



# AGENDA

CITY OF CAMDEN

CITY COUNCIL REGULAR MEETING

*July 11th, 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 July 6th, 2023 Caucus meeting  
Please note that items within boxed area (s) are items added.  
Items on consent Agenda include Resolutions: 1-8, 10, 13-17, 19-24, 26-28



## CITY COUNCIL AGENDA

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

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

APPROVAL OF MINUTES

### PRESENTATIONS

#### Department of Administration

1. Presentation to the Council on the new City software application; GovConnect

### COMMUNICATIONS

#### Department of Finance

1. Check Registers of the City of Camden for The Period of May 25<sup>th</sup>, 2023 to June 26<sup>th</sup>, 2023
2. Payroll Register Summary for The City of Camden for The Pay Periods of June 9<sup>th</sup>, 2023 and June 23<sup>rd</sup>, 2023

#### Public Hearing

3. "Public Hearing to Receive Input on a Community Benefits Agreement between the City of Camden and Northgate Preservation Urban Renewal LLC for Northgate I."

**OLD BUSINESS**

**ORDINANCES – FIRST READING**

Office of the City Attorney

1. Ordinance Authorizing The Removal Of Deed Restrictions And Reversionary Language On 2800 Thompson & Southside Thompson Street East Of 28<sup>th</sup> Street

Department of Administration

2. Ordinance Amending The Camden City Code Chapter 840; Water, Part 1; General Provisions, Article 1; Connections And Repairs, To Establish A New Section 840-11, Lead Service Lines Replacement Program For The Purpose Of Meeting The Requirements Established By N.J.S.A. 58: 12A-40 Et Seq.
3. An Ordinance Amending Title VII “Utilities,” Chapter 700, Article II “Water Service Provisions And Rates,” Section 020 And Article III “Sewer Service Provisions And Rates” Section 150 Of The Revised General Ordinances

Department of Public Works

4. Ordinance Authorizing The Removal Of Accessible Parking Privileges in Certain Locations In The City Of Camden
5. An Ordinance Designating Restricted Residential Parking Zones For Individuals With Disabilities To Certain Areas In The City of Camden As Accessible Parking Privileges Only

**ORDINANCES – SECOND READING & PUBLIC HEARING**

Office of the City Attorney

1. Ordinance Authorizing the Acquisition of Certain Parcels of Land, In The City of Camden by Eminent Domain Pursuant to N.J.S.A. 52:27D-325 The Fair Housing Act for The Purpose of Constructing Low and Moderate Income Housing for The Ablett Village CNI Grant Program
2. An ordinance authorizing the transfer of certain parcels of land to the Camden Redevelopment Agency for the purpose of constructing low and moderate income housing for the Ablett Village CNI Grant Program pursuant to N.J.S.A. 40A:12-20

Department of Development & Planning

3. Ordinance amending the Camden City Code to repeal section 870-258, which previously was Chapter 577 of the Camden City Code, and amended by MC-4995, adopted on August 9,2016; to adopt a new section 870-258; to adopt

flood hazard maps; to designate a floodplain administrator and provide for severability and an effective date

**Department of Public Works**

4. An ordinance designating restricted residential parking zones for individuals with disabilities to certain areas in the City of Camden as handicap parking privileges only

**PUBLIC COMMENT**

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

**RESOLUTIONS**

**Office of the City Attorney**

1. Resolution Authorizing An Amendment #1 To Contract #09-22-154 With Qual-Lynx
2. Resolution Authorizing A Contract For Professional Services To Special Counsel For General Legal Services
3. Resolution Authorizing “In Rem” Amended Tax Foreclosure For List #197

**Department of Administration**

4. Resolution Authorizing A Shared Services Agreement Between The City of and the Camden City School District To Provide Pre-Packaged Breakfast And Lunch For The 2023 Summer Food Service
5. Resolution Authorizing The City To Enter Into A Contract With NAPA Auto Parts Via The Sourcewell Purchasing Cooperative For Various Fleet Maintenance Equipment And Aftermarket Vehicle Parts
6. Resolution Amending Resolution #18 (MC-23:8893) To Authorize An Increase Of \$450,000.00 To Fund The City’s Participation In The Southern New Jersey Regional Employee Benefits Fund To Provide Health Insurance Coverage For Retired Employees And Dependents Eligible For The Medicare Advantage Program And Employer Waiver Program
7. Resolution Authorizing An Emergency Services Agreement With Anchor IT Group And BIFF-Duncan For IT Infrastructure Modernization, Project Management And IT Support
8. Resolution Awarding of Contract To Direct Energy Business Marketing, LLC For The Provision Of Natural Gas Supply Services Under The SJ Power Cooperative

9. Resolution Awarding A Contract To Axis Defense Group For Security Guard Services For Two Years
10. Resolution Amending Resolution #12 (MC-23:8995) To Increase Municipal Lien Applied Due To Emergency Demolition Of 937-939, 941 & 943 South 4<sup>th</sup> Street, Block 244, Lots 31-33, And Stuccoing The Wall Of 945 South 4<sup>th</sup> Street By \$25,000.00
11. Resolution Approving The Establishment Of A List Of Prequalified Engineering Firms For The Provision of Professional Engineering Services To Be Assigned As Needed For A Period Of One Year
12. Resolution Authorizing The Execution Of A Community Benefits Agreement Between The City Of Camden And Northgate Preservation Urban Renewal LLC For Northgate I

**Health & Human Services**

13. Resolution Authorizing Execution of a Memorandum of Understanding Between the City of Camden and Center For Family Services Inc. For The Use of U.S. Wiggins School

**Department of Planning & Development**

14. Resolution Authorizing The City Of Camden To Initiate The Competitive Contracting Process To Receive Proposals For Camden Strong Revolving Loan Fund
15. Resolution Authorizing The Award Of A \$818,693.75 (Main Bid Plus Alt #1) Construction Contract to Paving Plus, LLC for FY 2021 Resurfacing of Various Streets Project
16. Resolution Accepting A Food Security Planning Grant From the New Jersey Economic Development Authority In The Amount Of \$125,000
17. Resolution Authorizing a contract with St. Joseph's Carpenter Society for \$1,803,250 For The administration and implementation of the ARP Camden Strong Commercial Facade Improvement Program
18. Resolution Authorizing The Execution Of A New Jersey Transportation Trust Fund Agreement In The Amount Of \$5,000,000 For Pedestrian Safety Improvements
19. Resolution Authorizing The Submission Of An Application To The New Jersey Department of Transportation For FY'2024 Transportation Trust Fund Municipal Aid

**Department of Finance**

20. Resolution Rescinding Resolution #35 (MC-23:9017) Authorizing A Budget Amendment Pursuant To N.J.S.A. 40A:4-87 In The Amount Of \$245,769.19 From The US Department Of Agriculture 2023 Summer Food Service Program Grant
21. Resolution Authoring A Budget Amendment Pursuant To N.J.S.A. 40A:4-87 In The Amount Of \$351,731.94 From The US Department Of Agriculture For The Summer Food Program
22. Resolution Authorizing Refunds To Various Lien Holders, Property Owners And Mortgage Companies For Various Properties and Duplicate Tax Certificate
23. Resolution Authorizing Cancellation Of Liens/Taxes And To Transfer Credits To Various Lien Holders, Property Owners And Mortgage Companies For Various Properties
24. Resolution Authorizing The Assignment of (11) Tax Sale Certificates At Full Value
25. Resolution Authorizing The Use Of American Rescue Plan-State & Local Fiscal Recovery Funds In The Amount Of \$500,000 For Youth Programming Throughout The City

**Department of Public Works**

26. Resolution Authorizing The Acceptance of PSE&G Lighting Service Agreement For The Installation Of A Light Fixtures On Ferry Avenue
27. Resolution Approving PSE&G Lighting Upgrades To Elijah Perry Park Basketball Courts On Ferry Avenue
28. Resolution Authorizing the execution of a Subrecipient Agreement With the Camden Community Partnership For Professional Services And Construction Management In Connection With The Elijah Perry Park Improvement Project

**Office of City Council**

29. Resolution recognizing Danny Oscar Garcia for his incredible accomplishments as an amateur and professional boxer which has led him to be considered one of the greatest Puerto Rican boxers of his time in two weight classes
30. Resolution in memoriam of Roberto Feliz

**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  
DIRECTOR OF FINANCE  
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C-1

**MEMORANDUM**

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

From: Gerald C. Seneski, Director of Finance 

Date: June 27, 2023

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

RECEIVED  
2023 JUN 28 PM 1:07  
MUNICIPAL CLERK'S OFFICE  
CAMDEN, N.J.

Attached, please find the Check Register for the City of Camden for the period of May 25<sup>th</sup>, 2023 to June 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: 05/25/23 to 06/26/24  
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					
50949	06/05/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	448.59		20413
50950	06/05/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	248.35		20413
50951	06/05/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	434.94		20413
50952	06/05/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	424.92		20413
50953	06/05/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	945.82		20413
50954	06/05/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	14,298.34		20413
50955	06/05/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,596.73		20413
50956	06/05/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,151.80		20413
50957	06/05/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,935.51		20413
50958	06/05/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,494.60		20413
50959	06/05/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,562.32		20413
50960	06/05/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	16.37	06/26/23 VOID	20413 (Reason: incorrect payee)
50961	06/05/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	3,230.27		20413
50962	06/05/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	1,477.15		20413
50963	06/05/23	LN-50190 FIG 20, LLC	2,194.06		20413
50964	06/05/23	LN-50190 FIG 20, LLC	2,094.06		20413
50965	06/05/23	LN-50190 FIG 20, LLC	2,194.06		20413
50966	06/05/23	LN-50190 FIG 20, LLC	428.90		20413
50967	06/05/23	LN-50190 FIG 20, LLC	2,104.92		20413
50968	06/05/23	LN-50190 FIG 20, LLC	2,194.06		20413
50969	06/05/23	LN-50190 FIG 20, LLC	424.17		20413
50970	06/05/23	LN-50190 FIG 20, LLC	412.23		20413
50971	06/05/23	LN-50190 FIG 20, LLC	415.44		20413
50972	06/05/23	LN-50195 DSHC ENTERPRISES, LLC	5,041.24		20413
50973	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,004.75	06/06/23 VOID	20413 (Reason: incorrect amount)
50974	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,094.06		20413
50975	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,703.78		20413
50976	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,661.91		20413
50977	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	6,671.08		20413
50978	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,150.17		20413
50979	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	694.06		20413
50980	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	8,815.26		20413
50981	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,056.72		20413
50982	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	41,526.59		20413
50983	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	8,509.62		20413
50984	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	426.97		20413
50985	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,657.55		20413
50986	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	29,719.91		20413
50987	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,178.40		20413
50988	06/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	14,154.54		20413
50989	06/06/23	LN-50190 FIG 20, LLC	1,323.75		20416
50990	06/06/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,981.75		20416
50991	06/06/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,675.85		20416
50992	06/06/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,579.74		20416
50993	06/06/23	LN-50227 Facet Properties LLC	12,619.81		20416
50994	06/09/23	LN-40206 US BANK CUST FOR PRO CAP 8	53.00		20417
50995	06/09/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,757.69		20417
50996	06/09/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,121.10		20417
50997	06/09/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,096.74		20417

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD 3RD PARTY 21 3rd Party Lienholders Account Continued					
50998	06/09/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,228.11		20417
50999	06/09/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	12,177.42		20417
51000	06/09/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,650.22		20417
51001	06/09/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,123.59		20417
51002	06/09/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	53.00		20417
51003	06/14/23	LN-40080 PC7, LLC	53.00		20427
51004	06/14/23	LN-40080 PC7, LLC	53.00		20427
51005	06/14/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	445.79		20427
51006	06/14/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	446.27		20427
51007	06/14/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	13,841.24		20427
51008	06/14/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	11,698.83		20427
51009	06/14/23	LN-50029 PC7REO, LLC	2,637.67		20427
51010	06/14/23	LN-50190 FIG 20, LLC	2,779.58		20427
51011	06/14/23	LN-50190 FIG 20, LLC	1,997.79		20427
51012	06/14/23	LN-50190 FIG 20, LLC	2,194.06		20427
51013	06/14/23	LN-50193 REARDEN LLC	2,102.52		20427
51014	06/14/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	5,586.58		20427
51015	06/14/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,693.10		20427
51016	06/14/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,328.58		20427
51017	06/14/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,797.65	06/26/23 VOID	20427 (Reason: incorrect amount)
51018	06/14/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	694.06		20427
51019	06/14/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,748.54		20427
51020	06/14/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,724.20		20427
51021	06/15/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,411.00		20428
51022	06/27/23	LN-10030 LIFE CENTER ACADEMY	1,062.80		20450
51023	06/27/23	LN-11230 THE HELPING NETWORK LLC	1,199.21		20450
51024	06/27/23	LN-11275 RAMON PENA	4,532.52		20450
51025	06/27/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	435.55		20450
51026	06/27/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	445.29		20450
51027	06/27/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	437.64		20450
51028	06/27/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	5,257.04		20450
51029	06/27/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	401.37		20450
51030	06/27/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,952.93		20450
51031	06/27/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	625.24		20450
51032	06/27/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,995.70		20450
51033	06/27/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	439.03		20450
51034	06/27/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,575.18		20450
51035	06/27/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	26,150.82		20450
51036	06/27/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	15,783.68		20450
51037	06/27/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	5,031.59		20450
51038	06/27/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	6,393.16		20450
51039	06/27/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	43.00		20450
51040	06/27/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	43.00		20450
51041	06/27/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	4,645.05		20450
51042	06/27/23	LN-50190 FIG 20, LLC	835.37		20450
51043	06/27/23	LN-50190 FIG 20, LLC	2,033.73		20450
51044	06/27/23	LN-50190 FIG 20, LLC	2,094.06		20450
51045	06/27/23	LN-50190 FIG 20, LLC	429.86		20450
51046	06/27/23	LN-50190 FIG 20, LLC	2,313.33		20450
51047	06/27/23	LN-50190 FIG 20, LLC	2,194.06		20450
51048	06/27/23	LN-50190 FIG 20, LLC	417.23		20450
51049	06/27/23	LN-50190 FIG 20, LLC	429.86		20450

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD 3RD PARTY 21 3rd Party Lienholders Account Continued					
51050	06/27/23	LN-50190 FIG 20, LLC	2,177.39		20450
51051	06/27/23	LN-50190 FIG 20, LLC	2,178.30		20450
51052	06/27/23	LN-50190 FIG 20, LLC	13,972.42		20450
51053	06/27/23	LN-50190 FIG 20, LLC	5,279.78		20450
51054	06/27/23	LN-50192 NALINI FUNDING LLC	53.00		20450
51055	06/27/23	LN-50195 DSHC ENTERPRISES, LLC	43.00		20450
51056	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	348.44		20450
51057	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,091.39		20450
51058	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,917.79		20450
51059	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	798.46		20450
51060	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,738.55		20450
51061	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	694.04		20450
51062	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	610.23		20450
51063	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	422.04		20450
51064	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,081.36		20450
51065	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,200.07		20450
51066	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,277.65		20450
51067	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,981.33		20450
51068	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,449.97		20450
51069	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,679.31		20450
51070	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,756.93		20450
51071	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,413.07		20450
51072	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,522.07		20450
51073	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	961.34		20450
51074	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,552.01		20450
51075	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	13,420.41		20450
51076	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,703.33		20450
51077	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,532.58		20450
51078	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,081.75		20450
51079	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,775.84		20450
51080	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	6,646.75		20450
51081	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,078.28		20450
51082	06/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	5,338.00		20450
51083	06/27/23	LN-50228 TLF 206 LLC	16,728.64		20450

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	132	3	493,353.50	6,818.77
Direct Deposit:	0	0	0.00	0.00
Total:	132	3	493,353.50	6,818.77

TD ARP CORONA ARP Funds Coronavirus FR Acct.					
1025	05/26/23	HER30	THE HERTZ CORPORATION	7,656.24	20399
1026	05/26/23	LEV01	LEVY CONSTRUCTION CO	133,739.62	05/31/23 20399
1027	05/26/23	SMART005	Smart stitch LLC	3,134.00	05/31/23 20399
1028	06/09/23	LEV01	LEVY CONSTRUCTION CO	370,300.15	20422
1029	06/19/23	TPB01	TIMOTHY P BRYAN ELECTRIC	68,348.93	20439
1030	06/26/23	SOU65	SOUTH JERSEY SOLUTIONS, LLC	48,927.49	20448

Check # Check Date Vendor Amount Paid Reconciled/Void Ref Num

TD ARP CORONA ARP Funds Coronavirus FR Acct. Continued

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	6	0	632,106.43	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	6	0	632,106.43	0.00

TD CDBG GRANT21 CDBG ACCOUNT

25678	06/05/23	ALL09	CHRISTOPHER L. MICHAELIS	1,248.50	06/12/23	20408
25679	06/05/23	WBM01	W B MASON CO, INC	1,830.18	06/12/23	20408
25680	06/09/23	EAS12	EASTSIDE BUILDERS	9,150.00	06/16/23	20419
25681	06/19/23	HOM11	HOME DEPOT	12,213.84		20432
25682	06/19/23	PUB04	PSE&G	1,479.92		20432
25683	06/26/23	WBM01	W B MASON CO, INC	483.23		20442 Direct Deposit

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	25,922.44	0.00
Direct Deposit:	1	0	483.23	0.00
Total:	6	0	26,405.67	0.00

TD ESCROW 2021 Escrow Account

1775	05/26/23	REM02	REMINGTON & VERNICK ENGINEERS	19,883.67	05/31/23	20404
1776	06/05/23	REM02	REMINGTON & VERNICK ENGINEERS	5,801.25		20410
1777	06/09/23	REM02	REMINGTON & VERNICK ENGINEERS	27,716.14		20420
1778	06/09/23	REM02	REMINGTON & VERNICK ENGINEERS	4,100.00		20421
1779	06/19/23	DEM07	DEMBO, BROWN & BURNS LLP	6,156.50		20435
1780	06/19/23	REM02	REMINGTON & VERNICK ENGINEERS	732.98		20435

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	6	0	64,390.54	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	6	0	64,390.54	0.00

TD ESG GRANT 21 ESG Account

10229	05/26/23	LAN25	LANDAUS PROPERTY MGMT LLC	11,222.00	06/09/23	20401
10230	05/26/23	MAZ03	MAURICE BASEM MAZAHREH	1,400.00	06/02/23	20401
10231	05/26/23	WAS15	WASHINGTON PARK APTS LLC	936.00	06/05/23	20401
10232	06/19/23	BVT01	BRANCH VILLAGE TOWNHOME II	5,443.56		20433
10233	06/19/23	MAZ03	MAURICE BASEM MAZAHREH	15,900.00		20433
10234	06/19/23	PUB04	PSE&G	3,842.04		20433
10235	06/19/23	TAM02	TAMARACK APARTMENTS, LLC	3,160.00		20433
10236	06/19/23	GRA36	GRAINGER, INC.	2,518.00		20434 Direct Deposit

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	7	0	41,903.60	0.00
Direct Deposit:	1	0	2,518.00	0.00
Total:	8	0	44,421.60	0.00

TD GEN INS 21 Insurance Fund Account

22940	05/26/23	CON24	CONCENTRA MEDICAL CENTER	490.00	05/31/23	20402
22941	05/26/23	CON53	CONNER STRONG & BUCKELEW, INC.	250.00	05/31/23	20402
22942	05/26/23	REP02	JOSEPH REPA	62.00	05/31/23	20402
22943	06/09/23	INT14	INTERNATIONAL ASSOC. OF FIRE-	489.74		20425
22944	06/09/23	INT15	INTERNATIONAL ASSOC OF FIRE-	1,469.22		20425

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD GEN INS 21 Insurance Fund Account Continued					
22945	06/09/23	JRA01 JBER RISK ADVISORS, LLC	1,040.00		20425
22946	06/09/23	LEE02 DONNA LEE VITALE	192.00		20425
22947	06/09/23	SAP01 ANTHONY R. SAPONARE	2,494.80		20425
22948	06/09/23	WAR25 GARY WARDEN	400.00		20425
22949	06/19/23	BEN27 GRACE V. RUSSELL-BENJAMIN	813.00		20429
22950	06/19/23	BRI23 ROSEANN BRIGGS	813.00		20429
22951	06/26/23	CON24 CONCENTRA MEDICAL CENTER	345.00		20444
22952	06/26/23	DSI02 DSI MEDICAL SERVICES INC.	795.00		20444
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	13	0	9,653.76	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	13	0	9,653.76	0.00
TD HOME GRANT21 HOME Project Funds Account					
13357	06/19/23	MAZ03 MAURICE BASEM MAZAHREH	6,187.50		20431
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	6,187.50	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	6,187.50	0.00
TD HOPWA GRNT21 Camden Housing Voucher Program					
14223	05/26/23	ROD69 LUIS RODRIGUEZ	109.00	06/07/23	20403
14224	06/05/23	WBM01 W B MASON CO, INC	972.48	06/12/23	20407
14225	06/06/23	AAA05 AAA REALTY & MANAGEMENT, LLC	637.00	06/20/23	20415
14226	06/06/23	ABE01 ABED S ABED	739.00	06/20/23	20415
14227	06/06/23	ABE06 ZAYED S ABED	2,356.00		20415
14228	06/06/23	AIO01 AION FOX RIDGE LLC	1,815.00	06/12/23	20415
14229	06/06/23	ALE02 ALEXAR PROPERTIES, LLC	968.00	06/09/23	20415
14230	06/06/23	ALP05 ALPINE COURT APARTMENTS	1,182.00	06/12/23	20415
14231	06/06/23	AME16 AMERICAN DREAM PROPERTIES	899.00	06/12/23	20415
14232	06/06/23	ANG08 ANGELO ASSOCIATES, LLC	930.00	06/21/23	20415
14233	06/06/23	ANT01 ANTIOCH PHASE II	703.00	06/09/23	20415
14234	06/06/23	ANT10 ANTIOCH DEV. URBAN RENEWAL, LP	736.00	06/09/23	20415
14235	06/06/23	BCI01 B&C INVESTING	1,019.00	06/12/23	20415
14236	06/06/23	BNT01 BNTR MOUNT LAUREL PROPCO, LLC	778.00	06/16/23	20415
14237	06/06/23	CAS31 CASTLE OAKS APTS. LLC	362.00	06/12/23	20415
14238	06/06/23	CED04 CEDAR BROOK NJ, LLC	1,018.00	06/13/23	20415
14239	06/06/23	CRO03 CROSSING AT GLASSBORO, LLC	413.00	06/15/23	20415
14240	06/06/23	DAV60 DAVENPORT VILLAGE	619.00	06/15/23	20415
14241	06/06/23	DEL56 DELANCO FAMILY APTS	674.00	06/09/23	20415
14242	06/06/23	DIO01 GENE DINA	1,110.00	06/12/23	20415
14243	06/06/23	FAI17 FAIRVIEW VILLAGE URBAN RENEWAL	355.00	06/22/23	20415
14244	06/06/23	FOX04 AION FOX RIDGE, LLC	1,011.00	06/09/23	20415
14245	06/06/23	GAB02 ELI GABAY	1,110.00	06/09/23	20415
14246	06/06/23	GAR54 VERENICE GARCIA	957.00	06/12/23	20415
14247	06/06/23	GAT05 GATEHOUSE & COOPERSTOWN APTS	714.00	06/12/23	20415
14248	06/06/23	GIB04 GIBBSBORO REALTY LLC	1,175.00	06/12/23	20415
14249	06/06/23	GRA65 GRACE PROPERTY SOLUTION	565.00		20415
14250	06/06/23	GRE49 GREEN GARDEN APARTMENT, LLC	772.00	06/09/23	20415
14251	06/06/23	GTM01 GTM VILLAGES, LLC	330.00	06/12/23	20415

Check #	Check Date	Vendor	Amount Paid	Reconciled/void	Ref Num
TD HOPWA GRNT21		Camden Housing Voucher Program Continued			
14252	06/06/23	GUI09 ROBERT J GUILFOYLE	302.00		20415
14253	06/06/23	HOL49 HOLLYBUSH PRESERVATION	751.00	06/15/23	20415
14254	06/06/23	HPA01 HP ALTMAN AUTUMN RIDGE LLC	406.00	06/13/23	20415
14255	06/06/23	HUM05 LEON HUMPHREY	30.00	06/12/23	20415
14256	06/06/23	HYD05 EAST COAST HYDE PARK	1,624.00	06/14/23	20415
14257	06/06/23	JEN21 LAWRENCE AND GLENN JENTSCH	950.00		20415
14258	06/06/23	JEN22 GUSS T. JENKINS	75.00	06/13/23	20415
14259	06/06/23	KEL27 BARBARA KELLY	850.00	06/14/23	20415
14260	06/06/23	KIY01 MICHAEL KIYAGA	917.00	06/14/23	20415
14261	06/06/23	KRI04 KRIEGMAN & SMITH	966.00	06/21/23	20415
14262	06/06/23	LEW18 LEWIS INSEPCTIONS	1,125.00	06/15/23	20415
14263	06/06/23	LIN20 LINDENWOLD PH, LP	2,044.00	06/12/23	20415
14264	06/06/23	LUM03 LUMBERTON CAMPUS LP	491.00	06/13/23	20415
14265	06/06/23	NOR05 NORTH FORKLANDING ASSOCIATION	598.00	06/09/23	20415
14266	06/06/23	OAK04 OAK RIDGE APARTMENTS	1,637.00	06/09/23	20415
14267	06/06/23	PAR40 PARKVIEW HOLDINGS INVESTOR	1,042.00	06/15/23	20415
14268	06/06/23	REA16 REAL PORTFOLIO 8, LLC	256.00	06/09/23	20415
14269	06/06/23	ROB60 ROBIN HILL APARTMENTS	1,112.00	06/12/23	20415
14270	06/06/23	ROD69 LUIS RODRIGUEZ	109.00	06/15/23	20415
14271	06/06/23	ROS04 ROSS GROVE, LLC	160.00	06/12/23	20415
14272	06/06/23	SPR09 1721 SPRINGDALE URBAN RENEWAL	1,010.00	06/21/23	20415
14273	06/06/23	TAM02 TAMARACK APARTMENTS, LLC	407.00	06/13/23	20415
14274	06/06/23	THE36 THE HEATHERS REALTY, LLC	729.00	06/12/23	20415
14275	06/06/23	TNJ01 TNJ PROPERTIES/PRESIDENTIAL	758.00	06/12/23	20415
14276	06/06/23	TUC03 RAYMOND TUCKER	816.00	06/09/23	20415
14277	06/06/23	VES04 VESTORS PROPERTIES	777.00	06/13/23	20415
14278	06/06/23	WAS15 WASHINGTON PARK APTS LLC	714.00	06/13/23	20415
14279	06/06/23	WHI08 WHITEGOLD INVESTMENTS LLL	144.00	06/13/23	20415
14280	06/06/23	WIL84 CHRIS WILLIAMS	839.00	06/14/23	20415
14281	06/06/23	WSA01 WS AFFORDABLE URBAN RENEWAL LL	553.00	06/12/23	20415
14282	06/06/23	YCM01 YC MANAGEMENT, LLC	477.00	06/16/23	20415
14283	06/09/23	MAR109 MARKET FAIR URBAN	488.00	06/22/23	20418
14284	06/19/23	AAA05 AAA REALTY & MANAGEMENT, LLC	637.00		20430
14285	06/19/23	ABE01 ABED S ABED	739.00		20430
14286	06/19/23	ABE06 ZAYED S ABED	2,356.00		20430
14287	06/19/23	AIO01 AION FOX RIDGE LLC	1,815.00		20430
14288	06/19/23	ALE02 ALEXAR PROPERTIES, LLC	968.00		20430
14289	06/19/23	ALP05 ALPINE COURT APARTMENTS	1,182.00		20430
14290	06/19/23	AME16 AMERICAN DREAM PROPERTIES	899.00		20430
14291	06/19/23	ANG08 ANGELO ASSOCIATES, LLC	930.00		20430
14292	06/19/23	ANT01 ANTIOCH PHASE II	703.00		20430
14293	06/19/23	ANT10 ANTIOCH DEV. URBAN RENEWAL, LP	736.00		20430
14294	06/19/23	BCI01 B&C INVESTING	1,019.00		20430
14295	06/19/23	BNT01 BNTR MOUNT LAUREL PROPCO, LLC	778.00		20430
14296	06/19/23	CAS31 CASTLE OAKS APTS. LLC	362.00		20430
14297	06/19/23	CRO03 CROSSING AT GLASSBORO, LLC	413.00		20430
14298	06/19/23	DAV60 DAVENPORT VILLAGE	619.00		20430
14299	06/19/23	DEL56 DELANCO FAMILY APTS	674.00		20430
14300	06/19/23	DIO01 GENE DINA	1,110.00		20430
14301	06/19/23	FAT17 FAIRVIEW VILLAGE URBAN RENEWAL	355.00		20430
14302	06/19/23	FOX04 AION FOX RIDGE, LLC	1,011.00		20430
14303	06/19/23	GAB02 ELI GABAY	1,110.00		20430

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD HOPWA GRNT21 Camden Housing Voucher Program Continued					
14304	06/19/23	GAR54 VERENICE GARCIA	957.00		20430
14305	06/19/23	GAT05 GATEHOUSE & COOPERSTOWN APTS	714.00		20430
14306	06/19/23	GIB04 GIBBSBORO REALTY LLC	1,175.00		20430
14307	06/19/23	GRA65 GRACE PROPERTY SOLUTION	565.00		20430
14308	06/19/23	GRE49 GREEN GARDEN APARTMENT, LLC	772.00		20430
14309	06/19/23	GTM01 GTM VILLAGES, LLC	330.00		20430
14310	06/19/23	GUI09 ROBERT J GUILFOYLE	302.00		20430
14311	06/19/23	HOL49 HOLLYBUSH PRESERVATION	751.00		20430
14312	06/19/23	HPA01 HP ALTMAN AUTUMN RIDGE LLC	406.00		20430
14313	06/19/23	HUM05 LEON HUMPHREY	30.00		20430
14314	06/19/23	HYD05 EAST COAST HYDE PARK	1,624.00		20430
14315	06/19/23	JEN21 LAWRENCE AND GLENN JENTSCH	950.00		20430
14316	06/19/23	JEN22 GUSS T. JENKINS	75.00		20430
14317	06/19/23	KEL27 BARBARA KELLY	850.00		20430
14318	06/19/23	KIY01 MICHAEL KIYAGA	917.00		20430
14319	06/19/23	KRI04 KRIEGMAN & SMITH	966.00		20430
14320	06/19/23	LEW18 LEWIS INSEPCTIONS	1,016.00		20430
14321	06/19/23	LIN20 LINDENWOLD PH, LP	2,044.00		20430
14322	06/19/23	LUM03 LUMBERTON CAMPUS LP	491.00		20430
14323	06/19/23	NOR05 NORTH FORKLANDING ASSOCIATION	598.00		20430
14324	06/19/23	OAK04 OAK RIDGE APARTMENTS	1,637.00		20430
14325	06/19/23	PAR40 PARKVIEW HOLDINGS INVESTOR	1,042.00		20430
14326	06/19/23	REA16 REAL PORTFOLIO 8, LLC	256.00		20430
14327	06/19/23	ROB60 ROBIN HILL APARTMENTS	1,112.00		20430
14328	06/19/23	ROD69 LUIS RODRIGUEZ	109.00		20430
14329	06/19/23	ROS04 ROSS GROVE, LLC	160.00		20430
14330	06/19/23	SPR09 1721 SPRINGDALE URBAN RENEWAL	1,010.00		20430
14331	06/19/23	TAM02 TAMARACK APARTMENTS, LLC	407.00		20430
14332	06/19/23	THE36 THE HEATHERS REALTY, LLC	729.00		20430
14333	06/19/23	TUC03 RAYMOND TUCKER	816.00		20430
14334	06/19/23	VES04 VESTORS PROPERTIES	777.00		20430
14335	06/19/23	WHI08 WHITEGOLD INVESTMENTS LLL	144.00		20430
14336	06/19/23	WSA01 WS AFFORDABLE URBAN RENEWAL LL	553.00		20430
14337	06/26/23	CED04 CEDAR BROOK NJ, LLC	1,050.00		20441
14338	06/26/23	SKR01 CHRISTINE SKROSKI	388.00		20441

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	116	0	92,324.48	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	116	0	92,324.48	0.00

TD TRUST 21	Trust Other Account			
3557	06/19/23	WBM01 W B MASON CO, INC	20,290.00	20438 Direct Deposit
3558	06/26/23	NJD20 NJ DEPT OF HLTH & SR SER.	86.40	20443

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	86.40	0.00
Direct Deposit:	1	0	20,290.00	0.00
Total:	2	0	20,376.40	0.00

TD WATER 21	water 1/1/21 4308903560			
8785	05/26/23	NJA18 NJ AMERICAN WATER CO	775,124.77	20400



Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD WATER 21      water 1/1/21 4308903560      Continued					
8786	05/26/23	REM02 REMINGTON & VERNICK ENGINEERS	40,509.64	05/30/23	20400
8787	06/05/23	CAP27 CAPE ATLANTIC TITLE AGENCY LLC	799.42		20411
8788	06/26/23	ASW01 AUTO SUPER WASH	1,438.59		20445
8789	06/26/23	BRI29 BRINSON DEVELOPMENT LLC	95.88		20445
8790	06/26/23	LAN27 GERARD LANGAN	502.66		20445
8791	06/26/23	MAS26 MARITZA SANTIAGO	890.14		20445
8792	06/26/23	MEL24 JOSE MELO	159.22		20445
8793	06/26/23	NJA18 NJ AMERICAN WATER CO	9,363.69		20445
8794	06/26/23	REM02 REMINGTON & VERNICK ENGINEERS	35,451.58		20445
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	10	0	864,335.59	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	10	0	864,335.59	0.00
TDGENERAL21      General Account					
140238	05/26/23	ACE03 ACE ELEVATOR, LLC	2,333.91		20398
140239	05/26/23	AME01 AMERICAN ASPHALT	19,457.93		20398
140240	05/26/23	ATT08 A T & T MOBILITY	2,404.86		20398
140241	05/26/23	BIF01 BIFF DUNCAN ASSOCIATES, INC.	2,396.25		20398
140242	05/26/23	BRO81 BROWN & CONNERY LLP	6,117.99	06/14/23 VOID	20398 (Reason: Wrong Amt Dionne Hic)
140243	05/26/23	CAM12 CAMDEN COUNTY CLERK'S OFFICE	71.00		20398
140244	05/26/23	CAM129 CAMDEN COUNTY POLICE DEPT	7,836.32		20398
140245	05/26/23	CAR01 CARTUN HARDWARE	110.62		20398
140246	05/26/23	CCM04 CCMCA	250.00		20398
140247	05/26/23	COM35 COMCAST BUSINESS SERVICES --	122.83		20398
140248	05/26/23	CON02 CONTRACTOR SERVICE	2,007.35		20398
140249	05/26/23	CON53 CONNER STRONG & BUCKELEW, INC.	8,333.33		20398
140250	05/26/23	COR36 CORE MECHANICAL, INC.	9,667.56		20398
140251	05/26/23	COU01 COURIER POST	5,455.24		20398
140252	05/26/23	COV05 COVANTA CAMDEN ENERGY RECOVERY	225,353.78		20398
140253	05/26/23	DEF10 DEFEO ASSOCIATES	1,526.25		20398
140254	05/26/23	DEL25 DELL, INC.	1,261.19		20398
140255	05/26/23	DEM07 DEMBO, BROWN & BURNS LLP	4,000.00		20398
140256	05/26/23	DRE07 DREW & ROGERS INC	4,945.00		20398
140257	05/26/23	DSE01 DIVAL SAFETY EQUIPMENT	916.23		20398
140258	05/26/23	EGE01 E & G EXTERMINATORS	3,510.00		20398
140259	05/26/23	ENV01 ENVIRONMENTAL RESOLUTIONS, INC	14,437.33		20398
140260	05/26/23	FED14 FEDEX (OMEGA CORP CTR)	8.68		20398
140261	05/26/23	GAR13 GARDEN STATE MAT RENTAL	61.94		20398
140262	05/26/23	GOV11 GOVERNMENT FINANCE OFFICERS	90.00		20398
140263	05/26/23	GOV13 GOVCONNECTION, INC.	492.15		20398
140264	05/26/23	GRA36 GRAINGER, INC.	3,250.36		20398
140265	05/26/23	HAL12 HALL FIRE RMS, LLC	337.50		20398
140266	05/26/23	HER30 THE HERTZ CORPORATION	5,621.31		20398
140267	05/26/23	IEH01 IEH AUTO PARTS, LLC	0.00	05/26/23 VOID	0
140268	05/26/23	IEH01 IEH AUTO PARTS, LLC	6,676.97		20398
140269	05/26/23	JJM01 JJM PLUMBING COMPANY	6,923.00		20398
140270	05/26/23	KEN13 JOSEPH J. KENNEY	775.00		20398
140271	05/26/23	KON05 KONICA MINOLTA PREMIER FINANCE	506.75		20398
140272	05/26/23	LIN18 LINE SYSTEMS, INC. DBA	12,682.72		20398
140273	05/26/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	14,200.00	05/26/23 VOID	20398 (Reason: not part of billlist)
140274	05/26/23	MAC23 MARLEE CONTRACTORS, LLC	1,892.75		20398

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			Continued
140275	05/26/23	MAD10 MADHOUS & TECHMATES LLC	6,628.63		20398
140276	05/26/23	MAJ02 MAJESTIC OIL CO, INC	7,664.10		20398
140277	05/26/23	MCA14 MCAA OF NJ	610.00		20398
140278	05/26/23	MCC44 HOWARD MCCOACH,PC	6,650.60		20398
140279	05/26/23	MIC09 MICHAEL'S	115.34		20398
140280	05/26/23	MID17 DIVAL SAFETY EQUIPMENT, INC	291.00		20398
140281	05/26/23	NJA06 NEW JERSEY AMERICAN WATER CO	11,195.60		20398
140282	05/26/23	NJL06 NJS LEAGUE OF MUNICIPALITIES	250.00		20398
140283	05/26/23	NOR41 NORTHSTAR VETS - MAPLE SHADE	156.55		20398
140284	05/26/23	PAC07 PACER SERVICE CENTER	118.30		20398
140285	05/26/23	PEA01 PEACH COUNTRY TRACTOR, INC.	9,500.00		20398
140286	05/26/23	POL01 POLLUTION CONTROL FINANCING	53,059.44		20398
140287	05/26/23	PRA14 JULIAN PRATT	500.00		20398
140288	05/26/23	PSE01 PSEG	12,673.72		20398
140289	05/26/23	QUAL5 QUADIENT, INC.	870.00		20398
140290	05/26/23	RCX01 RCX SPORTS LLC	6,161.00		20398
140291	05/26/23	REM02 REMINGTON & VERNICK ENGINEERS	1,483.28		20398
140292	05/26/23	RIV39 RIVERFRONT RECYCLING &	998.89		20398
140293	05/26/23	ROL08 ROLFERRY'S IMPRINT SPECIALTIES	366.50		20398
140294	05/26/23	SUR09 SURETY TITLE COMPANY, LLC	1,185.00		20398
140295	05/26/23	TDK01 TDK SYSTEMS GROUP, INC	3,344.78		20398
140296	05/26/23	THE03 THE TREE HOUSE, INC	743.57		20398
140297	05/26/23	UNI02 A-1 UNIFORM CITY, INC	27,830.00		20398
140298	05/26/23	UPS03 UPS	23.92		20398
140299	05/26/23	WBM01 W B MASON CO, INC	1,273.91		20398
140300	05/26/23	COM6224 COMCAST #6624 ISABEL MILLER	169.05		20405 Direct Deposit
140301	05/26/23	COM6404 COMCAST #6404 CRAMER HILL	116.85		20405 Direct Deposit
140302	05/26/23	COM7905 COMCAST #7905 ENGINE 11 FIRE	108.35		20405 Direct Deposit
140303	05/26/23	COM9135 COMCAST #9135 ENGINE 10 FIRE	153.35		20405 Direct Deposit
140304	05/26/23	COM9777 COMCAST #9777 FLEET	144.89		20405 Direct Deposit
140305	05/31/23	HOL52 Stephanie N. Holmes	1,222.00		20406
140306	06/05/23	AME01 AMERICAN ASPHALT	17,924.79		20409
140307	06/05/23	AND01 ANDREW VIOLA, ESQ	250.00		20409
140308	06/05/23	BLE03 THE BLEZNAK ORGANIZATION	26,105.26		20409
140309	06/05/23	CCM01 C C M U A	40,488.69		20409
140310	06/05/23	CHA44 LATEEFAH CHANDLER	824.89		20409
140311	06/05/23	CME01 CME ASSOCIATES	9,678.10		20409
140312	06/05/23	COR04 CORELOGIC, INC	2,114.15		20409
140313	06/05/23	COU01 COURIER POST	236.40		20409
140314	06/05/23	DIREC06 DIRECT ENERGY BUSINESS	5,405.22		20409
140315	06/05/23	DIV03 DIV OF MOTOR VEHICLES	300.00		20409
140316	06/05/23	DSE01 DIVAL SAFETY EQUIPMENT	1,131.20		20409
140317	06/05/23	EGE01 E & G EXTERMINATORS	935.00		20409
140318	06/05/23	FED14 FEDEX (OMEGA CORP CTR)	130.00		20409
140319	06/05/23	HER31 HERBERT, ROWLAND & GRUBIC, INC	13,655.00		20409
140320	06/05/23	HOM01 HOME DEPOT CREDIT SVCS.	814.00		20409
140321	06/05/23	HOM11 HOME DEPOT	4,664.00		20409
140322	06/05/23	IEH01 IEH AUTO PARTS, LLC	0.00	06/05/23 VOID	0
140323	06/05/23	IEH01 IEH AUTO PARTS, LLC	15,665.41		20409
140324	06/05/23	KON05 KONICA MINOLTA PREMIER FINANCE	506.75		20409
140325	06/05/23	LIF11 LIFE GUARD TRAINING NY	4,200.00		20409
140326	06/05/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	14,200.00		20409

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			
		Continued			
140327	06/05/23	LN-50218 Nigel Streater	6,528.00		20409
140328	06/05/23	MCC27 KRISDEN M MCCRINK	350.00		20409
140329	06/05/23	MCC44 HOWARD MCCOACH,PC	7,408.50		20409
140330	06/05/23	PAN09 PANERA, LLC	2,987.00		20409
140331	06/05/23	PEM02 PEMBERTON SUPPLY COMPANY LLC	372.50		20409
140332	06/05/23	REP01 REPUBLIC SERVICES	20,192.01		20409
140333	06/05/23	RIC28 RICOH CORPORATION	5.00		20409
140334	06/05/23	ROB12 ROBINSON WASTE DISPOSAL SVS	1,750.00		20409
140335	06/05/23	RRD01 RR DONNELLEY	2,376.00		20409
140336	06/05/23	THE03 THE TREE HOUSE, INC	440.42		20409
140337	06/05/23	WBM01 W B MASON CO, INC	11,748.63		20409
140338	06/05/23	WHA01 WHARTON HARDWARE & SUPPLY CORP	190.00		20409
140339	06/05/23	COM7997 COMCAST #7997 FIRE ADMIN.	264.89		20412
140340	06/06/23	RIO07 MARC A. RIONDINO	287.37		Direct Deposit
140341	06/09/23	AUT01 AUTOMATIC DATA PROCESSING	9,274.81		20414
140342	06/09/23	BAR36 AGOSTINO A BARBETTA JR	185.50		20423
140343	06/09/23	BOW15 BOWMAN INSPECTION LLC	3,000.00		20423
140344	06/09/23	BOY05 BOYD PHOTOGRAPHY LLC	850.00		20423
140345	06/09/23	CAM01 CAMDEN BAG & PAPER COMPAY	4,805.43		20423
140346	06/09/23	CAM46 CAMDEN REDEVELOPMENT AGENCY	13,374.65		20423
140347	06/09/23	CAR01 CARTUN HARDWARE	291.90		20423
140348	06/09/23	CCM01 C C M U A	5,135.25		20423
140349	06/09/23	COU11 GANNET MEDIA CORP	150.15		20423
140350	06/09/23	CRE29 CREATIONS BY JENN	597.00		20423
140351	06/09/23	DIV12 DIVISION OF MOTOR VEHICLES	71.50		20423
140352	06/09/23	DIV14 DIVISION OF MOTOR VEHICLES	120.00		20423
140353	06/09/23	EDU03 EDUCATIONAL DATA SERVICES, INC	1,940.00		20423
140354	06/09/23	EMD02 JEROME W EMDUR	55.00		20423
140355	06/09/23	FIR37 FIRST STUDENT, INC	4,445.20		20423
140356	06/09/23	FON04 FRANKIE FONTANEZ, ESQ	11,666.66		20423
140357	06/09/23	FRO12 EDUARDO FRONTADO	150.00		20423
140358	06/09/23	GAR13 GARDEN STATE MAT RENTAL	61.94		20423
140359	06/09/23	GLO04 GLOBAL INDUSTRIAL EQUIPMENT	760.99		20423
140360	06/09/23	GOV11 GOVERNMENT FINANCE OFFICERS	185.00		20423
140361	06/09/23	HAR02 HARRY'S PLUMBING L.L.C.	1,677.00		20423
140362	06/09/23	HOM11 HOME DEPOT	3,695.49		20423
140363	06/09/23	HUM02 MITCHELL HUMPHREY & CO.	12,680.00		20423
140364	06/09/23	IKO02 RICOH USA, INC	4,050.00		20423
140365	06/09/23	IND01 INDEPENDENT ANIMAL CARE SRV	20,515.00		20423
140366	06/09/23	IPD01 INSTITUTE FOR PROFESSIONAL DEV	100.00		20423
140367	06/09/23	KER02 JOHN D. KERNAN DMD PA	26,672.50		20423
140368	06/09/23	LAT06 RONALD LATTANZIO	103.00		20423
140369	06/09/23	MOU07 MOUNT LAUREL ANIMAL HOSPITAL	400.00		20423
140370	06/09/23	MUN36 MUNICIPAL EMERGENCY SERVICES	273.60		20423
140371	06/09/23	NJA06 NEW JERSEY AMERICAN WATER CO	988.76		20423
140372	06/09/23	NJL06 NJS LEAGUE OF MUNICIPALITIES	125.00		20423
140373	06/09/23	PAA01 PAA CONSULTINGLLC DBA SOMA	3,391.50		20423
140374	06/09/23	PAR01 PARKING AUTHORITY	96,484.58		20423
140375	06/09/23	PEA01 PEACH COUNTRY TRACTOR, INC.	212.00		20423
140376	06/09/23	PEN07 PENNSAUKEN ANIMAL HOSPITAL	547.46		20423
140377	06/09/23	PEN31 PENNONI ASSOCIATES, INC	270.00		20423
140378	06/09/23	PSEG01 PSEG	221,414.44		20423

