifunctional right joystick. This allows excellent ergonomics and greater efficiency in all applications thanks to the single-handed operation of the machine.

Two rigid portal axles provides long durability and best in class ground clearance. The central articulating-oscillating joint and all wheel drive allows excellent mobility in all ground conditions.

The 100% differential lock on both axles enable low tire wear on hard ground while maximizing traction force in soft terrain.

		L30G	L35G
Angle of oscillation	± °	10	10
Oscillation at wheel, max.	mm (in)	250 (9.8)	270 (10.6)
Track	mm (in)	1,482 (58.3)	1,532 (60.3)

## Travel speed, forward/reverse

		L30G	L35G
1st range	km/h (mi/h)	6 (3.7)	6 (3.7)
2nd range	km/h (mi/h)	20 (12.4)	20 (12.4)

## Low-speed version

		L30G	L35G
1st gear	km/h (mi/h)	6 (3.7)	6 (3.7)
2nd gear	km/h (mi/h)	20 (12.4)	20 (12.4)

## High-speed version

		L30G	L35G
1st gear	km/h (mi/h)	8 (5)	8 (5)
2nd gear	km/h (mi/h)	30 (18.6)	30 (18.6)

## Tires

	L30G	L35G
Size	365 / 80 R20	405 / 70 R20

## Linkage

Z-bar linkage providing high breakout force to the bucket and also parallel movement to the fork frame thanks to Volvo's specific kinematics.

	L30G	L35G	
Linkage system	Z-bar	Z-bar	
Lift cylinders	2	2	
Tilt cylinders	1	1	
Lift time (loaded)	s	6.5	5.5
Lowering time (empty)	s	3.5	3.5
Dump time	s	1.5	1.2

## Brake System

Service brake: an Inching-brake pedal provides hydrostatic wearless braking in the first stage for precise approach; if applied further the central disk brake takes over for final braking and machine immobilization.

Parking brake: Mechanically activated central drum brake, located on the rear axle dropbox and acting upon all four wheels.

## Steering System

Central articulating-ocillating joint with Elastic end-stops.

Hydrostatic steering powered via a dedicated gear pump allowing precise operation even at low engine revolutions: steering the machine does not influence the working hydraulic speed e.g. when lifting loads.

	L30G	L35G	
Steering cylinders	1	1	
Working pressure	MPa (psi)	19 (2,756)	19 (2,756)
Maximum flow	l/min (gal/min)	33.5 (8.85)	33.5 (8.85)
Max articulation	± °	40	40

## Cab

The cab is tested and approved according to ROPS (ISO 3471, SAE J1040) and FOPS (ISO 3449).

The cab is compliant with ISO 6055 requirements regarding Operator overhead protection - Industrial trucks and SAE J386 regarding Operator Restraint System.

The operator's seat features an adjustable suspension and a retractable seatbelt.

Fresh air is filtered through a large elements prior entering, ensuring extremely clean air distribution in the cab.

Several air vents enables fast de-misting and defrosting.

The contronic monitoring system provides all important information in a central position and all machine controls are located in the operator's field of vision.

## Hydraulic system

Working hydraulic system with pilot operated control valves.

System supply: A gear pump provides flow to the working hydraulic.

System control: Double-acting 3-spools main control valve.

The lift function has four positions: lift, hold (neutral), lower and float position.

The tilt function has three positions: rollback, hold (neutral) and dump.

A fourth hydraulic functions is available as options to power hydraulic implements (Hi-Tip bucket, angle sweeper etc...)

Filtration: Full-flow filtration through 10 micron (absolute) filter cartridge in a combined suction-return-filter.

Cooling: Thermostatically controlled oil flow to oil cooler (fast warm-up, optimized cooling).

	L30G	L35G	
Working pressure max	MPa (bar)	23 (230)	24 (240)
Flow	l/min (gal/min)	57 (15)	69 (18.2)
Aux flow	l/min (gal/min)	57 (15)	69 (18.2)
	MPa (bar)	17 (175)	17 (175)
Hi Flow	l/min (gal/min)	98 (26)	110 (29)
	MPa (bar)	21 (210)	21 (210)
at engine speed	r/min (r/s)	2,600 (43.3)	2,600 (43.3)

## Service Refill

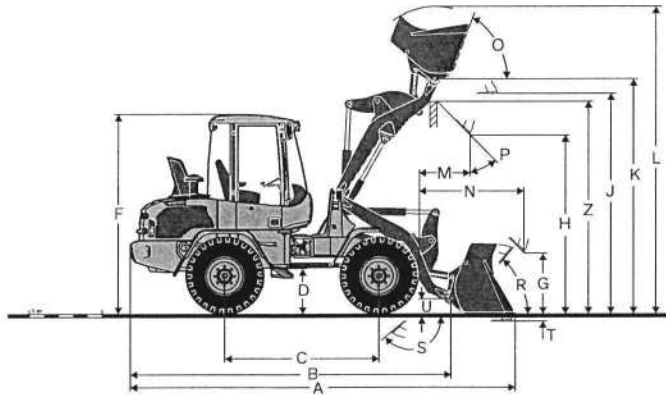
Ground level access, fuel filler and hydraulic oil filler well protected under the rear engine hood.

	L30G	L35G	
Fuel tank	l (gal)	84 (22.2)	84 (22.2)
Engine oil	l (gal)	11.2 (3)	11.2 (3)
Engine coolant	l (gal)	11 (2.9)	11 (2.9)
Hydraulic tank	l (gal)	54 (14.3)	54 (14.3)
Front axle oil	l (gal)	12.2 (3.2)	12.2 (3.2)
Rear axle oil	l (gal)	13.5 (3.6)	13.5 (3.6)

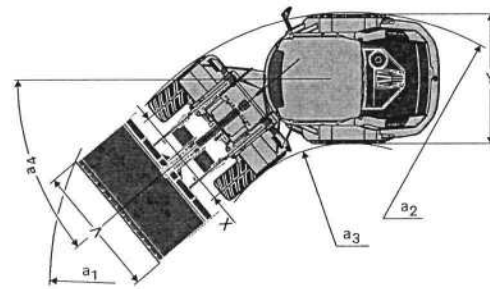
## Sound Level

	L30G	L35G	
Sound pressure level in cab according to ISO 6396:			
L <sub>pA</sub>	dB	75	75
External sound level according to ISO 6395 and EU Noise Directive 2000/14/EC:			
L <sub>WA</sub>	dB	99	99

# Specifications



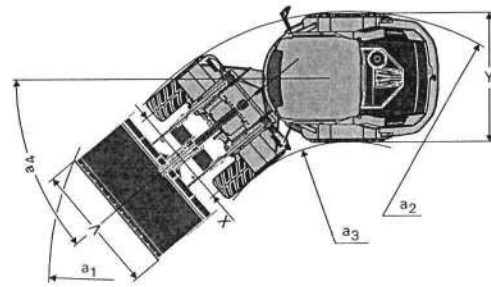
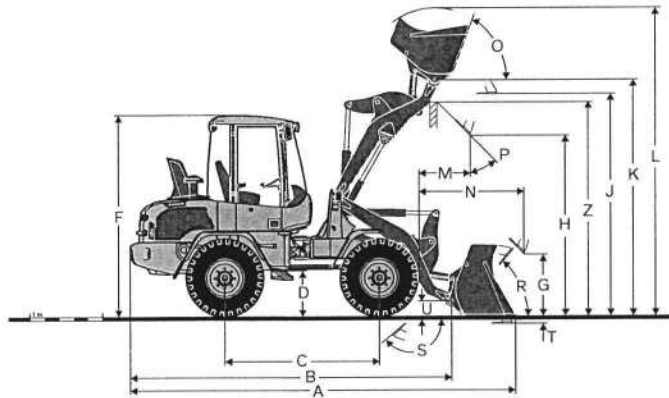
Description	Unit		L30G Z-BAR	
			with 365/80 R20 tires	
B	mm	ft in	4,480	14'8"
C	mm	ft in	2,150	7'1"
D	mm	ft in	600	2'0"
F	mm	ft in	2,740	9'0"
G	mm	ft in	900	2'11"
J	mm	ft in	3,060	10'0"
K	mm	ft in	3,260	10'8"
O	°		70	
P	°		45	
R	°		50	
S	°		140	
U	mm	ft in	200	8'0"
X	mm	ft in	1,482	4'10"
Y	mm	ft in	1,835	6'0"
Z	mm	ft in	2,960	9'9"
a <sub>2</sub>	mm	ft in	3,900	12'10"
a <sub>3</sub>	mm	ft in	2,030	6'8"
a <sub>4</sub>	°		±40	



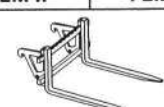
Description	Unit		L30G Z-BAR	
With Loading Fork Centre of gravity 500mm				
	Tipping load, full turn (ISO / DIS)	kg lb	3,000	6,614
	Payload according to EN 474-3, 60/80%	kg lb	1,800 / 2,400	3,968 / 5,291
Payload 80%, transport position, 40° full turn	kg lb	2,500	5,512	

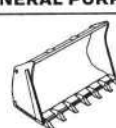


Description	Unit		L30G Z-BAR							
			GENERAL PURPOSE		Light material bucket		4-in-1			
with 365/80 R20 tires										
	Capacity heaped	m <sup>3</sup> yd <sup>3</sup>	1	1.3	1.1	1.4	1.5	2	0.9	1.2
Material density	kg/m <sup>3</sup> lb/yd <sup>3</sup>	1,900	3,203	1,700	2,865	1,000	1,686	1,900	3,203	
Static tipping load, straight (ISO / DIS)	kg lb	4,350	9,590	4,250	9,370	4,050	8,929	4,000	8,818	
Static tipping load, full turn 40° (ISO / DIS)	kg lb	3,850	8,488	3,800	8,378	3,600	7,937	3,550	7,826	
Hydraulic lifting capacity, max.	kN lbf	57	12814	55.5	12477	54	12140	53	11915	
Breakout force	kN lbf	61	13,713	53	11,915	44	9,892	53	11,915	
A Total length	mm ft in	5,280	17'4"	5,380	17'8"	5,550	18'1"	5,380	17'8"	
L Lift height, max.	mm ft in	4,220	13'10"	4,260	14'0"	4,420	14'6"	4,135	13'7"	
V Bucket width	mm ft in	1,900	6'3"	1,900	6'3"	2,000	6'7"	1,900	6'3"	
a <sub>1</sub> Clearance circle	mm ft in	8,490	27'10"	8,550	28'1"	8,730	28'8"	8,560	28'1"	
T Digging depth	mm ft in	50	0'2"	50	0'2"	50	0'2"	55	0'2"	
H Dump height	mm ft in	2,580	8'6"	2,505	8'3"	2,385	7'10"	2,480	8'2"	
M Reach at max. height	mm ft in	680	2'3"	745	2'5"	860	2'10"	710	2'4"	
N Reach, max.	mm ft in	1,455	4'9"	1,525	5'0"	1,640	5'5"	1,490	4'11"	
Operating weight	kg lb	5,500	12,125	5,520	12,170	5,600	12,346	5,710	12,588	

# Specifications



Description	Unit		L35G Z-BAR	
			with 405/70 R20 tires	
B	mm	ft in	4,485	14'9"
C	mm	ft in	2,150	7'1"
D	mm	ft in	610	2'0"
F	mm	ft in	2,745	9'0"
G	mm	ft in	900	2'11"
J	mm	ft in	3,145	10'4"
K	mm	ft in	3,345	11'0"
O	°		66	
P	°		45	
R	°		50	
S	°		135	
U	mm	ft in	200	0'8"
X	mm	ft in	1,532	5'0"
Y	mm	ft in	1,932	6'4"
Z	mm	ft in	3,050	10'0"
a <sub>2</sub>	mm	ft in	3,960	13'0"
a <sub>3</sub>	mm	ft in	1,980	6'6"
a <sub>4</sub>	°		±40	

Description	Unit	L35G Z-BAR			
		FEM II		FEM III	
<b>With Loading Fork</b> Centre of gravity 500mm 					
Tipping load, full turn (ISO / DIS)	kg lb	3,340	7363	3,300	7275
Payload according to EN 474-3, 60/80%	kg lb	2,000 / 2,500	4,409 / 5,512	2,000 / 2,600	4,409 / 5,732
Payload 80%, transport position, 40° full turn	kg lb	2,500	5,512	2,800	6,173

Description	Unit		L35G Z-BAR					
			GENERAL PURPOSE		Light material bucket		4-in-1	
<b>with 405/70 R20 tires</b>								
								
Capacity heaped	m <sup>3</sup>	yd <sup>3</sup>	1.2	1.6	1.5	2	1	1.3
Material density	kg/m <sup>3</sup>	lb/yd <sup>3</sup>	1,800	3,034	1,200	2,023	1,900	3,203
Static tipping load, straight (ISO / DIS)	kg	lb	4,950	10,913	4,650	10,251	4,450	9,811
Static tipping load, full turn 40° (ISO / DIS)	kg	lb	4,350	9,590	4,050	8,929	3,950	8,708
Hydraulic lifting capacity, max.	kN	lbf	61.5	13,826	57.5	12,927	58.5	12,814
Breakout force	kN	lbf	60.5	13,601	43.5	9,779	52.5	11,915
A Total length	mm	ft in	5,420	17'9"	5,690	18'8"	5,520	18'2"
L Lift height, max.	mm	ft in	4,320	14'2"	4,500	14'9"	4,260	13'11"
V Bucket width	mm	ft in	2,100	6'11"	2,000	6'7"	2,000	6'7"
a <sub>1</sub> Clearance circle	mm	ft in	8,760	28'9"	8,825	28'11"	8,740	28'8"
T Digging depth	mm	ft in	95	0'4"	95	0'4"	100	0'4"
H Dump height	mm	ft in	2,670	8'9"	2,470	8'1"	2,570	8'5"
M Reach at max. height	mm	ft in	750	2'5"	935	3'0"	780	2'7"
N Reach, max.	mm	ft in	1,570	5'2"	1,755	5'9"	1,600	5'3"
Operating weight	kg	lb	6100	13,448	6200	13,669	6,440	13,867

# Equipment

STANDARD EQUIPMENT		
	L30G	L35G
<b>Engine</b>		
Diesel engine, water cooled	•	•
Diesel oxidation catalyst (DOC)	•	•
Extra fuel filter	•	•
Cold start aid	•	•
Dry-type air filter	•	•
<b>Electrical system</b>		
Alternator 90 A	•	•
Main head lights (halogen)	•	•
full/dipped/asymmetrical	•	•
Working lights (2 front/1 rear, right)	•	•
Parking lights	•	•
Rear lights	•	•
Brake lights	•	•
Direction indicators	•	•
Hazard warning lights	•	•
Reversing lights	•	•
Cab lighting	•	•
<b>Instrumentation &amp; controls</b>		
Multi-function lever		
12 Volt accessories socket	•	•
Horn	•	•
Hazard warning switch	•	•
Safety start	•	•
Analog LED-information for:		
Fuel level	•	•
Engine temperature	•	•
Drive system oil temperature	•	•
LED-illuminated symbols (colour-coded) for:		
Direction (forward/reverse)	•	•
2nd gear	•	•
Indicators (left/right)	•	•
Pre-heater	•	•
Main beam	•	•
Differential locks	•	•
LED-illuminated symbols (red) with acoustic signal for:		
Parking brake	•	•
Air filter restriction	•	•
Engine temperature	•	•
Engine oil pressure	•	•
Battery charging	•	•
Return filter	•	•
Touch pad with symbols and integrated LEDs for:		
Parking lights	•	•
Working lights (front/rear)	•	•
Windscreen wiper (rear)	•	•
Rotating beacon	•	•
Boom suspension system	•	•
Locking and activation of Volvo attachment carrier (TPV)	•	•
Activation of directional change on joystick	•	•
Digital LED display activated by dual function keys for:		
Entry and retrieval of operating	•	•
Information	•	•
Anti-theft function control	•	•
<b>Drivetrain</b>		
Hydrostatic drive	•	•
Operator-selected 100% differential locks	•	•
Tires 365/80 R20	•	
Tires 405/70 R20		•

STANDARD EQUIPMENT		
	L30G	L35G
<b>Cab, Exterior</b>		
ROPS/FOPS-cab with flexible mountings	•	•
Walk-through cab	•	•
Lockable doors	•	•
All-round tinted safety glass	•	•
Windscreen wiper (front/rear)	•	•
Windscreen washer (front/rear)	•	•
Sliding window in the left door	•	•
Door stops	•	•
External rear view mirrors (right/left)	•	•
<b>Cab, Interior</b>		
4-way adjustable operator's seat	•	•
Adjustable steering column	•	•
Seat belt	•	•
Survivor	•	•
Heater with air-filter and defroster (front/rear)	•	•
Cab ventilation	•	•
Preparation for an optional air-conditioner	•	•
Storage box in the cab	•	•
<b>Hydraulic system</b>		
Gear-type pump	•	•
Control valve three-spool system	•	•
3rd hydraulic circuit	•	•
<b>Working Equipment</b>		
Bucket level indicator	•	•
Hydraulic quick-change attachment carrier	•	•
<b>Carriage Body</b>		
Fenders front/rear	•	•
Lockable engine hood	•	•
Towing device	•	•
Lifting eyes	•	•
<b>Service and maintenance</b>		
Tool kit	•	•
<b>Official approval</b>		
Machine conforming to European directive 2006/42/EC	•	•
Electromagnetic compatibility (EMC) conforming to European directive 2014/30/EC	•	•
Noise emissions in the environment conforming to directive 2000/14/EC	•	•
Tipping load and payload conforming to ISO 14397-1	•	•
ROPS conforming to ISO 3471	•	•
FOPS conforming to ISO 3449	•	•
<b>OPTIONAL EQUIPMENT</b>		
	L30G	L35G
<b>Engine equipment</b>		
Engine block heater	•	•
Fuel pre-heater	•	•
Pre cleaner air filter (Turbo II)	•	•
Auto Engine Shutdown	•	•
Reversible cooling fan	•	•
Tropical cooling	•	•
<b>Drivetrain</b>		
Hand inch valve	•	•
Driveline shutoff	•	•
Engine overspeeding protection	•	•
<b>Wheel/Tires</b>		
400/70R18	•	
405/70R18		•
335/80R20	•	•
360/80R20	•	•
365/80R20	•	•
375/75R20	•	•
400/70R20	•	•
405/70R20	•	•
500/45-22.5	•	•
420/65R24	•	•

OPTIONAL EQUIPMENT		
	L30G	L35G
<b>Cab</b>		
Airconditioner	•	•
Radio preparation	•	•
Radio AUX/USB/Bluetooth	•	•
Air suspended/heated operator's seat	•	•
Rearview mirrors inside cab	•	•
Heated rearview mirrors	•	•
Auxiliary cab & engine heater	•	•
Orange seatbelt	•	•
<b>Electrical</b>		
One additional working light (rear left)	•	•
Magnetic rotating beacon	•	•
Foldable rotating beacon	•	•
Audible reverse alarm	•	•
Anti-theft system	•	•
<b>Hydraulic system</b>		
Hydraulic coupler for 3rd hydraulic circuit	•	•
4th hydraulic circuit	•	•
Flow share function	•	•
Additional pump	•	•
Joystick with integrated 3rd function	•	•
Hyd oil mineral VG46 HV	•	•
Hyd oil mineral VG32 HV	•	•
Hyd oil mineral VG68 HV	•	•
Hyd oil bio synthetic VG46	•	•
Boom suspension system	•	•
Bucket leveler	•	•
Tilt speed limiter mechanical or hydraulic	•	•
Auxiliary hydraulic's return line (direct to tank or via filter)	•	•

OPTIONAL EQUIPMENT		
	L30G	L35G
<b>Protective equipment</b>		
Windshield guard, front	•	•
Windshield guard, rear	•	•
Belly guards, front/rear	•	•
Engine hood protection	•	•
Protective guards for:		
Main head lights	•	•
Working lights	•	•
Rear lights	•	•
Front mudflaps	•	•
<b>Other</b>		
SMV warning triangle	•	•
Preparation for licence plate	•	•
Trailer hitch with electrical connector	•	•
Central Lubrication unit	•	•
Sweeper preparation	•	•
Salt sprayer preparation	•	•

## SELECTION OF VOLVO OPTIONAL EQUIPMENT

**Air Pre Cleaner Turbo II**



**Hand inch valve**



**Boom Suspension System**



**Canopy**



**High speed**



**Reversed air flow**



Not all products are available in all markets. Under our policy of continuous improvement, we reserve the right to change specifications and design without prior notice. The illustrations do not necessarily show the standard version of the machine.



# Notes

DB:dh  
04-11-23

R-10

RESOLUTION AUTHORIZING A CONTRACT WITH **MAPLE LEAF LAWNCARE, INC.**,  
PO BOX 1302, MERCHANTVILLE, NJ 08109, FOR GRASS CUTTING, TRIMMING AND  
GROUNDS KEEPING SERVICES OF AREAS LOCATED IN BID #A-8/2022 GROUP 12  
UNDER CAMDEN COUNTY COOPERATIVE PRICING SYSTEM, ID #57-CCCPS

WHEREAS, there exists a need to purchase services for grass cutting, trimming and grounds keeping of areas located in Group 12 for approximately 22 parks throughout the City, on an as-needed basis, labor, materials, supplies, parts, equipment & services for one year with a 2<sup>nd</sup> year option; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4,1, et seq., the County of Camden has conducted a publicly advertised Competitive Contracting Request for Proposals #A-8/2022 for grass cutting, trimming and grounds keeping for Camden County and participating County Municipalities under the Camden County Cooperative Pricing System, ID #57-CCCPS; and

WHEREAS, the Evaluation Committee reviewed the proposals and recommended the award to **Maple Leaf Lawncare**, for grass cutting, trimming and grounds keeping under the Camden County Cooperative Pricing System; and

WHEREAS, each participating member of the Camden County Cooperative as, specified in Competitive Contracting Request For Proposal #A-8/2022, as may be required and at their option, are hereby authorized to enter into a contract directly with **Maple Leaf Lawncare**, in the amount not to exceed ONE HUNDRED NINETY THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$190,440.00) pursuant to the terms and conditions of Competitive Contracting Request For Proposal #A-8/2022, after award by its governing body in accordance with applicable law; and

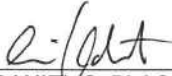
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the budget of the City of Camden under line item "3-01-E6-705-908" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden, that the contract be awarded to **Maple Leaf Lawncare** under the Camden County Cooperative Pricing System, ID #57-CCCPS for grass cutting, trimming and grounds keeping, in the amount of ONE HUNDRED NINETY THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$190,440.00), according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: MAPLE LEAF LAWN CARE

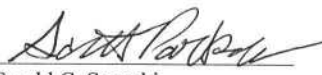
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-E6-705-908  
AMOUNT: \$ 190,440.00
- APPROPRIATION RESERVE:  
AMOUNT: \$
- DEDICATED BY RIDER:  
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT:  
AMOUNT: \$
- CAPITAL ORDINANCE  
AMOUNT: \$
- TRUST ACCOUNT:  
AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE \$ 190,440.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AWARDED A CONTRACT TO MAPLE LEAF LAWN CARE INC FOR GRASS CUTTING, TRIMMING AND GROUNDS KEEPING AREAS

  
Gerald C. Seneski  
*Director of Finance*  
Date: 3/23/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 03/14/2023

TO: City Council  
FROM: L. Chandler, Administration for Department of Finance

**TITLE OF ORDINANCE/RESOLUTION:** Resolution awarding a contract to Maple Leaf Lawncare, Inc for Grass Cutting, Trimming and Grounds Keeping Services of areas located in Bid #A-2/2022 Group 12 under the Camden County Cooperative Pricing System #57-CCCPS.

Point of Contact:	Lateefah Chandler	Administration	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

### ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director	Y		3/8/2023	
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent	Y	<i>[Signature]</i>	3/23/2022	
Director of Finance		<i>[Signature]</i>	3/23/23	

Approved by:  
Business Administrator

*[Signature]*      *[Signature]*      3/23

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Signature      Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

**“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.**

Received by:  
City Attorney

---

Signature      Date

<sup>1</sup> For Example: Form “A” - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form “D” - Contract Request, Form “E” - Creation/Extension of Services, Form “G” - Grant Approval, Form “H” - Bond Ordinance or Contract Request, Form “I”, “Best Price Insurance Contracting” Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution awarding a contract to Maple Leaf Lawncare, Inc for Grass Cutting, Trimming and Grounds Keeping Services of areas located in Bid #A-2/2022 Group 12 under the Camden County Cooperative Pricing System #57-CCCPS.

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- Camden County exercised the 2<sup>nd</sup> year option of Bid #A-8/2022 for grass cutting, trimming and grounds keeping services
- Maple Leaf will provide the above services to approximately 22 parks throughout the City from April 2023 – October 31, 2023

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$190,440.00

**APPROPRIATION NUMBER:** 3-01-E6-705-908

**IMPACT STATEMENT:**

- Without the contract award, DPW employees will need to provide the service or the parks will become unkempt or overgrown through the summer months
- Among other duties, during the summer months DPW employees will provide similar services to the abandoned and vacant buildings, lots, and islands throughout the City
- Will cause an overflow of OT due to the various programs offered throughout the parks from outside agencies

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

**Prepared by:** LATEEAH CHANDLER

**856-757-7159**

---

Name

Phone/Email

**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	CITY OF CAMDEN
--------------	----------------

Professional Service or EUS Type	N/A
Name of Vendor	MAPLE LEAF LAWNCARE, INC
Purpose or Need for service:	PROVIDE GRASS CUTTING, TRIMMING AND GROUNDS KEEPING SERVICES FOR CITY OF CAMDEN PARKS – GROUP 12 OF BID #A-8/2022 2 <sup>ND</sup> YEAR OPTION
Contract Award Amount	\$190,440.00
Term of Contract	7 months
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	COOPERATIVE NJSA 40A:11-4.1
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.

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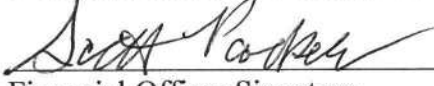
\_\_\_\_\_  
Mayor's Signature\* Date \_\_\_\_\_

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\_\_\_\_\_  
Business Administrator/Manager Signature Date \_\_\_\_\_

\_\_\_\_\_  
\*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 Financial Officer affirms that there is adequate funding available for this action.

  
\_\_\_\_\_  
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 \_\_\_\_\_

# RESOLUTION

Res-Pg: 11-1

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACTS (BID A-8/2022 – 2<sup>nd</sup> YEAR OPTION), BY AND BETWEEN THE COUNTY OF CAMDEN (DEPARTMENT OF BUILDINGS AND OPERATIONS) AND VARIOUS VENDORS, FOR GRASS CUTTING, TRIMMING AND GROUNDS KEEPING FOR VARIOUS CAMDEN COUNTY DEPARTMENTS AND COOPERATIVE MEMBERS, UNDER THE CAMDEN COUNTY COOPERATIVE PRICING SYSTEM, ID #57-CCCPS, ON AN "AS-NEEDED" BASIS**

WHEREAS, by Resolution No. 14 adopted March 17, 2022, the Camden County Board of Commissioners, authorized and awarded Bid A-8/2022, Grass cutting, Trimming and Grounds Maintenance for various Camden County Departments and Cooperative Members, under the Camden County Cooperative Pricing System – ID # 57-CCCPS and authorized the award of contracts with Maple Leaf Lawncare, Inc., P.O. Box 1302, Merchantville, NJ 08109 for: Groups 1, 3, 11 and 12; to Marksmen Landscaping, LLC, 1995 Erial Road, Blackwood, New Jersey for Group 10; to TLC Landscape Co., 701 Clayton Road, Williamstown, NJ 08094, for Groups 4, 6 and 8; to RPM Landscape Contractor, LLC, P.O. Box 1167, Hammonton, New Jersey 08037 for Groups 2, 5 and 7; and to Highland Landscaping, LLC, 94 East 6<sup>th</sup> Avenue, Pine Hill, NJ 08021, for Group 9, for the term commencing April 1, 2023 through October 31, 2023; and

WHEREAS, said Bid A-8/2022, provided for a one-year option to renew, said option to be exercised at the sole discretion of the County; and

WHEREAS it is the desire of the Board of Commissioners to exercise the second-year option of Bid A-8/2022; and

WHEREAS funding for this purpose is contingent upon the availability and appropriation of sufficient funds for this purpose in the County's temporary and/or permanent 2023 budgets; and



# RESOLUTION

Res-Pg: 11-2

WHEREAS, each participating member of the Camden County Cooperative as specified in Bid A-8/2022, and as may be required and at their option, are hereby authorized to enter into a contract directly with the vendor for the Groups described herein, pursuant to the rates, terms, and conditions of Bid A-8/2022, Second Year Option, after award by its governing body in accordance with applicable law; now, therefore,

BE IT RESOLVED by the Board of Commissioners of the County of Camden that, contingent upon the funding as described herein, the bid and corresponding contracts with Maple Leaf Lawncare, Inc., P.O. Box 1302, Merchantville, NJ 08109 for: Groups 1, 3, 11 and 12; to Marksmen Landscaping, LLC, 1995 Erial Road, Blackwood, New Jersey for Group 10; to TLC Landscape Co., 701 Clayton Road, Williamstown, NJ 08094, for Groups 4, 6 and 8; to RPM Landscape Contractor, LLC, P.O. Box 1167, Hammonton, New Jersey 08037 for Groups 2, 5 and 7; and to Highland Landscaping, LLC, 94 East 6<sup>th</sup> Avenue, Pine Hill, NJ 08021, for Group 9, for the term commencing April 10, 2023 through October 31, 2023, be and the same are hereby approved and awarded at the rates listed in each respective proposal for Bid A-8/2022, Second Year Option; and

BE IT FURTHER RESOLVED that the proper officers of the County of Camden are hereby authorized and instructed to sign and execute all necessary contracts, purchase orders, or other legal instruments in connection therewith and to sign checks or vouchers for the payment thereof, when such materials and services have been delivered and accepted by the County of Camden; and

DB:dh  
04-11-23

R-11

**RESOLUTION AUTHORIZING A 60-MONTH LEASE OF AN HP WIDE  
FORMAT PRINTER FOR THE CLERK'S OFFICE**

WHEREAS, pursuant to N.J.S.A. 52:34-6.2(b)(3), a municipality is permitted to make purchases and contract for services through the use of a nationally-recognized and accepted Cooperative Pricing System; and

WHEREAS, on May 11, 2021, the City Council for the City of Camden ("City"), through Resolution MC-21:7951, authorized the City to enter into a public sector cooperative purchasing Contract (Contract No. R191103) with Omnia Partners, a nationally recognized Cooperative Pricing System to obtain more competitive pricing for the purchase of certain necessary goods and materials including, but not limited to, material handling equipment, storage containers, maintenance tools and other equipment, safety devices, and industrial products outside normally available vendors; and

WHEREAS, pursuant to the Omnia Partners cooperative purchasing contract, the City wishes to enter into a sixty (60) month lease with Toshiba America Business Solutions, Inc., for a HP Wide Format Printer for the City Clerk's Office for Twenty-Six Thousand Three Hundred Ninety-Seven Dollars and Sixty Cents (\$26,397.60); and

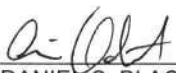
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the approved budget of the City of Camden under line item "3-01-E1-430-902" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden, that the contract be awarded to **TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.** under the OMNIA PARTNERS Contract No. R191103, a public sector cooperative purchasing contract, to lease a HP Wide Format Printer, in the amount of TWENTY-SIX THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS AND SIXTY CENTS (\$26,397.60), for a period of sixty (60) months, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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. use

Date: April 11, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

**CITY OF CAMDEN**

**CERTIFICATION AS TO THE AVAILABILITY OF FUNDS**

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: TOSHIBA

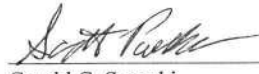
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-E1-430-902  
AMOUNT: \$ 26,397.60  
APPROPRIATION RESERVE:  
AMOUNT: \$
- DEDICATED BY RIDER:  
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT:  
AMOUNT: \$
- CAPITAL ORDINANCE  
AMOUNT: \$
- TRUST ACCOUNT:  
AMOUNT: \$

**DETERMINATION OF VALUE CERTIFICATION**

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE \$ 26,397.60

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: AUTHORIZING A 60 MONTH LEASE OF A HP WIDE FORMAT PRINTER UNDER OMNIA COOPERATIVE PURCHASING CONTRACVT #R 191103 FROM TOSHIBA AMERICA BUSINESS SOLUTIONS, INC

  
\_\_\_\_\_  
Gerald C. Seneski  
*Director of Finance*  
Date: 03/24/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 04/11/2023

TO: City Council  
FROM: L. CHANDLER, ADMINISTRATION/PURCHASING

**TITLE OF ORDINANCE/RESOLUTION: AUTHORIZING A 60 MONTH LEASE OF A HP WIDE FORMAT PRINTER UNDER OMNIA COOPERATIVE PURCHASING CONTRACT #R191103 FROM TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.**

Point of Contact:	Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent	Y	<i>Lateefah</i>	3/24/23	
Director of Finance		<i>A.P.</i>	03/24/23	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:  
City Attorney

Signature

Date

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: AUTHORIZING A 60 MONTH LEASE OF A HP WIDE FORMAT PRINTER UNDER OMNIA COOPERATIVE PURCHASING CONTRACT #R191103 FROM TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.**

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- Replacing expired leased Ricoh MP CW2200 wide format printer located in Clerk's office
- Printer/scanner used for OPRA, Records Management, etc.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$26,397.60

**APPROPRIATION NUMBER:** 3-01-E1-430-902

**IMPACT STATEMENT:**

- The printer/scanner will allow the Clerk's Office to continue provide copies for OPRA, records management and any historical documents.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

**Prepared by:** LATEEAH CHANDLER

**856-757-7159**

---

Name

Phone/Email

**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	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	TOSHIBA
Purpose or Need for service:	LEASE OF HPDJ XL3600DR
Contract Award Amount	\$26,397.60
Term of Contract	60 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.J.A.C 5:34-7.12
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.

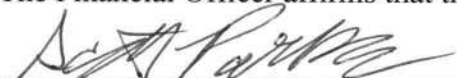
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\_\_\_\_\_  
Mayor's Signature\* Date \_\_\_\_\_

\_\_\_\_\_  
Business Administrator/Manager Signature Date \_\_\_\_\_

\_\_\_\_\_  
\*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 Financial Officer affirms that there is adequate funding available for this action.

  
\_\_\_\_\_  
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.

\_\_\_\_\_ *Pending* \_\_\_\_\_ Date \_\_\_\_\_  
Certifying Officer

***For LGS use only:***

Approved  Denied

\_\_\_\_\_ Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_







LEASE WITH MAINTENANCE AGREEMENT



FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

The words you and your, refer to the Customer. The words Lessor, we, us, and our, refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

CUSTOMER CONTACT INFORMATION

Legal Company Name: Camden, City Of Fed. Tax ID#:
Contact Person: Lateefah Chandler Bill-To Phone: 856 757-7158 Bill-To Fax:
Billing Address: 520 Market St City, State - Zip: Camden, NJ 08065
Equipment Location: City, State - Zip:
(if different than above)

TBS LOCATION

Contact Name: Ron Mallardi Location:

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with 4 columns: ITEM DESCRIPTION, MODEL NO., SERIAL NO., STARTING METER. Row 1: HP DJ XL 3600dr, 6KD26F#B1K

See attached form (Schedule "A") for Additional Equipment See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 60 of \$ 439.96 Security Deposit\*\*: \$ 0.00 Received plus applicable taxes
Payments includes: B&W Images per Month Excess Images at: \$ \* per B&W Image
Payments includes: Color Images per Month Excess Images at: \$ \* per Color Image
Payments includes: Scan Images per Month Excess Images at: \$ \* per Scan Image
Payments includes: B&W Print Images per Month Excess Images at: \$ \* per B&W Print Image
Payments includes: Color Print Images per Month Excess Images at: \$ \* per Color Print Image
Origination Fee: Up to \$99.00 (included in First Invoice) Lease payment period is monthly unless otherwise indicated.
Excess Images billed: [X] Monthly [ ] Quarterly [ ] Semi-Annually [ ] Annually

End-of-Lease Options:
You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing.
1. Purchase the Equipment at Fair Market Value per section 16.
2. Renew the Agreement per section 17.
3. Return Equipment.

\*\* Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services Signature: Title: Date:

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (f) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

Name: Signature: X Title: Date:

## TERMS AND CONDITIONS

- 1. Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
- 2. Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- 3. Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
- 4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- 5. Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- 6. Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
- 7. Use Maintenance and Repair of Equipment: YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES.** You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- 8. Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such license, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement. If any items are listed with the Equipment and denoted as "Software as a Service" you understand the Payment set forth on page 1 includes the periodic amount you have agreed to pay for the software/subscription services described in your Master Software and Services Agreement and/or your Statement of Services relating to such software/subscription services ("SaaS") with Toshiba America Business Solutions Inc. ("TBS"). Please reference your SaaS for a description of your rights and obligations with respect to such software/subscription services. You acknowledge the SaaS is separate from this Agreement, it shall not affect your obligations under this Agreement in any way, and TBS is solely responsible for the performance obligations related to SaaS.
- 9. Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- 10. Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- 11. Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates of evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly properly damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate of evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- 12. Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- 13. Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf. (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- 14. Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or your guarantor's financial, business or operating condition.
- 15. Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- 16. Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- 17. Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- 18. Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- 19. Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- 20. Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- 21. Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- 22. Governing Law: BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.** This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- 23. Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
- 24. Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
- 25. Maintenance and Supplies Agreement ("MSA") with TBS:**
  - TBS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TBS's normal business hours, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
  - Except as provided below, TBS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
  - If you are in default under the MSA, TBS has the right to deny performing any service and/or supplying any products.
  - Under the MSA, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
  - Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and staples separately.
  - Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

SALES PACKET NUMBER

DATE

Sales Representative: Ron Mallardi

Customer Name: Camden, City Of

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises.

#### EQUIPMENT DETAILS

Physical Location:			
Address:	Phone #:	Ext.:	Fax #:
Address 2:	Contact:		
City:	State:	Zip:	email:
Leasing Company: Ricoh	Lease #:	Make/Model: Ricoh MP CW2200SP	EOL Option: Basic
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #:	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: HP DJ XL 3600dr	

Physical Location:			
Address:	Phone #:	Ext.:	Fax #:
Address 2:	Contact:		
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Physical Location:			
Address:	Phone #:	Ext.:	Fax #:
Address 2:	Contact:		
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Physical Location:			
Address:	Phone #:	Ext.:	Fax #:
Address 2:	Contact:		
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Special Instructions:	
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SEE ATTACHED REMOVAL REPORT SCHEDULE FOR ADDITIONAL REMOVED DEVICES

**Total End of Life Security Option Charges: \$0.00**

#### DECLINATION

Customer certifies that they have read the Security Options and that they have decided to decline all assistance from TBS regarding enhanced security on their copier/printer. TBS is under no obligation and has no liability concerning data security on said device. It is the Customer's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased prior to disposition of equipment.

Print Name:	Signature: X	Title:	Date:
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#### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:	Signature: X	Title:	Date:
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#### TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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# Non-Appropriation Addendum

**Title of lease, rental or other agreement:** FMV Lease Agreement (the "Agreement")

**Lessee/Renter/Customer:** Camden, City of ("Customer")

**Lessor/Lender/Owner:** Toshiba Financial Services ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

**1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

**2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

**3. INDEMNIFICATION.** To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

**4. REMEDIES.** To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

**5. GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

**6. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

<b>Customer (identified above):</b> Camden, City of		<b>Company (identified above):</b> Toshiba Financial Services	
By:	Date: ___ / ___ / ___	By:	Date: ___ / ___ / ___
Print name:	Title:	Print name:	Title:
<b>Agreement Number:</b>			
<b>Master Agreement Number (if applicable):</b>			

DB:dh  
04-11-23

R-12

**RESOLUTION AUTHORIZING AN EMERGENCY SERVICES AGREEMENT WITH  
WASTE MANAGEMENT OF NEW JERSEY, INC., FOR THE COLLECTION OF  
DESIGNATED SOLID WASTE AND RECYCLABLE MATERIALS**

**WHEREAS**, the City and Waste Management of New Jersey, Inc. ("WM"), entered into Contract No. 03-19-129 on or about April 1, 2019 and ended on April 30, 2022; and

**WHEREAS**, the COVID-19 pandemic and other unforeseen circumstances have resulted in significant challenges and increased costs throughout the waste and recycling industry including, but not limited to, reduced availability of CDL drivers and laborers and increased costs for labor, fuel, maintenance, and insurance; and

**WHEREAS**, the aforementioned challenges deprived the City of necessary time to prepare, advertise, and award a new contract for solid waste and recycling collection pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. ("LPCL"); and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-6, an emergency situation requiring the continued performance of the solid waste and recyclable materials services, and the health and safety of the public and the exigency of said public services did not permit the advertising for public bids in eliminating this emergency; and

**WHEREAS**, upon request by the City, WM submitted a quote for a six (6) month contract for the collection of solid waste and recyclable materials; and

**WHEREAS**, an agreement has been negotiated between the City and Waste Management of New Jersey, Inc., 107 Silvia Street, Ewing, New Jersey 08628, for the provision of solid waste and recycling collections for six (6) months effective March 8, 2023 thru September 10, 2023 to allow the City to revise specifications and then solicit and procure a longer term contract by extending the current Waste Management contract #4-10-118, subject to the attached price quote and on all terms contained in the current contract; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-6, the City Director of Public Works has provided an Emergency Procurement Memorandum to the City Purchasing Agent and City Business Administrator; and

**WHEREAS**, to address the aforementioned emergency circumstances and threats to public health, the Purchasing Agent and Business Administrator have recommended to the Council of the City of Camden that the Council award a contract to WM for a six (6) month period beginning March 8, 2023 and ending September 10, 2023, for the collection rates described below, and the terms specified in the Emergency Services Agreement attached hereto as Exhibit A;

Designated Solid Waste; Recyclable Materials; Collection Costs. In accordance with the negotiated Bid Specifications and this Emergency Services Agreement, WM shall charge the following collection rates to the City:

- (a) Designated Solid Waste: \$170.00 per ton;
- (b) Recyclable Materials: \$260.00 per ton; now, therefore

**BE IT RESOLVED**, by the City Council of the City of Camden that, pursuant to section N.J.S.A. 40A:11-6 of the Local Public Contracts Law, an emergency contract shall be and hereby is awarded to Waste Management of New Jersey, Inc., for the collection of solid waste and recyclable materials for the City of Camden for a term of six (6) months, pursuant to Local Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk or their designee shall execute said contract on behalf of the City of Camden.

**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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: WASTE MANAGEMENT

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-E6-701-904  
AMOUNT: \$ 2,700,000.00
- APPROPRIATION RESERVE:  
AMOUNT: \$
- DEDICATED BY RIDER:  
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT:  
AMOUNT: \$
- CAPITAL ORDINANCE  
AMOUNT: \$
- TRUST ACCOUNT:  
AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE \$ 2, 700,000,00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE CITY OF CAMDEN AND WASTE MANAGEMENT OF NEW JERSEY, INC. FOR THE COLLECTION OF DESIGNATED SOLID WASTE AND RECYCLABLE MATERIALS.



Gerald C. Seneski

*Director of Finance*

Date: 3/24/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 04/11/2023

TO: City Council  
FROM: L. CHANDLER, ADMINISTRATION/PURCHASING

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE CITY OF CAMDEN AND WASTE MANAGEMENT OF NEW JERSEY, INC. FOR THE COLLECTION OF DESIGNATED SOLID WASTE AND RECYCLABLE MATERIALS**

Point of Contact:	Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

### ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent	Y	<i>Lateefah Chandler</i>	3/24/2022	
Director of Finance		<i>L.P.</i>	3/29/23	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:  
City Attorney

Signature

Date

<sup>1</sup> For Example: Form “A” - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form “D” - Contract Request, Form “E” - Creation/Extension of Services, Form “G” - Grant Approval, Form “H” - Bond Ordinance or Contract Request, Form “I”, “Best Price Insurance Contracting” Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE CITY OF CAMDEN AND WASTE MANAGEMENT OF NEW JERSEY, INC. FOR THE COLLECTION OF DESIGNATED SOLID WASTE AND RECYCLABLE MATERIALS**

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- This Bridge Contract's 6-month agreement is effective from March 8, 2023 to September 10, 2023
- This agreement will allow the City to revise specifications and then solicit and procure a longer term contract or contracts for municipal solid waste and recyclable collection.
- Collection Rates are as follows: **Solid Waste - \$170.00/ton & Recyclable Materials - \$260.00/ton**

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$2,700,000.00

**APPROPRIATION NUMBER:** 3-01-E6-701-904

**IMPACT STATEMENT:**

- This agreement and the collection of solid waste and recyclable materials will prevent any threats to the health, safety, and welfare of the City and its residents

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

**Prepared by:** LATEEAH CHANDLER

**856-757-7159**

---

Name

Phone/Email

**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	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	WASTE MANAGEMENT
Purpose or Need for service:	COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS FOR 6 MONTHS WHILE SOLICITED FOR A LONGER TERM CONTRACT
Contract Award Amount	\$2,700,000 = \$450,000 X 6 MONTHS
Term of Contract	6 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N SSA 40A.11-6
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.

---

	Date _____
Mayor's Signature*	
	Date _____
Business Administrator/Manager Signature	

\_\_\_\_\_  
\*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 Financial Officer affirms that there is adequate funding available for this action.

  
\_\_\_\_\_  
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 3/24/2023

***For LGS use only:***

Approved  Denied

\_\_\_\_\_  
Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

r. 2

**AGREEMENT BETWEEN THE CITY OF CAMDEN AND  
WASTE MANAGEMENT OF NEW JERSEY, INC.  
FOR THE COLLECTION OF DESIGNATED SOLID WASTE  
AND RECYCLABLE MATERIALS**

This Agreement is hereby entered into this \_\_\_\_ day of April 2023 (the “Agreement”) by and between the City of Camden (“City”) and Waste Management of New Jersey, Inc. (“WM”), collectively referred to herein as the “Parties”, for the Collection of Designated Solid Waste and Recyclable Materials.

**WHEREAS**, on or around April 1, 2019, the City and WM entered into a Contract for Solid Waste and Recycling Collection Services (the “2019 Contract”);

**WHEREAS**, the 2019 Contract incorporated the City Bid Specifications under Bid No. 19-02, the January 25, 2019 Addendum No. 1 to the Bid Specifications, the February 1, 2019 Addendum No. 2 to the Bid Specifications (collectively, the “City 2019 Bid Specifications”), and WM’s February 14, 2019 proposal submitted in response to Bid No. 19-02 (“WM 2019 Proposal”);

**WHEREAS**, the term of the 2019 Contract expired on April 30, 2022;

**WHEREAS**, the COVID-19 pandemic and other unforeseen circumstances have resulted in significant challenges and increased costs throughout the waste and recycling industry including, but not limited to, reduced availability of CDL drivers and laborers and increased costs for labor, fuel, maintenance, and insurance;

**WHEREAS**, the aforementioned industry challenges and expiration of the 2019 Contract deprived the City of necessary time to prepare, advertise, and award a new contract for solid waste and recycling collection pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

**WHEREAS**, on July 22, 2022, pursuant to the Section 40A:11-4 of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., and the Uniform Bid Specifications for Municipal Solid Waste Collection Contracts, N.J.A.C. 7:26H-6.1 et seq., the City of Camden publicly advertised Bid. No. 22-10 for Curbside Collection of Designated Solid Waste and Recyclable Materials;

**WHEREAS**, the City did not receive any bid proposals in response to the July 22, 2022 advertisement of Bid No. 22-10;

**WHEREAS**, on October 6, 2022, in accordance with the procedures under the Local Public Contracts Law and the Uniform Bid Specifications for Municipal Solid Waste Collection Contracts, the City re-advertised Bid No. 22-10 (“Re-Advertised Bid No. 22-10”);

**WHEREAS**, the City did not receive any bid proposals in response to the October 6, 2022 re-advertisement of Bid No. 22-10;

**WHEREAS**, the City did not receive any “responsive” bids, as defined under N.J.S.A. 40A:11-2(33), in response to the two (2) aforementioned advertisements of Bid No. 22-10 for the Curbside Collection of Designated Solid Waste and Recyclable Materials;

**WHEREAS**, on December 13, 2022, the City Council passed a Resolution authorizing contract procurement through negotiation and award procedures pursuant to N.J.S.A. 40A:11-5(3);

**WHEREAS**, to address the aforementioned emergency circumstances and threats to public health and safety following the expiration of the 2019 Contract and while the City negotiated a contract pursuant to N.J.S.A. 40A:11-5(3), the City and WM entered into an Emergency Services Agreement for the Collection of Designated Solid Waste and Recyclable Materials from May 1, 2022 thru October 31, 2022, which was extended to March 7, 2023 via duly approved Memorandum of Agreement(s) pursuant to N.J.S.A. 40A:11-6 (collectively, the “Emergency Services Agreements”);

**WHEREAS**, pursuant to the Council’s authorization to negotiate a contract pursuant to N.J.S.A. 40A:11-5(3), the City requested and received a proposal from WM for Curbside Collection of Designated Solid Waste and Recyclable Materials on January 24, 2023, which the City has determined is consistent with the services WM performed under the Emergency Services Agreements and the applicable scope of services requested in the Re-Advertised Bid No. 22-10; and

**WHEREAS**, the City has further determined that the proposal from WM for Curbside Collection of Designated Solid Waste and Recyclable Materials will result in uninterrupted collection of solid waste and recyclable materials throughout the City, will provide the City with additional time to procure a longer term contract or contracts for municipal solid waste and recyclable collection, and will thus prevent any threats to the health, safety, and welfare of the City and its residents.

**NOW, THEREFORE**, the City and WM, for and in consideration of the premises and provisions herein contained and intending to be legally bound thereby, mutually agree and covenant as follows:

**1. SCOPE OF SERVICES.**

WM shall provide the Solid Waste and Recyclable Materials Collection Services (the “Waste Collection Services” or the “Services”) in accordance with the January 24, 2023 proposal from WM, the applicable sections of the Re-Advertised Bid No. 22-10, and the applicable sections of the aforementioned Emergency Services Agreements, which are incorporated into and made part of this Agreement.

**2. TERM AND EFFECTIVE DATE, COLLECTION RATES, COLLECTION FREQUENCY, COLLECTION SCHEDULE, CITYWIDE CLEANUPS, AND REQUIRED DOCUMENTS.**

**A. Term and Effective Date.** Upon being duly ratified and executed by the Parties, the “Effective Date” of this Agreement shall be March 8, 2023. The term of this Agreement shall be March 8, 2023 through September 10, 2023.

**B. Collection Rates.** The City and WM agree that, between March 8, 2023 and September 10, 2023, the collection rates charged by WM to the City for the Waste Collection Services shall be as follows:

Designated Solid Waste: \$170.00 per ton;

Recyclable Materials: \$260.00 per ton.

**C. Collection Frequency and Schedule.**

i. Designated Solid Waste; Frequency of Collection. In accordance with the Re-Advertised Bid No. 22-10, Designated Solid Waste shall be collected one (1) time per week.

ii. Recyclable Materials; Frequency of Collection. In accordance with the Re-Advertised Bid No. 22-10, Recyclable Materials shall be collected one (1) time per week.

iii. Collection Schedule. WM shall collect Designated Solid Waste and Recyclable Materials consistent with the Collection Schedule under Section 5.5 of the Re-Advertised Bid No. 22-10, or as otherwise agreed to by the Parties.

**D. Citywide Cleanups.** Citywide Cleanups shall continue during the Term of this Agreement, and shall be scheduled and implemented with mutual consent of the Parties. Collection rates for Citywide Cleanups shall be on a per ton basis at the rates set forth in Section 2B herein.

**E. Roll-Off Pulls; Dumpster Collection Services.** Pursuant to City Advertised Bid No. 22-11, the Parties have previously entered into a separate agreement for Roll-Off Pull/Dumpster Waste Collection Services. Accordingly, Roll-Off Pull Waste Collection Services shall not be part of the Waste Collection Services, as defined under Paragraph (1) above, and shall not be governed by this Agreement.

**F. Performance Bond; Liquidated Damages.**

- i. In accordance with Section 4.4 and Section 7.2 of the Re-Advertised Bid No. 22-10, WM shall provide the City with a six (6) month Performance Bond issued by a Surety in the amount of \$3,241,425.00.
- ii. The Performance Bond shall be provided to the City Business Administrator within fourteen (14) days of WM executing this Agreement.
- iii. During the term of this Agreement, WM shall not be subject to liquidated damages.

**G. Insurance Requirements and Certificates.** WM acknowledges and agrees that, during the Term of this Agreement, it shall be subject to the "Insurance Requirements" set forth under Section 5.16 and Section 5.17 of the Re-Advertised Bid No. 22-10, as incorporated herein. Upon request by the City, and in accordance of Section 7.4 of the Re-Advertised Bid No. 22-10, WM shall provide current Certificates of Insurance demonstrating its compliance with the aforementioned Insurance Requirements.

**H. Updated Forms and Certifications.** The Parties acknowledge that, pursuant to the Local Public Contracts Law and applicable State and Federal law, the Re-Advertised Bid No. 22-10 included a requirement for bidders to submit various forms, documents, and certifications. Upon request by the City, WM shall provide updated and signed copies of any forms and/or certifications that require resubmission to comply with applicable law. WM shall provide the requested forms and certifications within fourteen (14) days of the City's request.

**3. GOOD FAITH.**

In the event the Parties identify any issues arising from this Agreement and its incorporated documents, or otherwise request clarification of any provisions herein, the Parties agree to work together in good faith to amicably resolve such conflicts within a reasonable time period.

#### 4. GENERAL CONDITIONS.

- A. **Governing Law.** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of New Jersey.
- B. **Jurisdiction and Venue.** By executing this Agreement, the parties hereto consent to the exclusive jurisdiction and venue of the United States District Court, Camden Vicinage or the New Jersey Superior Court, Camden County Vicinage. Any and all disputes arising out of or related to this Agreement shall be decided solely in said courts.
- C. **New Jersey Election Law Enforcement Commission Requirements.** Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)
- D. **Entire Agreement.** This Agreement represents the entire and integrated understanding between the City and WM, and supersede all prior negotiations, representations or agreements, either written or oral. Any ambiguity, conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence: (i) this Agreement; (ii) the Emergency Services Agreements; and (iii) the applicable sections of the Re-Advertised Bid No. 22-10.
- E. **Severability Provision.** If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and the remaining terms and provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by law.



**F. Successors and Assigns.** This Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and assigns.

**G. Covenant against Discrimination.** During the performance of this Agreement, WM agrees as follows:

(i) WM and/or its Subcontractors, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, WM will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. WM 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.

(ii) WM and/or its Subcontractors, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of WM, 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.

(iii) WM and/or its Subcontractors, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of WM's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) WM and/or its Subcontractors, where applicable, agree to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

(v) WM and/or its Subcontractors agree to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

(vi) WM and/or its Subcontractors agree 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.

(vii) WM and/or its Subcontractors agree 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.

(viii) In conforming with the targeted employment goals, WM and/or its Subcontractors agree 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.

(iv) WM and/or its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring

Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**H. Amendments.** This Agreement may be amended only by written instrument signed by both the City and WM. The Parties recognize that, during the term of the Emergency Services Agreement and, during the term of this Agreement, the City has and will continue to engage in efforts to procure a longer term contract or contracts for the collection of solid municipal waste and recyclables, pursuant to the public bidding procedures under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The Parties further acknowledge that the City's procurement of such services from third-parties during the term of this Agreement may materially affect their respective rights and obligations under this Agreement including, but not limited to, the terms related to the scope of the Waste Collection Services. The Parties acknowledge and agree that, in the event such procurement(s) occur during the term of this Agreement, the Parties will communicate and work together in good faith to negotiate any required amendments to this Agreement, which shall only become effective through a duly approved and signed written instrument. Furthermore, any deviation from current service levels in connection with the performance of the Waste Collection Services shall also be negotiated by the Parties and memorialized in an amendment to this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement and affixed their corporate seals as of the day and year first above written.

**ATTEST:**

**CITY OF CAMDEN**

\_\_\_\_\_  
Luis Pastoriza, Municipal Clerk

\_\_\_\_\_  
Victor Carstarphen, Mayor  
DATE:

**ATTEST:**

**WASTE MANAGEMENT OF NEW  
JERSEY, INC.**

\_\_\_\_\_

\_\_\_\_\_  
BY:  
DATE:

DB:dh  
04-11-23

R-13

**RESOLUTION PROVIDING ADVICE AND CONSENT TO THE MAYOR'S  
APPOINTMENT OF KEITH WALKER AS THE DIRECTOR  
OF THE DEPARTMENT OF PUBLIC WORKS**


WHEREAS, pursuant to N.J.S.A. 40:69A-43(b) the City Council of the City of Camden desires to provide its advice and consent to Mayor Victor G. Carstarphen's appointment of Keith Walker to serve as the Director of the Department of Public Works; now therefore

BE IT RESOLVED, by the City Council of the City of Camden that it hereby provides its advice and consent to Mayor Victor G. Carstarphen's appointment of Keith Walker to serve as the Director of the Department of Public Works for a term conterminous with the term of office of Mayor Carstarphen.

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
for DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

DB:dh  
04-11-23

R-14

**RESOLUTION PROVIDING ADVICE AND CONSENT TO THE MAYOR'S  
APPOINTMENT OF DR. EDWARD WILLIAMS, PP., ACIP,  
DIRECTOR OF PLANNING & DEVELOPMENT**

WHEREAS, pursuant to N.J.S.A. 40:69A-43(b) the City Council of the City of Camden desires to provide its advice and consent to Mayor Victor G. Carstarphen's appointment of Dr. Edward Williams, PP., ACIP to serve as the Director of the Department of Planning & Development; now therefore

BE IT RESOLVED, by the City Council of the City of Camden that it hereby provides its advice and consent to Mayor Victor G. Carstarphen's appointment of Dr. Edward Williams, PP., ACIP to serve as the Director of the Department of Planning & Development for a term conterminous with the term of office of Mayor Carstarphen.

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
for DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

**RESOLUTION AWARDING A CONTRACT FOR EXTRAORDINARY,  
UNSPECIFIABLE SERVICES TO HOMEWARD BOUND PET ADOPTION CENTER  
FOR ANIMAL SHELTERING AND CARE SERVICES**

WHEREAS, the City of Camden requires certain extraordinary, unspecifiable services for animal sheltering and care services for certain animals (i.e., dogs and cats) found or otherwise acquired by or in the City of Camden; and

WHEREAS, Homeward Bound Pet Adoption Center has extensive expertise, training, and proven reputation in the animal sheltering and care field. Homeward Bound Pet Adoption Center has the properly licensed and credentialed professionals in animal care; organizational expertise and experience; modern facilities; and resources to provide to the City of Camden, its largest municipal client by volume, with animal shelter; feeding; care; medical treatment; euthanization; sterilization; and other related services for cats and dogs; and

WHEREAS, a contract between the City and Homeward Bound Pet Adoption Center is in the best interests of the City given the volume, service demands, and critical public health and safety issues associated with sheltering and caring for cats and dogs found or otherwise acquired by or in the City of Camden; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law, contracts for extraordinary, unspecifiable services for animal sheltering and care services in the City of Camden can be negotiated and awarded without advertising for the bids and bidding for the purpose and reasons stated herein; and

WHEREAS, Homeward Bound Pet Adoption Center has proposed a Shelter Services Agreement ("Agreement") attached hereto as Exhibit 1 for a one year term to provide animal shelter; feeding; care; medical treatment; euthanization; sterilization; and other related services for cats and dogs found or otherwise acquired by or in the City of Camden, for the below indicated amount of the contract, all as more particularly described in the proposed Agreement attached hereto; and

WHEREAS, this resolution and proposed Agreement attached hereto shall be maintained on file and available for public inspection in the Office of the Municipal Clerk of the City of Camden; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the budget of the City of Camden under line item "3-01-E4-601-908" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that a contract, substantially in the form attached hereto as Exhibit 1, be, and hereby is, awarded to Homeward Bound Pet Adoption Center for a sum not to exceed TWO HUNDRED NINETY-SEVEN THOUSAND DOLLARS (\$297,000.00).


BE IT FURTHER RESOLVED, that the authorized City officials are hereby authorized to negotiate and enter into an appropriate contract, substantially in the form attached hereto as Exhibit 1, with Homeward Bound Pet Adoption Center for the animal sheltering and care services to be provided thereunder.

BE IT FURTHER RESOLVED that the City Clerk shall cause to be published in the Courier-Post within ten (10) days after passage of this resolution legal notice describing the nature, duration and amount of said contract.

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. use

Date: April 11, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: HOMEWARD BOUND PET ADOPTION CENTER

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-E4-601-908

AMOUNT: \$ 297,000.00

APPROPRIATION RESERVE:

AMOUNT: \$

- DEDICATED BY RIDER:

AMOUNT: \$

- RESERVE FOR STATE AND FEDERAL GRANT:

AMOUNT: \$

- CAPITAL ORDINANCE

AMOUNT: \$

- TRUST ACCOUNT:

AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE \$ 297,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING 2023 CONTRACT SHELTER SERVICES AGREEMENT HOMEWARD BOUND PET ADOPTION CENTER.

  
\_\_\_\_\_  
Gerald C. Seneski

*Director of Finance*

Date: 3/24/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 4, 2023

TO: City Council  
FROM: Gabriel Camacho, Director of Code Enforcement

**TITLE OF ORDINANCE/RESOLUTION:** RESOLUTION AWARDING A CONTRACT FOR EXTRAORDINARY, UNSPECIFIABLE SERVICES WITH HOMEWARD BOUND PET ADOPTION CENTER FOR ANIMAL SHELTERING AND CARE SERVICES

Point of Contact:	Gabriel Camacho	Code Enforcement	856-757-7345	GaCamach@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director	Y		3-24-23	
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance				

Approved by:  
Business Administrator

Signature

3-30-23  
Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:  
City Attorney

Signature

Date

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: 2023 Contract-Shelter Services Agreement Homeward Bound Pet Adoption Center.**

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- There currently is no other facility with the proven ability to accommodate the volume of animals sheltered for the City of Camden.
- In 2022, the City of Camden sheltered 2023 animals. The amount has been increasing yearly.
- The City has no active contract.
- Homeward Bound has continued to provide shelter to Camden City animal as we finalize a contract.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:**

A one-year contract at a cost of \$297,000.

**IMPACT STATEMENT:**

Animal Shelters play a vital role in the health and safety of our pets and our communities.

In 2022, the City of Camden received 2304 animal calls. These calls resulted in the need to shelter of 2023 animals. Theses 2023 animal require a facility with the size, personnel and ability to properly service and care such a high volume and provide the food and shelter. Currently there are no other facilities who are proven to accommodate theses requirements other than Homeward Bound Animal Shelter.

The approval of this important matter would ensure the continued level of service to our residents and animal population. The shelter plays a huge role in that they help to control the animal population. Uncontrolled animal breeding leads to overpopulation, which can have serious consequences for the animals. The shelter works to promote responsible pet ownership, including spaying and neutering, and to address issues related to feral animals (cats).

The failure of this resolution for gravely impact the City of Camden's ability to address the before mentioned concerns.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Director Ken Sieranski, Homeward Bound Animal Shelter
  - Attendance: (Y/N/Tentative). Confirmed?
- Animal Control Officer Robert Chabot, Independent Animal Control Services, LLC.
  - Attendance: (Y/N/Tentative). Confirmed?

**COORDINATION:**

- Department of Code Enforcement

**Prepared by:**

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Name	Phone/Email
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**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	CITY OF CAMDEN
--------------	----------------

Professional Service or EUS Type	N/A
Name of Vendor	HOMEWARD BOUND PET ADOPTION CENTER
Purpose or Need for service:	ANIMAL SHELTER SERVICES FOR ABANDONED ANIMALS PICKED UP BY THE CITY'S CONTRACTED ANIMAL CONTROL OFFICER
Contract Award Amount	\$297,000.00
Term of Contract	~12 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	EUS
Were other proposals received? If so, please attach the names and amounts for each proposal received?	NO

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\*

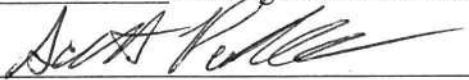
Date \_\_\_\_\_

\_\_\_\_\_  
Business Administrator/Manager Signature

Date \_\_\_\_\_

\*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 Financial Officer affirms that there is adequate funding available for this action. various  
Funding Source for this action

  
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.

Pending Date \_\_\_\_\_  
Certifying Officer

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***For LGS use only:***

Approved  Denied

\_\_\_\_\_  
Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

DB:dh  
04-11-23

R-14

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO ENTER INTO A  
COOPERATIVE PRICING AGREEMENT WITH COUNTY OF UNION  
COOPERATIVE PRICING SYSTEM**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration for the provision and performance of goods and services; and

WHEREAS, the County of Union, hereinafter referred to as the "Lead Agency" has offered voluntary participation in the New Jersey Cooperative Purchasing a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, the City Council of the City of Camden, County of Camden, State of New Jersey desires to participate and become a member in a Cooperative Pricing System for the provision and performance of goods and services; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that as follows:

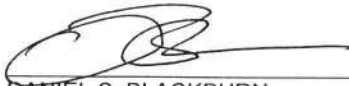
1. This Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the City of Camden.
2. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the City of Camden is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.
3. The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

BE IT FURTHER RESOLVED by the City Council of the City of Camden, that the City does hereby participate and become a member of New Jersey Cooperative Purchasing.

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: April 11, 2023

The above has been reviewed  
and approved as to form.



DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
City Council President

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 03/14/2023

TO: City Council  
FROM: Gabriel Camacho, Director of Code Enforcement

**TITLE OF ORDINANCE/RESOLUTION: Authorizing the City of Camden to become a member of County of Union Cooperative Pricing System.**

Point of Contact:	Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent	Y		2/24/23	
Director of Finance				

Approved by:  
Business Administrator

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Signature Date 3/28

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:  
City Attorney

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Signature Date 3/30

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Authorizing the City of Camden to become a member of County of Union Cooperative Pricing System.