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			Continued
140379	06/09/23	REM02 REMINGTON & VERNICK ENGINEERS	16,855.43		20423
140380	06/09/23	ROB12 ROBINSON WASTE DISPOSAL SVS	500.00		20423
140381	06/09/23	SAN05 MARK SAUNDERS	711.02		20423
140382	06/09/23	SCOTT005 SCOTT PARKER	1,037.00		20423
140383	06/09/23	SHA34 SHARDA PAPER INC	2,892.00		20423
140384	06/09/23	SHI03 SHI INTERNATIONAL CORP	205.40		20423
140385	06/09/23	SOU66 SOUTHERN NEW JERSEY REGIONAL	1,270,017.00		20423
140386	06/09/23	STA99 STAPLES ADVANTAGE	274.52		20423
140387	06/09/23	THI01 THIRD BASE SPORTS & TROPHIES	1,580.00		20423
140388	06/09/23	THO63 Evana Thomas	944.00		20423
140389	06/09/23	TIM05 TIME CLOCK SALES & SERVICE CO.	283.50		20423
140390	06/09/23	VIT09 VITAL RECORDS HOLDING, LLC	699.86		20423
140391	06/09/23	WET20 WETLAWN AUTOMATIC SPRINKLER	987.49		20423
140392	06/09/23	COM7626 COMCAST #7626 KAIGH AVE FIRE	113.35		20424 Direct Deposit
140393	06/09/23	COM8038 COMCAST #8038 PARK & OPEN SPAC	116.85		20424 Direct Deposit
140394	06/09/23	WBM01 W B MASON CO, INC	1,042.05		20424 Direct Deposit
140395	06/12/23	MID17 DIVAL SAFETY EQUIPMENT, INC	812.06		20426
140396	06/14/23	GEN27 GENERAL SPRING & ALIGNMENT SVC	3,672.74		20342
140397	06/19/23	AUB01 THE AUBREY GROUP, LLC	23,035.50		20436
140398	06/19/23	BAI11 BAINS DELI LLC - FRANCO PAN	1,198.80		20436
140399	06/19/23	BRO81 BROWN & CONNERY LLP	5,092.50		20436
140400	06/19/23	CAM12 CAMDEN COUNTY CLERK'S OFFICE	4,163.00		20436
140401	06/19/23	CAM46 CAMDEN REDEVELOPMENT AGENCY	11,757.09		20436
140402	06/19/23	CAP12 CAPEHART & SCATCHARD	7,061.50		20436
140403	06/19/23	CAR94 CARLIN, WARD, ASH & HEIART LLC	140.00		20436
140404	06/19/23	CAT11 CATHEDRAL SOUP KITCHEN	1,947.30		20436
140405	06/19/23	CME01 CME ASSOCIATES	9,764.03		20436
140406	06/19/23	CON53 CONNER STRONG & BUCKELEW, INC.	8,333.33		20436
140407	06/19/23	COR48 CORELOGIC	488.19		20436
140408	06/19/23	CPI01 CONCEPT PRINTING	3,286.90		20436
140409	06/19/23	DEC01 DECOTIIS, FITZPATRICK & COLE	916.50		20436
140410	06/19/23	DSE01 DIVAL SAFETY EQUIPMENT	850.00		20436
140411	06/19/23	EQU09 EQUIPMENT SHARE	290.00		20436
140412	06/19/23	FIGNJ19 FIG CUST FIGNJ19LLC & SEC PTY	3,953.81		20436
140413	06/19/23	HER30 THE HERTZ CORPORATION	8,449.46		20436
140414	06/19/23	HER31 HERBERT, ROWLAND & GRUBIC, INC	10,928.50		20436
140415	06/19/23	HOM11 HOME DEPOT	621.92		20436
140416	06/19/23	JER13 JERSEYSHORE REPORTING LLC	1,494.50		20436
140417	06/19/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,078.46		20436
140418	06/19/23	LN-50190 FIG 20, LLC	1,751.58		20436
140419	06/19/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	17,613.28		20436
140420	06/19/23	LN-50213 Frank Javier	2,384.58		20436
140421	06/19/23	LN-50222 WSFS as Custodian for Actlien	632.60		20436
140422	06/19/23	MCC44 HOWARD MCCOACH, PC	4,378.00		20436
140423	06/19/23	MIS01 MILLENNIUM STRATEGIES, LLC	5,500.00		20436
140424	06/19/23	MOR08 MORGAN CONSTRUCTION MANAGEMENT	4,800.00		20436
140425	06/19/23	NJL06 NJS LEAGUE OF MUNICIPALITIES	125.00		20436
140426	06/19/23	PAR07 PARA-PLUS TRANSLATIONS, INC	526.03		20436
140427	06/19/23	PSE01 PSEG	2,006.40		20436
140428	06/19/23	PTA01 PRESIDENTIAL TITLE AGENCY, INC	629.15		20436
140429	06/19/23	RAZ01 JACQUELINE O ABDUR-RAZZAQ	287.37		20436
140430	06/19/23	REG02 REGINE A ERVIN, CCR	1,205.50		20436

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			Continued
140431	06/19/23	ROB12 ROBINSON WASTE DISPOSAL SVS	400.00		20436
140432	06/19/23	TOW06 TOWNSHIP OF GLOUCESTER	321.00		20436
140433	06/19/23	UNI02 A-1 UNIFORM CITY, INC	12,296.00		20436
140434	06/19/23	WIT05 WITMER PUBLIC SAFETY GROUP	2,196.10		20436
140435	06/19/23	COM3757 COMCAST #3757 MLK JR. COMM.	116.85		20437 Direct Deposit
140436	06/19/23	COM7634 COMCAST #7634 BROADWAY COMM	156.85		20437 Direct Deposit
140437	06/19/23	COM9670 COMCAST #9670 MAYOR'S OFFICE	135.05		20437 Direct Deposit
140438	06/19/23	COM9812 COMCAST #9812 27 FEDERAL ST	113.35		20437 Direct Deposit
140439	06/19/23	COM9853 COMCAST #9853 MALANDRA HALL	116.85		20437 Direct Deposit
140440	06/19/23	GRA36 GRAINGER, INC.	6,827.31		20437 Direct Deposit
140441	06/19/23	WBM01 W B MASON CO, INC	485.15		20437 Direct Deposit
140442	06/26/23	AFF05 AFFINITY IT SECURITY SERVICES	5,066.00		20446
140443	06/26/23	AMA08 AMAZON CAPITAL SERVICES, INC.	73.97		20446
140444	06/26/23	ASP10 ASPHALT PAVING SYSTEMS	206,566.49		20446
140445	06/26/23	BER34 CHUCK E BERNARD	6,744.00		20446
140446	06/26/23	BRO96 RONALD BROWN	7,500.00		20446
140447	06/26/23	CAM01 CAMDEN BAG & PAPER COMPAY	3,617.01		20446
140448	06/26/23	CAM12 CAMDEN COUNTY CLERK'S OFFICE	63.00		20446
140449	06/26/23	CAP12 CAPEHART & SCATCHARD	7,239.00		20446
140450	06/26/23	CAR01 CARTUN HARDWARE	403.95		20446
140451	06/26/23	COR36 CORE MECHANICAL, INC.	816.23		20446
140452	06/26/23	COU101 COUNTY OF CAMDEN	11,000.00		20446
140453	06/26/23	COU11 GANNET MEDIA CORP	114.66		20446
140454	06/26/23	DEC01 DECOTIIS, FITZPATRICK & COLE	16,895.42		20446
140455	06/26/23	DEF10 DEFEO ASSOCIATES	1,850.00		20446
140456	06/26/23	DEL02 DEL VAL POOL MAINTENANCE	4,350.00		20446
140457	06/26/23	DIS15 DISPLAYS 2 GO	135.94		20446
140458	06/26/23	DSE01 DIVAL SAFETY EQUIPMENT	1,932.00		20446
140459	06/26/23	EBF01 EB FENCE LIMITED LIABILITY CO	12,950.00		20446
140460	06/26/23	EGE01 E & G EXTERMINATORS	730.00		20446
140461	06/26/23	EME15 EMERGENCY EQUIPMENT SALES, LLC	15,000.00		20446
140462	06/26/23	ENV01 ENVIRONMENTAL RESOLUTIONS, INC	9,690.00		20446
140463	06/26/23	FED14 FEDEX (OMEGA CORP CTR)	41.19		20446
140464	06/26/23	FIR37 FIRST STUDENT, INC	5,820.00		20446
140465	06/26/23	GAR13 GARDEN STATE MAT RENTAL	61.94		20446
140466	06/26/23	GEN27 GENERAL SPRING & ALIGNMENT SVC	139.78		20446
140467	06/26/23	HAR02 HARRY'S PLUMBING L.L.C.	375.10		20446
140468	06/26/23	HAR04 THE ORIGINAL W. HARGROVE	12,000.00		20446
140469	06/26/23	HER30 THE HERTZ CORPORATION	860.88		20446
140470	06/26/23	HIN03 CHAD HINSON	1,000.00		20446
140471	06/26/23	HOM11 HOME DEPOT	7,182.16		20446
140472	06/26/23	HOU03 ESTATE OF JOHN HOUSER	1,020.60		20446
140473	06/26/23	IKO02 RICOH USA, INC	8,356.35		20446
140474	06/26/23	IPD01 INSTITUTE FOR PROFESSIONAL DEV	50.00		20446
140475	06/26/23	LAF01 ANTHONY LAFORTE	2,245.20		20446
140476	06/26/23	LEF01 CARMEN LEFWICH	2,041.20		20446
140477	06/26/23	LEX01 LEXIS NEXIS	744.00		20446
140478	06/26/23	LN-31125 MTAG CUST/FIG CAP INV NJ13 LLC	2,549.65		20446
140479	06/26/23	LN-50226 William Rodriguez	5,057.27		20446
140480	06/26/23	MAI06 MAIN LINE COMMERCIAL POOLS, INC	7,301.49		20446
140481	06/26/23	MCC44 HOWARD MCCOACH, PC	6,733.10		20446
140482	06/26/23	MER04 MERCHANTVILLE-PENN WATER COMM	1,326.00		20446

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account	Continued		
140483	06/26/23	NFP02 NFPA	430.40		20446
140484	06/26/23	NJD02 NJ ADVANCE MEDIA, LLC	140.42		20446
140485	06/26/23	NJE07 NJ E-Z PASS	1,000.00		20446
140486	06/26/23	NOR46 ANDRE A NORWOOD JR	297.67		20446
140487	06/26/23	PAA01 PAA CONSULTINGLLC DBA SOMA	3,927.00		20446
140488	06/26/23	PEN07 PENNSAUKEN ANIMAL HOSPITAL	1,869.28		20446
140489	06/26/23	QUA15 QUADIENT, INC.	710.00		20446
140490	06/26/23	REM02 REMINGTON & VERNICK ENGINEERS	1,050.00		20446
140491	06/26/23	REV02 WILLIAM REVAITIS	2,041.20		20446
140492	06/26/23	THEIN005 THE INQUIRER	3,860.33		20446
140493	06/26/23	WES06 WEST MARINE PRODUCTS, INC.	46.17		20446
140494	06/26/23	COM5853 COMCAST #5853 N CAMDEN COMM	254.89		20447 Direct Deposit
140495	06/26/23	COM8493 COMCAST #8493 BROADWAY LIBERTY	156.85		20447 Direct Deposit
140496	06/26/23	COM9777 COMCAST #9777 FLEET	144.89		20447 Direct Deposit
140497	06/26/23	GRA36 GRAINGER, INC.	8,145.53		20447 Direct Deposit
140498	06/26/23	WBM01 W B MASON CO, INC	5,072.22		20447 Direct Deposit

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	236	4	3,032,609.79	20,317.99
Direct Deposit:	21	0	23,955.42	0.00
Total:	257	4	3,056,565.21	20,317.99

WIRES	WIRES	Amount Paid	Ref Num
62323	06/23/23 AET01 AETNA	1,279,830.72	20440
62623	06/26/23 AME80 AMERICAN WATER SERVICES	1,365,264.21	20449

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	2,645,094.93	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	2,645,094.93	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	535	7	7,907,968.96	27,136.76
Direct Deposit:	24	0	47,246.65	0.00
Total:	559	7	7,955,215.61	27,136.76

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	2-01	481,057.39	0.00	0.00	481,057.39
Current Fund	3-01	3,652,188.18	154,351.15	0.00	3,806,539.33
Water Operating Fund	3-05	1,553,646.99	1,181.43	0.00	1,554,828.42
Sewer Operating Fund	3-07	596,105.68	2,704.48	0.00	598,810.16
Insurance Trusts Fund	3-13	8,027.76	0.00	0.00	8,027.76
Trust - TTL Redemption	3-15	485,377.83	0.00	0.00	485,377.83
Trust	3-16	20,290.00	0.00	0.00	20,290.00
Trust - Animal Control	3-32	86.40	0.00	0.00	86.40
Year Total:		6,315,722.84	158,237.06	0.00	6,473,959.90
Sewer Capital Fund	C-08	75,961.22	0.00	0.00	75,961.22
	E-CV	19,354.00	0.00	0.00	19,354.00
Federal-State Grant Fund	G-02	649,064.53	0.00	0.00	649,064.53
	G-18	1,452.50	0.00	0.00	1,452.50
	G-20	5,188.32	0.00	0.00	5,188.32
	G-21	25,200.29	0.00	0.00	25,200.29
	G-BG	26,405.67	0.00	0.00	26,405.67
	G-ES	25,067.60	0.00	0.00	25,067.60
	G-HM	6,187.50	0.00	0.00	6,187.50
	G-HP	92,324.48	0.00	0.00	92,324.48
Year Total:		830,890.89	0.00	0.00	830,890.89
	T-31	7,975.67	0.00	0.00	7,975.67
	T-35	1,626.00	0.00	0.00	1,626.00
Year Total:		9,601.67	0.00	0.00	9,601.67
Total of All Funds:		7,732,588.01	158,237.06	0.00	7,890,825.07

Project Description	Project No.	Project Total
Camden County Council OEO, Inc	0408I737	149.68
Branch Village Assoc Phase IV	0408I858	397.50
Camden Hotel Partners, LLC	0408I869	136.42
EMR-Eastern-Kaighn's Point	0408I875	2,370.63
CAMDEN TOWN CENTER, LLC UNT P4	0408I890	337.67
PSE&G New State Street Substat	0408I892	1,475.96
HEMANG PATEL RAJ & AARAV, INC	0408I895	1,792.27
PSE&G Woodlynne Substation	0408I899	886.26
CRAMER HILL FAMILY BLK823	0408I903	50.00
CRAMER HILL SENIOR URBAN RENEW	0408I904	100.00
CRAMER HILL FAMILY BLK856	0408I905	50.00
PSE&G M&R STATION	0408I910	498.52
DEV GHANSHYAM, LLC	0408I912	32.50
CP THORN & COPEWOOD, LLC	0408I914	14,829.86
PLANKTON ENERGY, LLC	0408I920	175.24
PENNSAUKEN QOZ SELF STORAGE LL	0408I927	345.24
AIR PRODUCTS AND CHEMICALS, INC	0408I928	9,025.04
Camden's Charter School Netwrk	0408P896	656.25
Matrix Admiral Wilson Develop	0408P909	950.00
Dev Ghanshyam, LLC	0408P912	418.75
MAYTAV BUS COMPANY, INC	0408P925	2,000.00
PENNSAUKEN QOZ SELF STORAGE LL	0408P927	4,131.25
BRANCH VILLAGE HME OWNERSHIP	0408P929	85.00
MIGUEL'S PHARMACY	0408P930	4,436.25
CCIA - 401 NORTH DELAWARE AVE	0408P931	416.25
PSE&G STATE STREET SUBSTATION	0408P932	1,392.50
COOPER CANCER CENTER, INC.	0408P933	650.00



Project Description	Project No.	Project Total
CAMDEN'S CHARTER SCHOOL NETWRK	0408P936	416.25
COOPER CANCER CENTER MDA SIGNG	0408P937	1,978.75
VIRTUA OLOL TRASH COMPACTOR	0408P940	200.00
NJEDA DELAWARE AVE & STATE ST	0408P942	1,536.25
URBAN DEVELOPMENT PARTNERS,LLC	0408P943	250.00
1828 REALTY ASSOCIATES, LLC	0408P944	4,100.00
PATRICK J. KELLY DRUMS, INC	0408P946	1,963.75
CAMDEN'S CHARTER SCHOOL AMENDE	14866	412.50
PSE&G M&R STATION	15277	1,360.00
VIRTUA OLOL HOSPITAL, INC	15634	3,472.00
VIRTUA OLOL TRASH COMPACTOR	15905	912.00
Total of All Projects:		<u>64,390.54</u>



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

C-2

**MEMORANDUM**

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

From: Gerald Seneski, Director of Finance *JS*

Date: June 27, 2023

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

RECEIVED  
2023 JUN 28 PM 1:07  
MUNICIPAL CLERK'S OFFICE  
CAMDEN, N.J.

Attached, please find the Payroll Register Summary for the City of Camden for the pay periods of 6/9/23 and 6/23/23 . 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

COMPANY TOTAL HOURS EARNINGS STATUTORY DEDUCTIONS VOLUNTARY DEDUCTIONS NET PAY

EXE 5,575.18 REG 1,546,353.51 REG 22,625.99 O/T 155,918.88 FIT 1,351,812.43 TOTAL DEDUCTIONS 640 Pays  40,431.55

.00 O/T 464.67 EARNINGS 3 121,735.18 EARNINGS 4 51,877.06 SS 23,408.18 MED 64,230.38 STATE 2,848.43 SUI 1,013.52 FII

2,219.50 HOURS 3 1,290.42 EARNINGS 5 1,891,540.43 GROSS 64,230.38 STATE 2,848.43 SUI 1,013.52 FII

HOURS ANALYSIS: 10.00 10 SUSQUA 2,140.50 15 ST/OT 69.00 16 1&1/2 297.33 K SICK

EARNINGS ANALYSIS: 1,067.10 A ACT.ST 37.00 C CLOTH 2,092.03 D DOCK T 10,474.77 V VAC.

MEMO ANALYSIS: 506.74 L LLONGV 503.92 M ADJUST 5,047.22 16 1&1/2 2,301.72 CMP COMP

STATUTORY DED. ANALYSIS: 385.00 10 SUSQUA 97,753.81 15 ST/OT 1,464.67 SUS SUSPN 1,290.42 2TL

VOLUNTARY DED. ANALYSIS: 1,000.00 OCC ONCALL 4,927.80 SEV SEVERN 3,439.17 I G.T.L. 1,478,296.81 P

64,171.67 56 NU 58.71 59 PA 1,013.52 56 NJ FLI 3,420.84 I C.INS. 2,857.71 K BKPEN

2,848.43 56 NJ SUI 1,013.52 56 NJ FLI 52,588.56 Q PENS. 3,000.86 S DCRP

42.96 O ANUTY. 78,236.65 P PENS. 20,586.00 W 23,863.90 1 LOAN

195,577.35 U 58,948.73 V 271.92 13 VALIC 91,021.08 32 684.60 19 AFLAC

25,766.93 3 LOAN 2,911.57 CO COLTAX 540,405.96 31 74.00 35 WGFEE 3,242.94 42 L.2578

2,440.78 25 AFLAC 139.98 29 AF10MO 74.00 35 WGFEE 425.00 53 LPFFA.

63,101.53 33 713.00 34 PARK 1,414.36 44 BUFF. 5,991.95 66 10.00 74 GARN 9,443.55 75 CHILD

5,429.94 43 LOC.78 1,414.36 44 BUFF. 5,991.95 66 10.00 74 GARN 1,358.43 79 WAGES

2,715.00 56 HOUSE 85.00 57 P.A.C. 514.96 73 GARN 2,612.48 BN2 78.84 COL COLLIF

2,072.78 69 GARSH 514.96 73 GARN 2,612.48 BN2 78.84 COL COLLIF

2,678.13 76 CHILD 891.87 77 CHILD 550.75 78 CHILD 29,475.30 FAM FAMILY

1,953.78 ADD ADD 30,782.87 BN1 19,513.00 BNG 547.50 45C CWASTG

4,037.56 BNS 535.00 BN6 10,381.11 CPL COUPLE 490.46 VPL VOLLIF

93.52 CO1 CO10MO 16,788.29 SIN SINGLE

15,915.01 PCH PARENT

1,267.77 45S CWAFUL



Labor Distribution Company Totals

CITY OF CAMDEN Company Code: EXE

Batch: 6152-055 Service Center: 055

Period Ending: 06/18/2023 Pay Date: 06/23/2023

Week 25 Page 126

LDR

**COMPANY TOTAL**      **HOURS**      **EARNINGS**      **STATUTORY DEDUCTIONS**      **VOLUNTARY DEDUCTIONS**      **NET PAY**

<b>COMPANY CODE</b>	<b>EXE</b>	5,555.48 REG .00 O/T .00 HOURS 3 1,909.00 HOURS 4	1,549,899.71 REG 2,450.65 EARNINGS 3 1,290.42 EARNINGS 5	24,106.51 O/T 90,506.26 EARNINGS 4 1,668,253.55 GROSS	152,433.73 FIT 50,955.89 SS 23,084.20 MED 62,933.00 STATE 3,096.20 SUI 999.64 FUI	1,344,041.11 TOTAL DEDUCTIONS	640 Pays <input type="checkbox"/> 30,709.78
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**HOURS ANALYSIS:** 1,909.00 15 ST/OT

**EARNINGS ANALYSIS:** 1,387.08 A ACT. ST 3,533.51- D DOCK T 1,352.08 M ADJUST 325.00 R COLLEG

**MEMO ANALYSIS:** 91,300.61 15 ST/OT 1,000.00 OCC ONCALL 1,125.65 SUS SUSP 1,290.42 2TL

**STATUTORY DED. ANALYSIS:** 137.50 D DCRPER 3,428.54- I G.T.L. 1,477,538.28 P

**VOLUNTARY DED. ANALYSIS:** 62,883.50 56 NU 49.50 59 PA 999.64 56 NU FLI

4,012.22 D ANUTY.	797.68 E BKPEN	3,410.21 I C.INS.	2,857.73 K BKPEN
42.96 O	78,236.96 P PENS.	52,428.60 Q PENS.	3,086.33 S DCRP
194,121.34 U	63,293.28 V	20,308.00 W	23,302.99 1 LOAN
25,766.93 CO LOAN	430.91 5 ARRS.	873.05 6 INS AR	1,813.66 8 PENARR
2,911.57 CO COLTAX	271.92 13 VALIC	684.60 19 AFLAC	2,440.78 25 AFLAC
139.98 29 AF10MO	539,424.57 31	89,336.36 32	62,772.45 33
682.00 34 PARK	70.00 35 WGFEE	3,416.49 42 L.2578	5,429.94 43 LOC.78
4,177.54 45 CNC.10	2,715.00 56 HOUSE	65.00 57 P.A.C.	848.50 68 BANK
1,605.98 69 GARSH	492.14 73 GARN	10.00 74 GARN	9,080.64 75 CHILD
2,873.61 76 CHILD	906.36 77 CHILD	557.92 78 CHILD	1,371.81 79 WAGES
1,953.78 ADD ADD	30,160.43 BN1	2,982.21 BN2	3,835.06 BN3
3,125.69 BNS	535.00 BNS	19,963.00 BNS	78.84 COL COLLIF
187.04 CO1 CO10MO	10,381.11 CPL COUPLE	28,884.79 FAM FAMILY	5.00 LSW LSTCRD
225.00 NWR NWRRob	15,877.78 PCH PARENT	16,492.64 SIN SINGLE	490.46 VPL VOLLIF
547.50 45C CWASTG	1,287.77 45S CWAFUL		

LDR

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

0-1

DB:yrh  
7-11-23

**ORDINANCE AUTHORIZING THE REMOVAL OF DEED RESTRICTIONS AND REVERSIONARY LANGUAGE ON 2800 THOMPSON & SOUTHSIDE THOMPSON STREET EAST OF 28<sup>TH</sup> STREET**

**WHEREAS**, the City of Camden transferred, City owned property known as 2802 (2800 as listed on deed) Thompson Street, Block 980, Lots 22 & 23 to A Gift from God Ministries dated March 12, 2001 and recorded on March 20, 2001 in the Camden County Clerk's office in Deed Book 5146, page 0669&c.; and

**WHEREAS**, A Gift from GOD Ministries is the current owner of said parcel and is requesting the removal of said restrictions and re-entry language in order to move forward with the sale of their parcel; and

**WHEREAS**, the condition set forth in the original stated the parcel is to be rehabilitated for residential use within one (1) year of the date of the deed; and

**WHEREAS**, the City of Camden will remove any and all deed restrictions and reversionary language from the original deed of transfer; now, therefore

**BE IT ORDAINED**, by the City Council of the City of Camden that the proper officer(s) shall be and are hereby authorized to execute the necessary Deed to remove said restrictions and conditions.

**SECTION 1.** Any portion of this ordinance not herein amended and supplemented shall remain in full force and effect.

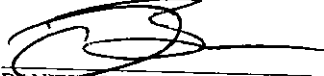
**SECTION 2.** All ordinance or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

**SECTION 3.** This ordinance shall take effect twenty (20) days after final passage and publications 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: July 11, 2023

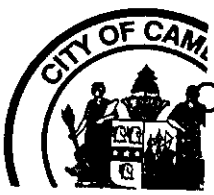
The above has been reviewed and approved as to form.

  
\_\_\_\_\_  
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: JULY 11, 2023


TO: City Council  
FROM: DANIEL BLACKBURN, CITY ATTORNEY

**TITLE OF ORDINANCE/RESOLUTION: ORDINANCE AUTHORIZING THE REMOVAL OF DEED RESTRICTIONS AND REVERSIONARY LANGUAGE ON 2800 THOMPSON & SOUTHSIDE THOMPSON STREET EAST OF 28<sup>TH</sup> STREET**

Point of Contact:

Name	Department-Division-Bureau	Phone	Email
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## 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
			JUN 30 2023	

Approved by:  
Business Administrator



Signature

6-27-23

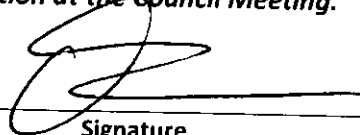
Date

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

JUN 30 2023

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 AUTHORIZING THE REMOVAL OF DEED RESTRICTIONS AND REVERSIONARY LANGUAGE ON 2800 THOMPSON & SOUTHSIDETHOMPSON STREET EAST OF 28<sup>TH</sup> STREET

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

The parcel was sold at a public auction in 2001 with conditions. The current owner is requesting the removal of the deed restrictions from 2001 in order to sell the property. Conditions were met in 2002.

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

**IMPACT STATEMENT:**

- What will happen if the City Council approves this legislation? or,
- What changes and by how much if the City Council approves this proposal?
- Why Should the City Council approve this legislation?
- What will happen if the City Council does not approve this legislation?

**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

**Prepared by:**

---

Name

Phone/Email



CITY OF CAMDEN

ORDINANCE NO. 23-\_\_

**AN ORDINANCE AMENDING CHAPTER 840; WATER, PART 1; GENERAL PROVISIONS, ARTICLE 1; CONNECTIONS AND REPAIRS, TO ESTABLISH A NEW SECTION 840-11, "LEAD SERVICE LINES REPLACEMENT PROGRAM" OF THE REVISED GENERAL ORDINANCES**

**WHEREAS**, the City of Camden operates within the Delaware River Watershed, the City's water distribution system, to service its residents and businesses within the city, excluding the Cramer Hill section and East Camden section of the city which is served by New Jersey American Water, and other neighboring municipalities; and

**WHEREAS**, the Delaware River Watershed is, and continues to be, a clean source of water; and

**WHEREAS**, there are approximately 11,200 privately owned properties serviced by obsolete lead service lines within the city of Camden; and

**WHEREAS**, the lead service lines connect to the City of Camden's water distribution system, but are owned by the property owners; and

**WHEREAS**, in 1986 Federal law banned the use of solder on pipes in the construction of new homes; and

**WHEREAS**, pursuant to N.J.S.A. 58:12A-40 et. seq., the City of Camden is required to replace all lead and lead material service lines on or before July 2031; and

**WHEREAS**, the United States Environmental Protection Agency (the "USEPA") adopted regulations to control lead and copper in drinking water and the NJDEP directed the City of Camden to replace lead lines in accordance with the USEPA's lead and copper rule; and

**WHEREAS**, the City of Camden believed and believes that the provision of clean, lead-free drinking water to its residents is a public purpose beneficial to the city of Camden as a whole and any benefit to any private land owner in accomplishing this purpose is incidental and subordinate to this primary public and governmental purpose; and

**WHEREAS**, the City of Camden has created a Lead Service Line Replacement Program which will be of no additional charge to property owners with existing lead service lines on their private property; and

**WHEREAS**, N.J.S.A. 40:48-2 authorizes a municipality to make, amend, repeal and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or of the United States, as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health and safety of the occupants of said buildings and structures and the general public in the municipality; and

**WHEREAS**, for the health, safety and welfare of its residents, the City Council desires to require all property owners serviced by a lead service line to replace that service line through the program established by the City of Camden at no additional cost to the property owner or occupant, or replace the line at their own expense; and due to the hazard a lead service line providing drinking water poses to the health and safety of residents, that permission from the owner of the property

to replace the lead service line is not required.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Camden, County of Camden, State of New Jersey as follows:

Note: Additions are shown in **bold and underlined**.

SECTION 1. Chapter \_\_\_\_\_, Section \_\_\_\_\_, "Lead Service Lines Replacement Service", of the Revised Ordinances of the City of Camden is hereby amended and supplemented to read as follows:

§ \_\_\_\_\_ **-1. Definitions.**

**For the purposes of this Chapter:**

- a) **City: shall mean the City of Camden.**
- b) **Contractor: shall mean a licensed vendor that contracts with the City of Camden to replace lead service lines.**
- c) **Department: shall mean the City of Camden's Department of Code Enforcement.**
- d) **Dwelling: shall mean a building or structure or part thereof containing one or more dwelling units. This chapter shall also apply to buildings and structures that are not used for residential purposes.**
- e) **Dwelling Unit: shall mean any room or groups of rooms or any thereof located within a building and forming a single habitable unit with facilities which are used or designed to be used for living, sleeping, cooking, eating or bathing.**
- f) **Lead Safe: shall mean any condition that does not allow access or exposure to lead, in any form, to the extent that adverse human health effects are possible.**
- g) **Lead Service Line: shall mean the water line made of lead or lead materials on private property that leads to the structure or building that is connected to the main City of Camden water line.**
- h) **Occupant: shall mean a person or persons in actual possession of and living in the building or dwelling unit.**
- i) **Owner: shall mean any person who has legal title to any dwelling, with or without accompanying actual possession thereof; or, who has equitable title and is either in actual possession or collects rents therefrom; or who is executor, executrix, trustee, guardian, or receiver of the estate or the owner, or as mortgagee or as vendee in possession wither by virtue of a Court order or by agreement or voluntary surrender of the premises by the person holding legal title, or as collector of rents has charge, care or control of any dwelling or rooming house.**

§ \_\_\_\_\_ **-2. Lead Service Lines Prohibited.**

**Pursuant to and in accordance with N.J.S.A. 58:12A-40 et seq., it is hereby established that the existence of lead or lead material service lines is prohibited in the city of Camden.**

§ \_\_\_\_\_ **-3. Mandatory Replacement of Lead Service Line; Exclusion from Requirement; Proof Required.**

- a) **A property owner and/or occupant may be excluded from the Mandatory Replacement of its lead service line by providing the Department with written proof from a licensed and certified plumber that it does not have a lead service line on its property and/or that the lead service line was previously removed and replaced.**

- b) The owner of any dwelling, building or structure serviced by a lead service line is required to replace the lead service line on their property. The owner and/or occupant may undertake the replacement of the lead service line on their own provided such replacement is completed within six months of the effective date of this Ordinance. An extension of time may be granted by the Director of the Department where the owner and/or occupant can demonstrate, to the Department, that a good faith effort has been made to comply with the ordinance.
- c) The owner and/or occupant of any dwelling, building or structure shall replace their lead service line by any of the following methods:
  - i. Signing up for the Lead Service Line Replacement Program offered by the City of Camden and allowing contractors to access on the property to conduct the replacement. The Contractor will provide the owner and/or occupant with a Right of Entry form for completion. The Right of Entry form will provide the Contractor with access to the property to verify the existence of a lead service line and replace said line; or
  - ii. Replacing the lead service line on their own and at their own expense, subject to the timing restrictions set forth in section 3(b). An owner and/or occupant is required to provide the Department with proof that the lead service line has been replaced. Proof must include at a minimum: a permit issued by the Department to a licensed plumber authorized to do the work; an invoice from the contractor who completed the work; a copy of the estimate along with any report of the work completed, and an inspection report verifying the removal.

§ \_\_\_\_\_ -4. Authorization to Access Property.

- a) Notwithstanding § \_\_\_\_\_ -3, if an owner of the dwelling, building or structure does not sign up for the Lead Service Line Replacement Program or does not replace its lead service line prior to the timeframe set forth in section 3(b) (or within the time frame provided for in an extension) or is inaccessible or otherwise denies access to the property to enable the replacement of the line, then the following procedures shall apply:
  - i. The City shall secure entrance to the property from the owner or current occupant of the dwelling, building or structure, and the City shall incur no liability from the owner. The Contractor, to the best of its ability, will provide the owner and/or occupant with a Right of Entry form for completion. The Right of Entry form, which may be completed by an occupant who is not an owner of the property, will provide the Contractor with access to the property to verify the existence of a lead service line and replace said line. The City shall restore the property to its original condition or as close as possible to its original condition; and
  - ii. If access is granted by the occupant of the dwelling, building or structure then the occupant shall be held harmless and no liability shall incur to the City or occupant due to the replacement of the lead service line by the City of Camden; and
  - iii. If access is denied by the current occupant or owner, the City shall commence procedures, including filing a Court action, to conduct the replacement of the lead service line.

§ \_\_\_\_\_ -5. Penalty.

Noncompliance with the provisions of this Ordinance by any person or corporation, and officers of any corporation, shall be punishable by a daily fine of at least \$250 but not exceeding \$1,000 or imprisonment for a term not exceeding ninety (90) days or by a period of community service not to exceed ninety (90) days.

SECTION 2. Chapter \_\_\_\_, Section \_\_\_\_\_, "Lead Service Lines Replacement Service", of the Revised Ordinances of the City of Camden is hereby amended and supplemented to read as follows:

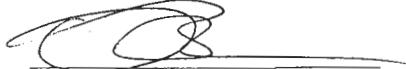
If any provision of this Ordinance or application thereof to any person(s) or circumstance is judged invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalidated provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. Chapter \_\_\_\_, Section \_\_\_\_\_, "Lead Service Lines Replacement Service", of the Revised Ordinances of the City of Camden is hereby amended and supplemented to read as follows:

This ordinance shall take effect upon final passage and publication in accordance with the laws of the state of New Jersey.

Date of Introduction: July 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

CITY OF CAMDEN

ORDINANCE NO. 23-\_\_

**AN ORDINANCE AMENDING TITLE VII "UTILITIES", CHAPTER 700, ARTICLE II "WATER SERVICE PROVISIONS AND RATES", SECTION 020 AND ARTICLE III "SEWER SERVICE PROVISIONS AND RATES" SECTION 150 OF THE REVISED GENERAL ORDINANCES**

**WHEREAS**, the City of Camden (the "City") provides potable water and wastewater conveyance services to approximately 20,000 residential properties and commercial facilities located within the boundaries of the City; and

**WHEREAS**, the City's water supply, storage and distribution system (the "Water System") and wastewater conveyance system ("Wastewater System") are aging and in need of regular routine and emergency maintenance; and

**WHEREAS**, the State of New Jersey Department of Environmental Protection has implemented new regulatory requirements over the course of the last several years focused on requiring water suppliers to install treatment to address newly established Maximum Contaminant levels and undertake regular maintenance of water systems; and

**WHEREAS**, the State of New Jersey has enacted the Lead Service Line Replacement Law which requires the City to eliminate all leads service connections within the Water System and did not include a funding source for the cost; and

**WHEREAS**, the Wastewater System, which is a combined sanitary and stormwater system, requires continued cleaning and maintenance to prevent flooding that was often experienced in many sections of the city in the past; and

**WHEREAS**, these requirements shall be collectively referred to herein as the "Regulatory Requirements; and

**WHEREAS**, in addition to the Regulatory Requirements, the City also anticipates the need to undertake additional capital projects associated with the Water System and the Wastewater System in the coming years; and

**WHEREAS**, the City has not enacted a change in water rates or sewer rates since 2009; and

**WHEREAS**, the City has determined, based upon a rate analysis completed by NewGen Strategies & Solutions, dated \_\_\_\_\_, 2023 (the "Rate Study") that it is necessary to increase water and sewer rates in order to address the Regulatory Requirements and ensure the smooth and efficient operations of the Water System and the Wastewater System; and

**WHEREAS**, the new proposed rates for 2023/2024 are attached here and made a part hereof as **Exhibit A** (the "New Rates"); and

**WHEREAS**, N.J.S.A. 40:48-2 authorizes a municipality to make, amend, repeal and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or of the United States, as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health and safety of the

occupants of said buildings and structures and the general public in the municipality; and

**WHEREAS**, the New Rates, which are to become effective September 1, 2023, are necessary and reasonable for the smooth and efficient operation of the Water System and the Wastewater System; and

**NOW THEREFORE, BE IT ORDAINED**, by the Mayor and Council of the City of Camden, County of Camden, State of New Jersey as follows:

Section 1. The New Rates set forth in Exhibit A are hereby adopted as the effective water and sewer rates and shall be effective for all bills after December 1, 2023 based on consumption beginning September 1, 2023 as measured by meter readings starting December 1, 2023. For Calendar Year (CY) 2024, and subsequent years, new rates shall be effective for all bills beginning January 1 of the CY based on consumption beginning October 1. All non-metered rates will follow the same implementation schedule as above.

Section 2. If any provision of this Ordinance or application thereof to any person(s) or circumstance is judged invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalidated provision or application, and to this end the provisions of this ordinance are declared severable.

Section 3. This ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey.

**Exhibit A <sup>1</sup>**

**Water Quarterly Charges**

Meter Size	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
5/8	\$22.05	\$26.90	\$27.70	\$28.55	\$29.40	\$30.30
3/4	\$33.08	\$40.40	\$41.60	\$42.85	\$44.15	\$45.50
1	\$55.13	\$67.30	\$69.30	\$71.40	\$73.55	\$75.80
1 1/2	\$110.25	\$134.50	\$138.50	\$142.75	\$147.00	\$151.50
2	\$176.40	\$215.20	\$221.60	\$228.40	\$235.20	\$242.40
3	\$352.80	\$430.40	\$443.20	\$456.80	\$470.40	\$484.80
4	\$551.25	\$672.50	\$692.50	\$713.75	\$735.00	\$757.50
6	\$1,102.50	\$1,345.00	\$1,385.00	\$1,427.50	\$1,470.00	\$1,515.00
8	\$1,764.00	\$2,152.00	\$2,216.00	\$2,284.00	\$2,352.00	\$2,424.00
10	\$2,646.00	\$3,228.00	\$3,324.00	\$3,426.00	\$3,528.00	\$3,636.00
12	\$3,969.00	\$4,842.00	\$4,986.00	\$5,139.00	\$5,292.00	\$5,454.00

**Water Residential Volume Rates (per 100 cubic feet)**

Tier	From (cf)	To (cf)	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
Tier 1	-	1,500	\$3.20	\$3.90	\$4.02	\$4.14	\$4.26	\$4.39
Tier 2	1,501	3,000	\$4.80	\$5.85	\$6.03	\$6.21	\$6.39	\$6.59
Tier 3	Over	3,000	\$6.35	\$7.74	\$7.98	\$8.22	\$8.45	\$8.71

**Water Commercial Volume Rate (per 100 cubic feet)**

	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
All Usage	\$4.80	\$5.85	\$6.03	\$6.21	\$6.39	\$6.59

**Water Unmetered Charges**

	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
Unmetered Residential	\$256.35	\$312.45	\$322.04	\$331.68	\$341.31	\$351.73
Unmetered Commercial	\$252.45	\$562.58	\$606.58	\$624.71	\$642.84	\$662.94

**Sewer Quarterly Charges**

Meter Size	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
5/8	\$17.80	\$21.70	\$23.00	\$24.40	\$25.85	\$27.40
3/4	\$26.70	\$32.55	\$34.50	\$36.60	\$38.80	\$41.10
1	\$44.50	\$54.25	\$57.50	\$61.00	\$64.65	\$68.50
1 1/2	\$89.00	\$108.50	\$115.00	\$122.00	\$129.25	\$137.00
2	\$142.40	\$173.60	\$184.00	\$195.20	\$206.80	\$219.20
3	\$284.80	\$347.20	\$368.00	\$390.40	\$413.60	\$438.40
4	\$445.00	\$542.50	\$575.00	\$610.00	\$646.25	\$685.00
6	\$890.00	\$1,085.00	\$1,150.00	\$1,220.00	\$1,292.50	\$1,370.00
8	\$1,424.00	\$1,736.00	\$1,840.00	\$1,952.00	\$2,068.00	\$2,192.00
10	\$2,136.00	\$2,604.00	\$2,760.00	\$2,928.00	\$3,102.00	\$3,288.00
12	\$3,204.00	\$3,906.00	\$4,140.00	\$4,392.00	\$4,653.00	\$4,932.00

**Sewer Volume Rate (per 100 cubic feet)**

	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
All Usage	\$2.20	\$2.68	\$2.85	\$3.02	\$3.20	\$3.39

**Sewer Unmetered Charge**

	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
Unmetered	\$123.40	\$278.98	\$296.60	\$314.32	\$333.05	\$352.84

1. Above rates for CY2024, CY2025, CY2026, and CY2027 are the rates for billing commencing January 1 of each year meaning water consumed after October 1 of the previous year will be consumed at an increased rate.

DB:dh  
07-11-23

0-4

**AN ORDINANCE AUTHORIZING THE REMOVAL OF ACCESSIBLE 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:

310 Point Street	William F. Curry
2744 Garfield Avenue	Jasper Williams
2107 Van Buren Street	Ida Williams

WHEREAS, it has been advised that the individual(s), no longer need accessible parking at the above location(s) due to no response to 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.

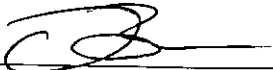
SECTION 2. This ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

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: July 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: JULY 11, 2023

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

**TITLE OF ORDINANCE/RESOLUTION:** *ORDINANCE AUTHORIZING THE REMOVAL OF DESIGNATED RESIDENTIAL PARKING ZONES FOR INDIVIDUALS WITH DISABILITIES IN CERTAIN LOCATIONS*

Point of Contact:	Keith L. Walker	Public Works	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		6/22/23	

Approved by:  
Business Administrator

Signature

6/26  
Date

Attachments (list and attach all available):

1. Disabled Parking Removals Submission – July 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

JUN 30 2023

Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** *ORDINANCE AUTHORIZING THE REMOVAL OF DESIGNATED RESIDENTIAL PARKING ZONES FOR INDIVIDUALS WITH DISABILITIES IN CERTAIN LOCATIONS*

**FACTS/BACKGROUND:**

- Ordinance authorizing the removal of designated restricted parking zone(s) for disabled individual parking applicants who did not renew their permits.

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

**IMPACT STATEMENT:**

- If City Council approves the legislation, the disabled parking signage at the designated location will be removed in accordance with the Disabled Parking approval/removal procedures.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- **Keith L. Walker, Director of Public Works**
  - Attendance: Yes

**COORDINATION:** N/A

**Prepared by:** Angela M. Watkins

(856) 757-7139/ anjohnst@ci.camden.nj.us

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Name

Phone/Email



INDIVIDUALS WITH DISABILITIES  
DESIGNATED PARKING ZONE REMOVALS  
Submitted for City Council Meeting of: July 11, 2023

APPLICANT	ADDRESS	REASON FOR REMOVAL OF ZONE
1. William F. Curry	310 Point St.	applicant deceased
2. Jasper Williams	2744 Garfield Ave.	no response to renewal correspondence
3. Ida Williams	2107 Van Buren St.	applicant deceased

DB:dh  
07-11-23

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

WHEREAS, Bernadette Strong, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have accessible parking as a Type #1 permit in front of or near her home at 1537 Greenwood Avenue; and

WHEREAS, Lola Moore upon providing the appropriate proof that she is the holder of the required specifications, seeks to have accessible parking as a Type #1 permit in front of or near her home at 644 Clinton Street; and

WHEREAS, Yolonda N. Williams upon providing the appropriate proof that she is the holder of the required specifications, seeks to have accessible parking as a Type #1 permit in front of or near her home at 2107 Van Buren Street; and

WHEREAS, Deborah J. Warner-Still upon providing the appropriate proof that she is the holder of the required specifications, seeks to have accessible parking as a Type #1 permit in front of or near her home at 1112 Kenwood Avenue; and

WHEREAS, Sandra M. Mitchell, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage accessible parking as a Type #2 permit in front of or near her home at 913 Chelton Avenue; and

WHEREAS, Elsa Roman, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage accessible parking as a Type #2 permit in front of or near her home at 641 Randolph Street; and

WHEREAS, Dawn Mears, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage accessible parking as a Type #2 permit in front of or near her home at 833 Spruce Street; and

WHEREAS, Jeanie M. Melton, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage accessible parking as a Type #2 permit in front of or near her home at 2942 Cramer 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 "Accessible Parking" to have access to parking or personalized signage during the period of time that the said premises are occupied by individuals with disabilities.

SECTION 1. Type 1 Accessible Parking locations shall be reserved for any operator with disabilities. All others shall be prohibited from parking in such space.

SECTION 2. Type 2 Accessible Parking locations shall only be utilized by the approved applicant and only by the vehicle whose license plate corresponds with the license plate number on the posted sign. All others shall be prohibited from parking in such space.

SECTION 3. By the adoption of this ordinance, we are creating a schedule of Personalized Signage "Accessible Parking" areas, including those set forth herein and including any other "Accessible Parking" areas heretofore adopted by ordinance. Any ordinance prohibiting parking at the location specified is hereby rescinded and repealed, in part, wherein it conflicts with the ordinance to be adopted.

SECTION 4. Any portion of this ordinance not herein amended and supplemented shall remain in full force and effect.

SECTION 5. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

SECTION 6. 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: July 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: JULY 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	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		6/22/23	

Approved by:  
Business Administrator

Signature

6/26

Date

Attachments:

1. Disabled Parking Approvals Submission – July 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

JUN 30 2023

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:**

- **Keith L. Walker, Director of Public Works**
  - Attendance: Yes

**COORDINATION:** N/A

**Prepared by:** Angela M. Watkins

(856) 757-7139/ 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: July 11, 2023

APPLICANT	ADDRESS	FEE PAID	PLACARD #/ PLATE #	PERMIT TYPE
1. Bernadette Strong	1537 Greenwood Ave	120.00	P2728166	TYPE 1
2. Lola Moore	644 Clinton St	120.00	P2697727	TYPE 1
3. Yolonda N. Williams	2107 Van Buren St	120.00	P2697724	TYPE 1
4. Deborah J. Warner-Still	1112 Kenwood Ave	120.00	P2501053	TYPE 1
5. Sandra M. Mitchell	913 Chelton Ave	145.00	6630HJ	TYPE 2
6. Elsa Roman	641 Randolph St	145.00	5802HJ	TYPE 2
7. Dawn Mears	833 Spruce St	145.00	6634HJ	TYPE 2
8. Jeanie M. Melton	2942 Cramer St	145.00	6615HJ	TYPE 2



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

DB:dh  
06-13-23

01

**ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN PARCELS OF LAND IN THE CITY OF CAMDEN BY EMINENT DOMAIN PURSUANT TO N.J.S.A. 52:27D-325 THE FAIR HOUSING ACT FOR THE PURPOSE OF CONSTRUCTING LOW AND MODERATE INCOME HOUSING FOR THE ABLETT VILLAGE CNI GRANT PROGRAM**

WHEREAS, there is located within the City of Camden certain parcels of land located at Block 818, Lot 31 on the City of Camden Tax Map, referred to as the "Property"; and

WHEREAS, this Council finds that there is a need for low and moderate income housing; and

WHEREAS, N.J.S.A. 52:27D-325 provides authority for the City of Camden to acquire property through eminent domain which the City of Camden determines to be necessary for low and moderate income housing purposes; and

WHEREAS, the City of Camden desires to acquire the above "Property" through the use of eminent domain; now, therefore

BE IT ORDAINED by the City Council of the City of Camden as follows:

SECTION 1. The acquisition by the City of Camden of the aforementioned property is determined to be in furtherance of the purposes of N.J.S.A. 52:27D-325.

SECTION 2. The Mayor of the City of Camden or his designees are hereby authorized and instructed to negotiate in good faith with the owner(s) of the aforementioned property to seek the voluntary acquisition of this property for its fair market value.

SECTION 3. In the event that such negotiations are not successful, the Mayor of the City of Camden or his designees are hereby authorized and instructed to take such actions as may be necessary to acquire the aforementioned property through the exercise of eminent domain as permitted by law.

SECTION 4. The Mayor of the City of Camden or his designees and the City Clerk are hereby authorized and directed to execute such documents and take such actions as may be necessary in order to carry out the purpose and intent of this Ordinance.

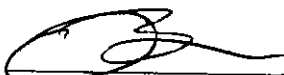
SECTION 5. This ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

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: June 13, 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

DB:dh  
06-13-23

0-2

**AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN PARCELS OF LAND TO THE CAMDEN REDEVELOPMENT AGENCY FOR THE PURPOSE OF CONSTRUCTING LOW AND MODERATE INCOME HOUSING FOR THE ABLETT VILLAGE CNI GRANT PROGRAM PURSUANT TO N.J.S.A. 40A:12-20**

WHEREAS, the City of Camden is in the process of acquiring certain real property located in the Cramer Hill neighborhood via eminent domain pursuant to the Fair Housing Act NJSA 52:27D-325 for the purpose of providing low and moderate income housing to complete the last housing phase of off-site units and meet the CNI grant terms by constructing a total of 425 units; and

WHEREAS, the City desires to transfer said properties identified on the Tax Maps of the City of Camden as Block 818, Lots 30, 31, 51, 49, 57, 16 and 17, Block 822, Lot 35 (collectively the "Property") to the Camden Redevelopment Agency ("CRA") for redevelopment pursuant to the HUD proposals pursuant to N.J.S.A. 40A:12-20; and

WHEREAS, Block 818, Lots 30, 31, 51, 49, 57, 16 and 17, Block 822, Lot 35 on the City of Camden Tax Map will be transferred upon acquisition through eminent domain; and

WHEREAS, the Property has been designated as an area in need of redevelopment and rehabilitation by the City and the City has adopted the Cramer Hill Redevelopment Plan to implement the redevelopment of the Ablett Village CNI Grant Program; and

WHEREAS, the CRA has been designated the Redevelopment Entity responsible for the implementation of the Cramer Hill Redevelopment Plan; and

WHEREAS, the City of Camden will transfer the Property to the CRA and the CRA will then convey the Property to the HACC and/or its co-developer pursuant to a Redevelopment Agreement for the development of the Phase 5 new construction affordable low and moderate income housing project on the Property; and

WHEREAS, CRA submitted a 2020 HUD Choice Neighborhood Implementation ("CNI") Grant Application and will need to show site control in the application for those parcels of land both on-site and off-site; and

WHEREAS, 9% tax credit applications were submitted to New Jersey Housing Mortgage Finance Agency ("NJHMFA") in September 2020 and site control has to be established in the tax credit applications; now therefore

BE IT ORDAINED, by the Council of the City of Camden as follows:

SECTION 1. In order to establish site control for the NJHMFA 9% tax credit applications submitted on September 2020 and the HACC HUD CNI application submitted in 2020 that the proper officers of the City of Camden are hereby authorized to convey the Property to the Camden Redevelopment Agency for the total consideration of one dollar (\$1.00).

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.


SECTION 3. 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: June 13, 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

0-3

DB  
06-13-23

**ORDINANCE AMENDING THE CAMDEN CITY CODE TO REPEAL SECTION 870-258, WHICH PREVIOUSLY WAS CHAPTER 577 OF THE CAMDEN CITY CODE, AND AMENDED BY MC-4995, ADOPTED ON AUGUST 9, 2016; TO ADOPT A NEW SECTION 870-258; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR AND PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature of the State of New Jersey has, in N.J.S.A. 40:48 et. seq. and N.J.S.A. 40: 55D et seq., conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Camden, New Jersey and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

**WHEREAS**, the City of Camden was accepted for participation in the National Flood Insurance Program on December 01, 1981 and the City Council of the City of Camden desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59, 60, 65, and 70 necessary for such participation; and

**WHEREAS**, the City of Camden is required, pursuant to N.J.A.C. 5:23 et. seq., to administer and enforce the State building codes, and such building codes contain certain provisions that apply to the design and construction of buildings and structures in flood hazard areas; and

**WHEREAS**, the City of Camden is required, pursuant to N.J.S.A. 40:49-5, to enforce zoning codes that secure safety from floods and contain certain provisions that apply to the development of lands; and

**WHEREAS**, the City of Camden is required, pursuant to N.J.S.A.58:16A-57, within 12 months after the delineation of any flood hazard area, to adopt rules and regulations concerning the development and use of land in the flood fringe area which at least conform to the standards promulgated by the New Jersey Department of Environmental Protection (NJDEP); now therefore,

**BE IT ORDAINED** by the City Council of the City of Camden that the following floodplain management regulations are hereby adopted.

**SECTION 1. RECITALS.**

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

**SECTION 2.** These regulations specifically repeal and replace the following ordinance(s) and regulation(s): Repeal Section 870-258 of the Camden City Code, which previously was Chapter 577 of the Camden City Code, amended by MC-4995, which was adopted on August 9, 2016 and replace with Section 870-258 titled "Floodplain Management."

**SECTION 101 SCOPE AND ADMINISTRATION**

**101.1 Title.** These regulations, in combination with the flood provisions of the Uniform Construction Code (UCC) N.J.A.C. 5:23 (hereinafter "Uniform Construction Code," consisting of the Building Code, Residential Code, Rehabilitation Subcode, and related codes, and the New Jersey Flood Hazard Area Control Act (hereinafter "FHACA"), N.J.A.C. 7:13, shall be known as the *Floodplain Management Regulations* of the City of Camden (hereinafter "these regulations").

**101.2 Scope.** These regulations, in combination with the flood provisions of the Uniform Construction Code and FHACA shall apply to all proposed development in flood hazard areas established in Section 102 of these regulations.

**101.3 Purposes and objectives.** The purposes and objectives of these regulations are to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to:

- (1) Protect human life and health.
- (2) Prevent unnecessary disruption of commerce, access, and public service during times of flooding.
- (3) Manage the alteration of natural floodplains, stream channels and shorelines;
- (4) Manage filling, grading, dredging and other development which may increase flood damage or erosion potential.
- (5) Prevent or regulate the construction of flood barriers which will divert floodwater or increase flood hazards.
- (6) Contribute to improved construction techniques in the floodplain.
- (7) Minimize damage to public and private facilities and utilities.
- (8) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.
- (9) Minimize the need for rescue and relief efforts associated with flooding.
- (10) Ensure that property owners, occupants, and potential owners are aware of property located in flood hazard areas.
- (11) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (12) Meet the requirements of the National Flood Insurance Program for community participation set forth in Title 44 Code of Federal Regulations, Section 59.22.

**101.4 Coordination with Building Codes.** Pursuant to the requirement established in N.J.A.C. 5:23, the Uniform Construction Code, that the City of Camden administer and enforce the State building codes, the City Council of the City of Camden does hereby acknowledge that the Uniform Construction Code contains certain provisions that apply to the design and construction of buildings and structures in flood hazard areas. Therefore, these regulations are intended to be administered and enforced in conjunction with the Uniform Construction Code.

**101.5 Ordinary Building Maintenance and Minor Work.** Improvements defined as ordinary building maintenance and minor work projects by the Uniform Construction Code including non-structural replacement-in-kind of windows, doors, cabinets, plumbing fixtures, decks, walls, partitions, new flooring materials, roofing, etc. shall be evaluated by the Floodplain Administrator through the floodplain development permit to ensure compliance with the Substantial Damage and Substantial Improvement Section 103.14 of this ordinance.

**101.6 Warning.** The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. Enforcement of these regulations does not imply that land outside the special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage.

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**101.7 Other laws.** The provisions of these regulations shall not be deemed to nullify any provisions of local, State, or Federal law.

**101.8 Violations and Penalties for Noncompliance.** No structure or land shall hereafter be constructed, re-located to, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation under N.J.S.A. 40:49-5. Any person who violates this ordinance or fails to comply with any of its requirements shall be subject to one (1) or more of the following: a fine of not more than \$2,000 under N.J.S.A. 40:49-5, imprisonment for a term not exceeding ninety (90) days or a period of community service not exceeding 90 days.

Each day in which a violation of an ordinance exists shall be considered to be a separate and distinct violation subject to the imposition of a separate penalty for each day of the violation as the Court may determine except that the owner will be afforded the opportunity to cure or abate the condition during a 30-day period and shall be afforded the opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30 day period, a fine up to \$2,000 under N.J.S.A 40:49-5 may be imposed if the court has not determined otherwise, or if upon re-inspection of the property, it is determined that the abatement has not been substantially completed.

Any person who is convicted of violating an ordinance within one year of the date of a previous violation of the same ordinance and who was fined for the previous violation, shall be sentenced by a court to an additional fine as a repeat offender. The additional fine imposed by the court upon a person for a repeated offense shall not be less than the minimum or exceed the maximum fine fixed for a violation of the ordinance, but shall be calculated separately from the fine imposed for the violation of the ordinance.

**101.8.1 Solid Waste Disposal in a Flood Hazard Area.** Any person who has unlawfully disposed of solid waste in a floodway or floodplain who fails to comply with this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$2,500 or up to a maximum penalty by a fine not exceeding \$10,000 under N.J.S.A. 40:49-5.

**101.9 Abrogation and greater restrictions.** These regulations supersede any ordinance in effect in flood hazard areas. However, these regulations are not intended to repeal or abrogate any existing ordinances including land development regulations, subdivision regulations, zoning ordinances, stormwater management regulations, or building codes. In the event of a conflict between these regulations and any other ordinance, code, or regulation, the more restrictive shall govern.

## SECTION 102 APPLICABILITY

**102.1 General.** These regulations, in conjunction with the Uniform Construction Code, provide minimum requirements for development located in flood hazard areas, including the subdivision of land and other developments; site improvements and installation of utilities; placement and replacement of manufactured homes; placement of recreational vehicles; new construction and alterations, repair, reconstruction, rehabilitation or additions of existing buildings and structures; substantial improvement of existing buildings and structures, including repair of substantial damage; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; and certain building work exempt from permit under the Uniform Construction Code; and other buildings and development activities.

**102.2 Establishment of Flood Hazard Areas.** The City of Camden was accepted for participation in the National Flood Insurance Program on December 01, 1981.

The National Flood Insurance Program (NFIP) floodplain management regulations encourage that all Federal, State, and Local regulations that are more stringent than the minimum NFIP standards take precedence in permitting decisions. The FHACA requires that the effective Flood Insurance Rate Map, most recent preliminary FEMA mapping and flood studies, and Department delineations be compared to determine the most restrictive mapping. The FHACA also regulates unstudied flood hazard areas in watersheds measuring 50 acres or greater in size and most riparian zones in New Jersey. Because of these higher standards, the regulated flood hazard area in New Jersey may be more expansive and more restrictive than the FEMA Special Flood Hazard Area. Maps and studies that establish flood hazard areas are on file at the Division of Planning and Zoning, Department of Planning and Development, 600 Market Street, Camden, New Jersey 08102.

The following sources identify flood hazard areas in this jurisdiction and must be considered when determining the Best Available Flood Hazard Data Area:



- 1) **Effective Flood Insurance Study.** Special Flood Hazard Areas (SFHAs) identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "Flood Insurance Study, Camden County, New Jersey (All Jurisdictions)" dated August 17, 2016 and the accompanying Flood Insurance Rate Maps (FIRM) identified in Table 102.2(1) whose effective date is August 17, 2016 are hereby adopted by reference.

Table 102.2(1)

Map Panel #	Effective Date	Suffix	Map Panel #	Effective Date	Suffix
34007C0009	August 17, 2016	F	34007C0029	August 17, 2016	F
34007C0017	August 17, 2016	F	34007C0036	August 17, 2016	F
34007C0027	August 17, 2016	F	34007C0037	August 17, 2016	F
34007C0028	August 17, 2016	F	34007C0038	August 17, 2016	F

- 2) **Federal Best Available Information.** The City of Camden shall utilize Federal flood information as listed in the table below that provides more detailed hazard information, higher flood elevations, larger flood hazard areas, and results in more restrictive regulations. This information may include but is not limited to preliminary flood elevation guidance from FEMA (such as Advisory Flood Hazard Area Maps, Work Maps or Preliminary FIS and FIRM). Additional Federal Best Available studies issued after the date of this ordinance must also be considered. These studies are listed on FEMA's Map Service Center. This information shall be used for floodplain regulation purposes only.

Table 102.2(2)

Map Panel #	Preliminary Date
<i>None as of the date of this ordinance</i>	

- 3) **Other Best Available Data.** The City of Camden shall utilize high water elevations from flood events, groundwater flooding areas, studies by federal or state agencies, or other information deemed appropriate by the City of Camden. Other "best available information" may not be used which results in less restrictive flood elevations, design standards, or smaller flood hazard areas than the sources described in Section 102.2 (1) and (2), above. This information shall be used for floodplain regulation purposes only.
- 4) **State Regulated Flood Hazard Areas.** For State regulated waters, the NJ Department of Environmental Protection (NJDEP) identifies the flood hazard area as the land, and the space above that land, which lies below the "Flood Hazard Area Control Act Design Flood Elevation", as defined in Section 201, and as described in the New Jersey Flood Hazard Area Control Act at N.J.A.C. 7:13. A FHACA flood hazard area exists along every regulated water that has a drainage area of 50 acres or greater. Such area may extend beyond the boundaries of the Special Flood Hazard Areas (SFHAs) as identified by FEMA. The following is a list of New Jersey State studied waters in this community under the FHACA, and their respective map identification numbers.

Table 102.2(3) List of State Studied Waters

Name of Studied Water	File Name	Map Number
<i>None as of the date of this ordinance</i>		

### **102.3 Establishing the Local Design Flood Elevation (LDFE).**

The Local Design Flood Elevation (LDFE) is established in the flood hazard areas determined in Section 102.2, above, using the best available flood hazard data sources, and the Flood Hazard Area Control Act minimum Statewide elevation requirements for lowest floors in A, Coastal A, and V zones, ASCE 24 requirements for critical facilities as specified by the building code, plus additional freeboard as specified by this ordinance.

At a minimum, the Local Design Flood Elevation shall be as follows:

- 1) For a delineated watercourse, the elevation associated with the Best Available Flood Hazard Data Area determined in Section 102.2, above plus one foot or as described by N.J.A.C. 7:13 of freeboard; or
- 2) For any undelineated watercourse (where mapping or studies described in 102.2 (1) and (2) above are not available) that has a contributory drainage area of 50 acres or more, the applicants must provide one of the following to determine the Local Design Flood Elevation:
  - a. A copy of an unexpired NJDEP Flood Hazard Area Verification plus one foot of freeboard and any additional freeboard as required by ASCE 24; or
  - b. A determination of the Flood Hazard Area Design Flood Elevation using Method 5 or Method 6 (as described in N.J.A.C. 7:13) plus one foot of freeboard and any additional freeboard as required by ASCE 24. Any determination using these methods must be sealed and submitted according to Section 105.2-3.
- 3) AO Zones – For Zone AO areas on the municipality’s FIRM (or on preliminary flood elevation guidance from FEMA), the Local Design Flood Elevation is determined from the FIRM panel as the highest adjacent grade plus the depth number specified plus one foot of freeboard. If no depth number is specified, the Local Design Flood Elevation is three (3) feet above the highest adjacent grade.
- 4) Class IV Critical Facilities - For any proposed development of new and substantially improved Flood Design Class IV Critical Facilities, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 2 feet of freeboard in accordance with ASCE 24.
- 5) Class III Critical Facilities - For proposed development of new and substantially improved Flood Design Class III Critical Facilities in coastal high hazard areas, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 1 foot of freeboard in accordance with ASCE 24.

## **SECTION 103 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR**

**103.1 Floodplain Administrator Designation.** The Zoning Officer is designated the Floodplain Administrator. The Floodplain Administrator shall have the authority to delegate performance of certain duties to other employees.

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**103.2 General.** The Floodplain Administrator is authorized and directed to administer the provisions of these regulations. The Floodplain Administrator shall have the authority to render interpretations of these regulations consistent with the intent and purpose of these regulations and to establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of these regulations and the flood provisions of the building code and shall not have the effect of waiving specific requirements without the granting of a variance pursuant to Section 107 of these regulations.

**103.3 Coordination.** The Floodplain Administrator shall coordinate with the Construction Official to administer and enforce the flood provisions of the Uniform Construction Code.

**103.4 Duties.** The duties of the Floodplain Administrator shall include but are not limited to:

- (1) Review all permit applications to determine whether proposed development is located in flood hazard areas established in Section 102 of these regulations.
- (2) Require development in flood hazard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices and materials that minimize flood damage.
- (3) Interpret flood hazard area boundaries and provide available flood elevation and flood hazard information.
- (4) Determine whether additional flood hazard data shall be obtained or developed.
- (5) Review required certifications and documentation specified by these regulations and the building code to determine that such certifications and documentations are complete.
- (6) Establish, in coordination with the Construction Official, written procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 103.14 of these regulations.
- (7) Coordinate with the Construction Official and others to identify and investigate damaged buildings located in flood hazard areas and inform owners of the requirement to obtain permits for repairs.
- (8) Review requests submitted to the Construction Official seeking approval to modify the strict application of the flood load and flood resistant construction requirements of the Uniform Construction code to determine whether such requests require consideration as a variance pursuant to Section 107 of these regulations.
- (9) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.
- (10) Require applicants who propose alteration of a watercourse to notify adjacent jurisdictions and the NJDEP Bureau of Flood Engineering, and to submit copies of such notifications to the Federal Emergency Management Agency (FEMA).
- (11) Inspect development in accordance with Section 106 of these regulations and inspect flood hazard areas to determine if development is undertaken without issuance of permits.
- (12) Prepare comments and recommendations for consideration when applicants seek variances in accordance with Section 107 of these regulations.
- (13) Cite violations in accordance with Section 108 of these regulations.
- (14) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Camden have been modified.
- (15) Permit Ordinary Maintenance and Minor Work in the regulated areas discussed in Section 102.2.

**103.5 Use of changed technical data:** The Floodplain Administrator and the applicant shall not use changed flood hazard area boundaries or base flood elevations for proposed buildings or developments unless the Floodplain Administrator or applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) revision and has received the approval of the Federal Emergency Management Agency. A revision of the effective FIRM does not remove the related feature(s) on a flood hazard area delineation that has been promulgated by the NJDEP. A separate application must be made to the State pursuant to N.J.A.C. 7:13 for revision of a flood hazard design flood elevation, flood hazard area limit, floodway limit, and/or other related feature.

**103.6 Other permits.** It shall be the responsibility of the Floodplain Administrator to assure that approval of a proposed development shall not be given until proof that necessary permits have been granted by Federal or State agencies having jurisdiction over such development, including Section 404 of the Clean Water Act. In the event of conflicting permit requirements, the Floodplain Administrator must ensure that the most restrictive floodplain management standards are reflected in permit approvals.

**103.7 Determination of Local Design Flood Elevations.** If design flood elevations are not

specified, the Floodplain Administrator is authorized to require the applicant to:

(1) Obtain, review, and reasonably utilize data available from a Federal, State, or other source, or

(2) Determine the design flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques. Such analyses shall be performed and sealed by a licensed professional engineer. Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator. The

accuracy of data submitted for such determination shall be the responsibility of the applicant.

It shall be the responsibility of the Floodplain Administrator to verify that the applicant's proposed Best Available Flood Hazard Data Area and the Local Design Flood Elevation in any development permit accurately applies the best available flood hazard data and methodologies for determining flood hazard areas and design elevations described in 102.2 and 102.3 respectively. This information shall be provided to the Construction Official and documented according to Section 103.15.

**103.8 Requirement to submit new technical data.** Base Flood Elevations may increase or decrease resulting from natural changes (e.g. erosion, accretion, channel migration, subsidence, uplift) or man-made physical changes (e.g. dredging, filling, excavation) affecting flooding conditions. As soon as practicable, but not later than six months after the date of a man-made change or when information about a natural change becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

**103.9 Activities in riverine flood hazard areas.** In riverine flood hazard areas where design flood elevations are specified but floodways have not been designated, the Floodplain Administrator shall not permit any new construction, substantial improvement or other development, including the placement of fill, unless the applicant submits an engineering analysis prepared by a licensed professional engineer that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachment, will not increase the design flood elevation more than 0.2 feet at any point within the community.

**103.10 Floodway encroachment.** Prior to issuing a permit for any floodway encroachment, including fill, new construction, substantial improvements and other development or land-disturbing-activity, the Floodplain Administrator shall require submission of a certification prepared by a licensed professional engineer, along with supporting technical data, that demonstrates that such development will not cause any increase in the base flood level.

**103.10.1 Floodway revisions.** A floodway encroachment that increases the level of the base flood is authorized if the applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) and has received the approval of FEMA.

**103.11 Watercourse alteration.** Prior to issuing a permit for any alteration or relocation of any watercourse, the Floodplain Administrator shall require the applicant to provide notification of the proposal to the appropriate authorities of all adjacent government jurisdictions, as well as the NJDEP Bureau of Flood Engineering and the Division of Land Resource Protection. A copy of the notification shall be maintained in the permit records and submitted to FEMA.

**103.11.1 Engineering analysis.** The Floodplain Administrator shall require submission of an engineering analysis prepared by a licensed professional engineer, demonstrating that the flood-carrying capacity of the altered or relocated portion of the watercourse will be maintained, neither increased nor decreased. Such watercourses shall be maintained in a manner that preserves the channel's flood-carrying capacity.

**103.12 Alterations in coastal areas.** The excavation or alteration of sand dunes is governed by the New Jersey Coastal Zone Management (CZM) rules, N.J.A.C. 7:7. Prior to issuing a flood damage prevention permit for any alteration of sand dunes in coastal high hazard areas and Coastal A Zones, the Floodplain Administrator shall require that a New Jersey CZM permit be obtained

and included in the flood damage prevention permit application. The applicant shall also provide documentation of any engineering analysis, prepared by a licensed professional engineer, that demonstrates that the proposed alteration will not increase the potential for flood damage.

**103.13 Development in riparian zones** All development in Riparian Zones as described in N.J.A.C. 7:13 is prohibited by this ordinance unless the applicant has received an individual or general permit or has complied with the requirements of a permit by rule or permit by certification from NJDEP Division of Land Resource Protection prior to application for a floodplain development permit and the project is compliant with all other Floodplain Development provisions of this ordinance. The width of the riparian zone can range between 50 and 300 feet and is determined by the attributes of the waterbody and designated in the New Jersey Surface Water Quality Standards N.J.A.C. 7:9B. The portion of the riparian zone located outside of a regulated water is measured landward from the top of bank. Applicants can request a verification of the riparian zone limits or a permit applicability determination to determine State permit requirements under N.J.A.C. 7:13 from the NJDEP Division of Land Resource Protection.

**103.14 Substantial improvement and substantial damage determinations.** When buildings and structures are damaged due to any cause including but not limited to man-made, structural, electrical, mechanical, or natural hazard events, or are determined to be unsafe as described in N.J.A.C. 5:23; and for applications for building permits to improve buildings and structures, including alterations, movement, repair, additions, rehabilitations, renovations, ordinary maintenance and minor work, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Construction Official, shall:

- (1) Estimate the market value, or require the applicant to obtain a professional appraisal prepared by a qualified independent appraiser, of the market value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
- (2) Determine and include the costs of all ordinary maintenance and minor work, as discussed in Section 101.5, performed in the floodplain regulated by this ordinance in addition to the costs of those improvements regulated by the Construction Official in substantial damage and substantial improvement calculations.
- (3) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, where applicable, to the market value of the building or structure.
- (4) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage. This determination requires the evaluation of previous permits issued for improvements and repairs over a period of 10 years prior to the permit application or substantial damage determination as specified in the definition of substantial improvement. This determination shall also include the evaluation of flood related damages over a 10 year period to determine if the costs of repairs at the times of each flood constitutes a repetitive loss as defined by this ordinance.
- (5) Notify the applicant in writing when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant in writing when it is determined that work does not constitute substantial improvement or repair of substantial damage. The Floodplain Administrator shall also provide all letters documenting substantial damage and compliance with flood resistant construction requirements of the building code to the NJDEP Bureau of Flood Engineering.

**103.15 Department records.** In addition to the requirements of the building code and these regulations, and regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of these regulations and the flood provisions of the Uniform Construction Code, including Flood Insurance Studies, Flood Insurance Rate Maps; documents from FEMA that amend or revise FIRMs; NJDEP delineations, records of issuance of permits and denial of permits; records of ordinary maintenance and minor work, determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required certifications and documentation specified by the Uniform

Construction Code and these regulations including as-built Elevation Certificates; notifications to adjacent communities, FEMA, and the State related to alterations of watercourses; assurance that the flood carrying capacity of altered waterways will be maintained; documentation related to variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to these regulations and the flood resistant provisions of the Uniform Construction Code. The Floodplain Administrator shall also record the required elevation, determination method, and base flood elevation source used to determine the Local Design Flood Elevation in the floodplain development permit.

**103.16 Liability.** The Floodplain Administrator and any employee charged with the enforcement of these regulations, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by these regulations or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of these regulations shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Floodplain Administrator and any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these regulations.

## SECTION 104 PERMITS

**104.1 Permits Required.** Any person, owner or authorized agent who intends to conduct any development in a flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

**104.2 Application for permit.** The applicant shall file an application in writing on a form furnished by the Floodplain Administrator. Such application shall:

- (1) Identify and describe the development to be covered by the permit.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan and construction documents as specified in Section 105 of these regulations, grading and filling plans and other information deemed appropriate by the Floodplain Administrator.
- (5) State the valuation of the proposed work, including the valuation of ordinary maintenance and minor work.
- (6) Be signed by the applicant or the applicant's authorized agent.

**104.3 Validity of permit.** The issuance of a permit under these regulations or the Uniform Construction Code shall not be construed to be a permit for, or approval of, any violation of this appendix or any other ordinance of the jurisdiction. The issuance of a permit based on submitted documents and information shall not prevent the Floodplain Administrator from requiring the correction of errors. The Floodplain Administrator is authorized to prevent occupancy or use of a structure or site which is in violation of these regulations or other ordinances of this jurisdiction.

**104.4 Expiration.** A permit shall become invalid when the proposed development is not commenced within 180 days after its issuance, or when the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions shall be requested in writing and justifiable cause demonstrated. The Floodplain Administrator is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each.

**104.5 Suspension or revocation.** The Floodplain Administrator is authorized to suspend or revoke a permit issued under these regulations wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or code of this jurisdiction.

## SECTION 105 SITE PLANS AND CONSTRUCTION DOCUMENTS

**105.1 Information for development in flood hazard areas.** The site plan or construction documents for any development subject to the requirements of these regulations shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations when necessary for review of the proposed development. For buildings that are located in more than one flood hazard area, the elevation and provisions associated with the most restrictive flood hazard area shall apply.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 105.2.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 105.2(3) of these regulations.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas and Coastal A zones, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose. The applicant shall provide an engineering certification confirming that the proposal meets the flood storage displacement limitations of N.J.A.C. 7:13.
- (7) Extent of any proposed alteration of sand dunes.
- (8) Existing and proposed alignment of any proposed alteration of a watercourse.
- (9) Floodproofing certifications, V Zone and Breakaway Wall Certifications, Operations and Maintenance Plans, Warning and Evacuation Plans and other documentation required pursuant to FEMA publications.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by these regulations but that are not required to be prepared by a registered design professional when it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance.

**105.2 Information in flood hazard areas without base flood elevations (approximate Zone A).** Where flood hazard areas are delineated on the effective or preliminary FIRM and base flood elevation data have not been provided, the applicant shall consult with the Floodplain Administrator to determine whether to:

- (1) Use the Approximation Method (Method 5) described in N.J.A.C. 7:13 in conjunction with Appendix 1 of the FHACA to determine the required flood elevation.
- (2) Obtain, review, and reasonably utilize data available from a Federal, State or other<sup>10</sup> source when those data are deemed acceptable to the Floodplain Administrator to reasonably reflect flooding conditions.
- (3) Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques according to Method 6 as described in N.J.A.C. 7:13. Such analyses shall be performed and sealed by a licensed professional engineer.

Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator prior to floodplain development permit issuance. The accuracy of data submitted for such determination shall be the responsibility of the applicant. Where the data are to be used to support a Letter of Map Change (LOMC) from FEMA, the applicant shall be responsible for satisfying the submittal requirements and pay the processing fees.

**105.3 Analyses and certifications by a Licensed Professional Engineer.** As applicable to the

location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a licensed professional engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 105.4 of these regulations and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the FIS or FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments will not increase the base flood elevation more than 0.2 feet at any point within the jurisdiction. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained, neither increasing nor decreasing the channel's flood-carrying capacity. The applicant shall submit the analysis to FEMA as specified in Section 105.4 of these regulations. The applicant shall notify the chief executive officer of all affected adjacent jurisdictions, the NJDEP's Bureau of Flood Engineering and the Division of Land Resource Protection; and shall provide documentation of such notifications.
- (4) For activities that propose to alter sand dunes in coastal high hazard areas (Zone V) and Coastal A Zones, an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage and documentation of the issuance of a New Jersey Coastal Zone Management permit under N.J.A.C. 7:7.
- (5) For analyses performed using Methods 5 and 6 (as described in N.J.A.C. 7:13) in flood hazard zones without base flood elevations (approximate A zones).

**105.4 Submission of additional data.** When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change (LOMC) from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

## SECTION 106 INSPECTIONS

**106.1 General.** Development for which a permit is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

**106.2 Inspections of development.** The Floodplain Administrator shall inspect all development in flood hazard areas authorized by issuance of permits under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine if development is undertaken without issuance of a permit.

**106.3 Buildings and structures.** The Construction Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit in accordance with the Uniform Construction Code, N.J.A.C. 5:23.

- 1) **Lowest floor elevation.** Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an



Elevation Certificate.

- 2) **Lowest horizontal structural member.** In V zones and Coastal A zones, upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an Elevation Certificate.
- 3) **Installation of attendant utilities** (electrical, heating, ventilating, air-conditioning, and other service equipment) and sanitary facilities elevated as discussed in Section 801.2.
- 4) **Final inspection.** Prior to the final inspection, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an Elevation Certificate.

**106.4 Manufactured homes.** The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of these regulations and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted on an Elevation Certificate to the Floodplain Administrator prior to the final inspection.

### SECTION 107 VARIANCES

**107.1 General.** The Planning Board shall hear and decide requests for variances. The Planning Board shall base its determination on technical justifications submitted by applicants, the considerations for issuance in Section 107.5, the conditions of issuance set forth in Section 107.6, and the comments and recommendations of the Floodplain Administrator and, as applicable, the Construction Official. The Planning Board has the right to attach such conditions to variances as it deems necessary to further the purposes and objectives of these regulations.

**107.2 Historic structures.** A variance to the substantial improvement requirements of this ordinance is authorized provided that the repair or rehabilitation of a historic structure is completed according to N.J.A.C. 5:23-6.33, Section 1612 of the International Building Code and R322 of the International Residential Code, the repair or rehabilitation will not preclude the structure's continued designation as a historic structure, the structure meets the definition of the historic structure as described by this ordinance, and the variance is the minimum necessary to preserve the historic character and design of the structure.

**107.3 Functionally dependent uses.** A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use provided the variance is the minimum necessary to allow the construction or substantial improvement, and that all due consideration has been given to use of methods and materials that minimize flood damage during the base flood and create no additional threats to public safety.

**107.4 Restrictions in floodways.** A variance shall not be issued for any proposed development in a floodway when any increase in flood levels would result during the base flood discharge, as evidenced by the applicable analysis and certification required in Section 105.3(1) of these regulations.

**107.5 Considerations.** In reviewing requests for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage.
- (2) The danger to life and property due to flooding or erosion damage.
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.
- (4) The importance of the services provided by the proposed development to the community.
- (5) The availability of alternate locations for the proposed development that are not subject to flooding or erosion and the necessity of a waterfront location, where applicable.
- (6) The compatibility of the proposed development with existing and anticipated development.

- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.
- (8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwater and the effects of wave action, where applicable, expected at the site.
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

**107.6 Conditions for issuance.** Variances shall only be issued upon:

- (1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site limit compliance with any provision of these regulations or renders the elevation standards of the building code inappropriate.
- (2) A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable.
- (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- (4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Notification to the applicant in writing over the signature of the Floodplain Administrator that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and that such construction below the base flood level increases risks to life and property.

## SECTION 108 VIOLATIONS

**108.1 Violations.** Any development in any flood hazard area that is being performed without an issued permit or that is in conflict with an issued permit shall be deemed a violation. A building or structure without the documentation of elevation of the lowest floor, the lowest horizontal structural member if in a V or Coastal A Zone, other required design certifications, or other evidence of compliance required by the building code is presumed to be a violation until such time as that documentation is provided.

**108.2 Authority.** The Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of property involved, to the owner's agent, or to the person or persons doing the work for development that is not within the scope of the Uniform Construction Code, but is regulated by these regulations and that is determined to be a violation.

**108.3 Unlawful continuance.** Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by N.J.S.A. 40:49-5 as appropriate.

**108.4 Review Period to Correct Violations.** A 30-day period shall be given to the property owner as an opportunity to cure or abate the condition. The property owner shall also be afforded an opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30-day period, a fine up to \$2,000.00 under N.J.S.A. 40:49-5 may be imposed if a court has not determined otherwise or, upon reinspection of the property, it is determined that the abatement has not been substantially completed.

## SECTION 201 DEFINITIONS

**201.1 General.** The following words and terms shall, for the purposes of these regulations, have the meanings shown herein. Other terms are defined in the Uniform Construction Code N.J.A.C. 5:23 and terms are defined where used in the International Residential Code and International Building Code (rather than in the definitions section). Where terms are not defined, such terms shall have ordinarily accepted meanings such as the context implies.

#### **201.2 Definitions**

**30 DAY PERIOD** – The period of time prescribed by N.J.S.A. 40:49-5 in which a property owner is afforded the opportunity to correct zoning and solid waste disposal after a notice of violation pertaining to this ordinance has been issued.

**100 YEAR FLOOD ELEVATION** – Elevation of flooding having a 1% annual chance of being equaled or exceeded in a given year which is also referred to as the Base Flood Elevation.

**500 YEAR FLOOD ELEVATION** – Elevation of flooding having a 0.2% annual chance of being equaled or exceeded in a given year.

**A ZONES** – Areas of 'Special Flood Hazard in which the elevation of the surface water resulting from a flood that has a 1% annual chance of equaling or exceeding the Base Flood Elevation (BFE) in any given year shown on the Flood Insurance Rate Map (FIRM) zones A, AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. When used in reference to the development of a structure in this ordinance, A Zones are not inclusive of Coastal A Zones because of the higher building code requirements for Coastal A Zones.

**AH ZONES**– Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses are shown in this zone.

**AO ZONES** – Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet.

**ACCESSORY STRUCTURE** – Accessory structures are also referred to as appurtenant structures. An accessory structure is a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For example, a residential structure may have a detached garage or storage shed for garden tools as accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings.

**AGRICULTURAL STRUCTURE** - A structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Communities must require that new construction or substantial improvements of agricultural structures be elevated or floodproofed to or above the Base Flood Elevation (BFE) as any other nonresidential building. Under some circumstances it may be appropriate to wet-floodproof certain types of agricultural structures when located in wide, expansive floodplains through issuance of a variance. This should only be done for structures used for temporary storage of equipment or crops or temporary shelter for livestock and only in circumstances where it can be demonstrated that agricultural structures can be designed in such a manner that results in minimal damage to the structure and its contents and will create no additional threats to public safety. New construction or substantial improvement of livestock confinement buildings, poultry houses, dairy operations, similar livestock operations and any structure that represents more than a minimal investment must meet the elevation or dry-floodproofing requirements of 44 CFR 60.3(c)(3).

**AREA OF SHALLOW FLOODING** – A designated Zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. **AREA OF SPECIAL FLOOD HAZARD** – see **SPECIAL FLOOD HAZARD AREA**

**ALTERATION OF A WATERCOURSE** – A dam, impoundment, channel relocation, change in

channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ASCE 7 – The standard for the Minimum Design Loads for Buildings and Other Structures, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. which includes but is not limited to methodology and equations necessary for determining structural and flood-related design requirements and determining the design requirements for structures that may experience a combination of loads including those from natural hazards. Flood related equations include those for determining erosion, scour, lateral, vertical, hydrostatic, hydrodynamic, buoyancy, breaking wave, and debris impact.

ASCE 24 – The standard for Flood Resistant Design and Construction, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. References to ASCE 24 shall mean ASCE 24-14 or the most recent version of ASCE 24 adopted in the UCC Code [N.J.A.C. 5:23].

BASE FLOOD ELEVATION (BFE) – The water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year, as shown on a published Flood Insurance Study (FIS), or preliminary flood elevation guidance from FEMA. May also be referred to as the “100-year flood elevation”.

BASEMENT – Any area of the building having its floor subgrade (below ground level) on all sides.

BEST AVAILABLE FLOOD HAZARD DATA - The most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA AREA- The areal mapped extent associated with the most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA ELEVATION - The most recent available preliminary flood elevation guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BREAKAWAY WALLS – Any type of wall subject to flooding that is not required to provide structural support to a building or other structure and that is designed and constructed such that, below the Local Design Flood Elevation, it will collapse under specific lateral loads such that (1) it allows the free passage of floodwaters, and (2) it does not damage the structure or supporting foundation system. Certification in the V Zone Certificate of the design, plans, and specifications by a licensed design professional that these walls are in accordance with accepted standards of practice is required as part of the permit application for new and substantially improved V Zone and Coastal A Zone structures. A completed certification must be submitted at permit application.

BUILDING – Per the FHACA, “Building” means a structure enclosed with exterior walls or fire walls, erected and framed of component structural parts, designed for the housing, shelter, enclosure, and support of individuals, animals, or property of any kind. A building may have a temporary or permanent foundation. A building that is intended for regular human occupation and/or residence is considered a habitable building.

COASTAL A ZONE – An Area of Special Flood Hazard starting from a Velocity (V) Zone and extending up to the landward Limit of the Moderate Wave Action delineation. Where no V Zone is mapped the Coastal A Zone is the portion between the open coast and the landward Limit of the Moderate Wave Action delineation. Coastal A Zones may be subject to wave effects, velocity flows, erosion, scour, or a combination of these forces. Construction and development in Coastal A Zones is to be regulated similarly to V Zones/Coastal High Hazard Areas except as allowed by ASCE 24.

COASTAL HIGH HAZARD AREA – An Area of Special Flood Hazard inclusive of the V Zone extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

CONDITIONAL LETTER OF MAP REVISION - A Conditional Letter of Map Revision (CLOMR) is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CONDITIONAL LETTER OF MAP REVISION - FILL -- A Conditional Letter of Map Revision - Fill (CLOMR-F) is FEMA's comment on a proposed project involving the placement of fill outside of the regulatory floodway that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CRITICAL BUILDING – Per the FHACA, “Critical Building” means that:

- a. It is essential to maintaining continuity of vital government operations and/or supporting emergency response, sheltering, and medical care functions before, during, and after a flood, such as a hospital, medical clinic, police station, fire station, emergency response center, or public shelter; or
- b. It serves large numbers of people who may be unable to leave the facility through their own efforts, thereby hindering or preventing safe evacuation of the building during a flood event, such as a school, college, dormitory, jail or detention facility, day care center, assisted living facility, or nursing home.

DEEP FOUNDATIONS – Per ASCE 24, deep foundations refer to those foundations constructed on erodible soils in Coastal High Hazard and Coastal A Zones which are founded on piles, drilled shafts, caissons, or other types of deep foundations and are designed to resist erosion and scour and support lateral and vertical loads as described in ASCE 7. Foundations shall extend to 10 feet below Mean Water Level (MWL) unless the design demonstrates that pile penetration will provide sufficient depth and stability as determined by ASCE 24, ASCE 7, and additional geotechnical investigations if any unexpected conditions are encountered during construction.

DEVELOPMENT – Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations and other land-disturbing activities.

DRY FLOODPROOFING – A combination of measures that results in a non-residential structure, including the attendant utilities and equipment as described in the latest version of ASCE 24, being watertight with all elements substantially impermeable and with structural components having the capacity to resist flood loads.

ELEVATED BUILDING – A building that has no basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns. Solid perimeter foundations walls are not an acceptable means of elevating buildings in V and VE Zones.

ELEVATION CERTIFICATE – An administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support an application for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

ENCROACHMENT – The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

FEMA PUBLICATIONS – Any publication authored or referenced by FEMA related to building science, building safety, or floodplain management related to the National Flood Insurance Program. Publications shall include but are not limited to technical bulletins, desk references, and American Society of Civil Engineers Standards documents including ASCE 24.

#### FLOOD OR FLOODING

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
  1. The overflow of inland or tidal waters.
  2. The unusual and rapid accumulation or runoff of surface waters from any source.
  3. Mudslides (I.e. mudflows) which are proximately caused by flooding as defined in (a) (2) of this definition and are akin to a river or liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

FLOOD HAZARD AREA DESIGN FLOOD ELEVATION – Per the FHACA, the peak water surface elevation that will occur in a water during the flood hazard area design flood. This elevation is determined via available flood mapping adopted by the State, flood mapping published by FEMA (including effective flood mapping dated on or after January 31, 1980, or any more recent advisory, preliminary, or pending flood mapping; whichever results in higher flood elevations, wider floodway limits, greater flow rates, or indicates a change from an A zone to a V zone or coastal A zone), approximation, or calculation pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-3.1 – 3.6 and is typically higher than FEMA's base flood elevation. A water that has a drainage area measuring less than 50 acres does not possess, and is not assigned, a flood hazard area design flood elevation.