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- Per NJSA 40A:11-11(5) municipalities can enter into cooperative pricing system's for the provision and performance of goods and services
- Union County Cooperative System offers structured pricing for telephone system upgrades

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** N/A

**IMPACT STATEMENT:**

- Joining the Union County Cooperative will allow the City to participate in structured pricing for various goods and services without having to publicly solicit for projects.
- Cooperative pricing agreements may save time and money when procuring various goods and services

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

Prepared by: LATEEAH CHANDLER

856-757-7159

---

Name

Phone/Email

**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	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	UNION COUNTY COOPERATIVE
Purpose or Need for service:	JOINING THE UNION COUNTY COOPERATIVE WILL ALLOW THE CITY TO HAVE ACCESS TO VARIOUS PRICING STRUCTURES FOR GOODS AND SERVICES
Contract Award Amount	N/A
Term of Contract	N/A
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	NJSC 40A:11-11(5)
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 \_\_\_\_\_

\_\_\_\_\_  
\*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 Financial Officer affirms that there is adequate funding available for this action.

N/A  
\_\_\_\_\_  
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.

N/A \_\_\_\_\_ Date \_\_\_\_\_  
Certifying Officer

***For LGS use only:***

Approved  Denied

\_\_\_\_\_  
Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

**COOPERATIVE PRICING SYSTEM AGREEMENT**  
**COUNTY OF UNION COOPERATIVE PRICING SYSTEM**

**THIS AGREEMENT** made and entered into this

by and between the COUNTY OF UNION, Administration Building, Elizabeth, NJ 07207 hereinafter called the "LEAD AGENCY" or "COUNTY" and The City of Camden with offices located at 520 Market Street, Room 213, Camden, NJ, 08102, hereinafter referred to as a "participating contracting unit" or "governmental agency" and other public bodies located with the County of Union or adjoining counties who choose to participate in the Cooperative Pricing System.

**WITNESSETH:**

**WHEREAS**, N.J.S.A. 40A:11-11(10), N.J.S.A. 18A:64A-25.10 and N.J.S.A. 18A:18A-11, specifically authorizes two or more contracting units to enter into a Cooperative Pricing Agreement for the purchase of work, materials and supplies; and

**WHEREAS**, N.J.S.A. 40A:11-11(6), specifically establishes that the agreement shall be valid for a period not to exceed five years; and

**WHEREAS**, N.J.A.C. 5:34-7.1 et seq. regulates the manner in which cooperative purchasing and more specifically, cooperative pricing systems, are operated and conducted; and

**WHEREAS**, N.J.S.A. 40A:11-10, et seq. specifically permits the County of Union to enter into contractual agreement with any governmental agency municipalities located within the County to undertake any municipal function including purchasing; and

**WHEREAS**, the County of Union has commenced a voluntary Cooperative Pricing System with other authorized contracting units within County of Union or adjoining counties utilizing the administrative purchasing services and facilities of the County of Union; and

**WHEREAS**, this Cooperative Pricing Agreement is to effect substantial economies in the purchase of work, materials and supplies; and

**WHEREAS**, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statutes; and

**WHEREAS**, it is the desire of all parties to enter into such Agreement for said purposes:

**NOW, THEREFORE, IN CONSIDERATION** of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The work, materials or supplies to be priced cooperatively may include those items listed on the Union County Website listed under Bulk List and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until termination of the approval for the Cooperative Pricing System as defined by N.J.A.C. 5:34-7.5 and more specifically set forth below.
3. The County of Union, on behalf of all participating contracting units, shall upon approval of the System's registration and annually thereafter on the anniversary of the system's registration, shall publish in its official newspaper a notice similar in content to the following:

### Notice of Cooperative Purchasing

The County of Union acts as lead agency in a cooperative purchasing agreement in cooperation with 161 registered members. Under this system, the County of Union solicits competitive bids for certain items purchased by registered members. This is a cooperative pricing system as defined and regulated by N.J.A.C. 5:34-7.

Interested citizens or vendors may obtain information regarding the manner of operation of this system by contacting UC Purchasing Department, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, 908-527-4130. System Identifier #8-UCCP), approved by the New Jersey Division of Local Government Services.

4. Before seeking bids, the lead agency shall obtain from the participating contracting units in writing the items to be purchased, estimated quantities that each participating contracting units proposes to contract for during the life of the master contract, the location of delivery and other requirements to permit the preparation of specifications as provided by law.
5. The County of Union shall prepare and disclose the quantities and details of delivery required. The County of Union shall include in the specifications its requirements, stated in definite quantities; and registered member requirements, stated as individual estimated needs.
  - a. The specification shall list the participating contracting units who have submitted estimates, their delivery address, their estimated maximum quantities and other relevant information to permit the bidder to understand what is potentially involved.

6. Prior to the advertisement for bids, a registered member may request a review copy of the bid specifications. No changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
7. A single advertisement for bids or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be prepared by the County of Union on behalf of all of the participating contracting units desiring to purchase any item and in accordance with *N.J.S.A. 40A:11-1 et seq.*
8. The County of Union will advertise for bids or the solicitation of informal quotations and shall receive bids or quotations on behalf of all participating contracting units in accordance with *N.J.S.A. 40A:11-1 et seq.* and *N.J.A.C. 5:34-7.10*. Following the receipt of bids, the County of Union shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the County of Union entering into a master contract with the successful bidder(s) providing for two categories of purchases:
  - a. The quantities ordered for the County's own needs, and
  - b. The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's overall (master) contract.
9. The County of Union shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available for its own needs.

10. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful bidder(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s), and be responsible for any tax liability.
11. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
12. The provisions of Paragraphs 9, 10 and 11 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
13. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or issue a contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids which it has itself received.
14. All matters relating to the financial and contractual details of the Cooperative Pricing System shall be in accordance with *N.J.A.C. 5:34-7.11*
15. The County of Union and the participating contracting units shall be responsible for compliance with the change order requirements of *N.J.A.C. 5:34-4*.



16. When applicable, each participating contracting unit may, by resolution, provide for and authorize payment in advance for estimated administrative costs to be paid to the County of Union for a cooperative pricing system. Such administrative costs shall be budgeted by the County of Union as a Special Item of Revenue offset with appropriations.
17. The County of Union reserves the right to exclude any item or commodity from said system if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
18. The Director of the Division of Local Government Services within the State Department of Community Affairs shall be notified within thirty (30) days of any change in the designated purchasing agent.
19. This Agreement shall become effective upon execution, subject to the review and approval of the Director of the Division of Local Government Services of the participating contracting units participation in the system. Further, this Agreement shall continue in effect until such time as the approval from the Director of the Division of Local Government Services exists, in accordance with *N.J.A.C. 5:34-7.5(f)*. Any party to this Agreement which wishes to terminate its participation shall give written notice of its intention to terminate its participation at least thirty (30) days prior to the expiration of the term of the agreement.
20. All records and documents maintained or utilized pursuant to terms for this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the County of Union for purposes of identifying each contract and item awarded.

21. If any governmental agency wishes to withdraw from this agreement or if any other governmental agency wishes to become a party to this agreement, the other terms and conditions of this agreement will remain unchanged as to all the remaining participating contracting units.
22. This Agreement shall be binding upon and endure to the benefit of the successors and assigns of the respective parties hereto.

**[ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed on the date and year above written.

**FOR THE COUNTY OF UNION**

ATTEST:

\_\_\_\_\_  
JAMES E. PELLETTIERE, Clerk  
Board of Commissioners

BY: \_\_\_\_\_  
EDWARD OATMAN  
County Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
BRUCE H. BERGEN, ESQ.  
County Counsel

**FOR THE PARTICIPATING UNIT**

ATTEST:

\_\_\_\_\_  
Clerk

BY: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Counsel

\_\_\_\_\_  
Title

DB:dh  
04-11-23

R-17

**RESOLUTION AUTHORIZING CHANGE ORDER #1 TO CONTRACT #09-21-142  
WITH LEXA CONCRETE, LLC IN CONNECTION WITH THE FY2019 RESURFACING  
OF VARIOUS STREETS PROJECT IN THE CITY OF CAMDEN**

WHEREAS, the Council of the City of Camden by Resolution (MC-21:8211) dated November 9, 2021 awarded a contract to Lexa Concrete, LLC for the FY2019 Resurfacing of Various Streets Project; and

WHEREAS, the contract price set forth in Resolution (MC-21:8211) as aforesaid was One Million Two Hundred Eight Thousand Four Hundred Seventy-Three Dollars (\$1,208,473.00); and

WHEREAS, it is necessary to amend contract #09-21-142 with Lexa Concrete, LLC by Change Order #1 to extend the term through July 31, 2023 due to unforeseen circumstances and additional field work; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the contract #09-21-142 between the City of Camden and Lexa Concrete, LLC be amended to reflect change order #1 to extend the term through July 31, 2023.

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council

FROM: Edward Williams, Director Planning & Development/Office of Capital Improvements

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing Change Order #1, a time extension through 7/31/23 for Construction Contract #09-21-142 with Lexa Concrete, LLC., in connection with FY 2019 Resurfacing of Various Streets project.

Point of Contact: Orion Joyner Capital Improvements (856) 757-7680 OrionJ@ci.camden.nj.us

Name	Department-Division-Bureau	Phone	Email
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## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		3/22	
Supporting Department Director (if necessary)	N			
Director of Grants Management	Y		3/21/23	
Qualified Purchasing Agent	N			
Director of Finance	Y		3/22/23	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:  
City Attorney

Signature

Date

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing Change Order #1, a time extension through 7/31/23 for Construction Contract #09-21-142 with Lexa Concrete, LLC., in connection with FY 2019 Resurfacing of Various Streets project.

### FACTS/BACKGROUND:

- FY 2019 Resurfacing of Various Streets in the City of Camden
- Lexa Concrete, LLC was lowest responsible bidder & awarded contract
- Additional field work via PSE&G require a time extension/change order #1

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** N/A

### IMPACT STATEMENT:

- Unforeseen PSE&G work while project was underway
- Per contractor additional time is needed due to above mentioned
- City Council approval of this legislation will improve City of Camden streets
- If not approved by Council corrective and preventative action to City streets will not be properly addressed

### SUBJECT MATTER EXPERTS/ADVOCATES:

- Orion Joyner, City Engineer
  - Attendance: (Y/N/Tentative). Confirmed?
- Edward Williams, Director Planning & Development
  - Attendance: (Y/N/Tentative). Confirmed?

### COORDINATION:

- Ultimately, City of Camden residents will be impacted by approval of this Council request.

**Prepared by:** Tytanya Ray (856) 757-7680 tyray@ci.camden.nj.us

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Name

Phone/Email

**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	City of Camden
--------------	----------------

Professional Service or EUS Type	Change Order #1
Name of Vendor	Lexa Concrete, LLC.
Purpose or Need for service:	Change Order #1. A no cost contract extension through 7/31/23 in connection with FY 2019 Resurfacing of Various Streets Projects in the City of Camden.
Contract Award Amount	N/A
Term of Contract	
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N/A
Were other proposals received? If so, please attach the names and amounts for each proposal received?	No

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 \_\_\_\_\_

\*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.

\_\_\_\_\_  
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 \_\_\_\_\_



Initial Report \_\_\_\_\_ Revised Report  Closing Report \_\_\_\_\_  
 Bureau of Grants Management Grant Summary Form  
 Grant Status Code: G  
 (green - g; yellow - y; red - r)

Department: Development & Planning – Capital Improvements

Grant Administrator: Tytanya Ray

Grant Administrator #: 757-7628

Project Name:		2019 Resurfacing of Various Streets			
Grant/Funding Agency Program:		NJDOT 2019 Transportation Trust Fund Authority ~ Municipal Aid			
Grant Federal CFDA or State GIMS Number:					
City Contract Date:		pending	City Contract #:		
Application Resolution #:			Appropriation Code :		G-21-666-998
Funding Source:		FY 2019 NJDOT Trust Fund (Municipal Aid)			
Pass Through: <b>circle one</b>	Y or <input checked="" type="radio"/> N	Source:	Municipal and Urban Aid 2019		
Amount of Grant:		\$1,000,000			
Local Match: <b>circle one</b>	<input checked="" type="radio"/> Y or N	Cash:	\$208,473 capital account	In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:			
Date of Analysis:	3.21.2023	Reviewed By:	Kelly Mobley		

**Summary:**

21-Mar-23: Department of Planning and Development – Division of Capital Improvements is seeking council authorization for a time extension through 7/31/23. Unforeseen additional work was required which resulted in an extension in the contract agreement with the contractor. This amendment reflects Change Order #1.

24-Jan-23: The Department of Planning and Development – Division of Capital Improvements is processing invoice #5 (10/7/22 – 11/30/22) for Lexa Concrete for the 2019 Resurfacing Project in the amount of **\$134,849.73** (this amount represents payment #5 (\$2,752.04 less 2% retainage)

12-Jan-23: The Department of Planning and Development – Division of Capital Improvements is processing 75% of the total grant award. This represents the initial reimbursement. The balance will be requested once the project has been completed. Voucher is for \$750,000.00

11-Oct-22: The Department of Planning and Development – Division of Capital Improvements is processing invoice #3 (8/2/22 – 8/19/22) for Lexa Concrete for the 2019 Resurfacing Project in the amount of **\$63,260.96** (this amount represents payment #3 (\$64,552 less 2% retainage)

25-Aug-22: The Department of Planning and Development – Division of Capital Improvements is processing invoice #2 (7/18/22 – 8/1/22) for Lexa Concrete for the 2019 Resurfacing Project in the amount of **\$242,452** (this amount represents payment #2 (\$247,400 less 2% retainage)

2-Aug-22: The Department of Planning and Development – Division of Capital Improvements is processing invoice #1 (4/27/22 thru 5/27/22) for Lexa Concrete for the 2019 Resurfacing Project in the amount of **\$192,295.40** (this amount represents payment #1 (\$196,219.80 less 2% retainage)

1-Nov-21: Department of Planning and Development – Division of Capital Improvements is seeking council authorization to award a construction contract in the amount of \$1,208,473.00 to Lexa

Initial Report \_\_\_\_\_ Revised Report  Closing Report \_\_\_\_\_

**Bureau of Grants Management Grant Summary Form**

**Grant Status Code: G**

**(green - g; yellow - y; red - r)**

Concrete LLC. Funding will be utilized from the grant in the amount of \$1,000,000 and \$208,473.00 from the City's Capital Account (1-01-661-908). This contract was awarded based on a competitive bidding process – lowest responsible bidder of three (3) responses - recommended by the Law Department and Bureau of Purchasing.

**Project Limits:**

**Time Lines:**

**Problematic Areas/Recommendations:**

NJDOT 2019 Municipal Aid – Resurfacing of Various

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

Department: Planning & Development  
Capital Improvements/Project Management

Revised: 3/7/2023

Grant Administrator: Tytanya C. Ray Grant Administrator #: 757-7628

Grant/Project Name:		2019 Resurfacing of Various Streets			
Grant #:		G-21-666-998			
City Contract Date:		11/9/2021 constr. 2/8/22 CM	City Contract #:		09-21-142 constr. 02-22-102 CM
Application Resolution #:		Appropriation Code #:		G-21-666-998 1-01-661-908 3-01-E5-661-906	
Funding Source:		FY 2019 NJDOT Transportation Trust Fund Authority (TTFA)- Municipal Aid			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$1,208,473.00 constr.			
Local Match:	N	N	Cash:		In-Kind
Budget Insertion Resolution # & Date:		R-11 MC-21:8144 9/14/21	Accepting Grant Resolution # MC:		
Term of Grant:		Location of Activity:		See below	
Date of Analysis:		3/7/23	Reviewed By:		Tytanya C. Ray

**Summary: 3/7/2023:** Seeking Council authorization for Change Order #1 for contract #09-21-142 with Lexa Concrete, LLC. Due to additional field work done by PSE&G, a no cost time extension through 7/31/23 is needed in connection with FY 2019 Resurfacing of Various Streets.

**1/20/2023:** Please pay construction invoice #5 to Lexa Concrete in the amount of \$134,849.73 in connection with FY 2019 Resurfacing of Various Streets. To be paid from appropriation code G-21-666-998.

**1/20/2023:** Seeking Council authorization on Amendment #1 for contract #02-22-102 with Pennoni Associates. Amendment amount of \$39,720.00 is for Professional Construction Management & Administration of FY 2019 and FY 2020 Resurfacing of Various Streets projects in the City of Camden.

Original Contract Amount	\$77,320.00
<b>Amendment #1</b>	<u>39,720.00</u>
New Contract Total	\$117,040.00

**11/1/2022:** Forwarding invoice #4 to Lexa Concrete in the amount of \$152,893.97 for construction in connection with FY 2019 Resurfacing of Various Streets project. To be paid from appropriation code G-21-666-998.

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

**10/4/2022:** Forwarding invoice #3 to Lexa Concrete in the amount of \$63,260.96 for construction in connection with FY 2019 Resurfacing of Various Streets project. To be paid from appropriation code G-21-666-998.

**8/24/2022:** Transmitting invoice #2 to Lexa Concrete in the amount of \$242,452.00 for construction in connection with the project. To be paid from appropriation G-21-666-998.

**8/01/2022:** Please pay invoice #1 to Lexa Concrete in the amount of \$192,295.40 for construction work in connection with FY 2019 Resurfacing of Various Streets project.

**1/27/22:** Council approval is requested at the Next Available meeting to award a Professional Services contract to Pennoni Associates, Inc. in the amount of \$77,320.00 for Construction Management & Administration of the FY 2019 and FY 2020 Resurfacing of Various Streets project.

**10/28/21:** Seeking Council authorization to award a \$1,208,473.00 Construction contract to Lexa Concrete, LLC in connection with the FY 2019 Resurfacing of Various Streets project. Award being made from two separate appropriation codes:

G-21-666-998	\$1,000,000.00
1-01-661-908	<u>208,473.00</u>
<b>TOTAL</b>	<b>\$1,208,473.00</b>

**8/26/2021:** Council approval is requested for the following actions in connection with the FY 2019 Resurfacing of Various Streets project:

- Acceptance of NJDOT award in amount of \$1,000,000.00
- Insert NJDOT funds in amount of \$1,000,000.00 into City Budget

**12/18/18:** On behalf of the City, the Department of Planning & Development, Division of Capital Improvements/Project Management will be applying for FY 2019 NJDOT Transportation Trust Fund Authority (TTFA) Municipal Aid for Design, Construction and Inspection of a Roadway Improvement project in the City of Camden. Council action authorizing submission of an application for funding is requested for the February 12, 2019 Council meeting.

**Project Limits: TO BE DETERMINED**

Street	From	To
Eutaw Avenue		
Mickle Street		
Berkley Street		
Bailey Street		
8 <sup>th</sup> Street		
9 <sup>th</sup> Street		
Grant Street		
7 <sup>th</sup> Street		
York Street		
Dudley Street		
Fremont Avenue		

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

Federal Street

Timelines: pending

Problem Areas/Recommendations: Pending

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)

DB:dh  
04-11-23

R-18

**RESOLUTION AUTHORIZING A CHANGE ORDERS #1 & 2, EXTENDING THE TIME PERIOD THROUGH 7/31/23 AND INCREASING THE AMOUNT OF THE CONTRACT BY \$19,024.71 FOR CONSTRUCTION CONTRACT #09-21-143 WITH LEXA CONCRETE, LLC, IN CONNECTION WITH FY 2020 RESURFACING OF VARIOUS STREETS PROJECT**

WHEREAS, the Council of the City awarded Contract No. 09-21-143 to Lexa Concrete, LLC, by Resolution MC-21:8212 dated November 9, 2021 for the FY2020 Resurfacing of Various Streets Project; and

WHEREAS, the contract price set forth in Resolution MC-21:8212 was One Million One Hundred Nineteen Thousand Six Hundred Eighty-Four Dollars (\$1,119,684.00); and

WHEREAS, it is necessary to amend Contract #09-21-143 with Lexa Concrete, LLC, by Change Order No. 1 to extend the term through July 31, 2023 due to unforeseen circumstances and quantity adjustments; and

WHEREAS, it is further necessary to amend Contract No. 09-21-143 with Lexa Concrete, LLC, by Change Order No. 2 in the amount of NINETEEN THOUSAND TWENTY-SEVEN DOLLARS AND SEVENTY-ONE CENTS (\$19,027.71) due to unforeseen site conditions, specifically a change of inlets; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under capital ordinance budget of the City of Camden under line item "3-01-E5-661-906" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that Contract No. 09-21-143 with Lexa Concrete, LLC, be amended to reflect Change Orders No. 1 & No. 2 to extend the term of the agreement through July 31, 2023 and to increase overall amount not to exceed NINETEEN THOUSAND TWENTY-SEVEN DOLLARS AND SEVENTY-ONE CENTS (\$19,027.71) for a total contract amount of ONE MILLION ONE HUNDRED THIRTY-EIGHT THOUSAND SEVEN HUNDRED EIGHT DOLLARS AND SEVENTY-ONE CENTS (\$1,138,708.17).

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: April 11, 2023

The above has been reviewed and approved as to form.



DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council  
FROM: Edward Williams, Director Planning & Development/Office of Capital Improvements  
**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing Change Order #1, a time extension through 7/31/23 for Construction Contract #09-21-143 with Lexa Concrete, LLC., in connection with FY 2020 Resurfacing of Various Streets project.

Point of Contact: Orion Joyner  
Capital Improvements (856) 757-7680  
OrionJ@ci.camden.nj.us

Name	Department-Division-Bureau	Phone	Email
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## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		3/9/23	
Supporting Department Director (if necessary)	N			
Director of Grants Management	Y		3/8/23	
Qualified Purchasing Agent	N			
Director of Finance	Y		3/9/23	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:  
City Attorney

Signature

Date

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing Change Order #1, a time extension through 7/31/23 for Construction Contract #09-21-143 with Lexa Concrete, LLC., in connection with FY 2020 Resurfacing of Various Streets project.

### FACTS/BACKGROUND:

- FY 2020 Resurfacing of Various Streets in the City of Camden
- Lexa Concrete, LLC was lowest responsible bidder & awarded contract
- Additional field work via PSE&G require a time extension/change order #1

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** N/A

### IMPACT STATEMENT:

- Unforeseen PSE&G work while project was underway
- Per contractor additional time is needed due to above mentioned
- City Council approval of this legislation will improve City of Camden streets
- If not approved by Council corrective and preventative action to City streets will not be properly addressed

### SUBJECT MATTER EXPERTS/ADVOCATES:

- Orion Joyner, City Engineer
  - Attendance: (Y/N/Tentative). Confirmed?
- Edward Williams, Director Planning & Development
  - Attendance: (Y/N/Tentative). Confirmed?

### COORDINATION:

- Ultimately, City of Camden residents will be impacted by approval of this Council request.

**Prepared by:** Tytanya Ray (856) 757-7680 tyray@ci.camden.nj.us

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Name

Phone/Email



**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	City of Camden
--------------	----------------

Professional Service or EUS Type	Change Order #1
Name of Vendor	Lexa Concrete, LLC.
Purpose or Need for service:	Change Order #1. A no cost contract extension through 7/31/23 in connection with FY 2020 Resurfacing of Various Streets Projects in the City of Camden.
Contract Award Amount	N/A
Term of Contract	
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N/A
Were other proposals received? If so, please attach the names and amounts for each proposal received?	No

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\*

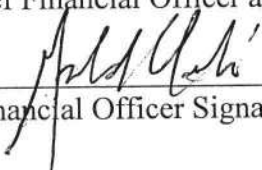
Date \_\_\_\_\_

\_\_\_\_\_  
Business Administrator/Manager Signature

Date \_\_\_\_\_

\*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.

  
\_\_\_\_\_  
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

\_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Date \_\_\_\_\_

Number Assigned \_\_\_\_\_

Initial Report \_\_\_\_\_ Revised Report ✓ Closing Report \_\_\_\_\_  
 Bureau of Grants Management Grant Summary Form  
 Grant Status Code: G  
 (green - g; yellow - y; red - r)

Department: Development & Planning – Capital Improvements

Grant Administrator: Tytanya Ray Grant Administrator #: 757-7628

Project Name:		2020 Resurfacing of Various Streets			
Grant/Funding Agency Program:		NJDOT 2020 Transportation Trust Fund Authority ~ Municipal Aid			
Grant Federal CFDA or State GIMS Number:					
City Contract Date:		pending	City Contract #:		
Application Resolution #:			Appropriation Code :		G-21-666-998
Funding Source:		FY 2020 NJDOT Trust Fund (Municipal Aid)			
Pass Through: <b>circle one</b>	Y or <input checked="" type="radio"/> N	Source:	Municipal and Urban Aid 2020		
Amount of Grant:		\$1,052,864.00 (awarded amount)			
Local Match: <b>circle one</b>	<input checked="" type="radio"/> Y or N	Cash:	\$66,820 (to award the contract)	In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:			
Date of Analysis:	3.8.2023	Reviewed By:	Kelly Mobley		

**Summary:**

8-Mar-23: Department of Planning and Development – Division of Capital Improvements is seeking council approval to authorize

- Change Order #1: no cost extension. Additional field work time was required via PSE&G. Extension request through 7/31/23
- Change Order #2 increasing the contract amount by adding an additional \$19,024.71 to Contract #09-21-143 with Lexa Concrete LLC from the City budget. Change for inlet needed on the project at North 28<sup>th</sup> Street and Westfield Avenue.

9-Dec-22: Department of Planning and Development – Division of Capital Improvements is processing the 3<sup>rd</sup> Invoice for Lexa Concrete LLC for work performed in connection with FY2020 Resurfacing of Various in the amount of \$77,891.38. Total invoice \$79,481 – retainage: \$1,589.62.  
**Total payable: \$77,891.38**

11-Oct-22: : Department of Planning and Development – Division of Capital Improvements is processing the 2<sup>nd</sup> Invoice for Lexa Concrete LLC for work performed in connection with FY2020 Resurfacing of Various in the amount of \$202,123.28. Total invoice \$206,248.25 – retainage: \$4,124.97. **Total payable: \$202,123.28**

5-Aug-22: Department of Planning and Development – Division of Capital Improvements is processing the 1<sup>st</sup> Invoice for Lexa Concrete LLC for work performed in connection with FY2020 Resurfacing of Various in the amount of \$30,441.25. Total invoice \$31,062.50 – retainage: \$621.25.  
**Total payable: \$30,441.25**

1-Nov-21: Department of Planning and Development – Division of Capital Improvements is seeking council authorization to award a construction contract in the amount of \$1,119,684 to Lexa

Initial Report \_\_\_\_\_ Revised Report  Closing Report \_\_\_\_\_

Bureau of Grants Management Grant Summary Form

Grant Status Code: G

(green - g; yellow - y; red - r)

Concrete LLC. Funding will be utilized from the grant in the amount of \$1,052,864 and \$66,820.00 from the City's Capital Account (1-01-661-908). This contract was awarded based on a competitive bidding process – lowest responsible bidder of three (3) responses - recommended by the Law Department and Bureau of Purchasing.

**Project Limits:**

**Time Lines:**

**Problematic Areas/Recommendations:**

NJDOT 2020 Municipal Aid – Resurfacing of Various

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

Department: Planning & Development  
Capital Improvements/Project Management

Revised: 3/7/2023

Grant Administrator: Tytanya C. Ray Grant Administrator #: 757-7628

Grant/Project Name:		2020 Resurfacing of Various Streets			
Grant #:		G-21-666-999			
City Contract Date:		11/9/21 constr. 2/8/22 CM	City Contract #:		09-21-143 constr. 02-22-102 CM
Application Resolution #:		Appropriation Code #:		G-21-666-999 constr. 2-01-661-906 CM 3-01-E5-661-906 CM	
Funding Source:		FY 2020 NJDOT Transportation Trust Fund Authority (TTFA)- Municipal Aid			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$1,052,864.00			
Local Match:	Y	N	Cash:	In-Kind	
Budget Insertion Resolution # & Date:		R-2, MC-21:8167 9/21/21	Accepting Grant Resolution # MC:		R-12, MC-21:8145 9/14/21
Term of Grant:		Location of Activity:		See project limits	
Date of Analysis:		3/7/23	Reviewed By:		Tytanya C. Ray

**Summary:** 3/7/2023: Seeking Council approval on the following actions in connection with FY 2020 Resurfacing of Various Streets:

- Change Order #1 for Lexa Concrete, a no cost time extension through 7/31/23
- Change Order #2 for Lexa Concrete, contract increase in amount of \$19,027.71

Original Contract Amount	\$1,119,684.00
Change Order #1	time ext. only
Change Order #2	<u>19,024.71</u>
New Contract Amount	\$1,138,708.71

1/20/2023: Transmitting the following construction invoices to Lexa Concrete in connection with FY 2020 Resurfacing of Various Streets project. Pay from account code G-21-666-999.

Invoice #4	\$127,149.46
Invoice #5	<u>\$251,743.58</u>
<b>TOTAL PAY</b>	<b>\$378,893.04</b>

1/20/2023: Seeking Council authorization on Amendment #1 for contract #02-22-102 with Pennoni Associates. Amendment amount of \$39,720.00 is for Professional Construction Management & Administration of FY 2019 and FY 2020 Resurfacing of Various Streets projects in the City of Camden.

Original Contract Amount	\$77,320.00
<b>Amendment #1</b>	<u>39,720.00</u>

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

New Contract Total \$117,040.00

**12/8/2022:** Forwarding invoice #3 to Lexa Concrete in the amount of \$77,891.38 for construction work in connection with FY 2020 Resurfacing of Various Streets. To be paid from account code G-21-666-999.

**10/4/2022:** Please pay invoice #2 to Lexa Concrete in the amount of \$202,123.28 for construction work in connection with the project. To be paid from account code G-21-666-999.

**8/04/22:** Transmitting Construction invoice #1 to Lexa Concrete, LLC., in the amount of \$30,441.25 for work in connection with FY 2020 Resurfacing of Various Streets. To be paid from account code G-21-666-999.

**1/27/22:** Council approval is requested at the Next Available meeting to award a Professional Services contract to Pennoni Associates, Inc. in the amount of \$77,320.00 for Construction Management & Administration of the FY 2019 and FY 2020 Resurfacing of Various Streets project.

**10/28/2021:** Seeking Council authorization to award a \$1,119,684.00 Construction contract to Lexa Concrete, LLC in connection with the FY 2020 Resurfacing of Various Streets project. Award being made from two separate appropriation codes:

G-21-666-999	\$1,052,864.00
1-01-661-908	<u>66,820.00</u>
<b>TOTAL</b>	<b>\$1,119,684.00</b>

**8/26/2021:** Seeking Council approval for the following actions in connection with the FY 2020 Resurfacing of Various Streets project:

- Acceptance of NJDOT award in amount of \$1,052,864.00
- Insert NJDOT funds in amount of \$1,052,864.00 into City Budget

**7/19/19:** On behalf of the City, the Department of Planning & Development, Division of Capital Improvements/Project Management will be applying for FY 2020 NJDOT Transportation Trust Fund Authority (TTFA) Municipal Aid for Design, Construction and Inspection of a Roadway Improvement project in the City of Camden. Council action authorizing submission of an application for funding is requested for the August 13, 2019 Council meeting. \*\*Walk-on needed because application was due and submitted on 7/18/19. Certified resolutions authorizing application are needed for submission to NJDOT.

**Project Limits: TO BE DETERMINED**

Street	From	To
Sheridan Street	10 <sup>th</sup> Street	Warsaw Street
Mitchell Street	27 <sup>th</sup> Street	29 <sup>th</sup> Street
Wayne Avenue	27 <sup>th</sup> Street	29 <sup>th</sup> Street
Cleveland Avenue	29 <sup>th</sup> Street	30 <sup>th</sup> Street
Line Street	9 <sup>th</sup> Street	Newton Avenue
Thurman Street	9 <sup>th</sup> Street	10 <sup>th</sup> Street

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

Somerset Street  
28<sup>th</sup> Street  
N. 23<sup>rd</sup> Street  
Midvale Street  
28<sup>th</sup> Street

Admiral Wilson Blvd.  
Federal Street  
Hayes Avenue  
Marlton Avenue  
Westfield Avenue

Raritan Street  
Westfield Avenue  
Pierce Avenue  
Rand Street  
Saunders Street

**Timelines:** pending

**Problem Areas/Recommendations:** Pending

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council

FROM: Edward Williams, Director Planning & Development/Office of Capital Improvements

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing Change Order #2 in amount of \$19,024.71 to Construction Contract #09-21-143 with Lexa Concrete, LLC., in connection with FY 2020 Resurfacing of Various Streets project.

Point of Contact: Orion Joyner  
 Department: Capital Improvements  
 Phone: (856) 757-7680  
 Email: OrionJ@ci.camden.nj.us

Name	Department-Division-Bureau	Phone	Email
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## ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director	Y			
Supporting Department Director (if necessary)	N			
<del>Director of Grants</del> Management	N	yes.	3/8/23	additional funds from budget
Qualified Purchasing Agent	N			
Director of Finance	Y		3/9/23	
Approved by: Business Administrator			3/28	

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

**"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.**

Received by:  
City Attorney

Signature \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance  
<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing Change Order #2 in amount of \$19,024.71 to Construction Contract #09-21-143 with Lexa Concrete, LLC., in connection with FY 2020 Resurfacing of Various Streets project.

### FACTS/BACKGROUND:

- FY 2020 Resurfacing of Various Streets in the City of Camden
- Lexa Concrete, LLC was lowest responsible bidder & awarded contract
- Field conditions require change order

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$19,027.71(change order)

### IMPACT STATEMENT:

- Unforeseen condition determined while project was underway
- Per contractor change of inlet needed at N. 28<sup>th</sup> St. & Westfield Ave. location
- City Council approval of this legislation will improve City of Camden streets
- If not approved by Council corrective and preventative action to City streets will not be properly addressed

### SUBJECT MATTER EXPERTS/ADVOCATES:

- Orion Joyner, City Engineer
  - Attendance: (Y/N/Tentative). Confirmed?
- Edward Williams, Director Planning & Development
  - Attendance: (Y/N/Tentative). Confirmed?

### COORDINATION:

- Ultimately, City of Camden residents will be impacted by approval of this Council request.

**Prepared by:** Tytanya Ray (856) 757-7680 tyray@ci.camden.nj.us

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Name

Phone/Email

**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	City of Camden
--------------	----------------

Professional Service or EUS Type	Change Order #2
Name of Vendor	Lexa Concrete, LLC.
Purpose or Need for service:	Change Order #2. Due to change of inlets a change order is needed in connection with FY 2019 Resurfacing of Various Streets Projects in the City of Camden.
Contract Award Amount	\$19,027.71
Term of Contract	
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N/A
Were other proposals received? If so, please attach the names and amounts for each proposal received?	No

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 \_\_\_\_\_

\*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.

  
\_\_\_\_\_  
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 \_\_\_\_\_

Initial Report \_\_\_\_\_ Revised Report  Closing Report \_\_\_\_\_  
 Bureau of Grants Management Grant Summary Form  
 Grant Status Code: G  
 (green - g; yellow - y; red - r)

Department: Development & Planning – Capital Improvements

Grant Administrator: Tytanya Ray Grant Administrator #: 757-7628

Project Name:		2020 Resurfacing of Various Streets			
Grant/Funding Agency Program:		NJDOT 2020 Transportation Trust Fund Authority ~ Municipal Aid			
Grant Federal CFDA or State GIMS Number:					
City Contract Date:		pending	City Contract #:		
Application Resolution #:			Appropriation Code :		G-21-666-998
Funding Source:		FY 2020 NJDOT Trust Fund (Municipal Aid)			
Pass Through: <b>circle one</b>	Y or <input checked="" type="radio"/> N	Source:	Municipal and Urban Aid 2020		
Amount of Grant:		\$1,052,864.00 (awarded amount)			
Local Match: <b>circle one</b>	<input checked="" type="radio"/> Y or N	Cash:	\$66,820 (to award the contract)	In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:			
Date of Analysis:	3.8.2023	Reviewed By:		Kelly Mobley	

**Summary:**

8-Mar-23: Department of Planning and Development – Division of Capital Improvements is seeking council approval to authorize

- Change Order #1: no cost extension. Additional field work time was required via PSE&G. Extension request through 7/31/23
- Change Order #2 increasing the contract amount by adding an additional \$19,024.71 to Contract #09-21-143 with Lexa Concrete LLC from the City budget. Change for inlet needed on the project at North 28<sup>th</sup> Street and Westfield Avenue.

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**Total payable: \$77,891.38**

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**Total payable: \$30,441.25**

1-Nov-21: Department of Planning and Development – Division of Capital Improvements is seeking council authorization to award a construction contract in the amount of \$1,119,684 to Lexa

Initial Report \_\_\_\_\_ Revised Report  Closing Report \_\_\_\_\_  
Bureau of Grants Management Grant Summary Form  
Grant Status Code: G  
(green - g; yellow - y; red - r)

Concrete LLC. Funding will be utilized from the grant in the amount of \$1,052,864 and \$66,820.00 from the City's Capital Account (1-01-661-908). This contract was awarded based on a competitive bidding process – lowest responsible bidder of three (3) responses - recommended by the Law Department and Bureau of Purchasing.

**Project Limits:**

**Time Lines:**

**Problematic Areas/Recommendations:**

NJDOT 2020 Municipal Aid – Resurfacing of Various


**CAMDEN CITY**  
 520 MARKET STREET  
 P O BOX 95120  
 CAMDEN, NJ 08101-5120  
 TEL (856)757-7000

REQUISITION	
NO.	23-00631

SHIP TO	PLANNING & DEVELOPMENT DIVISION OF CAPITAL IMPROVEMTS 520 MARKET ST. 3RD FL RM 325 CAMDEN, NEW JERSEY 08101
VENDOR	VENDOR #: LEX02 LEXA CONCRETE LLC 11 COMMERCE WAY DR HAMMONTON, NJ 08037.

ORDER DATE: 03/07/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CHANGE ORDER #2 IN CONNECTION WITH FY 2020 RESURFACING OF VARIOUS STREETS PROJECT.  CONTRACT #09-21-143	3-01-E5-661-906	19,024.7100	19,024.71
			TOTAL	19,024.71

Approved: 

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Department Head

Date

Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

Department: Planning & Development  
Capital Improvements/Project Management

Revised: 3/7/2023

Grant Administrator: Tytanya C. Ray Grant Administrator #: 757-7628

Grant/Project Name:		2020 Resurfacing of Various Streets			
Grant #:		G-21-666-999			
City Contract Date:		11/9/21 constr. 2/8/22 CM	City Contract #:		09-21-143 constr. 02-22-102 CM
Application Resolution #:		Appropriation Code #:		G-21-666-999 constr. 2-01-661-906 CM 3-01-E5-661-906 CM	
Funding Source:		FY 2020 NJDOT Transportation Trust Fund Authority (TTFA)- Municipal Aid			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$1,052,864.00			
Local Match:	Y	N	Cash:		In-Kind
Budget Insertion Resolution # & Date:		R-2, MC-21:8167 9/21/21	Accepting Grant Resolution # MC:		R-12, MC-21:8145 9/14/21
Term of Grant:		Location of Activity:		See project limits	
Date of Analysis:		3/7/23	Reviewed By:		Tytanya C. Ray

**Summary: 3/7/2023:** Seeking Council approval on the following actions in connection with FY 2020 Resurfacing of Various Streets:

- Change Order #1 for Lexa Concrete, a no cost time extension through 7/31/23
- Change Order #2 for Lexa Concrete, contract increase in amount of \$19,027.71

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Change Order #1	time ext. only
Change Order #2	<u>19,024.71</u>
New Contract Amount	\$1,138,708.71

**1/20/2023:** Transmitting the following construction invoices to Lexa Concrete in connection with FY 2020 Resurfacing of Various Streets project. Pay from account code G-21-666-999.

Invoice #4	\$127,149.46
Invoice #5	<u>\$251,743.58</u>
<b>TOTAL PAY</b>	<b>\$378,893.04</b>

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Original Contract Amount	\$77,320.00
<b>Amendment #1</b>	<u>39,720.00</u>

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

New Contract Total \$117,040.00

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**10/28/2021:** Seeking Council authorization to award a \$1,119,684.00 Construction contract to Lexa Concrete, LLC in connection with the FY 2020 Resurfacing of Various Streets project. Award being made from two separate appropriation codes:

G-21-666-999	\$1,052,864.00
1-01-661-908	<u>66,820.00</u>
<b>TOTAL</b>	<b>\$1,119,684.00</b>

**8/26/2021:** Seeking Council approval for the following actions in connection with the FY 2020 Resurfacing of Various Streets project:

- Acceptance of NJDOT award in amount of \$1,052,864.00
- Insert NJDOT funds in amount of \$1,052,864.00 into City Budget

**7/19/19:** On behalf of the City, the Department of Planning & Development, Division of Capital Improvements/Project Management will be applying for FY 2020 NJDOT Transportation Trust Fund Authority (TTFA) Municipal Aid for Design, Construction and Inspection of a Roadway Improvement project in the City of Camden. Council action authorizing submission of an application for funding is requested for the August 13, 2019 Council meeting. \*\*Walk-on needed because application was due and submitted on 7/18/19. Certified resolutions authorizing application are needed for submission to NJDOT.

**Project Limits: TO BE DETERMINED**

Street	From	To
Sheridan Street	10 <sup>th</sup> Street	Warsaw Street
Mitchell Street	27 <sup>th</sup> Street	29 <sup>th</sup> Street
Wayne Avenue	27 <sup>th</sup> Street	29 <sup>th</sup> Street
Cleveland Avenue	29 <sup>th</sup> Street	30 <sup>th</sup> Street
Line Street	9 <sup>th</sup> Street	Newton Avenue
Thurman Street	9 <sup>th</sup> Street	10 <sup>th</sup> Street



**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

Somerset Street  
28<sup>th</sup> Street  
N. 23<sup>rd</sup> Street  
Midvale Street  
28<sup>th</sup> Street

Admiral Wilson Blvd.  
Federal Street  
Hayes Avenue  
Marlton Avenue  
Westfield Avenue

Raritan Street  
Westfield Avenue  
Pierce Avenue  
Rand Street  
Saunders Street

**Timelines:** pending

**Problem Areas/Recommendations:** Pending

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)

DB:dh  
04-11-23

R-19

**RESOLUTION AUTHORIZING THE CANCELLATION OF CONTRACT #12-20-197  
BETWEEN THE CITY OF CAMDEN AND ST. JOSEPH'S CARPENTER SOCIETY  
IN THE AMOUNT OF \$300,000.00**

WHEREAS, the Council of the City of Camden by Resolution (MC-20:7750) adopted December 8, 2020 awarded a HOME (subrecipient agreement) #12-20-197 to Saint Joseph Carpenter Society in the amount of Three Hundred Thousand Dollars (\$300,000.00) for the purpose of construction 3 affordable units in the Marlton section of East Camden as part of the Carpenter Square Phase III project; and

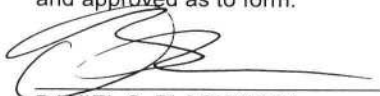
WHEREAS, it is necessary to cancel contract #12-20-197 due to United States Department of Housing and Urban Development requirements; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that Contract #12-20-197 between the City of Camden and Saint Joseph Carpenter Society is hereby canceled.

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.

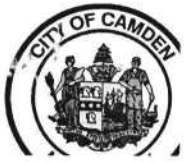
Date: April 11, 2023

The above has been reviewed  
and approved as to form.

  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council  
FROM: Dr. Edward C. Williams, Director - Planning and Development

**TITLE OF ORDINANCE/RESOLUTION: Resolution cancelling contract #12-20-197 between the City of Camden & St. Joseph Carpenter Society in the amount of \$300,000.00**

Point of Contact:	Tina Piliro	Planning and Development	856-757-7323	timorale@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Yes		3/22	
Supporting Department Director (if necessary)				
<del>Director of Grants Management</del>	Yes		3/22/23	
Qualified Purchasing Agent				
Director of Finance			3/22/23	
Approved by: Business Administrator			3/28	

CITY OF CAMDEN GRANTS MANAGEMENT 2023 MAR 22 AM 9:09

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:  
City Attorney

Signature	Date
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\_\_\_\_\_

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution cancelling contract #12-20-197 between the City of Camden & St. Joseph Carpenter Society in the amount of \$300,000.00

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- St. Joseph Carpenter Society was awarded funding through the City's HUD 2020-2021 entitlement grant to assist with construction cost associated with Carpenter Square III.
- HUD monitoring determined this contract is insufficient and must be redone to include updated regulations.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$300,000.00

**IMPACT STATEMENT:**

- If this request is not approved this project will be non-compliant and the City of Camden will be required to pay back all funds to HUD.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- None

**COORDINATION:**

- NA

**Prepared by:**

Tina Piliro

856-757-7323 – timorale@ci.camden.nj.us

---

Name

Phone/Email

**Bureau of Grants Management Grant Summary Form****Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: Development and Planning (Housing Services)Grant Administrator: Tina PiliroGrant Administrator #: 757-7323

Grant/Project Name:		St. Joseph's Carpentry Society – The Carpenter Square Phase III canceling the contract			
Grant #:		HUD HOME funding FY 2020-2021			
City Contract Date:					
Application Resolution #:			Appropriation Code :	G-HM-M20-020	
Funding Source:		HUD HOME Funding			
Pass Through:	Y	N	Source:	City	
Amount of Grant:		\$ 300,000.00			
Local Match:	Y	N	Cash:		In-Kind:
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:		Camden City – East Camden	
Date of Analysis:	March 22, 2023		Reviewed By:	Barbara Johnson <i>BJ</i>	

**Summary:** The Department of Development and Planning/Housing Services is requesting a resolution to cancel a contract between the City of Camden and St. Joseph Carpenter Society for project Carpenter Square III, contract # 12-20-197 in the amount of \$300,000.00. Due to a HUD monitoring we have to cancel and reissue the contract according to the HUD HOME regulations.

The Department of Development and Planning/Housing Services is requesting a resolution authorizing an amendment between the City of Camden and St. Joseph's Carpenter Society. This is amendment #1 to contract #12-20-197. This amendment is necessary to extend the term of said contract through June 30, 2024 to provide ample time for completion of the activities described under the Carpenter Square III project.

Camden City and St. Joseph Carpentry - \$300,000 – Carpenter Square III Project

**Time Lines:****Problematic Areas/Recommendations:**

Camden City and St. Joseph Carpentry - \$300,000 – Carpenter Square III Project

**Bureau of Grants Management Grant Summary Form****Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: Development & Planning - Housing ServicesGrant Administrator: Tina PiliroGrant Administrator #: 757-7323

Grant/Project Name:			St. Joseph Carpenter Society			
Grant #:			HUD FY 2020/2021 HOME Funding			
City Contract Date:						
Application Resolution #:			Appropriation Code :		<b>G-HM-M20-020</b>	
Funding Source:			Housing Entitlement Funding			
Pass Through:	Y	N	Source:	Entitlement Funding		
Amount of Grant:			<b>\$300,000.00</b>			
Local Match:	Y	<b>N</b>	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:			
Term of Grant:			2 Year Term		Location of Activity: Camden City	
Date of Analysis:			Reviewed By:			

**Summary:**

**3/21/2023:** St. Joseph's Carpenter Society was awarded \$300,000 through the City's 2020-2021 HOME Entitlement Grant Program. This award supports construction cost associated with the Carpenter Square III Project. This contract is insufficient and must be redone in order to include updated regulations.

Time Lines: 24 months

**Problematic Areas/Recommendations:**

MBS:dh  
04-12-22

R-25

**RESOLUTION AUTHORIZING AMENDMENT #1 TO CONTRACT #12-20-197  
BETWEEN THE CITY OF CAMDEN AND ST. JOSEPH'S CARPENTER SOCIETY**

WHEREAS, the Council of the City of Camden by (MC-20:7750) dated December 8, 2020 awarded a (subrecipient agreement) HOME contract to St. Joseph's Carpenter Society, for the purpose of construction 3 affordable units in the Marlton section of East Camden as part of the Carpenter Square Phase III Project; and

WHEREAS, the contract price set forth in (MC-20:7750) as aforesaid was THREE HUNDRED THOUSAND DOLLARS (\$300,000.00); and


WHEREAS, it is necessary to amend contract #12-20-197 with St. Joseph's Carpenter Society by Amendment #1 to extend the term until June 30, 2024 to allow additional time to complete project; now, therefore

BE IT RESOLVED, that the City Council of the City of Camden hereby approves Amendment #1 to Contract #12-20-197 with St. Joseph's Carpenter Society to extend the term until June 30, 2024.

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: April 12, 2022

The above has been reviewed  
and approved as to form.

  
MICHELLE BANKS-SPEARMAN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

Range of Accounts: G-HM- -M20-020 to G-HM- -M20-020 Include Cap Accounts: Yes As of: 03/21/23  
Current Period: 03/01/23 to 03/21/23 Skip Zero Activity: Yes

Account No	Description	Adopted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr	Modified Canceled Pd/Chrgd YTD	Balance YTD Unexpended	%Used
G-HM- -M20-020	ST. JOSEPH'S CARPENTERS SOCIETY	300,000.00	0.00	0.00	300,000.00	0.00	100
		0.00	300,000.00	0.00	0.00	300,000.00	
		0.00		0.00	300,000.00		
Control: NOC	Total	300,000.00	0.00	0.00	300,000.00	0.00	100
		0.00	300,000.00	0.00	0.00	300,000.00	
		0.00		0.00	300,000.00		
Department: M20	2020-2021 HOME ACTION PLAN Total	300,000.00	0.00	0.00	300,000.00	0.00	100
		0.00	300,000.00	0.00	0.00	300,000.00	
		0.00		0.00	300,000.00		
CAFR:	HOME BUDGET Total	300,000.00	0.00	0.00	300,000.00	0.00	100
		0.00	300,000.00	0.00	0.00	300,000.00	
		0.00		0.00	300,000.00		
Fund: HM	Budgeted Total	300,000.00	0.00	0.00	300,000.00	0.00	100
		0.00	300,000.00	0.00	0.00	300,000.00	
		0.00		0.00	300,000.00		
Fund: HM	Non-Budgeted Total	0.00	0.00	0.00	0.00	0.00	0
		0.00	0.00	0.00	0.00	0.00	
		0.00		0.00	0.00		
Fund: HM	Total	300,000.00	0.00	0.00	300,000.00	0.00	100
		0.00	300,000.00	0.00	0.00	300,000.00	
		0.00		0.00	300,000.00		
Final Budgeted		300,000.00	0.00	0.00	300,000.00	0.00	100
		0.00	300,000.00	0.00	0.00	300,000.00	
		0.00		0.00	300,000.00		
Final Non-Budgeted		0.00	0.00	0.00	0.00	0.00	0
		0.00	0.00	0.00	0.00	0.00	
		0.00		0.00	0.00		
Final Total		300,000.00	0.00	0.00	300,000.00	0.00	100
		0.00	300,000.00	0.00	0.00	300,000.00	
		0.00		0.00	300,000.00		



DB:dh  
04-11-23

R-20

**RESOLUTION AUTHORIZING THE CANCELLATION OF CONTRACT #11-19-168  
BETWEEN THE CITY OF CAMDEN AND PARKSIDE BUSINESS & COMMUNITY IN  
PARTNERSHIP, INC. IN THE AMOUNT OF \$200,000.00**

WHEREAS, the Council of the City of Camden by Resolution (MC-19:7176) adopted November 12, 2019 awarded a HOME (subrecipient agreement) #11-19-168 to Parkside Business & Community In Partnership, Inc. in the amount of Two Hundred Thousand Dollars (\$200,000.00) for the purpose of construction cost associated with 1410, 1412, 1414 & 1416 Haddon Avenue Project associated with the Parkside Place One and Two project; and


WHEREAS, it is necessary to cancel contract #11-19-168 due to the COVID-19 Epidemic the project had multiple delays and will not meet the HUD required 4-year completion date; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that Contract #11-19-168 between the City of Camden and Parkside Business & Community In Partnership, Inc. is hereby canceled.

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_

DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council  
FROM: Dr. Edward C. Williams, Director - Planning and Development

**TITLE OF ORDINANCE/RESOLUTION: Resolution cancelling contract #11-12-19 between the City of Camden & Parkside Business & Community in Partnership, Inc. in the amount of \$200,000.00**

Point of Contact:	Tina Piliro	Planning and Development	856-757-7323	timorale@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	YES		3/22/23	
Supporting Department Director (if necessary)				
<del>Director of Grants Management</del>	YES		3/22/23	
Qualified Purchasing Agent				
Director of Finance				

CITY OF CAMDEN GRANTS MANAGEMENT 2023 MAR 22 AM 9:09

Approved by:  
Business Administrator

\_\_\_\_\_  
Signature Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:  
City Attorney

\_\_\_\_\_  
Signature Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution cancelling contract #11-12-19 between the City of Camden & Parkside Business & Community in Partnership, Inc. in the amount of \$200,000.00

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- Parkside Business & Community in Partnership, Inc. was awarded funding through the City's HUD 2019-2020 entitlement grant to assist with construction cost associated with the Parkside Place one & Two project.
- This project has had multiple delays due to COVID and will not meet the HUD required 4-year completion date.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$200,000.00

**IMPACT STATEMENT:**

- If this contract is not cancelled this project will be out of compliance and the City of Camden will be required to pay back all funds to HUD.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- None

**COORDINATION:**

- NA

**Prepared by:**

Tina Piliro

856-757-7323 – timorale@ci.camden.nj.us

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Name

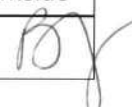
Phone/Email

Initial Report  Revised Report  Closing Report   
**Bureau of Grants Management Grant Summary Form**  
**Grant Status Code: G**  
(green - g; yellow - y; red - r)

Department: Development and Planning (Housing Services)

Grant Administrator: Tina Piliro

Grant Administrator #: 757-7323

Grant/Project Name:			Parkside Business and Community in Partnership Inc. Canceling the Contract # 11-12-19			
Grant #:			HUD HOME funding FY 2019			
City Contract Date:						
Application Resolution #:			Appropriation Code :		G-HM-M20-020	
Funding Source:			HUD HOME Funding			
Pass Through:	Y	N	Source:	City		
Amount of Grant:			\$ 200,000.00			
Local Match:	Y	N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:			
Term of Grant:			Location of Activity:		Camden City – Parkside	
Date of Analysis:		March 22, 2023	Reviewed By:		Barbara Johnson 	

**Summary:** The Department of Development and Planning/Housing Services is requesting a resolution to cancel a contract between the City of Camden and Parkside Business and Community in Partnership Inc. in the amount of \$200,000.00, contract #11-12-19. The project has had multiple delays due to COVID and will not meet the HUD HOME required 4-year completion date.

The Department of Development and Planning/Housing Services is requesting a resolution to authorizing amendment #1 to contract #11-19-168 between the City of Camden and Parkside Business Community in Partnership Inc.

The Parkside Business Community in Partnership was awarded funding through the City's HOME Program for the purpose of implementing Place One and Two.

**Time Lines:**

**Problematic Areas/Recommendations:**

**Bureau of Grants Management Grant Summary Form****Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: Development & Planning - Housing ServicesGrant Administrator: Tina PiliroGrant Administrator #: 757-7323

Grant/Project Name:			Parkside Place One and Two			
Grant #:			HUD FY 2019/2020 HOME Funding			
City Contract Date:						
Application Resolution #:			Appropriation Code :		<b>G-HM-M19-021</b>	
Funding Source:			Housing Entitlement Funding			
Pass Through:	Y	N	Source:	Entitlement Funding		
Amount of Grant:			<b>\$200,000.00</b>			
Local Match:	Y	<b>N</b>	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:			
Term of Grant:			2 Year Term		Location of Activity: Camden City	
Date of Analysis:			Reviewed By:			

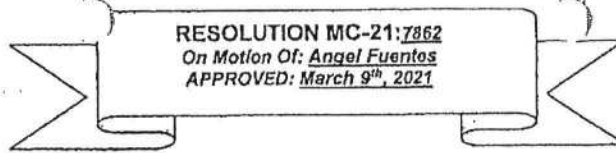
**Summary:**

**3/21/2023:** Parkside Business & Community in Partnership, Inc. was awarded \$200,000 through the City's 2019-2020 HOME Entitlement Grant Program. This award supports construction cost associated with the Carpenter Square One and Two. This project has had multiple delays due to COVID and will not meet HUD's 4-year completion date.

Time Lines: 24 months

**Problematic Areas/Recommendations:**

ET:dh  
03-09-21



R-8

**RESOLUTION AUTHORIZING AMENDMENT #1 TO CONTRACT #11-19-168  
BETWEEN PARKSIDE BUSINESS & COMMUNITY PARTNERSHIP, INC.**

WHEREAS, the Council of the City of Camden by (MC-19:7176) dated November 12, 2019 awarded a (subrecipient agreement) HOME contract to Parkside Business & Community In Partnership, Inc., for the purpose associated with the Parkside Place One and Two Project for the construction cost associated with 1410, 1412, 1414 & 1416 Haddon Avenue Project; and

WHEREAS, the contract price set forth in (MC-19:7176) as aforesaid was TWO HUNDRED THOUSAND DOLLARS (\$200,000.00); and


WHEREAS, it is necessary to amend contract #11-19-168 with Parkside Business & Community In Partnership, Inc. by Amendment #1 to extend the term until June 30, 2023 to allow additional time to complete project; now, therefore


BE IT RESOLVED, that the City Council of the City of Camden hereby approves Amendment #1 to Contract #11-19-168 with Parkside Business & Community In Partnership, Inc. to extend the term until June 30, 2023 to allow additional time to complete project.


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: March 9, 2021

The above has been reviewed and approved as to form.

  
EDWARD TRUEBLOOD  
Assistant City Attorney

  
CURTIS JENKINS  
President, City Council

ATTEST:   
LUIS PASTORIZA  
Municipal Clerk

Range of Accounts: G-HM- -M19-021 to G-HM- -M19-021 Include Cap Accounts: Yes As Of: 03/21/23  
Current Period: 03/01/23 to 03/21/23 Skip Zero Activity: Yes

Account No	Description	Adopted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr	Modified Canceled Pd/Chrgd YTD	Balance YTD Unexpended	%Used
G-HM- -M19-021	PARKSIDE BUSINESS & COMMUNITY IN PARTNER	200,000.00	0.00	0.00	200,000.00	0.00	100
		0.00	200,000.00	0.00	0.00	200,000.00	
		0.00		0.00	200,000.00		
Control: NOC	Total	200,000.00	0.00	0.00	200,000.00	0.00	100
		0.00	200,000.00	0.00	0.00	200,000.00	
		0.00		0.00	200,000.00		
Department: M19	2019 - 2020 HOME PROGRAM Total	200,000.00	0.00	0.00	200,000.00	0.00	100
		0.00	200,000.00	0.00	0.00	200,000.00	
		0.00		0.00	200,000.00		
CAFR:	HOME BUDGET Total	200,000.00	0.00	0.00	200,000.00	0.00	100
		0.00	200,000.00	0.00	0.00	200,000.00	
		0.00		0.00	200,000.00		
Fund: HM	Budgeted Total	200,000.00	0.00	0.00	200,000.00	0.00	100
		0.00	200,000.00	0.00	0.00	200,000.00	
		0.00		0.00	200,000.00		
Fund: HM	Non-Budgeted Total	0.00	0.00	0.00	0.00	0.00	0
		0.00	0.00	0.00	0.00	0.00	
		0.00		0.00	0.00		
Fund: HM	Total	200,000.00	0.00	0.00	200,000.00	0.00	100
		0.00	200,000.00	0.00	0.00	200,000.00	
		0.00		0.00	200,000.00		
Final Budgeted		200,000.00	0.00	0.00	200,000.00	0.00	100
		0.00	200,000.00	0.00	0.00	200,000.00	
		0.00		0.00	200,000.00		
Final Non-Budgeted		0.00	0.00	0.00	0.00	0.00	0
		0.00	0.00	0.00	0.00	0.00	
		0.00		0.00	0.00		
Final Total		200,000.00	0.00	0.00	200,000.00	0.00	100
		0.00	200,000.00	0.00	0.00	200,000.00	
		0.00		0.00	200,000.00		

A-21

DB:dh  
04-11-23

**RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT WITH PARKSIDE  
BUSINESS COMMUNITY IN PARTNERSHIP FOR THE ADMINISTRATION OF THE  
2022 NJ NEIGHBORHOOD PRESERVATION GRANT FOR THE PARKSIDE  
HADDON AVENUE BUSINESS CORRIDOR REVITALIZATION PROJECT**

WHEREAS, the City of Camden has been awarded funding through the New Jersey Department of Community Affairs; and

WHEREAS, PBCIP has submitted a proposal in connection with the Parkside Haddon Avenue Business Corridor Revitalization Project for the purpose to implement a revitalization plan that specifies investment in façade improvement, clean streets, building rehab and business development efforts that deliver sustained small business and residential vitality along Haddon Avenue corridor; and

WHEREAS, the City of Camden desires to enter into an agreement with PARKSIDE BUSINESS COMMUNITY IN PARTNERSHIP for an amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for the provision of said services; and

WHEREAS, the grant has an in kind/local match in the amount of \$25,000.00 that will be funded by the City's existing Urban Enterprise Zone grant program; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "G-02-41-664-022" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper officers be and are hereby authorized to enter into a subrecipient agreement with PARKSIDE BUSINESS COMMUNITY IN PARTNERSHIP in connection with the Parkside Haddon Avenue Business Corridor Revitalization Project as outlined in the grant award for an amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00).

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: April 11, 2023

The above has been reviewed  
and approved as to form.



DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
City Council President

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk





# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council  
FROM: Dr. Edward C. Williams, PP, AICP, AHP, CSI, CZO, Director  
Planning & Development

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH PARKSIDE BUSINESS COMMUNITY IN PARTNERSHIP (PBCIP) FOR THE ADMINISTRATION OF THE 2022 NJ NEIGHBORHOOD PRESERVATION GRANT (NPP) FOR THE PARKSIDE HADDON AVENUE CORRIDOR REVITALIZATION PROJECT FOR 2023 THROUGH 2026**

Point of Contact:	Candice Walker	Planning & Development	X3542	CaJeffer@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

CITY OF CAMDEN  
COMMITTEE  
GRANT

Responsible Department Director Supporting Department Director (if necessary) Director of Grants Management Qualified Purchasing Agent Director of Finance	Recommend Approval (Y/N)	Signature	Date	Comments
	Y		3/27	
	Y		3/23/23	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Sub-recipient agreement; grant application; letter of award; resolution approving year 2 budget and implementation plan. DCA approvals

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

***“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:  
City Attorney

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Signature

Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH PARKSIDE BUSINESS COMMUNITY IN PARTNERSHIP (PBCIP) FOR THE ADMINISTRATION OF THE 2022 NJ NEIGHBORHOOD PRESERVATION GRANT (NPP) FOR THE PARKSIDE HADDON AVENUE CORRIDOR REVITALIZATION PROJECT FOR 2023 THROUGH 2026**

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- City and PBCIP entered into a sub-recipient agreement in 2021, expired December 2022
- The grant is a five (5) year grant renewable each year @ \$125k each year
- Requesting a new agreement that will extend until the end of the grant period
- This action will allow the city/PBCIP to expend the grant funds as required by grant regulations

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$125,000 per year

**IMPACT STATEMENT:**

- If approved, it will allow PBCIP to continue their revitalization efforts in Parkside and along the Haddon Avenue Commercial Corridor. Funds are used in addition to other leveraging funds to spur economic development in the neighborhood
- Funds will be used enhance the appearance of the corridor.
- Council approval will allow neighborhood revitalization to continue and meets the grant requirements of the City
- If not approved, will not be able to continue projects on the corridor and hinder progress.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Bridget Phifer, Parkside Business Community In Partnership
  - Attendance: (Y/N/Tentative). Confirmed?
- Name, Organization 2.
  - Attendance: (Y/N/Tentative). Confirmed?
- Additional as required...

**COORDINATION:**

- Impacted: Residents of Parkside Neighborhood, Businesses of the Haddon Avenue Commercial Corridor; Parkside Business Community in Partnership, City of Camden, County of Camden

Prepared by: Candice Walker

x3542 cajeffe@ci.camden.nj.us

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Name

Phone/Email

## Bureau of Grants Management Grant Summary Form

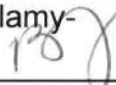
Grant Status Code: G

(green - g; yellow - y; red - r)

Department: Department of Planning – Housing Services

Grant Analyst: Candice Jefferson

Contact #: 856-757-7344

Grant/Project Name:		2022 NPP Grant – Parkside Haddon Avenue Business Corridor Revitalization – Year 2 Implementation Plan Sub recipient agreement					
Grant #:							
City Contract Date:				City Contract #:			
Application Resolution #:		MC-21:8113		Appropriation Code:		G-02-41-664-022	
Funding Source:		NJDCA - NPP					
Pass Through:				Source:			
Amount of Grant:		\$ 125,000.00					
Local Match:		Y	N	Cash:	Leveraging Projects	In-Kind:	\$25,000.00
Budget Insertion Resolution # & Date:				Accepting Grant Resolution # MC:			
Term of Grant:		1-1-2023/12-31-2023		Location of Activity:		Camden City Census 6103	
Date of Analysis:		03/21/2023		Reviewed By:		Barbara Bellamy-Johnson 	

**Summary:** The Department of Planning and Development /Housing Services is requesting a resolution authorizing the City of Camden to enter into a sub-recipient agreement with Parkside Business Community in Partnership (PBCIP) for the administration of the 2022 NJ Neighborhood Preservation Grant (NPP) for the Parkside Haddon Avenue Corridor Revitalization Project.

The Department of Planning and Development/Housing Services is requesting a resolution for the City of Camden and Parkside Business & Community in Partnership (PBICP) **to insert** the NPP Year 2 Implementation Plan and budget for the NJ Neighborhood Preservation Program Grant. The total amount of the budget is \$125,000.00.

The Department of Planning and Development/Housing Services is requesting a resolution for the City of Camden and Parkside Business & Community in Partnership (PBICP) **to accept** the NPP Year 2 Implementation Plan and budget for the NJ Neighborhood Preservation Program Grant. The total amount of the budget is \$125,000.00.

## Bureau of Grants Management Grant Summary Form

Grant Status Code: G

(green - g; yellow - y; red - r)

The Department of Planning and Development/Housing Services is requesting a resolution for the City of Camden and Parkside Business & Community in Partnership (PBICP) to submit the NPP Year 2 Implementation Plan and budget for the NJ Neighborhood Preservation Program Grant. The total amount of the budget is \$125,000.00.

The Purpose of the grant: Neighborhood Preservation Program (NPP) Grant was awarded to the City of Camden in partnership with PBCIP for the revitalization of Haddon Avenue Commercial Corridor in the Parkside Neighborhood in the amount of \$125,000 for Year 2 of the grant. The award of this grant is paramount to the continued revitalization of the Parkside neighborhood. This collaboration is focused on elevation Parkside thru cooperative partnership, equitable community development practices and implementing transparent community engagement strategies. These core components evolved from Parkside's newly municipal approved Neighborhood Strategic Plan.

The City's cost toward this grant/endeavor is \$25,000 for in kind/matching funds, will be provided through the City's existing Urban Enterprise Zone grant program.

Year 1 - The award provided funding to implement a revitalization plan that specifies investment in façade improvement, clean streets, building rehab and business development efforts that deliver sustained small business and residential vitality along Haddon Avenue corridor. The grant agreement is attached has all requirements and stipulations. The budget is attached with a breakdown of how the funds will be expended and section C includes the Scope of Services for the grant. The only change that Grants Management is aware of is that the \$25,000 in-kind match is coming from the City of Camden and not the businesses in the Parkside Haddon Avenue Corridor as stated previous in the grant.

**Time Lines:**

**Problematic Areas/Recommendations**

**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	<b>CITY OF CAMDEN</b>
--------------	-----------------------

Professional Service or EUS Type	N/A
Name of Vendor	<b>PARKSIDE BUSINESS COMMUNITY IN PARTNERSHIP</b>
Purpose or Need for service:	Grant award in 2022 for Neighborhood Preservation Program through DCA in partnership with Parkside Business Community in Partnership (PBCIP). The award was a 5 year grant which expires December 31, 2026. The City and PBCIP entered into a 1year sub-recipient agreement which expired. Must be renewed in order to expend funds.
Contract Award Amount	\$125,000 per year
Term of Contract	4 years
Temporary or Seasonal	n/a
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Yes
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N/A
Were other proposals received? If so, please attach the names and amounts for each proposal received?	NO

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 \_\_\_\_\_

Initial Report \_\_\_\_ Revised Report \_\_\_\_ Closing Report \_\_\_\_  
**Bureau of Grants Management Grant Summary Form**  
**Grant Status Code: G**  
 (green - g; yellow - y; red - r)

Department: PLANNING & DEVELOPMENT

Grant Administrator: CANDICE JEFFERSON

Administrator #:

Grant/Project Name:		<b>2022 NPP GRANT/PARKSIDE HADDON AVENUE BUSINESS CORRIDOR REVITALIZATION</b>			
Grant #:		2022-02351-0050-00			
City Contract Date:		City Contract #:			
Application Resolution #:		MC21:81 13	Appropriation Code :		G-02-41-664-022
Funding Source:		NJDCA -NPP			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$125,000			
Local Match:	Y	N	Cash:	Leveraging projects	In-Kind: \$25,000
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		October 2021 – December 2026	Location of Activity:		Census Tract 6103
Date of Analysis:		Reviewed By:			

**Summary:**

**2/22/23:** Council request renew subrecipient agreement for year 2 of 5 from January 1, 2023 through December 2023. Grant for year 2 is \$125k.

**2/22/23:** As approved by DCA – Payment for invoice from October 1, 2022 through December 31, 2022: Salary & Wages (\$16,098.34); Facade Improvements (\$20,000) Consultants (\$22,357.69); Marketing and Business Development (\$9,478.64). **Total Payment: \$67,934.67**

**12/8/22:** City Council action requesting approval of Year 2 Implementation Plan and Budget as approved by DCA. Requesting for January 2023 meeting.

**10/24/22:** As approved by DCA - Payment for invoice from July 1, 2002 through September 30, 2022:Salary & Wages \$2,725.00; Consultant: 12,156.25; Marketing & Promotions: 11,500; Clean Streets: \$6,376.71. **Total Payment: \$32,757.96**

**9/19/22:** Payment for Invoice from Oct. 2021 through June 30, 2022: Salary & Wages: (\$6,176.66); Consultant: (\$2,843.75); Marketing (\$588.67); Technology (\$75.00); Community Events (\$3,500); Clean Streets (\$11,123.29) **Total Payment: \$24,307.37**

**6/7/22: Resolution to facilitate Subrecipient Agreement with PBCIP for the disbursement of DCA NPP Grant funding.**

**2/17/22: Resolution in support of the Neighborhood Preservation Program Implementation Plan (IP) as approved by DCA**

**11/24/21: The City of Camden applied for and received a grant in the amount of \$125k for the 2022 NJ DCA NPP Grant Program for revitalization of the Haddon Avenue Corridor in the Parkside**

Initial Report \_\_\_\_ Revised Report \_\_\_\_ Closing Report \_\_\_\_

## Bureau of Grants Management Grant Summary Form

Grant Status Code: G

(green - g; yellow - y; red - r)

### Neighborhood.

There is a municipal match of \$25k which will be funded to businesses in the Haddon Avenue Business Corridor through already established programs

**Time Lines:** October 1, 2021 through December 31, 2022

**Problematic Areas/Recommendations:**



## Subrecipient Agreement 07-22-137

This Subrecipient Agreement made this 31 day of August, 2022, by and between the City of Camden, 520 Market Street, P.O. Box 95120, Camden, NJ 08101-5120, and Parkside Business & Community In Partnership, Inc. 1487 Kenwood Avenue, Camden, NJ 08103.

### I. ARTICLE I – PURPOSE OF AGREEMENT

The City of Camden desires to enter into a Subrecipient Agreement (hereinafter, "Agreement") to perform professional services in connection with the New Jersey Department of Community Affairs Neighborhood Preservation Program Grant Application.

### II. ARTICLE II – SCOPE OF SERVICES

Parkside Business & Community In Partnership, Inc., shall provide the following professional services in connection with this Agreement:

- Implementation Services Neighborhood Preservation Program Grant (hereinafter, "NPP")
  - Parkside Business & Community In Partnership, Inc. will serve as the NPP Coordinator for the City of Camden NPP Program.
  - Parkside Business & Community In Partnership, Inc., will work with the City of Camden to develop and implement a 5-Year Strategic Action Plan that focuses on community revitalization in the Parkside neighborhood.
  - Parkside Business & Community In Partnership, Inc. will conduct Phase 1 activities with the City including:
    - establishment of the NPP office,
    - engagement of local residents,
    - conduct neighborhood assessments, and
    - development of a 5-Year Workplan to be completed by June 30, 2026.
  - Parkside Business & Community In Partnership, Inc. will conduct Phase 2 activities including:
    - Implementation of prioritized Year 1 projects, and
    - Programming that are identified in the 5-Year Strategic Action Plan.
  - Parkside Business & Community In Partnership, Inc. will provide documentation to the City of Camden to support the submission of any required NPP/Department of Community Affairs reports as per the Grant Agreement.
  - Parkside Business & Community In Partnership, Inc. shall meet with the staff of the City of Camden's Department of Planning and Development to provide regular updates on projects and programming.

### III. ARTICLE III-MUNICIPAL RESPONSIBILITY

The City of Camden, through its employees, shall cooperate with Parkside Business & Community In Partnership, Inc. and provide any information available to it which will assist Parkside Business & Community In Partnership, Inc. in the performance of the Scope of Services including available data, background information and representatives for meetings, negotiations, or court appearances as requested by the Parkside Business & Community In Partnership, Inc. The City of Camden will also provide a match to the

NPP Grant in the form of in-kind services and leveraging of neighborhood investments over the five (5) grant period.

#### IV. **ARTICLE IV-PAYMENT**

The City of Camden will pay for the Scope of Services in the amount of \$125,000 per grant requirements to the Parkside Business & Community In Partnership, Inc. within the City of Camden's procurement guidelines by developing a Requisition wherein Parkside Business & Community In Partnership, Inc. will be able to drawdown funds as needed.

#### V. **ARTICLE V- GENERAL PROVISIONS**

- **Assignment**
  - Parkside Business & Community In Partnership, Inc. agrees not to assign or transfer its rights or responsibilities in this Agreement without the prior written consent of the City of Camden. Under the terms of this Agreement, Parkside Business & Community In Partnership, Inc. may engage other professionals to assist in the fulfillment of the work, if there are no employees on staff capable of performing the work.
- **Beneficial Interest**
  - Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City of Camden and Parkside Business & Community In Partnership, Inc.
- **Confidential Information**
  - Parkside Business & Community In Partnership, Inc. agrees that it shall not, at any time or in any manner, either directly or indirectly communicate to any person, corporation, firm, partnership or other legal entity any information of a confidential nature involving the business or operations of the City of Camden unless authorized by the appropriate municipal official.
- **Duration of the Agreement**
  - The duration of this Agreement shall begin on the date of award and shall be for a period of one-year renewable.
- **Insurance**
  - Parkside Business & Community In Partnership, Inc. is an independent contractor and not an employee of the City of Camden. Parkside Business & Community In Partnership, Inc. shall be responsible to maintain all insurance which is required by the laws of the State of New Jersey.
- **Ownership of Plans and Reports**
  - The City of Camden shall be the owner of all reports or documents prepared by Parkside Business & Community In Partnership, Inc. which have been paid for by the City of Camden.
- **Standard of Care**
  - Parkside Business & Community In Partnership, Inc. shall perform the Scope of Services in a professional manner consistent with generally accepted principles established for its profession. Professional services often require decisions which are not based on exact science, but rather on skilled judgment. Parkside Business & Community In Partnership, Inc. shall use that degree of care and skill normally exercised in the profession under similar circumstances at the time that

the services are rendered. This standard of care shall not be judged according to later standards. No express or implied warranty or representation is provided as to the success or issuance of any approvals or permits for any application submitted by or on behalf of the City of Camden based in whole or in part upon the plans, designs or document prepared by Parkside Business & Community In Partnership, Inc.

- **Notices**

- Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties at the following addresses:

Parkside Business & Community In Partnership, Inc.	City of Camden
1487 Kenwood Ave.	520 Market Street
Camden, NJ 08103	Camden, NJ 08101

- **Termination of Contract**


- Each party reserves the right to terminate this Agreement at any time upon thirty (30) days notice to Parkside Business & Community In Partnership, Inc. or City of Camden. In the event the Agreement is terminated, or the project is abandoned, the **City of Camden** shall be responsible for the payment of all work performed by **Parkside Business & Community In Partnership, Inc.** to the point of termination.

- **Entire Agreement**

- This Agreement represents the entire agreement between parties. No amendment to this Agreement shall be valid unless it is made in writing and executed by the parties and approved by Resolution of both the City Council of the City of Camden and the Board of Commissioners of Parkside Business & Community In Partnership, Inc.

Party receiving services:


City of Camden

Signed by: 

Date: 9/16/22

Party providing services

Parkside Business & Community In Partnership, Inc.

Signed by: 

Date: 9-31-22

DB:dh  
01-10-23

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO ACCEPT THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS NEIGHBORHOOD PRESERVATION PROGRAM IN PARTNERSHIP WITH PARKSIDE BUSINESS COMMUNITY IN PARTNERSHIP, INC. ("PBCIP") TO APPROVE YEAR 2 IMPLEMENTATION PLAN & BUDGET FOR THE NJ NEIGHBORHOOD PRESERVATION PROGRAM GRANT**

WHEREAS, the City of Camden and PBCIP submitted to New Jersey Department of Community Affairs (NJCA) for the approval of year 2 budget of Neighborhood Preservation Program (NPP) grant awarded in 2022 to the City and PBCIP; and

WHEREAS, the City of Camden desires to apply for and obtain a year 2 grant from the New Jersey Department of Community Affairs, Neighborhood Preservation Program with Parkside Business & Community In Partnership, Inc. for approximately \$125,000.00 for the implementation of a holistic neighborhood revitalization plan that specifies investment in façade improvements, building rehabilitation, branding/messaging and small business development efforts to deliver sustained neighborhood vitality for Haddon Avenue corridor; and

WHEREAS, the City of Camden has an in-kind match of \$12,500; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden:

- 1) that the City of Camden does hereby authorize the application for such grant; and
- 2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and
- 3) also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the City of Camden and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the Mayor or his designee of the City of Camden are hereby authorized to execute all documents related to said application.

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: January 10, 2023

The above has been reviewed  
and approved as to form.

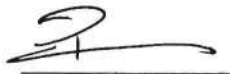


DANIEL S. BLACKBURN  
City Attorney



ANGEL FUENTES  
President, City Council

ATTEST:



LUIS PASTORIZA  
Municipal Clerk



State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO BOX 806  
TRENTON, NJ 08625-0806

PHILIP D. MURPHY  
Governor

LT. GOVERNOR SHEILA Y. OLIVER  
Commissioner

February 28, 2023

Ms. Kelly Mobley  
Coordinator for Federal and State Aid  
City of Camden  
City Hall  
520 Market Street  
Camden, New Jersey 08101-5120

Re: Neighborhood Preservation 2022  
Amendment #: **2022-02351-0050-05**  
Total Award Amount: **\$250,000.00**

Dear Ms. Mobley:

The New Jersey Department of Community Affairs proposes to amend Agreement **2022-02351-0050-04** dated January 30, 2023 with this Amendment, **2022-02351-0050-05**, between the Department and City of Camden. Please review this amendment letter and its attachments carefully. It may implement additional ancillary amendment purposes and agreement changes in addition to those which may have been requested.

The proposed purpose of this amendment is to:

- increase the award amount of the Agreement through the addition of **\$125,000.00** in new funds, thereby raising the total award amount to **\$250,000.00**. Execution of this amendment will implement the new budget attached and designated as **Section B**.
- modify the source and distribution amongst sources of funds. The amended 'Funding Amount and Sources of Funds' is contained in the attached amended '**AGREEMENT DATA SHEET**'.
- modify the grant/loan award period of the Agreement. The amended grant/loan award period is contained on the attached amended '**AGREEMENT DATA SHEET**'.
- modify the project title and purpose of the grant/loan. The amended project title and purpose of grant/loan is contained on the attached amended '**AGREEMENT DATA SHEET**'.
- modify the objectives of the grant/loan. The amended objectives are contained in the attached amended **Section C**.
  - modify the scope of services of the grant/loan. The amended scope of services is contained in the attached amended **Section C**.
- modify provisions of Section A. SPECIFIC TERMS AND CONDITIONS. The amended provision(s) is contained in the attached amended **Section A**.
- modify components and service areas. The amended component(s) is contained in the new budget attached and designated as **Section B**. The amended service area(s) is contained in the attached amended '**AGREEMENT DATA SHEET**'.

You may view this Amendment by selecting '**Grant Amendments/Revisions**' under the History section of the **SAGE System's** Grant Menu. Please contact your Program Manager should you have any questions. Thank you.

Sincerely,

 **Janel Winter**  
Division Director  
Community Affairs

**Recipient Acceptance of Terms:**

**Ms. Kelly Mobley**  
**Coordinator for Federal and State Aid**  
City of Camden

**DEPARTMENT GRANT/LOAN APPROVAL OFFICER CERTIFICATION:**

**Dipali Patel**  
**Fiscal Administrator**

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

AGREEMENT DATA SHEET

( X ) GRANT ( ) LOAN

**PROJECT INFORMATION**

FUNDING PROGRAM NAME: *Neighborhood Preservation 2022*  
 PROJECT TITLE: *Parkside Haddon Avenue Business Corridor Revitalization*  
 SERVICE AREA(S): *City of Camden*

**RECIPIENT INFORMATION**

AGENCY NAME: *City of Camden*  
 ADDRESS: *City Hall  
 520 Market Street  
 Camden, New Jersey 08101-5120*  
 CHIEF FINANCIAL OFFICER: *Mr. Gerald Seneski*  
 VENDOR ID #: *216000418-09*  
 TELEPHONE NUMBER: *(856) 757-7200*  
 CHARITIES REGISTRATION #: *EX0000000*  
 (Nonprofit Agencies Only)  
 SAM Unique Entity #: *L5MTYJ62P314*

**STATE INFORMATION**

DEPARTMENT: *NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS*  
 DIVISION: *Division of Housing and Community Resources*  
 ADDRESS: *101 South Broad Street, 5th Floor  
 PO Box 806  
 Trenton, NJ 08625-0806*  
 CONTACT PERSON: *Jef Buehler*  
 TELEPHONE NUMBER: *(609) 633-9769*

**FUNDING AMOUNT AND SOURCE OF FUNDS**

	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>CFDA #</u>
1 (State Funds)	2022-100-022-8020-092-F301-6020	\$125,000.00	
2 (State Funds)	2023-100-022-8020-092-F301-6020	\$125,000.00	
<b>SUBTOTAL</b>		<b>\$250,000.00</b>	
<b>OTHER FUNDS</b>		<b>\$770,100.00</b>	
<b>TOTAL</b>		<b>\$1,020,100.00</b>	

**GRANT/LOAN AWARD PERIOD**

GRANT/LOAN AWARD PERIOD: **October 01, 2021 THROUGH: December 31, 2023**  
 LENGTH OF AWARD PERIOD: **2 Years, 3 Months**  
 LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: **March 30, 2024**

**PURPOSE OF GRANT/LOAN**

This award will provide funding to implement a revitalization plan that specifies investment in façade improvement, clean streets, branding, building rehab and business development efforts that deliver sustained small business and residential vitality along Haddon Avenue corridor.



**State of New Jersey**  
 DEPARTMENT OF COMMUNITY AFFAIRS  
 101 SOUTH BROAD STREET  
 PO BOX 806  
 TRENTON, NJ 08625-0806

PHILIP D. MURPHY  
*Governor*

LT. GOVERNOR SHEILA Y. OLIVER  
*Commissioner*

**Section A      SPECIFIC TERMS AND CONDITIONS**

By virtue of the execution of the Grant/Loan Agreement, the Recipient agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant/Loan Agreement provisions are detailed as follows:

**1. BONDING AND INSURANCE**

**Fidelity Bonding:**

- ( ) Fidelity Bonding with the limit of liability of at least \$0.00 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.
- (X) No Fidelity Bonding shall be required.

**Insurance(s):**

The Department must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after 30 days written notice to the New Jersey Department of Community Affairs.

- ( ) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than \$1 million per occurrence for bodily injury liability and property damage liability.
- ( ) Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1 million per occurrence for bodily injury liability and property damage liability.
- ( ) Workers' Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than \$100,000.
- ( ) Additional Insurance Coverage(s) required:
- (X) No Additional Insurance shall be required.

**2. METHOD OF PAYMENT**

**Advance Payment**

- (X) An Advancement of Funds in the amount of \$112500 shall be made.
- ( ) No Advancement of Funds shall be made.







**State of New Jersey**  
 DEPARTMENT OF COMMUNITY AFFAIRS  
 101 SOUTH BROAD STREET  
 PO BOX 806  
 TRENTON, NJ 08625-0806

PHILIP D. MURPHY  
*Governor*

LT. GOVERNOR SHEILA Y. OLIVER  
*Commissioner*

**Payment Type**

**Payments shall be made as indicated below:**

- Reimbursement payments based on the actual rate of disbursement shall be made
- Monthly
- Quarterly
- Other:
- Fixed payments of \$ shall be made .
- A Lump Sum payment upon execution of the agreement.
- A Lump Sum payment at the end of the award period.
- Other:

**Final Payment Withheld**

- Final payment of \$0.00 shall be withheld pending receipt of final reports.
- No Final payment shall be withheld.
- Other:

**3. BUDGET VARIANCE FLEXIBILITY**

Variance of expenditures from budgeted amounts is permitted without a formal amendment to the Grant/Loan Agreement within the following limitations:

- There is no permitted budget flexibility variance between major budget cost categories.
- Within major budget cost categories, there is a maximum allowable budget line item flexibility of 10%. No individual line item expenditures may exceed the amount budgeted for that line item by an amount in excess of 10% of the budgeted amount.
- Under no circumstances may total expenditures exceed the total grant/loan award amount.

Expenditures that exceed these limitations must be authorized via a budget revision approved by the Department. Expenditures incurred that exceed the permitted budget variance flexibility prior to Departmental approval of a revised budget are at risk for being disallowed by the Department.

**4. PROJECT INCOME**

Project income, if any, shall be:

- Added to project funds to further eligible program objectives; or
- Deducted from Recipient's payment request for allowable costs; or
- Used for the cost-sharing or matching requirement; or
- Returned to the Department.
- Not Applicable.



**5. FINANCIAL AND PERFORMANCE REPORTING**

**Financial Reports** - A Fiscal Monitoring Report comparing the Recipient's actual expenditures of the project with the approved Budget included in this Grant/Loan Agreement shall be submitted with each request for payment, except for advance funding, if any. The Fiscal Monitoring Report shall be certified by the Recipient's Chief Financial Officer and submitted to the Department with the State voucher requesting payment.

**Performance Reports** - A Performance report(s) indicating the progress of the project shall be submitted:

- Monthly
- Quarterly
- Annually
- Other:

**Final Report** - A final report shall be submitted to the Department no later than 60 days after completion of the grant/loan award period or termination of this Grant/Loan Agreement. Extensions to reporting due dates may be granted upon written request to the Department.

**6. AUDIT REQUIREMENTS**

- Audit Required.
- Audit Not Required. Recipient must submit to the Department supporting documentation for all grant/loan expenditures.

**Audit Costs** - The pro rata share of the cost of any required single audit or the cost of a program-specific audit, financial statement audit, or other limited scope audit shall be paid from funds:

- Provided for by this Grant/Loan Agreement.
- Provided by the Recipient from other funding sources.
- Not Applicable.

**Additional Schedules** - Additional schedules may be requested by the Department, if funding is made available to pay for such additional schedules.

- Additional Supplemental Schedules required as listed below:
- No Additional Supplemental Schedules required.

**7. GRANT ADMINISTRATION AUTOMATION**

The recipient acknowledges that this agreement is recorded within and administered utilizing DCA SAGE, the DCA *System for Administering Grants Electronically* (<https://dcasage.intelligrants.com/portal.asp>). The recipient agrees to establish SAGE access for recipient staff in sufficient quantity and with sufficient authority to fulfill the requirements of the SAGE system and to assign relevant staff to the SAGE system grant record corresponding to this grant agreement document.

**Section B**

Budget Detail

**2022-02351-0050-05**

Camden City

**Requested Funds**      **Funds from Other Sources**      **Total Amount**

**Budget Category**

Program - Development				
Rehab-Commercial				
Renovation to commercial exteriors	\$20,000.00	\$50,000.00	\$70,000.00	
Minor Category Sub-Total	\$20,000.00	\$50,000.00	\$70,000.00	
Major Category Sub-Total	\$20,000.00	\$50,000.00	\$70,000.00	
PROGRAM - Other				
Other				
New Pop-Up Plaza & Open Space Areas	\$14,857.69	\$15,000.00	\$29,857.69	
Minor Category Sub-Total	\$14,857.69	\$15,000.00	\$29,857.69	
Miscellaneous				
Yiftee Gift Card Program	\$7,500.00		\$7,500.00	
Minor Category Sub-Total	\$7,500.00	\$0.00	\$7,500.00	
Major Category Sub-Total	\$22,357.69	\$15,000.00	\$37,357.69	
PROGRAM - Personnel				
Salaries/Wages				
Staff overseeing the NPP projects and Indirect Costs	\$25,000.00	\$15,000.00	\$40,000.00	
Minor Category Sub-Total	\$25,000.00	\$15,000.00	\$40,000.00	
Major Category Sub-Total	\$25,000.00	\$15,000.00	\$40,000.00	
PROGRAM - Purchased Services				
Consultant				
Uniform Design Standards along Business Corridor	\$9,500.00		\$9,500.00	
NPP Implementation Plan Updates	\$5,500.00		\$5,500.00	



Budget Category	Requested Funds	Funds from Other Sources	Total Amount
ADM - Personnel			
Salaries/Wages			
Staff overseeing the NPP projects and Indirect Costs	\$25,000.00	\$17,500.00	\$42,500.00
Minor Category Sub-Total	\$25,000.00	\$17,500.00	\$42,500.00
Major Category Sub-Total	\$25,000.00	\$17,500.00	\$42,500.00
Program - Development			
Acquisition - Building			
Acquisitions along Haddon Avenue	\$15,000.00	\$334,000.00	\$349,000.00
Minor Category Sub-Total	\$15,000.00	\$334,000.00	\$349,000.00
Major Category Sub-Total	\$15,000.00	\$334,000.00	\$349,000.00
PROGRAM - Other			
Other			
New Plaza & Open Space Areas	\$15,000.00	\$0.00	\$15,000.00
Market the Corridor to New Businesses	\$5,000.00	\$10,000.00	\$15,000.00
Coop Business Space for Entrepreneurs and Business Own	\$5,000.00	\$50,000.00	\$55,000.00
Minor Category Sub-Total	\$25,000.00	\$60,000.00	\$85,000.00
Major Category Sub-Total	\$25,000.00	\$60,000.00	\$85,000.00
PROGRAM - Purchased Services			
Marketing & Promotion			
Community Events - Street Festival, Learning Garden & Sm	\$15,000.00	\$70,000.00	\$85,000.00
Tell the Parkside Story thru Public Art Exhibits	\$30,000.00	\$50,000.00	\$80,000.00
Minor Category Sub-Total	\$45,000.00	\$120,000.00	\$165,000.00





**SECTION C - SCOPE OF SERVICES: 2022-02351-0050-05****GRANT/LOAN AGREEMENT****Program: 2022 Neighborhood Preservation Program**

Between the **State of New Jersey Department of Community Affairs (“Department”)** and **City of Camden (“Grantee”)**

1. The Grantee shall administer and perform the obligations set forth in this grant agreement with the Department and shall comply with the criteria of the NPP Program as defined by the New Jersey Department of Community Affairs that are referenced in this agreement.
2. WORKPLAN
  - A. The Grantee will receive up to \$250,000 of the NPP funds provided under this Grant Agreement as follows:
    - a. Phase I: The Grantee may use from \$0 to \$25,000 and dedicate the first six months of the grant term to engage/hire the services of a full-time NPP Coordinator to carry out activities to develop a 5-year Neighborhood District Implementation Plan. Phase I activities may include: the establishment of a local NPP office to perform administrative program functions, coordinate the development of a 5-year Implementation Plan, and engage with local residents and business community to participate in the revitalization efforts. Phase I funds may also be used to hire a professional consultant to assist in the development of the 5-year Implementation Plan.
    - b. Phase II: The Grantee may use from \$100,000 to \$125,000 of program funds to implement elements of the Implementation Plan following approval of the Implementation Plan by the Department. Upon approval, the Implementation Plan shall be incorporated as part of this Grant Agreement as defined in the Budget section of the grant in SAGE. Program activities and related expenditures costs cannot extend past the grant term without written approval from the Department.
    - c. Year Two Implementation Plan: The Grantee may use up to \$125,000 of program funds to implement elements of the Year Two Implementation Plan, and from that total up to \$25,000 for program administration following approval of the Implementation Plan by the Department. Upon approval, the Implementation Plan shall be incorporated as part of this Grant Agreement as defined in the Budget section of the grant in SAGE. Program activities and related expenditures costs cannot extend past the grant term without written approval from the Department.
3. The Department shall make an advance payment to the Grantee total of 90% of the grant upon execution of this contract.
  - A. The Grantee shall submit all payment documentation for grant closeout via SAGE (“System for Administering Grants Electronically”), as a Financial Status Report/Expense Report.
4. The Grantee shall report on a regular basis on the progress of the NPP grant implementation. This report shall be submitted via SAGE as an Objectives Monitoring Report. There are multiple reports during the grant period.
5. The Grantee shall provide representatives of the Department access to all documentation and records related to the administration and implementation of this Agreement. The Grantee shall also permit these representatives to periodically conduct on-site and on-line monitoring of the Project if requested.



6. The Department reserves the right to suspend and/or cancel this Grant/Loan Agreement for nonperformance of any of Grant/Loan Agreement provisions. Failure by the Grantee to comply with agreement stipulations, standards or conditions may give the Department cause to suspend this agreement and withhold further payments, prohibit additional obligations or project funds pending corrective action, disallow all or part of the cost associated with the noncompliance, terminate this agreement or take other remedies that may be legally available.

Formal written notice of suspension/cancellation of grant/loan agreement and/or reduction in funding will be provided to the grantee in advance of the adverse action to be taken together with recommendations to correct deficiencies. Grantees that correct deficiencies in accordance with guidance provided in the written notice shall be reinstated.

7. This agreement will be closed out following the Department's final decision regarding approval of the NPP documentation, reporting, and project implementation certification submitted by the Grantee.

**State of New Jersey**  
**Department of Community Affairs**  
**and**  
Camden City

Grant/Loan Agreement Number: 2022-02351-0050-05

Neighborhood Preservation 2022

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**DEPARTMENT OF COMMUNITY AFFAIRS FOR AMENDMENT LETTER AUTHORIZED SIGNATURES:**

**Accepted and Agreed to for Recipient:**

Approved By Victor Carstarphen, Mayor (03/02/2023 1:15PM)

**For New Jersey Department of Community Affairs Approval Only:**

**DIVISION DIRECTOR APPROVAL AND CERTIFICATION:**

Approved By Sheri Malnak-Renn (03/01/2023 1:33PM)

**FISCAL APPROVAL OFFICER CERTIFICATION:**

**I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award**

## Neighborhood Preservation Program

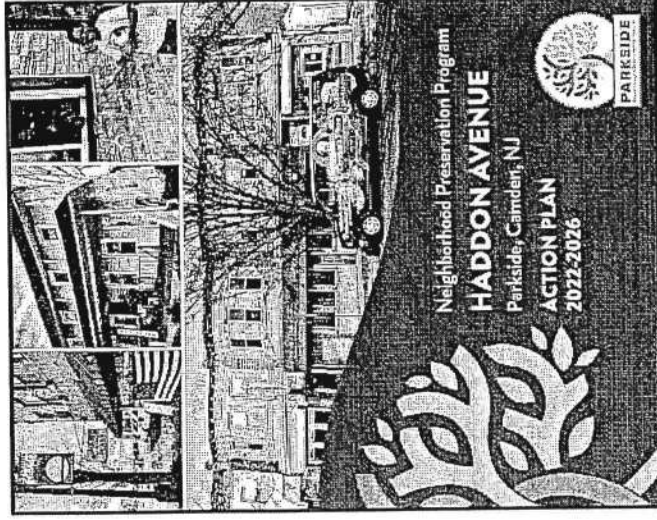
Haddon Avenue

Year 2 – Implementation Plan (2023)

Parkside's Neighborhood Preservation Program designation presented a real 'learning journey' for PBCIP in 2022. Our major accomplishments included:

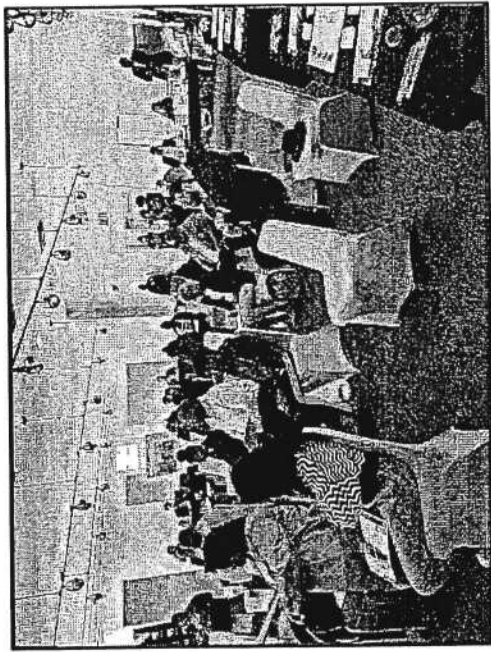
- 1) Engaged Claire Jaffe of Pennoni Associates for the development of Haddon Ave Implementation Plan. The plan documents, in detail, the critical steps necessary to restore and rehab the Haddon Ave corridor with a step-by-step list of tasks that will help the project team stay on track. Draft copy is attached. Haddon Avenue Implementation Plan seeks to provide a framework for making meaningful change for the Parkside community. The following goals have been proposed:
  - Goal 1: Support new and existing businesses and encourage entrepreneurship.
  - Goal 2: Create and curate a vibrant, culturally rich, and locally supportive corridor that helps tell the Parkside Story.
  - Goal 3: Enhance the physical conditions of the corridor to create a safer, more welcoming area for residents and visitors.
  - Goal 4: Strengthen, support, and sustain local residents and improvements to the corridor

Five-year plan approved by DCA's NPP program administrator and Camden city municipal council (March 8<sup>th</sup>).



2) Hosted Invest Parkside Event April 28<sup>th</sup> at the Camden County Historical Society. The event provided a comprehensive overview of market study results as well as current and future leasing and investment opportunities for Had don Avenue corridor. Over 60 individuals were in attendance including realtors, small business lenders, and small business owners throughout Camden, South Jersey and the Philadelphia area. Several small businesses expressed interest in 1327 Haddon Ave along with other infill projects. Lead sponsor for the event Fulton Bank.

Invest Parkside event led to identifying the tenant (Curate Noir) for retail space to be newly restored at 1327 Haddon Ave. Curate Noir, a black-owned business cooperative, will offer flex retail to other black owned entrepreneurs and small business owners in Camden city and the region. PBCIP along with its collaborative partner LAEDA will support Curate Noir's marketing and community awareness goals.



## Market Opportunities\*

### 3 Large Employment Centers

- Lady Lourdes Hospital, Campbell's Soup & Subaru
- Estimated 6,000 employees
- Majority between the ages of 30 and 54
- 67% earn greater than \$40,000 annually

### Market Size, Demand & Leakage - Retail Trade Area

- Total Market Size - \$87,986,119
- Average Demand Per Household - \$33,474
- Leakage Rate Annually - \$41,413,154

### Retail Categories - Market Support

- Auto Parts & Accessories
- Home Furnishings
- Electronics & Appliances
- Food & Beverage Stores
- Health & Personal Care
- Clothing and Accessories
- Sporting Goods, Hobbies, Books and Music
- Full Service Restaurants & Limited-Service Eateries

PBCIP was successful with securing funding thru PNC Bank's Racial/Social Equity program to support small business development and subsidize CN's occupancy for year 1 and year 2 of tenancy. This subsidy is based on Curate Noir's ability to secure lease incentive via NJ EDA's lease assistance program. EDA's program provides reimbursement of 20% of annual lease payment for 2 years of a 5 or 10-year lease. Reimbursement will be used to repay PBCIP for a portion of its investment.

- 3) Established Façade Design Guidelines for NPP District. The document provides helpful information about good design practices for commercial/retail spaces and focuses on aspects of buildings and sites that are visible from public streets and vantage points – building facades, signage and site improvements. The guidebook aims to:
  - Improve overall quality of Haddon Ave corridor
  - Help maintain an attractive look and feel of the local historic architecture
  - Protect existing historic character of the corridor
  - Improve the pedestrian experience and neighborhood atmosphere
  - Help to streamline the design approval process PBCIP's Small Business Façade and Property Improvement Programs

Look book reviewed and approved by Haddon Avenue Business Association's Executive Board, PBCIP board and NPP Steering committee with strong support. Document also received approved from Camden's Planning Director Dr. Edward Williams.

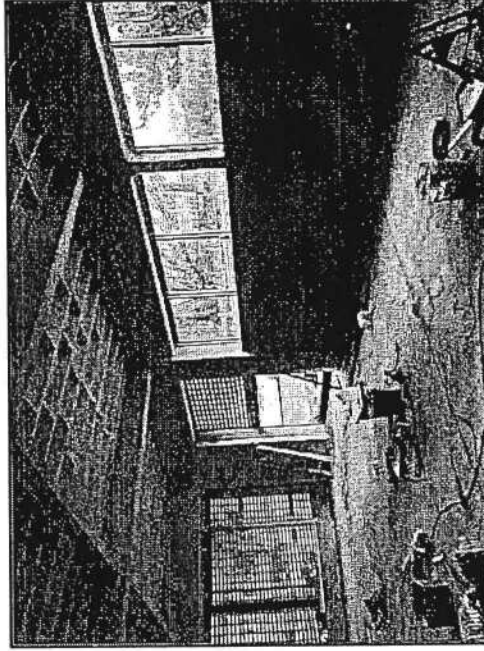
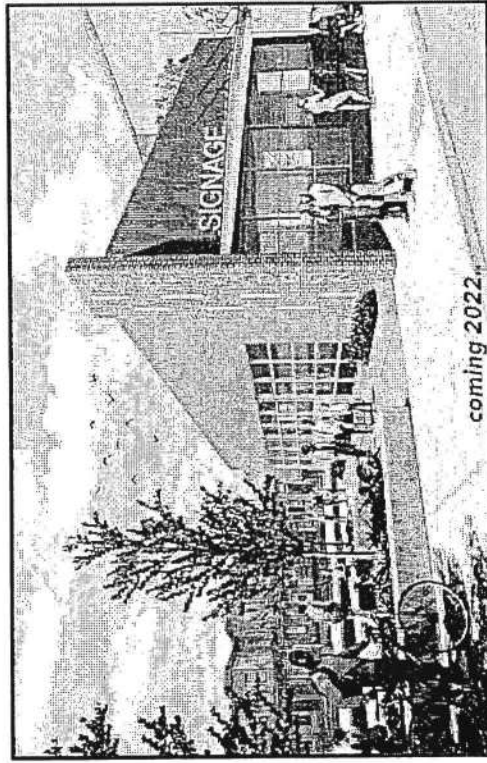
To date, we have received 10 completed façade applications ranging from Donkey's Steaks to Stars Adult Day Center to ReFresh Laundromat. These locations will be prioritized utilizing NRTC funding in 2023. [Design guidelines can be found here.](#)

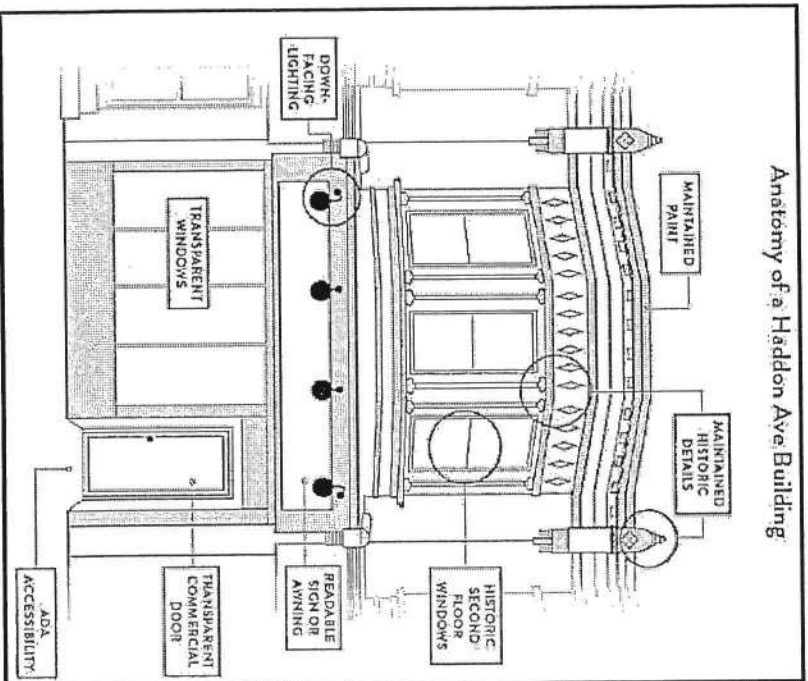
- 4) PBCIP offered an opportunity to shop small and shop local along Haddon Avenue at its annual Haddon Avenue Street Festival. Event was held Saturday September 24<sup>th</sup> 12-5:30pm. In collaboration with the Mask Melanin Market, close to 60 businesses of color showcased their brands in vibrant *marketplace* environment. Vendors ranged from the Enterprise Center's mobile small business lab to vegan food truck to entrepreneurs selling jewelry, handbags, natural body products, clothing and so much more. The event showcased national entertainer/rapper Chubb Rock and highlighted multiple entertainers with a strong regional and local following including Mir Fontaine, RoBB, Mary Cross, J Solstice, Back for Business Tena Riley, Atlantic Records artist Mir Fontane and more! Camden High's marching band and local dance teams (Date to Dance and Kipp Dancer) performed and left the crowd wanting more.

Event also included family-friendly activities, like book giveaways and information on healthy lifestyle, nutrition and eco-friendly living thru area service providers. Health and wellness screenings were conducted by Virtua Lourdes. Local growers and black owned farmer (Free Haven Farms) were on-hand to sell locally sourced produce. A Pop Up Plaza was created at 1327 Haddon Ave to engage participants in games of "life size" Checkers, Connect 4, Jenga and a tournament of Pokemon and Yu-Gi-Oh. Pop Up Plaza was designed and run by local staffers of local planning firm Pennoni. Link to photos of Pop Up Plaza can be found here <https://photos.app.goo.gl/84qQMnhJ86CCQurU37>

5) Retained Public Relations firm Marshzin Marketing & Management to support social media and marketing strategies to accurately depict the story of Parkside, the Haddon Ave small business community and PBCIP. Marshzin is scheduled to commence November 21<sup>st</sup> by promoting Small Business Saturday with the launch of Yiftee gift cards for the purpose of providing a one-stop digital solution to driving spending exclusively to Parkside's small business community.

6) Awarded NPP Capital Improvement Grant totaling \$350K for redevelopment of 1327 Haddon Avenue. Restoration of the property is an opportunity to address the corridor's physical conditions, create jobs and to grow new and expanded retail. Additionally, redevelopment of 1327 will establish a sense of place. Slated for March 2023 opening, the project is being constructed to create a quality retail environment for a local small business collective. The project will help develop PBCIP's goal to make Parkside a healthy community by creating a safe and aesthetically pleasing environment at a busy area of the corridor trafficked by consumers (from throughout the region) who frequent Haddon's flagship businesses. The project is in keeping with NPP survey responses related to the question of what respondents would like to see happen the most in Parkside. The answer... "enhance and revitalize storefronts, facades and historic buildings along Haddon Avenue corridor". Investments to the physical conditions of the Haddon Ave buildings reflect the desired future of the community. Thanks to the team at NPP, project was awarded the Leading Innovation Award for Economic Development at 2022 Governor's Conference.





Year 1 will be capped off with the completion of four (4) Haddon Avenue storefronts for renovated and improved aesthetics at 1047 (Body Designer's Fitness Studio), 1049 (MNK Denim retail), 1216 (MAGIC on the Ave retail) and 1218 Haddon Avenue (TT's Barber Shop). Business owners with less than \$250K net earnings contribute to improvements in the form of a \$500 application fee. Business owners with earnings greater than \$250K contribute at 1:1 match. Funded improvements scheduled for November/December 2022 include concrete demolition and repair at sidewalk/street level, capping of exterior aluminum at first and second floor windows, exterior facade scrapping, replacement of light fixtures, brick pointing.

Facade Design summary has been delivered to every business on the district. As mentioned previously, we have received 10 completed applications ranging from Donkey's Steaks to Stars Adult Day Center to ReFresh Laundromat. These locations will be prioritized (in 2023) utilizing NRTC funding.



### A Look Ahead to 2023

Through engagement and continued dialogue during quarterly NPP stakeholder meetings, monthly community meetings, input from Haddon Avenue Business Association and ideas curated from local business and Haddon Ave property owners, the VISION continues. Goals, strategies and actions for Year 2 of the Parkside Neighborhood Preservation Program will include the following activities:

**Goal 1:** Support new and existing businesses and encourage entrepreneurship

Year 2 (fiscal year 2023) Activities: **ECONOMIC VALUE**

**A) Facade Improvements:** The facades along a commercial corridor are an important way to market a business and signal a level of quality to the community and visitors. But funding is often a barrier for business owners to make improvements. Funded solely by NRTC and local UEZ funding in Year 2, this matching program, will provide Haddon Avenue owners the resources necessary to make improvements to their facades that can increase business and enliven the corridor. (\$0 NPP)

- B) **Provide technical and advocacy support to the local community:** PBCIP continues its work of transforming the Haddon Avenue business corridor into a thriving marketplace through the cultivation of resident entrepreneurs, the strengthening of locally owned businesses and the strategic recruitment of established minority-owned retail operators. PBCIP will continue to work closely to identify and assist emerging entrepreneurs and small business owners to start and grow their businesses. Our hope is to help foster entrepreneurship as new businesses help contribute identity, create jobs and revive community. (\$0 NPP)
- C) **Market the Corridor to New Businesses:** Continue to host events and show off what the neighborhood has to offer. Corridor Manager will work on creating the “just right” environment for business coordination and marketing campaigns to tell Parkside’s unique story locally and regionally to attract new business owners, visitors and partners in rebuilding a healthier Haddon Ave corridor. (\$5,000 NPP)
- D) **Development of vacant storefronts:** PBCIP will identify subsidy, complete pre-development activity, procure local contractor and begin construction on at least one disinvested property along Haddon. The goal is to provide an opportunity for small business occupancy in which independent entrepreneurs can launch, thrive and succeed. This project type represent PBCIP’s focus on completing smaller infill projects. (\$15,000 NPP)
- E) **Co-op business space for entrepreneurs and business owners to grow and flourish:** The restoration and renovation of 1327 Haddon Ave is well underway. Upon completion, the property will give space to a local business collective “Curate Noir” that will house independent entrepreneurs eager to conduct business thru an in-store experience. PBCIP has recognized this local entrepreneurial culture and seek to foster the growth of these neighborhood businesses, by providing an opportunity for emerging and growing businesses to occupy affordable physical space with connection to training and development thru local collaborative partners. Funding will offset cost for business opening. (\$5,000 NPP)

**Goal 2:** Create and curate a vibrant, culturally rich and locally supportive corridor that helps tell the Parkside story.

Year 2 (fiscal year 2023) Activities: ECONOMIC and PLACE VALUE

- A) **Scheduling, promoting and hosting events along Haddon Ave corridor:** PBCIP with support from HABA will continue to activate the corridor thru regularly scheduled and/or pop up events. PBCIP will host the Annual Street Festival, a series of events in the Learning Garden and a Small Business Saturday event. PBCIP and its outreach/marketing team will work on branding and creating buzz around the events to draw large crowds. (\$15,000 NPP)
- B) **Tell the Parkside Story thru Public Art Exhibits:** Utilize the arts as a way to build a robust local economy along Haddon Avenue that diversifies retail opportunities and extends to its existing retail and restaurant sectors. Currently vacancies and disinvested buildings have a negative impact on the perception of the commercial corridor’s vitality and quality of the consumer shopping experience. The goal of activating vacant retail with public art is rooted in the idea of maintaining street level activity, protecting property values, elevating neighborhood integrity and accessibility and safeguarding Haddon Ave against further economic property blight. (\$30,000 NPP)
- C) **Maintain Clean Streets with presence of Clean Team:** Clean Streets are a basic but necessary element to help residents and visitors feel safe, taken care of, and at home. During Year 2, PBCIP will continue with 3-day week service for cleanliness along the commercial corridor. (\$15,000 NPP)



Goal 3: Enhance the physical conditions of the corridor to create a safer, more welcoming area for residents and visitors  
 Year 2 (Fiscal year 2023) Activities: **SOCIAL and PLACE VALUE**

A) **Create a new plaza/open space area along the corridor:** A new plaza at 1327 Haddon Ave will be created as a gathering place for residents, merchants and visitors. Plaza is being designed by local architectural firm Donovan Architects and will be installed upon completion of construction at 1327. (\$15,000 NPP)

Goal 4: Strengthen, support and sustain local residents and improvements to the corridor  
 Year 2 (Fiscal year 2023) Activities: **CIVIC VALUE**

A) **Retain NP Coordinator** to focus specifically on implementing the goals and objectives for transforming the entrepreneurial climate and built environment along Haddon Ave. NPP Coordinator is critical to managing day-to-day operations of the program. (\$25,000 NPP)

Camden NPP Year 2 Budget

Project	NPP Year 2		Leverage		Funding Source		Municipal Match 2023-Year 2
	2023	2023	Year 2	2023	Year 2		
<b>Goal 1: PROG DEV: Small Business Support</b>							
Facade Improvements	\$ 0	\$ 75,000	**NRTC and local UEZ	\$ 25,000			
Provide technical and advocacy support	\$ 0	\$ 30,000	**NRTC				
Marketing	\$ 5,000	\$ 10,000	**NRTC				
Development of Vacant Storefront/Infill Lots and Buildings	\$ 15,000	\$ 309,000	NRTC, Fulton, UEZ				
Co-Op Business Space	\$ 5,000	\$ 50,000	**PNC				
		<b>Section Subtotal \$ 25,000</b>		<b>\$ 404,000</b>			
<b>Goal 2: PROG OTHER: Parkside Story</b>							
Community Events - Street Festival, Learning Garden & Small Business Saturday	\$ 15,000	\$ 70,000	**NRTC, local sponsors				
Public Art Exhibits	\$ 30,000	\$ 50,000	NRTC				
Clean Streets	\$ 15,000	\$ 30,000	**NRTC				
		<b>Section Subtotal \$ 60,000</b>		<b>\$ 150,000</b>			
<b>Goal 3: PROG PURCHASED SVCS: Haddon Avenue Corridor Enhancements</b>							
New Plaza & Open Space Areas	\$ 15,000	\$ 0	N/A				
		<b>Section Subtotal \$ 15,000</b>					
<b>Goal 4: ADMIN OTHER: Leadership for Moving Forward</b>							
Corridor Biz Coordinator	\$ 25,000	\$ 5,000	**PBCIP				
In Kind Contribution - Admin	\$ 0	\$ 37,500	**PBCIP and Camden city	\$ 12,500			
	\$ 25,000	\$ 5,000					
<b>Section Subtotal</b>	<b>TOTAL: \$ 125,000</b>	<b>\$ 596,500</b>					<b>\$ 37,500</b>

\*\*denotes committed funds



DEPARTMENT OF PLANNING & DEVELOPMENT  
**CITY OF CAMDEN**  
NEW JERSEY

VICTOR CARSTARPHEN  
MAYOR

Division of Housing Services  
TEL: (856) 757-7344

November 28, 2022

Bridget Phifer, Executive Director  
Parkside Business Community In Partnership  
1487 Kenwood Avenue  
Camden, NJ 08103

**Re: Neighborhood Preservation Program  
Year 2 – City of Camden Match**

Dear Ms. Phifer:

Please allow this communication to serve as the City of Camden, Department of Planning & Development's commitment for Year 2 of the Neighborhood Preservation Program.

- \$12,500 - In Kind Contribution  
Employees: Dr. Edward C. Williams, Director  
Brian Coleman, Director of NPP  
Candice Jefferson, Chief Clerk
- \$25,000 -UEZ Commercial Façade Program  
Assist businesses on Haddon Avenue with matching funds for Façade Improvements

Should you require additional information, please do not hesitate to contact my office.

Sincerely,

  
Dr. Edward C. Williams, PP, AICP, CSI  
Director

Cc: Joseph Thomas, UEZ Coordinator

STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS

DIVISION OF LOCAL GOVERNMENT SERVICES  
GRANT APPROVAL 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.

**PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT OF THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION AND GRANT AWARD LETTER.**

Neighborhood Preservation Program (NPP) Grant was awarded to the City of Camden in partnership with PBCIP for the revitalization of Haddon Avenue Commercial Corridor in the Parkside Neighborhood in the amount of \$125k for Year 2 of grant.. The award of this grant is paramount to the continued revitalization of the Parkside neighborhood. This collaboration is focused on elevating Parkside thru cooperative partnerships, equitable community development practices and implementing transparent community engagement strategies. These core components evolved from Parkside's newly municipal approved Neighborhood Strategic Plan.

The City's cost toward this grant/endeavor is \$25,000 for inkind/matching funds, which will be provided through the City's existing Urban Enterprise Zone grant program.

Grant Period Year 2 – January 2023 thru December 31, 2023

Attached Budget

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Candice Jefferson
Title	
Telephone Number	(856) 968-3542
Email	cajeffer@ci.camden.nj.us

Initial Report \_\_\_ Revised Report \_\_\_ Closing Report \_\_\_

## Bureau of Grants Management Grant Summary Form

Grant Status Code: G

(green - g; yellow - y; red - r)

Department: PLANNING & DEVELOPMENT

Grant Administrator: CANDICE JEFFERSON

Administrator #:

Grant/Project Name:		<b>2022 NPP GRANT/PARKSIDE HADDON AVENUE BUSINESS CORRIDOR REVITALIZATION</b>					
Grant #:		2022-02351-0050-00					
City Contract Date:				City Contract #:			
Application Resolution #:		MC21:81 13		Appropriation Code :		G-02-41-664-022	
Funding Source:		NJDCA -NPP					
Pass Through:	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	Source:				
Amount of Grant:		\$125,000					
Local Match:	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	Cash:	Leveraging projects	In-Kind:	\$25,000	
Budget Insertion Resolution # & Date:				Accepting Grant Resolution # MC:			
Term of Grant:		October 2021 – December 2022		Location of Activity:		Census Tract 6103	
Date of Analysis:				Reviewed By:			

**Summary:**

**12/8/22:** City Council action requesting approval of Year 2 Implementation Plan and Budget as approved by DCA. Requesting for January 2023 meeting.

**10/24/22:** As approved by DCA - Payment for invoice from July 1, 2002 through September 30, 2022: Salary & Wages \$2,725.00; Consultant: 12,156.25; Marketing & Promotions: 11,500; Clean Streets: \$6,376.71. **Total Payment: \$32,757.96**

**9/19/22:** Payment for Invoice from Oct. 2021 through June 30, 2022: Salary & Wages: (\$6,176.66); Consultant: (\$2,843.75); Marketing (\$588.67); Technology (\$75.00); Community Events (\$3,500); Clean Streets (\$11,123.29) **Total Payment: \$24,307.37**

**6/7/22:** Resolution to facilitate Subrecipient Agreement with PBCIP for the disbursement of DCA NPP Grant funding.

**2/17/22:** Resolution in support of the Neighborhood Preservation Program Implementation Plan (IP) as approved by DCA

**11/24/21:** The City of Camden applied for and received a grant in the amount of \$125k for the 2022 NJ DCA NPP Grant Program for revitalization of the Haddon Avenue Corridor in the Parkside Neighborhood.

There is a municipal match of \$25k which will be funded to businesses in the Haddon Avenue Business Corridor through already established programs

## **RESOLUTION #22**

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Resolution Approving a Long Term Tax Abatement Agreement for Riverview Towers Preservation, LLC, For A Project Located At 130 Martin Luther King Boulevard  
(by title)

## **RESOLUTION**

**NOT available at time of print on  
Friday, March 31, 2023.**

DB:dh  
04-11-23

R-23

**RESOLUTION AUTHORIZING THE ASSIGNMENT OF  
MUNICIPAL TAX SALE CERTIFICATES AT FULL VALUE**

WHEREAS, the City of Camden has acquired the tax sale certificates at full value for forty (40) properties located in the City of Camden; and

WHEREAS, N.J.S.A. 54:5-113 provides that after a municipality has acquired tax sale certificates upon delinquency, the governing body thereof may by resolution authorize a private sale of the tax sale certificate for not less than the amount of lien charges against the real estate, provided that before the assignment, notice shall be mailed to the owner at the address appearing on the tax books of the municipality at least five (5) days prior to the taking of action; public notice shall be posted in three public places in the municipality at the time of the mailing of the notice; and public notices shall be published at least once in a newspaper published or circulated in the municipality within five (5) days prior to taking action; and

WHEREAS, pursuant to N.J.S.A. 54:5-113, the City desires to sell forty (40) City-owned tax sale certificates at full value; and

WHEREAS, pursuant to N.J.S.A. 54:5-113, notice by regular and certified mail was sent to the owner(s) of record and public notices were posted on April 6, 2023; and such notice was published in the Courier Post on April 6, 2023; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper officers of the City of Camden are hereby authorized to execute the proper documents necessary to assign tax sale certificates to various individuals listed in consideration for full payment plus advertising costs in the amounts listed attached hereto as Exhibit "A".

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: April 11, 2023

The above has been reviewed  
and approved as to form.



DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST:

\_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council  
FROM: Gerald Seneski, Director of Finance

**TITLE OF ORDINANCE/RESOLUTION: Resolution to Assign 40 Municipal Liens at Full Value**

Point of Contact:	De'yonna Jackson	Revenue Collection	856-757-7003	DeJackso@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance		<i>D.P.</i>	3/23/23	
Approved by: Business Administrator		<i>[Signature]</i>	3/28	
		Signature	Date	

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by: City Attorney

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Signature \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

City of Camden  
Finance Department  
Bureau of Revenue Collection

**CERTIFICATION BY  
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following titled Resolution, that is attached, to be presented to Council for consideration, is correct to the best of my knowledge:

“RESOLUTION TO ASSIGN MUNICIPAL LIENS AT FULL VALUE”

  
\_\_\_\_\_  
Michelle D. Hill, Tax Collector

03/22/2023

Date



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution to Assign Municipal Liens at Full Value

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- Tax Office Received 40 request from individuals seeing to purchase assignments
- Request were reviewed and given a provisional okay to move to Council approval
- Total value to be collected for the city is \$574,995.59

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** n/a

**IMPACT STATEMENT:** n/a

- Please see the attached spreadsheet

**SUBJECT MATTER EXPERTS/ADVOCATES:** n/a

**COORDINATION:** n/a

**Prepared by:**

De'yonna Jackson

Name

856-757-7003/ DeJackso@ci.camden.nj.us

Phone/Email

Cert #	Location	Block	Lot	Dimensions	Property	Successful Bidder	Full Value	Bidder Address 1	City	State	Zip	As of 04/11/23
20-00636	721 Florence Street	604	29	20X100	Property	Henry Causey	Yes	P.O. Box 1524	Mt. Laurel	NJ	08021	\$ 1,353.62
20-00635	719 Florence Street	604	28	14X97	Property	Henry Causey	Yes	P.O. Box 1524	Mt. Laurel	NJ	08021	\$ 1,168.54
19-00964	3145 So Atlanta Road	735	10	35X91	Property	Lawrence Barnes	Yes	929 Woodland Ave	Camden	NJ	08104	\$ 8,301.73
881638	Rear 1596 Euclid Avenue	1283	113	16X39	Property	Lawrence Barnes	Yes	929 Woodland Ave	Camden	NJ	08104	\$ 8,978.61
16-02739	1189 Whitman Avenue	1328	31	20X97	Property	Lawrence Barnes	Yes	929 Woodland Ave	Camden	NJ	08104	\$ 19,003.12
9906720	2312 So 7th Street	602	99	14X81	Property	Lawrence Barnes	Yes	929 Woodland Ave	Camden	NJ	08104	\$ 7,692.30
90-706	2310 So 7th Street	602	98	14X81	Property	Lawrence Barnes	Yes	929 Woodland Ave	Camden	NJ	08104	\$ 27,223.28
90-705	2308 So 7th Street	602	97	14X81	Property	Lawrence Barnes	Yes	929 Woodland Ave	Camden	NJ	08104	\$ 23,864.34
4-0481	2306 So 7th Street	602	96	14X81	Property	Lawrence Barnes	Yes	929 Woodland Ave	Camden	NJ	08104	\$ 5,714.54
08-00772	2270 So 7th Street	603	71	14X95	Property	Lawrence Barnes	Yes	929 Woodland Ave	Camden	NJ	08104	\$ 5,117.32
12-03251	2268 So 7th Street	603	70	14X95	Property	Lawrence Barnes	Yes	929 Woodland Ave	Camden	NJ	08104	\$ 9,951.26
19-00725	2894 Tuckahoe Avenue	658	1	61X57	Property	Lawrence Barnes	Yes	929 Woodland Ave	Camden	NJ	08104	\$ 8,572.38
10-03280	105 So 34th Street	1057	16	34X100	Property	Mardalala Martinez	Yes	800 Park Ave	Fort Lee	NJ	07024	\$ 47,452.02
16-02755	SS Atlantic 140 E Louis Street	1331	142	20X90	Property	SNRC LLC	Yes	4511 Shapley Ct	Pennsauken	NJ	08109	\$ 2,569.98
12-04032	SS Atlantic 100 E Louis Street	1331	141	20X90	Property	SNRC LLC	Yes	4511 Shapley Ct	Pennsauken	NJ	08109	\$ 2,066.51
12-04029	SS Atlantic 120 E Louis Street	1331	97	20X90	Property	SNRC LLC	Yes	4511 Shapley Ct	Pennsauken	NJ	08109	\$ 2,066.51
14-00672	1557 So 8th Street	523	9	17X77	Property	Zion Investment Group LLC	Yes	P.O. Box 553	Mt. Laurel	NJ	08054	\$ 22,512.65
12-03161	924 Atlantic Avenue	416	71	20X88	Property	Zion Investment Group LLC	Yes	P.O. Box 553	Mt. Laurel	NJ	08054	\$ 21,311.71
11-00698	1026 Mechanic Street	412	18	17X100	Property	Zion Investment Group LLC	Yes	P.O. Box 553	Mt. Laurel	NJ	08054	\$ 27,010.17
22-00363	885 Chelton Avenue	570	20	14X77	Property	Michael Hicks	Yes	1115 Princess Ave	Camden	NJ	08103	\$ 1,149.79
22-01335	1269 Jackson Street	1355	86	13X100	Property	Michael Hicks	Yes	1115 Princess Ave	Camden	NJ	08103	\$ 587.55
22-01302	1155 Morton Street	1342	123	16X100	Property	Michael Hicks	Yes	1115 Princess Ave	Camden	NJ	08103	\$ 903.51
15-00295	638 Pine Street	295	45	15X66	Property	Prime Capital Management, LLC	Yes	110 S. 8th St	Camden	NJ	19107	\$ 30,257.67
13-00515	834 Spruce Street	374	11	12X56	Property	Clyde S Smith	Yes	846 Spruce St	Camden	NJ	08103	\$ 704.02
20-01884	1022 Princess Avenue	1285	99	13X98	Property	Michael Hicks	Yes	1115 Princess Avenue	Camden	NJ	08103	\$ 1,903.04
22-00243	737 Mt. Vernon Street	381	73	13X95	Property	Clyde Smith	Yes	846 Spruce Street	Camden	NJ	08103	\$ 1,405.61
17-00430	1020 Mechanic Street	412	21	17X100	Property	Felix J Marte	Yes	1226 Chestnut Street	Camden	NJ	08103	\$ 15,517.04
22-00143	SE Line & Robert Street	292	149	20X37	Property	Prime Capital Management, LLC	Yes	1321 Heartwood Drive	Cherry Hill	NJ	08003	\$ 624.06
11-00962	1840 Broadway Street	466	39	60X100	Property	Camden Redevelopment Partnership	Yes	535 N-38 Ste 325	Cherry Hill	NJ	08002	\$ 59,557.44
18-00423	1551 South 10th Street	430	93	150X80	Property	Prime Capital Management, LLC	Yes	846 Spruce Street	Camden	NJ	08103	\$ 1,353.62
960955	W5 No 24th 220 N Wayne Avenue	834	601	20X100	Property	Juan J Gonzalez	Yes	1132 No 23rd Street	Camden	NJ	08103	\$ 18,657.58
901481	102 E State Street	1144	25	14X100	Property	Thomas Bingham, Real Portfolio 13, LLC	Yes	216 Haddon Avenue Suite 503	Haddon Township	NJ	08108	\$ 30,309.61
15-02141	134 N 23rd Street	1150	19	17X100	Property	Thomas Bingham, Real Portfolio 13, LLC	Yes	216 Haddon Avenue Suite 503	Haddon Township	NJ	08108	\$ 26,311.53

12-03221	412 Emerald Street	482	91	13X95	Property	Thomas Bingham, Real Portfolio 13, LLC	Yes	216 Haddon Avenue Suite 503	Haddon Township	NJ	08108	\$ 29,490.46
15-01178	812 State Street	785	31	15X80	Property	Thomas Bingham, Real Portfolio 13, LLC	Yes	216 Haddon Avenue Suite 503	Haddon Township	NJ	08108	\$ 18,407.71
19-01075	903 Pearl Street	803	41	14X60	Property	Thomas Bingham, Real Portfolio 13, LLC	Yes	216 Haddon Avenue Suite 503	Haddon Township	NJ	08108	\$ 14,891.12
17-00425	1059 Mechanic Street	411	70	18X67	Property	Thomas Bingham, Real Portfolio 13, LLC	Yes	216 Haddon Avenue Suite 503	Haddon Township	NJ	08108	\$ 20,870.49
19-00426	1320 So 9th Street	409	37	14X77	Property	Thomas Bingham, Real Portfolio 13, LLC	Yes	216 Haddon Avenue Suite 503	Haddon Township	NJ	08108	\$ 4,586.60
2009	1417 Kaighn Avenue	1275	71	14X115	Property	Thomas Bingham, Real Portfolio 13, LLC	Yes	216 Haddon Avenue Suite 503	Haddon Township	NJ	08108	\$ 33,095.62
12-03639	2928 High Street	1106	10	20X100	Property	Thomas Bingham, Real Portfolio 13, LLC	Yes	216 Haddon Avenue Suite 503	Haddon Township	NJ	08108	\$ 12,500.93

**\$ 574,995.59**

DB:dh  
04-11-23

R-24

**RESOLUTION AUTHORIZING CANCELLATION OF  
TAXES AND/OR REFUNDS TO VARIOUS LIEN HOLDERS,  
PROPERTY OWNERS, AND MORTGAGE COMPANIES**

WHEREAS, the individuals or business organizations listed below overpaid, made duplicate payments, or are otherwise due refunds resulting from transactions with the City of Camden or are tax exempt; and

WHEREAS, the Tax Collector has verified that the overpayments, duplications of payments, or unapplied cash are valid and the individuals or business organizations listed below are due refunds; and

WHEREAS, the Tax Collector has verified that the applicable properties are tax exempt; and

WHEREAS, the Tax Collector has requested the City Council authorize her to issue a refund to individuals and business organizations in the amount listed below and or cancel taxes as indicated below;

WHEREAS, the Tax Collector has requested authorization issue a duplicate tax sale certificate for which the appropriate payment and affidavit has been received; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Tax Collector is hereby authorized to take the following actions:

Name	Action	Reason
Presidential Title Agency 1546 Blackwood-Clementon Rd PO Box 1367 Blackwood NJ 08012	Refund: \$629.15	Title Co paid acct in excess B/L 1235/56 (216 Morse St)
Corelogic Tax Service 3001 Hackberry Rd Irving TX 75063	Refund: \$488.19	Tax Service paid account in error B/L 853/41 (910 N 19 <sup>th</sup> St)
Fig Cust FigNJ19, LLC & Sec Pty PO Box 54226 New Orleans, LA 70154	Refund: \$3,953.81	Property is not subject to any billing per Water/Sewer and CCMUA since 2017 due to no service. B/L 636/3 (1123 Macarthur)
William Rodriguez 115 Watkins Ave Lawnside, NJ 08045	Refund: \$5,057.27	Owner paid liens but properties were already foreclosed. Cert no 21-00709 B/L – 765/6 (828 No. 8 <sup>th</sup> St) for \$2,900.75 and Cert no 21-00708 B/L – 765/5 (830 No 8 <sup>th</sup> St) for \$2,156.52
Nigel Streater 565 Carl Miller Blvd Camden, NJ 08104	Refund: \$6,528.00	Property was foreclosed on as of Nov. 22, 2022 and homeowner later paid lien in error on Dec. 6, 2022 for cert no 19-00281 – B/L 309/44 (560 Spruce St).
Fig 20, LLC FBO & Sec Pty PO Box 12225 Newark, NJ 07101	Refund: \$2,151.58	Property is not subject to Tax Sale because of existing Municipal Lien. Cancel certs no 22- 00873 – B/L 1061/27 (Rear 23 Terrace Ave) for \$272.23 and cert no 20-01408 for \$1,479.35
Frank Javier 1173 Beideman Ave Camden, NJ 08105	Refund: \$2,384.58	Property was foreclosed on and property owner paid lien in error. Cert no 21-01572 – B/L 1297/62 (1417 Princess Ave).
Trevor Vaughn 1700 Park Ave Weehawken, NJ 07086	Refund: \$24,000	Lien Holder paid for multiple Assignments with one check, a few of the properties were not assignable.
Pro Cap 8 FBO Firstrust Bank PO Box 774 Fort Washington, PA 19034	Refund: \$262.17	Lien Holder paid a subsequent Board Up charge put it was not included in the lien prior to it being redeemed. Cert no 22-00958 – B/L 1123/14 (2752 Federal St). Refund and collect through Special Charges.
Pro Cap 8, LLC 2500 McClellan Ave, Ste 200 Pennsauken, NJ 08109	Refund: \$577.31	Lien Holder paid 2022 2 <sup>nd</sup> qtr taxes that were not included when lien was redeemed. Cert no 21- 01102 – B/L 1051/17 (2919 Berkley St). Refund and collect through Special Charges.