FLOOD INSURANCE RATE MAP (FIRM) – The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – The official report in which the Federal Emergency Management Agency has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

FLOODPLAIN OR FLOOD PRONE AREA – Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

FLOODPLAIN MANAGEMENT REGULATIONS – Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING – Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

FLOODPROOFING CERTIFICATE – Certification by a licensed design professional that the design and methods of construction for floodproofing a non-residential structure are in accordance with accepted standards of practice to a proposed height above the structure's lowest adjacent grade that meets or exceeds the Local Design Flood Elevation. A completed floodproofing certificate is required at permit application.

FLOODWAY – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than 0.2 foot.

**FREEBOARD** – A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

**FUNCTIONALLY DEPENDENT USE** – A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities necessary for the loading or unloading of cargo or passengers, and shipbuilding and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

**HABITABLE BUILDING**– Pursuant to the FHACA Rules (N.J.A.C. 7:13), means a building that is intended for regular human occupation and/or residence. Examples of a habitable building include a single-family home, duplex, multi-residence building, or critical building; a commercial building such as a retail store, restaurant, office building, or gymnasium; an accessory structure that is regularly occupied, such as a garage, barn, or workshop; mobile and manufactured homes, and trailers intended for human residence, which are set on a foundation and/or connected to utilities, such as in a mobile home park (not including campers and recreational vehicles); and any other building that is regularly occupied, such as a house of worship, community center, or meeting hall, or animal shelter that includes regular human access and occupation. Examples of a non-habitable building include a bus stop shelter, utility building, storage shed, self-storage unit, construction trailer, or an individual shelter for animals such as a doghouse or outdoor kennel.

**HARDSHIP** – As related to Section 107 of this ordinance, meaning the exceptional hardship that would result from a failure to grant the requested variance. The City Council of the City of Camden requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

**HIGHEST ADJACENT GRADE** – The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.

**HISTORIC STRUCTURE** – Any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  1. By an approved State program as determined by the Secretary of the Interior; or
  2. Directly by the Secretary of the Interior in States without approved programs.

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**LAWFULLY EXISTING** – Per the FHACA, means an existing fill, structure and/or use, which meets all Federal, State, and local laws, and which is not in violation of the FHACA because it was established:

- a. Prior to January 31, 1980; or
- b. On or after January 31, 1980, in accordance with the requirements of the FHACA as it existed at the time the fill, structure and/or use was established.

Note: Substantially damaged properties and substantially improved properties that have not been elevated are not considered “lawfully existing” for the purposes of the NFIP. This definition is included in this ordinance to clarify the applicability of any more stringent statewide floodplain management standards required under the FHACA.

**LETTER OF MAP AMENDMENT** - A Letter of Map Amendment (LOMA) is an official

amendment, by letter, to an effective National Flood Insurance Program (NFIP) map that is requested through the Letter of Map Change (LOMC) process. A LOMA establishes a property's location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation. Because a LOMA officially amends the effective NFIP map, it is a public record that the community must maintain. Any LOMA should be noted on the community's master flood map and filed by panel number in an accessible location.

**LETTER OF MAP CHANGE** – The Letter of Map Change (LOMC) process is a service provided by FEMA for a fee that allows the public to request a change in flood zone designation in an Area of Special Flood Hazard on a Flood Insurance Rate Map (FIRM). Conditional Letters of Map Revision, Conditional Letters of Map Revision – Fill, Letters of Map Revision, Letters of Map Revision-Fill, and Letters of Map Amendment are requested through the Letter of Map Change (LOMC) process.

**LETTER OF MAP REVISION** - A Letter of Map Revision (LOMR) is FEMA's modification to an effective Flood Insurance Rate Map (FIRM). Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM or FIS report. Because a LOMR officially revises the effective NFIP map, it is a public record that the community must maintain. Any LOMR should be noted on the community's master flood map and filed by panel number in an accessible location.

**LETTER OF MAP REVISION – FILL** -- A Letter of Map Revision Based on Fill (LOMR-F) is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway may be initiated through the Letter of Map Change (LOMC) Process. Because a LOMR-F officially revises the effective Flood Insurance Rate Map (FIRM) map, it is a public record that the community must maintain. Any LOMR-F should be noted on the community's master flood map and filed by panel number in an accessible location.

**LICENSED DESIGN PROFESSIONAL** – Licensed design professional shall refer to either a New Jersey Licensed Professional Engineer, licensed by the New Jersey State Board of Professional Engineers and Land Surveyors or a New Jersey Licensed Architect, licensed by the New Jersey State Board of Architects.

**LICENSED PROFESSIONAL ENGINEER** - A licensed professional engineer shall refer to individuals licensed by the New Jersey State Board of Professional Engineers and Land Surveyors.

**LIMIT OF MODERATE WAVE ACTION (LiMWA)** – Inland limit of the area affected by waves greater than 1.5 feet during the Base Flood. Base Flood conditions between the VE Zone and the LiMWA will be similar to, but less severe than those in the VE Zone.

**LOCAL DESIGN FLOOD ELEVATION (LDFE)** – The elevation reflective of the most recent available preliminary flood elevation guidance FEMA has provided as depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM which is also inclusive of freeboard specified by the New Jersey Flood Hazard Area Control Act and Uniform Construction Codes and any additional freeboard specified in a community's ordinance. In no circumstances shall a project's LDFE be lower than a permit-specified Flood Hazard Area Design Flood Elevation or a valid NJDEP Flood Hazard Area Verification Letter plus the freeboard as required in ASCE 24 and the effective FEMA Base Flood Elevation.

**LOWEST ADJACENT GRADE** – The lowest point of ground, patio, or sidewalk slab immediately next a structure, except in AO Zones where it is the natural grade elevation.

**LOWEST FLOOR** – In A Zones, the lowest floor is the top surface of the lowest floor of the lowest enclosed area (including basement). In V Zones and coastal A Zones, the bottom of the lowest horizontal structural member of a building is the lowest floor. An unfinished or flood resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not built so as



to render the structure in violation of other applicable non-elevation design requirements of these regulations.

**LOWEST HORIZONTAL STRUCTURAL MEMBER** - In an elevated building in a Coastal A or Coastal High Hazard Zone, the lowest beam, joist, or other horizontal member that supports the building is the lowest horizontal structural member. Grade beams installed to support vertical foundation members where they enter the ground are not considered lowest horizontal members.

**MANUFACTURED HOME** – A structure that is transportable in one or more sections, eight (8) feet or more in width and greater than four hundred (400) square feet, built on a permanent chassis, designed for use with or without a permanent foundation when attached to the required utilities, and constructed to the Federal Manufactured Home Construction and Safety Standards and rules and regulations promulgated by the U.S. Department of Housing and Urban Development. The term also includes mobile homes, park trailers, travel trailers and similar transportable structures that are placed on a site for 180 consecutive days or longer.

**MANUFACTURED HOME PARK OR SUBDIVISION** – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**MARKET VALUE** – The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value shall be determined by one of the following methods (1) Actual Cash Value (replacement cost depreciated for age and quality of construction), (2) tax assessment value adjusted to approximate market value by a factor provided by the tax assessor's office, or (3) established by a qualified independent appraiser.

**NEW CONSTRUCTION** – Structures for which the start of construction commenced on or after the effective date of the first floodplain regulation adopted by a community; includes any subsequent improvements to such structures. New construction includes work determined to be a substantial improvement.

**NON-RESIDENTIAL** – Pursuant to ASCE 24, any building or structure or portion thereof that is not classified as residential.

**ORDINARY MAINTENANCE AND MINOR WORK** – This term refers to types of work excluded from construction permitting under N.J.A.C. 5:23 in the March 5, 2018 New Jersey Register. Some of these types of work must be considered in determinations of substantial improvement and substantial damage in regulated floodplains under 44 CFR 59.1. These types of work include but are not limited to replacements of roofing, siding, interior finishes, kitchen cabinets, plumbing fixtures and piping, HVAC and air conditioning equipment, exhaust fans, built in appliances, electrical wiring, etc. Improvements necessary to correct existing violations of State or local health, sanitation, or code enforcement officials which are the minimum necessary to assure safe living conditions and improvements of historic structures as discussed in 44 CFR 59.1 shall not be included in the determination of ordinary maintenance and minor work.

**RECREATIONAL VEHICLE** – A vehicle that is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

**REPETITIVE LOSS** – any flood-related damage sustained by a structure on two separate occasions during a 10 year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

**RESIDENTIAL** – Pursuant to the ASCE 24:

- a. Buildings and structures and portions thereof where people live or that are used for sleeping purposes on a transient or non-transient basis;
- b. Structures including but not limited to one- and two-family dwellings, townhouses, condominiums, multi-family dwellings, apartments, congregate residences, boarding houses,

- lodging houses, rooming houses, hotels, motels, apartment buildings, convents, monasteries, dormitories, fraternity houses, sorority houses, vacation time-share properties; and
- c. institutional facilities where people are cared for or live on a 24-hour basis in a supervised environment, including but not limited to board and care facilities, assisted living facilities, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug centers, convalescent facilities, hospitals, nursing homes, mental hospitals, detoxification facilities, prisons, jails, reformatories, detention centers, correctional centers, and prerelease centers.

**SOLID WASTE DISPOSAL** – "Solid Waste Disposal" shall mean the storage, treatment, utilization, processing or final disposition of solid waste as described in N.J.A.C. 7:26-1.6 or the storage of unsecured materials as described in N.J.A.C. 7:13-2.3 for a period of greater than 6 months as specified in N.J.A.C. 7:26 which have been discharged, deposited, injected, dumped, spilled, leaked, or placed into any land or water such that such solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

**SPECIAL FLOOD HAZARD AREA** – The greater of the following: (1) Land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, shown on the FIRM as Zone V, VE, V1-3-, A, AO, A1-30, AE, A99, or AH; (2) Land and the space above that land, which lies below the peak water surface elevation of the flood hazard area design flood for a particular water, as determined using the methods set forth in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13; (3) Riparian Buffers as determined in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13. Also referred to as the AREA OF SPECIAL FLOOD HAZARD.

**START OF CONSTRUCTION** – The **Start of Construction** is as follows:

- a. **For other than new construction or substantial improvements, under the Coastal Barrier Resources Act (CBRA)**, this is the date the building permit was issued, provided that the actual start of construction, repair, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a building on site, such as the pouring of a slab or footing, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured (mobile) home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- b. For the purposes of determining whether proposed construction must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change, the Start of Construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. Such development must also be permitted and must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

For determining if new construction and substantial improvements within the Coastal Barrier Resources System (CBRS) can obtain flood insurance, a different definition applies.

**STRUCTURE** – A walled and roofed building, a manufactured home, or a gas or liquid storage tank

that is principally above ground.

**SUBSTANTIAL DAMAGE** – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT** – Any reconstruction, rehabilitation, addition, or other improvement of a structure taking place over a 10 year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. The period of accumulation includes the first improvement or repair of each structure that is permanent subsequent to 10 years prior. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. This term also includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- b. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

**UTILITY AND MISCELLANEOUS GROUP U BUILDINGS AND STRUCTURES** – Buildings and structures of an accessory character and miscellaneous structures not classified in any special occupancy, as described in ASCE 24.

**V ZONE CERTIFICATE** - A certificate that contains a certification signed by a licensed design professional certifying that the designs, plans, and specifications and the methods of construction in V Zones and Coastal A Zones are in accordance with accepted standards of practice. This certificate also includes an optional Breakaway Wall Design Certification for enclosures in these zones below the Best Available Flood Hazard Data Elevation. A completed certification is required at permit application.

**V ZONES** – Areas of Special Flood Hazard in which the elevation of the surface water resulting from a flood that has a 1% annual chance of equaling or exceeding the Base Flood Elevation in any given year shown on the Flood Insurance Rate Map (FIRM) zones V1-V30 and VE and is referred to as the Coastal High Hazard Area.

**VARIANCE** – A grant of relief from the requirements of this section which permits construction in a manner otherwise prohibited by this section where specific enforcement would result in unnecessary hardship.

**VIOLATION** – A development that is not fully compliant with these regulations or the flood provisions of the building code. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

**WATER SURFACE ELEVATION** – the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

**WATERCOURSE**. A river, creek, stream, channel, or other topographic feature in, on, through, or over which water flows at least periodically.

**WET FLOODPROOFING** – Floodproofing method that relies on the use of flood damage resistant materials and construction techniques in areas of a structure that are below the Local Design Flood Elevation by intentionally allowing them to flood. The application of wet floodproofing as a flood protection technique under the National Flood Insurance Program (NFIP) is limited to enclosures below elevated residential and non-residential structures and to accessory and agricultural structures that have been issued variances by the community.

## SECTION 301 SUBDIVISIONS AND OTHER DEVELOPMENTS

**301.1 General.** Any subdivision proposal, including proposals for manufactured home parks and subdivisions, or other proposed new development in a flood hazard area shall be reviewed to assure that:

- (1) All such proposals are consistent with the need to minimize flood damage.
- (2) All public utilities and facilities, such as sewer, gas, electric and water systems are located and constructed to minimize or eliminate flood damage.
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away from structures.

**301.2 Subdivision requirements.** Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) The flood hazard area, including floodways, coastal high hazard areas, and Coastal A Zones, and base flood elevations, as appropriate, shall be delineated on tentative subdivision plats.
- (2) Residential building lots shall be provided with adequate buildable area outside the floodway.
- (3) The design criteria for utilities and facilities set forth in these regulations and appropriate codes shall be met.

## SECTION 401 SITE IMPROVEMENT

**401.1 Encroachment in floodways.** Development, land disturbing activity, and encroachments in floodways shall not be authorized unless it has been demonstrated through hydrologic and hydraulic analyses required in accordance with Section 105.3(1) of these regulations that the proposed encroachment will not result in any increase in the base flood level during occurrence of the base flood discharge. If Section 105.3(1) is satisfied, proposed elevation, addition, or reconstruction of a lawfully existing structure within a floodway shall also be in accordance with Section 801.2 of this ordinance and the floodway requirements of N.J.A.C. 7:13.

**401.1.1 Prohibited in floodways.** The following are prohibited activities:

- (1) The storage of unsecured materials is prohibited within a floodway pursuant to N.J.A.C. 7:13.
- (2) Fill and new structures are prohibited in floodways per N.J.A.C. 7:13.

**401.2 Coastal High Hazard Areas (V Zones) and Coastal A Zones.** In Coastal High Hazard Areas and Coastal A Zones:

- (1) New buildings shall only be authorized landward of the reach of mean high tide.
- (2) The placement of manufactured homes shall be prohibited except in an existing manufactured home park or subdivision.
- (3) Basements or enclosures that are below grade on all sides are prohibited.
- (4) The use of fill for structural support of buildings is prohibited.

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**401.3 Sewer facilities.** All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with the New Jersey septic system regulations contained in N.J.A.C. 14A and N.J.A.C. 7:9A, the UCC Plumbing Subcode (N.J.A.C. 5:23) and Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwater into the facilities and discharge from the facilities into flood waters, or impairment of the facilities and systems.

**401.4 Water facilities.** All new and replacement water facilities shall be designed in accordance with the New Jersey Safe Drinking Water Act (N.J.A.C. 7:10) and the provisions of Chapter 7 ASCE 24, to minimize or eliminate infiltration of floodwater into the systems.

**401.5 Storm drainage.** Storm drainage shall be designed to convey the flow of surface waters to minimize or eliminate damage to persons or property.

**401.6 Streets and sidewalks.** Streets and sidewalks shall be designed to minimize potential for increasing or aggravating flood levels.

**401.7 Limitations on placement of fill.** Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwater, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, when intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the UCC (N.J.A.C. 5:23). Proposed fill and encroachments in flood hazard areas shall comply with the flood storage displacement limitations of N.J.A.C. 7:13.

**401.8 Limitations on sites in coastal high hazard areas (V Zones) and Coastal A Zones.** In coastal high hazard areas and Coastal A Zones, alteration of sand dunes shall be permitted only when the engineering analysis required by Section 105.3(4) of these regulations demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 801.9(3) of these regulations and as permitted under the NJ Coastal Zone Management Rules (N.J.A.C. 7:7).

**401.9 Hazardous Materials.** The placement or storage of any containers holding hazardous substances in a flood hazard area is prohibited unless the provisions of N.J.A.C. 7:13 which cover the placement of hazardous substances and solid waste is met.

## SECTION 501 MANUFACTURED HOMES

**501.1 General.** All manufactured homes installed in flood hazard areas shall be installed pursuant to the Nationally Preemptive Manufactured Home Construction and Safety Standards Program (24 CFR 3280).

**501.2 Elevation.** All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be elevated such that the bottom of the frame is elevated to or above the elevation specified in Section 801.2.

**501.3 Foundations.** All new, relocated, and replacement manufactured homes, including substantial improvement of existing manufactured homes, shall be placed on foundations as specified by the manufacturer only if the manufacturer's installation instructions specify that the home has been designed for flood-resistant considerations and provides the conditions of applicability for velocities, depths, or wave action as required by 24 CFR Part 3285-302. The Floodplain Administrator is authorized to determine whether the design meets or exceeds the performance necessary based upon the proposed site location conditions as a precondition of issuing a flood damage prevention permit. If the Floodplain Administrator determines that the home's performance standards will not withstand the flood loads in the proposed location, the applicant must propose a design certified by a New Jersey licensed design professional and in accordance with 24 CFR 3285.301 (c) and (d) which conforms with ASCE 24, the accepted standard of engineering practice for flood resistant design and construction.

**501.4 Anchoring.** All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

**501.5 Enclosures.** Fully enclosed areas below elevated manufactured homes shall comply with the requirements of Section 801.2.

**501.6 Protection of mechanical equipment and outside appliances.** Mechanical equipment and outside appliances shall be elevated to or above the elevation of the bottom of the frame required in Section 801.2 of these regulations.

**Exception.** Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are

constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 801.2, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

#### SECTION 601 RECREATIONAL VEHICLES

**601.1 Placement prohibited.** The placement of recreational vehicles shall not be authorized in coastal high hazard areas and in floodways.

**601.2 Temporary placement.** Recreational vehicles in flood hazard areas shall be fully licensed and ready for highway use and shall be placed on a site for less than 180 consecutive days.

**601.3 Permanent placement.** Recreational vehicles that are not fully licensed and ready for highway use, or that are to be placed on a site for more than 180 consecutive days, shall meet the requirements of Section 801.2 for habitable buildings and Section 501.3.

#### SECTION 701 TANKS

**701.1 Tanks.** Underground and above-ground tanks shall be designed, constructed, installed, and anchored in accordance with ASCE 24 and N.J.A.C. 7:13.

#### SECTION 801 OTHER DEVELOPMENT AND BUILDING WORK

**801.1 General requirements for other development and building work.** All development and building work, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the Uniform Construction Code (N.J.A.C. 5:23), shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 105.3(1) of this ordinance when located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic and hydrodynamic loads, including the effects of buoyancy, during the conditions of flooding up to the Local Design Flood Elevation determined according to Section 102.3;
- (4) Be constructed of flood damage-resistant materials as described in ASCE 24 Chapter 5;
- (5) Have mechanical, plumbing, and electrical systems above the Local Design Flood Elevation determined according to Section 102.3 or meet the requirements of ASCE 24 Chapter 7 which requires that attendant utilities are located above the Local Design Flood Elevation unless the attendant utilities and equipment are:
  - i. Specifically allowed below the Local Design Flood Elevation; and
  - ii. Designed, constructed, and installed to prevent floodwaters, including any backflow through the system from entering or accumulating within the components.
- (6) Not exceed the flood storage displacement limitations in fluvial flood hazard areas in accordance with N.J.A.C. 7:13; and
- (7) Not exceed the impacts to frequency or depth of offsite flooding as required by N.J.A.C. 7:13 in floodways.

#### **801.2 Requirements for Habitable Buildings and Structures.**

- 1) Construction and Elevation in A Zones not including Coastal A Zones.
  - a. No portion of a building is located within a V Zone.
  - b. No portion of a building is located within a Coastal A Zone, unless a licensed design professional certifies that the building's foundation is designed in accordance with ASCE 24, Chapter 4.
  - c. All new construction and substantial improvement of any habitable building (as defined

in Section 201) located in flood hazard areas shall have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 102.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate.

- d. All new construction and substantial improvements of non-residential structures shall:
  - i. Have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 102.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate; or
  - ii. Together with the attendant utility and sanitary facilities, be designed so that below the Local Design Flood Elevation, the structure:
    1. Meets the requirements of ASCE 24 Chapters 2 and 7; and
    2. Is constructed according to the design plans and specifications provided at permit application and signed by a licensed design professional, is certified by that individual in a Floodproofing Certificate, and is confirmed by an Elevation Certificate.
- e. All new construction and substantial improvements with fully enclosed areas below the lowest floor shall be used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding. Enclosures shall:
  - iii. For habitable structures, be situated at or above the adjoining exterior grade along at least one entire exterior wall, in order to provide positive drainage of the enclosed area in accordance with N.J.A.C. 7:13; enclosures (including crawlspaces and basements) which are below grade on all sides are prohibited;
  - iv. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters unless the structure is non-residential and the requirements of 801.2.1(d)ii are met;
  - v. Be constructed to meet the requirements of ASCE 24 Chapter 2;
  - vi. Have openings documented on an Elevation Certificate; and
  - vii. Have documentation that a deed restriction has been obtained for the lot if the enclosure is greater than six feet in height. This deed restriction shall be recorded in the Office of the County Clerk or the Registrar of Deeds and Mortgages in which the building is located, shall conform to the requirements in N.J.A.C. 7:13, and shall be recorded within 90 days of receiving a Flood Hazard Area Control Act permit or prior to the start of any site disturbance (including pre-construction earth movement, removal of vegetation and structures, or construction of the project), whichever is sooner. Deed restrictions must explain and disclose that:
    1. The enclosure is likely to be inundated by floodwaters which may result in damage and/or inconvenience.
    2. The depth of flooding that the enclosure would experience to the Flood Hazard Area Design Flood Elevation;
    3. The deed restriction prohibits habitation of the enclosure and explains that converting the enclosure into a habitable area may subject the property owner to enforcement;

## 2) Construction and Elevation in V Zones and Coastal A Zones.

- a. All new construction and substantial improvements shall be constructed according to structural designs, plans and specifications conforming with ASCE 24 Chapter 4 which are signed by a licensed design professional and certified by that individual in a V Zone Certificate.
- b. All new construction and substantial improvement of any habitable building (as defined in Section 201) located in coastal high hazard areas shall have the lowest horizontal structural member, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to the Local Design Flood Elevation as determined in Section 102.3, be in conformance

with ASCE Chapter 7, and be confirmed by an Elevation Certificate.

- c. All new construction and substantial improvements of non-residential structures shall:
- i. Have the lowest horizontal structural member, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 102.3, be in conformance with ASCE 24 Chapter 7, and be confirmed by an Elevation Certificate; or
  - ii. Together with the attendant utility and sanitary facilities, be designed so that below the Local Design Flood Elevation, the structure:
    1. Meets the requirements of ASCE 24 Chapters 4 and 7; and
    2. Is constructed according to the design plans and specifications provided at permit application and signed by a licensed design professional, is certified by that individual in a Floodproofing Certificate, and is confirmed by an Elevation Certificate.
- d. All new construction and substantial improvements shall have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. All breakaway walls shall be constructed according to structural designs, plans and specifications conforming with ASCE 24 Chapter 4, signed by a licensed design professional, and certified by that individual in a Breakaway Wall Certificate.
- e. All new construction and substantial improvements with fully enclosed areas below the lowest floor shall be used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding. Enclosures shall:
- i. Be situated at or above the adjoining exterior grade along at least one entire exterior wall, in order to provide positive drainage of the enclosed area in accordance with N.J.A.C. 7:13; enclosures (including crawlspaces and basements) which are below grade on all sides are prohibited.
  - ii. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters unless the structure is non-residential and the requirements of 801.2.2(c)ii are met;
  - iii. Be constructed to meet the requirements of ASCE 24 Chapter 4;
  - iv. Have openings documented on an Elevation Certificate and have breakaway wall construction documented on a Breakaway Wall Certificate unless the requirements of 801.2.2(c)ii are met for a non-residential structure; and
  - v. Have documentation that a deed restriction has been obtained for the lot if the enclosure is greater than six feet in height. This deed restriction shall be recorded in the Office of the County Clerk or the Registrar of Deeds and Mortgages in which the building is located, shall conform to the requirements in N.J.A.C.7:13, and shall be recorded within 90 days of receiving a Flood Hazard Area Control Act permit or prior to the start of any site disturbance (including pre-construction earth movement, removal of vegetation and structures, or construction of the project), whichever is sooner. Deed restrictions must explain and disclose that:
    1. The enclosure is likely to be inundated by floodwaters which may result in damage and/or inconvenience.
    2. The depth of flooding that the enclosure would experience to the Flood Hazard Area Design Flood Elevation;
    3. The deed restriction prohibits habitation of the enclosure and explains that converting the enclosure into a habitable area may subject the property owner to enforcement;
- f. For new construction or substantial improvements, enclosures shall be less than 295 square feet in size.

**801.3 Garages and accessory storage structures.** Garages and accessory storage structures shall be designed and constructed in accordance with the Uniform Construction Code.



**801.4 Fences.** Fences in floodways that have the potential to block the passage of floodwater, such as stockade fences and wire mesh fences, shall meet the requirements of Section 105.3(1) of these regulations. Pursuant to N.J.A.C. 7:13, any fence located in a floodway shall have sufficiently large openings so as not to catch debris during a flood and thereby obstruct floodwaters, such as barbed-wire, split-rail, or strand fence. A fence with little or no open area, such as a chain link, lattice, or picket fence, does not meet this requirement. Foundations for fences greater than 6 feet in height must conform with the Uniform Construction Code. Fences for pool enclosures having openings not in conformance with this section but in conformance with the Uniform Construction Code to limit climbing require a variance as described in Section 107 of this ordinance.

**801.5 Retaining walls, sidewalks, and driveways.** Retaining walls, sidewalks and driveways that involve placement of fill in floodways shall meet the requirements of Section 105.3(1) of these regulations and N.J.A.C. 7:13.

**801.6 Swimming pools.** Swimming pools shall be designed and constructed in accordance with the Uniform Construction Code. Above-ground swimming pools and below-ground swimming pools that involve placement of fill in floodways shall also meet the requirements of Section 105.3(1) of these regulations. Above-ground swimming pools are prohibited in floodways by N.J.A.C. 7:13.

**801.7 Roads and watercourse crossings.**

- (1) For any railroad, roadway, or parking area proposed in a flood hazard area, the travel surface shall be constructed at least one foot above the Flood Hazard Area Design Elevation in accordance with N.J.A.C. 7:13.
- (2) Roads and watercourse crossings that encroach into regulated floodways or riverine waterways with base flood elevations where floodways have not been designated, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, shall meet the requirements of Section 105.3(1) of these regulations.

**801.8 Other development in coastal high hazard areas (Zone V) and Coastal A Zones.** In Coastal High Hazard Areas (V Zones) and Coastal A Zones, development activities other than buildings and structures shall be permitted only when also authorized by the appropriate Federal, State or local authority; when located outside the footprint of, and not structurally attached to, buildings and structures; and when analyses prepared by a licensed professional engineer demonstrates no harmful diversion of floodwater or wave run up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the base flood or otherwise function to avoid obstruction of floodwater; and
- (3) On-site filled or mound sewage systems.

**801.9 Nonstructural fill in coastal high hazard areas (Zone V) and Coastal A Zones.** In coastal high hazard areas and Coastal A Zones: 28

- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
- (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only when an analysis prepared by a licensed professional engineer demonstrates no harmful diversion of floodwater or wave run up and wave reflection that would increase damage to adjacent buildings and structures.
- (3) Sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run up and wave reflection where the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

## SECTION 901 TEMPORARY STRUCTURES AND TEMPORARY STORAGE

**901.1 Temporary structures.** Temporary structures shall be erected for a period of less than 180 days. Temporary structures shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the base flood. Fully enclosed temporary structures shall have flood openings that are in accordance with ASCE 24 to allow for the automatic entry and exit of flood waters.

**901.2 Temporary storage.** Temporary storage includes storage of goods and materials for a period of less than 180 days. Stored materials shall not include hazardous materials.

**901.3 Floodway encroachment.** Temporary structures and temporary storage in floodways shall meet the requirements of Section 105.3(1) of these regulations.

## SECTION 1001 UTILITY AND MISCELLANEOUS GROUP U

**1001.1 Utility and Miscellaneous Group U.** In accordance with Section 312 of the International Building Code, Utility and Miscellaneous Group U includes buildings and structures that are accessory in character and miscellaneous structures not classified in any specific occupancy in the Building Code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, communication equipment structures (gross floor area less than 1,500 sq. ft.), fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), livestock shelters, private garages, retaining walls, sheds, stables, tanks and towers.

**1001.2 Flood loads.** Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions up to the Local Design Flood Elevation as determined in Section 102.3.

**1001.3 Elevation.** Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be elevated such that the lowest floor, including basement, is elevated to or above the Local Design Flood Elevation as determined in Section 102.3 and in accordance with ASCE 24. Utility lines shall be designed and elevated in accordance with N.J.A.C. 7:13.

**1001.4 Enclosures below base flood elevation.** Fully enclosed areas below the design flood elevation shall be constructed in accordance with Section 801.2 and with ASCE 24 for new construction and substantial improvements. Existing enclosures such as a basement or crawlspace having a floor that is below grade along all adjoining exterior walls shall be abandoned, filled-in, and/or otherwise modified to conform with the requirements of N.J.A.C. 7:13 when the project has been determined to be a substantial improvement by the Floodplain Administrator.

**1001.5 Flood-damage resistant materials.** Flood-damage-resistant materials shall be used below the Local Design Flood Elevation determined in Section 102.3.

**1001.6 Protection of mechanical, plumbing, and electrical systems.** Mechanical, plumbing, and electrical systems, equipment and components, heating, ventilation, air conditioning, plumbing fixtures, duct systems, and other service equipment, shall be elevated to or above the Local Design Flood Elevation determined in Section 102.3.

**Exception:** Electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment shall be permitted to be located below the Local Design Flood Elevation provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the Local Design Flood Elevation in compliance with the flood-resistant construction requirements of ASCE 24. Electrical wiring systems shall be permitted to be located below the Local Design Flood Elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

## SECTION 3. SEVERABILITY.

Where any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared. Furthermore, the other provisions of this ordinance are deemed to be severable and remain in full force and effect.

**SECTION 4. EFFECTIVE DATE.**

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

**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.

**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: June 13, 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

DB:dh  
06-13-23

**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, Efrain Caban, Jr., 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 2849 Idaho Road; and

WHEREAS, Anelis 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 of or near her home at 1159 Atlantic Avenue; and

WHEREAS, Nancy Fred-Morales, 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 904 N. 23<sup>rd</sup> 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. Type 1 Handicapped Parking locations shall be reserved for any handicapped operator. All others shall be prohibited from parking in such space.

SECTION 2. Type 2 Handicapped Parking locations shall only be utilized by the approved applicant and only by the vehicle whose license plate corresponds with the license plate number on the posted sign. All others shall be prohibited from parking in such space.

SECTION 3. 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 repealed, in part, wherein it conflicts with the ordinance to be adopted.

SECTION 4. Any portion of this ordinance not herein amended and supplemented shall remain in full force and effect.

SECTION 5. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

SECTION 6. 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: June 13, 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*

R-1

DB:dh  
07-11-23

**RESOLUTION AUTHORIZING AN AMENDMENT #1 TO CONTRACT #09-22-154  
WITH QUAL-LYNX**

WHEREAS, the Council of the City of Camden by Resolution R-9 (MC-8585) adopted September 13, 2022 awarded a contract to Qual-Lynx to provide Third Party Administration of the City's General Liability and Workers' Compensation Claims for a period of one (1) year under RFP#22-10A; and

WHEREAS, the contract price set forth in Resolution R-9 as aforesaid was One Hundred Fifteen Thousand Dollars (\$115,000.00); and


WHEREAS, it is necessary to amend contract #09-22-154 with Qual-Lynx by Amendment #1 to add claim administration services for the City's 1<sup>st</sup> party property damage including damage to City vehicles; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that contract #09-22-154 with Qual-Lynx is hereby amended by amendment #1 for the above stated reason.

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: July 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: JULY 11, 2023

TO: City Council  
FROM: Daniel Blackburn, City Attorney

TITLE: RESOLUTION AUTHORIZING THE AMENDMENT #1 TO CONTRACT #09-22-154 WITH QUAL-LYNX

Point of Contact:	Name	Department-Division-Bureau	Phone	Email
	Daniel Blackburn	Law Dept.	X 7467	dblackb@ci.camden.nj.us

## 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			JUN 30 2023	

Approved by: Business Administrator \_\_\_\_\_  
 Signature Date 6/26

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 JUN 30 2023

<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:** RESOLUTION AUTHORIZING THE AMENDMENT #1 TO CONTRACT #09-22-154 WITH QUAL-LYNX

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

- Amendment #1 Request is: Add claim administration services for the City's 1<sup>st</sup> party property damage including damage to City vehicles to the Qual-Lynx Contract.

Fact 1

- The City currently has a contract with Qual-Lynx Claims Administrator to provide claims administration services for workers' compensation and liability (general & auto) claims.
  - Claims administration services includes determining ultimate total cost of each claim.
- The contract also requires Qual-Lynx to provide the City's claim data including all financial data in a format acceptable to insurers.

Fact 2

- The City currently does not have a mechanism to determine the ultimate total cost of each property claim or such data in a format acceptable to insurers; Qual-Lynx has the expertise and capacity to provide this service.

Fact 3

- The City's current property damage claim retention is \$100,000 (examples – vehicle, building, furniture). The City is responsible for the 1<sup>st</sup> \$100,000 of every property damage claim. The City's insurer – Camden County Municipal Joint Insurance Fund is responsible for covered costs over \$100,000.
- The Camden County Municipal Joint Insurance Fund requires claim data in an acceptable format to insurers to consider offering the City a lower retention.

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

- The current contract (1/1/2023 to 1/1/2024) was awarded with a N-T-E amount of \$115,000.
- The actual annual projected cost is estimated to be \$80,000.
- The estimated projected cost for the additional services is \$10,000.
  - \$350 per claim (under \$50,000 damage); 3-year history projects – 25 claims
  - \$500 per claim (over \$50,000 damage); 3-year history project – 2 claims

The additional cost (\$10,000) will not necessitate a change in the N-T-E contract amount of \$115,000.

### **IMPACT STATEMENT**

Immediate:

- Support the City's request to the Camden County Municipal Joint Insurance Fund to reduce the current \$100,000 to \$50,000 per claim retention effective 1/1/2024.

- Assist the CFO in developing the 2024 Insurance Fund portion of the City's Budget.
- Ensure subrogation is aggressively pursued on behalf of the City and the City recovers funds it is entitled to from 3<sup>rd</sup> parties who damage City property.

**Long Term:**

- Enhance the City's underwriting profile to attract insurers to offer competitive and comprehensive property and casualty proposals to the City in future years.
- Provides the ability to identify any trend and implement risk management controls to either eliminate or reduce the hazard/financial liability to the City.
- Reduce the City's overall property and casualty insurance costs.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Internal – Damon Burke, City's Risk Manager
  - Attendance: Upon request
- External – JBER Risk Advisors – Bonnie Ridolfino, City's Insurance Advisor
  - Attendance: Upon request
- External – Conner Strong Buckelew – Michael Avalone, City's Risk Management Consultant
  - Attendance: Upon request

**COORDINATION:**

- Damon Burke will facilitate the process between the City and Qual-Lynx.

**Prepared by:**

Damon Burke

856-571-4742

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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	Professional Services
Name of Vendor	Qual-Lynx (Third Party Administrator)
Purpose or Need for service:	Amending the contract to add claim administration services for the City's 1 <sup>st</sup> party, 3 <sup>rd</sup> party and workers compensation claims for the City of Camden
Contract Award Amount	No Change
Term of Contract	01/01/2023 to 01/01/2024
Temporary or Seasonal	n/a
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.)	RFP
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 \_\_\_\_\_

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

R-2

DB:dh  
07-11-23

**RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES  
TO SPECIAL COUNSEL FOR GENERAL LEGAL SERVICES**

WHEREAS, there exists a need to provide professional legal services to the City of Camden for general legal services; and

WHEREAS, pursuant to N.J.S.A. 19A:44A-20.4 et. seq. and the best practices recommended by the Office of the State Comptroller the City solicited Requests for Qualifications for Service Providers to serve as Special Counsel in the amount of \$20,000 per attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the City desires to use the following Special Counsel to provide general legal services for the amount not to exceed (\$20,000 each per counsel):

- Eric R. Breslin, Esquire,  
Duane Morris LLP,  
One Riverfront Plaza –Suite 1800  
1037 Raymond Blvd., Newark, NJ 07102-5429
- Matthew Wieliczko, Esquire  
Zeller & Wieliczko, LLP  
120 Haddontowne Court #2  
Cherry Hill, NJ 08034
- Robert R. Simons, Jr., Esquire,  
Law Office of Robert R. Simons,  
126 White Horse Pike  
Haddon Heights, NJ 08035
- Scott A. Coffina, Esquire,  
Pietragallo, Gordon, Alfano, Bosick & Raspanti, LLP  
1818 Market Street-Suite 3402  
Philadelphia, PA 19103

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: July 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

R-3

DB:dh  
7-11-23

**RESOLUTION AUTHORIZING "IN REM" AMENDED TAX FORECLOSURE  
FOR LIST #197**

WHEREAS, on November 10, 2022 City Council authorized "In Rem" Tax Foreclosure List#197; and


WHEREAS, it is necessary to amend Tax Foreclosure List #197; and

BE IT RESOLVED, by the City Council of the City of Camden that it is hereby determined that City of Camden, City Attorney is hereby authorized to foreclose in summary proceedings, In Rem, as provided by the In Rem Tax Foreclosure Act (1948), R.S. 54:5-104.29, et. seq. and where necessary to institute an action to foreclose the right of redemption pursuant to N.J.S.A. 54:5-86 et seq. of those tax sale certificates held by the City of Camden, as listed in the appended and hereby incorporated list, known as Amended Tax Foreclosure List No. 197.

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: July 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: JULY 11, 2023

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

TITLE OF ORDINANCE/RESOLUTION: Resolution Authorizing "In Rem" Amended Tax Foreclosure List #197

Point of Contact: Dan Blackburn    Law Dept.    x7170    dablackb@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		JUN 30 2023	
Supporting Department Director (if necessary)	N			
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. Additional supporting documents: Submitted Budget, Audit, and Annual Report

*"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 JUN 30 2023

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution Authorizing Amended Foreclosure List #197

**FACTS/BACKGROUND:**

- On November 10, 2022 City Council approved Resolution MC-22:8692 authorizing Tax Foreclosure List #197.
- Since the approval of the foreclosure list some of the properties have been removed from the list due to the redemption of the lien or the assignment of the lien and a property was added to the foreclosure list.
- City Council approval of the amended foreclosure list is necessary to continue with the foreclosure process.

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

**IMPACT STATEMENT:**

- Council approval will allow the City to continue with the foreclosure action.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Michelle Banks-Spearman

**COORDINATION:**

- N/A

Prepared by: Michelle Banks-Spearman

856-757-7172/mispearm@ci.camden.nj.us

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Name

Phone/Email



AMENDED CITY OF CAMDEN  
TAX FORECLOSURE LIST #197

Schedule: #	Street Address	Block	Lot	Certificate No.	Mortgage Book No.	Mortgage Book Page	Tax Sale Date	Amt. to Redeem as of 7/1/23	Amt. of Tax Sale	Subsequent Liens	Interest and Cost	Owner name/last transferee Acc'd'g to Tax Duplicate
1	1106 So. 6th Street	331	120	15-00352	10228	1246	6/22/2015	\$26,620.67	\$ 1,050.66	\$12,198.58	\$11,033.15	Johnson, Mattie & James
2	1110 So. 6th Street	331	88	93-186	4036	826	6/28/1993	\$107,123.49	\$ 101.47	\$30,205.53	\$73,014.33	Martin, Stanley
3	13 So. 34th Street	1058	24	4-1435	7357	1618	1/12/2004	\$66,077.26	\$ 517.97	\$20,870.32	\$41,712.17	Hemmings, Beatrice
4	600 Chestnut Street	331	119	960222	4526	50	4/22/1996	\$31,728.38	\$ 1,187.24	\$5,548.76	\$24,152.59	Stewart, James L. & Anna Mae
5												
6	924 Kimber Street	106	41	37381	7783	194	10/9/1987	\$163,402.70	\$ 314.53	\$51,823.39	\$105,168.63	Nieves, Luciana
7												
8												
9												
10												
11	739 Spruce St.	368	136	94-565	4260	423	6/27/1994	\$152,491.78	\$ 3,300.78	\$35,270.54	\$108,268.51	Simcha, Moshe - Trustee
12	817 Atlantic Ave.	413	48	10-02539	9249	775	6/21/2010	\$56,680.75	\$ 1,271.96	\$23,239.65	\$28,783.00	Preston, Corey
13	1634-1636 Broadway	468	15	12874	244	2374	10/10/1975	\$152,197.14	\$ 143.70	\$57,333.07	\$85,884.25	Camden Rescue Mission, Inc
14	682 Woodland Ave.	559	50	90-702	4341	630	9/6/1990	\$147,117.71	\$ 1,200.27	\$23,261.03	\$119,230.27	Gladden, Mack Jr
15	755 Woodland Ave.	603	87	000474	5356	118	4/17/2000	\$81,724.61	\$ 681.98	\$23,919.49	\$53,728.71	Grace Home For Child, Inc
16	924 Woodland Ave.	610	11	35025	3400	471	10/11/1985	\$128,810.89	\$ 1,868.08	\$23,414.16	\$100,934.96	Davis, Robert W Sr
17	926 Woodland Ave.	610	12	38316	7783	272	10/9/1987	\$78,050.01	\$ 1,958.75	\$22,132.57	\$51,277.19	Buzynski, Leonard & Mary
18	934 Woodland Ave.	610	16	38317	7783	274	10/9/2087	\$192,333.30	\$ 494.03	\$45,962.25	\$139,824.81	Tolbert, Ronald W
19	975 Florence Street	612	43	91-556	4338	633	8/14/1991	\$154,804.25	\$ 1,099.41	\$34,925.97	\$114,230.37	Wilson, Franklyn
20	915 Florence Street	612	106	10-02742	9250	1840	6/21/2010	\$39,124.57	\$ 1,235.99	\$14,456.72	\$21,003.18	Prime Asset Consulting, LLC
21	705 York Street	759	13	020490	5956	574	3/25/2002	\$83,265.72	\$ 239.40	\$31,510.90	\$47,694.82	Lebron, Ada I
22	717 York Street	759	19	11-01652	9437	1711	6/20/2011	\$62,223.93	\$ 27.57	\$27,848.25	\$31,003.85	Thomas, Marcus
23	238 N. 37th St.	1031	8	93-982	4039	787	6/28/1993	\$242,449.76	\$ 135.92	\$68,768.22	\$162,964.21	Villegas, Francisco & Sandra
24	3047 Carman St.	1042	30	941877	4267	180	6/27/1994	\$212,386.32	\$8,723.13	\$40,550.93	\$156,675.97	Woods, William & Carol
26	1610-1642 Carman St.	1081	5	35671	8031	572	10/9/1987	\$111,465.15	\$ 1,972.04	\$25,140.40	\$81,143.45	Secretary of Hud
27	521 Pfeiffer St.	1196	29	13-02522	9858	429	6/17/2013	\$632,695.64	\$ 25,357.47	\$253,898.19	\$299,022.69	1601 Federal Street Holding, LLC
28	523 Pfeiffer St.	1253	112	09-02708	9060	1276	6/22/2009	\$47,345.84	\$ 829.88	\$18,109.53	\$25,869.82	Bean, Donald
29	525 Pfeiffer St.	1253	113	961712	4592	214	4/22/1996	\$159,429.34	\$ 459.45	\$41,166.22	\$112,539.25	Smith, Jr William F
30	525 Pfeiffer St.	1253	114	982769	5109	238	6/15/1998	\$154,128.21	\$ 7,135.58	\$31,535.08	\$110,755.80	Huff, Arthur F
31	562 Pfeiffer St.	1254	42	13-02640	9858	293	6/17/2013	\$65,489.52	\$ 2,641.05	\$28,547.02	\$28,204.53	Nebe, George N
32	1413 Kaighn Avenue	1275	69	982895	5109	278	6/15/1998	\$216,055.03	\$ 387.90	\$58,057.17	\$150,188.13	MOORE, George Jr
33	1298 Chase St.	1355	47									

## CERTIFICATION

### TO THE CITY COUNCIL OF CAMDEN:

I hereby certify that the attached Amended Foreclosure List #197 contains the description of land and tax sale certificates held by the City of Camden in the County of Camden affecting said lands, together with the amounts due on said certificates of tax sale and for subsequent municipal liens, including the amount to redeem exclusive of interest, and the ownership of said lands as it appears on the last tax duplicate of the City of Camden in the County of Camden which said lands and certificates of tax sale are subject to foreclosure In Rem pursuant to N.J.S.A. 54:104.29 to 54:5-104.71, this tax foreclosure list being prepared and certified in accordance with the provisions of such statute.

Dated:

6/22/23



MICHELLE HILL  
TAX COLLECTOR

## **ATTACHMENT B**

### **Applicable Laws**

The following are statutory and regulatory limitations on communicating with any non-federal entity, to include members of the defense industrial base:

- **Conflicts of Interest (18 U.S.C. § 208)**
  - Law - Government officials may not participate personally and substantially in a particular matter that will have a direct and predictable effect on their financial interests or those of their spouses, minor children, general business partners, or prospective employers.
  - Communications Impact – Personnel should not participate in meetings or other exchanges where the topics include matters that will impact the finances of a company in which they have an actual or imputed financial interest.
  - Allowed – participation in general discussions about policies, programs, and capabilities, particularly where multiple vendors are present.
  - Prohibited – participation in discussions about a specific contract involving the entity whose interests are imputed to the employee or matters having a financial impact on a narrow class of entities, of which the conflicting entity is one.
  