Pro Cap 8 FBO Firstrust Bank PO Box 774 Fort Washington, PA 19034	Refund: \$834.41	Lien Holder was trying to make subsequent lien payments but liens were already redeemed. Cert no 22-00887, B/L 1070/46 (3001 Clinton St) for \$417.35 and Cert no 22-00468, B/L 685/23 (2900 Octagon Rd-NW) for \$417.06.
Pro Cap 8 FBO Firstrust Bank PO Box 774 Fort Washington, PA 19034	Refund: \$16,238.62	Cert no 22-00820, B/L 1025/4.01 (150 No 32 <sup>nd</sup> St) was cancelled due to property being owned by the United States of America, acting through the Administration of Veterans Affairs and is not subject to Tax Sale.
Brigilda Rodriguez 29 Coach Lane Cherry Hill, NJ 08002	Authorize issuance of: Duplicate Certificate	Duplicate Certificate Request for cert no 18-01667, B/L 1102/76 (2829 High St). Received payment and affidavit 2/23/2023.
Pro Cap 8 LLC 2500 McClellan Ave Pennsauken, NJ 08109	Refund: \$535.18	Tax Lien Cert. 21-00737 redeemed same date as sub payment B/L 783/73 (837 State St.)
Fig Capital Investment NJ13 LLC PO Box 669505 Dallas, TX 75266-9505	Refund: \$2459.65	Property in bankruptcy sub payment Cert 16-00216 B/L 218/1.01 (835 S. 2nd St.)
Pro Cap 8, LLC 2500 McClellan Ave. Ste. 200 Pennsauken, NJ 08109	Refund: \$577.31	Tax Lien 21-01102 redeemed same date as sub payment B/L 1051/17 (2919 Berkley St.)
Pro Cap 8, LLC 2500 McClellan Ave. Ste. 200 Pennsauken, NJ 08109	Refund: \$535.18	Tax Lien 21-00737 redeemed same date as sub payment B/L 783/73 (837 State St.)
Pro Cap 8, LLC 2500 McClellan Ave. Ste. 200 Pennsauken, NJ 08109	Refund: \$262.17	Board up sub payment not included in Cert 22-00958 B/L 1123/14 (2752 Federal St.)
Actien PO Box 237174 New York, NY 10023-0032	Refund: \$1299.49	\$632.60 4/15/20 \$666.89 3/12/21 Sub payments not included in Cert 19-00851 B/L692/21 (2851 Cushing Rd.)
Fig Cust FIGNJ19LLC & Sec Pty PO Box 669507 Dallas, TX 75266-9507	Refund: \$2078.46	Cancel Cert 20-00671 move charges to previous municipal lien 000512 B/L 630/82 (2437 Wainwright St.)

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: April 11, 2023

The above has been reviewed and approved as to form.

  
 for DANIEL S. BLACKBUURN  
 City Attorney

\_\_\_\_\_  
 ANGEL FUENTES  
 President, City Council

ATTEST: \_\_\_\_\_  
 LUIS PASTORIZA  
 Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council  
FROM: Gerald C. Seneski, Director of Finance  
**TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing refunds to various lien holders, property owners and mortgage companies for various properties.**

Point of Contact:	Lydia Laracuente	Finance-Revenue Collection	7003	LyLaracu@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible				
Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance		<i>A.P.</i>	<i>3/23/23</i>	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

City Attorney

---

Signature

Date





City of Camden  
Finance Department  
Bureau of Revenue Collection

**CERTIFICATION BY  
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following titled Resolution, that is attached, to be presented to Council for consideration, is correct to the best of my knowledge:

“RESOLUTION TO REFUND”



---

Michelle D. Hill, Tax Collector

3/22/2023

Date

**TITLE OF RESOLUTION/ORDINANCE:** Resolution to refund.

**BRIEF DESCRIPTION OF ACTION:** Resolution authorizing refunds to various lien holders, property owners and mortgage companies for various properties. Please see attached.

Prepared By: \_\_\_\_\_ Michelle Hill \_\_\_\_\_ 7003

Contact Person: \_\_\_\_\_ Lydia Laboy-Laracunte \_\_\_\_\_ 7003

Name	Amount	Reason
Presidential Title Agency 1546 Blackwood-Clementon Rd PO Box 1367 Blackwood NJ 08012	\$629.15	Title Co paid acct in excess B/L 1235/56 (216 Morse St)
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William Rodriguez 115 Watkins Ave Lawnside, NJ 08045	\$5,057.27	Owner paid liens but properties were already foreclosed. Cert no 21-00709 B/L – 765/6 (828 No. 8 <sup>th</sup> St) for \$2,900.75 and Cert no 21-00708 B/L – 765/5 (830 No 8 <sup>th</sup> St) for \$2,156.52
Nigel Streater 565 Carl Miller Blvd Camden, NJ 08104	\$6,528.00	Property was foreclosed on as of Nov. 22, 2022 and homeowner later paid lien in error on Dec. 6, 2022 for cert no 19-00281 – B/L 309/44 (560 Spruce St).
Fig 20, LLC FBO & Sec Pty PO Box 12225 Newark, NJ 07101	\$2,151.58	Property is no subject to Tax Sale because of existing Municipal Lien. Cancel certs no 22- 00873 – B/L 1061/27 (Rear 23 Terrace Ave) for \$272.23 and cert no 20-01408 for \$1,479.35
Frank Javier 1173 Beideman Ave Camden, NJ 08105	\$2,384.58	Property was foreclosed on and property owner paid lien in error. Cert no 21-01572 – B/L 1297/62 (1417 Princess Ave).
Trevor Vaughn 1700 Park Ave Weehawken, NJ 07086	\$24,000	Lien Holder paid for multiple Assignments with one check, a few of the properties were not assignable.
Pro Cap 8 FBO Firsttrust Bank PO Box 774 Fort Washington, PA 19034	\$262.17	Lien Holder paid a subsequent Board Up charge put it was not included in the lien prior to it being redeemed. Cert no 22-00958 – B/L 1123/14 (2752 Federal St). Refund and collect through Special Charges.
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**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\*\*\*\***

Pro Cap 8 FBO Firstrust Bank PO Box 774 Fort Washington, PA 19034	\$16,238.62	Octagon Rd-NW) for \$417.06. Cert no 22-00820, B/L 1025/4.01 (150 No 32 <sup>nd</sup> St) was cancelled due to property being owned by the United States of America, acting through the Administration of Veterans Affairs and is not subject to Tax Sale.
Brigilda Rodriguez 29 Coach Lane Cherry Hill, NJ 08002	Duplicate Certificate	Duplicate Certificate Request for cert no 18-01667, B/L 1102/76 (2829 High St). Received payment and affidavit 2/23/2023.

Pro Cap 8 LLC 2500 McClellan Ave Pennsauken, NJ 08109	\$535.18	Tax Lien Cert. 21-00737 redeemed same date as sub payment B/L 783/73 (837 State St.)
Fig Capital Investment NJ13 LLC PO Box 669505 Dallas, TX 75266-9505	\$2459.65	Property in bankruptcy sub payment Cert 16-00216 B/L 218/1.01 (835 S. 2 <sup>nd</sup> St.)
Pro Cap 8, LLC 2500 McClellan Ave. Ste. 200 Pennsauken, NJ 08109	\$577.31	Tax Lien 21-01102 redeemed same date as sub payment B/L 1051/17 (2919 Berkley St.)
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Actlien PO Box 237174 New York, NY 10023-0032	\$1299.49	\$632.60 4/15/20 \$666.89 3/12/21 Sub payments not included in Cert 19-00851 B/L692/21 (2851 Cushing Rd.)
Fig Cust FIGNJ19LLC & Sec Pty PO Box 669507 Dallas, TX 75266-9507	\$2078.46	Cancel Cert 20-00671 move charges to previous municipal lien 000512 B/L 630/82 (2437 Wainwright St.)

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\*\*\*\***

DB:dh  
04-11-23

R-25

**RESOLUTION AUTHORIZING THE CANCELLATION OF LIENS/TAXES AND TO  
TRANSFER CREDITS TO VARIOUS LIEN HOLDERS, PROPERTY OWNERS AND  
MORTGAGE COMPANIES FOR VARIOUS PROPERTIES**

WHEREAS, the Tax Collector has verified the cancellations are valid and the individuals or business organizations for the properties listed below are correct; and

WHEREAS, the Tax Collector has requested to transfer credit from current charges to PILOT account due to overpayment for the properties listed below; and

WHEREAS, the Tax Collector has requested the City Council authorize her to cancel the charges or billing and the transfer of credits to the individuals and business organizations listed below; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Tax Collector is hereby authorized to take the following actions:


**Cancel/Transfer:**

Name	Reason
Cancel charges for Cert #26713 B/L 955/16 (ES Louis Ave 300 S Hayes)	Property owned by the City by declaration of taking and is not subject to billing
Cancel \$2448.23 CCMUA charges for Cert #09-00837 Centerville Outreach Ministries B/L 580/56 (2018 Miller St)	Remove CCMUA charge of \$2448.26 per CCMUA for Cert #09-00837
Transfer credit \$225.40 from current charges to PILOT acct. 17 B/L 61/20 (329 N. Front St)	Current account overpaid

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
DANIEL S. BLACKBUURN  
City Attorney

ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11 , 2023

TO: City Council

FROM: Gerald C. Seneski, Director of Finance

**TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing the cancellation of liens/taxes and to transfer credits to various lien holders, property owners and mortgage companies for various properties.**

Point of Contact:	Lydia Laracuente	Finance-Revenue Collection	7003	LyLaracu@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance		<i>A.T.</i>	3/23/23	
Approved by: Business Administrator		<i>[Signature]</i>	3/24	
		Signature	Date	

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:

<sup>1</sup> For Example: Form “A” - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form “D” - Contract Request, Form “E” - Creation/Extension of Services, Form “G” - Grant Approval, Form “H” - Bond Ordinance or Contract Request, Form “I”, “Best Price Insurance Contracting” Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

City Attorney

---

Signature

Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the cancellation of liens/taxes and to transfer credits to various lien holders, property owners and mortgage companies for various properties.

**FACTS/BACKGROUND:**

Cancel and/or transfer credits on multiple properties for various reason per attached spreadsheet.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** N/A

**IMPACT STATEMENT:** N/A

**SUBJECT MATTER EXPERTS/ADVOCATES:** N/A

**COORDINATION:** N/A

Prepared by:


<u>Lydia Laboy-Laracuente</u>	<u>7003</u>	<u>LyLaracu@ci.camden.nj.us</u>
Name		Phone/Email

City of Camden  
Finance Department  
Bureau of Revenue Collection

**CERTIFICATION BY  
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following titled Resolution, that is attached, to be presented to Council for consideration, is correct to the best of my knowledge:

“RESOLUTION TO CANCEL/TRANSFER”

  
\_\_\_\_\_  
Michelle D. Hill, Tax Collector

3/22/2023

Date



**TITLE OF RESOLUTION/ORDINANCE:** Resolution to cancel/transfer.

**BRIEF DESCRIPTION OF ACTION:** Resolution authorizing the cancellation of liens/taxes and to transfer credits to various lien holders, property owners and mortgage companies for various properties. Please see attached.

Prepared by: \_\_\_\_\_ Lydia Laboy-Laracuente \_\_\_\_\_ 7003 \_\_\_\_\_

Contact Person: \_\_\_\_\_ Lydia Laboy-Laracuente \_\_\_\_\_ 7003 \_\_\_\_\_

Name	Reason
Cancel charges for Cert No 26713 B/L 955/16 (ES Lois Av 300 S Hayes)	Property owned by the City by Declaration of Taking and is not subject to billing
Cancel \$2448.26 CCMUA Charges for Cert No 09-00837 Centerville Outreach Ministries B/L 580/56 (2018 Miller St)	Remove \$2448.26 in CCMUA Charge per CCMUA for Cert No 09-00837
Transfer credit \$225.40 from current charges to Pilot Acct. 17 B/L 61/20 ( 329 No Front St.)	Current account overpaid

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\*\*\***

DB:dh  
04-11-23

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT  
ENTITLED "CLEAN ELECTRIC VEHICLES INCENTIVE" FROM  
THE NEW JERSEY BOARD OF PUBLIC UTILITIES  
IN THE AMOUNT OF \$154,500**

WHEREAS, the State of New Jersey Board of Public Utilities has issued the City of Camden a Clean Fleet Electric Vehicle Incentive grant in the amount of \$154,500.00 to purchase seven (7) electric vehicles and level 2-charging stations; and

WHEREAS, it is in the best interest of the City of Camden to accept said grant; now, therefore

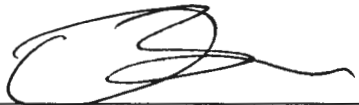
BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept said grant in the amount of \$154,500.00 from the State of New Jersey Board of Public Utilities for the Clean Fleet Electric Vehicle Incentive grant.

BE IT FURTHER RESOLVED, that the proper officers of the City of Camden are hereby authorized to execute the necessary documents in order to accept said grant.

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: April 11, 2023

The above has been reviewed and approved as to form.



\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 04/11/2023

TO: City Council

FROM:

**TITLE OF ORDINANCE/RESOLUTION:** RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT BETWEEN THE STATE OF NEW JERSEY BOARD OF PUBLIC UTILITIES AND CAMDEN CITY FOR THE CLEAN FLEET ELECTRIC VEHICLE INCENTIVE IN THE AMOUNT OF \$154,500.00

Point of Contact:	Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

Responsible Department Director Supporting Department Director (if necessary) Director of Grants Management Qualified Purchasing Agent Director of Finance	Recommend Approval (Y/N)	Signature	Date	Comments
			3/16/23	reports on grant past due.
			3/22/23	
Approved by:			3/28	
Business Administrator		Signature	Date	

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

**"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.**

Received by:

City Attorney

Signature

Date

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT BETWEEN THE STATE OF NEW JERSEY BOARD OF PUBLIC UTILITIES AND CAMDEN CITY FOR THE CLEAN FLEET ELECTRIC VEHICLE INCENTIVE IN THE AMOUNT OF \$154,500.00

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- PURCHASE OF SEVEN (7) ELECTRIC VEHICLES SLATED FOR CODE ENFORCEMENT DEPARTMENT
- PURCHASE OF ONE DCFS FAST CHARGER

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** N/A  
**APPROPRIATION NUMBER:** N/A

**IMPACT STATEMENT:**

- NJ'S CLEAN FLEET ELECTRIC VEHICLE INITIATIVE WILL ALLOW THE CITY TO PROVIDE AN ECONOMIC ALTERNATIVE TO GAS POWERED VEHICLES
- CITY OF CAMDEN WILL CONTRIBUTE TO THE NATION'S CLIMATE CONTROL PLAN

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

Prepared by: LATEEAH CHANDLER

856-757-7159

---

Name


Phone/Email

Initial Report  Revised Report  Closing Report   
**Bureau of Grants Management Grant Summary Form**  
**Grant Status Code: G**  
(green - g; yellow - y; red - r)

Department: Administration - Purchasing Department

Grant Analyst: Lateefah Chandler

Contact #: 757-7475

Grant/Project Name:		NJ Board of Public Utilities Clean Fleet electric Vehicle Incentive Clean Fleet Electric Incentive – \$154,500.00 (Insert)			
Grant #:					
City Contract Date:		City Contract #:			
Application Resolution #:		Appropriation Code:			
Funding Source:					
Pass Through:	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Source:			
Amount of Grant:		\$154,500.00			
Local Match:	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:	Camden City		
Date of Analysis:	03-21-2023	Reviewed By:	Barbara Johnson 		

**Summary:** The Department of Administration- Division of Purchasing is requesting to insert the NJ Board of Public Utilities Clean Fleet Electric Vehicles Incentive grant in the amount of \$154,500.

The State of New Jersey Grant agreement between The Board of Public of Utilities and Camden City with grant number 22CLFF014 in the amount of \$154,500.00. In the agreement there are expenditure reporting due dates along with programmatic reporting due dates, which some of them are already expired. **The first three quarters of the grant has expired already.** The Program Specifications of this grant are: **Provide Incentives for level-2 charging stations of any brand selected by the City,** provided the equipment chosen is a dual-port charger and has the capacity to capture date, referred to as a networked charger. In addition, the City should be required to share charging data with the Board Periodically. It also states the eligible vehicles that can be purchased. **The City is applying for 7 vehicles.**

Initial Report  Revised Report  Closing Report

## Bureau of Grants Management Grant Summary Form

Grant Status Code: G

(green - g; yellow - y; red - r)

**Time Lines:** *Expenditure and Programmatic final report is July 31, 2023!*

**Problematic Areas/Recommendations**

**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	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	N/A
Purpose or Need for service:	RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT BETWEEN THE STATE OF NEW JERSEY BOARD OF PUBLIC UTILITIES AND CAMDEN CITY FOR THE CLEAN FLEET ELECTRIC VEHICLE INCENTIVE IN THE AMOUNT OF \$154,500.00
Contract Award Amount	N/A
Term of Contract	N/A
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N/A
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 \_\_\_\_\_

\_\_\_\_\_  
\*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 Financial Officer affirms that there is adequate funding available for this action.

\_\_\_\_\_  
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 \_\_\_\_\_



**STATE OF NEW JERSEY GRANT AGREEMENT BETWEEN**

**THE BOARD OF PUBLIC UTILITIES**

**AND** CAMDEN CITY **(GRANTEE)**

**GRANT NUMBER** 22CLF014

**GENERAL**

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

**PRE-AWARD REQUIREMENTS**

- VII. Special Grant Conditions for "High Risk" Grantees

**POST-AWARD REQUIREMENTS**

- VIII. Financial Management System
- IX. Method of Payment
- X. Allowable Costs
- XI. Period of Availability of Funds
- XII. Matching and Cost Sharing
- XIII. Program Income
- XIV. Audit Requirements
- XV. Budget Revision and Modification
- XVI. Property Management Standards
- XVII. Procurement Standards
- XVIII. Monitoring of Program Performance
- XIX. Financial and Performance Reporting
- XX. Access to Records
- XXI. Record Retention
- XXII. Enforcement
- XXIII. Termination and Suspension

**AFTER-THE-GRANT REQUIREMENTS**

- XXIV. Grant Closeout Procedures

**ATTACHMENTS**

- A. Additional Grant Provisions
- B. Approved Budget
- C. Comparison of Actual to Budget Expenditures
- D. Program Specifications

**I. Grant Agreement Data**

STATE OF NEW JERSEY BOARD OF  
PUBLIC UTILITIES  
GRANT AGREEMENT

1. Date Issued  
8/15/22  
2. Supersedes Award  
Notice Dated

3a. Grant Award No.  
22CLF014  
3b. DUNS No.

4. Title of Grant Award **Clean Fleet Electric Vehicle Incentive**

5a. Department, Division Name/Address: Finance – 520 Market Street, 2<sup>nd</sup> Floor, Camden NJ 08101-5120

5b. Grantee Financial Officer Name and Title: Gerald C. Seneski, Director of Finance

5c. Grantee CFO Phone No. 6. Grant Period (Mo./Day/Yr.)  
From 6/1/2022 Through 5/31/2023

5d. Grantee  
Name CAMDEN CITY  
Street: 520 Market Street  
State NJ  
Zip Code 08101-5120

7. Vendor I.D. No.  
  
216000418

8. Source of Funds

FISCAL YEAR	ACCOUNT NUMBER	CFDA #	AMOUNT
22	2022-100-082-2008-009-6140		\$ 154,500

9. Award Computation for Grant

a. Amount of Financial Assistance \$ 154,500

b. Less Unobligated Balance from Prior Budget Periods \_\_\_\_\_

c. Less Cumulative Prior Award(s) this Budget Period \_\_\_\_\_

d. AMOUNT of this ACTION \$ 154,500.00

10a. Nature or purpose of program to be funded. **Clean Fleet Electric Vehicle Incentive**

10b. This Grant is subject to the terms and conditions incorporated either directly or by reference in the following:  
Attachment A - Additional Grant Provisions  
Attachment B - Approved Budget  
Attachment C - Comparison of Actual to Budget Expenditures  
Attachment D - Program Specifications

The Grantee's Terms and Conditions for Administration of Grants is referenced in this grant.  
Acceptance of the grant terms and conditions is acknowledged by the grantee by:  
(1) Returning a copy of this Grant Agreement with Section I(12) properly completed; or  
(2) Accepting funds from the State Grant or Agency. This method of acceptance is valid if a grant application signed by an officer of the Grantee is on file at the State Grantor Agency.

11. Remarks (Other Terms & Conditions attached) Yes  No

12. Department and Grantee Agreement Signatures

If this grant, including all attachments annexed hereto, correctly sets forth your understanding of the terms of the agreement, please indicate your organization's concurrence with such terms by having the enclosed copy of this grant signed by an appropriate officer of your organization and returned to the Department.

ACCEPTED AND AGREE:  
CAMDEN CITY Mayor Victor Carstarphen  
(Grantee/Organization)

By: Mayor Victor Carstarphen  
Title: Mayor of the City of Camden

I attest that sufficient funds have been appropriated by State Legislature to cover the current state fiscal portion of the grant.  
John Stradford, Grant Manager  
DEPARTMENT GRANT APPROVAL OFFICER

COUNTERSIGNED:  
BPU, Clean Energy Kelly Mooij  
(Department, Division)

By Kelly Mooij  
Title Director

APPROVED FOR FORM  
Joseph Fiordaliso  
BPU President, Joseph Fiordaliso or Authorized Delegate

## I. Grant Agreement Data (See Attached)

## II. Compliance with Existing Laws

- A. The Grantee, in order to permit the board to award this grant, agrees to comply with all Federal, State and municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of this grant.
- B. These laws and regulations include, but are not limited to the following:
1. **Federal Office of Management and Budget (OMB)** documents:  
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular)
  2. **New Jersey Department of the Treasury, Office of Management and Budget** documents:
    - a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid:  
[https://www.nj.gov/infobank/circular/cir1508\\_omb.pdf](https://www.nj.gov/infobank/circular/cir1508_omb.pdf)
    - b) State Grant Compliance Supplement:  
<https://www.state.nj.us/treasury/omb/stategrant.shtml>
  3. **State Affirmative Action Legal Citations:**  
The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et. al., and P.L. 1975, c.127 and all implementing regulations.

Failure to comply with the laws, rules and regulations shall be grounds for termination of this grant.

## III. Bonding and Insurance

Bonding and insurance of the type described in Attachment A, Part VII, shall be provided by the Grantee and proof of bonding and insurance must be retained on file by the Grantee.

## IV. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

**V. Assignability**

The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Board.

**VI. Availability of Funds**

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

**VII. Special Grant Conditions For "High Risk" Grantees**

- A. A Grantee may be considered "high risk" if the Board determines that a Grantee:
1. Has a history of unsatisfactory performance.
  2. Is not financially stable.
  3. Has a financial management system which does not meet the standards set forth in Section VIII.
  4. Has not conformed to terms and conditions of previous awards.
  5. Is otherwise not responsible; and the Board determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- B. Special conditions or restrictions may include:
1. Payment on a reimbursement basis.
  2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
  3. Requiring additional, more detailed financial reports.
  4. Additional project monitoring.
  5. Requiring the Grantee to obtain technical or management assistance.
  6. Establishing additional prior approvals.

- C. If a Board decides to impose such conditions, the Board official will notify the Grantee as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions.
  2. The reason(s) for imposing the special conditions.
  3. The corrective actions that must be taken before the special conditions will be removed by the Board and the time allowed for completing the corrective actions.
  4. The method of requesting reconsideration of the conditions/restrictions imposed.

### **VIII. Financial Management System**

- A. The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Board when the Grantee cannot comply with the requirements established in this Section of the grant.
- B. The Grantee's financial management system shall provide for:
1. Financial Reporting:  
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
  2. Accounting Records:  
Records that adequately identify the source and application of funds for Board supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
  3. Internal Control:  
Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
  4. Budget Control:  
Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the Board.
  5. Allowable Cost:  
Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.
  6. Source Documentation:  
Accounting records that are supported by source documentation.

## 7. Cash Management:

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

- C. The Board may require the submission of a "Statement of Adequacy of the Accounting System," as provided in Attachment A, Section II of this grant agreement.
- D. Board may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Board determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Board upon written notice to the Grantee, until such time as the system meets with Board approval.

## IX. Method of Payment

A payment will be made to the Grantee in a manner determined by the Board (see Attachment A, Section V), upon receipt by the Board of a properly executed copy of this grant.

## X. Allowable Costs

### A. Limitation on Use of Funds

Grant funds must be used only for allowable costs.

### B. Applicable Cost Principles

For each type of organization, there is a set of Federal principals for determining allowable costs. Allowable costs will be determined in accordance with applicable Federal cost principles specific to the organization incurring the costs (e.g. Federal Uniform Guidance-2 CFR Part 200, Subpart E) and State requirements.

## XI. Period of Availability of Funds

Grantees may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

## XII. Matching and Cost Sharing

The Grantee shall be required to account to the satisfaction of the Board for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

## XIII. Program Income

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

- A. If a Grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Attachment A, Section VIII (B).
- B. Unless the grant provides otherwise, the Grantee shall have no obligation to the Board with respect to royalties received as a result of copyrights or patents produced under the grant.

- C. All other program income earned during the grant period shall be retained by the Grantee and used in accordance with Attachment A, Section IV of this grant.

#### **XIV. Audit Requirements**

This grant is covered by the audit requirements of the Board of the Treasury Circular Letter 15-8-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

#### **XV. Budget Revision and Modification**

- A. This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification. Revisions and modifications to this grant must be requested by the Grantee and approved by the Board in writing.
- B. Grantee shall request approval in writing, from the Board Grant Approval Officer designated in Attachment A, Section III when there is reason to believe a revision or modification will be necessary for the following reasons:
  - 1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.
  - 2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
  - 3. The need for additional funding or to extend the period of availability of funds.
  - 4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
  - 5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.  
For the purpose of this grant, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved. Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.
- C. The Board may also, at its option, establish policy to restrict transfers of funds among direct cost categories and must require Grantees to comply with applicable Federal and State requirements concerning prior approval for certain budget changes.
- D. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories and may use the budget form provided in Attachment B of this grant.
- E. The Board may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between the Board and the Grantee must be incorporated in written amendments to this grant.

- F. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of the Board, will result in substantial failure to expend the grant amount or provide grant services, the Board may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of the Board a plan to rectify its low level of program expenditures or grant services, the Board may upon thirty (30) days notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Board subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to the Board.
- G. If the revision requested will result in a change to the Grantee's approved project which requires Federal prior approval, the Board will obtain the Federal agency's approval before approving the Grantee's request.

#### **XVI. Property Management Standards**

Property furnished by the Board or acquired in whole or in part with Federal or Board funds or whose cost was charged to a project supported by Federal or Board funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

#### **XVII. Procurement Standards**

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

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

#### **XVIII. Monitoring of Program Performance**

- A. The Grantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
- B. The Grantee shall inform the Board of the following types of conditions which affect program objectives and performance as soon as they become known:
  - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Board assistance required to resolve the situation.
  - 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.



- C. The Board may, at its discretion, make site visits to:
  - 1. Review program accomplishments and management control systems.
  - 2. Provide such technical assistance as may be required.
  - 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

#### **XIX. Financial and Performance Reporting**

- A. The grant budget as used in this Section means the approved financial plan to carry out the purpose of the grant. This plan is the financial representation of the project or program as approved during the grant application and award process. The Approved Budget is contained in Attachment B.
- B. The Grantee is required to submit a final report at the conclusion of the grant.
- C. The Grantee shall submit interim expenditure reports comparing actual expenditures with the approved budget (See attached Attachment A - Reporting Schedule).
- D. The Grantee shall submit interim performance reports as prescribed by the Board; however, reports shall not be required more frequently than quarterly or less frequently than annually (See Attachment A - Reporting Schedule).
- E. The Grantee shall submit annual reports.
- F. Extensions to reporting due dates may be granted upon written request to the Board.
- G. If reports are not submitted as required, the Board may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

#### **XX. Access to Records**

- A. The Grantee in accepting this grant agrees to make available to the Board, any Federal agency whose funds are expended in the course of this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.
- B. All visitations, inspections and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, the Board retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Board reserves the right to have access to records of any Subgrantees and requires the Grantee to provide for Board access to such records in any grant with the Subgrantee.
- D. The Board reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

## XXI. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven years, unless Federal or State funding Board statutes require longer periods or unless directed to extend the retention by the Board.
  - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by the Board.
  - 2. Records for nonexpendable property acquired with Board funds shall be retained for seven years after its final disposition, unless otherwise provided or directed by the Board.
- B. For Federal and State purposes (unless otherwise provided):
  - 1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
  - 2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the awarding Board.
- C. The Board may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

## XXII. Enforcement

- A. Remedies for Noncompliance

If a Grantee materially fails to comply with the term of an award, whether stated in a State or Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Board may take one or more of the following actions, as appropriate in the circumstances:

  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
  - 2. Disallow all or part of the cost of the activity or action not in compliance.
  - 3. Wholly or partly suspend or terminate the current award for the Grantee's program.
  - 4. Withhold further awards for the program,
  - 5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
  - 6. Take other remedies that may be legally available.

**B. Hearings, Appeals**

In taking an enforcement action, the Board may provide the Grantee an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

**C. Effects of Suspension and Termination**

Costs incurred by the Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Board expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and are noncancellable.

**D. Relationship to Debarment and Suspension**

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and Federal debarment and suspension procedures.

**XXIII. Termination and Suspension****A. The following definitions shall apply for the purposes of this Section:****1. Termination**

The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.

**2. Suspension**

The suspension of a grant is an action by the Department which temporarily suspends assistance under the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Board.

**3. Disallowed Costs**

Disallowed costs are those charges to the grant which the Board or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive, or otherwise unallowable.

**B. When the Grantee has failed to comply with grant award stipulations, standards, or conditions, the Board may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Board shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet Federal and State requirements.****C. The Board may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The Board shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with**

the effective date. Payments made to the Grantee or recoveries by the Board under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

- D. The Board and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- E. The Grant Closeout procedures in Section XXIV of the grant shall apply in all cases of termination of the grant.

#### **XXIV. Grant Closeout Procedures**

A. The following definitions shall apply for the purpose of this Section:

1. Grant Closeout

The closeout of a grant is the process by which the Board determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion

The date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.

B. The Grantee shall submit final expenditure and performance reports as prescribed by the Board and in the timeframes set forth in Attachment A, Part VI upon completion of the grant period or termination of the grant.

The Board may permit extensions when requested in writing by the Grantee.

C. The Grantee will, together with the submission of the final report, refund to the Board any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Board to be retained.

D. In the event a final audit has not been performed prior to the closeout of the grant, the Board retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

#### Attachments:

- A. Additional Grant Provisions
- B. Approved Budget (N/A)
- C. Comparison of Actual to Budget Expenditures
- D. Program Specifications

A GRANT BETWEEN STATE

Attachment A  
(Page 1 of 6)

OF NEW JERSEY

BOARD of PUBLIC UTILITIES

AND

CAMDEN CITY

---

(GRANTEE)

GRANT NUMBER 22CLF014

ADDITIONAL GRANT PROVISIONS

Attachment A is hereby annexed to and provides for additional grant provisions and conditions between the State of New Jersey, Board of Public Utilities and CAMDEN CITY as detailed below.

(Grantee/Organization)

I. Audit Requirements

1. Any audit required under Section XIV of this grant will be conducted on an organization-wide basis and on the Grantee's fiscal year. It is the Board's understanding that the Grantee's fiscal year ends on \_\_\_\_\_.  
(Date)
2. Any changes in the fiscal year must be reported immediately to the Board.
3. Copies of audit reports must be submitted to each State funding Board.
4. Grantees must assure the Board that auditors satisfactorily comply with the General Accounting Office's Government Auditing Standards (Yellow Book) for internal and external quality control review program requirements.
5. All grants must include the audit requirements as delineated in the Department of the Treasury Circular Letter 98-07, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments.

6. The following method has been designated in performing audits.

- State auditors
- Departmental internal auditors
- CPA firm appointed by the Board
- CPA firm appointed by the Grantee
- Other \_\_\_\_\_

7. Grants which are basically procurement in nature and less than \$ 100,000.00 shall not be subject to the audit requirements contained in Section XIV of this grant.

II. Certification to Adequacy of Accounting System

A statement attesting to the adequacy of the Grantee's accounting system in accordance with the standards set forth in the Section VIII, Financial Management System of this grant.

- Must be completed by the Chief Financial Officer
- Is not required

III. Budget Revision and Modification

All budget revisions and modifications must be approved in writing by

John Stradford, Grant Manager, hereby

(Name) (Title)

designated by the Board as Grant Management Officer.

The following procedures will be required for budget revisions and modification:

1. For all grants refer to Section XV.
2. The budget variance request must be submitted in writing by the Grantee and must include an explanation of the reasons for the variance request.

Since the Grantee is not to incur expenditures over and above the limits set for budget variances, it is incumbent on the Grantee to request budget variance approval whenever it is anticipated that spending will exceed the limits.

IV. Program Income

Other program income, if any as defined in Section XIII, shall be treated by the Grantee in the following manner:

- Added to funds committed to the project by the Board and be used to further eligible program objectives; or
- Deducted from the total project costs for the purpose of determining the net costs on which the Board grant payments shall be based.
- Cost sharing or matching method (Using program income to meet cost-sharing or matching requirements)
- Not applicable.

V. Method of Payment

1.  Advanced Payment  
Where deemed applicable, the Board may authorize advance payments to be made to the Grantee. These payments are not to exceed \$ 154,500 dollars or 75 percent of the grant amount.
2.  Quarterly Payment  
Progress payments shall be made by the Board on a quarterly basis.

VI. Financial and Performance Reporting (See Section XIX of this grant)

1. Interim expenditure reports shall be submitted on a quarterly basis. These reports, certified by the Chief Financial Officer, shall be submitted no later than 30 days immediately following the end of the quarter (See Reporting Schedule - Page 6)
2. Performance reports shall be submitted on a quarterly basis. These reports should be submitted no later than 30 days after the end of each reporting period.
3. Final reports should be submitted by the Grantee no later than 60 days after completion of the grant period or termination of the grant.
4. The Grantee's financial reports shall be prepared in a manner consistent with the Grantee's normal accounting records, which is:

Cash Basis     Accrual Basis     Other (specify)

VII. Bonding and Insurance - Type of Insurance Required:

Fidelity Bonding:

(X) Fidelity Bonding with the limit of liability of as least \$500,000 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.

( ) No Fidelity Bonding shall be required

Insurance(s):

The Board must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after 30 days written notice to The New Jersey Board of Public Utilities.

(X) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed in any endorsements limiting the breadth of coverage. The policy shall not include endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured.

Limits of liability shall not be less than \$1 million per occurrence for bodily injury liability and property damage liability.

(X) Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1 million per occurrence for bodily injury liability and property damage liability.

(X) Worker's Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than \$100,000.

( ) Additional Insurance Coverage(s) required:

(X) No Additional Insurance shall be required:



VIII. Interest

A. Charges for Unresolved Audit Findings

An interest charge on unallowable costs that are not repaid by the Grantee shall begin to accrue 30 days from the date the Grantee is notified of the debt. The interest shall continue to accrue while any appeal of the audit findings is underway. In the event the Grantee is successful in its appeal, the accrued interest will be eliminated.

B. Interest Earned on Advanced Payments

The Proposed Revisions of OMB Circular A-102, and A-110, Grants and Cooperative Agreements and Notice of Proposed Rulemaking has revised the current A-110 rule requiring Grantees or Subgrantee to place advances of Federal grant funds in interest-bearing accounts to waive this requirement when Grantee or Subgrantee receives Federal advances of less than \$120,000 or when the interest to be earned would not be sufficient to justify the expenses entailed by the requirement. The Proposed Rule raised from \$100 to \$250, the amount Grantee and Subgrantee may retain for expenses.

In addition, Grantees must deposit advances of State grants and State Aid payments in interest bearing accounts. However, each Department shall determine if interest on advanced State payments exceeding \$250 shall be remitted to the Department/Board or applied to the grant.

In accordance with the Terms and Conditions of the award, interest earned on advanced payments shall be reported.

IX. Other Grant Provisions

A. It is the Boards's understanding that the Grantee's fiscal year ends on \_\_\_\_\_  
(Date)

Any changes in the fiscal year must be reported immediately to the  
Department.

B. Other:

## Grant Reporting Dates

### Expenditure Reporting Due Dates:

Q1	8/31/2022
Q2	11/30/2022
Q3	2/28/2023
Q4	5/31/2023
Final	7/31/2023

### Programmatic Reporting Due Dates:

Q1	8/31/2022
Q2	11/30/2022
Q3	2/28/2023
Q4	5/31/2023
Final	7/31/2023

A GRANT BETWEEN  
STATE OF NEW JERSEY  
BOARD OF PUBLIC UTILITIES

AND  
CAMDEN CITY

---

(GRANTEE)

GRANT NUMBER 22CLF014

Program Specifications

Eligible Electric Vehicle Charging Stations:

Provide incentives for Level-Two charging stations of any brand selected by the applicant, provided the equipment chosen is a dual-port charger and has the capacity to capture data, referred to as a "networked charger." In addition, applicants should be required to share charging data with the Board periodically.

Eligible Vehicles:

Provide incentives for all BEVs, whether new or used, and to include vehicles up to Class 2B in order to fulfill the FY22 Program goal of beginning the transformation of government fleets from gas-powered ones to ones consisting of fully electric vehicles.

Purchases to be made through T0099, which allows government entities to purchase vehicles such as a Nissan Leaf or Chevrolet Bolt without a separate procurement process. In addition, the FY22 Program should continue the requirement, as needed, that applicants submit specification sheets with their application to show that the vehicle in question was in fact a fully electric vehicle and eligible under the program guidelines.

**Please answer the following:**

1. How many vehicles are you applying for? 7  
 a. Please list the year, make, and model of the vehicle(s):

Year	Make	Model
2022	Chevrolet	Bolt
2022	Chevrolet	Bolt
2022	Chevrolet	Bolt
2022	Chevrolet	Bolt
2022	Chevrolet	Bolt
2022	Chevrolet	Bolt
2022	Chevrolet	Bolt

2. Are you applying for a Level-Two EV charging station?  Yes  No  
 a. If so, is the charging station you intend to purchase a "networked" charger capable of collecting data?  Yes  No  
 b. Will the EV charging station be a dual-port unit?  Yes  No
3. When not in use by your electric fleet vehicle, will the EV charging station be available for public use? Please indicate how many (if any) will be available for public use and how many (if any) will be used for fleets only.

  x   # of public chargers   x   # of fleet chargers

4. What is the anticipated cost of Make-Ready for each Level-Two EV charging station?

\$   n/a  

5. Are you applying for a DCFC charging station?  Yes  No How many?   1    
 a. If so, is the charging station you intend to purchase a "networked" charger capable of collecting data?  Yes  No  
 b. Will the EV charging station be a dual-port unit?  Yes  No
6. When not in use by your electric fleet vehicle, will the EV DCFC be available for public use. Please indicate how many (if any) will be available for public use.

  1   # of public chargers   1   # of fleet chargers

7. What is the anticipated combined cost (charger and Make-Ready) for each DCFC charging station?

\$160,000

8. Where is the intended site location of each charging station? Please describe and provide address(es) for each.

ES Newton-Chestnut-Sycamore. Block 326 Lot 18, Camden, NJ

For each charging station listed above, please provide the following information:

a. Location: ES Newton-Chesnut-Sycamore, block 326, Lot 18, Camden, NJ

b. Where will the signage for the charging station be located? Front of block 326, lot 18

c. Will this charging station be listed online and, if so, where? (Ex: U.S. DOE Alternative Fuels Data Center Station Locator, Plug Share, etc.):

Yes    Where Listed: Plug Share

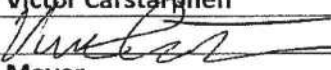
No

9. Is your location or community included on the list of NJBPU's Overburdened Municipalities?

Yes

No

**FY22 Clean Fleet Electric Vehicle Incentive Program Application**

<b>APPLICANT INFORMATION</b>		
Please identify the type of entity applying for the FY22 Program in the space below. Eligible entities are local schools, municipalities, municipal commissions, State agencies or boards, State commissions, State universities, community colleges, and county authorities.		Application Date: 05/12/2022
Type of Entity: Local Municipal Government		
Full Name of Entity: City of Camden		
Mailing Address: PO Box 95120 Camden, NJ 08101		
Application and Reporting Contact Person: Timothy J. Cunningham	Phone: 8567577150	Email: TiCunnin@ci.camden.nj.us
Secondary Contact for Entity: Lateefah Chandler	Phone: 8567577475	Email: LaChandl@ci.camden.nj.us
Financial Officer's Name: Johanna Conyer	Phone: 8567577582	Email: JoConyer@ci.camden.nj.us
Grant Executor's Name (Person authorized to sign the Grant Agreement or MOU on behalf of the applicant): Victor Carstarphen		Title: Mayor
As the Grant Executor, I hereby certify that I am authorized by <u>Camden City Council</u> to submit and sign this application on behalf of <u>City of Camden</u> in order to apply for funding from the Clean Fleet Electric Vehicle Incentive Program.		
Print Name	Victor Carstarphen	
Sign Name		
Title	Mayor	
Date	05/12/2022	

DB:dh  
04-11-23

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT ENTITLED  
"NEIGHBORHOOD PRESERVATION PROGRAM" FROM THE  
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
IN THE AMOUNT OF \$125,000.00**

WHEREAS, the New Jersey Department of Community Affairs, Division of Community Resources has issued the City of Camden a Neighborhood Preservation Grant for the Parkside Haddon Avenue Business Corridor Revitalization Year 2 from January 2023 through December 31, 2023; and

WHEREAS, it is in the best interest of the City of Camden to accept said grant; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City of Camden is hereby authorized to accept a grant in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) from the New Jersey Department of Community Affairs, for the Parkside Haddon Avenue Business Corridor Revitalization Year 2; and

BE IT FURTHER RESOLVED that the proper officers of the City of Camden are hereby authorized to execute the necessary documents in order to accept said grant.

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: April 11, 2023

The above has been reviewed and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council  
FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO ACCEPT A GRANT FROM THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR THE NEIGHBORHOOD PRESERVATION PROGRAM IN THE AMOUNT OF \$125,000 FOR YEAR 2**

Point of Contact:	Candice Walker	Planning & Development	X23542	CaJeffer@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

CITY OF CAMDEN  
COMMUNITY MANAGEMENT  
APR 5 PM 12:20

## ENDORSEMENTS

Recommend Approval (Y/N)	Signature	Date	Comments
Yes		3/15/23	
Y		3/23/23	

Approved by:  
Business Administrator

	3/23
Signature	Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:

<sup>1</sup> For Example: Form “A” - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form “D” - Contract Request, Form “E” - Creation/Extension of Services, Form “G” - Grant Approval, Form “H” - Bond Ordinance or Contract Request, Form “I”, “Best Price Insurance Contracting” Model Ordinance  
<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.



**City Attorney**

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**Signature**

**Date**

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO ACCEPT A GRANT FROM THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR THE NEIGHBORHOOD PRESERVATION PROGRAM IN THE AMOUNT OF \$125,000 FOR YEAR 2**

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- Relevant facts/history. 5Ws. Include geography if applicable.
  - City of Camden in partnership with PBCIP was awarded a 5 year NPP grant for the Parkside Commercial Corridor
- Time constraints, if any. (Why does the Council need to act now?)
  - Acceptance of grant is critical to the continuation of the program
- How was the value of the transaction obtained (if applicable?)

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$125,000 per year

**IMPACT STATEMENT:**

- What will happen if the City Council approves this legislation? or,
  - Will allow the City and PBCIP to continue the progress of revitalizing the Haddon Avenue Corridor
- What changes and by how much if the City Council approves this proposal?
  - N/A
- Why Should the City Council approve this legislation?
  - Council has approved the Year 2 budget for the grant in January 2023
- What will happen if the City Council does not approve this legislation?
  - Grant will be returned to funder

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Name, Organization 1.
  - Attendance: (Y/N/Tentative). Confirmed?
- Name, Organization 2.
  - Attendance: (Y/N/Tentative). Confirmed?
- Additional as required...

**COORDINATION:**

- Who is impacted/has action if the legislation is passed? Include Government and Non-Government entities
  - City of Camden, residents of Parkside Neighborhood, Businesses on Haddon Avenue

**Prepared by:**

Name: Candice Walker

Phone/Email: x3542/ CaJeffer@ci.camden.nj.us

STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS

DIVISION OF LOCAL GOVERNMENT SERVICES  
GRANT APPROVAL 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.

**PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT OF THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION AND GRANT AWARD LETTER.**

Neighborhood Preservation Program (NPP) Grant was awarded to the City of Camden in partnership with PBCIP for the revitalization of Haddon Avenue Commercial Corridor in the Parkside Neighborhood in the amount of \$125k for Year 2 of grant.. The award of this grant is paramount to the continued revitalization of the Parkside neighborhood. This collaboration is focused on elevating Parkside thru cooperative partnerships, equitable community development practices and implementing transparent community engagement strategies. These core components evolved from Parkside’s newly municipal approved Neighborhood Strategic Plan.

The City’s cost toward this grant/endeavor is \$25,000 for inkind/matching funds, which will be provided through the City’s existing Urban Enterprise Zone grant program.

Grant Period Year 2 – January 2023 thru December 31, 2023

Attached Budget

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Candice Walker
Title	Chief Clerk
Telephone Number	(856) 968-3542
Email	cajeffer@ci.camden.nj.us

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

In-Kind for staffing  
Business Assistance through UEZ

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

N/A

\_\_\_\_\_  
Mayor's Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Business Administrator/Manager Signature

Date \_\_\_\_\_

Name, email and fax of contact person for this form:

\_\_\_\_\_

**For LGS use only:**

Approved

Denied

\_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Date \_\_\_\_\_

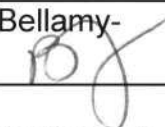
Number Assigned \_\_\_\_\_

Initial Report  Revised Report  Closing Report   
**Bureau of Grants Management Grant Summary Form**  
**Grant Status Code: G**  
(green - g; yellow - y; red - r)

Department: Department of Planning – Housing Services

Grant Analyst: Candice Jefferson

Contact #: 856-757-7344

Grant/Project Name:		2022 NPP Grant – Parkside Haddon Avenue Business Corridor Revitalization – Year 2 Implementation Plan Accept					
Grant #:							
City Contract Date:				City Contract #:			
Application Resolution #:		MC-21:8113		Appropriation Code:		G-02-41-664-022	
Funding Source:		NJDCA - NPP					
Pass Through:				Source:			
Amount of Grant:		\$ 125,000.00					
Local Match:		Y	N	Cash:	Leveraging Projects	In-Kind:	\$25,000.00
Budget Insertion Resolution # & Date:				Accepting Grant Resolution # MC:			
Term of Grant:		1-1-2023/12-31-2023		Location of Activity:		Camden City Census 6103	
Date of Analysis:		03/21/2023		Reviewed By:		Barbara Bellamy-Johnson 	

**Summary:** The Department of Planning and Development/Housing Services is requesting a resolution for the City of Camden and Parkside Business & Community in Partnership (PBICP) **to accept** the NPP Year 2 Implementation Plan and budget for the NJ Neighborhood Preservation Program Grant. The total amount of the budget is \$125,000.00.

The Department of Planning and Development/Housing Services is requesting a resolution for the City of Camden and Parkside Business & Community in Partnership (PBICP) to submit the NPP Year 2 Implementation Plan and budget for the NJ Neighborhood Preservation Program Grant. The total amount of the budget is \$125,000.00.

The Purpose of the grant: Neighborhood Preservation Program (NPP) Grant was awarded to the City of Camden in partnership with PBCIP for the revitalization of Haddon Avenue Commercial Corridor in the Parkside Neighborhood in the amount of \$125,000 for Year 2 of the grant. The award of this grant is paramount to the continued revitalization of the Parkside neighborhood. This collaboration is focused on elevation Parkside thru cooperative partnership, equitable community development practices and implementing

## Bureau of Grants Management Grant Summary Form

Grant Status Code: G

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transparent community engagement strategies. These core components evolved from Parkside's newly municipal approved Neighborhood Strategic Plan.

The City's cost toward this grant/endeavor is \$25,000 for in kind/matching funds, will be provided through the City's existing Urban Enterprise Zone grant program.

Year 1 - The award provided funding to implement a revitalization plan that specifies investment in façade improvement, clean streets, building rehab and business development efforts that deliver sustained small business and residential vitality along Haddon Avenue corridor. The grant agreement is attached has all requirements and stipulations. The budget is attached with a breakdown of how the funds will be expended and section C includes the Scope of Services for the grant. The only change that Grants Management is aware of is that the \$25,000 in-kind match is coming from the City of Camden and not the businesses in the Parkside Haddon Avenue Corridor as stated previous in the grant.

**Time Lines:**

**Problematic Areas/Recommendations**

**Bureau of Grants Management Grant Summary Form****Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: PLANNING &amp; DEVELOPMENT

Grant Administrator: CANDICE JEFFERSON

Administrator #:

Grant/Project Name:		<b>2022 NPP GRANT/PARKSIDE HADDON AVENUE BUSINESS CORRIDOR REVITALIZATION</b>					
Grant #:		2022-02351-0050-00					
City Contract Date:				City Contract #:			
Application Resolution #:		MC21:81 13		Appropriation Code :		G-02-41-664-022	
Funding Source:		NJDC -NPP					
Pass Through:	Y	N	Source:				
Amount of Grant:		\$125,000					
Local Match:	Y	N	Cash:	Leveraging projects	In-Kind:	\$25,000	
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:				
Term of Grant:		October 2021 – December 2026		Location of Activity:		Census Tract 6103	
Date of Analysis:				Reviewed By:			

**Summary:****3/15/23:** Accept and insert of grant funds for year 2 in the amount of \$125,000**2/22/23:** Council request renew subrecipient agreement for year 2 of 5 from January 1, 2023 through December 2023. Grant for year 2 is \$125k.**2/22/23:** As approved by DCA – Payment for invoice from October 1, 2022 through December 31, 2022: Salary & Wages (\$16,098.34); Facade Improvements (\$20,000) Consultants (\$22,357.69); Marketing and Business Development (\$9,478.64). **Total Payment: \$67,934.67****12/8/22:** City Council action requesting approval of Year 2 Implementation Plan and Budget as approved by DCA. Requesting for January 2023 meeting.**10/24/22:** As approved by DCA - Payment for invoice from July 1, 2002 through September 30, 2022:Salary & Wages \$2,725.00; Consultant: 12,156.25; Marketing & Promotions: 11,500; Clean Streets: \$6,376.71. **Total Payment: \$32,757.96****9/19/22:** Payment for Invoice from Oct. 2021 through June 30, 2022: Salary & Wages: (\$6,176.66); Consultant: (\$2,843.75); Marketing (\$588.67); Technology (\$75.00); Community Events (\$3,500); Clean Streets (\$11,123.29) **Total Payment: \$24,307.37****6/7/22: Resolution to facilitate Subrecipient Agreement with PBCIP for the disbursement of DCA NPP Grant funding.****2/17/22: Resolution in support of the Neighborhood Preservation Program Implementation Plan (IP) as approved by DCA**

Initial Report \_\_\_\_ Revised Report \_\_\_\_ Closing Report \_\_\_\_

## Bureau of Grants Management Grant Summary Form

Grant Status Code: G

(green - g; yellow - y; red - r)

11/24/21: The City of Camden applied for and received a grant in the amount of \$125k for the 2022 NJ DCA NPP Grant Program for revitalization of the Haddon Avenue Corridor in the Parkside Neighborhood.

There is a municipal match of \$25k which will be funded to businesses in the Haddon Avenue Business Corridor through already established programs

**Time Lines:** October 1, 2021 through December 31, 2022

**Problematic Areas/Recommendations:**





State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO BOX 806  
TRENTON, NJ 08625-0806

PHILIP D. MURPHY  
Governor

LT. GOVERNOR SHEILA Y. OLIVER  
Commissioner

February 28, 2023

Ms. Kelly Mobley  
Coordinator for Federal and State Aid  
City of Camden  
City Hall  
520 Market Street  
Camden, New Jersey 08101-5120

Re: Neighborhood Preservation 2022  
Amendment #: 2022-02351-0050-05  
Total Award Amount: \$250,000.00

Dear Ms. Mobley:

The New Jersey Department of Community Affairs proposes to amend Agreement 2022-02351-0050-04 dated January 30, 2023 with this Amendment, 2022-02351-0050-05, between the Department and City of Camden. Please review this amendment letter and its attachments carefully. It may implement additional ancillary amendment purposes and agreement changes in addition to those which may have been requested.

The proposed purpose of this amendment is to:

- increase the award amount of the Agreement through the addition of **\$125,000.00** in new funds, thereby raising the total award amount to **\$250,000.00**. Execution of this amendment will implement the new budget attached and designated as **Section B**.
- modify the source and distribution amongst sources of funds. The amended 'Funding Amount and Sources of Funds' is contained in the attached amended '**AGREEMENT DATA SHEET**'.
- modify the grant/loan award period of the Agreement. The amended grant/loan award period is contained on the attached amended '**AGREEMENT DATA SHEET**'.
- modify the project title and purpose of the grant/loan. The amended project title and purpose of grant/loan is contained on the attached amended '**AGREEMENT DATA SHEET**'.
- modify the objectives of the grant/loan. The amended objectives are contained in the attached amended **Section C**.
  - modify the scope of services of the grant/loan. The amended scope of services is contained in the attached amended **Section C**.
- modify provisions of Section A. SPECIFIC TERMS AND CONDITIONS. The amended provision(s) is contained in the attached amended **Section A**.
- modify components and service areas. The amended component(s) is contained in the new budget attached and designated as **Section B**. The amended service area(s) is contained in the attached amended '**AGREEMENT DATA SHEET**'.

You may view this Amendment by selecting '**Grant Amendments/Revisions**' under the History section of the **SAGE System's** Grant Menu. Please contact your Program Manager should you have any questions. Thank you.

Sincerely,

 Janel Winter  
Division Director  
Community Affairs

**State of New Jersey**  
**Department of Community Affairs**  
**and**

Camden City

Grant/Loan Agreement Number: 2022-02351-0050-05

Neighborhood Preservation 2022

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**DEPARTMENT OF COMMUNITY AFFAIRS FOR AMENDMENT LETTER AUTHORIZED  
SIGNATURES:**

**Accepted and Agreed to for Recipient:**

Approved By Victor Carstarphen, Mayor (03/02/2023 1:15PM)

**For New Jersey Department of Community Affairs Approval Only:**

**DIVISION DIRECTOR APPROVAL AND CERTIFICATION:**

Approved By Sheri Malnak-Renn (03/01/2023 1:33PM)

**FISCAL APPROVAL OFFICER CERTIFICATION:**

**I attest that sufficient funds have been appropriated by the  
State Legislature and are available for this grant/loan award**

Recipient Acceptance of Terms:

Ms. Kelly Mobley  
Coordinator for Federal and State Aid  
City of Camden

DEPARTMENT GRANT/LOAN APPROVAL OFFICER CERTIFICATION:

Dipali Patel  
Fiscal Administrator

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

AGREEMENT DATA SHEET

( X ) GRANT ( ) LOAN

**PROJECT INFORMATION**

FUNDING PROGRAM NAME: *Neighborhood Preservation 2022*  
 PROJECT TITLE: *Parkside Haddon Avenue Business Corridor Revitalization*  
 SERVICE AREA(S): *City of Camden*

**RECIPIENT INFORMATION**

AGENCY NAME: *City of Camden*  
 ADDRESS: *City Hall  
 520 Market Street  
 Camden, New Jersey 08101-5120*  
 CHIEF FINANCIAL OFFICER: *Mr. Gerald Seneski*  
 VENDOR ID #: *216000418-09*  
 TELEPHONE NUMBER: *(856) 757-7200*  
 CHARITIES REGISTRATION #: *EX0000000*  
 (Nonprofit Agencies Only)  
 SAM Unique Entity #: *L5MTYJ62P314*

**STATE INFORMATION**

DEPARTMENT: *NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS*  
 DIVISION: *Division of Housing and Community Resources*  
 ADDRESS: *101 South Broad Street, 5th Floor  
 PO Box 806  
 Trenton, NJ 08625-0806*  
 CONTACT PERSON: *Jef Buehler*  
 TELEPHONE NUMBER: *(609) 633-9769*

**FUNDING AMOUNT AND SOURCE OF FUNDS**

	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>CFDA #</u>
1 (State Funds)	2022-100-022-8020-092-F301-6020	\$125,000.00	
2 (State Funds)	2023-100-022-8020-092-F301-6020	\$125,000.00	
<b>SUBTOTAL</b>		<b>\$250,000.00</b>	
<b>OTHER FUNDS</b>		<b>\$770,100.00</b>	
<b>TOTAL</b>		<b>\$1,020,100.00</b>	

**GRANT/LOAN AWARD PERIOD**

GRANT/LOAN AWARD PERIOD: *October 01, 2021 THROUGH: December 31, 2023*  
 LENGTH OF AWARD PERIOD: *2 Years, 3 Months*  
 LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: *March 30, 2024*

**PURPOSE OF GRANT/LOAN**

This award will provide funding to implement a revitalization plan that specifies investment in façade improvement, clean streets, branding, building rehab and business development efforts that deliver sustained small business and residential vitality along Haddon Avenue corridor.



**State of New Jersey**  
 DEPARTMENT OF COMMUNITY AFFAIRS  
 101 SOUTH BROAD STREET  
 PO BOX 806  
 TRENTON, NJ 08625-0806

PHILIP D. MURPHY  
*Governor*

LT. GOVERNOR SHEILA Y. OLIVER  
*Commissioner*

**Section A SPECIFIC TERMS AND CONDITIONS**

By virtue of the execution of the Grant/Loan Agreement, the Recipient agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant/Loan Agreement provisions are detailed as follows:

**1. BONDING AND INSURANCE**

**Fidelity Bonding:**

- ( ) Fidelity Bonding with the limit of liability of at least \$0.00 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.
- (X) No Fidelity Bonding shall be required.

**Insurance(s):**

The Department must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after 30 days written notice to the New Jersey Department of Community Affairs.

- ( ) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than \$1 million per occurrence for bodily injury liability and property damage liability.
- ( ) Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1 million per occurrence for bodily injury liability and property damage liability.
- ( ) Workers' Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than \$100,000.
- ( ) Additional Insurance Coverage(s) required:
- (X) No Additional Insurance shall be required.

**2. METHOD OF PAYMENT**

**Advance Payment**

- (X) An Advancement of Funds in the amount of \$112500 shall be made.
- ( ) No Advancement of Funds shall be made.

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**State of New Jersey**  
**DEPARTMENT OF COMMUNITY AFFAIRS**  
 101 SOUTH BROAD STREET  
 PO Box 806  
 TRENTON, NJ 08625-0806

**PHILIP D. MURPHY**  
*Governor*

**LT. GOVERNOR SHEILA Y. OLIVER**  
*Commissioner*

**Payment Type**

**Payments shall be made as indicated below:**

- ( X ) Reimbursement payments based on the actual rate of disbursement shall be made  
       ( ) Monthly  
       ( X ) Quarterly  
       ( ) Other:  
 ( ) Fixed payments of \$ shall be made .  
 ( ) A Lump Sum payment upon execution of the agreement.  
 ( ) A Lump Sum payment at the end of the award period.  
 ( ) Other:

**Final Payment Withheld**

- ( ) Final payment of \$0.00 shall be withheld pending receipt of final reports.  
 ( X ) No Final payment shall be withheld.  
 ( ) Other:

**3. BUDGET VARIANCE FLEXIBILITY**

Variance of expenditures from budgeted amounts is permitted without a formal amendment to the Grant/Loan Agreement within the following limitations:

- There is no permitted budget flexibility variance between major budget cost categories.
- Within major budget cost categories, there is a maximum allowable budget line item flexibility of 10%. No individual line item expenditures may exceed the amount budgeted for that line item by an amount in excess of 10% of the budgeted amount.
- Under no circumstances may total expenditures exceed the total grant/loan award amount.

Expenditures that exceed these limitations must be authorized via a budget revision approved by the Department. Expenditures incurred that exceed the permitted budget variance flexibility prior to Departmental approval of a revised budget are at risk for being disallowed by the Department.

**4. PROJECT INCOME**

Project income, if any, shall be:

- ( X ) Added to project funds to further eligible program objectives; or  
 ( ) Deducted from Recipient's payment request for allowable costs; or  
 ( ) Used for the cost-sharing or matching requirement; or  
 ( ) Returned to the Department.  
 ( ) Not Applicable.

**5. FINANCIAL AND PERFORMANCE REPORTING**

**Financial Reports** - A Fiscal Monitoring Report comparing the Recipient's actual expenditures of the project with the approved Budget included in this Grant/Loan Agreement shall be submitted with each request for payment, except for advance funding, if any. The Fiscal Monitoring Report shall be certified by the Recipient's Chief Financial Officer and submitted to the Department with the State voucher requesting payment.

**Performance Reports** - A Performance report(s) indicating the progress of the project shall be submitted:

- Monthly
- Quarterly
- Annually
- Other:

Final Report - A final report shall be submitted to the Department no later than 60 days after completion of the grant/loan award period or termination of this Grant/Loan Agreement. Extensions to reporting due dates may be granted upon written request to the Department.

**6. AUDIT REQUIREMENTS**

- Audit Required.
- Audit Not Required. Recipient must submit to the Department supporting documentation for all grant/loan expenditures.

Audit Costs - The pro rata share of the cost of any required single audit or the cost of a program-specific audit, financial statement audit, or other limited scope audit shall be paid from funds:

- Provided for by this Grant/Loan Agreement.
- Provided by the Recipient from other funding sources.
- Not Applicable.

Additional Schedules - Additional schedules may be requested by the Department, if funding is made available to pay for such additional schedules.

- Additional Supplemental Schedules required as listed below:
- No Additional Supplemental Schedules required.

**7. GRANT ADMINISTRATION AUTOMATION**

The recipient acknowledges that this agreement is recorded within and administered utilizing DCA SAGE, the *DCA System for Administering Grants Electronically* (<https://dcasage.intelligrants.com/portal.asp>). The recipient agrees to establish SAGE access for recipient staff in sufficient quantity and with sufficient authority to fulfill the requirements of the SAGE system and to assign relevant staff to the SAGE system grant record corresponding to this grant agreement document.

**Section B**

Budget Detail

2022-02351-0050-05

Camden City

Requested Funds      Funds from Other Sources      Total Amount

Budget Category	Requested Funds	Funds from Other Sources	Total Amount
Program - Development			
Rehab-Commercial			
Renovation to commercial exteriors	\$20,000.00	\$50,000.00	\$70,000.00
Minor Category Sub-Total	\$20,000.00	\$50,000.00	\$70,000.00
Major Category Sub-Total	\$20,000.00	\$50,000.00	\$70,000.00
PROGRAM - Other			
Other			
New Pop-Up Plaza & Open Space Areas	\$14,857.69	\$15,000.00	\$29,857.69
Minor Category Sub-Total	\$14,857.69	\$15,000.00	\$29,857.69
Miscellaneous			
Yiffie Gift Card Program	\$7,500.00		\$7,500.00
Minor Category Sub-Total	\$7,500.00	\$0.00	\$7,500.00
Major Category Sub-Total	\$22,357.69	\$15,000.00	\$37,357.69
PROGRAM - Personnel			
Salaries/Wages			
Staff overseeing the NPP projects and Indirect Costs	\$25,000.00	\$15,000.00	\$40,000.00
Minor Category Sub-Total	\$25,000.00	\$15,000.00	\$40,000.00
Major Category Sub-Total	\$25,000.00	\$15,000.00	\$40,000.00
PROGRAM - Purchased Services			
Consultant			
Uniform Design Standards along Business Corridor	\$9,500.00		\$9,500.00
NPP Implementation Plan Updates	\$5,500.00		\$5,500.00





Budget Detail

Camden City

Requested Funds      Funds from Other Sources      Total Amount

Budget Category

ADM - Personnel			
Salaries/Wages			
Staff overseeing the NPP projects and Indirect Costs	\$25,000.00	\$17,500.00	\$42,500.00
Minor Category Sub-Total	\$25,000.00	\$17,500.00	\$42,500.00
Major Category Sub-Total	\$25,000.00	\$17,500.00	\$42,500.00
Program - Development			
Acquisition - Building			
Acquisitions along Haddon Avenue	\$15,000.00	\$334,000.00	\$349,000.00
Minor Category Sub-Total	\$15,000.00	\$334,000.00	\$349,000.00
Major Category Sub-Total	\$15,000.00	\$334,000.00	\$349,000.00
PROGRAM - Other			
Other			
New Plaza & Open Space Areas	\$15,000.00	\$0.00	\$15,000.00
Market the Corridor to New Businesses	\$5,000.00	\$10,000.00	\$15,000.00
Coop Business Space for Entrepreneurs and Business Own	\$5,000.00	\$50,000.00	\$55,000.00
Minor Category Sub-Total	\$25,000.00	\$60,000.00	\$85,000.00
Major Category Sub-Total	\$25,000.00	\$60,000.00	\$85,000.00
PROGRAM - Purchased Services			
Marketing & Promotion			
Community Events - Street Festival, Learning Garden & Sm	\$15,000.00	\$70,000.00	\$85,000.00
Tell the Parkside Story thru Public Art Exhibits	\$30,000.00	\$50,000.00	\$80,000.00
Minor Category Sub-Total	\$45,000.00	\$120,000.00	\$165,000.00





**SECTION C - SCOPE OF SERVICES: 2022-02351-0050-05****GRANT/LOAN AGREEMENT****Program: 2022 Neighborhood Preservation Program**

Between the **State of New Jersey Department of Community Affairs** ("*Department*") and **City of Camden** ("*Grantee*")

1. The Grantee shall administer and perform the obligations set forth in this grant agreement with the Department and shall comply with the criteria of the NPP Program as defined by the New Jersey Department of Community Affairs that are referenced in this agreement.
2. WORKPLAN
  - A. The Grantee will receive up to \$250,000 of the NPP funds provided under this Grant Agreement as follows:
    - a. Phase I: The Grantee may use from \$0 to \$25,000 and dedicate the first six months of the grant term to engage/hire the services of a full-time NPP Coordinator to carry out activities to develop a 5-year Neighborhood District Implementation Plan. Phase I activities may include: the establishment of a local NPP office to perform administrative program functions, coordinate the development of a 5-year Implementation Plan, and engage with local residents and business community to participate in the revitalization efforts. Phase I funds may also be used to hire a professional consultant to assist in the development of the 5-year Implementation Plan.
    - b. Phase II: The Grantee may use from \$100,000 to \$125,000 of program funds to implement elements of the Implementation Plan following approval of the Implementation Plan by the Department. Upon approval, the Implementation Plan shall be incorporated as part of this Grant Agreement as defined in the Budget section of the grant in SAGE. Program activities and related expenditures costs cannot extend past the grant term without written approval from the Department.
    - c. Year Two Implementation Plan: The Grantee may use up to \$125,000 of program funds to implement elements of the Year Two Implementation Plan, and from that total up to \$25,000 for program administration following approval of the Implementation Plan by the Department. Upon approval, the Implementation Plan shall be incorporated as part of this Grant Agreement as defined in the Budget section of the grant in SAGE. Program activities and related expenditures costs cannot extend past the grant term without written approval from the Department.
3. The Department shall make an advance payment to the Grantee total of 90% of the grant upon execution of this contract.
  - A. The Grantee shall submit all payment documentation for grant closeout via SAGE ("*System for Administering Grants Electronically*"), as a Financial Status Report/Expense Report.
4. The Grantee shall report on a regular basis on the progress of the NPP grant implementation. This report shall be submitted via SAGE as an Objectives Monitoring Report. There are multiple reports during the grant period.
5. The Grantee shall provide representatives of the Department access to all documentation and records related to the administration and implementation of this Agreement. The Grantee shall also permit these representatives to periodically conduct on-site and on-line monitoring of the Project if requested.

6. The Department reserves the right to suspend and/or cancel this Grant/Loan Agreement for nonperformance of any of Grant/Loan Agreement provisions. Failure by the Grantee to comply with agreement stipulations, standards or conditions may give the Department cause to suspend this agreement and withhold further payments, prohibit additional obligations or project funds pending corrective action, disallow all or part of the cost associated with the noncompliance, terminate this agreement or take other remedies that may be legally available.

Formal written notice of suspension/cancellation of grant/loan agreement and/or reduction in funding will be provided to the grantee in advance of the adverse action to be taken together with recommendations to correct deficiencies. Grantees that correct deficiencies in accordance with guidance provided in the written notice shall be reinstated.

7. This agreement will be closed out following the Department's final decision regarding approval of the NPP documentation, reporting, and project implementation certification submitted by the Grantee.

DB:dh  
04-11-23

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT ENTITLED  
“URBAN ENTERPRISE ZONE ASSISTANCE, ADMINISTRATIVE COSTS” FROM  
THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
IN THE AMOUNT OF \$176,547.00**

WHEREAS, the NJ Department of Community Affairs, Urban Enterprise Zone Authority has issued the City of Camden a grant in the amount of ONE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS (\$176,547.00) to fund administrative expenses associated with administering the Camden UEZA Program; and

WHEREAS, it is in the best interest of the City of Camden to accept said grant; now, therefore

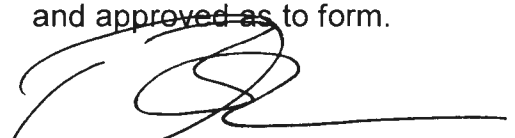
BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept said grant in the amount of ONE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS (\$176,547.00) from the NJ Department of Community Affairs, Urban Enterprise Zone Authority to fund administrative expenses associated with administering the Camden UEZA Program; now, therefore

BE IT FURTHER RESOLVED, that the proper officers of the City of Camden are hereby authorized to execute the necessary documents in order to accept said grant.

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: MMMM, DD, YY

TO: City Council  
FROM: Dr. Edward C. Williams, AICP, PP, CSI, Director

**TITLE OF ORDINANCE/RESOLUTION: :** RESOLUTION AUTHORIZING The City of Camden the accept the amount of \$176,547.00 from the UEZ Zone Assistance

Point of Contact:	Joe Thomas Planning and Development	968-3531	jothomas@ci.camden,nj.us
	Name	Department- Division- Bureau	Phone Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		3/15/23	
Supporting Department Director (if necessary)				
<del>Director of Grants Management</del>			3/20/23	
Qualified Purchasing Agent				
Director of Finance				

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

- Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
- Certification of Funds<sup>2</sup>
- Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

CITY OF CAMDEN  
GRANTS MANAGEMENT  
2023 APR 6 AM 8:55



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** RESOLUTION AUTHORIZING The City of Camden the insertion/amend into the permanent budget the amount of \$176,547.00 from the UEZ Zone Assistance per Chapter 159

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- To allow the City of Camden to fund local business expansion and job creation
- UEZ admin budget to fund staff and continued projects
- The Urban Enterprise Zone Assistance Fund approved the application on 3/8/2023

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$176,547.00

**IMPACT STATEMENT:**

- If approved, this will be inserted in the 2023 CY budget for use
- Funding will reimburse the City of Camden expenses used in Fiscal Year 2023 toward admin
- To add additional funds to our overall budget
- If not approved, the funds will be returned to UEZAF

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Joe Thomas Planning & development Urban Enterprise Zone.

**COORDINATION:**

- The entire City of Camden is impacted

**Prepared by:**

Joe Thomas 856-968-3531

Name

Phone/Email

Initial Report \_\_\_\_\_ Revised Report  Closing Report \_\_\_\_\_  
**Bureau of Grants Management Grant Summary Form**

**Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: Planning and Development

Grant Administrator: Joseph Thomas

Grant Administrator #: 968-3531

Grant/Project Name:		Urban Enterprise Zone Authority (UEZA Administration 23)			
Grant #:		UEZA			
City Contract Date:		City Contract #:			
Application Resolution #:		Appropriation Code :			
Funding Source:		Urban Enterprise Zone Authority			
Pass Through:	Y	N	Source:	City	
Amount of Grant:		\$176,547.00			
Local Match:	Y	N	Cash:		In-Kind:
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		7/1/22 – 6/30/23		Location of Activity:	
Date of Analysis:		5-Apr-22		Reviewed By: Kelly Mobley	

**Summary:**

20-Mar-23: The Division of Housing Services - Camden UEZA Office is requesting council authorization for accept and insert a \$176,547 into the City Budget via a Chapter 159. Funding is for administrative expenses associated with administering the UEZA Program. (see budget below)

28-Jan-22: The Division of Housing Services - Camden UEZA Office is requesting council authorization to submit an application for funding in the amount of \$176,547.00 to the NJ Urban Enterprise Zone Authority for administrative cost associated with administering the Camden UEZA Program. The requested budget is as follows:

Personnel:	\$108,719.00
Fringe:	\$ 10,993.00
Materials	\$ 200.00
Operating:	\$ 15,778.00
Professional:	\$ 6,500.00
Equipment:	\$ 5,004.00
Advertising:	\$ 29,353.00

This application must be entered through SAGE and is expected to make the June UEZA Meeting providing this resolution can be read and approved by council at the May Meeting.

**Time Lines:** Quarterly programmatic/financial reports are due for the following periods within 30 days after the quarter. Progress Reports (Attachment I) and Financial Reports (Attachment J). January – March: due April 30<sup>th</sup>; April – June: due July 31<sup>st</sup>; July – September: due October 31<sup>st</sup>; October – December: due January 31<sup>st</sup>

**Problematic Areas/Recommendations:**

NUZZA ADM-23-1

Initial Report  Revised Report  Closing Report   
**Bureau of Grants Management Grant Summary Form**  
**Grant Status Code: G**  
(green - g; yellow - y; red - r)

Department: Development and Planning (Housing Services)

Grant Administrator: Joe Thomas

Grant Administrator #: 757-7344

Grant/Project Name:		UEZAF Admin Budget CY 2023 FY 2023 176,547.00			
Grant #:		Urban Enterprise Zone			
City Contract Date:					
Application Resolution #:			Appropriation Code :		
Funding Source:		UEZF			
Pass Through:	Y	N	Source:	City	
Amount of Grant:		176,547.00			
Local Match:	Y	N	Cash:		In-Kind:
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:		
Term of Grant:			Location of Activity:		Camden City
Date of Analysis:	3/09/2023		Reviewed By:		Joe Thomas

**Summary: Payment #1** – The Department of Development and Planning/Housing Services is requesting payment for 176,547.00

**New Jersey Department of Community Affairs  
APPLICATION FOR GRANT FUNDS**

STANDARD GRANT COVER SHEET

2022-08004-1544

1. DCA Program to Which Applicant is Applying: Urban Enterprise Zone - Camden 2022			
2. Name of Applicant Agency Camden City			
3. Street Address City Hall 520 Market Street			
City Camden	State New Jersey	Zip Code 08101-5120	County Camden
4. Official Contact Person Ms. Kelly Mobley		Title Coordinator for Federal a	Phone number (856) 757-7689
5. Program Contact Person Mr. Joseph Thomas		Title UEZ Coordinator	Phone Number (856) 968-3531
6. Proposed Project/Grant Title CAMDEN UEZ ADMIN BUDGET FOR FY23: 07-01-22 TO 06-30-23			
Program Type Administrative Budget: Camden City			
7. Total Cost of the Project \$279,200	8. Requested Amount \$176,547	9. Funds from Other Sources \$102,653	
10. Project Location (if Different from Applicant Agency) Camden NJ			
Street Address 520 Market Street			
City Camden	State New Jersey	Zip 	Room Number
11. Vendor Number 216000418-09	12. Employer ID 216000418	13. Tax Exempt ID 216000418	
14. Area(s) Benefiting: Camden County,			
15. Briefly describe the project for which you are seeking funds. to provide funds as an initial increment towards the municipality's projected Fiscal Year total 2023 total Urban Enterprise Zone administrative budget for the allocation ending in 2023			



Urban Enterprise Zone - Camden 2022  
FUTURE UEZ PROPOSALS

Name of Proposal Facade Program 2023

Description of Proposal

The Commercial Facade Improvement Program fosters commercial revitalization and economic development and improves neighborhood conditions. This program helps to develop a more vibrant, walkable, mixed-use commercial district. Additionally, the program transforms commercial communities into destinations for residents and out-of-area customers, increases employment for area residents, increases the number of commercial opportunities, and enhances the neighborhood's appearance. Lastly, this program builds upon previous funded efforts targeting the commercial corridor with clean and safe services, gateway signage, neighborhood identification banners, and the recently constructed road Improvements.

Estimated total cost of proposal

UEZ \$350,000.00

Urban Enterprise Zone - Camden 2022  
SCHEDULE A: PERSONNEL

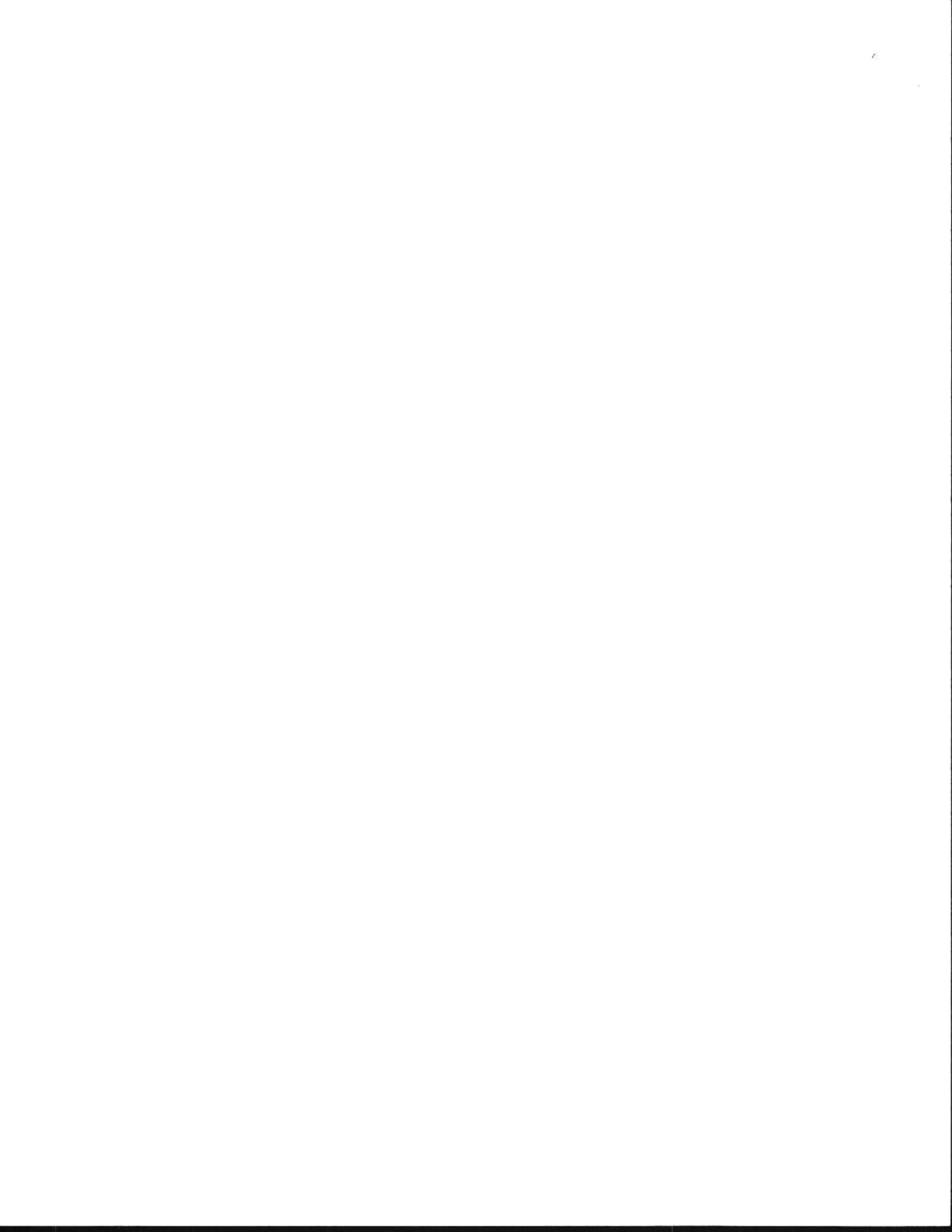
Name of Employee	Nural Williams FTE .10
Position/Title	Fiscal Analyst
Date of Hire	1/1/2023
Eligible for Overtime?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Full Time <input checked="" type="checkbox"/> Part Time
Standard Weekly Work Hours	35
Number of Weekly Hours Dedicated to UEZ	9
Annual Salary	\$45,540.00
Annual Salary Requested from UEZ	\$10,500.00
Municipal Salary subsidy (if applicable)	
Annual Fringe Benefits	\$0.00
Annual Fringe Benefits Requested from UEZ	\$0.00
Submit Job Description	391870-289059-nurel descrp.doc
I will...	Upload this attachment Mail this attachment Fax this attachment Hand deliver this attachment <input checked="" type="checkbox"/> Not applicable
Submit Resume	391870-289055-resumenuralhwilliams 2.2.20
I will...	Upload this attachment Mail this attachment Fax this attachment Hand deliver this attachment <input checked="" type="checkbox"/> Not applicable

Urban Enterprise Zone - Camden 2022

CERTIFICATION SHEETS

<i>If your Agency type is not required to answer any of the questions below, click the N/A radio button</i>			
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
1. I certify that this agency is not delinquent on any Federal or State debt.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A
2. I understand that payments from NJDCA will depend on our submission of all required grant reports.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A
3. I certify that neither members of our organization's governing body nor members of their families will receive any direct or indirect personal or monetary gain from the funding of this grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A
4. I certify that our organization's Certification of System for Award Management(SAM) is valid and current.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A
5. I certify that neither members of our organization's governing body nor members of their families serve on any board, council, commission, committee, or task force that has regulatory authority or advising influence on the funding program.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A
If no, please explain:			
<b>Non-government Agencies only—</b>			
6. If our agency has not received funds from NJDCA for the current State Fiscal Year, I will submit our organization's most recent audit.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A
7. The information contained in the Board of Directors list in our Agency Information is adequate and up-to-date at the time of this application.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A





**New Jersey Department of Community Affairs  
APPLICATION FOR GRANT FUNDS**

STANDARD GRANT COVER SHEET

2022-08004-1544

1. DCA Program to Which Applicant is Applying: Urban Enterprise Zone - Camden 2022			
2. Name of Applicant Agency Camden City			
3. Street Address City Hall 520 Market Street			
City Camden	State New Jersey	Zip Code 08101-5120	County Camden
4. Official Contact Person Ms. Kelly Mobley		Title Coordinator for Federal a	Phone number (856) 757-7689
5. Program Contact Person Mr. Joseph Thomas		Title UEZ Coordinator	Phone Number (856) 968-3531
6. Proposed Project/Grant Title CAMDEN UEZ ADMIN BUDGET FOR FY23: 07-01-22 TO 06-30-23			
Program Type Administrative Budget: Camden City			
7. Total Cost of the Project \$279,200	8. Requested Amount \$176,547	9. Funds from Other Sources \$102,653	
10. Project Location (if Different from Applicant Agency) Camden NJ			
Street Address 520 Market Street			
City Camden	State New Jersey	Zip	Room Number
11. Vendor Number 216000418-09	12. Employer ID 216000418	13. Tax Exempt ID 216000418	
14. Area(s) Benefiting: Camden County,			
15. Briefly describe the project for which you are seeking funds. to provide funds as an initial increment towards the municipality's projected Fiscal Year total 2023 total Urban Enterprise Zone administrative budget for the allocation ending in 2023			

## OBJECTIVES

Objective Number: 1

Short Description: Membership Implementation

### Detailed Description

Despite the challenging economic climate, the Camden UEZ Office is committed to increasing its membership. Camden's goal for 2023 is to increase membership by 20% (roughly 20 members). The second goal is successfully implementing the projected projects identified in this budget. These projects will significantly impact the local economy by providing much-needed services, job creation, and small business development support services.

### Methods

Membership will be increased by continuing proven-successful practices such as; print advertising, site visits, direct mailings, phone, and internet. Camden anticipates increasing membership recruitment via the new Comcast Advertising Campaign. With the support of the NJUEZA, Camden plans on implementing these referenced projects. Some projects (Year 2 or 3) are established and will build on past success. The others are partnerships with viable Camden agencies with proven capacity.

### Evaluation

Membership goals will be tracked weekly and re-evaluated every quarter. Projects are also tracked on a quarterly base by the NJUEZA via Sage. Monthly project reports will be submitted to the Camden office.

Application Program Component: Camden City





Urban Enterprise Zone - Camden 2022  
FUTURE UEZ PROPOSALS

Name of Proposal Facade Program 2023

Description of Proposal

The Commercial Facade Improvement Program fosters commercial revitalization and economic development and improves neighborhood conditions. This program helps to develop a more vibrant, walkable, mixed-use commercial district. Additionally, the program transforms commercial communities into destinations for residents and out-of-area customers, increases employment for area residents, increases the number of commercial opportunities, and enhances the neighborhood's appearance. Lastly, this program builds upon previous funded efforts targeting the commercial corridor with clean and safe services, gateway signage, neighborhood identification banners, and the recently constructed road Improvements.

Estimated total cost of proposal  
UEZ \$350,000.00

Urban Enterprise Zone - Camden 2022  
ATTACHMENTS (ADMINISTRATIVE BUDGET)

1a. Fully executed City Council Resolution

I will...

- Mail this attachment
- Hand deliver this attachment

1b. Zone Board Resolution

I will...

- Mail this attachment
- Hand deliver this attachment

2. Agreement(s) between the Zone and Firm

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Camden 2022  
SCHEDULE A: PERSONNEL

Name of Employee	Nural Williams FTE .10
Position/Title	Fiscal Analyst
Date of Hire	1/1/2023
Eligible for Overtime?	Yes <input checked="" type="checkbox"/> No
	Full Time <input checked="" type="checkbox"/> Part Time
Standard Weekly Work Hours	35
Number of Weekly Hours Dedicated to UEZ	9
Annual Salary	\$45,540.00
Annual Salary Requested from UEZ	\$10,500.00
Municipal Salary subsidy (if applicable)	
Annual Fringe Benefits	\$0.00
Annual Fringe Benefits Requested from UEZ	\$0.00
Submit Job Description	391870-289059-nurel_descr.doc
I will...	Upload this attachment Mail this attachment Fax this attachment Hand deliver this attachment <input checked="" type="checkbox"/> Not applicable
Submit Resume	391870-289055-resumenuralhwilliams 2.2.20
I will...	Upload this attachment Mail this attachment Fax this attachment Hand deliver this attachment <input checked="" type="checkbox"/> Not applicable



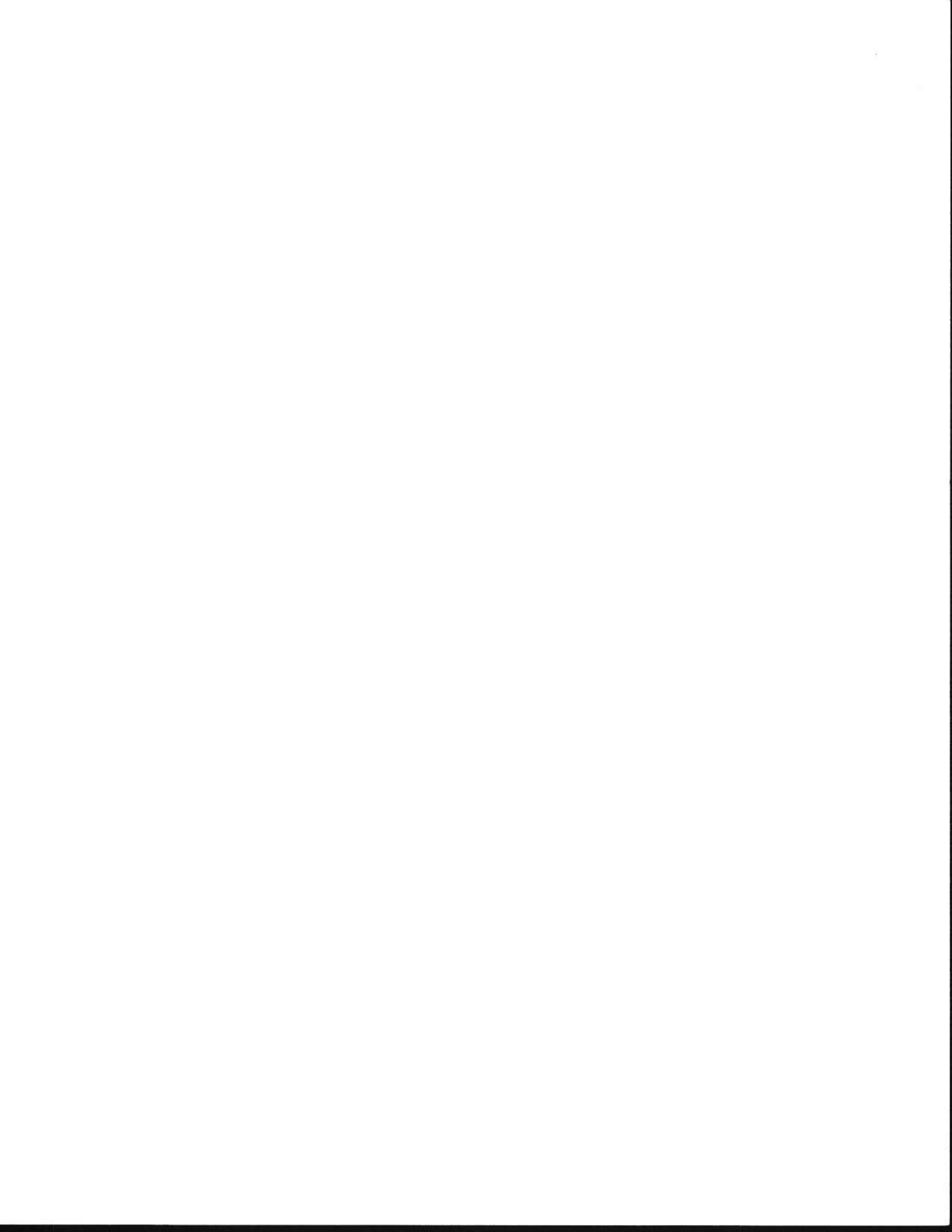
Urban Enterprise Zone - Camden 2022  
SCHEDULE A: PERSONNEL

Name of Employee	Candance WalkerFTE .10
Position/Title	Senior Admin Clerk
Date of Hire	1/1/2019
Eligible for Overtime?	Yes <input checked="" type="checkbox"/> No Full Time <input checked="" type="checkbox"/> Part Time
Standard Weekly Work Hours	35
Number of Weekly Hours Dedicated to UEZ	9
Annual Salary	\$44,895.00
Annual Salary Requested from UEZ	\$11,223.00
Municipal Salary subsidy (if applicable)	
Annual Fringe Benefits	\$0.00
Annual Fringe Benefits Requested from UEZ	\$0.00
Submit Job Description	391880-289059-senior administrative clerk
I will...	Upload this attachment Mail this attachment Fax this attachment <input checked="" type="checkbox"/> Hand deliver this attachment Not applicable
Submit Resume	391880-289055-candice jefferson_resume_20
I will...	Upload this attachment Mail this attachment Fax this attachment <input checked="" type="checkbox"/> Hand deliver this attachment Not applicable

Urban Enterprise Zone - Camden 2022

CERTIFICATION SHEETS

<i>If your Agency type is not required to answer any of the questions below, click the N/A radio button</i>				
		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
1.	I certify that this agency is not delinquent on any Federal or State debt.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A
2.	I understand that payments from NJDCA will depend on our submission of all required grant reports.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A
3.	I certify that neither members of our organization's governing body nor members of their families will receive any direct or indirect personal or monetary gain from the funding of this grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A
4.	I certify that our organization's Certification of System for Award Management(SAM) is valid and current.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A
5.	I certify that neither members of our organization's governing body nor members of their families serve on any board, council, commission, committee, or task force that has regulatory authority or advising influence on the funding program.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A
	If no, please explain:			
<b>Non-government Agencies only—</b>				
6.	If our agency has <b>not</b> received funds from NJDCA for the current State Fiscal Year, I will submit our organization's most recent audit.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A
7.	The information contained in the Board of Directors list in our Agency Information is adequate and up-to-date at the time of this application.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A





State of New Jersey  
URBAN ENTERPRISE ZONE AUTHORITY  
101 SOUTH BROAD STREET  
PO BOX 822  
1ST FLOOR  
TRENTON, NJ 08625-0822

PHILIP D. MURPHY  
Governor

LT. GOVERNOR SHEILA Y. OLIVER  
Commissioner

NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY BOARD MEETING

March 8, 2023

2:00 PM

Microsoft Teams Conference Link for *UEZA Board members* is on your scheduled Outlook Calendar

*Public Dial in- Number:* 1-856-338-7074, Access Code: 938 226 621#

AGENDA

1. Notice of Public Meeting
2. Roll Call
3. Approval Board Meeting Minutes, January 11, 2023

NEW BUSINESS

4. Executive Director's Report
5. UEZA Rules Readoption
  - Request to authorize the Executive Director or Acting Director (as appropriate) to file the Notice of Readoption for N.J.A.C. 5:120, Urban Enterprise Zone Authority, with the Office of Administrative Law.
6. Bayonne
  - Approval of Bayonne's UEZ Admin Budget FY23 from 07-01-22 to 06-30-23 - \$155,000
7. Camden
  - Approval of Camden UEZ Admin Budget for FY23: 07-01-22 to 06-30-23 - \$176,547
8. Kearny
  - Approval of Kearny Avenue Streetscape Repair Project - \$125,100
9. Lakewood
  - Approval of Lakewood UEZ Revolving Loan Program – 193,304

## Joseph Thomas

---

**From:** Joseph Thomas  
**Sent:** Wednesday, March 8, 2023 2:22 PM  
**To:** Dr. Edward C. Williams, Dir. of Planning & Development  
**Cc:** Marc Riondino; Paul Palamattam; Nural Williams; Lateefah Chandler; Gerald C. Seneski; Candace Walker; Nural Williams; Angela Miller  
**Subject:** RE: UEZA Board Meeting, 3/8/23 \$176,57400admin

Approved



Joe E. Thomas Jr. Phone: 856-968-3531  
Economic Development Rep. UEZ Coordinator  
City of Camden \ Department of Community Affairs  
Email [jthomas@ci.camden.nj.us](mailto:jthomas@ci.camden.nj.us)

---

**From:** Joseph Thomas  
**Sent:** Wednesday, March 8, 2023 2:21 PM  
**To:** Dr. Edward C. Williams, Dir. of Planning & Development <EdWillia@ci.camden.nj.us>  
**Cc:** Marc Riondino <MaRiondi@ci.camden.nj.us>; Paul Palamattam <PaPalama@ci.camden.nj.us>; Kelly Mobley <KeMobley@ci.camden.nj.us>; Nural Williams <NuWillia@ci.camden.nj.us>; Lateefah Chandler <LaChandl@ci.camden.nj.us>; Gerald C. Seneski <GeSenesk@ci.camden.nj.us>; Candace Walker <CaJeffer@ci.camden.nj.us>; Nural Williams <NuWillia@ci.camden.nj.us>; Angela Miller <AnMiller@ci.camden.nj.us>  
**Subject:** FW: UEZA Board Meeting, 3/8/23 \$176,57400admin



Joe E. Thomas Jr. Phone: 856-968-3531  
Economic Development Rep. UEZ Coordinator  
City of Camden \ Department of Community Affairs  
Email [jthomas@ci.camden.nj.us](mailto:jthomas@ci.camden.nj.us)

---

**From:** Joseph Thomas  
**Sent:** Wednesday, March 8, 2023 7:35 AM  
**To:** Dr. Edward C. Williams, Dir. of Planning & Development <EdWillia@ci.camden.nj.us>  
**Cc:** Angela Miller <AnMiller@ci.camden.nj.us>; Candace Walker <CaJeffer@ci.camden.nj.us>  
**Subject:** FW: UEZA Board Meeting, 3/8/23

**RESOLUTION MC-22: 8606**  
*On Motion Of: Nohemi Soria-Perez*  
**APPROVED: September 13<sup>th</sup>, 2022**

R-34

MBS:dh  
09-13-22

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO APPLY FOR \$176,547.00  
FROM THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY  
FOR THE FY 2023 ADMINISTRATIVE BUDGET**

WHEREAS, the City of Camden desires to submit an application to the New Jersey Urban Enterprise Zone Authority to fund the FY 2023 UEZ administrative budget for the period of January 1, 2023 until June 30, 2023; and


WHEREAS, City Council believes that the submission of such grant application is in the best interest of the residents of the City of Camden; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers be and are hereby authorized to submit an application to the New Jersey Urban Enterprise Zone Authority in the amount of ONE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS (\$176,547.00) for the purpose of funding the UEZ administrative budget of the City of Camden for Fiscal Year 2023 from January 1, 2023 until June 30, 2023, in accordance with all pertinent terms, conditions and requirements which may be established for such an application.

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: September 13, 2022

The above has been reviewed  
and approved as to form.

  
DANIEL BLACKBURN  
City Attorney

  
ANGEL FUENTES  
President, City Council

ATTEST:

  
LUIS PASTORIZA  
Municipal Clerk



**CITY OF CAMDEN**  
**CITY COUNCIL REQUEST FORM**

Council Meeting Date: Next Available

**To: Business Administrator** Timothy J. Cunningham  
**FROM:** Dr. Edward C. Williams, PP, AICP, CSI, and Director  
**Department Making Request: Planning & Development**

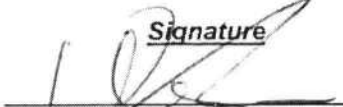
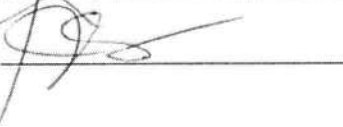

**TITLE OF RESOLUTION / ORDINANCE:** Resolution Authorizing the City of Camden to apply to the State New Jersey Urban Enterprise Zone Assistance Fund for the FY2023 1/1/23 -6/31/23 Administrative Budget for \$176,547.00

**BRIEF DESCRIPTION OF ACTION:** Resolution authorizing an application to the State of New Jersey Enterprise Zone for \$176,157.00 to fund the FY 2023 For the Period January 1 2023 June 31 2023 UEZ Administrative Budget

**BIDDING PROCESS: N / A**  
Procurement Process Bid#, RFP#, State Contract#, Non-Fair & Open, and EUS

APPROPRIATION ACCOUNTS(S);  
AMOUNT;

**Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**  
*For Example: Form ".A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "On" - Contract Request, Form "E" - Creation/Extension of Services, Form "Gn" - Grant Approval Form "Hff" - Bond Ordinance or Contract Request, Form ".I": "Best Price Insurance Contracting" Model Ordinance*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	8/7/22	
Approved by Grants Management:	8/2/22	
Approved by Finance Director	8/3/22	
<input type="checkbox"/> CAF-Certification of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:		
Received by City Attorney:	_____	_____

	(Name) Pease Print	(Extension #)
Prepared by: <u>Joe Thomas</u>		<u>3531</u>
Contact Person: <u>Joe Thomas</u>		<u>3531</u>

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\*\*\*\*



Initial Report  Revised Report  Closing Report

## Bureau of Grants Management Grant Summary Form

Grant Status Code: G

(green - g; yellow - y; red - r)

Department: Planning and Development

Grant Administrator: Joseph Thomas

Grant Administrator #: 968-3531

Grant/Project Name:			Urban Enterprise Zone Authority (UEZA Administration 23)		
Grant #:			UEZA		
City Contract Date:			City Contract #:		
Application Resolution #:			Appropriation Code :		
Funding Source:			Urban Enterprise Zone Authority		
Pass Through:	Y	N	Source:	City	
Amount of Grant:			\$176,157.00		
Local Match:	Y	N	Cash:		In-Kind:
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:		
Term of Grant:		7/1/22 – 6/30/23		Location of Activity:	
Date of Analysis:		5-Apr-22		Reviewed By:	Kelly Mobley

**Summary:**

28-Jan-22: The Division of Housing Services - Camden UEZA Office is requesting council authorization to submit an application for funding in the amount of \$176,547.00 to the NJ Urban Enterprise Zone Authority for administrative cost associated with administering the Camden UEZA Program. The requested budget is as follows:

Personnel:	\$108,719.00
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Materials	\$ 200.00
Operating:	\$ 15,778.00
Professional:	\$ 6,500.00
Equipment:	\$ 5,004.00
Advertising:	\$ 29,353.00

This application must be entered through SAGE and is expected to make the June UEZA Meeting providing this resolution can be read and approved by council at the May Meeting.

**Time Lines:** Quarterly programmatic/financial reports are due for the following periods within 30 days after the quarter. Progress Reports (Attachment I) and Financial Reports (Attachment J). January – March: due April 30<sup>th</sup>; April – June: due July 31<sup>st</sup>; July – September: due October 31<sup>st</sup>; October – December: due January 31<sup>st</sup>

**Problematic Areas/Recommendations:**

NUZA ADM-23-1

Initial Report  Revised Report  Closing Report   
**Bureau of Grants Management Grant Summary Form**  
**Grant Status Code: G**  
(green - g; yellow - y; red - r)

Department: Development and Planning (Housing Services)

Grant Administrator: Joe Thomas

Grant Administrator #: 757-7344

Community De- v. Corp

Grant/Project Name:		Camden Admin Budget January 1 20223 to June 31 2023			
Grant #:		UEZA			
City Contract Date:					
Application Resolution #:			Appropriation Code		
Funding Source:		UEZ			
Pass Through:	Y	N	Source:	City	
Amount of Grant:		176,547.00			
Local Match:	Y	N	Cash:		In-Kind:
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:		
Term of Grant:		TBD		Location of Activity:	
Date of Analysis:		7/29/2022		Reviewed By: Joe Thomas	

**Summary:** The Department of Development and Planning/UEZ is requesting council authorization to submit an application for funding in the amount \$ 176,547.00 from the NJ Urban Enterprise Zone Assistance fund the purpose of developing a Camden Admin Budget for January 1 2023 to June 31 2023



State of New Jersey  
URBAN ENTERPRISE ZONE AUTHORITY  
101 SOUTH BROAD STREET  
PO Box 822  
1ST FLOOR  
TRENTON, NJ 08625-0822

PHILIP D. MURPHY  
*Governor*

LT. GOVERNOR SHEILA Y. OLIVER  
*Commissioner*

**FY 2023**

**Urban Enterprise Zone Assistance Fund Allocation for:  
Camden/Camden County**

---

**\$3,307,421**

**Note:**

*Individual allocations to each UEZ municipality are based on a State Fiscal Year 2023 \$82,500,000 State budget appropriation.*

# **New Jersey Urban Enterprise Zone**

**Administrative Budget**

**Fiscal Year 2023**

**For the Period August 1 2022 December 1 2023**

City of Camden

August 1 2022

## City of Camden

### Proposal for Zone Assistance Funds For the Period January 1 2023 June 31 2023

The Urban Enterprise Zone Assistance Fund assist qualified municipalities in which enterprise zones are designated in undertaking public improvements and in upgrading eligible municipal services and Administrative Budgets in designated enterprise zones.

The governing body of the above-mentioned municipality, a qualified municipality in which an enterprise zone is designated, and the local Zone Boundaries created by the participating municipality for said zone have, by resolution jointly adopted after public hearing, proposed to request the following UEZ Administrative Budget for Fiscal Year 2022. The monies, therefore, are deposited in the Enterprise Zone Assistance Fund. ZAF will credited to the account of the municipality's said account maintained by the State Treasurer for the Enterprise Zone.

The Establishment Clause of the First Amendment of the U.S. Constitution prohibits the government from directly funding religious activity. Zone assistance funds allocated to this project are not used in any manner that would violate the Establishment Clause. Goods and services purchased under this project will be secular and not ideological. If requested by the UEZ Authority, said municipality will promptly deliver to the UEZ Authority a written opinion of said municipality's legal counsel opining that any particular use of zone assistance funds identified by the UEZ Authority does not violate the Establishment Clause. Further, zone assistance funds allocated to this project will not be used to pay any expenditures that are required to be reported pursuant to the N.J. Campaign Contributions and Expenditures Reporting Act.

#### **A. Organizational Background:**

The Camden City Urban Enterprise Zone Program is under the auspices of the City government Department of Development and Planning.

Joe Thomas, the Economic Development Rep., oversees the administration of the Business Growth Development Team in the City of Camden. The Business Growth Development Team is a synergetic team comprised of the Director of Planning for the City of Camden, the Director of the City of Camden Redevelopment Agency, the Urban Enterprise Zone Coordinator, an Administrative Analyst Grant Applications, City Attorney and Code Enforcement Director

The mission of the BGDT is to increase tax retables by attracting new businesses, facilitating the expansion of existing businesses and fostering industry based family sustaining jobs within Camden City. As such, it functions as the single point of contact for all, remediation and marketing with business growth

#### **B. Administrative Budget Description:**

The City of Camden UEZ FY 23 administration budget reflects a 100% increase in funding of zone administrative operations. The proposed budget supports assignment of personnel. ZAF may cover all aspect of the daily operation of the program. a) UEZ reporting mandates including but not limited to second generation, quarterly, financial, and accounts management; b) Re certification and UEZ business retention; c) Project management including active financial assistance program and project close-out functions; d) management of grant applications and grant support supplementing present UEZ projects.

*OBJECTIVE: Improving Business Corridors, which encourage and enhance business attraction and retention within the Camden's Zone boundaries.*

- Goal:**
1. Identify improvements such as roads, entranceways, directional signage and Access ways, which in a distinctive way lend to the physical environment Of the business areas.
  2. Seek professional design concepts
  3. Provide for public bidding process and construction management of such Identified projects.
  4. Funding for the cost of construction of the identified projects.

*OBJECTIVE: Attracting New Businesses: Creating an environment to attract new businesses to our city.*

- Goal:**
1. Support a coordinated Marketing effort that accents the value of Camden culture and the commitment to its business community
  2. Expand opportunities for the UEZ message delivery with staff presence at community, charitable and business-related networking and promotional events

*OBJECTIVE: Supporting and Prioritizing Small Business:*

- Goal:**
1. Offer a verity of financial support that will help businesses grow
  2. Rejuvenate our buy local program and business of the month
  3. Offer a verity of business incentives that will help your business grow

*OBJECTIVE: Growing Job Prospects:*

- Goal:**
1. The City of Camden is committed to working with our partners to refocus our energies and to sustain relationships that build a stronger workforce.

*OBJECTIVE: Continued collaboration of UEZ project administration with all Camden is economic Development activities within the Zone.*

1. During, FY'22 the UEZ administration will collaborate with Camden City nonprofit and for profit, entities to promote on-going directives intended to re-develop and promote Camden's economic development base.
2. Such coordination will be demonstrated in marketing, training, jointly sponsored seminars, and planning efforts including the implementation of the "UEZ Strategic Plan.

**C. Future UEZ Proposals (01/1/2023 to 07/30/223):**

Name of Proposal: 'Camden Strong Revolving Loan Fund' - Capitol Project  
Description of Proposal: Promote business growth /retention with in the zone boundaries  
Estimated Total Cost of Proposal: \$350,000.00  
Estimated UEZ Cost of Proposal: not yet available  
Anticipated # of Jobs Created five  
Anticipated impact on Municipal Tax Base: N/A  
Consistent with zone development plan: Yes  
Are measurable able to be quantified? Yes, thru licensing bureau

Name of Proposal: Camden Strong Capital Improvement loan  
Description of Proposal: Business capital improvement forgivable loans

Estimated Total Cost of Proposal: \$350,000.00  
Estimated UEZ Cost of Proposal: \$unknow  
Anticipated # of Jobs Created six6 Tax Base: 20%  
Consistent with zone development plan: yes  
Are measurable able to be quantified? Yes

Name of Proposal: Camden Strong Marketing and Public Relations  
Description of Proposal: Marketing and Public Relations campaign for the City of Camden  
Estimated Total Cost of Proposal: \$ 100,000.00  
Estimated UEZ Cost of Proposal: \$ 100,000.00  
Anticipated # of Jobs Created Unknown  
Anticipated impact on Municipal Tax Base: None  
Consistent with zone development plan: Yes  
Are measurable able to be quantified? Yes through membership, businesses within UEZ program and the jobs created through those new businesses.

Name of Proposal: Camden Strong Job Retention  
Description of Proposal: Grant of funds to promote employment/job services to Camden residents.  
Estimated Total Cost of Proposal: \$50,000  
Estimated UEZ Cost of Proposal: \$50,000  
Anticipated # of Jobs Created 25  
Consistent with zone development plan: yes

**D. Funded UEZ Personnel Description**

<b>UEZ Director/Coordinator:</b>	<b>Joe Thomas</b>	<b>(Full-Time) .75</b>
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**Date of Hire: February 13, 2003**

- Creates and directs the plan of the Camden's UEZ Program , subject to approval by the Board of Trustees;
- General supervision over the affairs and business of the Camden UEZ, subject to the Board of Trustees. Primarily responsible for all daily operations of the Camden, Urban Enterprise Zone administration and for the communication and execution of all decisions reached by the Board of Trustees;
- With the approval of the Board of Trustees, the Executive Director may select and employ such administrative personnel as needed to carry out the daily operations and activities of UEZ;
- Direction and supervision of the sub-programs associated with the Camden Urban Enterprise Zone
- Preparation and presentation of UEZ Project concept proposals and staff assignment of same;
- Develops prospective clientele for the purpose of the sale and lease of commercial and industrial real estate on behalf of the City of Camden within the Urban Enterprise Zone to foster economic growth and job opportunities for residents;
- Administer and be available as a public information spokesman for the Board of Trustees directing media relations through the approved marketing plan;
- Conduct interviews with prospective UEZ applicants in preparing and finalizing concept and Project Plans.

<b>Clerk</b>	<b>Open</b>	<b>(Full-Time)</b>
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- At the discretion of the Director/Coordinator, assists in the preparation of meeting documents and scheduling, independently compose correspondence as authorized;
- Supervises the maintenance of Camden's Cities databases and reports;

- Supervise and execute projects as directed by the Director/Coordinator; these projects to include direct mailings relating to promotion of the UEZ program and Job Link; composition and development of maps;
- Assists departmental personnel in use of computerized information systems
- Supervises and executes applications by business owner clientele in Financial Assistance Program Joint Participation Loans;
- Liaison to the City of Camden community

<b>Program analyst :</b>	<i>open</i>	<b>(Full-Time)</b>
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- Sample responsibilities for this position include:
- Undertake daily transaction monitoring activity in timely and accurate manner
- Understanding potential money laundering trends and red flags that would determine further investigations
- Liaise with business units, support departments and/or sub-branches as required in respect to the transaction monitoring activity they have undertaken
- Undertake sanction checking activity in timely and accurate manner, deciding whether payments should be accepted or rejected
- Escalate specific cases and direct matches as required by policies and procedures
- Build an awareness of sanction-related matters to enable responses to be made to business queries and concerns
- Monitor investment guidelines
- Review client participation in equity IPOs and similar new issues
- Monitor activities of the various trading desks and serve as a regulatory consultant to the the firm's trading personnel
- Review client contracts and update the account requirements
- Enterprise Zone Re-certification documentation received from the UEZA for forwarding to all UEZ businesses;
- Independently maintains the Camden's "Business" database with current employee and UEZ data;
- Routinely maintains available real-estate databases associated with the City of Camden mission to foster industrial and economic growth;
- Maintains maps of properties available for development;
- Screens and directs requests for information to appropriate parties;
- Maintains inventory of available Camden UEZ promotional items for distribution;
- Assists project staff with the retrieval and processing of documentation of draw-down submissions;
- Processes and distributes departmental mail;
- Assists in preparation of direct mail programs, on behalf of the Camden City ;
- Maintains Job Link Program database;
- Executes all other tasks, project details as assigned

#### E. Future UEZ Proposal

- Training Development to provide a better workforce environment
- Strategic Marketing that targets our business population
- Job Placement for our unemployed generation

#### F. Business Recruitment

- Marketing Advertising build boards , commercials videos
- Direct Mail out Every Door Direct

#### G Budget increase

- NA

#### H Future Funding

- Street projects Banners , Flags



DB:dh  
04-11-23

R-29

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT PURSUANT  
TO N.J.S.A. 40A:4-87 IN THE AMOUNT OF \$154,500 FROM THE  
NEW JERSEY BOARD OF PUBLIC UTILITIES FOR A GRANT  
ENTITLED "CLEAN ELECTRIC VEHICLES INCENTIVE"**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services (Director) may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by any public or private funding source and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount to any such special item of revenue making same available for expenditure; and

WHEREAS, the grant award from State of NJ Board of Public Utilities was not determined prior to the adoption of the City's 2023 budget; now, therefore

BE IT RESOLVED, that the City Council of the City of Camden in the County of Camden, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$154,500.00, which is now available from the State of NJ Board of Public Utilities.

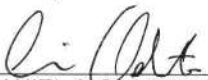
BE IT FURTHER RESOLVED, that the like sum of \$154,500.00 is hereby appropriated under the caption "Clean Fleet Electric Vehicle Incentive Grant".

BE IT FURTHER RESOLVED that the above is the result of funds from the State of NJ Board of Public Utilities in the amount of \$154,500.00.

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 04/11/2023

TO: City Council  
FROM:

**TITLE OF ORDINANCE/RESOLUTION:** RESOLUTION REQUESTING THE INSERTION OF SPECIAL ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO NJSA 40A:4-87 FOR \$154,500.00 THE STATE OF NEW JERSEY BOARD OF PUBLIC UTILITIES CLEAN FLEET ELECTRIC VEHICLE INCENTIVE

Point of Contact: Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us
Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management	Y	[Signature]	3/22/23	Reports are overdue
Qualified Purchasing Agent	Y	[Signature]	3/16/23	
Director of Finance		[Signature]	3/22/23	

Approved by: [Signature] Business Administrator Date: 3/28

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

***"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by: \_\_\_\_\_  
City Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup> For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** RESOLUTION REQUESTING THE INSERTION OF SPECIAL ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO NJSA 40A:4-87 FOR \$154,500.00 THE STATE OF NEW JERSEY BOARD OF PUBLIC UTILITIES CLEAN FLEET ELECTRIC VEHICLE INCENTIVE

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- PURCHASE OF SEVEN (7) ELECTRIC VEHICLES SLATED FOR CODE ENFORCEMENT DEPARTMENT
- PURCHASE OF ONE DCFS FAST CHARGER

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** N/A  
**APPROPRIATION NUMBER:** N/A

**IMPACT STATEMENT:**

- NJ'S CLEAN FLEET ELECTRIC VEHICLE INITIATIVE WILL ALLOW THE CITY TO PROVIDE AN ECONOMIC ALTERNATIVE TO GAS POWERED VEHICLES
- CITY OF CAMDEN WILL CONTRIBUTE TO THE NATION'S CLIMATE CONTROL PLAN

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

Prepared by: LATEEAH CHANDLER

856-757-7159

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Name

Phone/Email


**Bureau of Grants Management Grant Summary Form****Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: Administration - Purchasing Department

Grant Analyst: Lateefah Chandler

Contact #: 757-7475

Grant/Project Name:		NJ Board of Public Utilities Clean Fleet electric Vehicle Incentive Clean Fleet Electric Incentive – \$154,500.00 (Insert)			
Grant #:					
City Contract Date:		City Contract #:			
Application Resolution #:		Appropriation Code:			
Funding Source:					
Pass Through:	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Source:			
Amount of Grant:		\$154,500.00			
Local Match:	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:	Camden City		
Date of Analysis:	03-21-2023	Reviewed By:	Barbara Johnson 		

**Summary:** The Department of Administration- Division of Purchasing is requesting to insert the NJ Board of Public Utilities Clean Fleet Electric Vehicles Incentive grant in the amount of \$154,500.

The State of New Jersey Grant agreement between The Board of Public of Utilities and Camden City with grant number 22CLFF014 in the amount of \$154,500.00. In the agreement there are expenditure reporting due dates along with programmatic reporting due dates, which some of them are already expired. **The first three quarters of the grant has expired already.** The Program Specifications of this grant are: **Provide Incentives for level-2 charging stations of any brand selected by the City**, provided the equipment chosen is a dual-port charger and has the capacity to capture date, referred to as a networked charger. In addition, the City should be required to share charging data with the Board Periodically. It also states the eligible vehicles that can be purchased. **The City is applying for 7 vehicles.**

Initial Report  Revised Report  Closing Report

## Bureau of Grants Management Grant Summary Form

Grant Status Code: G

(green - g; yellow - y; red - r)

**Time Lines:** *Expenditure and Programmatic final report is July 31, 2023!*

**Problematic Areas/Recommendations**

**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	CITY OF CAMDEN
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Professional Service or EUS Type	N/A
Name of Vendor	N/A
Purpose or Need for service:	RESOLUTION REQUESTING THE INSERTION OF SPECIAL ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO NJSA 40A:4-87 FOR \$154,500.00 THE STATE OF NEW JERSEY BOARD OF PUBLIC UTILITIES CLEAN FLEET ELECTRIC VEHICLE INCENTIVE
Contract Award Amount	N/A
Term of Contract	N/A
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N/A
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.

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\_\_\_\_\_  
Mayor's Signature\* Date \_\_\_\_\_

\_\_\_\_\_  
Business Administrator/Manager Signature Date \_\_\_\_\_

\_\_\_\_\_  
\*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 Financial Officer affirms that there is adequate funding available for this action.

\_\_\_\_\_  
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 \_\_\_\_\_

**STATE OF NEW JERSEY GRANT AGREEMENT BETWEEN**

**THE BOARD OF PUBLIC UTILITIES**

**AND** CAMDEN CITY **(GRANTEE)**

**GRANT NUMBER** 22CLF014

**GENERAL**

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

**PRE-AWARD REQUIREMENTS**

- VII. Special Grant Conditions for "High Risk" Grantees

**POST-AWARD REQUIREMENTS**

- VIII. Financial Management System
- IX. Method of Payment
- X. Allowable Costs
- XI. Period of Availability of Funds
- XII. Matching and Cost Sharing
- XIII. Program Income
- XIV. Audit Requirements
- XV. Budget Revision and Modification
- XVI. Property Management Standards
- XVII. Procurement Standards
- XVIII. Monitoring of Program Performance
- XIX. Financial and Performance Reporting
- XX. Access to Records
- XXI. Record Retention
- XXII. Enforcement
- XXIII. Termination and Suspension

**AFTER-THE-GRANT REQUIREMENTS**

- XXIV. Grant Closeout Procedures

**ATTACHMENTS**

- A. Additional Grant Provisions
- B. Approved Budget
- C. Comparison of Actual to Budget Expenditures
- D. Program Specifications



**I. Grant Agreement Data**

STATE OF NEW JERSEY BOARD OF

PUBLIC UTILITIES

GRANT AGREEMENT

1. Date Issued 8/15/22
2. Supersedes Award Notice Dated

3a. Grant Award No. 22CLF014
3b. DUNS No.

4. Title of Grant Award **Clean Fleet Electric Vehicle Incentive**

5a. Department, Division Name/Address: Finance – 520 Market Street, 2<sup>nd</sup> Floor, Camden NJ 08101-5120

5b. Grantee Financial Officer Name and Title: Gerald C. Seneski, Director of Finance

5c. Grantee CFO Phone No.

6. Grant Period (Mo./Day/Yr.)  
From 6/1/2022 Through 5/31/2023

5d. Grantee

Name CAMDEN CITY  
Street: 520 Market Street  
State NJ  
Zip Code 08101-5120

7. Vendor I.D. No.

216000418

8. Source of Funds

FISCAL YEAR	ACCOUNT NUMBER	CFDA #	AMOUNT
22	2022-100-082-2008-009-6140		\$ 154,500

9. Award Computation for Grant

a. Amount of Financial Assistance	\$ 154,500
b. Less Unobligated Balance from Prior Budget Periods	
c. Less Cumulative Prior Award(s) this Budget Period	
d. AMOUNT of this ACTION	\$ 154,500.00

10a. Nature or purpose of program to be funded. **Clean Fleet Electric Vehicle Incentive**

10b. This Grant is subject to the terms and conditions incorporated either directly or by reference in the following:

- Attachment A - Additional Grant Provisions
- Attachment B - Approved Budget
- Attachment C - Comparison of Actual to Budget Expenditures
- Attachment D - Program Specifications

The Grantee's Terms and Conditions for Administration of Grants is referenced in this grant.

Acceptance of the grant terms and conditions is acknowledged by the grantee by:

- (1) Returning a copy of this Grant Agreement with Section I(12) properly completed; or
- (2) Accepting funds from the State Grant or Agency. This method of acceptance is valid if a grant application signed by an officer of the Grantee is on file at the State Grantor Agency.

11. Remarks (Other Terms & Conditions attached) Yes  No

12. Department and Grantee Agreement Signatures

If this grant, including all attachments annexed hereto, correctly sets forth your understanding of the terms of the agreement, please indicate your organization's concurrence with such terms by having the enclosed copy of this grant signed by an appropriate officer of your organization and returned to the Department.

ACCEPTED AND AGREE:

CAMDEN CITY Mayor Victor Carstarphen  
(Grantee/Organization)

By: Mayor Victor Carstarphen  
Title: Mayor of the City of Camden

I attest that sufficient funds have been appropriated by State Legislature to cover the current state fiscal portion of the grant.

**John Stradford, Grant Manager**

DEPARTMENT GRANT APPROVAL OFFICER

COUNTERSIGNED:

BPU, Clean Energy Kelly Mooij  
(Department, Division)

By Kelly Mooij  
Title Director

APPROVED FOR FORM

Joseph Fiordaliso  
BPU President, Joseph Fiordaliso or Authorized Delegate

**I. Grant Agreement Data (See Attached)****II. Compliance with Existing Laws**

- A. The Grantee, in order to permit the board to award this grant, agrees to comply with all Federal, State and municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of this grant.
- B. These laws and regulations include, but are not limited to the following:
1. **Federal Office of Management and Budget (OMB)** documents:  
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular)
  2. **New Jersey Department of the Treasury, Office of Management and Budget** documents:
    - a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid:  
[https://www.nj.gov/infobank/circular/cir1508\\_omb.pdf](https://www.nj.gov/infobank/circular/cir1508_omb.pdf)
    - b) State Grant Compliance Supplement:  
<https://www.state.nj.us/treasury/omb/stategrant.shtml>
  3. **State Affirmative Action Legal Citations:**  
The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et. al., and P.L. 1975, c.127 and all implementing regulations.

Failure to comply with the laws, rules and regulations shall be grounds for termination of this grant.

**III. Bonding and Insurance**

Bonding and insurance of the type described in Attachment A, Part VII, shall be provided by the Grantee and proof of bonding and insurance must be retained on file by the Grantee.

**IV. Indemnification**

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

**V. Assignability**

The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Board.

**VI. Availability of Funds**

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

**VII. Special Grant Conditions For "High Risk" Grantees**

- A. A Grantee may be considered "high risk" if the Board determines that a Grantee:
1. Has a history of unsatisfactory performance.
  2. Is not financially stable.
  3. Has a financial management system which does not meet the standards set forth in Section VIII.
  4. Has not conformed to terms and conditions of previous awards.
  5. Is otherwise not responsible; and the Board determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- B. Special conditions or restrictions may include:
1. Payment on a reimbursement basis.
  2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
  3. Requiring additional, more detailed financial reports.
  4. Additional project monitoring.
  5. Requiring the Grantee to obtain technical or management assistance.
  6. Establishing additional prior approvals.

- C. If a Board decides to impose such conditions, the Board official will notify the Grantee as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions.
  2. The reason(s) for imposing the special conditions.
  3. The corrective actions that must be taken before the special conditions will be removed by the Board and the time allowed for completing the corrective actions.
  4. The method of requesting reconsideration of the conditions/restrictions imposed.

#### **VIII. Financial Management System**

- A. The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Board when the Grantee cannot comply with the requirements established in this Section of the grant.
- B. The Grantee's financial management system shall provide for:
1. Financial Reporting:  
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
  2. Accounting Records:  
Records that adequately identify the source and application of funds for Board supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
  3. Internal Control:  
Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
  4. Budget Control:  
Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the Board.
  5. Allowable Cost:  
Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.
  6. Source Documentation:  
Accounting records that are supported by source documentation.

## 7. Cash Management:

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

- C. The Board may require the submission of a "Statement of Adequacy of the Accounting System," as provided in Attachment A, Section II of this grant agreement.
- D. Board may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Board determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Board upon written notice to the Grantee, until such time as the system meets with Board approval.

## IX. Method of Payment

A payment will be made to the Grantee in a manner determined by the Board (see Attachment A, Section V), upon receipt by the Board of a properly executed copy of this grant.

## X. Allowable Costs

### A. Limitation on Use of Funds

Grant funds must be used only for allowable costs.

### B. Applicable Cost Principles

For each type of organization, there is a set of Federal principals for determining allowable costs. Allowable costs will be determined in accordance with applicable Federal cost principles specific to the organization incurring the costs (e.g. Federal Uniform Guidance-2 CFR Part 200, Subpart E) and State requirements.

## XI. Period of Availability of Funds

Grantees may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

## XII. Matching and Cost Sharing

The Grantee shall be required to account to the satisfaction of the Board for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

## XIII. Program Income

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

- A. If a Grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Attachment A, Section VIII (B).
- B. Unless the grant provides otherwise, the Grantee shall have no obligation to the Board with respect to royalties received as a result of copyrights or patents produced under the grant.

- C. All other program income earned during the grant period shall be retained by the Grantee and used in accordance with Attachment A, Section IV of this grant.

#### **XIV. Audit Requirements**

This grant is covered by the audit requirements of the Board of the Treasury Circular Letter 15-8-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

#### **XV. Budget Revision and Modification**

- A. This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification. Revisions and modifications to this grant must be requested by the Grantee and approved by the Board in writing.
- B. Grantee shall request approval in writing, from the Board Grant Approval Officer designated in Attachment A, Section III when there is reason to believe a revision or modification will be necessary for the following reasons:
  1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.
  2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
  3. The need for additional funding or to extend the period of availability of funds.
  4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
  5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.  
 For the purpose of this grant, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved. Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.
- C. The Board may also, at its option, establish policy to restrict transfers of funds among direct cost categories and must require Grantees to comply with applicable Federal and State requirements concerning prior approval for certain budget changes.
- D. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories and may use the budget form provided in Attachment B of this grant.
- E. The Board may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between the Board and the Grantee must be incorporated in written amendments to this grant.

- F. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of the Board, will result in substantial failure to expend the grant amount or provide grant services, the Board may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of the Board a plan to rectify its low level of program expenditures or grant services, the Board may upon thirty (30) days notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Board subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to the Board.
- G. If the revision requested will result in a change to the Grantee's approved project which requires Federal prior approval, the Board will obtain the Federal agency's approval before approving the Grantee's request.

#### **XVI. Property Management Standards**

Property furnished by the Board or acquired in whole or in part with Federal or Board funds or whose cost was charged to a project supported by Federal or Board funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

#### **XVII. Procurement Standards**

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

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

#### **XVIII. Monitoring of Program Performance**

- A. The Grantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
- B. The Grantee shall inform the Board of the following types of conditions which affect program objectives and performance as soon as they become known:
  1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Board assistance required to resolve the situation.
  2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.

- C. The Board may, at its discretion, make site visits to:
  - 1. Review program accomplishments and management control systems.
  - 2. Provide such technical assistance as may be required.
  - 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

#### **XIX. Financial and Performance Reporting**

- A. The grant budget as used in this Section means the approved financial plan to carry out the purpose of the grant. This plan is the financial representation of the project or program as approved during the grant application and award process. The Approved Budget is contained in Attachment B.
- B. The Grantee is required to submit a final report at the conclusion of the grant.
- C. The Grantee shall submit interim expenditure reports comparing actual expenditures with the approved budget (See attached Attachment A - Reporting Schedule).
- D. The Grantee shall submit interim performance reports as prescribed by the Board; however, reports shall not be required more frequently than quarterly or less frequently than annually (See Attachment A - Reporting Schedule).
- E. The Grantee shall submit annual reports.
- F. Extensions to reporting due dates may be granted upon written request to the Board.
- G. If reports are not submitted as required, the Board may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

#### **XX. Access to Records**

- A. The Grantee in accepting this grant agrees to make available to the Board, any Federal agency whose funds are expended in the course of this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.
- B. All visitations, inspections and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, the Board retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Board reserves the right to have access to records of any Subgrantees and requires the Grantee to provide for Board access to such records in any grant with the Subgrantee.
- D. The Board reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.



## XXI. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven years, unless Federal or State funding Board statutes require longer periods or unless directed to extend the retention by the Board.
  - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by the Board.
  - 2. Records for nonexpendable property acquired with Board funds shall be retained for seven years after its final disposition, unless otherwise provided or directed by the Board.
- B. For Federal and State purposes (unless otherwise provided):
  - 1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
  - 2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the awarding Board.
- C. The Board may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

## XXII. Enforcement

- A. Remedies for Noncompliance

If a Grantee materially fails to comply with the term of an award, whether stated in a State or Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Board may take one or more of the following actions, as appropriate in the circumstances:

  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
  - 2. Disallow all or part of the cost of the activity or action not in compliance.
  - 3. Wholly or partly suspend or terminate the current award for the Grantee's program.
  - 4. Withhold further awards for the program,
  - 5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
  - 6. Take other remedies that may be legally available.

**B. Hearings, Appeals**

In taking an enforcement action, the Board may provide the Grantee an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

**C. Effects of Suspension and Termination**

Costs incurred by the Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Board expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and are noncancellable.

**D. Relationship to Debarment and Suspension**

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and Federal debarment and suspension procedures.

**XXIII. Termination and Suspension****A. The following definitions shall apply for the purposes of this Section:****1. Termination**

The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.

**2. Suspension**

The suspension of a grant is an action by the Department which temporarily suspends assistance under the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Board.

**3. Disallowed Costs**

Disallowed costs are those charges to the grant which the Board or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive, or otherwise unallowable.

**B. When the Grantee has failed to comply with grant award stipulations, standards, or conditions, the Board may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Board shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet Federal and State requirements.****C. The Board may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The Board shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with**

the effective date. Payments made to the Grantee or recoveries by the Board under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

- D. The Board and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- E. The Grant Closeout procedures in Section XXIV of the grant shall apply in all cases of termination of the grant.