- **Procurement Integrity (41 U.S.C. § 2102 and 48 C.F.R. § 3.104-4)**
  - Law - Government officials shall not knowingly disclose contractor bid or proposal information or source selection information.
  - Communications Impact – Personnel should not discuss matters relating to ongoing procurements without proper authority and should never discuss offeror bid/proposal data or source selection information with anyone outside of the procurement team.
  - Allowed – Any communications permitted or required by the FAR, such as clarifications, discussions, negotiations, and debriefing information, when conducted under the oversight of a contracting officer. Discussion of public information, such as information contained in any solicitation or other posted documents, information provided to the media, or information announced in relation to prior contract awards.
  - Prohibited – Sharing a bidder/offeror's proposed approach, proprietary data or other non-public information about methodology or business.
  
- **Trade Secrets Act (18 U.S.C. §1905)**
  - Government officials may not disclose trade secrets or other proprietary information (which includes processes, operations, style of work, or apparatus, as well as the identity, confidential statistical data, amount or source of any income, profits, losses, or expenditures) unless authorized to do so by law. Such legal authority is rare.

➤ Federal Advisory Committee Act (5 U.S.C. App.2) "FACA"

- Law – Government officials must comply with the Federal Advisory Committee Act when seeking collective advice or recommendations from a group that includes persons who are not on active military duty, full-time or permanent part-time Federal officers or employees.
- Communications Impact - This does not apply to any group that meets with a Federal official(s), including a public meeting, where advice is sought from the attendees on an individual basis and not from the group as a whole. It also does not apply to any group that meets with a Federal official(s) for the purpose of exchanging facts or information.
- Allowed – FACA does not apply to meetings or discussions held for purposes of obtaining individual recommendations from the attendees (e.g., the group is not providing collective advice or recommendations). It also would not apply where the Government is seeking to exchange or obtain factual information (e.g., an industry day discussing capabilities or new initiatives).
- Prohibited – FACA would apply to a meeting or discussion where the assembled non-federal participants are requested to develop and provide advice or recommendations as a group.

➤ Impartiality (5 C.F.R. § 2635.101 and § 2635.501-503)

- Law - Employees shall act impartially and not give preferential treatment to any private organization or individual. Employees should not participate in particular matters where the circumstances would cause a reasonable person with knowledge of the relevant facts to question the employee's impartiality.
- Communications Impact – In deciding whether to meet with industry, officials should consider whether they are able and willing to meet with all similarly situated parties in the same manner. Officials should also consider whether the circumstances and their own personal and business relationships would cause the public to question their impartiality.
- Allowed – Meeting with suppliers of a particular product type to determine whether industry has the production capability to meet anticipated requirements, but limiting the invitees to those with existing high volume production lines.
- Not Recommended – Meeting with only a single supplier in an industry where there are 3 or 4 suppliers of equivalent capability and experience to discuss that same production capability.
- Prohibited – Meeting only with the incumbent contractor, to discuss requirements for the follow-on contract.

➤ Use of Nonpublic Information (5 C.F.R. § 2635.501-703)

- Employees shall not use or allow the use of nonpublic information to further any private interest, whether through advice or recommendation, or by knowing unauthorized disclosure.

## **NEW JERSEY'S OPEN PUBLIC MEETINGS ACT "THE SUNSHINE LAW"**

New Jersey's Open Public Meetings Act, known as "The Sunshine Law," is designed to ensure that decision-making government bodies in the state conduct their businesses in public except in specific circumstances where exclusion of the public is needed to protect the privacy of individuals, the safety of the public or the effectiveness of government in such areas as negotiations or investigations.

The main points of the Open Public Meetings Act, N.J.S.A. 10:4-6 (1973), are:

- All meetings of public bodies in New Jersey must be open to the public unless closure is specifically permitted by law. If a meeting by members of a public body is closed to the public, the reason given must be one specifically authorized under the law.
- A public body is a group of two or more persons, empowered as a voting body or public fund-spending body to perform a public governmental function. The judicial branch, the Parole Board and the State Commission of Investigation and all political parties are excluded.
- A public meeting is one held by a public body at any level of government - state, county or local - with the intent to discuss or act as a body on public business. A meeting may be in person, by telephone conference call or by other means of electronic communication.
- Advisory bodies are not subject to the Sunshine Law, such as when a mayor or governor meets with department heads. However, if an advisory body has the power to eliminate options available to a decision-making body, it too becomes subject to the law.
- It is not necessary that a meeting result in some action; mere discussion of public matters is enough to make it a meeting public.

- Violations of the law may result in voiding of decisions made by the public body. Also, executive session discussion may be made public by court order, and penalties may be assessed against individual members.
- **PUBLIC NOTICE:** Every public body must publish its meeting schedule by Jan. 10 or within seven days of its annual organization meeting, whichever is later. A 48-hour written notice must also be given for any regular, special, adjourned or unscheduled meeting giving the time, date, location and as complete an agenda as known at time of notice. The notice must be prominently posted in a public place, usually in the municipal building, and delivered to at least two previously designated newspapers. Exceptions to public notice requirements are:
  - Emergency meetings, which may be called by a three-quarters vote, may be held only if substantial harm to the public interest would result from a delay and the need for the meeting could not have reasonably be foreseen. Whenever possible, the body must provide at least 48-hour notice. Discussion must be limited to the matter which prompted the emergency meeting.
  - Closed or executive sessions.
- **CLOSED SESSIONS:** Closed or "executive" sessions may be held without public notice, or during the course of a public meeting, provided that the subject matter is covered by one or more of the following legal exemptions:
  - Matters made confidential by state, federal law or rule by court.
  - Disclosure would result in an unwarranted invasion of individual privacy, unless the person affected consents in writing.
  - Disclosure would impair the body's right to receive federal or state funds.

- o Collective bargaining.
- o Lease or acquisition of property, setting of banking rates, investment of public funds if disclosure would harm the public interest.
- o Investigations into violations of law.
- o Strategies to protect public security.
- o Pending, ongoing or anticipated litigation or contract negotiation, including attorney-client privilege. The threat of litigation must be more than theoretical for this exemption to apply.
- o Personnel matters affecting employees of the public bodies, unless all parties request or consent to a public hearing. Prior to discussion of personnel, affected employees must be given notice, known as a Rice notice, which gives the employee the right to request a public hearing.
- o Proceedings that could result in a suspension, civil penalty, or loss of a license or permit.

- Closed sessions are limited to discussion; all formal actions must be made in the open, regardless of subject matter.
- Prior to any closed session, the body must adopt a resolution stating the general nature of the subject to be discussed and the time when the discussion can be disclosed. The precise nature of the matter discussed may be withheld until the need for the closed session has passed.

- **MINUTES:** Minutes must be kept of closed sessions. The minutes should start with a statement of the time, place and manner of notice, or in the case of an emergency meeting, a statement sufficient to satisfy the emergency meeting notice requirements. Minutes should show, at a minimum, the names of the members

present, individual votes of each member, subjects considered and actions taken. Minutes must be promptly made available once the necessity of the closed session has passed.

**IF YOU WITNESS WHAT YOU BELIEVE TO BE A VIOLATION OF THIS LAW, SAY IN A CLEAR VOICE:**

"I am \_\_\_\_\_, resident of \_\_\_\_\_, (or reporter for \_\_\_\_\_.) I protest the closing of this meeting. I ask that you reconsider your intent to discuss this matter in closed session and further ask that this protest be recorded in the official minutes of the meeting."

**VIOLATIONS:** If you believe there has been a violation of the Open Public Meetings Act you can file a complaint with the appropriate county prosecutor or with the state Attorney General's office. Or you can file suit against the public body in state Superior Court.

**FOR MORE INFORMATION**

Society of Professional Journalists - New Jersey Chapter  
[www.njspj.org](http://www.njspj.org)

New Jersey Foundation for Open Government  
[www.njfog.org](http://www.njfog.org)

New Jersey Press Association  
[www.njpa.org](http://www.njpa.org)

*This summary is provided as a handy reference for journalists, public officials and the public by the Society of Professional Journalists, New Jersey Chapter. (Sept. 2007)*

R-4

DB:dh  
07-11-23

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN  
THE CITY OF CAMDEN AND THE CAMDEN SCHOOL DISTRICT TO  
PROVIDE PRE-PACKAGED BREAKFAST AND LUNCH FOR THE  
2023 SUMMER FOOD SERVICE**

WHEREAS, N.J.S.A. 40A:65-4 authorizes local units of government to enter into agreements for shared services; and

WHEREAS, the City of Camden, desires to enter into a Shared Services Agreement with the Camden School District, to manage and provide prepackaged meals to Camden City Youth from June 26, 2023 to August 18, 2023; and

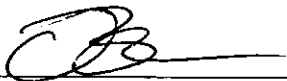
WHEREAS, it is necessary to enter into a Shared Services Agreement with the Camden School District establishing the responsibilities of the parties, terms and conditions, for a period of two (2) months; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper officers are hereby authorized to enter into a Shared Services Agreement with the Camden School District to provide, prepackaged meals to Camden City Youth from June 26, 2023 to August 18, 2023 for the Summer Food Service.

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: July 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: CAMDEN CITY SCHOOL DISTRICT

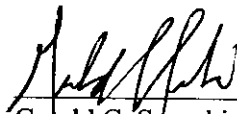
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:  
AMOUNT:
- APPROPRIATION RESERVE:  
AMOUNT: \$
- DEDICATED BY RIDER:  
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT: G-02-23-833-701  
AMOUNT;\$302,095.95
- 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: \$ 302,095.95

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE CAMDEN CITY SCHOOL DISTRICT TO PROVIDE PRE-PACKAGE BREAKFAST AND LUNCH FOR THE 2023 SUMMER FOOD SERVICE PROGRAM .

  
\_\_\_\_\_  
Gerald C. Seneski  
*Director of Finance*  
Date: 0/26





# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 07/11/2023

TO: City Council  
FROM: Timothy J. Cunningham, Business Administrator

## TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE CAMDEN CITY SCHOOL DISTRICT TO PROVIDE PRE-PACKAGED BREAKFAST AND LUNCH FOR THE 2023 SUMMER FOOD SERVICE PROGRAM

Point of Contact:	Janean Gooden	Dept. Human Services	856-968-6406	jagooden@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

### ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		6/21/2023	
Supporting Department Director (if necessary)				
Director of Grants Management	Y		6/23/23	
Qualified Purchasing Agent	Y		6/24/2023	
Director of Finance	Y		6/26	

Approved by: \_\_\_\_\_  
 Business Administrator \_\_\_\_\_  
 Signature \_\_\_\_\_ Date 6/26

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 JUN 30 2023

<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 A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE CAMDEN CITY SCHOOL DISTRICT TO PROVIDE PRE-PACKAGED BREAKFAST AND LUNCH FOR THE 2023 SUMMER FOOD SERVICE PROGRAM**

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

- The City received \$302,095.95 from New Jersey Department of Agriculture for the 2023 Summer Food Service Program
- A Shared Service Agreement (SSA) with the Camden City School District (CCSD) will allow CCSD to manage and provide these prepackaged meals from June 26, 2023 to August 18, 2023 to Camden City youth
- Unit price for Breakfast is \$2.67 & unit price for Lunch is \$4.90.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$302,095.95  
**APPROPRIATION NUMBER:**

**IMPACT STATEMENT:**

- The City does not have the staff or the funds to oversee the 2023 Summer Food Service Program
- The SSA agreement allows an alternative option for a healthy and consistent meal during the Summer while school is not in session.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

**Prepared by: LATEEAH CHANDLER**

**856-757-7159**


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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	N/A
Name of Vendor	CAMDEN CITY SCHOOL DISTRICT
Purpose or Need for service:	SHARED SERVICE AGREEMENT TO PROVIDE PRE-PACKAGED MEALS TO CAMDEN CITY YOUTH
Contract Award Amount	\$302,095.95
Term of Contract	~2 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.)	NJSA 40A:65-4
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.

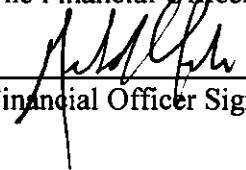
If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

\_\_\_\_\_  
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 Date \_\_\_\_\_  
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****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 (Shared Service Agreement with the Camden City School District)			
Grant #:		TBD			
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:		N	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 – 09-30-2023		Location of Activity: Camden City	
Date of Analysis:		June 23, 2023		Reviewed By: Barbara Johnson	

**Summary:** The Department of Human Services is requesting authorization for a shared service agreement between the City of Camden and the Camden City School Board. The grant is from the New Jersey of Agriculture – Bureau of Child Nutrition for the 2023 Summer Food Service Program for \$302,095.95. Please see attached email with the revised amount.

*The Department of Human Services is requesting authorization to insert a grant from the New Jersey of Agriculture – Bureau of Child Nutrition for the 2023 Summer Food Service Program for \$245,769.19,*

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.

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:** Program (actual meals served) will start on June 26, 2023 and end on August 18, 2023.

**Problematic Areas/Recommendations** I see no problems with the Department applying for this Grant to services the Youth of the City of Camden.

## **Barbara Bellamy-Johnson**

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**From:** DoNotReply\_SFSP@ag.nj.gov  
**Sent:** Wednesday, June 21, 2023 2:02 PM  
**To:** Janean Gooden; Barbara Bellamy-Johnson; Forrest Gibbs; Chanelle Perry; Martin Hunter  
**Cc:** SFSPOutgoing@ag.nj.gov  
**Subject:** City of Camden (Agreement #: 07200012) - Camden - Sponsor Application Approved

Agreement Number: 07200012

FAIN-FOOD #221NJ304N1099

FAIN-ADMIN #221NJ304N1099

CFDA #10.559

GRANT PERIOD 10-1-2022 TO 9-30-2023

We are pleased to inform you that your 2023 Summer Food Service Program application has been approved, and you are now eligible to receive reimbursement for meal service. ~~The 2023 funding approved for your~~ organization is \$336,459.99.

As a reminder, area eligibility is good for 5 years. Those sites with current area eligibility are noted with an "A" on the Schedule A. Sites noted with an "E" will be required to submit the annual documentation required to obtain or renew site eligibility.

As a sub-recipient of New Jersey Department of Agriculture funds, it is imperative that you provide the above listed FAIN numbers, CFDA number, and Grant Period to your CPA. This requirement is in accordance with the Uniform Administrative Requirements, Costs Principles, and the Audit Requirements for Federal Awards.

The New Jersey Department of Education (NJDOE) has approved school district and charter school restricted and unrestricted indirect cost rate applications for the year 2022-2023 School year. If the NJDOE approved indirect cost rate is utilized, it must be documented and charged consistently across all programs.

If you have never received a negotiated indirect cost rate, you may elect to charge a rate of 10% of modified total direct costs indefinitely. If this election is made, you must use this rate consistently for all Federal Awards and all charges must be documented. If you have any questions, please our Division's fiscal office at 609-984-1439.

Federal requirements for participation, management and records are as follows:

7 CFR 225.14 (c) (1) (2), Requirements for Sponsor Participation. No applicant sponsor shall be eligible to participate in the Program unless it (i) demonstrates financial and administrative capability for Program operations and accepts final financial and administrative responsibility for total Program operations at all sites at which it proposes to conduct a food service; and (ii) has not been seriously deficient in operating the Program.

7 CFR 225.14 (d) (3), Requirements for Sponsor Participation. Sponsors which are units of local, municipal, county, or State government, and sponsors which are private nonprofit organizations, will only be approved to

administer the Program at sites where they have administrative oversight. Administrative oversight means that the sponsor shall be responsible for:

7 CFR 225.14 (d) (3) (i), Requirements for Sponsor Participation. Maintaining contact with meal service staff, ensuring that there is adequately trained meal service staff on site, monitoring the meal service throughout the period of Program participation, and terminating meal service at a site if staff fail to comply with Program regulations.

7 CFR 225.15 (a) (4), Management Responsibilities of Sponsors. Sponsors must maintain documentation of a nonprofit food service including copies of all revenues received and expenses paid from the nonprofit food service account. Program reimbursements and expenditures and expenditures may be included in a single nonprofit food service account with funds from any other Child Nutrition Programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, except the Special Supplemental Nutrition Program for Women, Infants, and Children. All program reimbursement funds must be used solely for the conduct of the nonprofit food service operation. The net cash resources of the nonprofit food service of each sponsor participating in the Program may not exceed one month's average expenditures for sponsors operating only during the summer months and three month's average expenditures for sponsors operating Child Nutrition Programs throughout the year. State agency approval shall be required for net cash resources in excess of the requirements set forth in this paragraph (a) (4). Sponsors shall monitor Program costs and, in the event that net cash resources exceed the requirements outline, take action to improve the meal service or other aspects of the Program.

7 CFR 225.15 (c) (1), Records and Claims. Sponsors shall maintain accurate records which justify all costs and meals claimed. Failure to maintain such records may be grounds for denial of reimbursement for meals served and/or administrative costs claimed during the period covered by the records in question. The sponsor's records shall be available at all times for inspection and audit by representatives of the United States Secretary of Agriculture and Comptroller General and the State agency for a period of three years following the date of submission of the final claim for reimbursement for the fiscal year.

Agreement Number: 07200012

Sponsor Name: City of Camden

Address: 1000 N. 6th Street, Camden, NJ, 08102-0000

Vendor Number: V21600041800

Federal ID Number: 216000418

If the name or address or any other program changes occur during the 2023 summer operations, you must make the changes within ten days of the change.

**Note: Changes shall not be made on the meal count record form at any time. Meals that are disallowed by the state monitor cannot be claimed. In addition, please refrain from using white out on any documents. If a mistake is made, cross out the mistake and correct it with red pen. The re-creation of meal count forms is prohibited.**

Each sponsor must ensure that they are maintaining a nonprofit food service operation and must restrict all income accrued from the Summer Food Service Program to use solely for the operation or improvement of the food service.



## AUDIT REQUIREMENTS

The audit requirements for Program sponsors, pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or New Jersey OMB Circular 15-08, include the following:

Recipients whose funding is \$750,000 or more in state and/or federal financial assistance within their fiscal year must have a single audit performed in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Recipients whose funding is less than \$750,000 but more than \$100,000 in state and/or federal financial assistance within their fiscal year must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with circular letter NJ 15-08-OMB. The type of Audit required is dependent upon the source of funding.

Recipients whose funding is less than \$100,000 in federal and/or state funding within their fiscal year are not required to have an audit performed.

The completed audit is due to the cognizant agency, the one which provided most of the funding, within 9 months of sponsor's fiscal year end. The audit must be performed by an independent CPA. Federal funds cannot be used to pay for any required audit.

State funds expended during the sponsor's fiscal year derived from a vendor relationship are not subject to audit requirements. Determination of a vendor relationship status of funds expended can only be made by the cognizant agency, in conjunction with the other funding agency or agencies if necessary.

Failure to comply with audit requirements may result in an over claim to sponsor's Program and/or a seriously deficient determination.

Please contact your Nutrition Program Specialist at (609) 292-4498 for information regarding program operation and issues.

Best wishes for a successful summer.

Sincerely,

Tracii Butler Proctor, Coordinator

Summer Food Service Program

**NEW JERSEY DEPARTMENT OF AGRICULTURE  
DIVISION OF FOOD AND NUTRITION  
SUMMER FOOD SERVICE PROGRAM**

**AGREEMENT TO PROVIDE FOOD SERVICES (SFA and Sponsor)**

Camden City School District, hereinafter "SFA", conducting business at 1033 Cambridge st, Camden, NJ 08105, hereby covenants and agrees to provide meals to City of Camden, Dept. of Human Services, hereinafter "Sponsor" located at 1000 N. 6th st Camden, NJ 08102 in accordance with the terms and conditions below.

1. This Agreement shall be effective beginning 6/26/23 and ending 8/18/23 unless otherwise terminated in accordance with (Date) the terms herein.

2. SFA shall furnish unitized meals  inclusive of or  exclusive of milk and juice, to Sponsor at the following unit price(s):

MEAL TYPE	DATES OF SERVICE	TOTAL NUMBER OF SERVICE DAYS	X	ESTIMATED NUMBER OF SERVINGS PER DAY	X	UNIT PRICE PER MEAL TYPE	=	ESTIMATED TOTAL PRICE PER MEAL TYPE
Breakfast	6/26- 8/18	39		965		\$2.67		\$100,485.45
A.M. Supplement								
Lunch	6/26 - 8/18	39		1055		\$4.90		\$201,610.50
P.M. Supplement								
Dinner								
Special Picnic Menu								
<b>TOTAL</b>								<b>\$302,095.95</b>

- Meals, designated above to be provided under this agreement will be delivered to each of the sites listed on Attachment A, attached hereto, and incorporated into this Agreement. This list shall be updated on an ongoing basis.
- SFA will supervise at its place of business the preparation and assembly of meals as well as quality control inspections to check the portions, size and appearance of packaging and the quality of the product.
- SFA shall allow representatives of Sponsor, the New Jersey Department of Agriculture (NJDA) and the United States Department of Agriculture (USDA) to inspect SFA's food service facilities at any time during the Agreement period. These inspections may proceed with or without notice to SFA.
- SFA, shall satisfy all local health and sanitation requirements.
- Sponsor may increase or decrease the number of meal orders for individual sites if notice of the change is given to SFA 24 hours in advance of the delivery.
- All meals must be assembled within 24 hours of delivery to the site.
- All meals furnished by SFA must meet or exceed USDA required meal patterns, which are detailed in Attachment B, attached hereto, and incorporated into this Agreement and the food product specifications and nutritional requirements detailed in Attachment D, attached hereto, and incorporated into this Agreement.
- All meals must contain a sanitized straw, a napkin, suitable eating utensils and packets of condiments as outlined in Attachment C, attached hereto, and incorporated into this Agreement.
- All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal.

12. Meals are to be delivered within one hour of the scheduled meal service time indicated on Attachment A for lunch and within one-half hour of the scheduled meal service time indicated on Attachment A for breakfast and supplements.
13. Meals shall conform to the cycle menu set forth in Attachment C. Menu changes shall be agreed upon by both parties in writing.
14. SFA must inform Sponsor of any emergency which might prevent delivery of any specified meal component in advance of the scheduled delivery date so that substitution(s) may be agreed upon.
15. A separate delivery is required at each site for each meal type unless the site has been approved by NJDA on Attachment A to receive one delivery for multiple meal types because of adequate holding facilities. Hot meals must have a separate delivery to each site for each meal type.
16. Cold meals shall be delivered to the site at a maximum temperature of 45°F but shall not have a temperature of less than 32°F at the scheduled time of meal service. Meals expressly designed to be eaten frozen are excluded from this requirement. All hot meals shall be delivered to the site at a temperature of at least 140°F but shall not exceed a temperature of 160°F at the scheduled time of meal service.
17. Sponsor may add or delete sites from Attachment A with mutual written agreement of SFA and written approval from NJDA.
18. SFA shall prepare a delivery invoice in triplicate for each delivery to a site showing the number of meals of each type included in the delivery. One copy is retained by SFA, one copy is given to the site, and the third copy is given to the Sponsor.
19. SFA must provide the exact number of meals ordered. Sponsor shall count the meals to ensure accuracy.
20. Sponsor must designate one individual at each site to check that the meals are accurate, complete, and properly delivered. Such designee shall sign the invoice if satisfied that the delivery complies with the requirements set forth herein. Only invoices signed by the Sponsor representative shall be acknowledged for payment.
21. SFA shall maintain records supported by invoices, receipts, itemized statements, and such other evidence that Sponsor may require to support its claim for reimbursement and to comply with other responsibilities imposed by 7 CFR Part 225.
22. All records maintained by SFA pertaining to the feeding operation of Sponsor shall be retained for a period of three years from the date of the final payment under this Agreement or until final resolution of any outstanding audit or investigation. Records must be available for inspection and audit by representatives of the New Jersey Department of Agriculture, the United States Department of Agriculture and the comptroller General of the United States at a reasonable time and place.
23. SFA will not be reimbursed for unauthorized menu changes, meals that do not meet nutritional requirements, meals spoiled or unwholesome at the time of delivery, meals not delivered within two hours of the specified delivery time, meals not delivered in a manner that will keep them at the proper temperature throughout the meal service or for any meals that do not otherwise meet the terms of this Agreement.
24. Sponsor shall notify SFA within 24 hours of disallowed meals. This requirement shall not affect the independent duty of NJDA to disallow any portion of a claim for reimbursement or to otherwise proceed in accordance with 7 CFR 225.13.
25. If emergency circumstances preclude delivery by SFA, SFA shall notify Sponsor immediately by telephone or fax of the impossibility of complying with the delivery schedule, of the circumstances precluding compliance and whether subsequent deliveries will be affected.
26. This Agreement is contingent upon adequate funding from Federal, State, and local sources. If adequate funding is not available and Sponsor is unable to satisfy its financial obligation hereunder, Sponsor shall have the option to terminate this Agreement upon five days written

notice to SFA. If this Agreement is terminated in this manner, Sponsor shall be released from liability for food ordered by SFA but shall remain liable for food prepared for delivery by SFA before notice is given.

27. Sponsor or SFA may cancel this Agreement by giving written notice to the other at least 30 days before the date set for termination.
28. Sponsor and SFA shall operate in accordance with SFSP regulations.
29. SFA shall be paid by Sponsor for all meals delivered in accordance with this Agreement and SFSP regulations. Neither the United States Department of Agriculture nor the New Jersey Department of Agriculture assumes any liability for payment.
30. SFA has completed and will abide by the Transportation Certification, Attachment E, attached hereto and incorporated into this Agreement.
31. No revisions or modifications shall be made to the terms of this Agreement, including all schedules, unless written approval has been granted by NJDA and a copy of such approval is attached.
32. Sponsor's food service program is not now, and shall not be, operated by a food service management company during the term of this Agreement.

Sponsor and SFA hereby agree to abide by the terms and conditions of this Agreement and its attachments A, B, C, D, and E.

#### **CIVIL RIGHTS ASSURANCE**

"The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

SIGNED

\_\_\_\_\_  
Authorized Official of Sponsoring Agency

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SIGNED

\_\_\_\_\_  
Authorized Official of SFA

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Compliant-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
- (2) fax: (833) 256-1665 or (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

SCHEDULE A

SUMMER FOOD SERVICE PROGRAM

2023

Attach Copy of Schedule A (Revised 3/1/23)

SPONSOR	CITY OF CAMDEN												
	NAME OF SITE	ADDRESS	CITY	ST	ZIP	PHONE	AUTHORIZED DESIGNEE	DATES BEGIN	DATES END	DAYS OF WEEK	BREAK LUNCH	BREAK TIME	LUNCH TIME
2925 N. CAMDEN GYM	1000 N. 8TH STREET	CAMDEN	NJ	08102	856-757-7285	TANDIS CLARK	8/26/23	8/18/23	5	55	55	9:00 AM	12 NOON
2848 CRAMER HILL COMM CTR	1036 REEVES AVE	CAMDEN	NJ	08105	856-757-7488	JORDYN FUSSEL	8/26/23	8/18/23	5	25	25	9:00 AM	12 NOON
2988 ISABEL MILLER	8TH & CARL MILLER	CAMDEN	NJ	08104	856-757-7507	GREG PARKS	8/26/23	8/18/23	5	50	50	9:00 AM	12 NOON
2986 MILK CENTER	1151 HADDON AVE	CAMDEN	NJ	08103	856-757-7605	CANDY CAUSEY	8/26/23	8/18/23	5	30	30	9:00 AM	12 NOON
WHITMAN PARK	1100 BLOCK OF EVERETT STREET	CAMDEN	NJ	08104	856-757-7285	ANTHONY MKOR	8/26/23	8/18/23	5	40	40	9:00 AM	12 NOON
2997 WATER TOWER													
2998 MALANDRA HALL	1200 S. MERRIMAC RD	CAMDEN	NJ	08104	856-757-7368	SIMMONE ISLEY	8/26/23	8/18/23	6	70	70	8:00 AM	12 NOON
3010 NORTH GATE 4 RESIDENTS	433 N 7TH STREET	CAMDEN	NJ	08102	287-259-8874	KAREN MERRITS	8/26/23	8/18/23	5	50	50	9:00 AM	12 NOON
3128 ABLETT VILLAGE - CHA	307 ABLETT VILLAGE	CAMDEN	NJ	08105	856-988-9195 856-868-6197	KIMBERLY WASHINGTON	8/26/23	8/18/23	5	20	20	8:30 AM	12 NOON
3144 ROOSEVELT MANOR - CHA	1801 S. 8TH ST	CAMDEN	NJ	08104	856-963-3650	ELLA BAKER	8/26/23	8/18/23	5	20	20	9:00 AM	12 NOON
3168 ST PAULS CHURCH	422 MARKET ST	CAMDEN	NJ	08103	856-365-5880 856-365-2864	ANDREW STOKES	7/10/23	7/28/23	5	60	60	9:00 AM	12 NOON
3631 PUERTO RICAN UNITY FOR PROGRESS (PRUP)	818 BROADWAY	CAMDEN	NJ	08104	856-541-1418	MARANGELY HERNANDEZ	7/10/23	8/17/23	M-TH	25	25	9:00 AM	12 NOON
3646 ISLAMIC STUDY CENTER	1131-33 HADDON AVE	CAMDEN	NJ	08103	856-480-0191 856-480-0187	STEPHANIE WALKER	8/26/23	8/18/23	5	80	80	8 AM	11 AM
3657 CAMDEN KIDS ACADEMY	1459 HADDON AVE	CAMDEN	NJ	08103	856-888-7000	JANENE DAVIS	8/26/23	8/18/23	5	125	125	8:30 AM	12 NOON
3588 WOODLYNN SCHOOL DNS	131 ELM STREET	WOODLYNN	NJ	08107	856-463-4900	BILL FRANK	7/10/23	7/27/23	M-TH	120	120	8:00 AM	12 NOON
3840 HEAVENS LITTLE ANGELS	915 N. 36TH ST	CAMDEN	NJ	08105	856-225-1410	ESTER FELICIANO	8/26/23	8/18/23	5	60	60	9:00 AM	12 NOON
3848 YAHWEH CDC	3710 FEDERAL ST	CAMDEN	NJ	08105	856-963-1010 856-366-4403	TAWANA BUTLER	8/26/23	8/18/23	5	40	40	8:00 AM	12 NOON
3860 CAMP YAHWEH	4418 MARLTON PIKE	CAMDEN	NJ	08108	609-373-8792	MRS. BUTLER	8/26/23	8/18/23	6	30	30	9:00 AM	12 NOON
23977 KOINONIA FAMILY LIFE @ VIRTUA	1000 ATLANTIC AVE	CAMDEN	NJ	08104	856-757-7488	AVA EVANS	7/5/23	8/18/23	5	40	40	8:30 AM	12 NOON
23808 POLICE EXPLORERS	1000 N. 6TH STREET	CAMDEN	NJ	08102	856-367-5354	SHERROD PATTERSON	7/8/23	8/17/23	T,W,TH	45	45	10 AM	12 NOON
23181 LAW CAMPUS SUMMER CAMP PROGRAM	8128 PARK AVE	PENN	NJ	08109	609-695-0304	PASTOR HAROLD SHANNON JOHNSON	7/6/23	8/18/23	5	0	0		12 NOON
28268 RISING LEADERS GLOBAL	7TH & CLINTON STREET	CAMDEN	NJ	08103	856-831-2654	JOSE THOMAS	7/5/23	8/17/23	M-TH	0	15		12 NOON
28272 RISING LEADERS GLOBAL 2	28TH & MITCHELL ST	CAMDEN	NJ	08105	856-518-3348		7/6/23	8/17/23	M-TH	0	15		12 NOON

**ATTACHMENT B**  
**USDA Food and Nutrition Service**  
**NJDA Summer Food Service Program (SFSP)**

**Meal Patterns**

**Breakfast Meal Pattern**

**Select All Three Components for a Reimbursable Meal**

1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice, 1 and/or vegetable
1 grains/bread <sup>2</sup>	1 slice	bread or
	1 serving	combread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains

- 
1. Fruit or vegetable juice must be full-strength.
  2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

**Lunch or Supper Meal Pattern**

**Select All Four Components for a Reimbursable Meal**

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice, 1 fruit and/or vegetable
1 grains/bread <sup>2</sup>	1 slice	bread or
	1	combread or biscuit or roll or muffin
	serving	or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	2 oz.	lean meat or poultry or fish 3 or
	2 oz.	alternate protein product or
	2 oz.	cheese or
	1 large	egg or
	1/2 cup	cooked dry beans or peas or
	4 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds 4 or
	8 oz.	yogurt 5

- 
1. Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
  2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
  3. A serving consists of the edible portion of cooked lean meat or poultry or fish.
  4. Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.
  - 5 Yogurt may be plain or flavored, unsweetened, or sweetened.

**Snack (Supplement) Meal Pattern**

**Select Two of the Four Components for a Reimbursable Snack**

1 milk	1 cup	fluid milk
--------	-------	------------

1 fruit/vegetable	3/4 cup	juice, <sup>1</sup> fruit and/or vegetable
1 grains/bread <sup>2</sup>	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	1 oz. 1 oz. 1 oz. 1/2 large 1/4 cup 2 Tbsp. 1 oz. 4 oz.	lean meat or poultry or fish <sup>3</sup> or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds or yogurt <sup>4</sup>

- 
1. Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.
  2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
  3. A serving consists of the edible portion of cooked lean meat or poultry or fish.
  4. Yogurt may be plain or flavored, unsweetened, or sweetened.



Attachment B Meal Pattern <https://www.fns.usda.gov/sfsp/meal-patterns>

**ATTACHMENT C**

**NJDA SUMMER FOOD SERVICE PROGRAM**

**Attach A Copy of Week 1 and 2 Cycle Menus**

\* CHOOSE 2 COMPONENTS FOR SNACK / JUICE CANNOT BE SERVED IF MILK IS THE ONLY OTHER COMPONENT

(1) Juice for AM or PM snack must = 6 ozs. (2) 8oz cereal must = 1/2 cup.

SPONSOR CITY OF CAMDEN  
 Agreement # 07200012  
 Telephone 856-968-6006

NEW JERSEY DEPARTMENT OF AGRICULTURE  
 DIVISION OF FOOD & NUTRITION  
 SUMMER FOOD SERVICE PROGRAM  
 PO BOX 334  
 TRENTON NJ, 08625-0334

STATE AGENCY USE ONLY: \_\_\_\_\_ Date \_\_\_\_\_  
 Approved by \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 MOD/AVY/R

TEN DAY MENU PLANNER  
 SCHEDULE C

WEEK	REQUIRED COMPONENTS	DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
		Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
1	1. Juice or Fruit or Vegetable (2)	FRESH BANANA	1/2 c / 4oz	100% ORANGE JUICE	1/2 c / 4oz	FRESH STRAWBERRIES	1/2 c / 4oz	FRESH PLUM	1/2 c / 4oz	100% APPLE JUICE	1/2 c / 4oz
	2. Bread or Bread Alternate (3)	RICE KRISPIES	1 SERV.	BANANA ALUFEN	1 SERV.	CHEERIOS	1 SERV.	GLAZED DONUT	1 SERV.	GOLDEN GRAHAM CEREAL	1 SERV.
	3. Milk	FAT FREE WHITE MILK	8 OZS.	FAT FREE STRAWBERRY MILK	8 OZS.	FAT FREE WHITE MILK	8 OZS.	FAT FREE CHOCOLATE MILK	8 OZS.	FAT FREE WHITE MILK	8 OZS.
	AM S	1. Milk	8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.
	EL E	2. Juice or Fruit or Vegetable (2)		3/4 c / 6oz		3/4 c / 6oz		3/4 c / 6oz		3/4 c / 6oz	
2	3. Bread or Bread Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.		1 SERV.
	4. Meat or Meat Alternate (1)		1 OZ.		1 OZ.		1 OZ.		1 OZ.		1 OZ.
	1. Meat or Meat Alternate (1)	BEF BOLONNA & AMERICAN CHEESE	2 OZS.	TURKEY HAM & PROVOLONE CHEESE	2 OZS.	SLICED CHICKEN & CHEDDAR CHEESE	2 OZS.	BEF PASTRAMI & AMERICAN CHEESE	2 OZS.	CHEESE SALAD	2 OZS.
	2. Juice or Fruit or Vegetable (2)	100% ORANGE JUICE	1/2 c / 4oz	100% APPLE JUICE	1/2 c / 4oz	100% ORANGE JUICE	1/2 c / 4oz	100% CRAN-APPLE JUICE	1/2 c / 4oz	100% GRAPE JUICE	1/2 c / 4oz
	3. Fruit or Vegetable	HONEY DEW MELON	1/4 c / 2oz	FRESH PLUM	1/4 c / 2oz	FRESH CANTALOUPE	1/4 c / 2oz	FRESH GRAPES	1/4 c / 2oz	FRESH NECTAINE	1/4 c / 2oz
3	4. Bread or Bread Alternate (3)	WHOLE WHEAT ROLL	1 SERV.	KAISER ROLL	1 SERV.	WHOLE GRAIN WHITE BREAD	1 SERV.	RYE BREAD	1 SERV.	KAISER ROLL	1 SERV.
	5. Milk	FAT FREE CHOCOLATE MILK	8 OZS.	FAT FREE WHITE MILK	8 OZS.	FAT FREE CHOCOLATE MILK	8 OZS.	FAT FREE WHITE MILK	8 OZS.	FAT FREE WHITE MILK	8 OZS.
	PM S	1. Milk	8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.
	SE E	2. Juice or Fruit or Vegetable (2)		3/4 c / 6oz		3/4 c / 6oz		3/4 c / 6oz		3/4 c / 6oz	
	LE L	3. Bread or Bread Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.	
4	4. Meat or Meat Alternate (1)		1 OZ.		1 OZ.		1 OZ.		1 OZ.		1 OZ.
	1. Meat or Meat Alternate (1)		2 OZS.		2 OZS.		2 OZS.		2 OZS.		2 OZS.
	2. Juice or Fruit or Vegetable (2)		1/2 c / 4oz		1/2 c / 4oz		1/2 c / 4oz		1/2 c / 4oz		1/2 c / 4oz
	3. Fruit or Vegetable		1/4 c / 2oz		1/4 c / 2oz		1/4 c / 2oz		1/4 c / 2oz		1/4 c / 2oz
	4. Bread or Bread Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.		1 SERV.
5	5. Milk		8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.
	AM S	1. Milk	8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.
	SE E	2. Juice or Fruit or Vegetable (2)		3/4 c / 6oz		3/4 c / 6oz		3/4 c / 6oz		3/4 c / 6oz	
	LE L	3. Fruit or Vegetable		1/4 c / 2oz		1/4 c / 2oz		1/4 c / 2oz		1/4 c / 2oz	
	TE T	4. Bread or Bread Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.	

SPONSOR CITY OF CAMDEN  
 Agreement # 07200012  
 Telephone 856-964-6406

NEW JERSEY DEPARTMENT OF AGRICULTURE  
 DIVISION OF FOOD & NUTRITION  
 SUMMER FOOD SERVICE PROGRAM  
 PO BOX 334  
 TRENTON NJ, 08625-0334

**SCHEDULE C**

**TEN DAY MENU PLANNER**

<b>STATE AGENCY USE ONLY:</b>	
Approved by _____	Date _____
Expiration Date _____	MO/DA/YR _____

REQUIRED COMPONENTS	DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
1. Juice or Fruit or Vegetables (2)	FRESH BANANA	1/2 c.	FRESH PEACH	1/2 c.	FRESH NECTARINE	1/2 c.	FRUIT PUNCH	1/2 c.	FRESH GRAPE	1/2 c.
2. Bread or Bread Alternate (3)	FRUITY CEREALS CEREAL	1 serv.	CINNAMON BUN	1 serv.	BLUE BERRY MUFFIN	1 serv.	CINNAMON TOAST CRUNCH	1 serv.	BLUEBERRY MUFFIN	1 serv.
3. Milk	FAT FREE WHITE MILK	8 ozs.	FAT FREE STRAWBERRY MILK	8 ozs.	FAT FREE WHITE MILK	8 ozs.	FAT FREE WHITE MILK	8 ozs.	FAT FREE CHOCOLATE MILK	8 ozs.
AM	1. Milk	8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
SE	2. Juice or Fruit or Vegetable (2)	1/2 c.		1/2 c.		1/2 c.		1/2 c.		1/2 c.
LE	3. Bread or Bread Alternate (3)	1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
CE	4. Meat or Meat Alternate (1)	1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
GT	1. Meat or Meat Alternate (1)	2 ozs.	TURKEY BREAST & CHEDDAR CHEESE	2 ozs.	GRILLED CHICKEN W/ AMERICAN CHEESE	2 ozs.	TURKEY SALAMI	2 ozs.	TUNA SALAD	2 ozs.
LN	2. Juice or Fruit or Vegetable (2)	1/2 c.	100% APPLE JUICE	1/2 c.	100% ORANGE JUICE	1/2 c.	100% GRAPE JUICE	1/2 c.	FRESH PEACH	1/2 c.
UN	3. Fruit or Vegetable	1/4 c.	FRESH STRAWBERRIES	1/4 c.	LETTUCE & TOMATOES W/ RANCH	1/4 c.	COLESLAW	1/4 c.	LETTUCE & TOMATOES	1/4 c.
GN	4. Bread or Bread Alternate (3)	1 serv.	WHOLE WHEAT BREAD	1 serv.	WHITE BREAD	1 serv.	WHOLE GRAIN WHITE BREAD	1 serv.	WHOLE WHEAT BUN	1 serv.
HN	5. Milk	8 ozs.	FAT FREE WHITE MILK	8 ozs.	FAT FREE STRAWBERRY MILK	8 ozs.	FAT FREE CHOCOLATE MILK	8 ozs.	FAT FREE WHITE MILK	8 ozs.
PM	1. Milk	8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
SE	2. Juice or Fruit or Vegetable (2)	1/2 c.		1/2 c.		1/2 c.		1/2 c.		1/2 c.
LE	3. Bread or Bread Alternate (3)	1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
CE	4. Meat or Meat Alternate (1)	1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
GT	1. Meat or Meat Alternate (1)	2 ozs.		2 ozs.		2 ozs.		2 ozs.		2 ozs.
LN	2. Juice or Fruit or Vegetable (2)	1/2 c.		1/2 c.		1/2 c.		1/2 c.		1/2 c.
UN	3. Fruit or Vegetable	1/4 c.		1/4 c.		1/4 c.		1/4 c.		1/4 c.
GN	4. Bread or Bread Alternate (3)	1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
HN	5. Milk	8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.

(1) Cold cut meats with high water content. (2) Sandwiches require 2 servings of

## ATTACHMENT D

### NJDA SUMMER FOOD SERVICE PROGRAM

#### FOOD PRODUCT SPECIFICATIONS

Attached are food product quality specifications and food packaging and delivery specifications which are to be used in conjunction with menus prepared for vended programs participating in the Child Nutrition Programs.

Product information is presented by "meal component" category. A publication available as a resource from FNS/USDA is Program Aid No. 1331, "Food Buying Guide for Child Nutrition Programs" which gives average yield information on over 600 food items. Copies of this document may be obtained upon request through the state agency.

Where applicable, reference is also made to either USDA, F.D.A. Standards of Identity. All meat and poultry products used must be produced in plants with USDA Meat and Poultry Inspection Service.

Reference is made to "brand names" of known quality for some foods. Products of equal quality may be used in place of these brand names.

Fresh fruits are indicated for almost every meal. All fruit should be of proper ripeness for eating and free of excess bruises. Fruit must not be overripe. Seasonal availability may require some substitutions for indicated fresh fruit.

#### BREAD/BREAD ALTERNATE AND CEREAL SPECIFICATIONS

All bread/bread alternates are listed for one (1) serving size.

**Rice Flake Cereal** (ready to eat) - Unsweetened, individual boxes,  $\frac{3}{4}$  cup each or 1 ounce, whichever is less. Made of whole-grain or enriched or fortified cereal. Can only be served for breakfast or snack.

**English Muffin** - Made of whole-grain or enriched flour or meal. Weigh at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture OR 50 grams for 1 serving, 1.8 oz for 1 whole muffin for 2 servings.

**Whole Wheat Bread** - Ingredients - enriched flour (both whole wheat and white in varying amounts), shortening, sugar, yeast, salt, and water plus optional ingredients. "Enriched Bread" as labeled must contain thiamin, riboflavin, niacin, iron, and folic acid. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE in the Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Cornflakes** - Individual boxes,  $\frac{3}{4}$  cup each or 1 ounce, whichever is less. Made from cooked paste or pearled hominy, malt, sugar, and other seasonings. Select unsweetened cereal, made from whole-grain or enriched cereal. Can only be served for breakfast or snack.

**Rye Bread** - 1 slice - whole-grain or enriched bread. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Cinnamon Roll** - Made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE, as indicated in the Code of Federal Regulations, Title 21, Part 17. Unfrosted weigh at least 50 grams or 1.8 ounces, frosted weigh 63 grams or 2.2 ounces, and contain approximately 35 percent moisture.

**Bagel** - Made of whole-grain or enriched flour. Weigh at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture for  $\frac{1}{2}$  bagel OR 50 grams, 108 ounces for a whole bagel.

**Oat Flake Cereal** (ready to eat) - Unsweetened, individual boxes,  $\frac{3}{4}$  cup each or 1 ounce, whichever is less. Made of whole-grain or enriched or fortified cereal. Can only be served for breakfast or snack.

**Biscuit** - Enriched all-purpose flour must contain thiamin, riboflavin, niacin, folic acid, and iron. Weigh at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

**White Bread** (enriched) 1 slice - Made of flour, shortening, sugar, yeast, salt, and folic acid. Contain 62 percent total solids. "Enriched bread" must contain thiamin, riboflavin, niacin, and iron. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE, Code of Federal

Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Blueberry Muffin** - Made of whole-grain or enriched flour or meal. Weigh at least 50 grams or 1.8 ounces (without blueberries) and contains approximately 35 percent moisture. This applies to all muffins except for corn muffins.

**Raisin Bread** - Optional ingredients may be added. Sweet dough containing eggs and higher quantities of sugar and fat than regular dough, may be used to make raisin buns. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, Code of Federal Regulations, Title 21, Part 17. Weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Peanut Butter Cookie\*** - (Plain cookie) Minimum of 31 grams (1.1 ounces) or cookies with nuts, raisins, chocolate pieces, and/or fruit puree 63 gm or 2.2 ounces. Predominant ingredient must be whole-grain or enriched meal or flour. Provide the nutrient content equivalent to iron, thiamin, riboflavin, and niacin present in 25 grams serving of enriched white bread.

**Hamburger Buns** (Sesame Seed Buns) Bun - Rolls are made from the specific yeast dough of the breads described on page 31. Optional ingredients may be added. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in the Federal Code of Regulations, Title 21, Part 17. ½ roll should weigh 25 grams or 0.9 ounces containing approximately 35 percent moisture and 1 roll should weigh 50 gm or 1.8 ounces.

**Hard Rolls and Dinner Rolls (Soft) Roll** - Must be made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in Code of Federal Regulations, Title 21, Part 17. Should have a minimum weight of 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

**Dessert Cookies\*** - (This refers only to the cookies included on the Lunch/Supper Menus) Minimum serving of 14 grams or ½ ounce. Must be made from enriched or whole-grain flour or meal or cereals. Cookies (plain) minimum serving of 31 grams or 1.1 ounce. Cookies (with nuts, raisins, chocolate pieces and/or fruit puree) minimum serving of 63 grams or 2.2 ounces.

*\*Note: You cannot serve cookies as a bread alternate at breakfast, lunch, or supper. You may serve cookies as a bread alternate in the snack if the primary ingredient is a whole grain enriched flour or meal and the minimum weight of a serving of cookies (plain) is 31 grams or 1.1 ounces. Cookies (with nuts, raisins, chocolate pieces and/or fruit puree) minimum serving of 63 grams or 2.2 ounces. USDA recommends that cookies as a bread be served as part of a snack no more than twice a week. USDA recommends that cookies as a bread be served as part of snack no more than once in two weeks.*

#### FRUIT/VEGETABLE SPECIFICATIONS

**Orange Juice** - 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrate) sweetened or unsweetened U.S. Grade A.

Orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation. Juice should be practically free of defects, show no coagulation, having no noticeable seed particles, and have a normal flavor.

**Celery Sticks** - 3 sticks/each 4 inches long and ½ inch wide to equal ¼ cup serving. Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.

**Carrot Sticks** - 3 sticks/each 4 inches long X ½ inch wide to equal a ¼ cup serving.

Select medium to small size roots which are well-shaped, smooth, and solid and have good orange color. Carrots with considerable green color at the top require extra trimming. U.S. #1 carrots with 1-1/8-inch medium diameter.

**Pineapple Juice** - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) sweetened or unsweetened U.S. Grade A.

Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects. Juice should have a distinct flavor and no coagulation of pulp.

**Nectarine** - 2 ¼ inches to diameter, size 88-96. One nectarine equals ½ cup serving (medium). Rich color and plumpness. Firm with slight softening along the seam. Orange-yellow color between the red areas.

**Apple Juice** - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) Clarified U.S. Grade A Fancy. Bright, typical color. Free from apple pulp, seeds, or other sediments.

**Orange** - One orange equals ½ cup serving (medium), 138 counts.

Heavy, firm, well-colored, well-formed fruit with fine textured skins.

**Orange-Grapefruit Juice** - 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A.

Should have a good flavor and odor, bright, good color. Should not contain excessive amounts of pulp, seed particles or peel.

**Apricots** - Two medium apricots, approximately 1 3/8-inch diameter, each, equal 1/2 cup serving. Select apricots having a bright, plump, and juicy appearance with a uniform golden-orange color. Ripe apricots will yield to gentle pressure.

**Raisins** - Seedless, U.S. Grade A, small. Bulk 2-2/3 ounces = 1/2 cup, individual packages, 1.3 – 1.5 ounces = 1/4 cup fruit.

Similar varietal characteristics, good typical color, good flavor, and development.

**Tomato Slices** - Large or extra-large, 2 1/2 - 2 3/4 inch diameter. Slice in 1/4 inch slices. Two slices = 1/4 cup.

**Tomato Wedges** - 5 X 6 size. 1/4 tomato = 1/4 cup.

Well-shaped, smooth, firm tomatoes, free from cracks, green or yellow sun-burned areas, blemishes, and decay. Full red color and slight softening for immediate use.

**Lettuce, Head** - One piece = 1/4 cup.

**Lettuce, Leaf** - One large leaf, untrimmed = 1/4 cup. 1-pound AP equals 0.66 pounds ready to serve raw lettuce.

Green color, firm. Fresh outer leaves free from insects and noticeable discoloration or decay.

**Orange-Pineapple Juice** - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates). Sweetened or unsweetened U.S. Grade A. Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects and orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation.

**Pickle** - Large size - 4 to 4-3/4 inches long. 1/2 pickle = 1/4 cup. Top quality cucumber pickles should be uniform in shape, almost cylindrical, with well-rounded ends, smooth and uniform color, and few defects that are obvious or objectionable.

**Banana, petite** - One banana, 150 count petite whole, equals. 3/8 cup fruit. Plump, firm bright colored fruit. Free from scars and bruises. For immediate use select solid yellow colored fruit, lightly flecked with brown.

**Purple Plum** - One whole raw plum equals 1/2 cup fruit. Plums fresh purple, red or black size 45 and 50, 2 inches in diameter.

Well-formed fruit. Good color. Fairly firm to slightly soft state of ripeness. Fresh, bright appearance.

**Tomato Juice** - 100 percent juice, pasteurized, fresh, canned or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A.

Tomato juice should have a color typical of well-ripened red tomatoes which have been properly prepared and processed. Juice should be practically free from defects, possess a good flavor, and have a good consistency.

**Peach** - 2-1/8 inches diameter, small, size 88 and 84. One peach equal 3/8 cup (medium). One size 80 peach equals 1/2 cup fruit.

Select fruits with plenty of red blush and free from signs of decay. They should be firm, not hard, and the skin between the red areas should have a yellowish cast rather than distinctly green.

**Pear** - 2-1/4 to 2-3/8 inches diameter (150 count). One pear equals 1/2 cup serving (medium). Select well-formed, smooth fruits free from scars and skin punctures. Firm fruit will ripen on standing.

**Apple** - 2-1/2 inches diameter. One apple equals 1/2 cup (medium).

Select firm, crisp, well-colored apples. Flavor varies in apple and depends on the stage of maturity at time of picking. Immature apples lack color and are usually poor in flavor.

**Tangerine** - 2-3/8 inches in diameter. One tangerine equal 3/8 cup (medium, 120 count).

Select fresh bright fruits, generally well-colored, well-shaped, firm moderately heavy, and free from decay. Those with dull, dried skins or which are puffy and light in weight may have shrunken and dried flesh.

**Grapes** - Seedless, 14 grapes equal ½ cup, with seeds 12 grapes = ½ cup.

Plump, firm, well-colored, fresh looking, firmly attached to stem. Green fruit. Stems green and pliable.

**Grape Juice** - 100 percent juice, concord sweetened or unsweetened, U.S. Grade A. Juice should have a bright purple or reddish color, be free of pulp, skins, and tartrate crystals. It should have a distinct flavor.

**Watermelon** - Approximately 27 lbs. each. 1/64 wedge = ½ cup.

## MEAT/MEAT ALTERNATE SPECIFICATIONS

### Meat Alternates

**Eggs** - Hard Boiled - Prepared from eggs, fresh, large shell. U.S. Grade A - Large. Uniform in size, clean, sound shell, free from foreign odors or flavors. Packed in Standard commercial shipping containers with good used packing materials.

**American Cheese** - Pasteurized, Processed Cheese - Processed cheese is a melted pasteurized blend of cheese and emulsifiers with or without added optional ingredients. Product must be USDA inspected processed cheese from a USDA approved plant. Product must conform to Standards of Identify, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.750.

**Natural Cheddar Cheese** - U.S. Grade A, aged 3-6 months. Not more than 39 percent moisture. Not less than 50 percent milk fat on the solid basis. Product must conform to Standards of Identify, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.500.

**Peanut Butter** - Smooth or chunky, U.S. Grade A (Skippy brand or equal). Peanut butter should have color that is medium brown to brown color roast. Peanut butter should be firmly set, smooth, pliable, and have good spread ability. Suitability seasoning and stabilizing ingredients may be added not more than 10 percent of the weight of the finished product. Product must conform to Standard of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 46.1.

**Nuts and Seeds** - Peanuts, soy nuts, tree nuts such as walnuts and seeds that are nutritionally comparable to meat or other meat alternates. Nuts such as acorns, chestnuts and coconuts are not acceptable due to their extremely low protein and iron values.

### Poultry Items

**Fried Chicken** - 2 ounces (edible) cooked meat equals one serving. Cooked, frozen U.S. Grade A (Holly Farms or equals), the batter/breading shall consist of a flour type base with other ingredients as needed to product a desirable texture, flavor, and color. The finished product should be uniformly covered with batter and breading and have a uniform brown color, free from burnt areas. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.166.

Product shall be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs).

**Chicken Roll** - 1 ½ ounces equals 1-ounce cooked lean meat. Empire poultry brand or equal. Form - fully cooked. Recommended points for specifications: Processing - chicken rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

**Turkey Roll** - 1 ½ ounces equals 1-ounce cooked lean meat. (Specification based on USDA purchased turkey rolls donated to schools or equal quantity.) Form - fully cooked. Grade - process from U.S. Grade II or better quality. Processing - turkey rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

**Turkey Ham** - 1.4 ounces equal 1-ounce cooked lean meat. Specifications based on USDA, FSIS Standard as published in Vol. 44, No. 177, August 31, 1979. Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service), Part 381.17, Subpart P.

### Meat Items

**Corned Beef** - 1-pound equals .42 pounds cooked lean meat. (Shur-Tenda brand or equal) (restaurant quality). Fully cooked, prepared from USDA Grade good or better. Processing - product must be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Inspection Service) Part 319.100.

**Roast Beef** - Shur-Tenda brand or equal - restaurant quality. Fully cooked, prepared from USDA Grade good or better. Processing - product must be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.81.

**Beef, Bologna** - Oscar Mayer brand or equal. Bologna is a smoked fully cooked sausage. The meat components consist of beef very finely comminuted and stuffed in artificial or natural casings. The interior out surface is smooth, fine-textured, light pink in background color, and finely mottled with evenly distributed light to dark red flecks. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

**Cooked Beef Salami** - Hebrew National brand or equal. Cooked beef salami is a smoked full cooked sausage. The meat components consist of moderately coarse-cut beef and finely comminuted beef with finely comminuted beef heart meat included in some formulas. Seasoning includes garlic and peppercorns. Salami is stuffed in artificial casings and measures from 3.5 to 4.5 inches in diameter. The interior cut surface is moderately coarse in texture and light to dark reddish-brown in color. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

**Boiled Ham, Cured, Boneless** - 1.2 ounces unheated meal equals 1-ounce lean meat. Thumann's brand or equal. Selection No. 1 or Selection No. 2. The skinless, completely boneless, cured and smoked, fully cooked ham must be prepared from the regular short shank ham. The cured pork must be derived from sound, well-trimmed wholesale market and fabricated cuts. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.104. Yield on ham would vary depending on if water added, 1.22 ounces ham water yields 1-ounce cooked ham, ham with natural juices 1.12 oz yields 1 oz lean ham.

### **Fish Items**

**Tuna Fish** - Fancy or solid. The can usually contains large piece of chunks or firm flesh - packed in oil or water. Grade - Packed under Federal Inspection (PUF 1). Tuna fish "salad" may be prepared by mixing tuna fish with relish and/or chopped vegetables such as celery and onions. Vegetable oil or mayonnaise may be used as a moistening agency to "bind" the salad. Mayonnaise or Salad Dressing must not be mixed into the salad. A separate portion pack of mayonnaise may be placed in the unitized lunch/supper meal if desired.

## **SPECIFICATION - OTHER PRODUCTS**

**Milk** - All milk products used must meet Federal, State and Local requirements for fluid milk.

**Butter** - U.S.D.A. Grade A or better. Salted or Unsalted.

**Margarine Fortified** - Product must conform to Standards of Identity, Code of Federal Regulations, Title (Food and Drug Administration) Part 45.1.

**Yogurt** - Plain, sweetened, or flavored. USDA published a final rule March 2, 1997, which allows yogurt to be credited as a meat alternate for all meals in Child Nutrition Programs. For crediting purposes, eight ounces of yogurt now satisfies two ounce of the meat/meat alternate requirement for lunches, and four ounces for supplements in all Child Nutrition Programs. This does not include noncommercial and/or nonstandard yogurt products such as frozen yogurt, homemade yogurt, yogurt flavored products, yogurt bars, yogurt covering on fruit and/or nuts and other similar products.

**Jelly** - Fruit portion packs minimum ½ ounce - Kraft brand or equal. Products must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 29.2.

**Mayonnaise** - Portion packs 1/3 ounce or more. Kraft brand or equal. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 25.1.



ATTACHMENT E  
NJDA SUMMER FOOD SERVICE PROGRAM  
TRANSPORTATION CERTIFICATION

1. Describe in detail the type of vehicle(s) and/or containers that will be utilized to provide adequate refrigeration and/or heating during delivery of all foods to ensure that temperatures remain in accordance with state and local health codes.

we will be using refrigerated box trucks

2. How many vehicles(s) will be utilized to meet the terms of this contract?

2 trucks

3. Will the delivery of meals for this contract be combined on the same truck with deliveries for other contracts?  Yes,  No

4. If contract includes the preparation of hot meals, does the bidder have the capability to heat all meals at the State agency approved facility? if no, describe how the bidder proposes to meet the terms of this contract.

N/A - NO HOT FOOD

5. Will the delivery of the meals for this contract be subcontracted? Yes  No

if yes, please provide the name, address, phone number and contract person below:

**Certification**

I certify that the above information accurately reflects how meals will be delivered and heated, if applicable. I further realize that any deviation from these statements may result in the cancellation of this contract by the sponsor.

[Signature]  
Signature of Bidder

6/21/23  
Date

Attachment E Transportation Certification/3-2022

**NEW JERSEY DEPARTMENT OF AGRICULTURE  
DIVISION OF FOOD AND NUTRITION  
SUMMER FOOD SERVICE PROGRAM**

**AGREEMENT TO PROVIDE FOOD SERVICES (SFA and Sponsor)**

Camden City School District, hereinafter "SFA", conducting business at 1033 Cambridge st, Camden, NJ 08105, hereby covenants and agrees to provide meals to City of Camden, Dept. of Human Services, hereinafter "Sponsor" located at 1000 N. 6th st Camden, NJ 08102 in accordance with the terms and conditions below.

1. This Agreement shall be effective beginning 6/26/23 and ending 8/18/23 unless otherwise terminated in accordance with the terms herein.

2. SFA shall furnish unitized meals  inclusive of or  exclusive of milk and juice, to Sponsor at the following unit price(s):

MEAL TYPE	DATES OF SERVICE	TOTAL NUMBER OF SERVICE DAYS	X	ESTIMATED NUMBER OF SERVINGS PER DAY	X	UNIT PRICE PER MEAL TYPE	=	ESTIMATED TOTAL PRICE PER MEAL TYPE
Breakfast	6/26- 8/18	39		965		\$2.67		\$100,485.45
A.M. Supplement								
Lunch	6/26 - 8/18	39		1055		\$4.90		\$201,610.50
P.M. Supplement								
Dinner								
Special Picnic Menu								
<b>TOTAL</b>								<b>\$302,095.95</b>

- Meals, designated above to be provided under this agreement will be delivered to each of the sites listed on Attachment A, attached hereto, and incorporated into this Agreement. This list shall be updated on an ongoing basis.
- SFA will supervise at its place of business the preparation and assembly of meals as well as quality control inspections to check the portions, size and appearance of packaging and the quality of the product.
- SFA shall allow representatives of Sponsor, the New Jersey Department of Agriculture (NJDA) and the United States Department of Agriculture (USDA) to inspect SFA's food service facilities at any time during the Agreement period. These inspections may proceed with or without notice to SFA.
- SFA, shall satisfy all local health and sanitation requirements.
- Sponsor may increase or decrease the number of meal orders for individual sites if notice of the change is given to SFA 24 hours in advance of the delivery.
- All meals must be assembled within 24 hours of delivery to the site.
- All meals furnished by SFA must meet or exceed USDA required meal patterns, which are detailed in Attachment B, attached hereto, and incorporated into this Agreement and the food product specifications and nutritional requirements detailed in Attachment D, attached hereto, and incorporated into this Agreement.
- All meals must contain a sanitized straw, a napkin, suitable eating utensils and packets of condiments as outlined in Attachment C, attached hereto, and incorporated into this Agreement.
- All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal.

12. Meals are to be delivered within one hour of the scheduled meal service time indicated on Attachment A for lunch and within one-half hour of the scheduled meal service time indicated on Attachment A for breakfast and supplements.
13. Meals shall conform to the cycle menu set forth in Attachment C. Menu changes shall be agreed upon by both parties in writing.
14. SFA must inform Sponsor of any emergency which might prevent delivery of any specified meal component in advance of the scheduled delivery date so that substitution(s) may be agreed upon.
15. A separate delivery is required at each site for each meal type unless the site has been approved by NJDA on Attachment A to receive one delivery for multiple meal types because of adequate holding facilities. Hot meals must have a separate delivery to each site for each meal type.
16. Cold meals shall be delivered to the site at a maximum temperature of 45°F but shall not have a temperature of less than 32°F at the scheduled time of meal service. Meals expressly designed to be eaten frozen are excluded from this requirement. All hot meals shall be delivered to the site at a temperature of at least 140°F but shall not exceed a temperature of 160°F at the scheduled time of meal service.
17. Sponsor may add or delete sites from Attachment A with mutual written agreement of SFA and written approval from NJDA.
18. SFA shall prepare a delivery invoice in triplicate for each delivery to a site showing the number of meals of each type included in the delivery. One copy is retained by SFA, one copy is given to the site, and the third copy is given to the Sponsor.
19. SFA must provide the exact number of meals ordered. Sponsor shall count the meals to ensure accuracy.
20. Sponsor must designate one individual at each site to check that the meals are accurate, complete, and properly delivered. Such designee shall sign the invoice if satisfied that the delivery complies with the requirements set forth herein. Only invoices signed by the Sponsor representative shall be acknowledged for payment.
21. SFA shall maintain records supported by invoices, receipts, itemized statements, and such other evidence that Sponsor may require to support its claim for reimbursement and to comply with other responsibilities imposed by 7 CFR Part 225.
22. All records maintained by SFA pertaining to the feeding operation of Sponsor shall be retained for a period of three years from the date of the final payment under this Agreement or until final resolution of any outstanding audit or investigation. Records must be available for inspection and audit by representatives of the New Jersey Department of Agriculture, the United States Department of Agriculture and the comptroller General of the United States at a reasonable time and place.
23. SFA will not be reimbursed for unauthorized menu changes, meals that do not meet nutritional requirements, meals spoiled or unwholesome at the time of delivery, meals not delivered within two hours of the specified delivery time, meals not delivered in a manner that will keep them at the proper temperature throughout the meal service or for any meals that do not otherwise meet the terms of this Agreement.
24. Sponsor shall notify SFA within 24 hours of disallowed meals. This requirement shall not affect the independent duty of NJDA to disallow any portion of a claim for reimbursement or to otherwise proceed in accordance with 7 CFR 225.13.
25. If emergency circumstances preclude delivery by SFA, SFA shall notify Sponsor immediately by telephone or fax of the impossibility of complying with the delivery schedule, of the circumstances precluding compliance and whether subsequent deliveries will be affected.
26. This Agreement is contingent upon adequate funding from Federal, State, and local sources. If adequate funding is not available and Sponsor is unable to satisfy its financial obligation hereunder, Sponsor shall have the option to terminate this Agreement upon five days written

notice to SFA. If this Agreement is terminated in this manner, Sponsor shall be released from liability for food ordered by SFA but shall remain liable for food prepared for delivery by SFA before notice is given.

27. Sponsor or SFA may cancel this Agreement by giving written notice to the other at least 30 days before the date set for termination.
28. Sponsor and SFA shall operate in accordance with SFSP regulations.
29. SFA shall be paid by Sponsor for all meals delivered in accordance with this Agreement and SFSP regulations. Neither the United States Department of Agriculture nor the New Jersey Department of Agriculture assumes any liability for payment.
30. SFA has completed and will abide by the Transportation Certification, Attachment E, attached hereto and incorporated into this Agreement.
31. No revisions or modifications shall be made to the terms of this Agreement, including all schedules, unless written approval has been granted by NJDA and a copy of such approval is attached.
32. Sponsor's food service program is not now, and shall not be, operated by a food service management company during the term of this Agreement.

Sponsor and SFA hereby agree to abide by the terms and conditions of this Agreement and its attachments A, B, C, D, and E.

#### **CIVIL RIGHTS ASSURANCE**

"The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

SIGNED

\_\_\_\_\_  
Authorized Official of Sponsoring Agency

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SIGNED

\_\_\_\_\_  
Authorized Official of SFA

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Compliant-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 832-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
- (2) fax: (833) 256-1665 or (202) 890-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

SCHEDULE A

SUMMER FOOD SERVICE PROGRAM

2023

Attach Copy of Schedule A

Schedule A (Revised 3/1/23)

SPONSOR	CITY OF CAMDEN												
	NAME OF SITE	ADDRESS	CITY	ST	ZIP	PHONE	AUTHORIZED DESIGNEE	DATES BEGIN	DATES END	DAYS OF WEEK	BREAK LUNCH	BREAK TIME	LUNCH TIME
2825 N. CAMDEN GYM	1000 N. 6TH STREET	CAMDEN	NJ	08102	856-757-7285	TANDIS CLARK	6/26/23	8/18/23	5	65	65	9:00 AM	12 NOON
2846 CRAMER HILL COMM CTR	1036 REEVES AVE	CAMDEN	NJ	08105	856-757-7498	JORDYN FUSSEL	8/26/23	8/18/23	6	25	26	9:00 AM	12 NOON
2868 ISABEL MILLER	8TH & CARL MILLER	CAMDEN	NJ	08104	856-757-7807	GREG PARKS	6/26/23	8/18/23	5	50	50	9:00 AM	12 NOON
2986 MLK CENTER	1181 HADDON AVE	CAMDEN	NJ	08103	856-757-7805	CANDY CAUSEY	6/26/23	8/18/23	5	30	30	9:00 AM	12 NOON
WHITMAN PARK	1100 BLOCK OF EVERETT STREET	CAMDEN	NJ	08104	856-757-7285	ANTHONY MIXON	6/26/23	8/18/23	5	40	40	9:00 AM	12 NOON
2997 WATER TOWER		CAMDEN	NJ	08104	856-757-7285	ANTHONY MIXON	6/26/23	8/18/23	5	40	40	9:00 AM	12 NOON
2999 MALANDRA HALL	1200 S. MERRIMAC RD	CAMDEN	NJ	08104	856-757-7388	SIMMONE ISLEY	6/26/23	8/18/23	6	70	70	9:00 AM	12 NOON
3010 NORTH GATE 1 RESIDENTS	433 N 7TH STREET	CAMDEN	NJ	08102	267-269-8974	KAREN MERITTS	8/26/23	8/18/23	5	50	50	9:00 AM	12 NOON
3129 ABLETT VILLAGE - CHA	307 ABLETT VILLAGE	CAMDEN	NJ	08106	856-968-5197	KIMBERLY WASHINGTON	8/26/23	8/18/23	5	20	20	8:30 AM	12 NOON
3144 ROOSEVELT MANOR - CHA	1801 S. 8TH ST	CAMDEN	NJ	08104	856-963-3550	ELLA BAKER	6/26/23	8/18/23	5	20	20	9:00 AM	12 NOON
3168 ST PAULS CHURCH	422 MARKET ST	CAMDEN	NJ	08103	856-365-8880	ANDREW STOKES	7/10/23	7/28/23	5	80	60	9:00 AM	12 NOON
3531 PROGRESS (PRUF)	818 BROADWAY	CAMDEN	NJ	08104	856-541-1418	MARANGELY HERNANDEZ	7/10/23	8/17/23	M-TH	25	25	9:00 AM	12 NOON
3546 ISLAMIC STUDY CENTER	1131-33 HADDON AVE	CAMDEN	NJ	08103	856-560-0187	STEPHANIE WALKER	6/26/23	8/18/23	5	50	50	8 AM	11 AM
3557 CAMDEN KIDS ACADEMY	1459 HADDON AVE	CAMDEN	NJ	08103	856-968-7000	JANENE DAVIS	6/26/23	8/18/23	5	125	125	8:30 AM	12 NOON
3588 WOODLYNN SCHOOL DIS	131 ELM STREET	WOODLYNN	NJ	08107	856-863-4900	BILL FRANK	7/10/23	7/27/23	M-TH	120	120	8:00 AM	12 NOON
3840 HEAVENS LITTLE ANGELS	815 N. 36TH ST	CAMDEN	NJ	08105	856-225-1410	ESTER FELICIANO	6/26/23	8/18/23	5	50	50	9:00 AM	12 NOON
3848 YAHWEH CDC	3710 FEDERAL ST	CAMDEN	NJ	08105	856-363-4010	TAWANA BUTLER	6/26/23	8/18/23	5	40	40	8:00 AM	12 NOON
3860 CAMP YAHWEH	4415 MARLTON PIKE	CAMDEN	NJ	08109	856-368-4403	MRS. BUTLER	6/26/23	8/18/23	5	30	30	9:00 AM	12 NOON
22377 KOINONIA FAMILY LIFE @ VIRTUA	1000 ATLANTIC AVE	CAMDEN	NJ	08104	856-757-7489	AVA EVANS	7/8/23	8/18/23	5	40	40	8:30 AM	12 NOON
23606 POLICE EXPLORERS	1000 N. 6TH STREET	CAMDEN	NJ	08102	856-357-5354	SHERRON PATTERSON	7/8/23	8/17/23	T,W,TH	45	45	10 AM	12 NOON
23791 LAM CAMPUS SUMMER CAMP PROGRAM	8125 PARK AVE.	PENN	NJ	08109	609-608-9304	PASTOR HAROLD SHANNON JOHNSON	7/8/23	8/18/23	5	0	60		12 NOON
23288 RISING LEADERS GLOBAL	7TH & CLINTON STREET	CAMDEN	NJ	08103	856-431-2654	SHANNON JOHNSON	7/8/23	8/17/23	M-TH	0	15		12 NOON
29272 RISING LEADERS GLOBAL 2	28TH & MITCHELL ST	CAMDEN	NJ	08105	856-516-3348	JOSE THOMAS	7/8/23	8/17/23	M-TH	0	15		12 NOON

**ATTACHMENT B**  
**USDA Food and Nutrition Service**  
**NJDA Summer Food Service Program (SFSP)**

**Meal Patterns**

**Breakfast Meal Pattern**

**Select All Three Components for a Reimbursable Meal**

1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice, 1 and/or vegetable
1 grains/bread <sup>2</sup>	1 slice	bread or
	1 serving	combread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains

- 
1. Fruit or vegetable juice must be full-strength.
  2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

**Lunch or Supper Meal Pattern**

**Select All Four Components for a Reimbursable Meal**

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice, 1 fruit and/or vegetable
1 grains/bread <sup>2</sup>	1 slice	bread or
	1	combread or biscuit or roll or muffin
	serving	or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	2 oz.	lean meat or poultry or fish 3 or
	2 oz.	alternate protein product or
	2 oz.	cheese or
	1 large	egg or
	1/2 cup	cooked dry beans or peas or
	4 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds 4 or
	8 oz.	yogurt 5

- 
1. Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
  2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
  3. A serving consists of the edible portion of cooked lean meat or poultry or fish.
  4. Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.
  5. Yogurt may be plain or flavored, unsweetened, or sweetened.

**Snack (Supplement) Meal Pattern**

**Select Two of the Four Components for a Reimbursable Snack**

1 milk	1 cup	fluid milk
--------	-------	------------



1 fruit/vegetable	3/4 cup	juice, <sup>1</sup> fruit and/or vegetable
1 grains/bread <sup>2</sup>	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	1 oz. 1 oz. 1 oz. 1/2 large 1/4 cup 2 Tbsp. 1 oz. 4 oz.	lean meat or poultry or fish <sup>3</sup> or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds or yogurt <sup>4</sup>

- 
1. Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.
  2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
  3. A serving consists of the edible portion of cooked lean meat or poultry or fish.
  4. Yogurt may be plain or flavored, unsweetened, or sweetened.

Attachment B Meal Pattern <https://www.fns.usda.gov/sfsp/meal-patterns>

**ATTACHMENT C**

**NJDA SUMMER FOOD SERVICE PROGRAM**

**Attach A Copy of Week 1 and 2 Cycle Menus**

• CHOOSE 2 COMPONENTS FOR SNACK / JUICE CANNOT BE SERVED IF MILK IS THE ONLY OTHER COMPONENT

(2) Juice for AM or PM snack only = 6 ozs. (3) 3oz cereal must = 1/2 cup.

SPONSOR: CITY OF CAMDEN  
 Agreement #: 0720012  
 Telephone: 856-968-6006

NEW JERSEY DEPARTMENT OF AGRICULTURE  
 DIVISION OF FOOD & NUTRITION  
 SUMMER FOOD SERVICE PROGRAM  
 PO BOX 334  
 TRENTON NJ, 08625-0334

STATE AGENCY USE ONLY: \_\_\_\_\_ Date \_\_\_\_\_  
 Approved by \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 MO/DA/YR \_\_\_\_\_

**SCHEDULE C  
 TEN DAY MENU PLANNER**

REQUIRED COMPONENTS	DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
1. Juice or Fruit or Vegetable (2)	FRESH BANANA	1/2 c 4ozs.	100% ORANGE JUICE	1/2 c 4ozs.	FRESH STRAWBERRIES	1/2 c 4ozs.	FRESH PLUM	1/2 c 4ozs.	100% APPLE JUICE	1/2 c 4ozs.
2. Bread or Bread Alternate (3)	RICE KRISPES	1 SERV.	BANANA MUFFIN	1 SERV.	CHEEBURDS	1 SERV.	GLAZED DONUT	1 SERV.	GOLDEN GRAHAM CEREAL	1 SERV.
3. Milk	FAT FREE WHITE MILK	8 OZS.	FAT FREE STRAWBERRY MILK	8 OZS.	FAT FREE WHITE MILK	8 OZS.	FAT FREE CHOCOLATE MILK	8 OZS.	FAT FREE WHITE MILK	8 OZS.
AM	1. Milk	8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.
LE	2. Juice or Fruit or Vegetable (2)	1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.
EL	3. Bread or Bread Alternate (3)	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.
EC	4. Meat or Meat Alternate (1)	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.
L	1. Meat or Meat Alternate (1)	BEER BOLLONA & AMERICAN CHEESE	TURKEY HAM & PROVOLONE CHEESE	2 OZS.	SLICED CHICKEN & CHEDDAR CHEESE	2 OZS.	BEER PASTRAMI & AMERICAN CHEESE	2 OZS.	CHICKEN SALAD	2 OZS.
U	2. Juice or Fruit or Vegetable (2)	100% ORANGE JUICE	100% APPLE JUICE	1/2 c 4ozs.	100% ORANGE JUICE	1/2 c 4ozs.	100% GRAPE JUICE	1/2 c 4ozs.	100% GRAPE JUICE	1/2 c 4ozs.
M	3. Fruit or Vegetable	HONEY DEW MELON	FRESH PLUM	1/4 c 2ozs.	FRESH CANTALOUPE	1/4 c 2ozs.	FRESH GRAPES	1/4 c 2ozs.	FRESH NECTARINS	1/4 c 2ozs.
N	4. Bread or Bread Alternate (3)	WHOLE WHEAT ROLL	KASER ROLL	1 SERV.	WHOLE GRAIN WHITE BREAD	1 SERV.	RYE BREAD	1 SERV.	KASER ROLL	1 SERV.
C	5. Milk	FAT FREE CHOCOLATE MILK	FAT FREE WHITE MILK	8 OZS.	FAT FREE CHOCOLATE MILK	8 OZS.	FAT FREE WHITE MILK	8 OZS.	FAT FREE WHITE MILK	8 OZS.
H	1. Milk	8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.
S	2. Juice or Fruit or Vegetable (2)	3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
E	3. Bread or Bread Alternate (3)	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.
L	4. Meat or Meat Alternate (1)	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.
E	1. Meat or Meat Alternate (1)	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.
L	2. Juice or Fruit or Vegetable (2)	1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.
U	3. Fruit or Vegetable									
M	4. Bread or Bread Alternate (3)									
N	5. Milk									
C	1. Milk	8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.
E	2. Juice or Fruit or Vegetable (2)	3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
L	3. Bread or Bread Alternate (3)	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.
E	4. Meat or Meat Alternate (1)	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.
L	1. Meat or Meat Alternate (1)	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.
U	2. Juice or Fruit or Vegetable (2)	1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.
M	3. Fruit or Vegetable									
N	4. Bread or Bread Alternate (3)									
C	5. Milk									
E	1. Milk	8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.
L	2. Juice or Fruit or Vegetable (2)	1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.
U	3. Fruit or Vegetable									
M	4. Bread or Bread Alternate (3)									
N	5. Milk									
C	1. Milk	8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.
E	2. Juice or Fruit or Vegetable (2)	1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.
L	3. Fruit or Vegetable									
U	4. Bread or Bread Alternate (3)									
M	5. Milk									
N	1. Milk	8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.
C	2. Juice or Fruit or Vegetable (2)	1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.
E	3. Bread or Bread Alternate (3)	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.	1 SERV.
L	4. Meat or Meat Alternate (1)	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.	1 OZ.
U	1. Meat or Meat Alternate (1)	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.	2 OZS.
M	2. Juice or Fruit or Vegetable (2)	1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.
N	3. Fruit or Vegetable									
C	4. Bread or Bread Alternate (3)									
E	5. Milk									
L	1. Milk	8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.

SPONSOR CITY OF CAMDEN  
 Agreement # 07200012  
 Telephone 356-968-6406

NEW JERSEY DEPARTMENT OF AGRICULTURE  
 DIVISION OF FOOD & NUTRITION  
 SUMMER FOOD SERVICE PROGRAM  
 PO BOX 314  
 TRENTON NJ, 08625-0314

**SCHEDULE C**

**TEN DAY MENU PLANNER**

**STATE AGENCY USE ONLY!**  
 Approved by \_\_\_\_\_ Date \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 MO/DAY/YR

	WEEK 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/>		DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
	REQUIRED COMPONENTS	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	
B	1. Juice or Fruit or Vegetables (2)	FRESH BANANA	1/2 c / 4oz.	FRESH PEACH	1/2 c / 4oz.	FRESH MEDITERRANEAN	1/2 c / 4oz.	FRUIT PUNCH JUICE	1/2 c / 4oz.	FRESH GRAPES	1/2 c / 4oz.	
F	2. Bread or Bread Alternate (3)	FRUITY CEREALS CEREAL	1 SERV.	CINNAMON BUN	1 SERV.	BLUB BERRY MUFFIN	1 SERV.	CINNAMON TOAST CRUNCH	1 SERV.	BLUBERRY MUFFIN	1 SERV.	
A	3. Milk	FAT FREE WHITE MILK	8 OZS.	FAT FREE STRAWBERRY MILK	8 OZS.	FAT FREE WHITE MILK	8 OZS.	FAT FREE WHITE MILK	8 OZS.	FAT FREE CHOCOLATE MILK	8 OZS.	
S	1. Milk		8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.	
E	2. Juice or Fruit or Vegetable (2)		3/4 c / 6oz.		3/4 c / 6oz.		3/4 c / 6oz.		3/4 c / 6oz.		3/4 c / 6oz.	
L	3. Bread or Bread Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.		1 SERV.	
E	3. Bread or Bread Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.		1 SERV.	
C	4. Meat or Meat Alternate (1)		1 OZ.		1 OZ.		1 OZ.		1 OZ.		1 OZ.	
T												
U	1. Meat or Meat Alternate (1)	BEER BLOOM & AMERICAN CHEESE	2 OZS.	TURKEY BREADST & CHEDDAR CHEESE	2 OZS.	GRILLED CHICKEN W/ AMERICAN CHEESE	2 OZS.	TURKEY SALAMI	2 OZS.	TUNA SALAD	2 OZS.	
L	2. Juice or Fruit or Vegetable (2)	100% FRUIT PINCH	1/2 c / 4oz.	100% APPLE JUICE	1/2 c / 4oz.	100% ORANGE JUICE	1/2 c / 4oz.	100% GRAPE JUICE	1/2 c / 4oz.	FRESH PEACH	1/2 c / 4oz.	
N	3. Fruit or Vegetable	PRESS Sliced WATERMELON	1/4 c / 2oz.	FRESH STRAWBERRIES	1/4 c / 2oz.	LETTUCE & TOMATOES W RANCH	1/4 c / 2oz.	COLSLAW	1/4 c / 2oz.	LETTUCE & TOMATOES	1/4 c / 2oz.	
C	4. Bread or Bread Alternate (3)	EYE BREAD	1 SERV.	WHOLE WHEAT BREAD	1 SERV.	WHITE BREAD	1 SERV.	WHOLE GRAIN WHITE BREAD	1 SERV.	WHOLE WHEAT BUN	1 SERV.	
H	5. Milk	FAT FREE STRAWBERRY MILK	8 OZS.	FAT FREE WHITE MILK	8 OZS.	FAT FREE STRAWBERRY MILK	8 OZS.	FAT FREE CHOCOLATE MILK	8 OZS.	FAT FREE WHITE MILK	8 OZS.	
P	1. Milk		8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.	
S	2. Juice or Fruit or Vegetable (2)		3/4 c / 6oz.		3/4 c / 6oz.		3/4 c / 6oz.		3/4 c / 6oz.		3/4 c / 6oz.	
E	3. Bread or Bread Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.		1 SERV.	
L	4. Meat or Meat Alternate (1)		1 OZ.		1 OZ.		1 OZ.		1 OZ.		1 OZ.	
E	1. Meat or Meat Alternate (1)		2 OZS.		2 OZS.		2 OZS.		2 OZS.		2 OZS.	
N	2. Juice or Fruit or Vegetable (2)		1/2 c / 4oz.		1/2 c / 4oz.		1/2 c / 4oz.		1/2 c / 4oz.		1/2 c / 4oz.	
M	3. Fruit or Vegetable		1/4 c / 2oz.		1/4 c / 2oz.		1/4 c / 2oz.		1/4 c / 2oz.		1/4 c / 2oz.	
N	4. Bread or Bread Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.		1 SERV.	
E												
K												
M	5. Milk		8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.	

(1) Cold cut meats with high water content. (2) Sandwiches require 2 servings of

## ATTACHMENT D

### NJDA SUMMER FOOD SERVICE PROGRAM

#### FOOD PRODUCT SPECIFICATIONS

Attached are food product quality specifications and food packaging and delivery specifications which are to be used in conjunction with menus prepared for vended programs participating in the Child Nutrition Programs.

Product information is presented by "meal component" category. A publication available as a resource from FNS/USDA is Program Aid No. 1331, "Food Buying Guide for Child Nutrition Programs" which gives average yield information on over 600 food items. Copies of this document may be obtained upon request through the state agency.

Where applicable, reference is also made to either USDA, F.D.A. Standards of Identity. All meat and poultry products used must be produced in plants with USDA Meat and Poultry Inspection Service.

Reference is made to "brand names" of known quality for some foods. Products of equal quality may be used in place of these brand names.

Fresh fruits are indicated for almost every meal. All fruit should be of proper ripeness for eating and free of excess bruises. Fruit must not be overripe. Seasonal availability may require some substitutions for indicated fresh fruit.

#### BREAD/BREAD ALTERNATE AND CEREAL SPECIFICATIONS

All bread/bread alternates are listed for one (1) serving size.

**Rice Flake Cereal** (ready to eat) - Unsweetened, individual boxes,  $\frac{3}{4}$  cup each or 1 ounce, whichever is less. Made of whole-grain or enriched or fortified cereal. Can only be served for breakfast or snack.

**English Muffin** - Made of whole-grain or enriched flour or meal. Weigh at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture OR 50 grams for 1 serving, 1.8 oz for 1 whole muffin for 2 servings.

**Whole Wheat Bread** - Ingredients - enriched flour (both whole wheat and white in varying amounts), shortening, sugar, yeast, salt, and water plus optional ingredients. "Enriched Bread" as labeled must contain thiamin, riboflavin, niacin, iron, and folic acid. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE in the Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Cornflakes** - Individual boxes,  $\frac{3}{4}$  cup each or 1 ounce, whichever is less. Made from cooked paste or pearled hominy, malt, sugar, and other seasonings. Select unsweetened cereal, made from whole-grain or enriched cereal. Can only be served for breakfast or snack.

**Rye Bread** - 1 slice - whole-grain or enriched bread. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Cinnamon Roll** - Made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE, as indicated in the Code of Federal Regulations, Title 21, Part 17. Unfrosted weigh at least 50 grams or 1.8 ounces, frosted weigh 63 grams or 2.2 ounces, and contain approximately 35 percent moisture.

**Bagel** - Made of whole-grain or enriched flour. Weigh at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture for  $\frac{1}{2}$  bagel OR 50 grams, 108 ounces for a whole bagel.

**Oat Flake Cereal** (ready to eat) - Unsweetened, individual boxes,  $\frac{3}{4}$  cup each or 1 ounce, whichever is less. Made of whole-grain or enriched or fortified cereal. Can only be served for breakfast or snack.

**Biscuit** - Enriched all-purpose flour must contain thiamin, riboflavin, niacin, folic acid, and iron. Weigh at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

**White Bread** (enriched) 1 slice - Made of flour, shortening, sugar, yeast, salt, and folic acid. Contain 62 percent total solids. "Enriched bread" must contain thiamin, riboflavin, niacin, and iron. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE, Code of Federal

Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Blueberry Muffin** - Made of whole-grain or enriched flour or meal. Weigh at least 50 grams or 1.8 ounces (without blueberries) and contains approximately 35 percent moisture. This applies to all muffins except for corn muffins.

**Raisin Bread** - Optional ingredients may be added. Sweet dough containing eggs and higher quantities of sugar and fat than regular dough, may be used to make raisin buns. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, Code of Federal Regulations, Title 21, Part 17. Weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Peanut Butter Cookie\*** - (Plain cookie) Minimum of 31 grams (1.1 ounces) or cookies with nuts, raisins, chocolate pieces, and/or fruit puree 63 gm or 2.2 ounces. Predominant ingredient must be whole-grain or enriched meal or flour. Provide the nutrient content equivalent to iron, thiamin, riboflavin, and niacin present in 25 grams serving of enriched white bread.

**Hamburger Buns** (Sesame Seed Buns) Bun - Rolls are made from the specific yeast dough of the breads described on page 31. Optional ingredients may be added. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in the Federal Code of Regulations, Title 21, Part 17. ½ roll should weigh 25 grams or 0.9 ounces containing approximately 35 percent moisture and 1 roll should weigh 50 gm or 1.8 ounces.

**Hard Rolls and Dinner Rolls (Soft) Roll** - Must be made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in Code of Federal Regulations, Title 21, Part 17. Should have a minimum weight of 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

**Dessert Cookies\*** - (This refers only to the cookies included on the Lunch/Supper Menus) Minimum serving of 14 grams or ½ ounce. Must be made from enriched or whole-grain flour or meal or cereals. Cookies (plain) minimum serving of 31 grams or 1.1 ounce. Cookies (with nuts, raisins, chocolate pieces and/or fruit puree) minimum serving of 63 grams or 2.2 ounces.

*\*Note: You cannot serve cookies as a bread alternate at breakfast, lunch, or supper. You may serve cookies as a bread alternate in the snack if the primary ingredient is a whole grain enriched flour or meal and the minimum weight of a serving of cookies (plain) is 31 grams or 1.1 ounces. Cookies (with nuts, raisins, chocolate pieces and/or fruit puree) minimum serving of 63 grams or 2.2 ounces. USDA recommends that cookies as a bread be served as part of a snack no more than twice a week. USDA recommends that cookies as a bread be served as part of snack no more than once in two weeks.*

#### FRUIT/VEGETABLE SPECIFICATIONS

**Orange Juice** - 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrate) sweetened or unsweetened U.S. Grade A.

Orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation. Juice should be practically free of defects, show no coagulation, having no noticeable seed particles, and have a normal flavor.

**Celery Sticks** - 3 sticks/each 4 inches long and ½ inch wide to equal ¼ cup serving. Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.

**Carrot Sticks** - 3 sticks/each 4 inches long X ½ inch wide to equal a ¼ cup serving.

Select medium to small size roots which are well-shaped, smooth, and solid and have good orange color. Carrots with considerable green color at the top require extra trimming. U.S. #1 carrots with 1-1/8-inch medium diameter.

**Pineapple Juice** - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) sweetened or unsweetened U.S. Grade A. Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects. Juice should have a distinct flavor and no coagulation of pulp.

**Nectarine** - 2 ¼ inches to diameter, size 88-96. One nectarine equals ½ cup serving (medium). Rich color and plumpness. Firm with slight softening along the seam. Orange-yellow color between the red areas.

**Apple Juice** - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) Clarified U.S. Grade A Fancy. Bright, typical color. Free from apple pulp, seeds, or other sediments.

**Orange** - One orange equals ½ cup serving (medium), 138 counts.

Heavy, firm, well-colored, well-formed fruit with fine textured skins.

**Orange-Grapefruit Juice** - 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A.

Should have a good flavor and odor, bright, good color. Should not contain excessive amounts of pulp, seed particles or peel.

**Apricots** - Two medium apricots, approximately 1 3/8-inch diameter, each, equal 1/2 cup serving. Select apricots having a bright, plump, and juicy appearance with a uniform golden-orange color. Ripe apricots will yield to gentle pressure.