#### **XXIV. Grant Closeout Procedures**

A. The following definitions shall apply for the purpose of this Section:

1. Grant Closeout

The closeout of a grant is the process by which the Board determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion

The date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.

B. The Grantee shall submit final expenditure and performance reports as prescribed by the Board and in the timeframes set forth in Attachment A, Part VI upon completion of the grant period or termination of the grant.

The Board may permit extensions when requested in writing by the Grantee.

C. The Grantee will, together with the submission of the final report, refund to the Board any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Board to be retained.

D. In the event a final audit has not been performed prior to the closeout of the grant, the Board retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

#### Attachments:

- A. Additional Grant Provisions
- B. Approved Budget (N/A)
- C. Comparison of Actual to Budget Expenditures
- D. Program Specifications

A GRANT BETWEEN STATE

OF NEW JERSEY

BOARD of PUBLIC UTILITIES

AND

CAMDEN CITY

\_\_\_\_\_  
(GRANTEE)

GRANT NUMBER \_\_\_\_\_ 22CLF014 \_\_\_\_\_

ADDITIONAL GRANT PROVISIONS

Attachment A is hereby annexed to and provides for additional grant provisions and conditions between the State of New Jersey, Board of Public Utilities and  
\_\_\_\_\_ CAMDEN CITY \_\_\_\_\_ as detailed below.

(Grantee/Organization)

I. Audit Requirements

1. Any audit required under Section XIV of this grant will be conducted on an organization-wide basis and on the Grantee's fiscal year. It is the Board's understanding that the Grantee's fiscal year ends on \_\_\_\_\_.  
(Date)
2. Any changes in the fiscal year must be reported immediately to the Board.
3. Copies of audit reports must be submitted to each State funding Board.
4. Grantees must assure the Board that auditors satisfactorily comply with the General Accounting Office's Government Auditing Standards (Yellow Book) for internal and external quality control review program requirements.
5. All grants must include the audit requirements as delineated in the Department of the Treasury Circular Letter 98-07, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments.

6. The following method has been designated in performing audits.

- State auditors
- Departmental internal auditors
- CPA firm appointed by the Board
- CPA firm appointed by the Grantee
- Other \_\_\_\_\_

7. Grants which are basically procurement in nature and less than \$ 100,000.00 shall not be subject to the audit requirements contained in Section XIV of this grant.

II. Certification to Adequacy of Accounting System

A statement attesting to the adequacy of the Grantee's accounting system in accordance with the standards set forth in the Section VIII, Financial Management System of this grant.

- Must be completed by the Chief Financial Officer
- Is not required

III. Budget Revision and Modification

All budget revisions and modifications must be approved in writing by  
John Stradford, Grant Manager, hereby

(Name) (Title)

designated by the Board as Grant Management Officer.

The following procedures will be required for budget revisions and modification:

1. For all grants refer to Section XV.
2. The budget variance request must be submitted in writing by the Grantee and must include an explanation of the reasons for the variance request.

Since the Grantee is not to incur expenditures over and above the limits set for budget variances, it is incumbent on the Grantee to request budget variance approval whenever it is anticipated that spending will exceed the limits.

IV. Program Income

Other program income, if any as defined in Section XIII, shall be treated by the Grantee in the following manner:

- Added to funds committed to the project by the Board and be used to further eligible program objectives; or
- Deducted from the total project costs for the purpose of determining the net costs on which the Board grant payments shall be based.
- Cost sharing or matching method (Using program income to meet cost-sharing or matching requirements)
- Not applicable.

V. Method of Payment

1.  Advanced Payment  
Where deemed applicable, the Board may authorize advance payments to be made to the Grantee. These payments are not to exceed \$ 154,500 dollars or 75 percent of the grant amount.
2.  Quarterly Payment  
Progress payments shall be made by the Board on a quarterly basis.

VI. Financial and Performance Reporting (See Section XIX of this grant)

1. Interim expenditure reports shall be submitted on a quarterly basis. These reports, certified by the Chief Financial Officer, shall be submitted no later than 30 days immediately following the end of the quarter (See Reporting Schedule - Page 6)
2. Performance reports shall be submitted on a quarterly basis. These reports should be submitted no later than 30 days after the end of each reporting period.
3. Final reports should be submitted by the Grantee no later than 60 days after completion of the grant period or termination of the grant.
4. The Grantee's financial reports shall be prepared in a manner consistent with the Grantee's normal accounting records, which is:

- Cash Basis     Accrual Basis     Other (specify)

VII. Bonding and Insurance - Type of Insurance Required:

Fidelity Bonding:

(X) Fidelity Bonding with the limit of liability of as least \$500,000 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.

( ) No Fidelity Bonding shall be required

Insurance(s):

The Board must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after 30 days written notice to The New Jersey Board of Public Utilities.

(X) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed in any endorsements limiting the breadth of coverage. The policy shall not include endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured.

Limits of liability shall not be less than \$1 million per occurrence for bodily injury liability and property damage liability.

(X) Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1 million per occurrence for bodily injury liability and property damage liability.

(X) Worker's Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than \$100,000.

( ) Additional Insurance Coverage(s) required:

(X) No Additional Insurance shall be required:

VIII. Interest

A. Charges for Unresolved Audit Findings

An interest charge on unallowable costs that are not repaid by the Grantee shall begin to accrue 30 days from the date the Grantee is notified of the debt. The interest shall continue to accrue while any appeal of the audit findings is underway. In the event the Grantee is successful in its appeal, the accrued interest will be eliminated.

B. Interest Earned on Advanced Payments

The Proposed Revisions of OMB Circular A-102, and A-110, Grants and Cooperative Agreements and Notice of Proposed Rulemaking has revised the current A-110 rule requiring Grantees or Subgrantee to place advances of Federal grant funds in interest-bearing accounts to waive this requirement when Grantee or Subgrantee receives Federal advances of less than \$120,000 or when the interest to be earned would not be sufficient to justify the expenses entailed by the requirement. The Proposed Rule raised from \$100 to \$250, the amount Grantee and Subgrantee may retain for expenses.

In addition, Grantees must deposit advances of State grants and State Aid payments in interest bearing accounts. However, each Department shall determine if interest on advanced State payments exceeding \$250 shall be remitted to the Department/Board or applied to the grant.

In accordance with the Terms and Conditions of the award, interest earned on advanced payments shall be reported.

IX. Other Grant Provisions

A. It is the Boards's understanding that the Grantee's fiscal year ends on \_\_\_\_\_  
(Date)

Any changes in the fiscal year must be reported immediately to the  
Department.

B. Other:



## Grant Reporting Dates

### Expenditure Reporting Due Dates:

Q1	8/31/2022
Q2	11/30/2022
Q3	2/28/2023
Q4	5/31/2023
Final	7/31/2023

### Programmatic Reporting Due Dates:

Q1	8/31/2022
Q2	11/30/2022
Q3	2/28/2023
Q4	5/31/2023
Final	7/31/2023

A GRANT BETWEEN  
STATE OF NEW JERSEY  
BOARD OF PUBLIC UTILITIES  
AND  
CAMDEN CITY

\_\_\_\_\_  
(GRANTEE)

GRANT NUMBER \_\_\_\_\_ 22CLF014 \_\_\_\_\_

Program Specifications

Eligible Electric Vehicle Charging Stations:

Provide incentives for Level-Two charging stations of any brand selected by the applicant, provided the equipment chosen is a dual-port charger and has the capacity to capture data, referred to as a "networked charger." In addition, applicants should be required to share charging data with the Board periodically.

Eligible Vehicles:

Provide incentives for all BEVs, whether new or used, and to include vehicles up to Class 2B in order to fulfill the FY22 Program goal of beginning the transformation of government fleets from gas-powered ones to ones consisting of fully electric vehicles.

Purchases to be made through T0099, which allows government entities to purchase vehicles such as a Nissan Leaf or Chevrolet Bolt without a separate procurement process. In addition, the FY22 Program should continue the requirement, as needed, that applicants submit specification sheets with their application to show that the vehicle in question was in fact a fully electric vehicle and eligible under the program guidelines.

Please answer the following:

1. How many vehicles are you applying for? 7  
 a. Please list the year, make, and model of the vehicle(s):

Year	Make	Model
2022	Chevrolet	Bolt
2022	Chevrolet	Bolt
2022	Chevrolet	Bolt
2022	Chevrolet	Bolt
2022	Chevrolet	Bolt
2022	Chevrolet	Bolt
2022	Chevrolet	Bolt

2. Are you applying for a Level-Two EV charging station?  Yes  No  
 a. If so, is the charging station you intend to purchase a "networked" charger capable of collecting data?  Yes  No  
 b. Will the EV charging station be a dual-port unit?  Yes  No
3. When not in use by your electric fleet vehicle, will the EV charging station be available for public use? Please indicate how many (if any) will be available for public use and how many (if any) will be used for fleets only.

  x   # of public chargers   x   # of fleet chargers

4. What is the anticipated cost of Make-Ready for each Level-Two EV charging station?

\$   n/a  

5. Are you applying for a DCFC charging station?  Yes  No How many?   1    
 a. If so, is the charging station you intend to purchase a "networked" charger capable of collecting data?  Yes  No  
 b. Will the EV charging station be a dual-port unit?  Yes  No
6. When not in use by your electric fleet vehicle, will the EV DCFC be available for public use. Please indicate how many (if any) will be available for public use.

  1   # of public chargers   1   # of fleet chargers

7. What is the anticipated combined cost (charger and Make-Ready) for each DCFC charging station?

\$160,000

8. Where is the intended site location of each charging station? Please describe and provide address(es) for each.

ES Newton-Chestnut-Sycamore. Block 326 Lot 18, Camden, NJ

For each charging station listed above, please provide the following information:

- a. Location: ES Newton-Chesnut-Sycamore, block 326, Lot 18, Camden, NJ
- b. Where will the signage for the charging station be located? Front of block 326; lot 18
- c. Will this charging station be listed online and, if so, where? (Ex: U.S. DOE Alternative Fuels Data Center Station Locator, Plug Share, etc.):

Yes    Where Listed: Plug Share

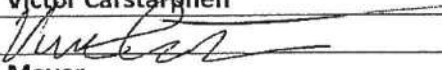
No

9. Is your location or community included on the list of NJBPU's Overburdened Municipalities?

Yes

No

**FY22 Clean Fleet Electric Vehicle Incentive Program Application**

<b>APPLICANT INFORMATION</b>		
Please identify the type of entity applying for the FY22 Program in the space below. Eligible entities are local schools, municipalities, municipal commissions, State agencies or boards, State commissions, State universities, community colleges, and county authorities.		Application Date: 05/12/2022
Type of Entity: Local Municipal Government		
Full Name of Entity: City of Camden		
Mailing Address: PO Box 95120 Camden, NJ 08101		
Application and Reporting Contact Person: Timothy J. Cunningham	Phone: 8567577150	Email: TiCunnin@ci.camden.nj.us
Secondary Contact for Entity: Lateefah Chandler	Phone: 8567577475	Email: LaChandl@ci.camden.nj.us
Financial Officer's Name: Johanna Conyer	Phone: 8567577582	Email: JoConyer@ci.camden.nj.us
Grant Executor's Name (Person authorized to sign the Grant Agreement or MOU on behalf of the applicant): Victor Carstarphen		Title: Mayor
As the Grant Executor, I hereby certify that I am authorized by <u>Camden City Council</u> to submit and sign this application on behalf of <u>City of Camden</u> in order to apply for funding from the Clean Fleet Electric Vehicle Incentive Program.		
Print Name	Victor Carstarphen	
Sign Name		
Title	Mayor	
Date	05/12/2022	

R-30

DB:dh  
04-11-23

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT PURSUANT TO  
N.J.S.A. 40A:4-87 IN THE AMOUNT OF \$125,000 FROM THE  
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR A GRANT  
ENTITLED "NEIGHBORHOOD PRESERVATION PROGRAM"**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services (Director) may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by any public or private funding source and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount to any such special item of revenue making same available for expenditure; and

WHEREAS, on February 28, 2023, the New Jersey Department of Community Affairs (NJCA) increased the City's Neighborhood Preservation Program (NPP) Grant award in the amount of \$125,000.00 for Year 2 of the Parkside Haddon Avenue Business Corridor Revitalization program; and

WHEREAS, the NPP grant award increase from NJCA was not determined prior to the adoption of the City's 2023 budget; and

WHEREAS, pursuant to N.J.S.A. 40A:4-87 the Director may approve the insertion of the NPP grant award increase as a special item of revenue in the 2023 budget; now, therefore

BE IT RESOLVED, that the City Council of the City of Camden in the County of Camden, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$125,000.00, which is now available from the NJCA, Neighborhood Preservation Program.

BE IT FURTHER RESOLVED, that the like sum of \$125,000.00 is hereby appropriated under the caption "2022 NPP-Grant-Parkside Haddon Avenue Business Corridor Revitalization-Year 2".

BE IT FURTHER RESOLVED that the above is the result of funds from the NJ Department of Community Affairs in the amount of \$125,000.00.

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council  
FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO INSERT A GRANT FROM THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR THE NEIGHBORHOOD PRESERVATION PROGRAM IN THE AMOUNT OF \$125,000 FOR YEAR 2**

Point of Contact:	Candice Walker	Planning & Development	X23542	Cajeffe@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

CITY OF CAMDEN  
GRANTS MANAGEMENT  
3/21/23 PM 12:20

Responsible Department Director

Supporting Department Director (if necessary)

Director of Grants Management

Qualified Purchasing Agent

Director of Finance

Recommend Approval (Y/N)	Signature	Date	Comments
YE		3/18/23	
yes		3/21/23	
		3/22/23	
Approved by: Business Administrator			3/28
	Signature	Date	

- Attachments (list and attach all available):
1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
  2. Certification of Funds<sup>2</sup>
  3. Addition supporting documents.

**“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.**

Received by: \_\_\_\_\_

<sup>1</sup> For Example: Form “A” - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form “D” - Contract Request, Form “E” - Creation/Extension of Services, Form “G” - Grant Approval, Form “H” - Bond Ordinance or Contract Request, Form “I”, “Best Price Insurance Contracting” Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

**City Attorney**

**Signature**

**Date**

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## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO INSERT A GRANT FROM THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR THE NEIGHBORHOOD PRESERVATION PROGRAM IN THE AMOUNT OF \$125,000 FOR YEAR 2**

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- Relevant facts/history. 5Ws. Include geography if applicable.
  - City of Camden in partnership with PBCIP was awarded a 5 year NPP grant for the Parkside Commercial Corridor
- Time constraints, if any. (Why does the Council need to act now?)
  - Acceptance of grant is critical to the continuation of the program
- How was the value of the transaction obtained (if applicable?)

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$125,000 per year

**IMPACT STATEMENT:**

- What will happen if the City Council approves this legislation? or,
  - Will allow the City and PBCIP to continue the progress of revitalizing the Haddon Avenue Corridor
- What changes and by how much if the City Council approves this proposal?
  - N/A
- Why Should the City Council approve this legislation?
  - Council has approved the Year 2 budget for the grant in January 2023
- What will happen if the City Council does not approve this legislation?
  - Grant will be returned to funder

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Name, Organization 1.
  - Attendance: (Y/N/Tentative). Confirmed?
- Name, Organization 2.
  - Attendance: (Y/N/Tentative). Confirmed?
- Additional as required...

**COORDINATION:**

- Who is impacted/has action if the legislation is passed? Include Government and Non-Government entities
  - City of Camden, residents of Parkside Neighborhood, Businesses on Haddon Avenue

**Prepared by:**

Name: Candice Walker

Phone/Email: x3542/ CaJeffer@ci.camden.nj.us

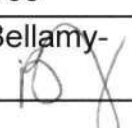
## Bureau of Grants Management Grant Summary Form

Grant Status Code: G

(green - g; yellow - y; red - r)

Department: Department of Planning – Housing Services

Grant Analyst: Candice Jefferson Contact #: 856-757-7344

Grant/Project Name:		2022 NPP Grant – Parkside Haddon Avenue Business Corridor Revitalization – Year 2 Implementation Plan Insert					
Grant #:							
City Contract Date:				City Contract #:			
Application Resolution #:		MC-21:8113		Appropriation Code:		G-02-41-664-022	
Funding Source:		NJDCA - NPP					
Pass Through:				Source:			
Amount of Grant:		\$ 125,000.00					
Local Match:		Y	N	Cash:	Leveraging Projects	In-Kind:	\$25,000.00
Budget Insertion Resolution # & Date:				Accepting Grant Resolution # MC:			
Term of Grant:		1-1-2023/12-31-2023		Location of Activity:		Camden City Census 6103	
Date of Analysis:		03/21/2023		Reviewed By:		Barbara Bellamy-Johnson 	

**Summary:** The Department of Planning and Development/Housing Services is requesting a resolution for the City of Camden and Parkside Business & Community in Partnership (PBICP) *to insert* the NPP Year 2 Implementation Plan and budget for the NJ Neighborhood Preservation Program Grant. The total amount of the budget is \$125,000.00.

The Department of Planning and Development/Housing Services is requesting a resolution for the City of Camden and Parkside Business & Community in Partnership (PBICP) to submit the NPP Year 2 Implementation Plan and budget for the NJ Neighborhood Preservation Program Grant. The total amount of the budget is \$125,000.00.

The Purpose of the grant: Neighborhood Preservation Program (NPP) Grant was awarded to the City of Camden in partnership with PBCIP for the revitalization of Haddon Avenue Commercial Corridor in the Parkside Neighborhood in the amount of \$125,000 for Year 2 of the grant. The award of this grant is paramount to the continued revitalization of the Parkside neighborhood. This collaboration is focused on elevation Parkside thru cooperative partnership, equitable community development practices and implementing

## Bureau of Grants Management Grant Summary Form

Grant Status Code: G

(green - g; yellow - y; red - r)

transparent community engagement strategies. These core components evolved from Parkside's newly municipal approved Neighborhood Strategic Plan.

The City's cost toward this grant/endeavor is \$25,000 for inkind/matching funds, will be provided through the City's existing Urban Enterprise Zone grant program.

Year 1 - The award provided funding to implement a revitalization plan that specifies investment in façade improvement, clean streets, building rehab and business development efforts that deliver sustained small business and residential vitality along Haddon Avenue corridor. The grant agreement is attached has all requirements and stipulations. The budget is attached with a breakdown of how the funds will be expended and section C includes the Scope of Services for the grant. The only change that Grants Management is aware of is that the \$25,000 in-kind match is coming from the City of Camden and not the businesses in the Parkside Haddon Avenue Corridor as stated previous in the grant.

**Time Lines:**

**Problematic Areas/Recommendations**

STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS

DIVISION OF LOCAL GOVERNMENT SERVICES  
GRANT APPROVAL 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.

**PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT OF THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION AND GRANT AWARD LETTER.**

Neighborhood Preservation Program (NPP) Grant was awarded to the City of Camden in partnership with PBCIP for the revitalization of Haddon Avenue Commercial Corridor in the Parkside Neighborhood in the amount of \$125k for Year 2 of grant.. The award of this grant is paramount to the continued revitalization of the Parkside neighborhood. This collaboration is focused on elevating Parkside thru cooperative partnerships, equitable community development practices and implementing transparent community engagement strategies. These core components evolved from Parkside’s newly municipal approved Neighborhood Strategic Plan.

The City’s cost toward this grant/endeavor is \$25,000 for inkind/matching funds, which will be provided through the City’s existing Urban Enterprise Zone grant program.

Grant Period Year 2 – January 2023 thru December 31, 2023

Attached Budget

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Candice Walker
Title	Chief Clerk
Telephone Number	(856) 968-3542
Email	cajeffer@ci.camden.nj.us

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

In-Kind for staffing  
Business Assistance through UEZ

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

N/A

\_\_\_\_\_  
Mayor's Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Business Administrator/Manager Signature

Date \_\_\_\_\_

Name, email and fax of contact person for this form:

\_\_\_\_\_

**For LGS use only:**

Approved

Denied

\_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Date \_\_\_\_\_

Number Assigned \_\_\_\_\_

Initial Report \_\_\_\_ Revised Report \_\_\_\_ Closing Report \_\_\_\_  
**Bureau of Grants Management Grant Summary Form**

**Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: PLANNING & DEVELOPMENT

Grant Administrator: CANDICE JEFFERSON

Administrator #:

Grant/Project Name:		<b>2022 NPP GRANT/PARKSIDE HADDON AVENUE BUSINESS CORRIDOR REVITALIZATION</b>					
Grant #:		2022-02351-0050-00					
City Contract Date:				City Contract #:			
Application Resolution #:		MC21:81 13		Appropriation Code :		G-02-41-664-022	
Funding Source:		NJDCA -NPP					
Pass Through:	Y	N	Source:				
Amount of Grant:		\$125,000					
Local Match:	Y	N	Cash:	Leveraging projects	In-Kind:	\$25,000	
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:				
Term of Grant:		October 2021 – December 2026		Location of Activity:		Census Tract 6103	
Date of Analysis:				Reviewed By:			

**Summary:**

**3/15/23:** Accept and insert of grant funds for year 2 in the amount of \$125,000

**2/22/23:** Council request renew subrecipient agreement for year 2 of 5 from January 1, 2023 through December 2023. Grant for year 2 is \$125k.

**2/22/23:** As approved by DCA – Payment for invoice from October 1, 2022 through December 31, 2022: Salary & Wages (\$16,098.34); Facade Improvements (\$20,000) Consultants (\$22,357.69); Marketing and Business Development (\$9,478.64). **Total Payment: \$67,934.67**

**12/8/22:** City Council action requesting approval of Year 2 Implementation Plan and Budget as approved by DCA. Requesting for January 2023 meeting.

**10/24/22:** As approved by DCA - Payment for invoice from July 1, 2002 through September 30, 2022:Salary & Wages \$2,725.00; Consultant: 12,156.25; Marketing & Promotions: 11,500; Clean Streets: \$6,376.71. **Total Payment: \$32,757.96**

**9/19/22:** Payment for Invoice from Oct. 2021 through June 30, 2022: Salary & Wages: (\$6,176.66); Consultant: (\$2,843.75); Marketing (\$588.67); Technology (\$75.00); Community Events (\$3,500); Clean Streets (\$11,123.29) **Total Payment: \$24,307.37**

**6/7/22: Resolution to facilitate Subrecipient Agreement with PBCIP for the disbursement of DCA NPP Grant funding.**

**2/17/22: Resolution in support of the Neighborhood Preservation Program Implementation Plan (IP) as approved by DCA**

Initial Report \_\_\_\_ Revised Report \_\_\_\_ Closing Report \_\_\_\_

## Bureau of Grants Management Grant Summary Form

Grant Status Code: G

(green - g; yellow - y; red - r)

11/24/21: The City of Camden applied for and received a grant in the amount of \$125k for the 2022 NJ DCA NPP Grant Program for revitalization of the Haddon Avenue Corridor in the Parkside Neighborhood.

There is a municipal match of \$25k which will be funded to businesses in the Haddon Avenue Business Corridor through already established programs

**Time Lines:** October 1, 2021 through December 31, 2022

**Problematic Areas/Recommendations:**



State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO BOX 806  
TRENTON, NJ 08625-0806

PHILIP D. MURPHY  
Governor

LT. GOVERNOR SHEILA Y. OLIVER  
Commissioner

February 28, 2023

Ms. Kelly Mobley  
Coordinator for Federal and State Aid  
City of Camden  
City Hall  
520 Market Street  
Camden, New Jersey 08101-5120

Re: Neighborhood Preservation 2022  
Amendment #: **2022-02351-0050-05**  
Total Award Amount: **\$250,000.00**

Dear Ms. Mobley:

The New Jersey Department of Community Affairs proposes to amend Agreement **2022-02351-0050-04** dated January 30, 2023 with this Amendment, **2022-02351-0050-05**, between the Department and City of Camden. Please review this amendment letter and its attachments carefully. It may implement additional ancillary amendment purposes and agreement changes in addition to those which may have been requested.

The proposed purpose of this amendment is to:

- increase the award amount of the Agreement through the addition of **\$125,000.00** in new funds, thereby raising the total award amount to **\$250,000.00**. Execution of this amendment will implement the new budget attached and designated as **Section B**.
- modify the source and distribution amongst sources of funds. The amended 'Funding Amount and Sources of Funds' is contained in the attached amended '**AGREEMENT DATA SHEET**'.
- modify the grant/loan award period of the Agreement. The amended grant/loan award period is contained on the attached amended '**AGREEMENT DATA SHEET**'.
- modify the project title and purpose of the grant/loan. The amended project title and purpose of grant/loan is contained on the attached amended '**AGREEMENT DATA SHEET**'.
- modify the objectives of the grant/loan. The amended objectives are contained in the attached amended **Section C**.
  - modify the scope of services of the grant/loan. The amended scope of services is contained in the attached amended **Section C**.
- modify provisions of Section A. SPECIFIC TERMS AND CONDITIONS. The amended provision(s) is contained in the attached amended **Section A**.
- modify components and service areas. The amended component(s) is contained in the new budget attached and designated as **Section B**. The amended service area(s) is contained in the attached amended '**AGREEMENT DATA SHEET**'.

You may view this Amendment by selecting '**Grant Amendments/Revisions**' under the History section of the **SAGE System's** Grant Menu. Please contact your Program Manager should you have any questions. Thank you.

Sincerely,

 **Janel Winter**  
Division Director  
Community Affairs



**State of New Jersey**  
**Department of Community Affairs**  
**and**

Camden City

Grant/Loan Agreement Number: 2022-02351-0050-05

Neighborhood Preservation 2022

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**DEPARTMENT OF COMMUNITY AFFAIRS FOR AMENDMENT LETTER AUTHORIZED  
SIGNATURES:**

**Accepted and Agreed to for Recipient:**

Approved By Victor Carstarphen, Mayor (03/02/2023 1:15PM)

**For New Jersey Department of Community Affairs Approval Only:**

**DIVISION DIRECTOR APPROVAL AND CERTIFICATION:**

Approved By Sheri Malnak-Renn (03/01/2023 1:33PM)

**FISCAL APPROVAL OFFICER CERTIFICATION:**

**I attest that sufficient funds have been appropriated by the  
State Legislature and are available for this grant/loan award**

Recipient Acceptance of Terms:

Ms. Kelly Mobley  
Coordinator for Federal and State Aid  
City of Camden

DEPARTMENT GRANT/LOAN APPROVAL OFFICER CERTIFICATION:

Dipali Patel  
Fiscal Administrator

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

AGREEMENT DATA SHEET

( X ) GRANT ( ) LOAN

**PROJECT INFORMATION**

FUNDING PROGRAM NAME: *Neighborhood Preservation 2022*  
 PROJECT TITLE: **Parkside Haddon Avenue Business Corridor Revitalization**  
 SERVICE AREA(S): **City of Camden**

**RECIPIENT INFORMATION**

AGENCY NAME: **City of Camden**  
 ADDRESS: **City Hall  
 520 Market Street  
 Camden, New Jersey 08101-5120**  
 CHIEF FINANCIAL OFFICER: **Mr. Gerald Seneski**  
 VENDOR ID #: **216000418-09**  
 TELEPHONE NUMBER: **(856) 757-7200**  
 CHARITIES REGISTRATION #: **EX0000000**  
 (Nonprofit Agencies Only)  
 SAM Unique Entity #: **L5MTYJ62P314**

**STATE INFORMATION**

DEPARTMENT: **NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**  
 DIVISION: **Division of Housing and Community Resources**  
 ADDRESS: **101 South Broad Street, 5th Floor  
 PO Box 806  
 Trenton, NJ 08625-0806**  
 CONTACT PERSON: **Jef Buehler**  
 TELEPHONE NUMBER: **(609) 633-9769**

**FUNDING AMOUNT AND SOURCE OF FUNDS**

	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>CFDA #</u>
1 (State Funds)	2022-100-022-8020-092-F301-6020	\$125,000.00	
2 (State Funds)	2023-100-022-8020-092-F301-6020	\$125,000.00	
<b>SUBTOTAL</b>		<b>\$250,000.00</b>	
<b>OTHER FUNDS</b>		<b>\$770,100.00</b>	
<b>TOTAL</b>		<b>\$1,020,100.00</b>	

**GRANT/LOAN AWARD PERIOD**

GRANT/LOAN AWARD PERIOD: **October 01, 2021 THROUGH: December 31, 2023**  
 LENGTH OF AWARD PERIOD: **2 Years, 3 Months**  
 LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: **March 30, 2024**

**PURPOSE OF GRANT/LOAN**

This award will provide funding to implement a revitalization plan that specifies investment in façade improvement, clean streets, branding, building rehab and business development efforts that deliver sustained small business and residential vitality along Haddon Avenue corridor.



**State of New Jersey**  
**DEPARTMENT OF COMMUNITY AFFAIRS**  
 101 SOUTH BROAD STREET  
 PO BOX 806  
 TRENTON, NJ 08625-0806

**PHILIP D. MURPHY**  
*Governor*

**LT. GOVERNOR SHEILA Y. OLIVER**  
*Commissioner*

**Section A      SPECIFIC TERMS AND CONDITIONS**

By virtue of the execution of the Grant/Loan Agreement, the Recipient agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant/Loan Agreement provisions are detailed as follows:

**1. BONDING AND INSURANCE**

**Fidelity Bonding:**

- Fidelity Bonding with the limit of liability of at least \$0.00 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.
- No Fidelity Bonding shall be required.

**Insurance(s):**

The Department must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after 30 days written notice to the New Jersey Department of Community Affairs.

- Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than \$1 million per occurrence for bodily injury liability and property damage liability.
- Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1 million per occurrence for bodily injury liability and property damage liability.
- Workers' Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than **\$100,000**.
- Additional Insurance Coverage(s) required:
- No Additional Insurance shall be required.

**2. METHOD OF PAYMENT**

**Advance Payment**

- An Advancement of Funds in the amount of \$112500 shall be made.
- No Advancement of Funds shall be made.

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**State of New Jersey**  
**DEPARTMENT OF COMMUNITY AFFAIRS**  
 101 SOUTH BROAD STREET  
 PO Box 806  
 TRENTON, NJ 08625-0806

**PHILIP D. MURPHY**  
*Governor*

**LT. GOVERNOR SHEILA Y. OLIVER**  
*Commissioner*

**Payment Type**

**Payments shall be made as indicated below:**

- ( X ) Reimbursement payments based on the actual rate of disbursement shall be made  
     ( ) Monthly  
     ( X ) Quarterly  
     ( ) Other:  
 ( ) Fixed payments of \$ shall be made .  
 ( ) A Lump Sum payment upon execution of the agreement.  
 ( ) A Lump Sum payment at the end of the award period.  
 ( ) Other:

**Final Payment Withheld**

- ( ) Final payment of \$0.00 shall be withheld pending receipt of final reports.  
 ( X ) No Final payment shall be withheld.  
 ( ) Other:

**3. BUDGET VARIANCE FLEXIBILITY**

Variance of expenditures from budgeted amounts is permitted without a formal amendment to the Grant/Loan Agreement within the following limitations:

- There is no permitted budget flexibility variance between major budget cost categories.
- Within major budget cost categories, there is a maximum allowable budget line item flexibility of 10%. No individual line item expenditures may exceed the amount budgeted for that line item by an amount in excess of 10% of the budgeted amount.
- Under no circumstances may total expenditures exceed the total grant/loan award amount.

Expenditures that exceed these limitations must be authorized via a budget revision approved by the Department. Expenditures incurred that exceed the permitted budget variance flexibility prior to Departmental approval of a revised budget are at risk for being disallowed by the Department.

**4. PROJECT INCOME**

Project income, if any, shall be:

- ( X ) Added to project funds to further eligible program objectives; or  
 ( ) Deducted from Recipient's payment request for allowable costs; or  
 ( ) Used for the cost-sharing or matching requirement; or  
 ( ) Returned to the Department.  
 ( ) Not Applicable.



**5. FINANCIAL AND PERFORMANCE REPORTING**

**Financial Reports** - A Fiscal Monitoring Report comparing the Recipient's actual expenditures of the project with the approved Budget included in this Grant/Loan Agreement shall be submitted with each request for payment, except for advance funding, if any. The Fiscal Monitoring Report shall be certified by the Recipient's Chief Financial Officer and submitted to the Department with the State voucher requesting payment.

**Performance Reports** - A Performance report(s) indicating the progress of the project shall be submitted:

- Monthly
- Quarterly
- Annually
- Other:

Final Report - A final report shall be submitted to the Department no later than 60 days after completion of the grant/loan award period or termination of this Grant/Loan Agreement. Extensions to reporting due dates may be granted upon written request to the Department.

**6. AUDIT REQUIREMENTS**

- Audit Required.
- Audit Not Required. Recipient must submit to the Department supporting documentation for all grant/loan expenditures.

Audit Costs - The pro rata share of the cost of any required single audit or the cost of a program-specific audit, financial statement audit, or other limited scope audit shall be paid from funds:

- Provided for by this Grant/Loan Agreement.
- Provided by the Recipient from other funding sources.
- Not Applicable.

Additional Schedules - Additional schedules may be requested by the Department, if funding is made available to pay for such additional schedules.

- Additional Supplemental Schedules required as listed below:
- No Additional Supplemental Schedules required.

**7. GRANT ADMINISTRATION AUTOMATION**

The recipient acknowledges that this agreement is recorded within and administered utilizing DCA SAGE, the DCA *System for Administering Grants Electronically* (<https://dcasage.intelligrants.com/portal.asp>). The recipient agrees to establish SAGE access for recipient staff in sufficient quantity and with sufficient authority to fulfill the requirements of the SAGE system and to assign relevant staff to the SAGE system grant record corresponding to this grant agreement document.

**Section B**

Budget Detail

2022-02351-0050-05

Camden City

Budget Category	Requested Funds	Funds from Other Sources	Total Amount
Program - Development			
Rehab-Commercial			
Renovation to commercial exteriors	\$20,000.00	\$50,000.00	\$70,000.00
Minor Category Sub-Total	\$20,000.00	\$50,000.00	\$70,000.00
Major Category Sub-Total	\$20,000.00	\$50,000.00	\$70,000.00
PROGRAM - Other			
Other			
New Pop-Up Plaza & Open Space Areas	\$14,857.69	\$15,000.00	\$29,857.69
Minor Category Sub-Total	\$14,857.69	\$15,000.00	\$29,857.69
Miscellaneous			
Yiftee Gift Card Program	\$7,500.00		\$7,500.00
Minor Category Sub-Total	\$7,500.00	\$0.00	\$7,500.00
Major Category Sub-Total	\$22,357.69	\$15,000.00	\$37,357.69
PROGRAM - Personnel			
Salaries/Wages			
Staff overseeing the NPP projects and Indirect Costs	\$25,000.00	\$15,000.00	\$40,000.00
Minor Category Sub-Total	\$25,000.00	\$15,000.00	\$40,000.00
Major Category Sub-Total	\$25,000.00	\$15,000.00	\$40,000.00
PROGRAM - Purchased Services			
Consultant			
Uniform Design Standards along Business Corridor	\$9,500.00		\$9,500.00
NPP Implementation Plan Updates	\$5,500.00		\$5,500.00





Budget Detail

Camden City

Requested Funds      Funds from Other Sources      Total Amount

Budget Category	Requested Funds	Funds from Other Sources	Total Amount
ADM - Personnel			
Salaries/Wages			
Staff overseeing the NPP projects and Indirect Costs	\$25,000.00	\$17,500.00	\$42,500.00
Minor Category Sub-Total	\$25,000.00	\$17,500.00	\$42,500.00
Major Category Sub-Total	\$25,000.00	\$17,500.00	\$42,500.00
Program - Development			
Acquisition - Building			
Acquisitions along Haddon Avenue	\$15,000.00	\$334,000.00	\$349,000.00
Minor Category Sub-Total	\$15,000.00	\$334,000.00	\$349,000.00
Major Category Sub-Total	\$15,000.00	\$334,000.00	\$349,000.00
PROGRAM - Other			
Other			
New Plaza & Open Space Areas	\$15,000.00	\$0.00	\$15,000.00
Market the Corridor to New Businesses	\$5,000.00	\$10,000.00	\$15,000.00
Coop Business Space for Entrepreneurs and Business Own	\$5,000.00	\$50,000.00	\$55,000.00
Minor Category Sub-Total	\$25,000.00	\$60,000.00	\$85,000.00
Major Category Sub-Total	\$25,000.00	\$60,000.00	\$85,000.00
PROGRAM - Purchased Services			
Marketing & Promotion			
Community Events - Street Festival, Learning Garden & Sm	\$15,000.00	\$70,000.00	\$85,000.00
Tell the Parkside Story thru Public Art Exhibits	\$30,000.00	\$50,000.00	\$80,000.00
Minor Category Sub-Total	\$45,000.00	\$120,000.00	\$165,000.00





**SECTION C - SCOPE OF SERVICES: 2022-02351-0050-05****GRANT/LOAN AGREEMENT****Program: 2022 Neighborhood Preservation Program**

Between the **State of New Jersey Department of Community Affairs** ("*Department*") and **City of Camden** ("*Grantee*")

1. The Grantee shall administer and perform the obligations set forth in this grant agreement with the Department and shall comply with the criteria of the NPP Program as defined by the New Jersey Department of Community Affairs that are referenced in this agreement.
2. WORKPLAN
  - A. The Grantee will receive up to \$250,000 of the NPP funds provided under this Grant Agreement as follows:
    - a. Phase I: The Grantee may use from \$0 to \$25,000 and dedicate the first six months of the grant term to engage/hire the services of a full-time NPP Coordinator to carry out activities to develop a 5-year Neighborhood District Implementation Plan. Phase I activities may include: the establishment of a local NPP office to perform administrative program functions, coordinate the development of a 5-year Implementation Plan, and engage with local residents and business community to participate in the revitalization efforts. Phase I funds may also be used to hire a professional consultant to assist in the development of the 5-year Implementation Plan.
    - b. Phase II: The Grantee may use from \$100,000 to \$125,000 of program funds to implement elements of the Implementation Plan following approval of the Implementation Plan by the Department. Upon approval, the Implementation Plan shall be incorporated as part of this Grant Agreement as defined in the Budget section of the grant in SAGE. Program activities and related expenditures costs cannot extend past the grant term without written approval from the Department.
    - c. Year Two Implementation Plan: The Grantee may use up to \$125,000 of program funds to implement elements of the Year Two Implementation Plan, and from that total up to \$25,000 for program administration following approval of the Implementation Plan by the Department. Upon approval, the Implementation Plan shall be incorporated as part of this Grant Agreement as defined in the Budget section of the grant in SAGE. Program activities and related expenditures costs cannot extend past the grant term without written approval from the Department.
3. The Department shall make an advance payment to the Grantee total of 90% of the grant upon execution of this contract.
  - A. The Grantee shall submit all payment documentation for grant closeout via SAGE ("*System for Administering Grants Electronically*"), as a Financial Status Report/Expense Report.
4. The Grantee shall report on a regular basis on the progress of the NPP grant implementation. This report shall be submitted via SAGE as an Objectives Monitoring Report. There are multiple reports during the grant period.
5. The Grantee shall provide representatives of the Department access to all documentation and records related to the administration and implementation of this Agreement. The Grantee shall also permit these representatives to periodically conduct on-site and on-line monitoring of the Project if requested.

6. The Department reserves the right to suspend and/or cancel this Grant/Loan Agreement for nonperformance of any of Grant/Loan Agreement provisions. Failure by the Grantee to comply with agreement stipulations, standards or conditions may give the Department cause to suspend this agreement and withhold further payments, prohibit additional obligations or project funds pending corrective action, disallow all or part of the cost associated with the noncompliance, terminate this agreement or take other remedies that may be legally available.

Formal written notice of suspension/cancellation of grant/loan agreement and/or reduction in funding will be provided to the grantee in advance of the adverse action to be taken together with recommendations to correct deficiencies. Grantees that correct deficiencies in accordance with guidance provided in the written notice shall be reinstated.

7. This agreement will be closed out following the Department's final decision regarding approval of the NPP documentation, reporting, and project implementation certification submitted by the Grantee.

DB:dh  
04-11-23

A-31

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT PURSUANT TO  
N.J.S.A. 40A:4-87 IN THE AMOUNT OF \$176,547 FROM THE  
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR A GRANT  
ENTITLED "URBAN ENTERPRISE ZONE ASSISTANCE, ADMINISTRATIVE COSTS"**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services (Director) may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by any public or private funding source and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount to any such special item of revenue making same available for expenditures; and

WHEREAS, on March 8, 2023, the New Jersey Urban Enterprise Zone Assistance Fund (UEZAF) approved the City's application for the City's UEZ Administrative Board's funding for FY2023 in the amount of \$176, 547.00; and

WHEREAS, the City's UEZ Administrative Board's funding for FY2023 was not determined prior to the adoption of the City's 2023 budget; and

WHEREAS, pursuant to N.J.S.A. 40A:4-87 the Director may approve the insertion of the City's UEZ Administrative Board's FY2023 funding as a special item of revenue in the 2023 budget; now, therefore

BE IT RESOLVED, that the City Council of the City of Camden in the County of Camden, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$176,547.00, which is now available from the NJ Urban Enterprise Zone Assistance Fund.


BE IT FURTHER RESOLVED, that the like sum of \$176,547.00 is hereby appropriated under the caption "Urban Enterprise Zone Authority (UEZA Administration 23)".

BE IT FURTHER RESOLVED that the above is the result of funds from the NJ Urban Enterprise Zone Assistance Fund in the amount of \$176,547.00.

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: MMMM, DD, YY

TO: City Council  
FROM: Dr. Edward C. Williams, AICP, PP, CSI, Director

**TITLE OF ORDINANCE/RESOLUTION:** : RESOLUTION AUTHORIZING The City of Camden the insertion/amend into the permanent budget the amount of \$176,547.00 from the UEZ Zone Assistance per Chapter 159

Point of Contact:	Joe Thomas Planning and Development	968-3531	jothomas@ci.camden,nj.us
	Name	Department- Division- Bureau	Phone Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		3/15	
Supporting Department Director (if necessary)				
<del>Director of Grants</del> Management			3/20/23	
Qualified Purchasing Agent				
Director of Finance			3/22/23	
Approved by: Business Administrator			3/20	
		Signature	Date	

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup>
3. Addition supporting documents.

**“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.**

<sup>1</sup>For Example: Form “A” - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form “D” - Contract Request, Form “E” - Creation/Extension of Services, Form “G” - Grant Approval, Form “H” - Bond Ordinance or Contract Request, Form “I”, “Best Price Insurance Contracting” Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

CITY OF CAMDEN  
GRANTS MANAGEMENT  
2023 MAR 16 AM 8:52

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** RESOLUTION AUTHORIZING The City of Camden the insertion/amend into the permanent budget the amount of \$176,547.00 from the UEZ Zone Assistance per Chapter 159

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- To allow the City of Camden to fund local business expansion and job creation
- UEZ admin budget to fund staff and continued projects
- The Urban Enterprise Zone Assistance Fund approved the application on 3/8/2023

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$176,547.00

**IMPACT STATEMENT:**

- If approved, this will be inserted in the 2023 CY budget for use
- Funding will reimburse the City of Camden expenses used in Fiscal Year 2023 toward admin
- To add additional funds to our overall budget
- If not approved, the funds will be returned to UEZAF

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Joe Thomas Planning & development Urban Enterprise Zone.

**COORDINATION:**

- The entire City of Camden is impacted

**Prepared by:**

Joe Thomas 856-968-3531

Name

Phone/Email



Initial Report \_\_\_\_\_ Revised Report  Closing Report \_\_\_\_\_

## Bureau of Grants Management Grant Summary Form

Grant Status Code: G  
(green - g; yellow - y; red - r)

Department: Planning and Development

Grant Administrator: Joseph Thomas

Grant Administrator #: 968-3531

Grant/Project Name:			Urban Enterprise Zone Authority (UEZA Administration 23)			
Grant #:			UEZA			
City Contract Date:			City Contract #:			
Application Resolution #:			Appropriation Code :			
Funding Source:			Urban Enterprise Zone Authority			
Pass Through:	Y	N	Source:	City		
Amount of Grant:			\$176,547.00			
Local Match:	Y	N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:				Accepting Grant Resolution # MC:		
Term of Grant:		7/1/22 – 6/30/23		Location of Activity:		
Date of Analysis:		5-Apr-22		Reviewed By:		Kelly Mobley

**Summary:**

20-Mar-23: The Division of Housing Services - Camden UEZA Office is requesting council authorization for accept and insert a \$176,547 into the City Budget via a Chapter 159. Funding is for administrative expenses associated with administering the UEZA Program. (see budget below)

28-Jan-22: The Division of Housing Services - Camden UEZA Office is requesting council authorization to submit an application for funding in the amount of \$176,547.00 to the NJ Urban Enterprise Zone Authority for administrative cost associated with administering the Camden UEZA Program. The requested budget is as follows:

Personnel:	\$108,719.00
Fringe:	\$ 10,993.00
Materials	\$ 200.00
Operating:	\$ 15,778.00
Professional:	\$ 6,500.00
Equipment:	\$ 5,004.00
Advertising:	\$ 29,353.00

This application must be entered through SAGE and is expected to make the June UEZA Meeting providing this resolution can be read and approved by council at the May Meeting.

**Time Lines:** Quarterly programmatic/financial reports are due for the following periods within 30 days after the quarter. Progress Reports (Attachment I) and Financial Reports (Attachment J). January – March: due April 30<sup>th</sup>; April – June: due July 31<sup>st</sup>; July – September: due October 31<sup>st</sup>; October – December: due January 31<sup>st</sup>

**Problematic Areas/Recommendations:**

NUEZA ADM-23-1

**Bureau of Grants Management Grant Summary Form****Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: Development and Planning (Housing Services)Grant Administrator: Joe ThomasGrant Administrator #: 757-7344

Grant/Project Name:			UEZAF Admin Budget CY 2023 FY 2023 176,547.00			
Grant #:			Urban Enterprise Zone			
City Contract Date:						
Application Resolution #:			Appropriation Code :			
Funding Source:			UEZF			
Pass Through:	Y	N	Source:	City		
Amount of Grant:			176,547.00			
Local Match:	Y	N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:			
Term of Grant:			Location of Activity:		Camden City	
Date of Analysis:			3/09/2023	Reviewed By:		Joe Thomas

**Summary: Payment #1** – The Department of Development and Planning/Housing Services is requesting payment for 176,547.00

**New Jersey Department of Community Affairs  
APPLICATION FOR GRANT FUNDS**

STANDARD GRANT COVER SHEET

2022-08004-1544

1. DCA Program to Which Applicant is Applying: Urban Enterprise Zone - Camden 2022			
2. Name of Applicant Agency Camden City			
3. Street Address City Hall 520 Market Street			
City Camden	State New Jersey	Zip Code 08101-5120	County Camden
4. Official Contact Person Ms. Kelly Mobley		Title Coordinator for Federal a	Phone number (856) 757-7689
5. Program Contact Person Mr. Joseph Thomas		Title UEZ Coordinator	Phone Number (856) 968-3531
6. Proposed Project/Grant Title CAMDEN UEZ ADMIN BUDGET FOR FY23: 07-01-22 TO 06-30-23			
Program Type Administrative Budget: Camden City			
7. Total Cost of the Project \$279,200	8. Requested Amount \$176,547	9. Funds from Other Sources \$102,653	
10. Project Location (if Different from Applicant Agency) Camden NJ			
Street Address 520 Market Street			
City Camden	State New Jersey	Zip	Room Number
11. Vendor Number 216000418-09	12. Employer ID 216000418	13. Tax Exempt ID 216000418	
14. Area(s) Benefiting: Camden County,			
15. Briefly describe the project for which you are seeking funds. to provide funds as an initial increment towards the municipality's projected Fiscal Year total 2023 total Urban Enterprise Zone administrative budget for the allocation ending in 2023			

16. a. Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant?

Yes  No

b. Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or task force which has regulatory or advising influence on the funding program?  Yes  No

If yes, please describe:

17. Fiscal Contact Person

Mr. Gerald C Seneski

Title

Financial Officer

Phone Number

(856) 757-7852

18. Agency Fiscal Year

7/1 to 6/30

19. Name of CPA Firm Appointed by Grantee

Bowman & Co. LLP

20. **Certification:** The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct. The document has been duly authorized by the governing body of the applicant and further understands and agrees that any grant received as a result of this application shall be subject to the grant conditions and other policies, regulation, and rules issued by the New Jersey Department of Community Affairs which include provisions described in grant applications instructions.

Name and Title of Applicant (Print)

Signature of Applicant

Date of Application

## Scope of Services

This fund application is intended to support the cost associated with the Camden Fiscal Year 2023 Administrative Budget. These costs include salary for personnel. In addition, the funds will be applied to standard operating expenses, which include: advertising, membership, equipment, and consumable office supply costs.

The Camden UEZ Program staff includes:

Joe Thomas (UEZ Coordinator) - Responsible for the daily oversight and administration of the Camden program and reports to the City of Camden Director of Planning and Development (Edward William). Mr. Thomas is responsible for promoting the program and encouraging the expansion of existing and attraction of new business to the City of Camden. His duties include submitting and administering all fund applications, monitoring UEZ-funded projects, submitting periodic reports to the NJUEZA, conducting site visits, approving all membership certifications and recertification, and processing payment requests, among other duties.

Mr. Thomas is also responsible for monitoring UEZ membership and acting as a liaison between the business community and the local UEZ Office. Mr. Thomas conducts daily site visits, registers new UEZ members, re-certifies existing members, identifies recent business locations, and assists new businesses with establishing a Camden location (from start to finish).

The Camden UEZ continues to increase local employment, provide essential gap funding for non-conventional projects, and provide resources to secure commercial corridors. The UEZ has become one of Camden's most important economic development tools. UEZ funding has been used to secure billions in past private, state, and federal investments and to leverage millions of anticipated state and federal monies.

The Camden UEZ 2023 Administrative Budget will be used as a guide tool for the upcoming year. It sets the goals for 2023 and provides a benchmark to measure progress. Without NJUEZA's funding commitment, the Camden UEZ Program will not be able to operate. The City of Camden does not have sufficient funding in place to support the staff salaries or other associated operating costs.

## OBJECTIVES

Objective Number: 1

Short Description: Membership Implementation

### Detailed Description

Despite the challenging economic climate, the Camden UEZ Office is committed to increasing its membership. Camden's goal for 2023 is to increase membership by 20% (roughly 20 members). The second goal is successfully implementing the projected projects identified in this budget. These projects will significantly impact the local economy by providing much-needed services, job creation, and small business development support services.

### Methods

Membership will be increased by continuing proven-successful practices such as; print advertising, site visits, direct mailings, phone, and internet. Camden anticipates increasing membership recruitment via the new Comcast Advertising Campaign. With the support of the NJUEZA, Camden plans on implementing these referenced projects. Some projects (Year 2 or 3) are established and will build on past success. The others are partnerships with viable Camden agencies with proven capacity.

### Evaluation

Membership goals will be tracked weekly and re-evaluated every quarter. Projects are also tracked on a quarterly base by the NJUEZA via Sage. Monthly project reports will be submitted to the Camden office.

Application Program Component: Camden City

Budget Detail  
 Administrative Budget: Camden City  
 Camden City

Budget Category	UEZ Assistance	Anticipated UEZ Assistance	Municipal Funds	Other Funds	Total Budget
ADM - Personnel					
Salaries/Wages					
Director \Economic Development Program FTE.75	\$34,253.00		\$13,781.00		\$48,034.00
Historic Business Development / FTE.10	\$6,720.00		\$20,160.00		\$26,880.00
Senior Admin Clerk FTE.10	\$11,223.00		\$33,672.00		\$44,895.00
Fiscal Analyst FTE.10	\$10,500.00		\$35,040.00		\$45,540.00
Minor Category Sub-Total	\$62,696.00	\$0.00	\$102,653.00	\$0.00	\$165,349.00
Fringe Benefits					
UEZ director Coordinator	\$5,496.00				\$5,496.00
Minor Category Sub-Total	\$5,496.00	\$0.00	\$0.00	\$0.00	\$5,496.00
Major Category Sub-Total	\$68,192.00	\$0.00	\$102,653.00	\$0.00	\$170,845.00
ADM - Operating Cost					
Advertising					
Marketing and Advertising	\$49,172.00				\$49,172.00
Minor Category Sub-Total	\$49,172.00	\$0.00	\$0.00	\$0.00	\$49,172.00
Other					
Materials Supplies	\$3,001.00				\$3,001.00
Minor Category Sub-Total	\$3,001.00	\$0.00	\$0.00	\$0.00	\$3,001.00
Equipment Purchase					
Equipment purchase/ Furniture	\$38,182.00				\$38,182.00
Minor Category Sub-Total	\$38,182.00	\$0.00	\$0.00	\$0.00	\$38,182.00
Major Category Sub-Total	\$90,355.00	\$0.00	\$0.00	\$0.00	\$90,355.00
ADM - Purchased Services					







PROJECT INFORMATION

**Business Recruitment Plan for New Fiscal Year**

The Camden UEZ is marketed through the following: Business Associations, Camden Chamber of Commerce, City of Camden Licensing and Inspection Department, Entrepreneurial Training Programs, Community Based Organizations, Rutgers Small Business Development Center, phone targeting, and regular business visits, in addition to posting information on the Camden UEZ, the City of Camden and Camden Redevelopment Agency's websites. There are 900 registered businesses in Camden. Approximately 98% of the City is located within the UEZ. To date, there is 130 businesses program. We aim to enroll at least one new business weekly while maintaining a high retention rate. The UEZ has also worked with Code Enforcement (Licensing and Inspection) to provide UEZ information to every business license applicant. This practice has enabled the Camden UEZ to reach many more businesses than it otherwise might have.

Urban Enterprise Zone - Camden 2022  
FUTURE UEZ PROPOSALS

Name of Proposal Facade Program 2023

**Description of Proposal**

The Commercial Facade Improvement Program fosters commercial revitalization and economic development and improves neighborhood conditions. This program helps to develop a more vibrant, walkable, mixed-use commercial district. Additionally, the program transforms commercial communities into destinations for residents and out-of-area customers, increases employment for area residents, increases the number of commercial opportunities, and enhances the neighborhood's appearance. Lastly, this program builds upon previous funded efforts targeting the commercial corridor with clean and safe services, gateway signage, neighborhood identification banners, and the recently constructed road Improvements.

Estimated total cost of proposal

UEZ \$350,000.00

Urban Enterprise Zone - Camden 2022

FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal            \$350,000.00

Anticipated number of jobs created        10

**Anticipated impact on municipal tax base**

Standard's buildings in Camden are located in the Gateway Redevelopment Zone and are potentially subject to eminent domain at the behest of the Master Re developer, Campbell Soup Co. ("CSC"). To avoid eminent domain and to be able to remain and continue to operate in its current facilities, Standard has agreed with CSC and the Camden Redevelopment Agency ("CRA") to perform specific cosmetic improvements to its building to make that building fit better architecturally with the office park which is expected to be constructed in the Zone and in very close proximity to that building. Provided these improvements are made, CSC, as Master Re developer, has agreed not to request or approve the taking of Standard's buildings. The benefit, therefore, to Standard, from completion of the improvements, is a fulfillment of the agreement with CSC and CRA and the consequent ability to continue to employ residents.

Can measurable be quantified?            Yes      No  N/A

Urban Enterprise Zone - Camden 2022  
ATTACHMENTS (ADMINISTRATIVE BUDGET)

1a. Fully executed City Council Resolution

I will...

- Mail this attachment
- Hand deliver this attachment

1b. Zone Board Resolution

I will...

- Mail this attachment
- Hand deliver this attachment

2. Agreement(s) between the Zone and Firm

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Camden 2022  
SCHEDULE A: PERSONNEL

Name of Employee JOe Thomas  
Position/Title uez Coordinator FTE.75  
Date of Hire 2/14/2005  
Eligible for Overtime? Yes  No  
Full Time  Part Time  
Standard Weekly Work Hours 35  
Number of Weekly Hours Dedicated to UEZ 27  
Annual Salary \$96,069.00  
Annual Salary Requested from UEZ \$34,253.00  
Municipal Salary subsidy (if applicable)  
Annual Fringe Benefits \$5,496.00  
Annual Fringe Benefits Requested from UEZ \$5,496.00

Submit Job Description 391869-289059-joe e.docx

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment

Not applicable

Submit Resume 391869-289055-uez1.docx

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment

Not applicable

Urban Enterprise Zone - Camden 2022  
SCHEDULE A: PERSONNEL

Name of Employee	Nural Williams FTE .10
Position/Title	Fiscal Analyst
Date of Hire	1/1/2023
Eligible for Overtime?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Full Time <input checked="" type="checkbox"/> Part Time <input type="checkbox"/>
Standard Weekly Work Hours	35
Number of Weekly Hours Dedicated to UEZ	9
Annual Salary	\$45,540.00
Annual Salary Requested from UEZ	\$10,500.00
Municipal Salary subsidy (if applicable)	
Annual Fringe Benefits	\$0.00
Annual Fringe Benefits Requested from UEZ	\$0.00
Submit Job Description	391870-289059-nurel descrp.doc
I will...	Upload this attachment Mail this attachment Fax this attachment Hand deliver this attachment <input checked="" type="checkbox"/> Not applicable
Submit Resume	391870-289055-resumenuralhwilliams 2.2.20
I will...	Upload this attachment Mail this attachment Fax this attachment Hand deliver this attachment <input checked="" type="checkbox"/> Not applicable

Urban Enterprise Zone - Camden 2022  
SCHEDULE A: PERSONNEL

Name of Employee	Dolly Marshall FTE.10
Position/Title	Historic Business Development
Date of Hire	1/1/2023
Eligible for Overtime?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Full Time <input checked="" type="checkbox"/> Part Time <input type="checkbox"/>
Standard Weekly Work Hours	35
Number of Weekly Hours Dedicated to UEZ	9
Annual Salary	\$26,880.00
Annual Salary Requested from UEZ	\$6,720.00
Municipal Salary subsidy (if applicable)	
Annual Fringe Benefits	\$0.00
Annual Fringe Benefits Requested from UEZ	\$0.00
Submit Job Description	391879-289059-dolly job d.doc
I will...	Upload this attachment Mail this attachment Fax this attachment <input checked="" type="checkbox"/> Hand deliver this attachment Not applicable
Submit Resume	391879-289055-dolly_marshall_cv (3).pdf
I will...	Upload this attachment Mail this attachment Fax this attachment <input checked="" type="checkbox"/> Hand deliver this attachment Not applicable



Urban Enterprise Zone - Camden 2022  
SCHEDULE A: PERSONNEL

Name of Employee	Candance WalkerFTE .10
Position/Title	Senior Admin Clerk
Date of Hire	1/1/2019
Eligible for Overtime?	Yes <input checked="" type="checkbox"/> No
	Full Time <input checked="" type="checkbox"/> Part Time
Standard Weekly Work Hours	35
Number of Weekly Hours Dedicated to UEZ	9
Annual Salary	\$44,895.00
Annual Salary Requested from UEZ	\$11,223.00
Municipal Salary subsidy (if applicable)	
Annual Fringe Benefits	\$0.00
Annual Fringe Benefits Requested from UEZ	\$0.00
Submit Job Description	391880-289059-senior administrative clerk
I will...	Upload this attachment Mail this attachment Fax this attachment <input checked="" type="checkbox"/> Hand deliver this attachment Not applicable
Submit Resume	391880-289055-candice jefferson_resume_20
I will...	Upload this attachment Mail this attachment Fax this attachment <input checked="" type="checkbox"/> Hand deliver this attachment Not applicable

Urban Enterprise Zone - Camden 2022  
OTHER SOURCES OF FUNDING RELATED TO THIS APPLICATION

Source	Amount	Code
local City	\$102,653.00	(L)
Total Funds From Other Sources Related To This Application Only	\$102,653.00	

Urban Enterprise Zone - Camden 2022  
CERTIFICATION SHEETS

<i>If your Agency type is not required to answer any of the questions below, click the N/A radio button</i>			
1.	I certify that this agency is not delinquent on any Federal or State debt.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
2.	I understand that payments from NJDCA will depend on our submission of all required grant reports.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
3.	I certify that neither members of our organization's governing body nor members of their families will receive any direct or indirect personal or monetary gain from the funding of this grant.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
4.	I certify that our organization's Certification of System for Award Management(SAM) is valid and current.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
5.	I certify that neither members of our organization's governing body nor members of their families serve on any board, council, commission, committee, or task force that has regulatory authority or advising influence on the funding program.	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
	If no, please explain:		
<b>Non-government Agencies only—</b>			
6.	If our agency has <b>not</b> received funds from NJDCA for the current State Fiscal Year, I will submit our organization's most recent audit.	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
7.	The information contained in the Board of Directors list in our Agency Information is adequate and up-to-date at the time of this application.	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

CERTIFICATION SHEETS

ATTACHMENTS	
<b>Certification Regarding Debarment and Suspension - Schedule G</b>	
I will upload this attachment <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
<b>Certification Regarding Lobbying - Schedule H</b>	
I will upload this attachment <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
<b>Resolution - Schedule I Or Local Match Only - Schedule I</b>	
I will upload this attachment <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
<b>IRS Determination Letter (New Applicants, Non-profit, Non-government only)</b>	
I will upload this attachment <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
<b>Organizational Chart (Non-government only)</b>	
I will upload this attachment <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
<b>Application Cover Page</b>	
I will upload this attachment <input checked="" type="checkbox"/>	Not applicable <input type="checkbox"/>
392377-319014-onepage (00000002) .pdf	
<b>Please upload any third party agreement(s) that may be pertinent to this grant. (see application instructions for specific details)</b>	



State of New Jersey  
URBAN ENTERPRISE ZONE AUTHORITY  
101 SOUTH BROAD STREET  
PO BOX 822  
1ST FLOOR  
TRENTON, NJ 08625-0822

PHILIP D. MURPHY  
Governor

LT. GOVERNOR SHEILA Y. OLIVER  
Commissioner

NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY BOARD MEETING

March 8, 2023

2:00 PM

Microsoft Teams Conference Link for *UEZA Board members* is on your scheduled Outlook Calendar

*Public Dial in- Number:* 1-856-338-7074, Access Code: 938 226 621#

AGENDA

1. Notice of Public Meeting
2. Roll Call
3. Approval Board Meeting Minutes, January 11, 2023

NEW BUSINESS

4. Executive Director's Report
5. UEZA Rules Readoption
  - Request to authorize the Executive Director or Acting Director (as appropriate) to file the Notice of Readoption for N.J.A.C. 5:120, Urban Enterprise Zone Authority, with the Office of Administrative Law.
6. Bayonne
  - Approval of Bayonne's UEZ Admin Budget FY23 from 07-01-22 to 06-30-23 - \$155,000
7. Camden
  - Approval of Camden UEZ Admin Budget for FY23: 07-01-22 to 06-30-23 - \$176,547
8. Kearny
  - Approval of Kearny Avenue Streetscape Repair Project - \$125,100
9. Lakewood
  - Approval of Lakewood UEZ Revolving Loan Program – 193,304

**RESOLUTION MC-22: 8606**  
*On Motion Of: Nohemi Soria-Perez*  
**APPROVED: September 13<sup>th</sup>, 2022**

R-34

MBS:dh  
09-13-22

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO APPLY FOR \$176,547.00  
FROM THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY  
FOR THE FY 2023 ADMINISTRATIVE BUDGET**

WHEREAS, the City of Camden desires to submit an application to the New Jersey Urban Enterprise Zone Authority to fund the FY 2023 UEZ administrative budget for the period of January 1, 2023 until June 30, 2023; and

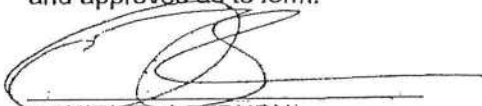
WHEREAS, City Council believes that the submission of such grant application is in the best interest of the residents of the City of Camden; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers be and are hereby authorized to submit an application to the New Jersey Urban Enterprise Zone Authority in the amount of ONE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS (\$176,547.00) for the purpose of funding the UEZ administrative budget of the City of Camden for Fiscal Year 2023 from January 1, 2023 until June 30, 2023, in accordance with all pertinent terms, conditions and requirements which may be established for such an application.

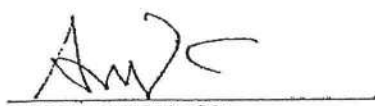
BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal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

Date: September 13, 2022

The above has been reviewed  
and approved as to form.



DANIEL BLACKBURN  
City Attorney



ANGEL FUENTES  
President, City Council

ATTEST:   
LUIS PASTORIZA  
Municipal Clerk

**CITY OF CAMDEN**  
**CITY COUNCIL REQUEST FORM**

Council Meeting Date: Next Available

**To: Business Administrator** Timothy J. Cunningham  
**FROM:** Dr. Edward C. Williams, PP, AICP, CSI, and Director  
**Department Making Request: Planning & Development**

**TITLE OF RESOLUTION / ORDINANCE:** Resolution Authorizing the City of Camden to apply to the State New Jersey Urban Enterprise Zone Assistance Fund for the FY2023 1/1/23 -6/31/23 Administrative Budget for \$176,547.00

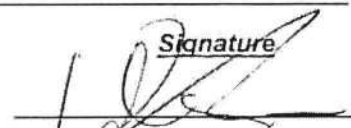
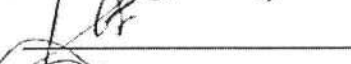
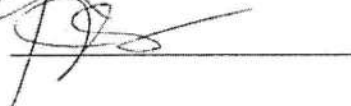
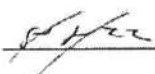

**BRIEF DESCRIPTION OF ACTION:** Resolution authorizing an application to the State of New Jersey Enterprise Zone for \$176,157.00 to fund the FY 2023 For the Period January 1 2023 June 31 2023 UEZ Administrative Budget

**BIDDING PROCESS: N / A**

Procurement Process Bid#, RFP#, State Contract#, Non-Fair & Open, and EUS

APPROPRIATION ACCOUNTS(S);  
AMOUNT;

**Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**  
*For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "On" - Contract Request, Form "E" - Creation/Extension of Services, Form "Gn" - Grant Approval Form "Hff" - Bond Ordinance or Contract Request, Form "I": "Best Price Insurance Contracting" Model Ordinance*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	8/7/22	
Approved by Grants Management:	8/12/22	
Approved by Finance Director <input type="checkbox"/> CAF-Certification of Availability of Funds	8/3/22	
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:		
Received by City Attorney:	_____	_____

	(Name) Pease Print	(Extension #)
Prepared by: <u>Joe Thomas</u>	_____	3531
Contact Person: <u>Joe Thomas</u>	_____	3531

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\*\*\*\*

Initial Report  Revised Report  Closing Report

## Bureau of Grants Management Grant Summary Form

Grant Status Code: G

(green - g; yellow - y; red - r)

Department: Development and Planning (Housing Services)

Grant Administrator: Joe Thomas

Grant Administrator #: 757-7344

Community De- v. Corp

Grant/Project Name:		Camden Admin Budget January 1 20223 to June 31 2023			
Grant #:		UEZA			
City Contract Date:					
Application Resolution #:			Appropriation Code		
Funding Source:		UEZ			
Pass Through:	Y	N	Source:	City	
Amount of Grant:		176,547.00			
Local Match:	Y	N	Cash:		In-Kind:
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:		
Term of Grant:		TBD		Location of Activity:	
Date of Analysis:		7/29/2022		Reviewed By: Joe Thomas	

**Summary:** The Department of Development and Planning/UEZ is requesting council authorization to submit an application for funding in the amount \$ 176,547.00 from the NJ Urban Enterprise Zone Assistance fund the purpose of developing a Camden Admin Budget for January 1 2023 to June 31 2023



# **New Jersey Urban Enterprise Zone**

**Administrative Budget**

**Fiscal Year 2023**

**For the Period August 1 2022 December 1 2023**

City of Camden

August 1 2022

**OBJECTIVE:** Improving Business Corridors, which encourage and enhance business attraction and retention within the Camden's Zone boundaries.