**Raisins** - Seedless, U.S. Grade A, small. Bulk 2-2/3 ounces = 1/2 cup, individual packages, 1.3 - 1.5 ounces = 1/4 cup fruit.

Similar varietal characteristics, good typical color, good flavor, and development.

**Tomato Slices** - Large or extra-large, 2 1/2 - 2 3/4 inch diameter. Slice in 1/4 inch slices. Two slices = 1/4 cup.

**Tomato Wedges** - 5 X 6 size. 1/4 tomato = 1/4 cup.

Well-shaped, smooth, firm tomatoes, free from cracks, green or yellow sun-burned areas, blemishes, and decay. Full red color and slight softening for immediate use.

**Lettuce, Head** - One piece = 1/4 cup.

**Lettuce, Leaf** - One large leaf, untrimmed = 1/4 cup. 1-pound AP equals 0.66 pounds ready to serve raw lettuce.

Green color, firm. Fresh outer leaves free from insects and noticeable discoloration or decay.

**Orange-Pineapple Juice** - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates). Sweetened or unsweetened U.S. Grade A.

Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects and orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation.

**Pickle** - Large size - 4 to 4-3/4 inches long. 1/2 pickle = 1/4 cup. Top quality cucumber pickles should be uniform in shape, almost cylindrical, with well-rounded ends, smooth and uniform color, and few defects that are obvious or objectionable.

**Banana, petite** - One banana, 150 count petite whole, equals. 3/8 cup fruit.

Plump, firm bright colored fruit. Free from scars and bruises. For immediate use select solid yellow colored fruit, lightly flecked with brown.

**Purple Plum** - One whole raw plum equals 1/2 cup fruit. Plums fresh purple, red or black size 45 and 50, 2 inches in diameter.

Well-formed fruit. Good color. Fairly firm to slightly soft state of ripeness. Fresh, bright appearance.

**Tomato Juice** - 100 percent juice, pasteurized, fresh, canned or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A.

Tomato juice should have a color typical of well-ripened red tomatoes which have been properly prepared and processed. Juice should be practically free from defects, possess a good flavor, and have a good consistency.

**Peach** - 2-1/8 inches diameter, small, size 88 and 84. One peach equal 3/8 cup (medium). One size 80 peach equals 1/2 cup fruit.

Select fruits with plenty of red blush and free from signs of decay. They should be firm, not hard, and the skin between the red areas should have a yellowish cast rather than distinctly green.

**Pear** - 2-1/4 to 2-3/8 inches diameter (150 count). One pear equals 1/2 cup serving (medium).

Select well-formed, smooth fruits free from scars and skin punctures. Firm fruit will ripen on standing.

**Apple** - 2-1/2 inches diameter. One apple equals 1/2 cup (medium).

Select firm, crisp, well-colored apples. Flavor varies in apple and depends on the stage of maturity at time of picking. Immature apples lack color and are usually poor in flavor.

**Tangerine** - 2-3/8 inches in diameter. One tangerine equal 3/8 cup (medium, 120 count).

Select fresh bright fruits, generally well-colored, well-shaped, firm moderately heavy, and free from decay. Those with dull, dried skins or which are puffy and light in weight may have shrunken and dried flesh.

**Grapes** - Seedless, 14 grapes equal ½ cup, with seeds 12 grapes = ½ cup.

Plump, firm, well-colored, fresh looking, firmly attached to stem. Green fruit. Stems green and pliable.

**Grape Juice** - 100 percent juice, concord sweetened or unsweetened, U.S. Grade A.

Juice should have a bright purple or reddish color, be free of pulp, skins, and tartrate crystals. It should have a distinct flavor.

**Watermelon** - Approximately 27 lbs. each. 1/64 wedge = ½ cup.

## MEAT/MEAT ALTERNATE SPECIFICATIONS

### Meat Alternates

**Eggs** - Hard Boiled - Prepared from eggs, fresh, large shell. U.S. Grade A - Large. Uniform in size, clean, sound shell, free from foreign odors or flavors. Packed in Standard commercial shipping containers with good used packing materials.

**American Cheese** - Pasteurized, Processed Cheese - Processed cheese is a melted pasteurized blend of cheese and emulsifiers with or without added optional ingredients. Product must be USDA inspected processed cheese from a USDA approved plant. Product must conform to Standards of Identify, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.750.

**Natural Cheddar Cheese** - U.S. Grade A, aged 3-6 months. Not more than 39 percent moisture. Not less than 50 percent milk fat on the solid basis. Product must conform to Standards of Identify, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.500.

**Peanut Butter** - Smooth or chunky, U.S. Grade A (Skippy brand or equal). Peanut butter should have color that is medium brown to brown color roast. Peanut butter should be firmly set, smooth, pliable, and have good spread ability. Suitability seasoning and stabilizing ingredients may be added not more than 10 percent of the weight of the finished product. Product must conform to Standard of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 46.1.

**Nuts and Seeds** - Peanuts, soy nuts, tree nuts such as walnuts and seeds that are nutritionally comparable to meat or other meat alternates. Nuts such as acorns, chestnuts and coconuts are not acceptable due to their extremely low protein and iron values.

### Poultry Items

**Fried Chicken** - 2 ounces (edible) cooked meat equals one serving. Cooked, frozen U.S. Grade A (Holly Farms or equals), the batter/breading shall consist of a flour type base with other ingredients as needed to product a desirable texture, flavor, and color. The finished product should be uniformly covered with batter and breading and have a uniform brown color, free from burnt areas. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.166.

Product shall be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs).

**Chicken Roll** - 1 ½ ounces equals 1-ounce cooked lean meat. Empire poultry brand or equal. Form - fully cooked. Recommended points for specifications: Processing - chicken rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

**Turkey Roll** - 1 ½ ounces equals 1-ounce cooked lean meat. (Specification based on USDA purchased turkey rolls donated to schools or equal quantity.) Form - fully cooked. Grade - process from U.S. Grade II or better quality. Processing - turkey rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

**Turkey Ham** - 1.4 ounces equal 1-ounce cooked lean meat. Specifications based on USDA, FSIS Standard as published in Vol. 44, No. 177, August 31, 1979. Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service), Part 381.17, Subpart P.

### Meat Items



**Corned Beef** - 1-pound equals .42 pounds cooked lean meat. (Shur-Tenda brand or equal) (restaurant quality). Fully cooked, prepared from USDA Grade good or better. Processing - product must be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Inspection Service) Part 319.100.

**Roast Beef** - Shur-Tenda brand or equal - restaurant quality. Fully cooked, prepared from USDA Grade good or better. Processing - product must be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.81.

**Beef, Bologna** - Oscar Mayer brand or equal. Bologna is a smoked fully cooked sausage. The meat components consist of beef very finely comminuted and stuffed in artificial or natural casings. The interior out surface is smooth, fine-textured, light pink in background color, and finely mottled with evenly distributed light to dark red flecks. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

**Cooked Beef Salami** - Hebrew National brand or equal. Cooked beef salami is a smoked full cooked sausage. The meat components consist of moderately coarse-cut beef and finely comminuted beef with finely comminuted beef heart meat included in some formulas. Seasoning includes garlic and peppercorns. Salami is stuffed in artificial casings and measures from 3.5 to 4.5 inches in diameter. The interior cut surface is moderately coarse in texture and light to dark reddish-brown in color. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

**Bolled Ham, Cured, Boneless** - 1.2 ounces unheated meal equals 1-ounce lean meat. Thumann's brand or equal. Selection No. 1 or Selection No. 2. The skinless, completely boneless, cured and smoked, fully cooked ham must be prepared from the regular short shank ham. The cured pork must be derived from sound, well-trimmed wholesale market and fabricated cuts. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.104. Yield on ham would vary depending on if water added, 1.22 ounces ham water yields 1-ounce cooked ham, ham with natural juices 1.12 oz yields 1 oz lean ham.

### **Fish Items**

**Tuna Fish** - Fancy or solid. The can usually contains large piece of chunks or firm flesh - packed in oil or water. Grade - Packed under Federal Inspection (PUF 1). Tuna fish "salad" may be prepared by mixing tuna fish with relish and/or chopped vegetables such as celery and onions. Vegetable oil or mayonnaise may be used as a moistening agency to "bind" the salad. Mayonnaise or Salad Dressing must not be mixed into the salad. A separate portion pack of mayonnaise may be placed in the unitized lunch/supper meal if desired.

## **SPECIFICATION - OTHER PRODUCTS**

**Milk** - All milk products used must meet Federal, State and Local requirements for fluid milk.

**Butter** - U.S.D.A. Grade A or better. Salted or Unsalted.

**Margarine Fortified** - Product must conform to Standards of Identity, Code of Federal Regulations, Title (Food and Drug Administration) Part 45.1.

**Yogurt** - Plain, sweetened, or flavored. USDA published a final rule March 2, 1997, which allows yogurt to be credited as a meat alternate for all meals in Child Nutrition Programs. For crediting purposes, eight ounces of yogurt now satisfies two ounce of the meat/meat alternate requirement for lunches, and four ounces for supplements in all Child Nutrition Programs. This does not include noncommercial and/or nonstandard yogurt products such as frozen yogurt, homemade yogurt, yogurt flavored products, yogurt bars, yogurt covering on fruit and/or nuts and other similar products.

**Jelly** - Fruit portion packs minimum ½ ounce - Kraft brand or equal. Products must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 29.2.

**Mayonnaise** - Portion packs 1/3 ounce or more. Kraft brand or equal. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 25.1.

ATTACHMENT E  
NJDA SUMMER FOOD SERVICE PROGRAM  
TRANSPORTATION CERTIFICATION

1. Describe in detail the type of vehicle(s) and/or containers that will be utilized to provide adequate refrigeration and/or heating during delivery of all foods to ensure that temperatures remain in accordance with state and local health codes.

we will be using refrigerated box trucks

2. How many vehicles(s) will be utilized to meet the terms of this contract?

2 trucks

3. Will the delivery of meals for this contract be combined on the same truck with deliveries for other contracts?  Yes,  No

4. If contract includes the preparation of hot meals, does the bidder have the capability to heat all meals at the State agency approved facility? If no, describe how the bidder proposes to meet the terms of this contract.

N/A - NO HOT FOOD

5. Will the delivery of the meals for this contract be subcontracted? Yes  No

If yes, please provide the name, address, phone number and contract person below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Certification**

I certify that the above information accurately reflects how meals will be delivered and heated, if applicable. I further realize that any deviation from these statements may result in the cancellation of this contract by the sponsor.

[Signature]  
Signature of Bidder

6/21/03  
Date

Attachment E Transportation Certification/3-2022

R-5

DB:dh  
07-11-23

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH  
NAPA AUTO PARTS VIA THE SOURCEWELL PURCHASING COOPERATIVE  
FOR VARIOUS FLEET MAINTENANCE EQUIPMENT AND AFTERMARKET  
VEHICLE PARTS**

WHEREAS, there exists a need for aftermarket vehicle parts, vehicle lifts, garage & fleet maintenance equipment, customized fleet supply chain and parts inventory management; and

WHEREAS, N.J.S.A. 52:34-6.2(b)(3) authorizes contracting units to enter into cooperative purchasing agreements that have been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or any other state, for the purchase of goods and/or services; and

WHEREAS, pursuant to N.J.S.A 52:34-6.2(b)(3), prior to entering into a cooperative purchasing agreement the contracting unit must make a determination that the use of the cooperative purchasing agreement shall result shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered; and

WHEREAS, the City wishes to enter into a cooperative purchasing agreement with Napa Auto Parts via the Sourcewell Purchasing Cooperative for various fleet maintenance equipment and aftermarket vehicle parts for an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00) and the contracting unit has determined that the agreement will result in a cost savings for the City; 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 "G-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 Napa Auto Parts under the SOURCEWELL National Cooperative Purchasing Pricing System, for the purchase of competitive and alternative pricing for aftermarket vehicle parts, vehicle lifts garage & fleet maintenance equipment, customized fleet supply chain and parts inventory management, in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00), 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: July 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: NAPA AUTO PARTS

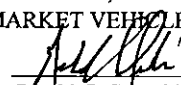
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-E6-709-917  
AMOUNT: \$ 50,000.00
- 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 : \$50,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH NAPA AUTO PARTS , VIA THE SOURCEWELL PURCHASING COOPERATIVE , FOR VARIOUS FLEET MAINTENANCE EQUIPMENT AND AFTERMARKET VEHICLE PARTS

  
\_\_\_\_\_  
Gerald C. Segeski

*Director of Finance*

Date: 6/22/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 07/11/2023

TO: City Council  
FROM: Timothy J. Cunningham, Business Administrator

## TITLE OF ORDINANCE/RESOLUTION: Resolution Authorizing The City To Enter Into A Contract With Napa Auto Parts, Via The Sourcewell Purchasing Cooperative, For Various Fleet Maintenance equipment and Aftermarket Vehicle Parts

Point of Contact:	Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandi@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)				
Grants Management				
Qualified Purchasing Agent	Y	<i>Lateefah Chandler</i>	6/22/2023	
Director of Finance		<i>Mr</i>	6/22	

Approved by:  
Business Administrator

*[Signature]*      6/26  
 \_\_\_\_\_  
 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]*      JUN 30 2023  
 \_\_\_\_\_  
 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 City To Enter Into A Contract With Napa Auto Parts, Via The Sourcewell Purchasing Cooperative, For Various Fleet Maintenance equipment and Aftermarket Vehicle Parts**

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

- Sourcewell contract #032521-GPC ends May 19, 2025 with a one-year optional renewal and will provide competitive and alternative pricing for aftermarket vehicle parts
- Sourcewell contract #013020-GPC ends April 13, 2024 with a one-year optional renewal and will provide competitive pricing on Vehicle Lifts Garage & Fleet maintenance Equipment
- Sourcewell contract #110520-GPC ends December 29, 2024 with a one-year optional renewal and will provide customized fleet supply chain and parts inventory management.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$50,000.00

N.J.A.C. 5:30-5.5(B)(2)

**APPROPRIATION NUMBER:** 3-01-E6-709-917

**PROCUREMENT:** N.J.S.A 52:34-6.2(b)(3)

**IMPACT STATEMENT:**

- Our current NJSC vendor, Auto Plus, are going through bankruptcy procedures and a more reliable vendor is needed to supply auto parts for various fleet vehicle and equipment.
- The Sourcewell contracts encompasses a robust inventory of supplies the City can use to ensure efficient use of personnel.
- Items are purchased as needed

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

**Prepared by:** LATEEAH CHANDLER

**856-757-7159**

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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	N/A
Name of Vendor	NAPA
Purpose or Need for service:	PURCHASE OF VARIOUS FLEET MAINTENANCE EQUIPMENT AND SUPPLICES
Contract Award Amount	N.J.A.C. 5:30-5.5(B)(2)
Term of Contract	VARIES
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.)	NJSA 52:34-6.2(b)(3)
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

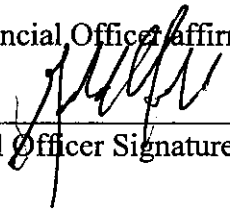
Date \_\_\_\_\_



\*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.

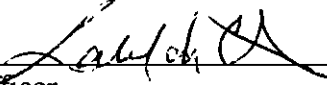
The Financial Officer affirms that there is adequate funding available for this action.

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 8/22/2013

**For LGS use only:**

Approved  Denied

Date \_\_\_\_\_

Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

**Solicitation Number: RFP #110520****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company d.b.a. NAPA Integrated Business Solutions, 2999 Wildwood Parkway, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 29, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

**Solicitation Number: RFP#013020****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Genuine Parts Company dba NAPA**, 2999 Wildwood Parkway, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 13, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model or remanufactured to OEM standards. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by

**Solicitation Number: RFP #032521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

DB:dh  
07-11-23

R-6

**RESOLUTION AMENDING RESOLUTION #18 (MC-23:8893) TO AUTHORIZE AN INCREASE OF \$450,000.00 TO FUND THE CITY OF CAMDEN'S PARTICIPATION IN THE SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND TO PROVIDE HEALTH INSURANCE COVERAGE FOR RETIRED EMPLOYEES AND DEPENDENTS ELIGIBLE FOR THE MEDICARE ADVANTAGE PROGRAM AND EMPLOYER WAIVER PROGRAM**

WHEREAS, the Council of the City of Camden, by Resolution #20 (MC-22:8743) adopted December 13, 2022, authorizing the City to enter into a contract to join the Southern New Jersey Regional Employee Benefits Fund in order to provide Health Insurance Coverage for Retired Employees and Dependents Eligible for the Medicare Advantage Program and Employer Waiver Program; and

WHEREAS, the Council of the City of Camden, by Resolution #18 (MC-23:8893) adopted March 14, 2023, was amended to fund the City's participation in the Southern New Jersey Regional Employee Benefits Fund in the amount of \$2,610,000 at the following rates for a period of one year commencing on January 1, 2023 and ending on December 31, 2023 for Managed Health Care Benefits for City of Camden Employees and Retirees; and

WHEREAS, it is necessary to further amend Resolution #18 (MC-23-8893) in the amount not to exceed FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000) due to the increase of monthly invoice averages; and

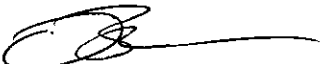
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden, under line item(s) "3-01-F0-427-023", said certification 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 Resolution #18 (MC-23:8893) is hereby amended to authorize an increase in the amount not to exceed FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000), making the total amount of the contract an amount not to exceed THREE MILLION SIXTY THOUSAND DOLLARS (\$3,060,000).

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: July 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: SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUNDS

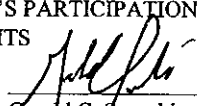
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-F0-427-023  
AMOUNT: \$ 450,000.00
- 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: \$450,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED : RESOLUTION AMENDING RESOLUTION #20 (mc-23:8893) TO AUTHORIZE AN INCREASE OF \$450,000.00 TO FUND THE CITY OF CAMDEN'S PARTICIPATION IN THE SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS

  
\_\_\_\_\_  
Gerald C. Seneski

Director of Finance

Date: 6/22/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

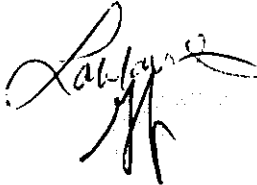
COUNCIL MEETING DATE: 07/11/2023

TO: City Council  
FROM: Timothy J. Cunningham, Business Administrator

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AMENDING RESOLUTION #<sup>18</sup>20 (MC-23:8893) TO AUTHORIZE AN INCREASE OF \$450,000.00 TO FUND THE CITY OF CAMDEN'S PARTICIPATION IN THE SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND TO PROVIDE HEALTH INSURANCE COVERAGE FOR RETIRED EMPLOYEES AND DEPENDENTS ELIGIBLE FOR THE MEDICARE ADVANTAGE PROGRAM AND EMPLOYER WAIVER PROGRAM**

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	Y			
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent	Y		6/22/2023	
Director of Finance			6/22	

Approved by:  
Business Administrator

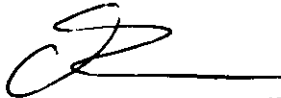
Signature	Date
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Attachments (list and attach all available):

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



JUN 30 2023

Signature	Date
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<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 AMENDING RESOLUTION #18 (MC-23:8893) TO AUTHORIZE AN INCREASE OF \$450,000.00 TO FUND THE CITY OF CAMDEN'S PARTICIPATION IN THE SOUTHERN NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND TO PROVIDE HEALTH INSURANCE COVERAGE FOR RETIRED EMPLOYEES AND DEPENDENTS ELIGIBLE FOR THE MEDICARE ADVANTAGE PROGRAM AND EMPLOYER WAIVER PROGRAM**

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

- Revising Resolution MC-23:8893 to increase contract amount to \$3,060,000 from \$2,610,000 the retired HIF.
- Increase due to the monthly invoices averaging \$255,000.00

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$450,000.00  
**APPROPRIATION NUMBER:** 3-01-F0-427-023

**IMPACT STATEMENT:**

- Original Resolution #20 (MC-8743) was approved on December 13, 2022 to enter into a contract to join the Fund in order to provide Health Insurance Coverage for Retired Employees and Dependents Eligible for the Medicare Advantage Program and Employer Waiver Program

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

**Prepared by:** LATEEAH CHANDLER

**856-757-7475**

---

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	N/A
Name of Vendor	SOUTHER NEW JERSEY REGIONAL EMPLOYEE BENEFITS FUND
Purpose or Need for service:	INCREASE CONTRACT BY \$450,00.00 TO ENSURE FUNDING AVAILIBILITY FOR 2023
Contract Award Amount	\$450,000.00
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.)	NJSC 40A:10-36
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
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	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 Insurance fund Date \_\_\_\_\_

Certifying Officer

**For LGS use only:**

Approved  Denied

\_\_\_\_\_ Date \_\_\_\_\_

Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

DB:dh  
07-11-23

B-7

**RESOLUTION AUTHORIZING AN EMERGENCY SERVICES AGREEMENT  
WITH ANCHOR IT GROUP AND BIFF DUNCAN FOR IT INFRASTRUCTURE  
MODERNIZATION, PROJECT MANAGEMENT AND IT SUPPORT**

WHEREAS, pursuant to N.J.S.A. 40A:11-6, it has been certified to the Council of the City of Camden by the Business Administrator that an emergency now exists in the City of Camden, to provide IT support due to the vacancy of the City's Lead Network Administrator; and

WHEREAS, N.J.S.A. 40A:11-6 permits the award of a contract without advertisement for bids or bidding when an emergency affecting the public health, safety or welfare requires the immediate performance of the service; and

WHEREAS, an agreement has been negotiated with Anchor IT Group and Biff Duncan to address the IT emergency; and

WHEREAS, Anchor IT Group will provide an experienced IT consultant to ensure the security of the City's data and communications, and to oversee and manage the City's current IT staff to alleviate any potential security breaches for an amount not to exceed THIRTY-EIGHT THOUSAND (\$38,000.00); AND

WHEREAS, Biff Duncan will provide as-needed support to Anchor IT Group during the transition for an amount not to exceed TWELVE THOUSAND DOLLARS (\$12,000.00); and

WHEREAS, the total contract amount to address the aforementioned IT emergency will be for an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00); 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 adopted budget of the City of Camden under line item "3-01-E1-433-906", 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 as follows:

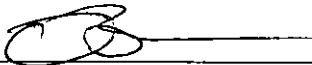
1. An emergency is hereby declared to exist and to have existed as of June 15, 2023 in the City of Camden due to the vacancy of the City's Lead Network Administrator.
2. The exigencies of the public services did not permit the advertising for public bids in eliminating this emergency.
3. That the City Council of the City of Camden hereby ratifies a contract between the City of Camden and Anchor IT Group and Biff Duncan for an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00).

BE IT FURTHER RESOLVED that the proper officers of the City of Camden be and are hereby authorized to execute the aforesaid 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.

Date: July 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: ANCHOR IT GROUP AND BIFF DUNCAN

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

• BUDGET APPROPRIATION : 3-01-E1-433-906  
AMOUNT: \$50,000.00

RESERVE:  
AMOUNT: \$

• DEDICATED BY RIDER:  
AMOUNT: \$

• RESERVE FOR STATE AND FEDERAL GRANT:  
AMOUNT: \$

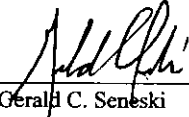
• CAPITAL ORDINANCE  
AMOUNT: \$

• 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 \$ 50,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING AN EMERGENCY SERVICES AGREEMENT WITH ANCHOR IT GROUP AND BIFF DUNCAN FOR IT INFRASTRUCTURE MODERNIZATION , PROJECT MANAGEMENT AND IT SUPPORT

  
\_\_\_\_\_  
Gerald C. Seneski  
*Director of Finance*  
Date: 6/22/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 07/11/2023

TO: City Council  
FROM: Timothy J. Cunningham, Business Administrator

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING AN EMERGENCY SERVICES AGREEMENT WITH ANCHOR IT GROUP AND BIFF DUNCAN FOR IT INFRASTRUCTURE MODERNIZATION, PROJECT MANAGEMENT AND IT SUPPORT**

Point of Contact: Lateefah Administration 856-757-7475 lachandl@ci.camden.nj.us  
Chandler

Name	Department- Division- Bureau	Phone	Email
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### ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent	Y		6/22/2023	
Director of Finance	Y		6/22	

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

JUN 30 2023

<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 AN EMERGENCY SERVICES AGREEMENT WITH ANCHOR IT GROUP AND BIFF DUNCAN FOR IT INFRASTRUCTURE MODERNIZATION, PROJECT MANAGEMENT AND IT SUPPORT**

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

- Emergency declared on June 15, 2023 due to the vacancy of the City's lead Network Administrator
- In order to ensure the security of the City's data and communications, an experienced IT consultant, Anchor IT Group, is needed to oversee and manage the City's current IT staff to alleviate any security breaches
- The City is currently soliciting for a permanent contract and once the contract is executed, the emergency service agreement would end
- Anchor IT Group hourly rate \$120.00 – estimating 20 hours per week for approximately 4 months.
- Biff Duncan will provide as-needed support to Anchor IT during this transition.

**AMOUNT OF PROPOSED SERVICE or TOTAL COST OF PROPOSAL: \$50,000.00**

**APPROPRIATION NUMBER: 3-01-E1-433-906**

**IMPACT STATEMENT:**

- The City is in a critical need to rapidly improve and modernize its infrastructure to deter any additional and future security breaches

**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	ANCHOR IT GROUP & BIFF DUNCAN
Purpose or Need for service:	EMERGENCY SERVICE AGREEMENT TO PROVIDE IT SUPPORT DUE TO VACANCY OF THE CITY'S LEAD NETWORK ADMINISTRATOR
Contract Award Amount	\$50,000.00 (ANCHOR IT - \$38,000.00) & (BIFF DUNCAN (\$12,000.00))
Term of Contract	4 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.)	NJSA 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.

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\_\_\_\_\_  
Mayor's Signature\* Date \_\_\_\_\_

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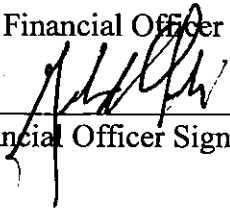
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Date \_\_\_\_\_



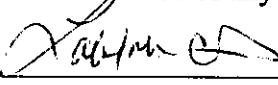
Business Administrator/Manager Signature

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

**For LGS use only:**

Approved

Denied

\_\_\_\_\_  
Date \_\_\_\_\_

Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_



DEPARTMENT OF ADMINISTRATION  
**CITY OF CAMDEN**  
NEW JERSEY

VICTOR CARSTARPHEN  
MAYOR

TIMOTHY J. CUNNINGHAM ESQ.  
BUSINESS ADMINISTRATOR  
TEL: 856-757-7150  
FAX: 856-968-4708  
EMAIL: BUSADMIN@CI.CAMDEN.NJ.US  
WEBSITE: WWW.CI.CAMDEN.NJ.US

**Inter-Office Memorandum**

**To: City Purchasing Agent**

**From: City Business Administrator**

**Date: June 15, 2023**

**RE: Emergency Procurement for IT Management**

**Summary of Need for Emergency Procurement.** In the wake of a threat actor penetrating the City's network, which compromised the personal information of over 300 individuals and which jeopardized City personnel's confidence in the ability to send and receive email, RSM US, a consulting firm, was contracted to provide Digital Forensics and Incident Response, or ensure that the threat actor no longer had the ability to access City information and provide guidance on how to mitigate the risk going forward. This response unveiled that the City's IT hardware and software are dangerously out of date, unsupported by the vendors, and extremely vulnerable to penetration by threat actors.

As part of their deployment, RSM temporarily installed Falcon, an endpoint detection and response (EDR) utility, which is owned by CrowdStrike. An EDR utility monitors devices and, using data analytics and historical behavior, detects suspicious system behavior and blocks malicious activity. On March 14<sup>th</sup>, RSM received multiple alerts from CrowdStrike Falcon that the user "racaluba" attempted to install a crypto-currency miner at least 13 times in under 30 minutes. The username "racaluba" belongs to Ray Calubayan. Due to the Falcon alert, RSM was further engaged by the City to conduct a forensic investigation focused on Calubayan. This investigation has resulted in Calubayan's separation from the City. Calubayan served as the City's Network Administrator, responsible for network integrity, security, maintenance, etc., and also served as the lead staff member of the Division of Information Technology.


**Imminent Threat to Public Health, Safety, and Welfare.**

The remaining IT staff have historically been tasked to other IT operations such as website development and maintenance and help desk support, and are unable to support or lead the City's critical need to rapidly improve and modernize its hardware and software. The City must ensure that its data and communications are secured from outside actors in order to protect countless instances of confidential information, as well as ensure its IT infrastructure is adequate to allow the City to continue serving constituents and other City-associated parties. Further, the existing level of service negatively impacts the City of Camden's ability to coordinate with Federal, State, and other local

governments, and, especially in tandem with the incredible vulnerability of out-of-date infrastructure, presents an unacceptable risk to public health, safety, and welfare in the event of an emergency.

**Request for Emergency Contract.**

Anchor IT Group is a consulting firm with personnel whose background indicates a strong history and ability to rapidly assess a public entity's current IT infrastructure, create a plan and order of operations to upgrade the infrastructure, increase information security, and ensure continuity of operations. To prevent a direct threat to the health, safety, and welfare of the City, City residents, and the entire public, I am requesting an emergency contract be entered into with Anchor IT Group for IT infrastructure modernization and project management, and Biff Duncan to provide support to Anchor IT Group as needed and requested by the City of Camden. The emergency contract should stay in place until October 20, 2023 or the date the City awards a contract under a fair and open public bid that will be released for the solicitation of proposals next week, whichever is sooner.



---

Timothy J. Cunningham, City Administrator

R-8

DB:dh  
07-11-23

**RESOLUTION AWARDING OF CONTRACT TO DIRECT ENERGY BUSINESS  
MARKETING, LLC FOR THE PROVISION OF NATURAL GAS SUPPLY SERVICES  
UNDER THE SOUTH JERSEY POWER COOPERATIVE**

WHEREAS, there exists a need to procure retail natural gas services; and

WHEREAS, the County of Camden, on behalf of the South Jersey Power Cooperative, publicly advertised (Bid A-44/2022) for the purpose of procuring natural gas for its participating government members; and

WHEREAS, the County of Camden has determined Direct Energy Business Marketing, LLC was the lowest responsible bidder for the provision of natural gas services under the South Jersey Power Cooperative; and

WHEREAS, the City of Camden, as a participating government entity, is required to encumber funds in accordance with law and award a similar contract for its needs to the appropriate natural gas service supplier as described herein, in accordance with the terms and conditions for the aforementioned bid; and

WHEREAS, the City of Camden, hereby authorizes the award of a contract directly with Direct Energy Business Marketing, LLC, in the amount not to exceed EIGHTY THOUSAND DOLLARS (\$80,000.00); 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 adopted budget of the City of Camden under line item "3-01-E6-436-905" 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 Direct Energy Business, LLC under the South Jersey Power Cooperative Bid A-44/2022 for retail natural gas services, in the amount of EIGHTY THOUSAND DOLLARS (\$80,000.00), 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: July 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: DIRECT ENERGY

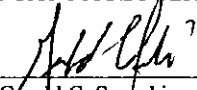
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-E6-436-905  
AMOUNT: \$80,000.00
- 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: \$80,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED :  
RESOLUTIONAWARDING A CONTRACT TO DIRECT ENERGY BUSINESS  
MARKETING FOR HE PROVISION OF NATUAL GAS SUPPLY SERVICES UNDER THE  
SJ POWER COOPERATIVE.

  
\_\_\_\_\_  
Gerald C. Seneski  
*Director of Finance*  
Date: 6/22/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 07/11/2023

TO: City Council  
FROM: Timothy J. Cunningham, Business Administrator

### TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AWARDING A CONTRACT TO DIRECT ENERGY BUSINESS MARKETING FOR THE PROVISION OF NATURAL GAS SUPPLY SERVICES UNDER THE SJ POWER COOPERATIVE

Point of Contact:	Lateefah Chandler	Administration	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				
Qualified Purchasing Agent	Y	<i>Lateefah Chandler</i>	6/22/2023	
Director of Finance	Y	<i>[Signature]</i>	6/22	

Approved by: \_\_\_\_\_  
 Business Administrator *[Signature]* 6/20  
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.***

Received by: \_\_\_\_\_ JUN 30 2023  
 City Attorney *[Signature]* \_\_\_\_\_  
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 DIRECT ENERGY BUSINESS MARKETING FOR THE PROVISION OF NATURAL GAS SUPPLY SERVICES UNDER THE SJ POWER COOPERATIVE**

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

- SJ Power Cooperative received submissions to Bid A-44/2022 on September 13, 2022 for retail natural gas
- Includes approximately 88 county and local government
- Two bids received and Direct Energy business Marketing provided the lowest price
- Service price of \$12.6404/dth bid price ends November 30, 2023

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$80,000.00**

**APPROPRIATION NUMBER: 3-01-E6-436-905**

**IMPACT STATEMENT:**

- Direct Energy will provide the delivery and distribution of natural gas at this competitive group rate.
- There are approximately 13 outlying city facilities that use retail natural gas

**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	DIRECT ENERGY BUSINESS MARKETING, LLC
Purpose or Need for service:	PROVIDE RETAIL NATURAL GAS TO APPROXIMATELY 13 LOCATIONS
Contract Award Amount	\$80,000.00
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.)	NJSA 40A:65-4
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 *clw*

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.	23-00929

S H I P T O	OFFICE OF THE FINANCE DIRECTOR DEPARTMENT OF FINANCE ROOM 213, CITY HALL CAMDEN, NJ 08101-5120
V E N D O R	VENDOR #: DIREC06
	DIRECT ENERGY BUSINESS P. O. BOX 32179 NEW YORK, NY 10087-2179

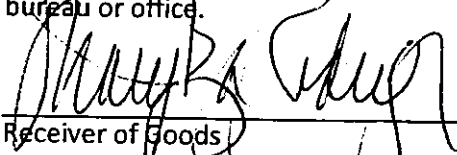
ORDER DATE: 04/21/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	NATURAL GAS AND ELECTRIC NATURAL GAS AND ELECTRIC NATURAL GAS AND ELECTRIC UTILITY ACCOUNTS OF CAMDEN (CITY WIDE) FOR ALL AGENCIES PUBLIC WORKS, FIRE (BUILDING) 2023 MAY 2023 Jan - Dec	3-01-E6-436-905	75,000.0000	75,000.00
			TOTAL	75,000.00

Approved:

  
 Department Head \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

  
 Receiver of Goods \_\_\_\_\_ Date 5/25/23

**FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU**

**RESOLUTION AUTHORIZING AN AGREEMENT (BID A-44/2022), BY AND BETWEEN THE COUNTY OF CAMDEN (DIVISION OF PURCHASING) AND DIRECT ENERGY BUSINESS MARKETING, LLC AND UGI ENERGY SERVICES, FOR THE PROVISION OF NATURAL GAS SUPPLY SERVICES UNDER THE SOUTH JERSEY POWER COOPERATIVE**

WHEREAS, the County of Camden, as the Lead Agent for the South Jersey Power Cooperative (SJPC), received and opened publicly advertised Bid A-44/2022 on September 13, 2022 at 11:30 A.M., Prevailing Time for the Supply and Delivery of Natural Gas to Various South Jersey Power Cooperative Locations; and

WHEREAS Two (2) bids were received; and

WHEREAS, as the Lead Agency for the South Jersey Power Cooperative, the County has determined Direct Energy Business Marketing, LLC, is the lowest responsible bidder in accordance with the attached schedule, and at the term provided herein, at the dekatherm prices listed in Direct Energy Business Marketing, LLC Proposal for Bid A-44/2022; and

WHEREAS, as the Lead Agency for the South Jersey Power Cooperative, the County has determined UGI Energy Services, is the lowest responsible bidder in accordance with the attached schedule, and at the term provided herein, at the dekatherm prices listed in UGI Energy Services Proposal for Bid A-44/2022; and

WHEREAS funding for this purpose (Camden County's needs) shall be contingent upon the availability and appropriation of sufficient funds for this purpose in the County's permanent 2022 Permanent Budget and 2023 Temporary and/or Permanent Budgets and shall be encumbered at the aforementioned rates to the limit of the County's budget line item appropriation in accordance with N.J.A.C. 5:30-5.5(b)(2); and

WHEREAS each participating government entity in the South Jersey Power Cooperative, shall be responsible for insuring the availability and appropriation of sufficient funds with respect to this award in accordance with law; now, therefore,

BE IT RESOLVED by the Camden County Board of Commissioners that, contingent upon the funding as set forth above, the bid of Direct Energy Business Marketing, LLC, 194 Wood Avenue South, 2<sup>nd</sup> Floor, Iselin, New Jersey 08830, for Bid A-44/2022, for Supply and Delivery of Natural Gas to Various South Jersey Power Cooperative Locations, as the lowest responsible bidder in accordance with the attached schedule, at the dekatherm prices listed in Direct Energy Business Marketing, LLC Proposal for Bid A-44/2022, at the dekatherm prices listed in Direct Energy Business Marketing, LLC Proposal for Bid A-44/2022, be and the same is hereby approved and awarded; and

BE IT FURTHER RESOLVED by the Camden County Board of Commissioners that, contingent upon the funding as set forth above, the bid of UGI Energy Services, One Meridian Boulevard, Suite 2C01, Wyomissing, PA 19610, for Bid A-44/2022, for Supply and Delivery of Natural Gas to Various South Jersey Power Cooperative Locations, for as the lowest responsible bidder in accordance with the attached schedule, at the dekatherm prices listed in at the dekatherm prices listed in UGI Energy Services Proposal for Bid A-44/2022, be and the same is hereby approved and awarded; 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

BE IT FURTHER RESOLVED that each Participating Government Entity shall encumber funds in accordance with law and shall award a similar contract for its needs with Direct Energy Business Marketing, LLC and with UGI Energy Services, for Bid A-44/2022, as appropriate, in accordance with the aforementioned terms and conditions.

LJP:amf

#8658

Z:\Files-Gen\Coop. Pricing\SJPC\Nat. Gas - 2022  
Res. auth. Bid A-44/2022 - 12 Mos. - Direct Energy Bus.  
Marketing & UGI Energy Services - Auth. 9-13-22

DB:dh  
07-11-23

**RESOLUTION AWARDING A CONTRACT TO AXIS DEFENSE GROUP  
FOR SECURITY GUARD SERVICES FOR TWO YEARS**

WHEREAS, the Council of the City of Camden authorized the Purchasing Agent to receive sealed proposals and bids on July 5, 2023 in the Council Chambers, City Hall, Camden, New Jersey to provide, security guard services for the City of Camden for two (2) years; and

WHEREAS, one (1) bid and proposal was received on July 5, 2023; and

WHEREAS, the Purchasing Agent and the Business Administrator have recommended to the Council of the City of Camden, that the Council award a contract to AXIS DEFENSE GROUP, to provide, security guard services for the City of Camden in the amount of TWO HUNDRED TWO THOUSAND THREE HUNDRED AND ONE DOLLAR (\$202,301.00); 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 adopted budget line of the City of Camden under line item "3-01-E7-800-908; 4-01-E7-800-908", 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 City Council award a contract to AXIS DEFENSE GROUP, for an amount not to exceed TWO HUNDRED TWO THOUSAND THREE HUNDRED AND ONE DOLLAR (\$202,301.00), for two (2) years 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: July 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: AXIS DEFENSE GROUP

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-E7-800-908 (\$101,150.50) 4-01-E7-800-908 (\$101,150.50)

AMOUNT:

- APPROPRIATION RESERVE:

AMOUNT: \$

- DEDICATED BY RIDER:

AMOUNT: \$

- RESERVE FOR STATE AND FEDERAL GRANT: (

AMOUNT; \$,

- CAPITAL ORDINANCE

AMOUNT: \$

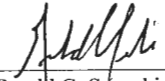
- TRUST ACCOUNT:

AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: (\$201,150.50)

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AWARDING A CONTRACT TO AXIS DEFENSE GROUP FOR SECURITY GUARD SERVICES FOR TWO YEARS.

  
\_\_\_\_\_  
Gerald C. Seneski  
Director of Finance  
Date: 7/7



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM


COUNCIL MEETING DATE: 07/11/2023

TO: City Council  
FROM: Timothy J. Cunningham, Business Administrator

## TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AWARDING A CONTRACT TO AXIS DEFENSE GROUP FOR SECURITY GUARD SERVICES FOR TWO YEARS

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				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent	Y			
Director of Finance			7/7	


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

JUL 10 2023

<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 AXIS DEFENSE GROUP FOR SECURITY GUARD SERVICES FOR TWO YEARS**

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

- The City's current vendor, PAA Consulting d/b/a Soma Security terminated their two-year contract as of June 30, 2023.
- The City requires immediate security guard service for the 2023 pool season, city facilities and upcoming Code Blue season.
- Currently using Axis Group to provide the needed service during the solicitation and award process.
- Axis Defense Group hourly rate \$26.50; OT rate \$39.75

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** 202,307.00

**APPROPRIATION NUMBER:** 3-01-E7-800-908 (\$101,150.50) & 4-01-E7-800-908 (\$101,150.50)

**PROCUREMENT:** BID #23-10

**IMPACT STATEMENT:**

- Without the service, the City would have to close the pools earlier.

**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	AXIS DEFENSE GROUP
Purpose or Need for service:	SECURITY GUARD SERVICES FOR CITY OF CAMDEN
Contract Award Amount	\$202,301.50
Term of Contract	24 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.)	Bid #23-10
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.

  
\_\_\_\_\_  
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 \_\_\_\_\_

# 23-10 - SECURITY GUARD SERVICES FOR THE CITY OF CAMDEN FOR TWO (2) YEARS

Opening Date: June 23, 2023 12:00 PM

Closing Date: July 6, 2023 11:00 AM

## Vendor Details

Company Name: Axis Defense Group, LLC  
Address: 422 Millbridge Road  
Clementon, Florida 08628  
Contact: Eddie Edwards  
Email: eedwards@axisdefensegroup.com  
Phone: 954-249-2934  
Fax: 954-742-5811  
HST#: [REDACTED]

## Submission Details

Created On: Monday July 03, 2023 12:02:19  
Submitted On: Wednesday July 05, 2023 17:31:48  
Submitted By: Eddie Edwards  
Email: eedwards@axisdefensegroup.com  
Transaction #: 9fdff6d2-c988-4d3a-b0dd-72a410e968b5  
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.

**Bid Price Sheet**

The City believes that the below estimated hours are a reasonably accurate estimate; however, the actual quantity may be more or less than the estimate, and shall not be the basis for any change in the contract per unit price.

THE BIDDER INSERTS THE HOURLY RATES OF REGULAR AND OVERTIME/ FEDERAL HOLIDAY RATE THAT WILL BE CHARGED TO THE CITY OF CAMDEN. (RATES FOR OVERTIME SHALL NOT EXCEED 1 1/2 TIMES THE HOURLY RATE(S)).

SECURITY GUARDS SHALL BE PAID FOR ONLY THOSE HOURS THAT GUARD SERVICE IS PERFORMED.

THE CITY OF CAMDEN WILL DETERMINE WHEN THE HOURLY RATES OF OVERTIME WILL APPLY. VENDOR SHOULD HAVE ENOUGH STAFF TO ENSURE NO SECURITY GUARD WILL WORK MORE THAN 40 HOURS IN A ONE WEEK PERIOD. OVERTIME WILL NOT BE PAID UNLESS AUTHORIZED IN ADVANCE BY THE CITY OF CAMDEN.

THE ALL INCLUSIVE HOURLY RATE (BOTH REGULAR AND OVERTIME) MUST CONTAIN ALL DIRECT AND INDIRECT COSTS. NO ADDITIONAL FESS OR COSTS SHALL BE CHARGED ON TOP OF THE ALL INCLUSIVE HOURLY RATE PER GUARD

Contract Year	Regular Rate per Hour *	Regular Multiplier Hours (More or Less)	Total	Overtime Rate Per Hour *	Overtime Multiplier Hours (More or Less)	Total	Grand Total
Year 1	\$26.5000	3592	\$ 95,188.00	\$39.7500	150	\$ 5,962.50	<del>\$ 667,558,450.00</del> 101,150 <sup>5</sup>
Year 2	\$26.5000	3592	\$ 95,188.00	\$39.7500	150	\$ 5,962.50	<del>\$ 667,558,450.00</del> 101,150 <sup>5</sup>
Subtotal:							\$ 202,301.00

**Summary Table**

Bid Form	Amount
Bid Price Sheet	\$ 202,301.00
Subtotal Contract Amount:	\$ 202,301.00

**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.

Bidder to answer questions as appropriate.

Bidder hereby declares and acknowledges that they have carefully examined and fully understands the specifications, Scope of Work and form of Advertisement in connection herewith and is familiar with conditions thereof. (Yes or No) Yes

EXTERNAL E-MAIL



The State of New Jersey  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF STATE POLICE

License Number: 1922  
Date of Expiration: 10/20/2021

### Security Company License

This is to Certify, pursuant to the provisions of Title 17,  
Chapter 19A of the Revised Statutes, and supplements and amendments  
thereto,

Corp Name: **Axis Defense Group LLC**

Trading As:

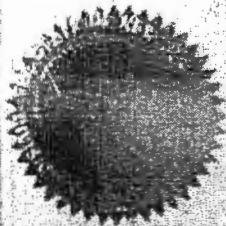
on **October 20, 2021**

has been duly licensed as a Security Company located at:

**422 Millbridge Road, Clementon, NJ 08021**

For the term of two years from the issued date of this license

In Witness Whereof, the New Jersey Division  
of State Police has caused this certificate to be  
signed and the official seal affixed



A handwritten signature in black ink, appearing to read 'David J. Collier'.

\_\_\_\_\_  
Commissioner  
New Jersey State Police



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:                    AXIS DEFENSE GROUP LLC  
Trade Name:  
Address:                            428 CREST AVENUE  
  ELKINS PARK, PA 19027  
Certificate Number:               2644223  
Effective Date:                    October 18, 2021  
Date of Issuance:                 June 30, 2023

For Office Use Only:  
20230630121406719

DB:dh  
07-11-23

R-10

**RESOLUTION AMENDING RESOLUTION #12 (MC-23:8995) TO INCREASE MUNICIPAL LIEN APPLIED DUE TO EMERGENCY DEMOLITION OF 937-939, 941 & 943 SOUTH 4<sup>TH</sup> STREET, BLOCK 244, LOTS 31-33, AND STUCCOING THE WALL OF 945 SOUTH 4<sup>TH</sup> STREET BY \$25,000.00**

WHEREAS, the City Council of the City of Camden by Resolution #12 (MC-23:8995) dated June 13, 2023 authorized ratifying the emergency procurement and payment to Caravella Demolition Inc., for the demolition of 937-939, 941 & 943 South 4<sup>th</sup> Street; and

WHEREAS, the amount of the emergency procurement and payment to Caravella Demolition Inc. was for One Hundred Forty-Eight Thousand Dollars (\$148,000.00); and

WHEREAS, it is necessary to amend Resolution #12, in order to increase the municipal lien amount by \$25,000.00 for additional work needed including hand demolition to separate the joined party wall between 937 and 935 S. 4<sup>th</sup> Street and the stuccoing and waterproofing repair of the wall of 945 South 4<sup>th</sup> Street; 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 adopted budget account of the City of Camden under line item "3-01-E6-700-908", 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 Resolution #12 (MC-23:8995) regarding Caravella Demolition Inc. is amended to increase the municipal lien amount by \$25,000.00 for the additional work needed, and therefore the total amount of the lien \$173,000.00.

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: July 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: CARAVELLA DEMOLITION

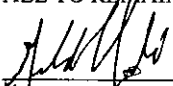
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-E6-700-908  
AMOUNT:\$25,000.00
- 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: \$173,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AMENDING RES #12 FOR ADDITIONAL WORK NEEDED TO SEPARATE THE JOINED PARTY WALL (HAND DEMOLITION) BETWEEN 937 AND 935 S. 4TH ST. INCLUDING STUCCO AND WATERPROOFING REPAIR OF THE WALL TO REMAIN AT 935 S. 4TH ST.

  
\_\_\_\_\_  
Gerald C. Seneski  
Director of Finance  
Date: 6/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 07/11/2023

TO: City Council  
FROM: Timothy J. Cunningham, Business Administrator

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AMENDING RESOLUTION #12:MC TO INCREASE MUNICIPAL LIEN APPLIED DUE TO EMERGENCY DEMOLITION OF 937-939, 941 & 943 SOUTH 4<sup>TH</sup> STREET, BLOCK 244, LOTS 31-33, AND STUCCOING THE WALL OF 945 SOUTH 4<sup>TH</sup> STREET BY \$25,000.00**

Point of Contact: Lateefah Admin-Purchasing 856-757-7475 lachandl@ci.camden.nj.us  
Chandler

Name	Department- Division- Bureau	Phone	Email
Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us

### ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent	Y		6/24/2023	
Director of Finance	Y		6/23	

Approved by:  
Business Administrator

Signature 6/26  
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 JUN 30 2023  
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 AMENDING RESOLUTION #12:MC TO INCREASE MUNICIPAL LIEN APPLIED DUE TO EMERGENCY DEMOLITION OF 937-939, 941 & 943 SOUTH 4<sup>TH</sup> STREET, BLOCK 244, LOTS 31-33, AND STUCCOING THE WALL OF 945 SOUTH 4<sup>TH</sup> STREET BY \$25,000.00**

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

- Ratify the emergency bid and payment of same to Caravella Demolition, Inc., 40 Deforest Avenue, East Hanover, NJ 07936 for the emergency demolition of 937-939, 941 & 943 South 4<sup>th</sup> Street, Block 244, Lots 31-33, along with stuccoing wall of 945 South 4<sup>th</sup> Street.
- Additional work needed due to hand demolition to separate the joined party wall between 937 and 935 s. 4th st. Including stucco and waterproofing repair of the wall to remain at 935 s. 4th st
- The City of Camden Code will impose a municipal lien against these properties for the amount of the costs incurred by the City for demolition, stuccoing, and removal of debris and final restoration and grading of the property.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$25,000.00**

**APPROPRIATION NUMBER: 3-01-E6-700-908**

**IMPACT STATEMENT:**

- ER Demolition work started 5/17/2023

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

**Prepared by: LATEEAH CHANDLER**

**856-757-7159**

---

Name

Phone/Email

**CAMDEN CITY**

520 MARKET STREET  
 P O, BOX 95120  
 CAMDEN, NJ 08101-5120  
 TEL (856)757-7000

REQUISITION	
NO.	23-01986

SHIP TO	DEPT OF PUBLIC WORKS 101 NEWTON AVENUE CAMDEN, NJ 08103 ATTN: ANGELA WATKINS
	VENDOR #: CAR96 CARAVELLA DEMOLITION, INC. 40 DEFOREST AVENUE EAST HANOVER, NJ 07936

ORDER DATE: 06/15/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

*CR*

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00 EA	ADDITIONAL WORK HAND DEMOLITION TO SEPARATE THE JOINED PARTY WALL BETWEEN 937 AND 935 S. 4TH ST. INCLUDING STUCCO AND WATERPROOFING REPAIR OF THE WALL TO REMAIN AT 935 S. 4TH ST.	3-01-E6-700-908	25,000.0000	25,000.00
			TOTAL	25,000.00

*le.*  
*6/20/2023*

CITY OF CAMDEN  
PURCHASING BUREAU  
2023 JUN 19 PM 3:00

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]* 6-15-23  
 Department Head Date

*[Signature]* 6/15/23  
 Receiver of Goods Date

**FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU**

**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	CARAVELLA DEMOLITION
Purpose or Need for service:	ADDITIONAL WORK NEEDED DUE TO HAND DEMOLITION TO SEPARATE THE JOINED PARTY WALL BETWEEN 937 AND 935 S. 4TH ST. INCLUDING STUCCO AND WATERPROOFING REPAIR OF THE WALL TO REMAIN AT 935 S. 4TH ST
Contract Award Amount	\$25,000.00
Term of Contract	~10 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.)	NJSA 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.

\_\_\_\_\_  
Mayor's Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 Date \_\_\_\_\_  
Certifying Officer

**For LGS use only:**

Approved  Denied

\_\_\_\_\_  
Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

## Lateefah Chandler

---

**From:** James Rizzo  
**Sent:** Thursday, June 15, 2023 7:31 AM  
**To:** 'Stacy Kelly'; Lateefah Chandler  
**Cc:** John Caravella; Dina Caravella; Joe Bellardino; Carla Gilfoy  
**Subject:** RE: ER Demolition - 937-943 South 4th Street and Stucco Repair at 945 South 4th Street

To all,

I am approving an additional payment of \$25,000.00 as a **Change Order** for the additional stucco and waterproofing of the party walls, not included in the original Contract price.

Regards,

*JAMES R RIZZO, CONSTRUCTION OFFICIAL  
520 MARKET ST  
BUILDING BUREAU, ROOM 403  
CITY HALL, CAMDEN NJ 08102  
JARIZZO@CI.CAMDEN.NJ.US*

**From:** Stacy Kelly <StacyK@caravellademo.com>  
**Sent:** Tuesday, June 13, 2023 4:12 PM  
**To:** Lateefah Chandler <LaChandl@ci.camden.nj.us>; James Rizzo <JaRizzo@ci.camden.nj.us>  
**Cc:** John Caravella <JohnC@caravellademo.com>; Dina Caravella <DinaC@caravellademo.com>; Joe Bellardino <JoeB@caravellademo.com>; Carla Gilfoy <CarlaG@caravellademo.com>  
**Subject:** ER Demolition - 937-943 South 4th Street and Stucco Repair at 945 South 4th Street

Good Afternoon – the attached is change order request for the unforeseen condition that 937 and 935 South 4<sup>th</sup> Street shared a party wall and needed to be separated by hand methods. Included in this request for the waterproofing and repair to the wall at 935 South 4<sup>th</sup> Street.

**Caravella Demolition, Inc. has been chosen by the New Jersey Land Improvement Contractors of America (LICA) as the recipient of their 2021 and 2022 Safety Award.**

Stacy Kelly  
Caravella Demolition, Inc.  
40 Deforest Avenue  
East Hanover NJ 07936  
973-884-4900  
Fax ~ 973-240-7412  
Cell ~ 973-903-7634





Request for Additional Monies Due to a Unknown Joined Party Wall

June 13, 2023

Lateefah Chandler, QPA  
Purchasing Agent  
City of Camden  
520 Market Street  
Camden, NJ 08101

Dear Ms. Chandler

Additional Work Proposal for Hand Demolition to Separate the Joined Party Wall between 937 and 935 South 4<sup>th</sup> Street

Caravella Demolition, Inc. agrees to provide Labor, Equipment and Materials for the following:

- Labor, Materials and Equipment to Hand Demolish the unforeseen adjoining party wall shared by 937 and 935 South 4<sup>th</sup> Street. This pricing includes Stucco and Waterproofing Repair of the Wall to Remain at 935 South 4th Street.

Total Additional Work - \$38,400.00 *25,000.00*

**Caravella Demolition Inc.**

**City of Camden**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DB:dh  
07-11-23

**RESOLUTION APPROVING THE ESTABLISHMENT OF A LIST OF PREQUALIFIED  
ENGINEERING FIRMS FOR THE PROVISION OF PROFESSIONAL ENGINEERING  
SERVICES TO BE ASSIGNED AS NEEDED FOR A PERIOD OF ONE YEAR**

WHEREAS, in accordance with Local Public Contract Law, the Purchasing Agent advertised for receipt of Request for Qualification (RFQ) for firms interested in being pre-qualified to provide engineering services to the City of Camden; and

WHEREAS, the advertisement resulted in TBD responsive firms and TBD proposals were received; and

WHEREAS, the committee narrowed the selection of proposals down to TBD firms as being pre-qualified; and

WHEREAS, the Purchasing Agent of the City of Camden will request the selected eight (8) prequalified firms provide a proposal for any projects that arise for professional engineering services and one will be assigned to the project; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the City is hereby authorized to approve the establishment of the prequalified engineering firms to provide professional engineering services on an as needed basis for a period of one (1) year.

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: July 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

DB:dh  
07-11-23

**RESOLUTION APPROVING THE ESTABLISHMENT OF A LIST OF PREQUALIFIED  
ENGINEERING FIRMS FOR THE PROVISION OF PROFESSIONAL ENGINEERING  
SERVICES TO BE ASSIGNED AS NEEDED FOR A PERIOD OF ONE YEAR**

WHEREAS, in accordance with Local Public Contract Law, the Purchasing Agent advertised for receipt of Request for Qualification (RFQ) for firms interested in being pre-qualified to provide engineering services to the City of Camden; and

WHEREAS, the advertisement resulted in 16 responsive firms and 16 proposals were received; and

WHEREAS, the committee narrowed the selection of proposals down to 6 firms as being pre-qualified as listed below:

Alaimo Group; Colliers Engineering & Design, Inc.; CME Associates;  
Pennoni Associates; Remington & Vernick; and Suburban Consulting Engineers; and

WHEREAS, the Purchasing Agent of the City of Camden will request the selected six (6) prequalified firms provide a proposal for any projects that arise for professional engineering services and one will be assigned to the project; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the City is hereby authorized to approve the establishment of the prequalified engineering firms to provide professional engineering services on an as needed basis for a period of one (1) year.

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: July 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: 07/11/2023

TO: City Council
FROM: Timothy J. Cunningham, Business Administrator

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION APPROVING THE ESTABLISHMENT OF A LIST OF PREQUALIFIED ENGINEERING FIRMS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES TO BE ASSIGNED AS NEEDED FOR A PERIOD OF ONE YEAR

Point of Contact: Lateefah Admin-Purchasing 856-757-7475 lachandl@ci.camden.nj.us
Chandler

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

ENDORSEMENTS

Recommend Approval (Y/N) Signature Date Comments

Responsible
Department Director
Supporting Department
Director (if necessary)
Grants Management

Qualified Purchasing Agent
Director of Finance

Handwritten signatures and dates for Qualified Purchasing Agent and 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)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.

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION APPROVING THE ESTABLISHMENT OF A LIST OF PREQUALIFIED ENGINEERING FIRMS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES TO BE ASSIGNED AS NEEDED FOR A PERIOD OF ONE YEAR**

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

- In accordance with Local Public Contract Law the City, through the Purchasing Agent, advertised for receipt of Request for Qualifications (RFQ) for firms interested in being prequalified to provide engineering services to the City.
- **Alaimo Group**, Mt. Holly, NJ; **Colliers Engineering & Design, Inc**, Mt. laurel, NJ; **CME Associates**, Camden, NJ; **Pennoni Associates**, Philadelphia, PA; **Remington & Vernick**, Cherry Hill, NJ; **Suburban Consulting Engineers**, Flanders, NJ
- The advertisement resulted in sixteen (16) firms responsive proposals. The City chose to narrow the selection to six (6) firms. These firms will serve as the City of Camden's list of Pre-Qualified Engineers and as projects and needs arise for professional engineering services in the next year each will be asked to provide a proposal for that project and one will be assigned to the task(s) needed.
- These firms will serve as the City of Camden's list of Pre-Qualified Engineers and as projects and needs arise for professional engineering services in the next year each will be asked to provide a proposal for that project and one will be assigned to the task(s) needed.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: N/A**  
**APPROPRIATION NUMBER: AS NEEDED SERVICES FOR CY2023 & 2024**  
**PROCUREMENT: RFP 23-09**

**IMPACT STATEMENT:**

- N/A

**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	VARIOUS
Purpose or Need for service:	LIST OF PREQUALIFIED ENGINEERS
Contract Award Amount	N/A
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.)	RFP #23-09
Were other proposals received? If so, please attach the names and amounts for each proposal received?	YES – SEE ATTACHED

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.

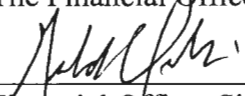
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\_\_\_\_\_  
Mayor's Signature\* Date \_\_\_\_\_

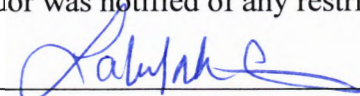
\_\_\_\_\_  
Business Administrator/Manager Signature Date \_\_\_\_\_

\_\_\_\_\_  
\*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 7/10/2023

***For LGS use only:***

Approved  Denied

\_\_\_\_\_  
Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

**CITY OF CAMDEN**  
BUREAU OF PURCHASING  
CITY HALL – ROOM 213  
P.O. BOX 95120  
CAMDEN, NEW JERSEY 08010-5120  
856-784-3037  
856-541-9668 (FAX)

**RFP RESULTS**

**RFQ #23-09**

**RFP NAME: FOR AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR**

**RFQ DUE: THURSDAY, JUNE 8, 2023 @ 11:00 A.M**

VENDOR
ALAIMO GROUP MOUNT HOLLY, NJ
BRIGHT VIEW ENGINEERING LIVINGSTON, NJ
BURCHART HORN, INC. MARLTON, NJ
CME ASSOCIATES CAMDEN, NJ
COLLIERS ENGINEERING & DESIGN, INC. MOUNT LAUREL, NJ
D&B/GUARINO ENGINEERS, LLC TREVOSE, PA
DYNAMIC TRAFFIC, LLC LAKE COMO, NJ
ENVIRONMENTAL RESOLUTIONS, INC. MOUNT LAUREL, NJ
FRENCH & PARRELLO ASSOCIATES WALL, NJ
KS ENGINEERS, P.C. NEWARK, NJ
LSEA CORPORATION CHERRY HILL, NJ
MKW + ASSOCIATES, LLC RUTHERFORD, NJ
PENNONI ASSOCIATES INC. PHILADELPHIA, PA



REMINGTON & VERNICK ENGINEERS II, INC. CHERRY HILL, NJ
SUBURBAN CONSULTING ENGINEERS, INC. FLANDERS, NJ
T&M ASSOCIATES MOUNT LAUREL, NJ

Results are for information purpose **only**.

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# 23-09 - AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR PERIOD OF ONE (1) YEAR

Opening Date: May 11, 2023 3:30 PM

Closing Date: June 8, 2023 11:00 AM

## Vendor Details

Company Name: Alaimo Group  
Does your company conduct  
business under any other name? If  
yes, please state: Richard A. Alaimo Associates  
Address: 200 High Street  
Mount Holly, New Jersey 08060  
Contact: Donna Barnett  
Email: dbarnett@alaimogroup.com  
Phone: 609-267-8310 212  
Fax: 609-845-0300  
HST#: [REDACTED]

## Submission Details

Created On: Thursday May 11, 2023 15:56:00  
Submitted On: Monday June 05, 2023 15:36:06  
Submitted By: Donna Barnett  
Email: dbarnett@alaimogroup.com  
Transaction #: f2988026-1561-4944-868a-d0ca36780682  
Submitter's IP Address: 23.24.72.108

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**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.

**Cost Proposal - Hourly Rate**

List applicable hourly rates associated with the "key personnel" who would provide the services listed in "Section 1.0 SCOPE AND CATEGORIES OF PROFESSIONAL SERVICES" portion of this RFP.

Respondent may add additional rows as necessary.

Proposers shall include billing rates for key personnel and any fee escalators. The fee proposal shall, if applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The city seeks a fee schedule to include in the as-needed professional services agreement to ensure the predictability of costs.

Position/Title *	Hourly Rate *
Principal	225
Senior Associate	220
Associate	215
Architect	220
Senior Project Engineer	210
Project Engineer	205
Senior Project Planner	210
Project Planner	205
Senior Project Manager	205
Project Manager	200
Designer-CAD	165
Surveying-Supervisor	170
Surveying-Chief	170
Surveying-Fieldman	165
Field Representative-Supervisor	170
Field Representative	160
Administrative Assistant	100
Mileage	65.5 cents per mile
AutoCAD	20
Robotic Total Station	40
Global Positioning System	60

**Cost Proposal - Reimbursable Expenses**

If applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The city seeks a fee schedule to include in the as-needed professional services agreement to ensure the predictability of costs.

Methodology of Reimbursable Expenses



*Alaimo Group  
Consulting Engineers*

## **Technical/Management Approach**

Alaimo Group provides an ongoing internal Quality Assurance/Technical Review of all major projects. The project team is primarily responsible to provide an independent review of the project to ensure that the data collected is adequate and appropriate; that all existing and innovative technology is considered; and that a sound, practical, cost-effective engineering approach has been applied to solve specific problems. Richard A. Alaimo, President, and other senior staff members with a broad range of technical and management skills focus their collective experience on the project.

The daily administration of the project would be under the direction of the Project Manager. All major policy decisions are made in consultation with the Lead Engineer and the Principal-in-Charge. This mode of operation is utilized throughout the planning, design, and construction phases of the project. In addition, all of the design professionals are responsible to the Project Manager.

The Project Manager's specific functions include the following:

- Maintain continuous communication with the client to keep the client fully apprised of the status and progress of the project.
- Provide written monthly status reports to the client.
- Maintain a total understanding of client needs and coordinate client comments with the work performed by the engineering team.
- Coordinate the efforts of engineering personnel assigned to the various tasks and maintain vigilance over the project development.
- Meet regularly with the engineering team and provide comments regarding their performance, particularly as it affects coordination between various design disciplines.
- Comply with the project timetable.
- Coordinate staffing to meet the project schedule.
- Secure timely review of all work.
- Monitor project costs.

Alaimo's quality control process begins with the start of design and through to project completion. The Quality Assurance/Technical Review committee is the monitoring vehicle to verify compliance with design criteria and work schedule. During the design phase, alternative systems are reviewed for operating efficiency, code compliance, maintainability and cost effectiveness. To ensure the quality of the construction of the facility in accordance with the plans and specifications, the construction management group and field services departments collaborate with the client to review the work of the general contractor and subcontractors. This includes checking of shop drawings, attending field meetings, checking conformance with contract documents, reviewing the quality of construction, preparing field inspection reports, verifying contractor requisition for payment, reviewing and approving maintenance and operation manuals, and overseeing the final check-out and adjustment of all systems.

These steps, together with careful and thorough checking of construction documents done continuously during the design period, help avoid extra costs and reduce the need for change orders. The close relationship of the design team with the client ensures continued agreement of project scope and the level of quality, therefore controlling the construction costs and other aspects of the total budget. The Alaimo Group endeavors to provide its clients with completed projects, which, consistent with quality of design and materials, fulfills the intended goals of both the owner and the engineer at the lowest expense possible.

The final aspect of Alaimo's Quality Assurance Plan is what is commonly called "Value Engineering". The process involves an intensive and creative study to reduce costs while enhancing reliability and performance. This technique is used to achieve the best functional balance between cost, reliability, and performance of a product, process, system, or facility. The Value Engineering effort provides design with an additional source of engineering, construction, and operations expertise to enhance the project's design and operability. The Value Engineering efforts, when properly coordinated, will not delay work on a project's design. Successful Value Engineering involves the cooperative participation of three primary parties: The Project Owner, the Project Design Engineer, and the Value Engineering Team Coordinator (VETC). It is important that the goals of all three parties is identical: to ensure that the final design of the project represents the most efficient combination of cost, performance, and reliability. During the design, the Owner, the Engineering Project Manager, and the VETC function as a team.

Regardless of the term used, Value Engineering is a systematic, practical, pragmatic approach to the project, and a real-world evaluation of the scheme of the design and the materials and techniques to be employed in the construction of the project. To be effective, Value Engineering must rely on the adequacy of the technical design, the competence of the people reviewing the design for critical cost items, and the field gained knowledge of the resident engineer and his field services personnel to save time and money on the job. This is an ongoing process and is essential to our field services operations.

In summary, a Quality Assurance Plan which includes design review, construction management and resident field services is not a new concept. The long-term success and growth of the Alaimo Group has been due to our capability to design and manage the construction of a wide range of public works projects: highways; roads; bridges; water and wastewater plants; underground utilities; drainage systems; buildings for public use; and recreational, environmental, and special use facilities.

Alaimo Group finds the optimal solutions to our clients' needs. We do this by carefully considering our client's individual constraints and parameters, creatively analyzing all available state-of-the-art alternatives, and applying values of hard work, care and personal service. The success of our firm stems from a constant awareness of the responsibilities and trust inherent in the consultant-client relationship and reflects our ability to demonstrate innovation and professionalism in our work. We are proud of our accomplishments since our founding in 1967, and we look forward to the continued opportunity to serve our clients with our design through construction phase services.

# 23-09 - AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR PERIOD OF ONE (1) YEAR

Opening Date: May 11, 2023 3:30 PM

Closing Date: June 8, 2023 11:00 AM

## Vendor Details

Company Name: Colliers Engineering & Design, Inc.  
Address: 2000 Midlantic Drive, Suite 100  
Mount Laurel, NJ 08054  
Contact: Cindy Pepper  
Email: cindy.pepper@collierseng.com  
Phone: 856-242-2048  
HST#:

## Submission Details

Created On: Thursday June 01, 2023 12:24:18  
Submitted On: Wednesday June 07, 2023 14:27:46  
Submitted By: Cindy Pepper  
Email: cindy.pepper@collierseng.com  
Transaction #: 1a797034-f73a-4795-a927-5021ecf26117  
Submitter's IP Address: 4.15.141.18

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**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.

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**Cost Proposal - Hourly Rate**

List applicable hourly rates associated with the "key personnel" who would provide the services listed in "Section 1.0 SCOPE AND CATEGORIES OF PROFESSIONAL SERVICES" portion of this RFP.

Respondent may add additional rows as necessary.

Proposers shall include billing rates for key personnel and any fee escalators. The fee proposal shall, if applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The city seeks a fee schedule to include in the as-needed professional services agreement to ensure the predictability of costs.

Position/Title*	Hourly Rate *
Technical Director	\$210.00
Project Manager	\$205.00
Senior Project Specialist	\$195.00
Project Specialist	\$190.00
Technical Professional	\$185.00
Technical Specialist	\$180.00
Specialist	\$175.00
Senior Data Technician	\$165.00
Senior Technical Assistant	\$155.00
Technical Assistant	\$145.00
Data/Field Technician	\$135.00
Survey Crew - 1 Man w/Robotic Equipment	\$175.00
Additional Survey Crew Member	\$45.00
SUE Crew (Designating) - 1 Man	\$125.00
Additional (Designating) Member	\$45.00
SUE Crew (Locating) - 2 Man	\$185.00
Additional (Locating) Member	\$45.00
Expert Witness	\$350.00
Sr. LSRP (NJ Only)	\$250.00
LSRP (NJ Only)	\$225.00

**Cost Proposal - Reimbursable Expenses**

If applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The city seeks a fee schedule to include in the as-needed professional services agreement to ensure the predictability of costs.

Methodology of Reimbursable Expenses
General Expenses (Cost + 20%)
Subconsultant/Subcontractors (Cost + 20%)
Plotting (4.25/Each)
Computer Mylars/Colors Plots (100.00/Each)
Photocopies (0.19/Each)
Color Photocopies (2.00/Each)
Document Binding (4.00/Each)
Portable Media (100.00/Each)
Initial Digital Signature (300.00)
Additional Digital Signature (75.00/Each)
Mileage Reimbursements (0.625/Per Mile)

Successful projects begin with a well-defined scope and project-specific technical approach. This is achieved through careful listening to our clients' needs and concerns from the very start of an assignment.

Upon receipt of a project assignment, Colliers Engineering & Design will prepare a detailed project scope identifying the clients' goals and associated milestones. The scope will list key objectives of the project which will be reviewed with you and your team. Engineering disciplines such as: transportation engineering, stormwater management/hydrology, utility infrastructure engineering, surveying, structural, and landscape architecture will be identified and mobilized. Architectural and MEP services will be engaged as scope requires as well. Support services including geotechnical, subsurface utility location, permitting/regulatory, and others will be considered for inclusion. A list of permits and agency approvals will be assembled and critical path items that will require an extended duration to complete and or achieve such as regulatory permits and seasonal considerations will be identified. Time frames based upon agency permit review periods will be set out and reviewed so that all stakeholders are made aware of time frames early on in the project schedule. The client's construction budget will also be discussed and clearly defined.

Upon approval of the scope and related details by the Client, the Colliers Engineering & Design Project Manager will assemble a project work plan with the assistance of each Discipline Manager. The Discipline Manager will be responsible for drafting the details of the technical work effort including step-by-step processes, a list of applicable codes and regulations to be followed, a list of review agency permits, pertinent record documents including surveys and as-built plans, and Quality Control processes and check lists. The work plans will be implemented by the Project Manager and each requisite Discipline Manager. All work products will be checked by an independent member of the team knowledgeable in the technical discipline. Communication amongst the project team members to ensure all facets of the work are progressing in unison will be facilitated by regularly scheduled team meetings, frequency of which will be determined by the complexity of the project scope. At a minimum, each project will be reviewed and evaluated at the following milestones: 25% Planning, 50% Preliminary Design, 75% Design Completion, 90% Design Completion, 100% Design Deliverables. This review process is an integral part of Colliers Engineering & Design's Quality Control Process and is implemented on every job. Project progress will be reviewed with the Client and requisite adjustments to schedules and budgets will be discussed at each of these milestones. The final set of project documents will be reviewed with the project prior to release for public bid.

Upon submission and acceptance of a Construction Inspection and Administration contract, Colliers Engineering & Design's Construction Inspection team will complete the following tasks:

- Establish a means of communication with the City including methods for maintaining open lines of communication between all parties and establishing a means for the transfer of information.
- Review contract documents for specific work to be performed, workload and time constraints, other agency coordination, material types, and construction procedures.
- Review, analyze, and recommend the progress schedule for acceptance. The progress schedule needs to specifically show utility relocation, shop drawing milestones, and overall completion dates.



## Technical Approach

- Monitor shop drawings, create spreadsheet, coordinate field measurements, request and review material certifications, review catalog cuts, and methods of work and equipment.
- Maintaining as-builts, preparing a preliminary deficiency list.
- Participate in the final inspection of the completed work. Measure final pay items of work, prepare any final change order, if needed, and recommend approval of the contractor's final estimate of payment to the City.
- Submitting accurate and complete Red-lined as-built drawings provided by the Contractor to the City.
- Turning over all records, documents, and requested information to City at the conclusion of the project.

Upon project construction completion, the project team will assess the project in terms of success of technical approach, regulatory/permitting efficiency, design and construction budget adherence, and overall client satisfaction. Lessons learned, and suggested areas of improvement will be shared with all team members and the client in order to facilitate consistent improvement and application toward future projects.

Colliers Engineering & Design employs a proven and comprehensive approach to project management by engaging established procedures that are utilized uniformly throughout the corporate enterprise. Implementation of this approach will extend to all of our team members. Our professionals work diligently with our clients to ensure successful project delivery in compliance with the approved schedules, design, budgeting, permitting, and administration while maintaining quality standards from initial assessment through project completion.

## **OBJECTIVES**

Projects are managed in accordance with corporate procedures to ensure successful project delivery in compliance with the approved schedule, budget, and quality standards. Colliers Engineering & Design project managers operate within a team environment, and we value our clients as team members and partners. Key factors in successful project management include responsive and clear communications, a defined quality control plan, consistent monitoring of project schedules (both intermediate milestones, and final delivery), and consistent monitoring of project budgets. Keeping our clients and team members informed throughout the project life cycle is viewed as critical to overall project success.

## **STRATEGY**

Responsive and clear communication will be fostered on all projects. At a minimum, all phone calls and e-mails will be answered the same day. Emergent situations will obviously warrant more immediate response. All meetings will be documented with meeting minutes. A monthly written status report of all ongoing projects will be provided to the client. This report will be discussed at monthly status meetings.

Colliers Engineering & Design's corporate policy requires that all projects be executed in accordance with a Quality Control Plan. The assigned Project Manager will have a library of standard Colliers Engineering & Design QC plans for reference when assembling his project specific QC plan. QC checks will be completed at the following completion intervals: 30%, 70%, 90%, 100% (Final Plans and Specifications).

A project schedule will be assembled for each project. In addition to 30%, 70%, 90%, and 100% milestones, regulatory and Agency Submission milestones will be defined. At a minimum, monthly written updates will be provided to the Client. These updates will be discussed at the regularly scheduled project status meetings.

The Project Manager will be responsible for tracking project budgets. Colliers Engineering & Design's BST financial software package will assist in determining labor and expense expenditures on each project. This information will be interfaced with the initial project scope and budget approved by the Client. Colliers Engineering & Design will ask that all out of scope work required by the client be requested in writing. Our team will not engage in additional work until a written agreement has been formulated and accepted by both parties. This up-front communication is instrumental in defining expectations by both parties.

## **RISK ANALYSIS/ASSESSMENT**

During the initial review of the project scope of work a Project Risk Analysis/Assessment will be performed for selected projects. Projects that are complex, high-cost, high-risk, fast tracked or at the client's request, will undergo a risk analysis assessment. The purpose of this assessment is to identify project related impediments that may have the potential to negatively impact the schedule, budget, or both. Identifying

## Management Approach

potential problems early during the initial project life will help determine a more realistic project schedule and budget, and increase project success. Early identification of potential impacts and mitigation measures will prevent these impediments from occurring at a future date that may overwhelm project resources with devastating effects. The project manager will reach-out to the various Subject Matter Experts (SME) in the various disciplines within Colliers Engineering & Design to assist in the risk assessment.

### **PROJECT SCOPE OF WORK/CPM PROJECT SCHEDULE**

The final scope of work authorized by the client forms the baseline for the official project budget and project schedule. The project schedule is developed based on a "time-is-of-the-essence" philosophy that identifies the logical work path through all activities, thus defining the project Critical Path (Critical Path Method- CPM). The CPM schedule identifies project milestones and deliverables and reflects the approved person-hours and costs needed to complete the project based on the approved project budget (cost-loaded schedule). This cost loaded CPM schedule is updated periodically from actual time charged against the project, including project direct expenses.

# 23-09 - AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR PERIOD OF ONE (1) YEAR

Opening Date: May 11, 2023 3:30 PM

Closing Date: June 8, 2023 11:00 AM

## Vendor Details

Company Name: CME Associates  
Address: 1 Market St  
Suite 1F  
CAMDEN, nj 08102  
Contact: Judea Alexander  
Email: jbboston@cmeusa1.com  
Phone: 732-410-2651  
Fax: 856-246-1169  
HST#:

## Submission Details

Created On: Tuesday May 16, 2023 10:44:52  
Submitted On: Thursday June 08, 2023 10:55:15  
Submitted By: Judea Alexander  
Email: jbboston@cmeusa1.com  
Transaction #: 99c3a1db-ef2f-48b1-a32e-95ed1058e189  
Submitter's IP Address: 96.65.5.45

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**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** CONSULTING AND MUNICIPAL ENGINEERS LLC

**Trade Name:**

**Address:** 1460 ROUTE 9 SOUTH  
HOWELL, NJ 07731

**Certificate Number:** 2786089

**Effective Date:** October 31, 2022

**Date of Issuance:** January 03, 2023

**For Office Use Only:**

20230103100839074

**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.

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**Cost Proposal - Hourly Rate**

List applicable hourly rates associated with the "key personnel" who would provide the services listed in "Section 1.0 SCOPE AND CATEGORIES OF PROFESSIONAL SERVICES" portion of this RFP.

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Proposers shall include billing rates for key personnel and any fee escalators. The fee proposal shall, if applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The city seeks a fee schedule to include in the as-needed professional services agreement to ensure the predictability of costs.

Position/Title*	Hourly Rate*
Senior Project Manager	\$172.00
Project Manager	\$170.00
Project Leader	\$169.00
Professional Engineer	\$168.00
Senior Project Engineer	\$164.00
Project Engineer	\$144.00
Senior Design Engineer	\$132.00
Design Engineer	\$126.00
Professional Land Surveyor	\$166.00
Land Surveyor	\$148.00
Party Chief	\$126.00
Survey Technician	\$97.00
Licensed Landscape Architect	\$167.00
Senior Landscape Designer	\$150.00
Landscape Designer	\$119.00
Senior CAD Technician	\$123.00
Partner	\$175.00
Principal	\$174.00
Managing Partner/Administrative Partner	\$184.00

**Cost Proposal - Reimbursable Expenses**

If applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The city seeks a fee schedule to include in the as-needed professional services agreement to ensure the predictability of costs.

Methodology of Reimbursable Expenses



## TECHNICAL APPROACH

One of the most important elements in establishing a project approach is selecting and organizing professional technical personnel with the appropriate skill sets, experience and knowledge for a given project. CME Associates believes in and utilizes the team approach to address and successfully resolve project elements and has developed a track record of providing consistent and thorough professional services.

CME Associates' approach to properly addressing a client's requirements is based on: maintaining sensitivity to social and legal issues; a comprehensive understanding of regulatory and funding agency requirements; identifying environmental resources and regulated areas; an awareness of established and developing technologies; and an appreciation of economic constraints. The key to efficient project resolution and regulatory and permitting compliance is a thorough understanding of both the letter and spirit of the regulations, and the manner in which they are enforced. We have developed positions of mutual respect and sound working relationships with various State and Federal Agencies including NJDOT, NJDEP, HUD, NJDEP Green Acres Program, Department of Community Affairs and other funding and regulatory agencies. These working relationships enhance our ability to respond to our clients' needs, streamline delivery and manage cost.

## STATEMENT OF NEEDS AND UNDERSTANDING

It is CME's understanding that City of Camden is seeking a Professional Engineering Firm to provide "On-Call" engineering services on transportation, environmental, stormwater, management and hydrology, utility infrastructure design and engineering services for water distribution, stormwater and wastewater collection systems, surveying services, structural engineering, landscape architectural services, building architectural services and mechanical, electrical and plumbing design services. In addition, it is the intent that said firm have the necessary technical expertise and capabilities in various professional engineering disciplines, which will be administered by the City's Engineering Office. In addition, CME will provide services on an "on call" basis and will have a close working relationship with the City Engineer's Office, and other Department's deemed necessary by the City. We anticipate project assignments will be issued to CME via task orders, on a project by project basis, when requested by the City, with costs and fees rendered based on an agreed too rate schedule. CME is fully committed, have the experience, capabilities and track record of providing and delivering the above needs to the City when requested, and located within the City.

Collectively, our team possesses experts in the following technical discipline areas:

- Land Survey and Right of Way Mapping
- GIS and Information Systems Services
- Roadway and Intersection Design
- Pavement Design
- Utility Locating and Conflict Resolution Engineering
- Bridges
- Traffic Engineering & Calming
- Transportation Infrastructure and Land Use Planning
- Post Sandy Grant Program Specialist
- Structural Engineering
- Alternative Transportation Engineering
- Geotechnical Engineering
- Landscape Architecture
- Electrical Engineering
- Water / Wastewater and Sewer Utility Engineering



- Hydraulic / Hydrology / Stormwater Management Engineering
- Floodplain Management
- Federal and State Environmental Clearance Documents
- Environmental Permitting and Mitigation
- Site and Building Environmental Remediation
- Construction Management & Inspections
- Land Development Site / Civil
- Water / Wastewater Collection and Distribution
- Building Facilities including (Office, Parking Garages, Treatment Plants etc..)

### **UNDERSTANDING OF SCOPE AND NATURE OF WORK**

Based on the City's RFQ, the scope of services for this project includes performing services in the following areas: transportation, sewer, land development, facility and environmental. Such services may include, but are not limited to, investigative review, data collection, assessments, land surveying, design, testing, construction oversight, as well as environmental assessments, permitting and other environmental services. CME will, when requested by the City, perform the following work under this contact:

Provide general on-call professional engineering services when requested which may including, but not be limited to the following:

- General Civil Engineering, Structural, Geotechnical, Environmental, Hydraulic/Storm Sewer, Surveying, Transportation, Traffic Signal Design and Construction Inspection and/or Management services for City roads, bridges, sewers, buildings and other City facilities. Assignments may include field investigations, troubleshooting problems, testing, cost estimating, schematic design, design development, contract documents, permitting, inspection, bidding and negotiation (including evaluation of bids etc.) and construction administration (including inspection, shop drawing review, technical request for information etc.)
- Land Surveying services including boundary, topographic, metes and bounds, and 3D Laser Scanning Surveys;
- Transportation, land use and environmental planning, including data collection, research, and modeling;
- Building systems evaluations, including but not limited to:
  - Conducting on site investigations of asbestos containing material, heating, ventilation, air conditioning, electrical, plumbing, fire protection and control systems and making recommendations for any necessary modifications;
  - Assessing building systems for functionality, energy efficiency, environmental compliance, comfort and air quality;
  - Performing safety and code audits;
- Mechanical and electrical design services including but not limited to:
  - Preparation of plans, specifications, conceptual design, cost estimates and project manuals for various types of building mechanical and electrical systems;
  - Assistance in all aspects of the bidding process.
- Construction Management services including development of as-built plans, field inspections, project supervision in accordance with contract documents
- Construction Cost Estimating including detailed cost analysis, project evaluation, Value Engineering, construction feasibility and comparative cost review;





- Permitting services including review and evaluate permitting requirements, prepare and submit applications, correspondence, and the like to the New Jersey Department of Environmental Protection, Army Corp of Engineers, and any other applicable regulatory agency, as required.
- Licensed Site Remediation Professional (LSRP) services including, Environmental studies, research, testing, monitoring, sampling, installation of monitoring wells, geo- probe and test pit investigations associated with city facilities, construction projects, contaminated sites, underground storage tank sites, landfills on other type of suspected sub-surface impoundments.
- Attend regular, special and emergency meetings of the City, if requested;
- Attend all other meetings and bid related conferences that the City or other authorized person deems necessary;
- Attend meetings with City staff representative(s) and/or federal, state or local officials at any appropriate time in connection with the services when requested;
- Prepare and/or review of reports, permits, applications and bid documents as requested by the City, or other authorized person;
- Review of all correspondence referred by the City or other authorized person and prepares correspondence on behalf of the City, if requested;
- Interact with applicable City personnel and other governmental agencies, as required;
- Provide a range of other specialized engineering services which may be needed by a City government client;
- Provide Bid Phase services and analysis as needed if requested;
- Perform detailed, professional review and/or preparation of measured drawings and conceptual site layouts.
- When required or applicable, meet and adhere to rules and regulations of local, State or Federal Agencies when project requirements, or needs dictate;
- Provide services requested by the City, as soon as is reasonably practicable including meeting specific deadlines established by the City with professional quality, technical accuracy, and timely completion and delivery; and
- Provide other services deemed necessary and appropriate by the City.

When requested by the City, the CME Team will assemble the necessary technical experts to attend task order request meetings, visit project the site, review available project material, prepare a detailed scope of work, project approach and schedule, as well as, a fee proposal for review and approval by the City to address the specific issue, or problem at hand. Work task orders will not be advanced until authorized by the City.

### **Regulatory and Permitting Agencies**

The key to efficient project resolution and regulatory and permitting compliance is a thorough understanding of both the letter and spirit of the regulations, and the manner in which they are enforced. We have developed positions of mutual respect and sound working relationships with various bureaus of the New Jersey Departments of Environmental Protection, Transportation, Community Affairs, and other regulatory agencies. These working relationships enhance our ability to respond to our clients' needs as the environment and the associated regulations pertaining thereto grow increasingly complex. It is our understanding that some of the professional engineering services for traffic engineering projects associated with this Request for Qualifications may involve CAFRA or Pinelands jurisdiction in addition to the standard NJDEP permit applications. CME Associates is fully capable to perform the required services necessary to successfully complete same.

### **Compliance**

CME Associates will ensure the City meets all applicable laws, statutes, funding guidelines and deadlines for the projects in accordance with requirements set forth for the projects.

# Management Approach





## MANAGEMENT APPROACH

CME Associates will provide Professional Engineering consultant services to manage on-call professional engineering services and projects on behalf of the City.

This section of this Proposal presents our highly qualified and experienced Project Team.

### Project Management

CME Associates will manage projects from our Camden office. Our Project Management Team will include the CME Partners and Office Support Professionals. With our Camden office centrally located in the heart of Camden waterfront, CME has the ability to be on-site at a moment's notice. At least one member of the Project Team will be on-site at all times during critical construction activity.

The CME Team will be managed by:

- **Gregory Valesi, PE, PP, CME, CFM - Partner in Charge**

Mr. Valesi has completed numerous projects for many Municipal and County Clients and he understands the particular needs of public owners, and will be personally involved in the project. Mr. Valesi will act as the corporate officer authorized to execute agreements.

**Project Manager:** The proposed Project Manager, **Edward D'Armiento, PE, CME, CFM** has over 10 years of experience with the construction of a wide range of public infrastructure projects, including numerous road upgrades with signalized intersection improvements, utility relocations, roadway reconstruction, concrete roadway reconstruction, decorative lighting, ADA compliant pedestrian curb ramps and traffic control. It is our belief that his extensive experience will be a valuable asset to the project. **Mr. D'Armiento** is a licensed NJ Professional Engineer, and has successfully managed construction phase service projects for many Municipal and County Clients, including several projects that have been located within the City and understands the critical need for the successful completion of projects in a timely manner.

**Support Staff – Licensed/Certified Professionals:** The Project Team for Transportation Engineering will also include **Kevin Chen, PE, PTOE**, a licensed NJ Professional Engineer, who will assist with the review of Traffic Control Plans. **Mr. Chen** has 17 years of experience in preparing and reviewing Traffic Impact Studies, Traffic Control Plans, Traffic Signal Designs and MUTCD compliance. Stormwater Management and Hydrology Engineering will include **Michael Roberts, PE**, a licensed NJ Professional Engineer with over 17 years of experience, who will assist with various stormwater management and planning, permitting and other project activities. Surveying Services will include support from **Michael McGurl, PLS**, based out of our Parlin Office, who has over 35 years of experience in boundary and right-of-way surveying. Structural Engineering will include support from **Nelson Hernandez, P.E., LEED® AP**, based out of our Parlin Office, who has over 25 years of experience in planning, managing and executing all aspects of structural engineering projects. Also based out of our Camden Office will be **Karen Twisler, LLA, CPRP, LEED-AP**, with over 20 years of experience in landscape architecture and planning, offering support with landscape architectural services. **Behram Turan, PE, LSRP**, who has over 39 years of experience, is the Principal and Director of Environmental Engineering Division and will be assisting with environmental engineering. For CM/CI related projects, the proposed Resident Engineer, **Kyle Ebersole, PE** has over 6 years of experience with the construction of a wide



range of public infrastructure projects, including numerous road upgrades with signalized intersection improvements, utility relocations, roadway reconstruction, decorative lighting, ADA compliant pedestrian curb ramps and traffic control. It is our belief that his extensive experience will be a valuable asset to the projects. Mr. Ebersole has successfully completed construction phase services for many Municipal and County Clients, including several projects that have been federally funded, and understands the critical need for the successful construction of this project. Additionally, Mr. Ebersole has completed the ADA Compliance Course offered by CAIT-LPA at Rutgers University.

### **Resumes of Key Staff**

The professionals on this project team were chosen for their experience, expertise, and their ability to deliver professional and timely work products. The task leaders chosen for this assignment have proven capabilities of leading work activities and managing project personnel. The project staff and resumes are provided in Section 4 of this proposal.

Also attached is a client list with references and services provided. Within this proposal there are also examples of similar projects CME has previously observed, accompanied with a brief description of each.

We are confident that the City of Camden will find the resources and personnel at CME Associates to be highly skilled with the experience and abilities to successfully complete projects.

### **Quality Assurance/Quality Control**

CME Associates presently has an internal quality assurance program that is in compliance with the requirements of NJDOT standards relative to transportation type assignments. The quality assurance program is also applicable to all other types of projects as well as including peer review at various stages of completion, especially at the 25%, 50% and 75% completion levels. Further, all professional Staff members receive ongoing training in OSHA standards and procedures and are licensed in accordance with the State of New Jersey Professional Board