- Goal:**
1. Identify improvements such as roads, entranceways, directional signage and Access ways, which in a distinctive way lend to the physical environment Of the business areas.
  2. Seek professional design concepts
  3. Provide for public bidding process and construction management of such Identified projects.
  4. Funding for the cost of construction of the identified projects.

**OBJECTIVE:** Attracting New Businesses: Creating an environment to attract new businesses to our city.

- Goal:**
1. Support a coordinated Marketing effort that accents the value of Camden culture and the commitment to its business community
  2. Expand opportunities for the UEZ message delivery with staff presence at community, charitable and business-related networking and promotional events

**OBJECTIVE:** Supporting and Prioritizing Small Business:

- Goal:**
1. Offer a verity of financial support that will help businesses grow
  2. Rejuvenate our buy local program and business of the month
  3. Offer a verity of business incentives that will help your business grow

**OBJECTIVE:** Growing Job Prospects:

- Goal:**
1. The City of Camden is committed to working with our partners to refocus our energies and to sustain relationships that build a stronger workforce.

**OBJECTIVE:** *Continued collaboration of UEZ project administration with all Camden is economic Development activities within the Zone.*

1. During, FY'22 the UEZ administration will collaborate with Camden City nonprofit and for profit, entities to promote on-going directives intended to re-develop and promote Camden's economic development base.
2. Such coordination will be demonstrated in marketing, training, jointly sponsored seminars, and planning efforts including the implementation of the "UEZ Strategic Plan.

**C. Future UEZ Proposals (01/1/2023 to 07/30/223):**

Name of Proposal: 'Camden Strong Revolving Loan Fund' - Capitol Project  
Description of Proposal: Promote business growth /retention with in the zone boundaries  
Estimated Total Cost of Proposal: \$350,000.00  
Estimated UEZ Cost of Proposal: not yet available  
Anticipated # of Jobs Created five  
Anticipated impact on Municipal Tax Base: N/A  
Consistent with zone development plan: Yes  
Are measurable able to be quantified? Yes, thru licensing bureau

Name of Proposal: Camden Strong Capital Improvement loan  
Description of Proposal: Business capital improvement forgivable loans

- Supervise and execute projects as directed by the Director/Coordinator; these projects to include direct mailings relating to promotion of the UEZ program and Job Link; composition and development of maps;
- Assists departmental personnel in use of computerized information systems
- Supervises and executes applications by business owner clientele in Financial Assistance Program Joint Participation Loans;
- Liaison to the City of Camden community

<b>Program analyst :</b>	<i>open</i>	<b>(Full-Time)</b>
--------------------------	-------------	--------------------

- Sample responsibilities for this position include:
- Undertake daily transaction monitoring activity in timely and accurate manner
- Understanding potential money laundering trends and red flags that would determine further investigations
- Liaise with business units, support departments and/or sub-branches as required in respect to the transaction monitoring activity they have undertaken
- Undertake sanction checking activity in timely and accurate manner, deciding whether payments should be accepted or rejected
- Escalate specific cases and direct matches as required by policies and procedures
- Build an awareness of sanction-related matters to enable responses to be made to business queries and concerns
- Monitor investment guidelines
- Review client participation in equity IPOs and similar new issues
- Monitor activities of the various trading desks and serve as a regulatory consultant to the the firm's trading personnel
- Review client contracts and update the account requirements
- Enterprise Zone Re-certification documentation received from the UEZA for forwarding to all UEZ businesses;
- Independently maintains the Camden's "Business" database with current employee and UEZ data;
- Routinely maintains available real-estate databases associated with the City of Camden mission to foster industrial and economic growth;
- Maintains maps of properties available for development;
- Screens and directs requests for information to appropriate parties;
- Maintains inventory of available Camden UEZ promotional items for distribution;
- Assists project staff with the retrieval and processing of documentation of draw-down submissions;
- Processes and distributes departmental mail;
- Assists in preparation of direct mail programs, on behalf of the Camden City ;
- Maintains Job Link Program database;
- Executes all other tasks, project details as assigned

#### E. Future UEZ Proposal

- Training Development to provide a better workforce environment
- Strategic Marketing that targets our business population
- Job Placement for our unemployed generation

#### F. Business Recruitment

- Marketing Advertising build boards , commercials videos
- Direct Mail out Every Door Direct

#### G Budget increase

- NA

#### H Future Funding

- Street projects Banners , Flags

DB:dh  
04-11-23

R-32

**RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION  
CONTRACT TO PAX MUNDUS ENTERPRISE, LLC, FOR  
BRICK POINTING OF THREE (3) FIREHOUSES**

WHEREAS, the Council of the City of Camden authorized the Purchasing Agent to receive sealed proposals and bids on January 25, 2023 in the Council Chambers, City Hall, Camden, New Jersey for the brick pointing of three (3) City of Camden Firehouses; and

WHEREAS, nine (9) bids and proposals were received on January 25, 2023; and

WHEREAS, the Purchasing Agent and the Department of Planning have recommended to the Council of the City of Camden, that the Council award a contract to **Pax Mundus Enterprise, LLC** for an amount not to exceed THREE HUNDRED THIRTY-FOUR THOUSAND EIGHT HUNDRED FORTY-SEVEN DOLLARS (\$334,847.00); and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the capital ordinance budget of the City of Camden under line item(s) "G-BG-F20-003; G-BG-A21-005 & C-04-15-703-907" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the City Council award a contract to **Pax Mundus Enterprise, LLC** for an amount not to exceed THREE HUNDRED THIRTY-FOUR THOUSAND EIGHT HUNDRED FORTY-SEVEN DOLLARS (\$334,847.00) for the Brick pointing of three (3) City of Camden Firehouses, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 11, 2023

TO: City Council  
FROM: (Director Edward C. Williams (Planning and Development))

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the award of a Construction contract to Pax Mundus Enterprise, LLC., 7 Tamaron Ct., Monmouth Junction, New Jersey 08852 for Brickpointing of Three (3) City of Camden Firehouses Bid 23-01.

Point of Contact:	Orion Joyner	Capital Improvements	856.757.7680	Orionj@ci.camden.nj.us
	Name	Department-Division- Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y <i>ES</i>	<i>[Signature]</i>	<i>3/23</i>	
Supporting Department Director (if necessary)				
<del>Director of Grants</del> Management	Y	<i>[Signature]</i>	<i>3/22/23</i>	
Qualified Purchasing Agent	Y	<i>[Signature]</i>	<i>3/24/2023</i>	
Director of Finance	Y	<i>[Signature]</i>	<i>3/24/23</i>	

Approved by:  
Business Administrator

*[Signature]* *3/28*

---

Signature Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)<sup>1</sup>
2. Certification of Funds<sup>2</sup> (N/A)

***“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.***

Received by:  
City Attorney

<sup>1</sup> For Example: Form “A” - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form “D” - Contract Request, Form “E” - Creation/Extension of Services, Form “G” - Grant Approval, Form “H” - Bond Ordinance or Contract Request, Form “I”, “Best Price Insurance Contracting” Model Ordinance

<sup>2</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the award of a Construction contract to Pax Mundus Enterprise, LLC., 7 Tamaron Ct., Monmouth Junction, New Jersey 08852 for Brickpointing of Three (3) City of Camden Firehouses. At the following locations: 1115 Kaighn Avenue (Squad 7), 2500 Morgan Blvd. (Engine 10) and 905 N. 27<sup>th</sup> Street (Engine 11).

On January 25, 2023, The Division of Capital Improvements, in conjunction with Purchasing Bureau advertised a bid for Brickpointing of Three (3) Camden City Firehouses. Bid 23-01

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- The work consist of rehabilitation of exterior brick wall and associated elements including but not limited to brick repointing, masonry unit replacement/repair, joint fill/sealant, surface preparation, glass block replacement.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:**

Main Bid – 115 Kaighn Ave. (Squad 7)	\$154,212.00
Alt Bid No. 1 – 2500 Morgan Blvd. (Engine 10)	\$124,325.00
Alt Bid No. 2 – 905 N. 27 <sup>th</sup> Street (Engine 11)	<u>\$ 56,310.00</u>
	<b>\$334,847.00</b>

**IMPACT STATEMENT:**

- Approval will allow construction/improvements of three (3) historic buildings

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

**APPROPRIATION ACCOUNT (S):** G-BG- -F20-003  
G-BG- -A21-005  
C-04-15-703-907

**Prepared by:**

Stephanie Walker

856.757.7680 Stwalker@ci.camden.nj.us

Name

Phone/Email

**CITY OF CAMDEN**

**CERTIFICATION AS TO THE AVAILABILITY OF FUNDS**

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: PAX MUNDUS ENTERPRISE

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

• BUDGET APPROPRIATION: G-BG- F20-003 , G-BG-A21-005,C-04-15-703-907  
AMOUNT: \$ 334,847.00

APPROPRIATION RESERVE:  
AMOUNT: \$

• DEDICATED BY RIDER:  
AMOUNT: \$

• RESERVE FOR STATE AND FEDERAL GRANT:  
AMOUNT: \$


• CAPITAL ORDINANCE  
AMOUNT: \$

• TRUST ACCOUNT:  
AMOUNT: \$

**DETERMINATION OF VALUE CERTIFICATION**

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE \$ 334,847.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT TO PAX MUNDUS ENTERPRISE, LLC. 7 TAMARON CT., MONMOUTH JUNCTION, NEW JERSEY 08852 FOR BRICKPOINTING OF THREE (3) CITY OF CAMDEN FIREHOUSES BID 23-01 .

  
\_\_\_\_\_  
Gerald C. Seneski  
*Director of Finance*  
Date: 3/29/23

**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	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	PAX MUNDUS
Purpose or Need for service:	BRICKPOINTING FOR CITY OF CAMDEN FIREHOUSES – 1115 KAIGHN AVE (\$154,212) 2500 MORGAN (\$124,325.) & 905 N 27 <sup>TH</sup> (\$56,310.00)
Contract Award Amount	\$334,847.00
Term of Contract	90 DAYS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	BID #23-01
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.

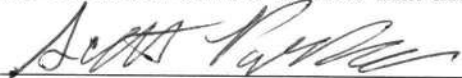
---

	Date _____
Mayor's Signature*	
	Date _____
Business Administrator/Manager Signature	



\_\_\_\_\_  
\*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 Financial Officer affirms that there is adequate funding available for this action.

  
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.

N/A BID #23-01 Date 3/27/23  
Certifying Officer

**For LGS use only:**

Approved  Denied \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

## Bureau of Grants Management Grant Summary Form

Initial Report _____	Revised Report x _____	Closing Report _____
Grant Status Code: <u>  G  </u>		
(green-g, yellow-y, red-r)		

Department:   Planning & Development  

Grant Administrator: \_\_\_\_\_ Grant Administrator # \_\_\_\_\_

Grant/Project Name:		Fire House Rehab – 1115 Kaighn Avenue, 2500 Morgan Boulevard; 905 North 27 <sup>th</sup> Street			
Grant #:					
City Contract Date:		City Contract #:			
Application Resolution #:		Appropriation Code		G-BG-F20-003 - \$203,461.60 G-BG-A21-005 - \$368,113.60 Tbd: \$75,000	
Funding Source:		Community Development Block Grant (CDBG) Capital Improvements			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$646,575.20			
Local Match:	Y	N	Cash:		In-Kind:
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:		1115 KAIGHN AVE CAMDEN NJ 08104	
Date of Analysis:		03/24/2021		Reviewed By: JOHANNA HERRERA-RODRIGUEZ/Kelly Mobley	

**Summary:**

22-Mar-23: The Department of Planning and Development – Division of Capital Improvements is processing a resolution for council authorization to award a \$334,847 contract to Pax Mundus Enterprise, LLC. Vendor was selected through Bid No. 23-01. Funding will be utilized through the City's CDBG Program for FY20 & FY21. Work will include, brick repointing, masonry unit replacement/repair, joint fill/sealant, surface preparation, and glass block replacement. Special note: Engine 11 will be paid through a capital account. This location was not designated for brick pointing with CDBG Funding.

12-Jan-23: The Department of Planning and Development – Division of Capital Improvements is processing requisition #23-00104 for the purpose of procuring brick pointing quotes for services at the following locations:

1115 Kaighn Avenue – Squad 7  
2500 Morgan Boulevard – Engine 10  
905 N, 27<sup>th</sup> Street – Engine 11

Please note that the funds for 905 N 27<sup>th</sup> Street have not been setup in Edmunds; however funding in the amount of \$75,000 is available for use.

03/24/2021- The Department of Finance – Bureau of Grants Management is processing requisition #C2100381 for JJM Plumbing Company in the amount of \$3,924.00. Request is for Rehabilitation work

# 23-01 - BRICKPOINTING OF CAMDEN CITY FIREHOUSES

Opening Date: January 25, 2023 2:00 PM

Closing Date: February 28, 2023 11:00 AM

## Vendor Details

Company Name: PAX MUNDUS ENTERPRISE LLC  
Does your company conduct business under any other name? If yes, please state: New Jersey  
Address: 7 Tamaron Ct  
Monmouth Junction, New Jersey 08852  
Contact: Imran Chaudry  
Email: paxmundus@outlook.com  
Phone: 609-373-6227  
Fax: 609-373-6227  
HST#: [REDACTED]

## Submission Details

Created On: Monday February 27, 2023 12:45:51  
Submitted On: Tuesday February 28, 2023 09:11:25  
Submitted By: Imran Chaudry  
Email: paxmundus@outlook.com  
Transaction #: d3e3fba8-63fe-4bc1-b1b4-c73ab6314809  
Submitter's IP Address: [REDACTED]

---

**Schedule of Prices**

The Respondent hereby Bids and offers to enter into the Contract referred to and to supply and perform all or any part of the Work which is set out or called for in these specifications, at the unit prices, and/or lump sums, hereinafter stated.

\*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0 00 dollar value.

**Main Bid - 1115 Kaighn Avenue (Squad 7)**

By responding to this solicitation, vendor declare(s) that he (it, they) has (have) carefully examined the Advertisement, Proposal, Information for Bidders, General Conditions, Construction Specifications, Supplementary Specifications, and Bond for the Project named above; that he (it, they) has (have) carefully examined the sites of the Project, and that he (it, they) will contract to carry out and complete said Project, as specified and delineated at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the quantities stated in this Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

Bids will be compared on the basis of the TOTAL AMOUNT OF THE BASE B D plus any combination of the ALTERNATES as determined by the City of Camden.

Where the price in figures differs from the price in words, the price in words will be accepted as the amount bid and amounts computed and adjusted accordingly.

Estimated quantities where given, are approximate and are for the purpose of rating the proposals only.

The Owner reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated.

Furthermore, the Owner reserves the right to omit in its entirety any one or more items of this Contract without forfeiture of Contract or claims for loss of anticipated profits or any other claims by the Contractor on account of such omissions.

The bidder, by submitting a response to this solicitation, hereby agrees to complete all of the work shown or specified within Contract Time: **90 Calendar Days** from the date of the receipt of written notice to begin work, and (it, they) further agree(s) that the City may retain from the monies that are or may become due for each and every day, where the completion of the work may be delayed as stipulated below:

**Schedule of Liquidated Damages:**

One (1) to Fifteen (15) Days: **\$500 per calendar day**  
 Sixteen (16) to Thirty (30) Days: **\$1,000.00 per calendar day**  
 Greater Than Thirty (30) Days: **\$2,000.00 per calendar day**

And such amount so to be retained, is hereby agreed to be for the costs of the inspection and Engineering as liquidated damages accruing to the City of Camden incident to such delay. Also, refer to the General Conditions.

Item	Description	Units	Est. Qty	Unit Price in Numerals *	Unit Price in words dollars and cents *	Total Item Price in numerals
A.	Replace/Repair Masonry Units (If and where required)	EA	100	\$89.0000	Eighty Nine and 00/100	\$ 8,900 00
B.	Brick Repointing	S.F.	7000	\$20.0000	Twenty and 00/100	\$ 140,000 00
C.	Limestone band pointing	LS	1	\$1,687 0000	One Thousand Six Hundred Eighty Seven and 00/100	\$ 1,687 00
D.	Caulk Windows	Ea	25	\$145.0000	One Hundred Forty Five and 00/100	\$ 3,625 00
Subtotal						\$ 154,212 00

**Alternate Bid No. 1 - 2500 Morgan Boulevard (Engine 10)**

By responding to this solicitation, vendor declare(s) that he (it, they) has (have) carefully examined the Advertisement, Proposal, Information for Bidders, General Conditions, Construction Specifications, Supplementary Specifications, and Bond for the Project named above; that he (it, they) has (have) carefully examined the sites of the Project, and that he (it, they) will contract to carry out and complete said Project, as specified and delineated at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the quantities stated in this Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

Bids will be compared on the basis of the TOTAL AMOUNT OF THE BASE B D plus any combination of the ALTERNATES as determined by the City of Camden.

Where the price in figures differs from the price in words, the price in words will be accepted as the amount bid and amounts computed and adjusted accordingly.

Estimated quantities where given, are approximate and are for the purpose of rating the proposals only.

The Owner reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated.

Furthermore, the Owner reserves the right to omit in its entirety any one or more items of this Contract without forfeiture of Contract or claims for loss of anticipated profits or any other claims by the Contractor on account of such omissions.

The bidder, by submitting a response to this solicitation, hereby agrees to complete all of the work shown or specified within Contract Time: **90 Calendar Days** from the date of the receipt of written notice to begin work, and (it, they) further agree(s) that the City may retain from the monies that are or may become due for each and every day, where the completion of the work may be delayed as stipulated below:

**Schedule of Liquidated Damages:**

One (1) to Fifteen (15) Days: **\$500 per calendar day**  
 Sixteen (16) to Thirty (30) Days: **\$1,000.00 per calendar day**  
 Greater Than Thirty (30) Days: **\$2,000.00 per calendar day**

And such amount so to be retained, is hereby agreed to be for the costs of the inspection and Engineering as liquidated damages accruing to the City of Camden incident to such delay. Also, refer to the General Conditions.

Item	Description	Units	Est. Qty	Unit Price in Numerals *	Unit Price in words dollars and cents *	Total Item Price in numerals
A.	Replace/Repair Masonry Units (If and where required)	EA	50	\$89.0000	Eighty Nine and 00/100	\$ 4,450 00
B.	Brick Repointing	S.F.	5000	\$20.0000	Twenty and 00/100	\$ 100,000 00
C.	Limestone band pointing	LS	1	\$1,250 0000	One Thousand Two Hundred Fifty and 00/100	\$ 1,250 00
D.	Caulk Windows	Ea	25	\$145.0000	One Hundred Forty Five and 00/100	\$ 3,625 00
E.	Repair/Rebuild Brick Chimney	LS	1	\$15,000.0000	Fifteen Thousand and 00/100	\$ 15,000 00
Subtotal:						\$ 124,325 00

**Alternate Bid No. 2 - 905 N. 27th Street (Engine 11)**

By responding to this solicitation, vendor declare(s) that he (it, they) has (have) carefully examined the Advertisement, Proposal, Information for Bidders, General Conditions, Construction Specifications, Supplementary Specifications, and Bond for the Project named above; that he (it, they) has (have) carefully examined the sites of the Project, and that he (it, they) will contract to carry out and complete said Project, as specified and delineated at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the quantities stated in this Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

Bids will be compared on the basis of the TOTAL AMOUNT OF THE BASE B D plus any combination of the ALTERNATES as determined by the City of Camden.

Where the price in figures differs from the price in words, the price in words will be accepted as the amount bid and amounts computed and adjusted accordingly.

Estimated quantities where given, are approximate and are for the purpose of rating the proposals only.

The Owner reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated.

Furthermore, the Owner reserves the right to omit in its entirety any one or more items of this Contract without forfeiture of Contract or claims for loss of anticipated profits or any other claims by the Contractor on account of such omissions.

The bidder, by submitting a response to this solicitation, hereby agrees to complete all of the work shown or specified within Contract Time: **90 Calendar Days** from the date of the receipt of written notice to begin work, and (it, they) further agree(s) that the City may retain from the monies that are or may become due for each and every day, where the completion of the work may be delayed as stipulated below:

**Schedule of Liquidated Damages:**

One (1) to Fifteen (15) Days: **\$500 per calendar day**  
 Sixteen (16) to Thirty (30) Days: **\$1,000.00 per calendar day**  
 Greater Than Thirty (30) Days: **\$2,000.00 per calendar day**

And such amount so to be retained, is hereby agreed to be for the costs of the inspection and Engineering as liquidated damages accruing to the City of Camden incident to such delay. Also, refer to the General Conditions.

Item	Description	Units	Est. Qty	Unit Price in Numerals *	Unit Price in words dollars and cents *	Total Item Price in numerals
A.	Replace/Repair Masonry Units (If and where required)	EA	50	\$89.0000	Eighty Nine and 00/100	\$ 4,450 00
B.	Brick Repointing	S.F.	2000	\$20.0000	Twenty Thousand and 00/100	\$ 40,000 00
C.	Brick Repointing (Hose Tower)	S.F.	250	\$25.0000	Twenty Five and 00/100	\$ 6,250 00
D.	Limestone band pointing	LS	1	\$1,500 0000	One Thousand Five Hundred and 00/100	\$ 1,500 00
E.	Caulk Windows	Ea	25	\$145.0000	One Hundred Forty Five and 00/100	\$ 3,625 00
F.	Caulk Door Frames	LS	1	\$485.0000	Four Hundred Eighty Five and 00/100	\$ 485 00
Subtotal:						\$ 56,310 00

## Summary Table

Bid Form	Amount
Alternate Bid No. 1 - 2500 Morgan Boulevard (Engine 10)	\$ 124,325.00
Alternate Bid No. 2 - 905 N. 27th Street (Engine 11)	\$ 56,310.00
Subtotal Contract Amount:	\$ 180,635.00

## Bid Questions

Please ensure you have fully read the bid document and addenda (if applicable) prior to submitting your question(s) through bids&tenders. Upon submitting your question(s) you will receive an onscreen confirmation message which acknowledges receipt of your question(s). Your question(s) may be responded to through an upcoming addendum.

The Owner shall not be responsible for responding to questions that are sent other than this method. The Owner may not respond to questions received after the Deadline for Questions, as defined in the bid document. No such communications are to be directed to anyone other than the Procurement Representative. The Owner is under no obligation to provide additional information, and the Owner is not responsible for any information provided by or obtained from any source other than the Procurement Representative.

**All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets that you can upload in the documents section of this platform. The bidder may submit any additional information he/she desires.**

Name of Bidder.	Pax Mundus Enterprise LLC
Permanent main office address, telephone number & email address.	7 Tamaron Court, Monmouth Junction, NJ 08852 Phone: (609)373-6227 Paxmundus@outlook.com
When organized and if a corporation, where incorporated.	2008, NJ
Provide proof of all licenses, permits, and similar authorizations issued by federal, state, and local government agencies to Bidder and all its subcontractors, which will be used in performing the obligations under the Contract	See attached
How many years have you been engaged in the work requested in this contract under your present firm or trade name.	15 years
How many years have you been engaged in the work requested in this contract under your present firm or trade name.	15 years
General character of work performed by you.	Masonry
Have you ever failed to complete any work awarded to you? If so, where and why?	No
Have you ever defaulted on a contract? If so, where and why?	No
List your major equipment for the use of this contract and whether leased or owned.	Scaffolding, Powertools
Provide name, address, description, dollar amount and dates of the last three (3) jobs in similar scope and scale as these bid specifications. Job Reference #1	See attached
Provide name, address, description, dollar amount and dates of the last three (3) jobs in similar scope and scale as these bid specifications. Job Reference #2	See attached
Provide name, address, description, dollar amount and dates of the last three (3) jobs in similar scope and scale as these bid specifications. Job Reference #3	See attached
Do you have a federally approved or sanctioned Affirmative Action Program? (Yes or No)	No
Do you have a Certificate of Employee Information Report? (Yes or No) If yes, upload a copy of the certificate in the Document Uploads area.	Yes
Federal Tax ID (via a fully completed W9 form)	See attached documents

## SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY OF WORK

- A. Project:
- B. Owner:

1. The work consists of rehabilitation of exterior brick wall and associated elements including but not limited to brick repointing, masonry unit replacement/repair, joint fill/sealant, surface preparation, glass block replacement.

#### 1.2 WORK RESTRICTIONS

- A. Contractor's Use of Premises: The building will be in use and occupied during construction activities. This contractor shall take necessary precautions to protect the public and occupants from all construction, demolition operations. Contractor's use of premises is also limited by Owner's right to perform work or employ other contractors on portions of Project.
  1. Perform construction only during normal working hours, unless otherwise authorized in advance by Owner.
  2. Clean up work areas and return to a useable condition at the end of each work period.

END OF SECTION

Certificate Number  
691905

Registration Date: 01/03/2022  
Expiration Date: 01/02/2024



State of New Jersey  
Department of Labor and Workforce Development  
Division of Wage and Hour Compliance  
Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):  
Imran Chaudry, Member

PAX MONUMENTAL ENTERPRISE LLC  
**2022**

Handwritten signature of Robert Asaro-Angelo in black ink.

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



Certificate Number  
67421

Registration Date: 05/03/2022  
Expiration Date: 05/02/2024



# State of New Jersey


## Department of Labor and Workforce Development Division of Wage and Hour Compliance Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**Responsible Representative(s):**  
Gangadhar Ready, Vice-President

**Responsible Representative(s):**  
Mohammad Chaudry, Principal

# All Public Works Contractors 2022

  
Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PAX MUNDUS ENTERPRISE  
**Trade Name:**  
**Address:** 7 TAMARON COURT  
MONMOUTH JUNCTION, NJ 08852-2967  
**Certificate Number:** 1545250  
**Effective Date:** February 24, 2010  
**Date of Issuance:** March 21, 2023

**For Office Use Only:**  
20230321121102530

**23-01 - BRICKPOINTING OF CAMDEN CITY FIREHOUSES - FEBRUARY 28, 2023 OPENING DATE**

	PAX MUNIUS ENTERPRISE LLC Submission 1 Total	Gassis Global Investments LLC Submission 1 Total	GM Builders Group Submission 1 Total	Robert Michaels & Associates, Inc Submission 1 Total	A1 Construction Service Inc Submission 1 Total
<b>Vendor:</b>					
Main Bid - 1115 Kaighn Avenue (Squad 7)	\$154,212.00	\$162,375.00	\$207,500.00	\$203,050.00	\$209,750.00
Alternate Bid No. 1 - 2500 Morgan Boulevard (Engine 10)	\$124,325.00	\$136,875.00	\$135,750.00	\$154,500.00	\$177,500.00
Alternate Bid No. 2 - 905 N. 27th Street (Engine 11)	\$56,310.00	\$85,125.00	\$79,000.00	\$69,600.00	\$121,500.00
<b>Subtotal Contract Amount:</b>	<b>\$334,847.00</b>	<b>\$384,375.00</b>	<b>\$422,250.00</b>	<b>\$427,150.00</b>	<b>\$508,750.00</b>

	Duall Building Restoration Inc. Submission 1 Total	Ocean Construction, LLC Submission 1 Total	Jones Masonry Restoration Corp. Submission 1 Total	Watts Restoration Co., Inc. Submission 1 Total	Premier Building Restoration Inc Submission 1 Total
<b>Vendor:</b>					
Main Bid - 1115 Kaighn Avenue (Squad 7)	\$252,000.00	\$220,525.00	\$276,000.00	\$269,900.00	\$371,983.95
Alternate Bid No. 1 - 2500 Morgan Boulevard (Engine 10)	\$187,400.00	\$225,980.00	\$203,250.00	\$241,900.00	\$272,984.92
Alternate Bid No. 2 - 905 N. 27th Street (Engine 11)	\$85,450.00	\$91,765.00	\$93,250.00	\$99,125.00	\$143,769.54
<b>Subtotal Contract Amount:</b>	<b>\$524,850.00</b>	<b>\$538,270.00</b>	<b>\$572,500.00</b>	<b>\$610,925.00</b>	<b>\$788,738.41</b>

## Lateefah Chandler

---

**From:** Dwaine Williams  
**Sent:** Tuesday, March 21, 2023 12:44 PM  
**To:** Lateefah Chandler; Orion Joyner  
**Cc:** Howard McCoach; Daniel S. Blackburn; Amia Valentine  
**Subject:** AARC Recommend Contract #23-01 Award

All,

At the March 16, 2023 AARC scheduled meeting, Bid #23-01 Repointing Bricks at various City Firehouses was agreed to by the AARC recommending award a construction contract to Paw Mundus, LLC.. Based on documents reviewed by AARC members, contractor, Paw Mundus LLC. met the regulations of Chapters 14 & 33 at time of bid submission.

Thanks  
Dwaine

BID #23-01 BRICKPOINTING OF CAMDEN CITY FIREHOUSES

FEBRUARY 28, 2023

SIGN ON SHEET

Company Name	Primary Contact	Email	Submission Status
A1 Construction Service Inc	Riaz, Abid	ac@a1constructionsservice.com	Submitted  Tue Feb 28, 2023 10:43:50 AM
ABC GENERAL CONSTRUCTION NY INC.	AHMED, NAZIR	NAZIR3190@GMAIL.COM	Incomplete
Construction Bid Source	R, Angela	angela@constructionbidsource.com	Registered
Duall Building Restoration Inc.	Atkinson, Robert	bob@duallbuilding.com	Submitted  Mon Feb 27, 2023 5:11:41 PM
Gassis Global Investments LLC.	Gassis, Eletherios	e.gassis@gassisglobal.com	Submitted  Tue Feb 28, 2023 9:01:04 AM
GM Builders Group	Nawaz, Usman	ali@mmcontech.com	Submitted  Mon Feb 27, 2023 2:21:16 AM
Jones Masonry Restoration Corp.	Nacci, Gary	gary@jmmpa.com	Submitted  Tue Feb 28, 2023 10:34:55 AM
Levy Construction Co Inc	Levy, Josh	josh@levyconstruction.com	Registered
Madina Restoration Inc	Malik, Ali	madinacorp1@gmail.com	Incomplete
Ocean Construction, LLC	Gionfriddo, Mare	mareg@oceanconst.com	Submitted  Fri Feb 24, 2023 11:44:19 AM
Old Philadelphia Associates Inc	Miller, Michael	mike@oldphila.com	Registered
PAX MUNDUS ENTERPRISE LLC	Chaudry, Imran	paxmundus@outlook.com	Submitted  Tue Feb 28, 2023 9:11:25 AM
Preferred Masonry Restoration, Inc	Neas, Bob Preferred Masonry Restoration	bneas@preferredmasonry.com	Registered
Premier Building Restoration Inc	Feinberg, Matthew	matt@premierbuildingrestoration.com	Submitted  Tue Feb 28, 2023 10:36:18 AM
Robert Michaels & Associates, Inc	Campbell, Bill	bcampbell@robertmichaelsinc.com	Submitted  Tue Feb 28, 2023 10:25:04 AM
Watts Restoration Co., Inc.	Kelly, Cathy	ckelly@wattsrestoration.com	Submitted  Mon Feb 27, 2023 2:41:45 PM

DB:dh  
04-11-23

**RESOLUTION AUTHORIZING THE PREPARATION OF AN APPLICATION  
TO THE STATE OF NEW JERSEY DEPARTMENT OF AGRICULTURE,  
BUREAU OF CHILD NUTRITION FOR THE  
2023 SUMMER FOOD SERVICE PROGRAM**

WHEREAS, the City of Camden desires to apply for and obtain a grant from the New Jersey Department of Agriculture, Bureau of Child Nutrition for the provision of breakfast and lunch services during the City of Camden's 2023 Summer Food Service Program in the amount of \$245,769.19; now, therefore


BE IT RESOLVED, by the City Council of the City of Camden that the City does hereby authorize the proper officials of the City of Camden to submit an application for a grant from the New Jersey Department of Agriculture, Bureau of Child Nutrition for the provision of breakfast and lunch services during the City of Camden's 2023 Summer Food Service Program in the amount of \$245,769.19 in accordance with all pertinent terms, conditions and requirements which may be established for such application.

BE IT FURTHER RESOLVED, that the proper officials of the City of Camden are hereby authorized to execute all documents related to said application.

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: April 11, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

April 11, 2023

COUNCIL MEETING DATE: MARCH 14, 2023

TO: City Council  
FROM: Almar Dyer, Acting Director of Human Services

**TITLE OF ORDINANCE/RESOLUTION:** "Resolution applying for a grant from the State of New Jersey Department of Agriculture, Bureau of Child Nutrition in the amount of **\$245,769.19** for the 2023 Summer Food Service Program."

Point of Contact:	<b>Janean Gooden</b>	<b>Human Services</b>	<b>X6406</b>	jagooden@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y			
Supporting Department Director (if necessary)	Y			
Director of Grants Management	Y		3/24/23	
Qualified Purchasing Agent	Y			
Director of Finance	Y		3/24/23	
Approved by: Business Administrator			3/28	
		Signature	Date	

Attachments (list and attach all available):

1. N/A
- 2.
- 3.

**"Walk-on" note:** All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.

Received by:  
City Attorney

Signature	Date
-----------	------

CITY OF CAMDEN GRANTS MANAGEMENT 2023 MAR 24 AM 11:25

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** "Resolution applying for a grant from the State of New Jersey Department of Agriculture, Bureau of Child Nutrition in the amount of **\$245,769.19** for the 2023 Summer Food Service Program."

**FACTS/BACKGROUND:**

This resolution will provide funding for the Department of Human Service to implement its 2023 Summer Food Service Program. This program provides breakfasts and lunches to youth under 18 years of age throughout the City of Camden.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:**

**IMPACT STATEMENT:**

Provision to apply, accept and insert 2023 Grant for Summer Food Service Program (SFSP).

The 2023 Summer Food Service Program (SFSP) provides free, nutritious meals and snacks to help children in low-income areas get the nutrition they need to learn, play and grow throughout the summer months when they are out of school.

- Funding pays for pre-packaged delivered meals (breakfast & lunch)
- Staffing for operate (6) Recreation Sites, and (16) feeding sites. Approximately 20-25 sites sponsored by the city to feed youth 18 and under.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Name, Organization 1.
  - Attendance: (Y/N/Tentative). Confirmed?
- Name, Organization 2.
  - Attendance: (Y/N/Tentative). Confirmed?
- Additional as required...

**COORDINATION:**

Prepared by:

**Janean L. Gooden**

**X6406**

---

Name

Phone/Email



STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS

DIVISION OF LOCAL GOVERNMENT SERVICES  
GRANT APPROVAL 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.

**PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT OF THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION AND GRANT AWARD LETTER.**

Provision to apply, accept and insert 2023 Grant for Summer Food Service Program (SFSP).

The 2023 Summer Food Service Program (SFSP) provides free, nutritious meals and snacks to help children in low-income areas get the nutrition they need to learn, play and grow throughout the summer months when they are out of school.

- Funding pays for pre-packaged delivered meals (breakfast & lunch)
- Staffing for operate (6) Recreation Sites, and (16) feeding sites.  
Approximately 20-25 sites sponsored by the city to feed youth 18 and under.

Information of key municipal employee or agent applying for grant and responsible for its use:

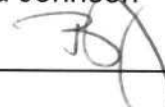
Name	Almar Dyer
Title	Director of Human Services
Telephone Number	856-757-7285
Email	AlDyer@ci.camden.nj.us

Initial Report  Revised Report  Closing Report   
**Bureau of Grants Management Grant Summary Form**  
**Grant Status Code: G**  
(green - g; yellow - y; red - r)

Department: Department of Human Services

Grant Analyst: Janean Gooden

Contact #: 856-968-6406

Grant/Project Name:		2023 Summer Food Service Program (Apply)					
Grant #:							
City Contract Date:				City Contract #:			
Application Resolution #:				Appropriation Code:			
Funding Source:		State of New Jersey-Department of Agriculture/Division of food and Nutrition					
Pass Through:				Source:			
Amount of Grant:							
Local Match:		Y	N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:				Accepting Grant Resolution # MC:			
Term of Grant:		10-1-2023 – 09-30-202		Location of Activity:		Camden City	
Date of Analysis:		March 24, 2023		Reviewed By:		Barbara Johnson 	

**Summary:** The Department of Human Services is requesting authorization to apply and submit an application to the New Jersey of Agriculture – Bureau of Child Nutrition for the 2023 Summer Food Service Program.

The Summer Food Service Program is a program that provides Summer Recreation/SFSP program to the Youth in Camden, NJ. The grant allows the city to provide free pre-packaged breakfast and lunch for youth up to age 18 years old and for staff to operate a full day Summer Recreation Program. Providing free meals to approximately 20-25 sites for over 1000 youth that reside in the City of Camden.

**Time Lines:** Program will start on June 26, 2023 and end on August 18, 2022.

**Problematic Areas/Recommendations** I see no problems with the Department applying for this Grant to services the Youth of the City of Camden.

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

Projected estimated funding for 2023 SFSP program is \$245,769.19

- Applied for advance funding of July of 2023
- Reimbursement is based on actual meals served during the duration of program June 26, 2023 to August 18, 2023

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

Funding comes from NJDA. This grants enhances our current programs that provides a Safe Haven for youth enrolled in summer time/out-of-school time activities.

\_\_\_\_\_  
Mayor's Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Business Administrator/Manager Signature

Date \_\_\_\_\_

Name, email and fax of contact person for this form:

\_\_\_\_\_

**For LGS use only:**

Approved

Denied

\_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Date \_\_\_\_\_

Number Assigned \_\_\_\_\_

# Summer Food Service Program - Application

My Account

## Sponsor Management Plan - 2023

City of Camden - 07200012	Section Status: <b>Submitted</b>
---------------------------	----------------------------------

### Other USDA Programs

Enter other USDA Programs you participate in *during the Summer months*

None

- School Breakfast Program     
  Child and Adult Care Food Program     
  Special Milk Program     
  National School Lunch Program/SFA  
 At Risk

### Dates of Operation

Enter your dates of operation:

Begin:      
 End:

Enter your operating days each month. The total # of days will tally automatically

October	November	December	January	February	March	April
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
May	June	July	August	September	Total Days	
<input type="text" value="0"/>	<input type="text" value="5"/>	<input type="text" value="19"/>	<input type="text" value="14"/>	<input type="text" value="0"/>	<input type="text" value="38"/>	

### Advance Funding

Select if you are requesting advance funding or not and if so for which month(s)      Yes  No

Check applicable month(s) of advance funding requested:      July  August

### Staff Training

Each sponsor must provide annual training for all their food services and administrative personnel involved with the Summer Food Service Program. Written documentation of these sessions must be maintained on file for review during the administrative review. Complete all sections in the chart.

Required Topics	Name of the Trainer	Date of Training	Place of Training
<b>Seriously Deficient</b> (Apply to all)	Forrest Gibbs	<input type="text" value="06/06/2023"/>	N. Camden Gym, 1000 N. E
<b>State Violation</b>	Forrest Gibbs	<input type="text" value="06/06/2023"/>	N. Camden Gym, 1000 N. E
<b>Program Overview</b>	Forrest Gibbs	<input type="text" value="06/06/2023"/>	N. Camden Gym, 1000 N. E
<b>Program Operation</b>	Forrest Gibbs	<input type="text" value="06/06/2023"/>	N. Camden Gym, 1000 N. E
<b>Record Keeping</b>	Forrest Gibbs	<input type="text" value="06/06/2023"/>	N. Camden Gym, 1000 N. E
<b>Job Responsibilities</b>	Forrest Gibbs	<input type="text" value="06/06/2023"/>	N. Camden Gym, 1000 N. E
<b>Monitoring Procedures</b>	Forrest Gibbs	<input type="text" value="06/06/2023"/>	N. Camden Gym, 1000 N. E

### Program Records

List the person(s) responsible for the program records listed below.

Required Records	Compliance	Name of the Person Responsible
<b>Approved Menus</b> (Apply to all)	<b>Monitors for Substitutions</b>	Forrest Gibbs
<b>Meal Counts</b>	<b>Taken at the Point of Each Meal Service</b>	Forrest Gibbs
<b>Monitoring</b>	<b>First Week, Fourth Week</b>	Forrest Gibbs

### Maintenance of Program Cost Records

List the supportive source documentation your sponsor will maintain for all program costs.

Required Records	Type of Documentation
<b>Food Purchases</b> (Apply to all)	Purchase Order, Invoice, Delivery Tickets
<b>Non-Food Supplies</b>	Purchase Order, Invoice,
<b>Delivery Slips</b>	Signed, Detailed & Itemized slip provided by vendor
<b>Food Service Operational Cost</b>	Purchase Order, Invoice, time sheets, payroll data sheet
<b>Administrative Costs</b>	Purchase Order, Invoice, time sheets, payroll data sheet
<b>Net Cash Resource Schedule</b>	budget account audit trail from MCS System

### Disclosure of Lobbying Activities

Indicate whether your sponsor participates in lobbying activities pursuant to 31 U.S.C. 1352  Yes  No

### Documents

Search:

Type	File Name	Uploaded Date & Time	Uploaded By	Status
Letter to Health Department	<a href="#">2023 Health Dept Letter.pdf</a>	03/15/2023 12:54:42	Janean Gooden	Saved
Letter to Health Department	<a href="#">2023 SCHEDULE A HEALTH DEPT.pdf</a>	03/15/2023 13:10:05	Janean Gooden	Saved
Public Announcement - News Release	<a href="#">2023 Notice to Community.pdf</a>	03/15/2023 13:37:53	Janean Gooden	Saved
Schedule C-Menu	<a href="#">2023 SCHEDULE C MENU 3 1 23.docx</a>	03/15/2023 13:40:28	Janean Gooden	Saved

I certify that to the best of my knowledge, the information on the Sponsor Management Plan is true and correct in all aspects, and records are available to support the information provided on this form. Prior written approval of any budgetary amendments by the sponsor must be received in writing from the State agency. I understand that this information is being given in connection with the receipt of Federal funds, and that deliberate misrepresentation or withholding of information may result in prosecution under applicable State and Federal statutes. I agree to accept final administrative and financial responsibility for all program operations at all approved sites.

[← Back to Application Summary](#)

# Summer Food Service Program - Application

[My Account](#)

## Budget - Summer 2023

City of Camden - 07200012 Section Status: **Submitted**

Site Code/Name	Total Meal Service Days	Estimated Number of Meals					Total Estimated Operating Reimbursement	Total Estimated Administrative Reimbursement
		Breakfast	AM Snack	Lunch	PM Snack	Dinner		
2925 / N. Camden Gym Rec	38	65		65			\$17,413.50	\$1,463.48
2946 / Cramer Hill Center	38	25		25			\$6,697.50	\$562.88
2958 / Isabel Miller Recreation	38	50		50			\$13,395.00	\$1,125.75
2966 / ML King Center - Recreation	38	30		30			\$8,037.00	\$675.45
2997 / Whitman Park Watertower	38	40		40			\$10,716.00	\$900.60
2999 / Malandra Hall Recreation	38	70		70			\$18,753.00	\$1,576.05
3010 / Northgate 1 Residents	38	50		50			\$13,395.00	\$1,125.75
3129 / CHA - Ablett Village	38	20		20			\$5,358.00	\$450.30
3144 / CHA - Roosevelt Manor	38	20		20			\$5,358.00	\$450.30
3158 / St. Pauls Church	15	60		60			\$6,345.00	\$533.25
3531 / Puerto Rican Unity for Progress (PRUP)	24	25		25			\$4,230.00	\$355.50

Site Code/Name	Total Meal Service Days	Estimated Number of Meals					Total Estimated Operating Reimbursement	Total Estimated Administrative Reimbursement
		Breakfast	AM Snack	Lunch	PM Snack	Dinner		
3545 / Islamic Study Center	38	60		60			\$16,074.00	\$1,350.90
3557 / Camden Kids Academy Summer Camp	38	125		12			\$33,317.26	\$2,799.55
3568 / Woodlynne School District	12	120		12			\$10,152.00	\$853.20
3640 / Heaven's Little Angel's Summer Camp	38	50		50			\$13,395.00	\$1,125.75
3648 / Yahweh Child Development Summer Camp	38	40		40			\$10,716.00	\$900.60
3660 / Camp Yahweh	38	30		30			\$8,037.00	\$675.45
22977 / Koinonia Family Life @ Virtua	33	40		40			\$9,306.00	\$782.10
23605 / Police Explorers	18	45		45			\$5,710.50	\$479.93
23791 / LAM Campus Summer Camp Program	26			60			\$6,988.80	\$608.40
24268 / Rising Leaders Global	24			15			\$1,612.80	\$140.40
24272 / Rising Leaders Global (2nd site)	25			15			\$1,680.00	\$146.25
Meal Totals		965	0	1054	0	0		

Site Code/Name	Total Meal Service Days	Estimated Number of Meals					Total Estimated Operating Reimbursement	Total Estimated Administrative Reimbursement
		Breakfast	AM Snack	Lunch	PM Snack	Dinner		
Total Estimated Operating Reimbursement for Year						\$226,687.36		
Total Estimated Administrative Reimbursement for Year							\$19,081.83	

Operational Costs		
Item	Amount	Delete
Food and Related Costs, Supplies and Labor	\$152,829.64	
Food Preparation Facility Expenses	\$74,000.00	
Food Delivery or Transportation of Children to Site		
<b>Total Operational Costs</b>	<b>\$226,829.64</b>	

Administrative Costs	
Item	Amount
Salaries (Director, Monitors and Clerical Support)	\$13,439.55
Office Supplies and Support Expenses	\$4,500.00
Travel (Director and Monitors)	\$1,000.00
Other	
<b>Total Administrative Costs</b>	<b>\$18,939.55</b>

Total Projected Reimbursements			
Item	Operational	Administrative	Total
Total Project SFSP Costs	\$226,829.64	\$18,939.55	\$245,769.19
Total Estimated Reimbursement for all Sites	\$226,687.36	\$19,081.83	\$245,769.19
Excess SFSP Revenue Amount from Prior Program Year or Previous Participation			\$0.00
Projected Balance After Reimbursements			\$0.00

### Excess Reimbursements

If the total estimated SFSP cost is less than the projected/anticipated SFSP reimbursement, then the sponsor must document how they will allocate the additional funds in their food service operation. Food service operations are for the benefit of participating children and all program reimbursement funds are to be used solely for the improvement of such food service. This does not mean the program must break even or operate at a loss, but that all income must be used for the sole purpose of operating a non-profit food service.



Will meals be served to non-program adults?  Yes  No

Will meals be provided at no cost to non-program adults?  Yes  No  Not Applicable

## Miscellaneous

Identify how excess funds will be used:

- Used to improve the meal service or other aspects of the SFSP
- Kept for next year's SFSP operations
- Pay for allowable costs of other child nutrition programs
- Other

## Certification Statement

I certify that to the best of my knowledge, the information on the sponsor budget is true and correct in all aspects, and records are available to support the information provided on this form. Prior written approval of any budgetary amendments by the sponsor must be received in writing from state agency. I understand that this information is being given in connection with the receipt of Federal Funds, and that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes. All receipts, invoices and other evidence of purchase must be retained and available for future audit for a period of five years after the end of the agreement year. I agree to accept final administrative and financial responsibility for all program operations at all approved sites.

[← Back to Application Summary](#)

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[Accessibility Statement](#)

R-34

DB:dh  
04-11-23

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A UTILITY  
ENGINEERING AND CONSTRUCTION AGREEMENT WITH THE STATE OF  
NEW JERSEY FOR THE DESIGN AND CONSTRUCTION OF UECA-8-168  
PAVEMENT-CITY OF CAMDEN WATER SEWER – 103410 PROJECT**

WHEREAS, the Council of the City of Camden by Resolution #R-28 (MC-15:4550) dated August 11, 2015 authorized the execution of a Utility Engineering and Construction Agreement between the City of Camden and the State of New Jersey in connection with the design and construction of UECA-8-168 Pavement-City of Camden Water Sewer – 103410 Project; and

WHEREAS, the Council of the City of Camden by Resolution #R-22 (MC-16:5029) dated May 10, 2016 authorized the Mayor to execute a Utility Engineering and Construction Agreement (UECA-8-168 Pavement-City of Camden Water Sewer-103410) between the NJDOT and the City of Camden, also known as Route 168 Merchant Street to Ferry Avenue Pavement Resurfacing Project; and

WHEREAS, New Jersey Department of Transportation has transitioned to new agreements which incorporate provisions required by and approved by the Federal Highway Administration; and

WHEREAS, the City of Camden desires to enter into the updated Agreement with the New Jersey Department of Transportation for the design and construction of Project Route 168 Merchant Street to Ferry Avenue payment resurfacing located in Audubon Park Borough, Audubon Borough, Haddon Township, City of Camden, Oaklyn Borough, Woodlynne Borough and Camden County and/or relocation of certain public works facilities in connection with the design and construction of UECA-8-168 Pavement-City of Camden water sewer – 103410 Project; and

WHEREAS, the Project may require the construction of new, and/or the protection, relocation and/or adjustment of facilities of the existing water and sewer system which is owned and operated by the City of Camden Department of Public Works; and

WHEREAS, City of Camden Department of Public Works' legal right to occupy public right-of-way, subject to the conditions imposed by the State, is in no way mitigated by this Agreement; and

WHEREAS, City of Camden Department of Public Works is not obligated by State law or agreement to relocate its own facilities at its own expense for this type of Project; and

WHEREAS, the provisions of the State's Accommodation of Utilities with Highway Right-of-Way N.J.A.C. 16:25 and Code of Federal Regulations, 23 C.F.R. 645, Subpart B are applicable; now, therefore

BE IT RESOLVED, the City of Camden does hereby authorize Victor Carstarphen, Mayor of the City of Camden to execute the Utility Engineering and Construction Agreement (UECA-8-168 Pavement-City of Camden Water Sewer-103410) pursuant to the terms of the agreement between the City of Camden and the New Jersey Department of Transportation.

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: April 11, 2023

The above has been reviewed  
and approved as to form.



DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk





# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution Authorizing the Execution of a Utility Engineering and Construction Agreement Between The City of Camden and The State of New Jersey

**FACTS/BACKGROUND:** (Executive level details. Short concise bullets)

- The State is about to undertake the design and construction of Project Route 168 Merchant to Ferry Ave. pavement resurfacing located in Audubon Park Borough, Audubon Borough, Haddon Township, City of Camden, Oaklyn Borough, Woodlyne Borough and Camden County.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** No Cost to the City

### IMPACT STATEMENT:

- What will happen if the City Council approves this legislation? **This would allow the State to address water and sewer infrastructure issues during the State Construction Project.**
- What changes and by how much if the City Council approves this proposal? **There may not be any changes it all depends the condition of the City owned water and sewer infrastructure in the Right-of-Way. The project may require new, and/ or protection, relocation adjustment of facilities of the existing water and sewer system.**
- Why Should the City Council approve this legislation? **This would allow safe travel of motor vehicles within the Right-of Way. Improvement of the existing roadway.**
- What will happen if the City Council does not approve this legislation? **It would limit the State Construction Project designate for Route 168.**

### SUBJECT MATTER EXPERTS/ADVOCATES:

- Name, Organization 1.
  - Attendance: (Y/N/Tentative). Confirmed?
- Name, Organization 2.
  - Attendance: (Y/N/Tentative). Confirmed?
- Additional as required...

### COORDINATION:

- Who is impacted/has action if the legislation is passed? Include Government and Non-Government Entities. **The City of Camden resident and Stakeholders.**

Prepared by: Keith L. Walker

856-757-7139

Kewalker@ci.camden.nj.us

---

Name

Phone/Email

## Angela Watkins

---

**From:** Sharon D. Eggleston  
**Sent:** Monday, February 27, 2023 11:42 AM  
**To:** Keith L. Walker  
**Cc:** Angela Watkins  
**Subject:** NJ DOT request to sign updated UECA for pavement of Rte 168, Camden Water Sewer 103410  
**Attachments:** Dec. 2022 NJDOT UECA ltr.pdf; Resolution Authorizing the Execution of a UECA.pdf; Resolution Authorizing the Mayor to execute a UECA.pdf; Council Request\_Template V1.0.doc  
**Importance:** High

Good Morning Director Walker,

I am sending this e-mail as a follow-up to our conversation of last week, attached is the letter that was sent to you in December. The Agreement will need to be signed by the Mayor, I have attached the new Council Request form that you will need to complete. As a reference, attached are the resolutions that authorized Mayor Redd to sign the Agreement. Please call me with any questions.

Thanks,

*Sharon D. Eggleston*

Asst. City Attorney  
Office of the City Attorney  
City of Camden

Phone: 856-757-7183

City Cell: 856-571-9537

Fax: 856-541-3719

E-Mail: [shmoore@ci.camden.nj.us](mailto:shmoore@ci.camden.nj.us)

### **CONFIDENTIALITY NOTICE**

This e-mail message including attachments, if any, is intended for the person(s) or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Unauthorized use of this e-mail may constitute a violation of federal and state law. Although the City of Camden attempts to sweep e-mails and attachments for viruses, it does not guarantee that either are virus free and accepts no liability for any damage sustained as a result of viruses. Thank you.



## State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY  
*Governor*

DIANE GUTIERREZ-SCACCETTI  
*Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

December 14, 2022

Keith L. Walker, Director  
City of Camden Department of Public Works  
101 Newton Avenue  
Camden, NJ 08102

Re: Rt. 168 Merchant Street to Ferry Ave  
Audubon, Audubon Park, Mount Ephraim,  
Oaklyn, Woodlynne Boroughs, Haddon Twp.  
City of Camden, Camden County  
UECA-08-168 Pavement-City of Camden Water Sewer-103410  
UPC-103410

Dear Mr. Walker:

The New Jersey Department of Transportation is in transition to new agreements approved by the Federal Highway Administration. Currently, the Utility is being asked to simultaneously execute a Municipal Utility Engineering and Construction Agreement (UECA), Utility Engineering and Construction Agreement Municipal Amendment (Amendment) with Exhibits 1-10.

Enclosed herewith are four (4) copies of proposed Utility Engineering and Construction Agreement UECA-08-168 Pavement-City of Camden Water Sewer-103410 covering the understandings between the State of New Jersey Department of Transportation and City of Camden Department of Public Works for the verification, design, protection and/or relocation of certain public works facilities in connection with the design and construction of the above referenced project. We are requesting that your company comply with the Buy America Federal Regulation as stated in the proposed Agreement.

Please take the following actions:

- Have four (4) copies of the Agreement signed, attested to and embossed with your official seal affixed.

- Type or print the name and title of the signer and attester beneath each signature on the Agreement.
- Complete the Vendor Identification Verification form. If the name of the "Utility" provided on the Verification form is not identical to the name of the "Utility" shown on the first paragraph of the Agreement, please make changes to the Agreement so that they **exactly match**.
- Prepare a resolution authorizing execution of this Agreement. Said resolution must have Original Signatures & Seal Verify that the Delegated Authority in the Resolution is the same Authority on the Agreement. Please identify the signer of the Agreement by name. *(Municipalities only)*
- Return three (3) signed and attested copies of the Agreement to this office. The fourth copy is for your file.
- Complete the attached "Buy America Commitment Letter" acknowledging that the Utility will comply with the Buy America Federal Regulation Requirements 23 U.S.C. 313 and 23 CFR 635.410 and return with the three signed and attested copies of Agreement to this office.
- Submit with the Agreement a "Buy America Assurance Plan" as noted in the Utility Engineering Construction Agreement (UECA) verifying the Utility Company's compliance with the Federal Buy America requirements for materials and the assurance that the Company will maintain records for three years after the acceptance of the Project. The Utility Company's Buy America Assurance Plan can be generic and upon approval by the Department can be used for all future Projects.
- The Notification of submission of "FINAL" construction invoice will include "Buy America Certificate of Compliance "(DC-17U). The Final construction Invoice must include the "Buy America Certificate of Compliance".

**The Agreement's date is to be left blank.** Said date will be established and entered by the Commissioner upon final Departmental action.

When ready, the Designer will forward to you the approved Utility Owner Design Authorization (Check List) with a schematic drawing indicating the location of your existing and proposed facilities, and the current proposed highway plans to assist you in developing:

- A. Owner plans.
- B. Owner cost estimate.
- C. Pre-construction notice time.
- D. Estimated construction time to accomplish your proposed work.

**Also**, enclosed herewith are four (4) copies of proposed Utility Engineering and Construction Agreement Amendment with Exhibits 1 thru 10 to UECA-08-168 Pavement-City of Camden Water Sewer-103410 covering the understandings between the State of New Jersey Department of Transportation and City of Camden Department of Public Works for the required Federal Regulations pursuant to 2 C.F.R. 200 and 2 C.F.R. 200 Appendix II and implementing regulations of the Federal Highway Administration's procurement requirements.



The Amendment template and Exhibits have been reviewed and approved by the Federal Highway Administration for use by the Department of Transportation with utilities within New Jersey. This template was approved specifically for utility owned and controlled by a municipality or group of municipalities. This Amendment is only for the listed project above.

Please take the following actions:

- Have four (4) copies of the Agreement signed, attested to and embossed with your official seal affixed.
- Type or print the name and title of the signer and attester beneath each signature on the Agreement.
- Handwrite the utility's DUNS number in the designated space on the upper right hand of the document. This is a new requirement from the Federal Highway Administration, failure to provide the DUNS No. could result in a delay of receiving payment.
- Return three (3) signed and attested copies of the Agreement to this office. The fourth copy is for your file.

**The Agreement's date is to be left blank.** Said date will be established and entered by the Commissioner upon final Departmental action.

When ready, the Project Manager will send you an executed copy for your use.

Should you have any questions, please contact Nader Mortaja, Asst. Project Manager at (609) 963-1001, email: [Nader.Mortaja@dot.nj.us](mailto:Nader.Mortaja@dot.nj.us)

Sincerely,



Amy Kennard  
Project Management Specialist 3  
Division of Project Management, Team C

Enclosures  
c: Project File

**RESOLUTION MC-15: 4550**  
*On Motion Of: Marilyn Torres*  
**APPROVED: August 11<sup>th</sup>, 2015**

R-28

MAR:dh  
08-11-15

**RESOLUTION AUTHORIZING THE EXECUTION OF A UTILITY ENGINEERING  
AND CONSTRUCTION AGREEMENT BETWEEN THE  
CITY OF CAMDEN AND STATE OF NEW JERSEY**

WHEREAS, the City of Camden desires to enter into an Agreement with the New Jersey Department of Transportation for the verification, design, protection and/or relocation of certain public works facilities in connection with the design and construction of UECA-8-168 Pavement-City of Camden water sewer – 103410 Project; and

WHEREAS, the State is about to undertake the design and construction of Project Route 168 Merchant Street to Ferry Avenue payment resurfacing located in Audubon Park Borough, Audubon Borough, Haddon Township, City of Camden, Oaklyn Borough, Woodlynne Borough and Camden County; and

WHEREAS, the Project may require the construction of new, and/or the protection, relocation and/or adjustment of facilities of the existing water and sewer system which is owned and operated by the City of Camden Department of Public Works; and

WHEREAS, City of Camden Department of Public Works' legal right to occupy public right-of-way, subject to the conditions imposed by the State, is in no way mitigated by this Agreement; and

WHEREAS, City of Camden Department of Public Work is not obligated by State law or agreement to relocate its own facilities at its own expense for this type of Project; and

WHEREAS, the provisions of the State's Accommodation of Utilities with Highway Right-of-Way N.J.A.C 16:25 and Code of Federal Regulations, 23 C.F.R. 645, Subpart B are applicable; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper officers of the City are hereby authorized to enter into an Agreement with the New Jersey Department of Transportation for the verification, design, protection and/or relocation of certain public works facilities in connection with the design and construction of UECA-8-168 Pavement-City of Camden water sewer – 103410 Project.

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: August 11, 2015

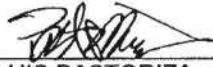
The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
MARC A. RIONDINO  
City Attorney



FRANCISCO MORAN  
President, City Council

ATTEST:



LUIS PASTORIZA  
Municipal Clerk

RESOLUTION MC-16: 5029

On Motion Of: Dana M. Burley

APPROVED: May 10<sup>th</sup>, 2016

R-22

MBS:dh  
05-10-16

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A UTILITY ENGINEERING AND CONSTRUCTION AGREEMENT (UECA-8-168 PAVEMENT-CITY OF CAMDEN WATER SEWER-103410) BETWEEN THE NJDOT AND THE CITY OF CAMDEN, ALSO KNOWN AS ROUTE 168 MERCHANT STREET TO FERRY AVENUE PAVEMENT RESURFACING PROJECT**

WHEREAS, the City Council of the City of Camden on August 11, 2015 adopted Resolution MC-4550 (R-28) "Authorizing the Execution of a Utility Engineering and Construction Agreement between the City of Camden and the State of New Jersey for the verification, design, protection and/or relocation of certain public works facilities in connection with the design and construction of UECA-8-168 Pavement-City of Camden water sewer-103410 project; and

WHEREAS, the Utility Engineering and Construction Agreement is a cost reimbursement agreement that specifies the responsibilities of the NJDOT and the City of Camden as it relates to the Route 168 Merchant Street to Ferry Avenue Pavement Resurfacing project; now, therefore


BE IT RESOLVED, the City of Camden does hereby authorize Dana L. Redd, Mayor of the City of Camden to execute the Utility Engineering and Construction Agreement (UECA-8-168 Pavement-City of Camden water sewer-103410) pursuant to the terms of the agreement between the City of Camden and the New Jersey Department of Transportation.

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: May 10, 2016

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
MARC A. RIONDINO  
City Attorney

  
\_\_\_\_\_  
FRANCISCO MORAN  
President, City Council

ATTEST:   
\_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



## State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY  
*Governor*

DIANE GUTIERREZ-SCACCETTI  
*Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

December 14, 2022

Keith L. Walker, Director  
City of Camden Department of Public Works  
101 Newton Avenue  
Camden, NJ 08102

Re: Rt. 168 Merchant Street to Ferry Ave  
Audubon, Audubon Park, Mount Ephraim,  
Oaklyn, Woodlynne Boroughs, Haddon Twp.  
City of Camden, Camden County  
UECA-08-168 Pavement-City of Camden Water Sewer-103410  
UPC-103410

Dear Mr. Walker:

The New Jersey Department of Transportation is in transition to new agreements approved by the Federal Highway Administration. Currently, the Utility is being asked to simultaneously execute a Municipal Utility Engineering and Construction Agreement (UECA), Utility Engineering and Construction Agreement Municipal Amendment (Amendment) with Exhibits 1-10.

Enclosed herewith are four (4) copies of proposed Utility Engineering and Construction Agreement UECA-08-168 Pavement-City of Camden Water Sewer-103410 covering the understandings between the State of New Jersey Department of Transportation and City of Camden Department of Public Works for the verification, design, protection and/or relocation of certain public works facilities in connection with the design and construction of the above referenced project. We are requesting that your company comply with the Buy America Federal Regulation as stated in the proposed Agreement.

Please take the following actions:

- Have four (4) copies of the Agreement signed, attested to and embossed with your official seal affixed.

- Type or print the name and title of the signer and attester beneath each signature on the Agreement.
- Complete the Vendor Identification Verification form. If the name of the “Utility” provided on the Verification form is not identical to the name of the “Utility” shown on the first paragraph of the Agreement, please make changes to the Agreement so that they **exactly match**.
- Prepare a resolution authorizing execution of this Agreement. Said resolution must have Original Signatures & Seal Verify that the Delegated Authority in the Resolution is the same Authority on the Agreement. Please identify the signer of the Agreement by name.  
*(Municipalities only)*
- Return three (3) signed and attested copies of the Agreement to this office. The fourth copy is for your file.
- Complete the attached “Buy America Commitment Letter” acknowledging that the Utility will comply with the Buy America Federal Regulation Requirements 23 U.S.C. 313 and 23 CFR 635.410 and return with the three signed and attested copies of Agreement to this office.
- Submit with the Agreement a “Buy America Assurance Plan” as noted in the Utility Engineering Construction Agreement (UECA) verifying the Utility Company’s compliance with the Federal Buy America requirements for materials and the assurance that the Company will maintain records for three years after the acceptance of the Project. The Utility Company’s Buy America Assurance Plan can be generic and upon approval by the Department can be used for all future Projects.
- The Notification of submission of “FINAL” construction invoice will include “Buy America Certificate of Compliance “(DC-17U). The Final construction Invoice must include the “Buy America Certificate of Compliance”.

**The Agreement’s date is to be left blank.** Said date will be established and entered by the Commissioner upon final Departmental action.

When ready, the Designer will forward to you the approved Utility Owner Design Authorization (Check List) with a schematic drawing indicating the location of your existing and proposed facilities, and the current proposed highway plans to assist you in developing:

- A. Owner plans.
- B. Owner cost estimate.
- C. Pre-construction notice time.
- D. Estimated construction time to accomplish your proposed work.

**Also**, enclosed herewith are four (4) copies of proposed Utility Engineering and Construction Agreement Amendment with Exhibits 1 thru 10 to UECA-08-168 Pavement-City of Camden Water Sewer-103410 covering the understandings between the State of New Jersey Department of Transportation and City of Camden Department of Public Works for the required Federal Regulations pursuant to 2 C.F.R. 200 and 2 C.F.R. 200 Appendix II and implementing regulations of the Federal Highway Administration’s procurement requirements.

The Amendment template and Exhibits have been reviewed and approved by the Federal Highway Administration for use by the Department of Transportation with utilities within New Jersey. This template was approved specifically for utility owned and controlled by a municipality or group of municipalities. This Amendment is only for the listed project above.

Please take the following actions:

- Have four (4) copies of the Agreement signed, attested to and embossed with your official seal affixed.
- Type or print the name and title of the signer and attester beneath each signature on the Agreement.
- Handwrite the utility's DUNS number in the designated space on the upper right hand of the document. This is a new requirement from the Federal Highway Administration, failure to provide the DUNS No. could result in a delay of receiving payment.
- Return three (3) signed and attested copies of the Agreement to this office. The fourth copy is for your file.

**The Agreement's date is to be left blank.** Said date will be established and entered by the Commissioner upon final Departmental action.

When ready, the Project Manager will send you an executed copy for your use.

Should you have any questions, please contact Nader Mortaja, Asst. Project Manager at (609) 963-1001, email: [Nader.Mortaja@dot.nj.us](mailto:Nader.Mortaja@dot.nj.us)

Sincerely,



Amy Kennard  
Project Management Specialist 3  
Division of Project Management, Team C

Enclosures  
c: Project File

9/19/12 (VENDORID)

Re: Rt. 168 Merchant Street to Ferry Ave, Pavement  
UECA-8-168 Pavement-City of Camden Water Sewer-103410

## **VENDOR IDENTIFICATION VERIFICATION**

New Jersey Vendor Identification Number: \_\_\_\_\_  
(Including Location Code, if appropriate)

Federal Vendor Identification Number: \_\_\_\_\_

Corporate Name and Address Associated with the Vendor Identification Number on file  
with the New Jersey Department of Treasury:

\_\_\_\_\_  
\_\_\_\_\_

Form Completed by: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_  
(Phone No.) (Fax No.)

Note: 1. To verify your Vendor ID name or number, write or phone "OMB Vendor Control", PO Box 221, Trenton NJ 08625 (Office) (609) 292-7184 or (609) 633-8183 and FAX at (609) 984-5210

Note: 2. Modify the first Paragraph of the Agreement to exactly match the name above.



## Commitment Letter Instructions

**Project Management Specialists / Assistant Project Managers complete the following before sending out to the Utility Companies:**

1. Fill in the Date.
2. Fill in the Project Managements Specialist's Name at the appropriate locations.
3. Fill in the Utility Company's address.
4. Fill in the Project Description and Project Location.
5. Fill in the agreement number – UECA-\_\_\_\_\_.
6. Fill in the UPC number.
7. Fill in the DUNS number.
8. Fill in the Contract ID number.
9. Fill in the Utility Company's name at two (2) locations in the body of the letter.

# Utility Company Letterhead

Date: November 14, 2022

**NJDOT**

1035 Parkway Avenue

P.O. Box 600

Trenton NJ 08625-0600

E&O Building

ATTN: Amy Kennard, NJDOT

Project Manager Specialist 3

Re: Buy America Commitment Letter

City of Camden Department of Public Works

101 Newton Avenue

Camden, NJ 08012

Rt. 168 Merchant Street to Ferry Ave,  
Pavement

Auduban, Audubon Park, Mount Ephraim,  
Oaklyn, Woodlynne Boroughs, Haddon Twp.  
City of Camden, Camden County

UECA-8-168 Pavement-City of Camden

Water Sewer-103410

UPC # 103410

DUNS No.:

Contract ID: 15 10600

**Utility Company to check the appropriate box(es)**

***Amy Kennard NJDOT Project Management Specialist 3,***

**City of Camden Department of Public Works** acknowledges that all steel and iron products that will be used for permanent incorporation for the subject project will comply with Buy America statute at 23 U.S.C. 313 and its implementing regulations at 23 CFR 635.410. This requires that such products will be made from steel and iron that it is melted and manufactured in the United States, and that the application of coatings which protect or enhance the value of the material are performed in the United States.

The total value of foreign steel and iron as described in the Buy America statutes for this project will not exceed one-tenth of one percent (0.1%) of the total utility contract price or \$2,500.00 whichever is greater as set forth in New Jersey Department of Transportation Policy and Procedure # 822.

OR

**City of Camden Department of Public Works** acknowledges that no iron and/or steel materials will be installed and/or supplied by the Utility and that the only work to be performed would be labor for engineering, project management, flagging, construction inspection and/or scheduled construction of materials not covered under Buy America.

CERTIFICATION

I hereby certify that I am an authorized representative of the Utility and have all necessary authority to execute this Agreement and to bind the Utility to all obligations arising from this Agreement. I fully understand that the Department of Transportation will rely upon this certification in accepting my execution of this Agreement for the Utility.

ATTEST:

CITY OF CAMDEN DEPARTMENT  
OF PUBLIC WORKS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Name:

Title:

Title:

Work done by State's Contractor

Route 168 Merchant Street to Ferry Ave  
 Audoban Borough, Audoban Park Borough,  
 Haddon Township, City of Camden, Oaklyn  
 Borough & Woodlynne Borough  
 Camden County  
 City of Camden Department of Public  
 Works  
 UECA-08-168 Pavement-City of Camden  
 water sewer-103410  
 UPC Code: 103410  
 Contract ID No.: 15 10600

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the COMMISSIONER OF TRANSPORTATION, acting for and in the name of the STATE OF NEW JERSEY, hereinafter called the "State", and the City of Camden, Department of Public Works \_\_\_\_\_, hereinafter called the "Utility".

WHEREAS, State is about to undertake the design and construction of Route 168 Merchant Street to Ferry Ave Pavement Resurfacing located in in Audoban Park Borough, Audoban Borough, Haddon Township, City of Camden, Oaklyn Borough, Woodlynne Borough & Camden County hereinafter called the "Project"; and

WHEREAS, the Project may require the construction of new, and/or the protection, relocation and/or adjustment of facilities of the existing \_\_\_\_\_ Water & Sewer \_\_\_\_\_ system which is owned and operated by the Utility; and

WHEREAS, Utility's legal right to occupy public right-of-way, subject to the conditions imposed by the State, is in no way mitigated by this Agreement; and

WHEREAS, Utility is not obligated by State law or agreement to relocate its own facilities at its own expense for this type of Project; and

WHEREAS, the provisions of the State's Accommodation of Utilities within Highway Right-of-Way N.J.A.C. 16:25 and Code of Federal Regulations, 23 C.F.R. 645, Subpart B are applicable.

NOW THEREFORE, State and Utility, for the mutual benefits to be obtained, agree as follows:

- (1) The State and Utility shall cooperate in developing plans and cost estimates for their respective work necessitated by the Project.
- (2) The Utility shall designate a responsible representative to coordinate its effort with those of the State.
- (3) The State will, at its sole cost and expense, contract for and cause to be constructed, all items indicated in the State's contract plans and specifications for the Project, related to existing and proposed facilities owned and operated by the Utility.
- (4) The State will authorize and reimburse the Utility for its actual costs for design, review, approval and inspection, for the protection, relocation or adjustment of its existing facilities necessary to accomplish the Project.
- (5) The Utility's preliminary engineering design costs for correspondence, meetings and

**Work done by State's Contractor**

Route 168 Merchant Street to Ferry Ave  
Audoban Borough, Audoban Park Borough,  
Haddon Township, City of Camden, Oaklyn  
Borough & Woodlynne Borough  
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- exchanges of engineering information are eligible for reimbursement and the State will accept billing of these costs after this Agreement is fully executed and issued.
- (6) The Utility shall disclose and verify its existing facilities at no cost to State within the Project limits identifying the facility type, size and operating potentials.
  - (7) The State will indicate the existing and proposed utility facilities, owned and operated by the Utility, and to be constructed by the State, in State's contract documents for the Project.
  - (8) When the State proceeds to develop the Project plans, the State and Utility shall jointly identify potential conflicts between the Utility's facilities and the Project, and shall jointly develop a scheme for the protection, relocation, rearrangement and/or betterment of facilities in accordance with N.J.A.C. 16:25 Utility Accommodation to accomplish the Project.
  - (9) Subsequent to the development of the above scheme with the approval of the State and concurrence of the Utility, the State will issue a "Utility Owner Design Authorization (Check List)" describing the utility work and authorizing the State's designer to finalize design plans, estimates, and schedules necessary to construct new, and/or protect, relocate, and/or rearrange facilities in concert with the Project, and incorporate them into the State's Project contract documents.
  - (10) The State will develop a "Utility Agreement Modification" which may include a Utility Agreement Plan outlining work "To be performed by State's contractor at State Expense", estimated cost for field engineering, inspection and/or valve turning operations to be performed by Utility's personnel. This will be issued in the person of the Executive Regional Manager Team C (NJDOT).
  - (11) The purpose of this Agreement is to cover all the required utility facility construction, protection, relocation, and rearrangement work necessitated by the Project; however, it is agreed that the State, in the person of the Executive Regional Manager Team C (NJDOT), will issue modifications to this Agreement to cover unanticipated work, resulting from Project activities and/or field conditions.
  - (12) State will supply the Utility with a copy of the contract plans and specifications when the Project is advertised.
  - (13) The State will request, by certified mail, the Utility to submit final invoices for costs incurred by the Utility upon; (a) completion of design; (b) completion of the utility work; or (c) cancellation of the Project. All such invoices shall be submitted to the State within sixty (60) days of this request. The State may not accept invoices for payment submitted after the sixty (60) day period.

Work done by State's Contractor

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- (14) All matters pertaining to subcontracted work, billing, estimates, survey control, extra work items and inspection responsibility shall be in accordance with the Memorandum Of Record dated January 10, 2013, entitled: "Procedures Governing Estimation of Costs, Requirements During Construction and Billing the New Jersey Department of Transportation for Public Utility Work", and in accordance with the Federal Regulations 23 CFR 645, Subpart A and with it being understood that where the State's Regulations are in conflict with the Federal Regulations, the Federal Regulations shall govern. Billing shall be based on accounting methods used by the Utility in conformity with the system of accounts adopted and prescribed by the Division of Local Government Services of the State of New Jersey. The matter of "Credit for Expired Service Life" has been considered for all items and where allowances apply, same are hereinafter specified in description of items and the cost summary.
- (15) The Utility will comply with the Buy America Federal Regulation requirements U.S.C. 313 and 23 CFR 635.410, for all steel and iron materials furnished by the Utility and its Subcontractors for permanent incorporation in this Project. Under this requirement, all manufacturing processes for steel and iron products shall occur in the United States including all melting, rolling, extruding, machining, bending, grinding, drilling and coating. The Utility Company shall submit a Buy America Commitment letter at the time of execution of this Agreement affirmatively stating that the Utility is committed to complying with all the requirements of the Buy America Federal Regulations, and that the Utility will comply with its approved Buy America Assurance Plan. The Utility's Buy America Assurance Plan shall indicate how the Utility will ensure that only materials that comply with the Federal Buy America requirements will be used for permanent incorporation into this Project. This will include how the Utility will maintain the records of certification from suppliers, fabricators and manufacturers verifying compliance with Buy America Federal Regulations. The State reserves the right to audit such records at the completion of the Project. The lack of these documents will be justification for rejection of the steel and/or iron product thus resulting in nonpayment for all work performed by the Utility. With the Final Construction Invoice submission, the Utility shall submit a "Buy America Certification of Compliance" certifying that:
- All steel and iron products provided for permanent incorporation in the Project, were made from steel and iron that was melted and manufactured in the United States including the application of coatings which protect or enhance the value of the material.**
- Or if any material does not comply with these requirements, the Utility will indicate what material does not comply. The State may require the Utility to remove and replace material that does not comply with the Buy America requirements, at no expense to the Department and may deny the Utility reimbursement for all the relocation costs incurred by the Utility.
- (16) The Utility shall perform the work, specified herein, with its own forces wherever possible and only have that portion of the work performed by a consultant or contractor that the Utility is

**Work done by State's Contractor**

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not adequately staffed or equipped to perform with its own forces.

- (17) The intention of this Agreement is that facilities which are removed, relocated, or disrupted will be replaced in such a manner that shall result in services being restored to the status and degree of use as existed prior to said changes. The Utility and the State agree to jointly use their best efforts to relocate, adjust and/or abandon the existing facilities and construct any new facilities without detrimentally affecting or interrupting services to the Utility's customers. In the event during construction of the Project it is necessary to detrimentally affect or interrupt services, the Utility shall be notified at least 48 hours in advance, unless the particular circumstances dictate less notice.
- (18) The design of utility facilities intended to be constructed by the State for the Utility shall be approved by the Utility before the State includes such facilities in the State's contract documents before the Project is advertised.
- (19) In no case will the State pay for betterment of facilities nor will the State pay any costs for work performed for the sole benefit or convenience of the Utility, the State's contractor, or the Utility's contractor.
- (20) Utility facilities constructed under the terms of this Agreement shall become the sole property of the Utility and the Utility shall be solely responsible for their operation, repair, and maintenance.
- (21) The State will obtain and bear the cost of all permits, environmental or otherwise, relating to the construction of new, and/or the protection, relocation and/or rearrangement of existing facilities, as necessitated by the Project, whether the necessary utility work is within or outside of the highway right-of-way. However, should the Utility choose to install facilities that constitute betterment, then it is the sole responsibility of the Utility to obtain the permits necessary for said betterment. It is further understood that should the Utility desire to install additional facilities, at a future date within the highway right-of-way, the Utility shall obtain the appropriate Utility Permit from the authority having jurisdiction over the highway. This Agreement is the Utility Permit for the work authorized herein.
- (22) Subject to provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-et seq., the State will be responsible for personal injuries and property damage caused by the actions of the State, its employees or agents which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.
- (23) Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. Seq., the Utility will be responsible for personal injuries and property damage caused by the actions of

**Work done by State's Contractor**

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the Utility, its employees or agents which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.

- (24) The State has estimated the Utility's engineering costs for the Project and will adjust these costs to reflect the actual costs incurred by the Utility by issuing the appropriate Utility Agreement Modification.
- (25) The Utility's engineering costs incurred for the Project are eligible for reimbursement as of February 8, 2011, and are estimated to be \$ 500.00.



Work done by State's Contractor

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the date and year first written above.

ATTEST:

CITY OF CAMDEN DEPARTMENT OF  
PUBLIC WORKS

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

ATTEST:

STATE OF NEW JERSEY  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Anika James, Secretary  
Department of Transportation

By: \_\_\_\_\_

Paul F. Schneider, Director  
Capital Program Support

Date: \_\_\_\_\_

This aforementioned Agreement has been  
reviewed and approved as to form.

Recommended:

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY

By: \_\_\_\_\_

Nonee Lee Wagner  
Deputy Attorney General

\_\_\_\_\_  
Amy Kennard, Project Management  
Specialist 3 Team C

Date: \_\_\_\_\_

Date: \_\_\_\_\_

UECA MUNICIPAL AMENDMENT W/ or W/O STATE CONTRACTOR (NEW 2017)

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Water Sewer-103410

[Contract Billing No.]

UPC Code: 103410

Contract ID No.15 10600

[DUNS No. for Utility]

THIS AMENDMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, between COMMISSIONER of TRANSPORTATION, acting for and in the name of the STATE OF NEW JERSEY, hereinafter called the "State", and the City of Camden Department of Public Works, hereinafter called the "Utility".

WHEREAS, the State and Utility have already "agreed upon but not fully executed a Utility Agreement before July 1, 2017"; and

WHEREAS, the State has determined that federal financial assistance or grants have been or will be expended in the design and construction of this Project, and;

WHEREAS, as of July 1, 2017, 2 C.F.R. 200 and 2 C.F.R. 200, Appendix II are mandated to be part of any procurement based on federal financial assistance; and

WHEREAS, 2 C.F.R. 200 requires other federal regulations to be followed and adhered to in construction projects using federal financial assistance; and

WHEREAS, before entering into additional phases of the Utility's work, an amendment to the original agreement must be executed;

WHEREAS, the Utility is owned by City of Camden Department of Public Works and as such must follow the City of Camden Department of Public Works procurement laws and policies;

NOW THEREFORE, State and Utility, for the mutual benefits to be obtained agree as follows:

GENERAL CONDITIONS

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[DUNS No. for Utility]

- (1) The agreed upon but unexecuted agreement before July 1, 2017 is being executed simultaneous with this Amendment.
- (2) The previous Agreement is superceded to the extent that it conflicts with the Amendment, all non-conflicting provisions shall remain in full force and effect.

**AMENDMENTS**

- (3) This paragraph amends UECAMUNS paragraph 10.  
After receipt of the Utility's plans, estimates, and schedules, the State will develop a "Utility Agreement Modification". The Utility Agreement Modification, may include a Utility Agreement Plan, but it will set forth in detail the proposed Scope of Work to be performed by the Utility, the anticipated schedules, estimates, project duration and benchmarks, and funding ceilings to accomplish the utility work in the Project by the Utility and/or its contractor to be reimbursed by the State. Separate Utility Agreement Modifications can be performed for the design work and the construction work if a Utility is contracting

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with firms outside of the Utility to consult with the State in the Preliminary Design process. If the construction is to be performed by the State's Contractor, the Utility Modification will indicate within the Scope of Work any duties of inspection or verification being retained by the Utility.

- (4) This paragraph amends UECAMUNS paragraph 13.

State will request, by certified mail, the Utility to submit final invoices for costs incurred by the Utility upon: (a) completion of design; (b) completion of the utility work; or (c) cancellation of the Project. Final construction invoice shall be submitted along with the Certificate of Compliance (DC17U). (Exhibit 1). All such invoices shall be submitted to the State monthly and the State shall not accept invoices for payment submitted after a sixty (60) day period. In no event will the State reimburse the Utility for costs not included in invoices submitted to the State after the sixty (60) days period

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[DUNS No. for Utility]

following notice. In compliance with 2 C.F.R. 200.309, the Utility shall not charge to this Agreement costs incurred after the period of performance of the project.

- (5) This paragraph amends UECAMUNS paragraph 14. All matters pertaining to subcontracted work, billing, estimates, survey control, extra work items, and inspection responsibility shall be in accordance with the Memorandum of Record dated January 10, 2013, entitled "Procedures Governing Estimation of Costs, Requirements During Construction and Billing the New Jersey Department of Transportation for Public Utility Work", and in accordance with the federal regulations at 23 C.F.R. Subpart A and 2 C.F.R. 200 Subpart E and with it being understood that where the State's Regulations are in conflict with the Federal Regulations, the Federal Regulations shall govern. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this agreement.

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[DUNS No. for Utility]

The matter of "Credit for Expired Service Life" has been considered for all items and where allowances apply, same are hereinafter specified in description of items and the cost summary.

- (6) This paragraph also amends UECAMUNS paragraph 14.

The State, FHWA, or their agents, shall be entitled to perform an audit at the following times: during the performance of the work or during a period of up to three years after project close out. All accounts and records shall be kept in accordance with accounting system that meets the requirements of 2 C.F.R. 200.301-200.303 and 2 C.F.R. 200 Subpart F and will facilitate and effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. §§ 7501-7507). All State audit procedures shall be in conformance with State Treasury Circular Letter 04-04-OMB Single Audit Policy for Receipts of Federal Grants, State Grants and State Aid; State Grant Compliance Supplement; and Treasury Circular 07-07-OMB;

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and New Jersey Treasury Circular OMB-15-08-OMB "Single Audit Policy for Subrecipients of Federal Grants, State Grants, and State Aid."

- (7) This paragraph also amends UECAMUNS paragraph 14.

The Utility acknowledges that changes in payment due to the Utility resulting from audits performed by the State shall be made as follows:

- A. In the event of overpayment by the State, the Utility shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Utility fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Utility under the terms of this Agreement or any other agreement between the State and the Utility. Furthermore, the Utility expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Utility from any liability, or preclude the State from

UECA MUNICIPAL AMENDMENT W/ or W/O STATE CONTRACTOR (NEW 2017)

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[DUNS No. for Utility]

taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.

B. In the event of underpayment by the State, the State shall pay sufficient funds to the Utility to correct the underpayment as soon as is practicable.

C. The Utility shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the (Utility) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement."



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[DUNS No. for Utility]

- (8) This paragraph amends UECAMUNS paragraph 14. Payment to the Utility for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Utility to underpayments based upon adjustments disclosed by said audits.
- (9) This paragraph amends UECAMUNS paragraph 14. Closeout Reports. The Utility shall submit a Project Closeout report no later than 90 days after the period of performance end date. The report will be in a form satisfactory to the State and shall, at a minimum, comply with the requirements of 2 C.F.R. 200.343 and allow the State to comply as well.
- (10) NEW PARAGRAPH. The State may, in its sole discretion terminate this agreement for cause or for convenience pursuant to the Standard Specification or if the State, USDOT or FHWA determined that termination of this Agreement is in the public interest.

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[DUNS No. for Utility]

PROCUREMENT REQUIREMENTS FOR UTILITY AND ITS SUBCONTRACTS

(11) As the Utility is wholly owned and operated by City of Camden Department of Public Works, all procurements shall abide by the expressed Federal, State, and local requirements dealing with conflicts of interest in procurement. Utility, if using Municipal personnel to perform in whole or in part this Agreement, shall follow all Federal, State, and local laws relating to discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(12) If the Utility will be publicly bidding for contractors to perform the work contained in this Agreement and its Amendments and any Utility Agreement Modification, Utility shall exchange for review and approval all bid documents prior to advertisement for review and conformance with the Procurement requirements expressed herein. Bidding procedures shall conform to the 2007 Standard Specification

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Borough & Woodlynne Borough  
Camden County

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Water Sewer-103410

[Contract Billing No.]

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for Bridge and Road Construction and any Baseline Document Changes ("BDC") and Special Provisions as designated by the State, incorporated herein by reference. The State or FHWA shall have the authority to accept or reject the proposed documents for bidding on the basis of this Agreement and Amendment and the procedures of the Standard Specifications, Baseline Document Changes, and Special Provisions.

- (13) In order to be a recipient of federal financial assistance, the State must comply with all of the federal requirements, as applicable, to the type of work performed by the State, and in turn the Utility performing work on behalf of the State. This list is attached at Exhibit 2.
- (14) If the Utility is assisting in the preparation of plans and specifications during the engineering phases of the Project, the Utility is subject to these provisions in obtaining a subconsultant to perform the work.

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- (15) If the Utility will only provide inspections, and will not subcontract for that work, the Utility is responsible for the compliance with all applicable federal, state and local laws.
- (16) If the Utility is obtaining engineering or design services as a consultant, Utility will abide by the Brooks Act (40 U.S.C. §§ 1101-1104) as implemented in 23 U.S.C. 112(b)(2) or equivalent qualifications based requirements as approved by State or FHWA.
- (17) If the Utility is not performing the construction work under this Agreement, the State is obligated to comply with all applicable federal procurement procedures in obtaining its contract to perform the work contained in this Agreement.
- (18) If the Utility is performing engineering or construction work with the aid of subcontractors or subconsultants under this Agreement with estimates and reimbursements under the appropriate Utility Agreement Modification, Utility shall

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include in any solicitation for bids, Requests for Proposals of work, or materials as negotiated:

"The Recipient (State), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- (19) Utility will comply with the parameters of 49 C.F.R. Part 26, Disadvantaged Business Enterprises Program, in its procurement of subcontractors and subconsultants to make all applicable good faith efforts. Requirements are set forth at Exhibit 3.

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- (20) If after the scope of work is determined and a Disadvantaged Business Enterprises goal ("DBE goal") is established by the State's DBE unit, the individual DBE goal shall be listed in the Utility Agreement Modification relating to the engineering or construction work for which the goal is being established. If it is determined that the DBE goal is 0%, the DBE goal shall still be listed in the Utility Agreement Modification.
- (21) State, as a requirement of receiving federal financial assistance, is obligated to require Utility to abide by and include in any contracts by the Utility with its subcontractors and subconsultants the attached Exhibit 4 and Exhibit 5.
- (22) Bonding and insurance requirements shall be set forth in the Utility Modification Agreement based on the type of Project, estimated costs, whether work is to be constructed by the Utility, and whether or not the Utility is self-insured.

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(23) After July 1, 2017, State became responsible to include every engineering and construction contract and its grants the requirements of 2 C.F.R. 200 and 2 C.F.R. 200, Appendix II. Utility shall be responsible for the compliance with these federal regulatory provisions and comply by following:

- A. Federal Mandatory Equal Opportunity Language on Federal Aid Project, Authority Subject to 41 C.F.R. Part 200 and 2 C.F.R. Part 200 Appendix II.  
(Exhibit 6).
- B. Federal Form 1273, Prevailing Wage (Exhibit 7) and Supplementary State Provisions at Exhibit 8.
- C. If any federal funds subject to 37 C.F.R. §401.2 are used to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement" the Utility must comply with the requirements of 37 C.F.R. part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the federal agency or State.
- D. In addition to the Debarment and Suspension requirements of the System for Award Management and the New Jersey List of Debarred Contractors as explained in Form 1273, Utility shall follow Exhibit 8.

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E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and requirements of submission of documents to State at Exhibit 9.

F. If materials used in performance of this contract are listed on the Procurement of Recovered Materials at 2 C.F.R. 200.322, Utility shall comply with all requirements therein.

(24) Utility shall also comply with the requirements of the State's receipt of federal financial assistances concerning:

A. Drug Free Workplace (Exhibit 10)

B. State of New Jersey Treasury Circular 07-05-OMB, Grant Agreements and Agency Contracts incorporated by reference herein. Any federal statutes or regulations that conflict with this circular shall control.

C. Department of Transportation Code of Vendor Ethics

(25) The Utility shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under this Agreement



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or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate funds shall not in any manner constitute a breach of the Agreement by the Department or in event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Agreement/ Utility Modification Agreement in no event be construed as a commitment by the Department to expend funds beyond the termination date/Project completion date set in the Agreement/Utility Modification Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first written above.

CERTIFICATION

I hereby certify that I am an authorized representative of the Utility and have all necessary authority to execute this Agreement and to bind the Utility to all obligations arising from this Agreement. I fully understand that the Department of Transportation will rely upon this certification in accepting my execution of this Agreement for the Utility.

ATTEST: CITY OF CAMDEN DEPARTMENT OF PUBLIC WORKS

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Name: Name:  
Title: Title:

ATTEST: STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ BY: \_\_\_\_\_  
Anika James Paul F. Schneider, Director  
Department of Transportation Capital Program Support  
DATE:

Recommended: This aforementioned Agreement has been reviewed and APPROVED AS TO FORM:

Amy Kennard, Project Management Specialist 3 MATTHEW J. PLATKIN  
Team c ATTORNEY GENERAL OF NEW JERSEY

DATE: \_\_\_\_\_ By: \_\_\_\_\_  
Nonee Lee Wagner  
Deputy Attorney General

DATE: \_\_\_\_\_

# EXHIBITS

## **Certificate of Compliance**

### **DC-17U Instructions**

**Project Managers / Assistant Project Managers complete the following before sending out to the Utility Companies:**

1. Fill in the Date.
2. Fill in the Utility Company's Name and Address.
3. Fill in the Project Description and Project Location.
4. Fill in the agreement number – UECA-\_\_\_\_\_
5. Fill in the UPC number.
6. Fill in the DP # (Taken from Advertisement). Leave blank at this time.
7. Fill in the Utility Company's name at two (2) locations.
8. Fill in the names who receives a copy of the certification.

# BUY AMERICA CERTIFICATE OF COMPLIANCE (UTILITY)

Date: \_\_\_\_\_

Utility Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_

Project Location: \_\_\_\_\_

UECA- \_\_\_\_\_ UPC#: \_\_\_\_\_ DP Number: \_\_\_\_\_

\_\_\_\_\_ Certify that in accordance with the "Buy America" requirements of the Federal Regulations U.S.C. 313 and 23 CFR 635.410:

- All steel and iron products provided for permanent incorporation in the Project, were made from steel and iron the was melted and manufactured in the United States including the application of coatings which protect or enhance the value of the material*
- The total value of foreign steel as described in the "Buy America" requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00 whichever is greater.*
- "Buy America" Federal Regulation compliance is not applicable because all permanently incorporated Materials in the Project were non-steel and non-iron.*
- No material(s) was permanently incorporated into the project. The only work performed was inspection and/or flagging.*

As required \_\_\_\_\_ will maintain all records and documents from all suppliers, fabricators and manufacturers pertinent to the "Buy America" Federal Regulations for not less than three (3) years from the date of Final Construction Invoice payment after Project completion and acceptance. These records will be available for inspection and verification by the New Jersey Department of Transportation and/or FHWA for audit upon request.

Sincerely,

c: \_\_\_\_\_ Utility Management Unit  
\_\_\_\_\_ Utility Coordinator  
\_\_\_\_\_ Regional Construction Engineer

Project File

## EXHIBIT 2

### COMPLIANCE WITH APPLICABLE FEDERAL LAWS AND REGULATIONS

#### General Federal Legislation

1. a. Davis-Bacon Act – 40 U.S.C. §§ 3141, et seq., as applicable under 23 U.S.C. 113
2. b. Federal Fair Labor Standards Act – 29 U.S.C. §§ 201, et seq.
3. c. Hatch Act – 5 U.S.C. §§ 1501, et seq.
4. d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. §§ 4601, et seq.
5. e. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108
6. f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. §§ 312501, et seq.
7. g. Native American Graves Protection and Repatriation Act – 25 U.S.C. §§ 3001, et seq.
8. h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. §§ 7401, et seq.
9. i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. § 1344
10. j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536
11. k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. §§ 1451, et seq.
12. l. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a
13. m. Age Discrimination Act of 1975 – 42 U.S.C. §§ 6101, et seq.
14. n. American Indian Religious Freedom Act, P.L. 95-341, as amended
15. o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
16. p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. §§ 4541, et seq.
17. q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
18. r. Architectural Barriers Act of 1968 – 42 U.S.C. § 4151, et seq.
19. s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 – Section 403 - 42 U.S.C. § 8373

20. t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.
21. u. Copeland Anti-kickback Act, as amended – 18 U.S.C. § 874 and 40 U.S.C. § 3145
22. v. National Environmental Policy Act of 1969 – 42 U.S.C. §§ 4321, et seq.
23. w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. §§ 1271, et seq.
24. x. Federal Water Pollution Control Act, as amended – 33 U.S.C. §§ 1251-1376
25. y. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
26. z. Americans with Disabilities Act of 1990 – 42 U.S.C. § 12101, et seq.
27. aa. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. § 1681 through § 1683, and § 1685 through § 1687
28. bb. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. § 794
29. cc. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. §§ 2000d *et seq.*
30. dd. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. §§ 1101 -1104, 541, et seq.
31. ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
32. ff. Freedom of Information Act – 5 U.S.C. § 552, as amended
33. gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1855
34. hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201, et seq.
35. ii. Noise Control Act of 1972 – 42 U.S.C. § 4901, et seq.
36. jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661, et seq.
37. kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. §§ 401 and 525
38. ll. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
39. mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601, et seq.
40. nn. Safe Drinking Water Act – 42 U.S.C. §§ 300f to 300j-26
41. oo. Wilderness Act – 16 U.S.C. §§ 1131-1136

42. pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901, et seq.
43. qq. Migratory Bird Treaty Act 16 U.S.C. § 703, et seq.
44. rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
45. ss. Cargo Preference Act of 1954 – 46 U.S.C. § 55305

### **Executive Orders**

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency

### **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) - 29 C.F.R. Part 5



- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. Contractor Qualifications – 48 C.F.R. Part 9
- i. New Restrictions on Lobbying – 49 C.F.R. Part 20
- j. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- k. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- l. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- m. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- n. DOT's oversight of DOJ's ADA regulations for non-transit programs, including the ADA Accessibility Guidelines, required by the DOJ regulations at 28 C.F.R. Part 35
- o. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- p. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- q. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- r. DOT's implementing ADA regulations for transit, including the ADA Accessibility Guidelines in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- s. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 C.F.R. Part 40
- t. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26

### **Highway Federal Legislation**

- a. Highways – Title 23, U.S.C.
- b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. 541, et seq.)) – 40 U.S.C. §§ 1101-1104; 23 U.S.C. § 112(b)(2)

- c. Highway Design and Construction Standards, 23 U.S.C. 109
- d. Prevailing Rate of Wage, 23 U.S.C. 113
- e. Planning, 23 U.S.C. § 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- f. Tolls, 23 U.S.C. 301 (to the extent the subrecipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. §§ 129 and 166.
- g. Size, Weight, and Length Limitations - 23 U.S.C. 127, 49 U.S.C. § 31101 et seq.
- h. Buy America Act – 23 U.S.C. 313  
(see [https://www.fhwa.dot.gov/construction/contracts/buyam\\_qa.cfm](https://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm))
- i. Nondiscrimination – 23 U.S.C. 140
- j. Efficient Environmental Reviews – 23 U.S.C. § 139

### **Federal Highway Regulations**

- a. Planning 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- d. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- e. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
- f. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
- h. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
- i. External Programs – 23 C.F.R. Part 230.

Specific assurances required to be included in the FY 2016 TIGER Discretionary Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into the agreement.

## EXHIBIT 3

### DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION (NJDOT'S FEDERAL AID ATTACHMENT 1)

#### DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

- A. Utilization of Disadvantaged Business Enterprises as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractors that failure to carry out the requirements in this attachment constitutes a material breach of Contract and, after the notification of the applicable Federal agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontracts in accordance with USDOT requirements.
- B. Policy.** It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); MAP-21, Moving Ahead for Progress in the 21st Century Act (P.L. 112-141); FAST-ACT, Fixing America's Surface Transportation Act (P.L. 114-94, December 4, 2015); and Section III below, shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. The Disadvantaged Business Enterprise requirements of 49 CFR, Part 26 et seq. apply to this agreement.
- C. Definitions**
- 1. Disadvantaged Business Enterprise (DBE).** A for-profit small business concern:
    - a. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
    - b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and who do not exceed the personal net worth criteria established in 49 CFR Part 26.
  - 2. Socially and economically disadvantaged individual.** Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
    - a. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group;
    - b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
      - (1) Black Americans," which includes persons having origins in any of the Black racial groups of Africa
      - (2) Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
      - (3) Native Americans," which includes persons who are enrolled members of a Federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians
      - (4) Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong

- (5) Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka
  - (6) Women
  - (7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
  - (8) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
3. **Commercially Useful Function (CUF).** A DBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.
  4. **Transaction expeditor (broker).** A DBE who arranges or expedites transactions and who arranges for material drop shipments.
  5. **DBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  6. **DBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.
  7. **Good faith effort (GFE).** Efforts to achieve a DBE goal or other requirement of 49 CFR Part 26, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as DBEs in the state where the contract is being let are consequently not good faith efforts to meet a DBE contract goal.
  8. **Affirmative Action Plan.** An outline of the steps a contractor or subcontractor will implement to achieve equal employment opportunity and affirmative action and/or to correct its equal employment and affirmative action program deficiencies.
- D. **Compliance.** The Contractor is responsible for compliance as specified in Section 105.
- E. **Contractor's DBE Obligations.** Ensure that DBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole or in part with Federal funds in performing work with the Department. Take all necessary and reasonable steps in accordance with 49 CFR, Part 26 and the Contract to ensure that DBEs are given equal opportunity to compete for and to perform on the Department's Federal aid projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on USDOT assisted contracts, as specified in Section 107.
1. Post Award Obligations
    - a. Give DBEs equal consideration with non-minority firms in negotiation for any subcontracts, purchase orders or leases.
    - b. Attempt to obtain qualified DBEs to perform the work. A directory of certified Disadvantaged Small Businesses Enterprise firms can be found in the New Jersey BizNet UCP Directory, online at: <http://www.njucp.net/>
  2. Affirmative Action After Award of the Contract
    - a. **Subletting.** If at any time following the award of the Contract, the Contractor intends to sublet any portion(s) of the work under said Contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, take affirmative action:
      - (1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
      - (2) Submit the Post-Award Minority Certification (Part IV of the DC-18A Request for Approval to Sublet on Projects Utilizing the 2007 Specifications Form) to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award Minority Certifications from the RE.

- (3) Efforts made to identify and retain a DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
  - (4) Notification of a DBE firm's termination will be as specified in Section 108. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the firm is a DBE and the detailed reason(s) for termination.
- b. Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as DBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.
- (1) Efforts made to identify and retain a DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
  - (2) Notification of a DBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the subcontractor is a DBE and the detailed reason(s) for termination.
- c. Meeting Contract DBE Goal.** Demonstrate attainment toward meeting the Contract DBE goal by reporting monthly, all DBE participation, to the Department's RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly DBE Utilization Form. The form is due by the 5<sup>th</sup> of the month, and must list all DBEs used on the Contract, the specific Contract work items each DBE is performing, whether the DBE is performing full or partial work on the items, and the amount paid to each DBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.
- d. Termination, Substitution or Replacement of DBEs.** Make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on the Contract with another certified DBE, to the extent needed to meet the Contract DBE goal. Notify the DCR/AA immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. Prior to termination, substitution or replacement of a DBE subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker, submit a Revised Form CR-266 to the Department naming the replacement DBE firm(s), type of work performed, specific Contract work items, whether the DBE is performing full or partial work on the items, dollar value and percent of total Contract for each DBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR-266. Submit along with the revised CR-266: 1) a completed Confirmation of DBE Firm (Form CR-273) to demonstrate direct written confirmation from each DBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266, and if applicable; 2) a completed DBE Regular Dealer/Supplier Verification (Form CR-272) for all DBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed DBE Trucking Verification (Form CR-274) for all DBE truckers listed on the revised CR-266. Termination, substitution or replacement of DBEs shall be made as specified in Section 108. Termination or replacement of DBEs cannot be made without prior written approval of the Department as per 108.01.
- e. Submission of Good Faith Effort Documentation.** If the Contractor is unable to meet the Contract goal for DBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor is meeting the Contract DBE goal or made adequate good faith efforts to do so.

- F. DBE Goals for the Contract.** This Contract includes a goal of awarding \_\_\_\_\_ percentage of the Total Contract Price to subcontractors, transaction expeditors, regular dealers, manufacturers and truckers qualifying as DBEs.

The Department's DCR/AA has sole authority to determine whether the Contractor met the goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract DBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

**G. Counting DBE Participation.**

1. Each DBE is subject to a certification procedure to ensure its DBE eligibility status prior to the award of the Contract. All DBEs working on the Contract must be certified DBEs. To receive DBE credit toward meeting a contract goal in the context of the contract award process, a DBE firm must be certified before the due date for bids or offers on the Contract, as stated in 49 CFR Part 26.81(c). There may be situations after the award of the Contract, however, in which it is appropriate to count DBE credit for the use of a DBE subcontractor certified after the contract is executed. To be eligible to obtain DBE credit, a DBE subcontractor must be certified before the subcontract on which it is working is executed.
2. The Department determines the percentage of DBE participation that will be counted toward the Contract DBE goal in accordance with 49 C.F.R. Part 26.55 et seq.
3. The Contractor will count DBE participation toward the Contract DBE goal only the value of the work actually performed by a certified DBE and only if the DBE performs a commercially useful function in the work of a contract as per 49 CFR, Subpart C, Part 26.55(c) and the Contract.
4. The Department will count DBE participation for DBE trucking firms in accordance with 49 C.F.R. Part 26.55 et seq. The DBE can count the entire value of services performed by DBE trucks. The DBE can count the value of non-DBE trucking services up to the value of services performed by DBE trucks used on the Contract. DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.
5. The Department will count DBE participation for DBE regular dealers, manufacturers and transaction expeditors in accordance with 49 C.F.R Part 26.55 et seq. Transaction expeditors/brokers will not receive DBE credit for any portion of the cost of the materials and supplies themselves toward the Contract DBE goal. For brokers, only the DBE's fee or commission, and no part of the cost of the goods, count towards DBE goals. The Department will determine if the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. If a certified firm acts as a "regular dealer" in a given transaction, it is awarded DBE credit equivalent to 60 percent of the value of the items it supplies on that contract. This credit is awarded in recognition of the value the DBE adds to transaction and the risks that it takes.
6. If the Contractor is a certified DBE, payments made to the Contractor for work performed by the Contractor will be applied toward the Contract DBE goal. Payments made to the Contractor for work performed by non-DBEs will not be applied toward the Contract DBE goal.
7. When a DBE subcontractor sublets part of the work of its contract to another firm, the value of the subcontract work may be counted towards the Contract DBE goal only if the subcontractor itself is a certified DBE. Work that a DBE subcontractor subcontracts to a non-DBE firm, cannot be counted towards the Contract DBE goal.

**H. Commercially Useful Function**

1. **Performance of Work.** The DBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. DBEs must employ and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The DBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.
2. **Managing Work.** The DBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The DBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the DBE must be responsible for

- preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery; installing, (where applicable), and paying for the material and supplies itself, for the project.
3. **Responsibility of Work.** A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
  4. **Equipment of DBE.** The DBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long term agreement, not an ad hoc or contract by contract agreement. The equipment must be owned by the DBE firm, or leased/rented from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the DBE firm.
  5. **Lease of Equipment.** A DBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor's payroll, if it is the generally accepted industry practice but the operation of the equipment must be subject to full control by the DBE. The DBE is expected to provide the operator for non-specialized equipment, and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.
  6. **DBE Trucking.** DBE trucking companies must perform a commercially useful function in accordance with 49 CFR Part 26.55 et seq. Contrived arrangements for the purpose of meeting DBE goals will not be allowed. The DBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured and operational truck used on the Contract.

The DBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The DBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE may also lease trucks from non-DBEs and owner-operators. Bona fide lease agreements must be for the length of time needed by the DBE on the Contract and signed by both the DBE and the firm(s), either certified DBE or non-DBE, from which the trucks will be leased. Leases must indicate that the DBE has exclusive use and control over the truck. As per 49 CFR Part 26.55(d)(7), all leased trucks, including non-DBE trucks, must display the name and USDOT identification number issued for interstate commerce, of the DBE firm on the outside of the truck. DBE firms are expected to use the same trucks for DBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm's commencing work on the project. Prior to the DBE trucking firm beginning work on the Contract, DBE Trucking firms will be required to complete the DBE Trucking Verification (Form CR-274). The DBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department's RE, with a copy submitted to the DCR/AA. The Contractor must prepare, sign and submit with the CR-267, a Monthly Trucking Verification form (CR-271), identifying each truck owner, DBE Certification number, company name and address, truck number, and commission or amount paid for all DBE and non-DBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for DCR/AA review, approval and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract DBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

7. **DBE Regular Dealers.** DBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

When the Contractor seeks credit toward the Contract DBE goal using DBE regular dealers, the DBE Regular Dealer/Supplier Verification (Form CR-272) must be completed and signed by the DBE regular dealer and

then signed by the Contractor. Submit the form to the Department as per Section E of this Special Provision for the DCR/AA's review, approval and determination of credit toward the Contract DBE goal.

8. **DBE Manufacturers.** DBE manufacturers must be a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required for this Contract.
  9. The Contractor shall not use a DBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of DBE participation.
- I. **Good Faith Effort.** To demonstrate good faith efforts to meet the Contract DBE goal, a Contractor shall, on an ongoing basis, document the steps it takes to obtain DBE participation in accordance with 49 CFR Part 26.53 and Appendix A, including but not limited to the following:

1. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

Should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
3. Providing interested DBEs with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them;
4. Negotiating in good faith with interested DBEs. Make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

Consider a number of factors in negotiating with subcontractors, including DBE subcontractors. Take a firm's price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failure to meet the contract DBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the Contract DBE goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Contractor to accept unreasonable quotes in order to satisfy the Contract DBE goal.

Inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the Contractor has the ability and/or



desire to perform the contract work with its own forces does not relieve the Contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

If the Contractor fails to meet the Contract DBE goal, they must submit documented evidence of good faith effort(s) with the CR-268 final DBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract DBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract DBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

**J. Submission of Affirmative Action Program**

Contractors, subcontractors and professional service firms performing work for the Department are required to submit their company's Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA.

The Annual Affirmative Action Program will include, but is not limited to the following:

1. Copy of company's comprehensive EEO/Affirmative Action Plan.
2. Copy of document designating the company's corporate EEO Officer, including the name, address and contact telephone number for the officer.
3. Copy of the company's EEO Policy Statement.
4. Copy of the company's Sexual Harassment Policy.
5. The name of the company's DBE Liaison Officer to administer the firm's Disadvantaged Business Program.
6. DBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider DBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Disadvantaged Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

**K. DBE Liaison Officer.** Designate a DBE Liaison Officer who shall be responsible for the administration of your DBE program in accordance with the Contract, and ensuring that the Contractor complies with all provisions of 49 CFR Part 26.

**L. Consent by Department to Subletting.** The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.

**M. Conciliation.** Allegations of breach of any obligation contained in these DBE provisions and guidelines, will be investigated by the DCR/AA, the Federal Highway Administration and/or the USDOT.

**N. Documentation**

1. **Requiring of Information.** The Department or the Federal funding agencies may at any time require information as specified in Section 107 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor or subcontractor with the terms of the Contract.

2. **Records and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprise Utilization obligations. These records kept will be designed to indicate:
    - a. The names of DBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.
    - b. Work, services and materials which are not performed or supplied by the Contractor.
    - c. The actual dollar value of work subcontracted and awarded to DBEs, including specific Contract work items and cost of each work item.
    - d. The progress being made and efforts taken in seeking out and utilizing DBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.
    - e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of DBEs on the Contract.
    - f. Records of all DBEs and non-DBEs who have submitted quotes/bids to the Contractor on the Contract.
    - g. Monthly reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, supply tickets and other records documenting DBE utilization on the Contract.
    - h. Documentation outlining EEO workforce information for the Contract.
    - i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.
  3. **Submission of Reports, Forms and Documentation.** Submit reports, forms and documentation, as required by the Department, on those contracts and other business transactions executed with DBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General, and prosecution by the State Attorney General's Office.
  4. **Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the Federal funding agencies.
- O. Prompt Payment to Subcontractors.** On Federal aid projects, payment to subcontractors, equipment lessors, suppliers and manufacturers is made in accordance with Section 109.
- P. Non-Compliance.** Failure by the Contractor to comply with the DBE program, rules and regulations of 49 CFR Part 26 in the administration of the Contract may result in denial or limit of credit toward the Contract DBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

## EXHIBIT 4

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Subrecipient or the State, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the subrecipient (State of New Jersey or the "State") will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Subrecipient or the State may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Subrecipient to enter into any litigation to protect the interests of the Subrecipient. In addition, the contractor may request the United States or the State to enter into the litigation to protect the interests of the United States.

## Exhibit 5

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

## EXHIBIT 6

### (NJDOT FEDERAL AID ATTACHMENT 6)

#### FEDERAL MANDATORY EQUAL OPPORTUNITY LANGUAGE ON FEDERAL AID PROJECTS (AUTHORITY SUBJECT TO 41 CFR 60-1.4 IN COMPLIANCE WITH 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II)

The CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with



these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) [Reserved]

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

## EXHIBIT 7 (NJDOT FEDERAL AID PROJECT ATTACHMENT 8)

### FHWA-1273

#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

##### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier

subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

##### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have

the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the

discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often

than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and

so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the

classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor



with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the

contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded

Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to

other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



## EXHIBIT 8

### STATE MANDATORY ADDENDUM TO FHWA 1273 REQUIRED CONTRACT PROVISIONS, FEDERAL AID CONSTRUCTION CONTRACTS AS AMENDED OR SUPPLEMENTED

**ALL CONTRACTORS MUST PROVIDE THIS LANGUAGE IN ANY CONTRACT WITH THEIR SUBCONTRACTORS AS REQUIRED BY 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II AND IS CURRENTLY NOT INCLUDED IN FHWA FORM 1273, BUT IS REFLECTED IN PROPOSED AMENDMENTS NOT YET FINALIZED.**

FHWA Form 1273 shall be read to include:

1. All references to "race, religion, sex, color , national origin, age or disability" shall be read to include "sexual orientation and gender identity".
2. SECTION IV, DAVIS-BACON ACT AND RELATED ACT PROVISIONS shall apply if the project is defined to be on a Federal-aid highway, regardless of the location of the project in compliance with 23 U.S.C. 133(i).
3. SECTION IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT shall require in conformance with 2 CFR Part 200 and 2 CFR Part 200 Appendix II that contractors on all Federal-aid construction contracts in excess of \$150,000 and all related subcontracts, supply contracts and vendor contracts " comply with all related standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as required by 2 CFR 200.326.
4. SECTION X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION shall be read to comply with 2 CFR Part 200 and 2 CFR Part 200 Appendix II to replace the Excluded Parties List System with the System For Award Management (SAM) as required by 2 CFR Part 180.
5. If the work requires that cargo be shipped by oceanic transport or across the Great Lakes, in compliance with Section 3511 of the Duncan Hunter National Defense Authorization Act of 2009 amending the Cargo Preference Act, each contract shall require that cargoes financed "in any way with Federal funds for the account of any persons unless otherwise exempted" requires the use of US-flag vessels to transport the materials or equipment acquired for a specific Federal-aid construction project.

## EXHIBIT 9

### (NJDOT FEDERAL AID ATTACHMENT 11)

#### **BYRD ANTI-LOBBYING CERTIFICATION pursuant to 31 U.S.C. 1352 and 49 CFR part 21**

Contractor and all subcontractor are required to comply with this attachment. Contractor and any subcontractor shall be responsible to fill out Disclosure of Lobbying Activities Standard Form – LLL and report it to the NJDOT Contract Compliance Unit for appropriate disclosure to the Federal Government.

Contractor and all subcontracts on bids or awards over \$100,000 shall require as mandatory language in every contract:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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, or any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL (Federal Aid Attachment Form 11) “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the 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 to file the required certification shall be subject to a civil penalty of not that \$10,000 and not more than \$100,000 for each such failure.



## EXHIBIT 10

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Utility certifies that 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 Utility'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 Utility's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; 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 work supported by the grant award 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 supported by the grant award, 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 paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Department. Notice shall include the order number of the grant award.
6. Taking one of the following actions, within 30 days of receiving notice under paragraph 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 (a), (b), (c), (d), (e) and (f).
8. The Utility *may*, but is not required to, provide the site for the performance of work done in connection with the specific grant. For the provision of services pursuant to the agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award. If the Utility does so, please insert in article 11 of the agreement the following information from subsection (a) below:

(a) Identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of the agreement.

R-35

DB:dh  
04-11-23

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE  
COUNTY OF CAMDEN DEPARTMENT OF PUBLIC WORKS  
FOR USE OF CAMDEN CITY ROLLER**

WHEREAS the City of Camden owns a roller machine for laying asphalt to repair potholes on streets; and

WHEREAS the County is in need of a roller for pothole repair on County streets throughout the County and would like access to the City's roller; and

WHEREAS, the Board of Commissioners of the County of Camden (the "County") is desirous of entering into a Shared Services Agreement, as authorized pursuant to N.J.S.A. 40A:65-1, et seq. with the City of Camden (the "City") whereby the City agrees to store the roller at the Camden County Department of Public Works in Lindenwold, N.J. or other mutually agreed location and the roller will be maintained by the County; and

WHEREAS, in return for use of the roller by the County, the County's Department of Public Works will work with the City to repair potholes on City streets several times a month; and

WHEREAS the City will pay for the asphalt used to repair all potholes in the City; and

WHEREAS the term of the Agreement shall be for a period of five (5) years, commencing on or about April 1, 2023 and terminating on March 31, 2028; and

WHEREAS all other terms and conditions will be reviewed and approved by the Office of County Counsel; now, therefore

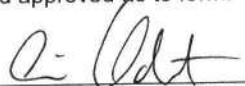
BE IT RESOLVED by the Board of Commissioners of the County of Camden that, pursuant to N.J.S.A. 40A:65-1, et seq. the proper County officials be and are hereby authorized to execute all documents necessary to affect a Shared Services Agreement with the City of Camden, City Hall, 4<sup>th</sup> Floor, Camden, New Jersey 08101, whereby the City of Camden agrees to store its roller machine at the Camden County Department of Public Works in Lindenwold, N.J. or other mutually agreed location for use by the County and City, and the County will maintain the roller and assist the City with its pothole repairs several times a month with the City paying for all asphalt used to repair City potholes, for a term not to exceed five (5) years commencing on or about April 1, 2023 to March 31, 2028.

BE IT FURTHER RESOLVED all other terms and conditions of the Shared Services Agreement between the Parties shall be reviewed and approved by the Office of County Counsel.

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: April 11, 2023

The above has been reviewed and approved as to form.

  
for DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: APRIL 14, 2023

TO: City Council  
FROM: Keith L. Walker, Director of Public Works

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF CAMDEN DEPARTMENT OF PUBLIC WORKS AND THE CITY OF CAMDEN FOR USE OF CAMDEN CITY ROLLER**

Point of Contact:	Keith L. Walker	Public Works	856-757-7139	kewalker@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

### ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		3/31/23	
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance				

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Form "D" - Contract Request
2. Camden County Res. #2023-00185
3. Shared Services Agreement By and Between the City of Camden and County of Camden for Use of a Camden City Roller

*"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.*

Received by:  
City Attorney

Signature

Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF CAMDEN DEPARTMENT OF PUBLIC WORKS AND THE CITY OF CAMDEN FOR USE OF CAMDEN CITY ROLLER**

**FACTS/BACKGROUND:**

- The City of Camden Department of Public Works seeks to enter into a shared services agreement with the Camden County Department of Public Works for use of Camden City's roller machine for laying asphalt to repair potholes on County roads/streets
- The term of the agreement is 5 years, April 1, 2023-March 31, 2028
- In return for use of the City's roller, the County agrees to work with City DPW to repair potholes on City streets several times per month in accordance with a mutually agreed upon schedule
- Camden County will store the roller and maintain it at its own cost

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: N/A**

**IMPACT STATEMENT:**

- If City Council approves the SSA, Camden County will benefit from the use of the roller machine to repair potholes throughout the County on County roads. Camden City will benefit from the additional pothole repairs on Camden City streets as per the monthly scheduled agreement.
- This agreement is at no cost to the City

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Name, Organization 1. Director Keith L. Walker, City of Camden
  - Attendance: Yes

**COORDINATION:**

- The City of Camden and Camden County – requires execution of the agreement

Prepared by: **Angela M. Watkins**

**(856) 757-7139**

---

Name

Phone/Email

**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	City of Camden
--------------	----------------

Professional Service or EUS Type	
Name of Vendor	Camden County
Purpose or Need for service:	Shared Services Agreement by and between the City of Camden and the County of Camden for use of the City's roller machine for laying asphalt to repair potholes on streets
Contract Award Amount	n/a
Term of Contract	5 years, April 1, 2023-March 31, 2028
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	n/a
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	n/a
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 \_\_\_\_\_

\*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.

\_\_\_\_\_ Date \_\_\_\_\_  
Certifying Officer

***For LGS use only:***

Approved  Denied

\_\_\_\_\_ Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_



**SHARED SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF CAMDEN AND  
THE COUNTY OF CAMDEN FOR USE OF A CAMDEN CITY ROLLER**

This document constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq. entered between the City of Camden, a municipal corporation of the State of New Jersey (the "City") and the County of Camden (the "County"), a body politic and corporate of the State of New Jersey.

WHEREAS the City of Camden owns a roller machine for laying asphalt to repair potholes on streets; and

WHEREAS the County is in need of a roller for pothole repair on County streets throughout the County and would like access to the City's roller; and

WHEREAS, the Board of Commissioners of the County of Camden (the "County") is desirous of entering into a Shared Services Agreement, as authorized pursuant to N.J.S.A. 40A:65-1, et seq., with the City of Camden (the "City") whereby the City agrees to store the roller at the Camden County Department of Public Works in Lindenwold, N.J. or other mutually agreed location and the roller will be maintained by the County; and

WHEREAS, in return for use of the roller by the County, the County's Department of Public Works will work with the City to repair potholes on City streets several times a month; and

WHEREAS the City will pay for the asphalt used to repair all potholes in the City; and

WHEREAS the term of the Agreement shall be for a period of five (5) years, commencing on or about April 1, 2023 and terminating on March 31, 2028; and

WHEREAS, this Shared Services Agreement is authorized pursuant to N.J.S.A. 40A:65-1, et seq. ("Uniform Shared Services and Consolidation Act") which permits two or more local units

to enter into an Agreement for any service which any party to the agreement is empowered to render within its jurisdiction: and

WHEREAS the Parties each agree that their mutual public purposes and their best interest will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act; and

WHEREAS by Resolution of the County adopted on March 16, 2023 and by Resolution of the City adopted on \_\_\_\_\_, the Parties authorized this Shared Services Agreement; now, therefore,

IN CONSIDERATION of the mutual promises of the Parties contained herein, it is agreed as follows:

TERM AND TERMINATION

This Agreement shall be for a period not to exceed five (5) years commencing on or about April 1, 2023 and terminating on March 31, 2028. Either party may terminate this Agreement for any reason or no reason upon 120 days written notice to the other party.

SCOPE OF SERVICES

The City will make available to the County at no cost a roller machine used for laying asphalt on streets for pothole repairs; said machine described in Exhibit "A" attached hereto and made a part hereof.

The City agrees to store the roller at the Camden County Department of Public Works in Lindenwold, N.J. or other mutually agreed location.

The roller will be kept in satisfactory condition and maintained by the County at its own cost.

The County shall assist the City with pothole repairs on City streets several times a

month in accordance with a mutually agreed upon schedule.

The City shall pay for all asphalt used by the City during the operation of the roller for repair of potholes on City streets.

#### INSURANCE

The Parties will each maintain general liability coverage, workers compensation coverage and where applicable, automobile liability coverage, in amounts sufficient for the services rendered pursuant to this Agreement.

#### NOTICES

All notices hereunder shall be in writing and mailed postage prepaid, certified mail, return receipt requested to all of the parties to this Agreement at the addresses listed herein above.

#### CONSTRUCTION OF THIS AGREEMENT

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall, therefore, be interpreted under the Laws of the State of New Jersey.

#### AMENDMENTS

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

#### ENTIRE AGREEMENT

This written Agreement represents the entire understanding of the parties. and it is acknowledged that there are no side or oral agreements relating to the understandings set forth herein.

SIGNATURE PAGE AFFIXED HERETO

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

COUNTY OF CAMDEN

\_\_\_\_\_  
Karyn Gilmore, Clerk  
Board of Commissioners

\_\_\_\_\_  
Ross G. Angilella  
County Administrator

ATTEST;

CITY OF CAMDEN

\_\_\_\_\_

\_\_\_\_\_  
Victor G. Carstarphen  
Mayor

Authorized by Resolution \_\_\_\_\_.  
Reviewed and approved as to form.

\_\_\_\_\_  
Name:  
City Attorney

# RESOLUTION

Res-Pg: 7-2

## RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF CAMDEN (DEPARTMENT OF PUBLIC WORKS) AND THE CITY OF CAMDEN FOR USE OF CAMDEN CITY ROLLER

WHEREAS the City of Camden owns a roller machine for laying asphalt to repair potholes on streets; and

WHEREAS the County is in need of a roller for pothole repair on County streets throughout the County and would like access to the City's roller; and

WHEREAS, the Board of Commissioners of the County of Camden (the "County") is desirous of entering into a Shared Services Agreement, as authorized pursuant to N.J.S.A. 40A:65-1, et seq., with the City of Camden (the "City") whereby the City agrees to store the roller at the Camden County Department of Public Works in Lindenwold, N.J. or other mutually agreed location and the roller will be maintained by the County; and

WHEREAS, in return for use of the roller by the County, the County's Department of Public Works will work with the City to repair potholes on City streets several times a month; and

WHEREAS the City will pay for the asphalt used to repair all potholes in the City; and

WHEREAS the term of the Agreement shall be for a period of five (5) years, commencing on or about April 1, 2023 and terminating on March 31, 2028; and

WHEREAS all other terms and conditions will be reviewed and approved by the Office of County Counsel; now, therefore,

BE IT RESOLVED by the Board of Commissioners of the County of Camden that, pursuant to N.J.S.A. 40A:65-1, et seq., the proper County officials be and are

# RESOLUTION

Res-Pg: 7-3

hereby authorized to execute all documents necessary to affect a Shared Services Agreement with the City of Camden, City Hall, 4<sup>th</sup> Floor, Camden, New Jersey 08101, whereby the City of Camden agrees to store its roller machine at the Camden County Department of Public Works in Lindenwold, N.J. or other mutually agreed location for use by the County and City, and the County will maintain the roller and assist the City with its pothole repairs several times a month with the City paying for all asphalt used to repair City potholes, for a term not to exceed five (5) years commencing on or about April 1, 2023 to March 31, 2028; and

BE IT FURTHER RESOLVED all other terms and conditions of the Shared Services Agreement between the Parties shall be reviewed and approved by the Office of County Counsel.

LJP  
#4076

Z:Files-Gen-Highway-SSA w City for Roller  
Res auth SSA  
Adopted 3-16-23

FUENTES:  
04-11-23

**RESOLUTION RECOGNIZING APRIL AS NATIONAL AUTISM AWARENESS MONTH**

WHEREAS, National Autism Awareness Month began in 1972 as National Autistic Children’s Week. The Autism Society founded the event to increase awareness, advocate awareness, and spark change in schools, communities, medical facilities, and businesses; and

WHEREAS, National Autism Awareness Month raises awareness for autism and Asperger’s syndrome during April. Autism is a complex brain disorder that often inhibits a person’s ability to communicate, respond to surroundings, and form relationships with others; and

WHEREAS, according to WHO, about one in 270 people in the world has Autism Spectrum Disorder (ASD). ASD is a group of developmental disabilities that causes challenges in many areas of one’s life. Some of the profoundly affected areas include social, communication, and behavior. Children with ASD are usually nonverbal or they have restricted or repetitive behaviors. ASD also affects people of all racial, ethnic, and socioeconomic backgrounds; and

WHEREAS, the month-long observance takes place during World Autism Awareness Day (WAAD), celebrated each year on April 2nd. WAAD was adopted by the United Nations in 2007 to shine a bright light on autism as a growing global health crisis. WAAD activities increase world knowledge of autism and impart information about the importance of early diagnosis and early intervention. Additionally, WAAD celebrates the unique talents and skills of persons with autism around the world; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that, for all the reasons set forth above, it hereby recognizes and designates the month of April as National Autism Awareness Month in the City of Camden in honor of all individuals at risk for colon cancer, and all of those affected by the disease.

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: April 11, 2023

The above has been reviewed  
and approved as to form



DANIEL S. BLACKBURN  
City Attorney

ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



Camden City Council  
**RESOLUTION / ORDINANCE REQUEST FORM**

DATE: March 30, 2023

Council Meeting Date: April 11, 2023

FROM: Councilperson

- |                                     |  |                          |  |
|-------------------------------------|--|--------------------------|--|
| <input checked="" type="checkbox"/> | Angel Fuentes, President               | <input type="checkbox"/> | Marilyn Torres, 3 <sup>rd</sup> Ward       |
| <input type="checkbox"/>            | Sheila Davis, Vice President, At-Large | <input type="checkbox"/> | Felicia Reyes-Morton, 4 <sup>th</sup> Ward |
| <input type="checkbox"/>            | Shaneka Boucher, 1st Ward              | <input type="checkbox"/> | Nohemi G. Soria-Perez, At-Large            |
| <input type="checkbox"/>            | Chris Collins, 2 <sup>nd</sup> Ward    |                          |  |

**Action Requested:**

**RESOLUTION RECOGNIZING APRIL AS NATIONAL AUTISM AWARENESS MONTH**

\*\*\*\*Please attach any supporting documents

*Angel Fuentes /nfb*

**3/30/23**

Signature of Councilperson

Date



R-37

**RESOLUTION RECOMMENDING THAT THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND OTHER STATE AGENCIES INVOLVED IN EXAMINING WHETHER ADDITIONAL SAFETY PRECAUTIONS SHOULD BE CONSIDERED FOR RAIL CARRIERS INVOLVED IN THE TRANSPORT OF LIQUID NATURAL GAS AND OTHER HAZARDOUS CHEMICALS, GIVE SERIOUS CONSIDERATION TO THE PUBLIC SAFETY NEEDS OF THE RESIDENTS OF THE CITY OF CAMDEN**

**WHEREAS**, recently there has been a spate of train derailments in the United States, including a recent freight train derailment that released hazardous chemicals in Palestine, Ohio, and

**WHEREAS**, these recent freight train derailments have raised concerns throughout the United States, including but not limited to, New Jersey, as to whether additional precautionary measures should be considered related to the transport of these hazardous chemicals, including liquid natural gas, by rail; and

**WHEREAS**, many freight trains, including those transporting hazardous chemicals have operated and continue to operate in and around the City of Camden; and

**WHEREAS**, a group of concerned residents recently attended a City Council meeting and have raised concerns about the risks involved in the transport of liquid natural gas by rail; and

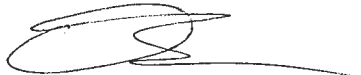
**WHEREAS**, the Administration and the City Council of the City of Camden now seek to respectfully recommend to the New Jersey Department of Transportation and other state agencies, involved in examining whether additional safety precautions should be considered for rail carriers involved in the transport of hazardous chemicals, including liquid natural gas, take into account and give serious consideration to the public safety needs of the residents of the City of Camden in determining whether additional safety precautions related to the transport by rail of these hazardous chemicals are necessary; now therefore

**BE IT RESOLVED**, by the Administration and the City Council of the City Camden that both hereby respectfully recommend that the New Jersey Department of Transportation and other state agencies, involved in examining whether additional safety precautions should be considered for rail carriers involved in the transport of hazardous chemicals, including liquid natural gas, in New Jersey, including transport in and around the City of Camden, take into account and give serious consideration to the public safety needs of the residents of the City of Camden in determining whether additional safety precautions related to the transport of these hazardous chemicals are necessary and should be implemented.

**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 approve or veto this Resolution. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

Date: April 11, 2023

The above has been reviewed and approved as to form.



DANIEL S. BLACKBURN  
City Attorney

\_\_\_\_\_  
ANGEL FUENTES  
President, City Council

ATTEST:

\_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk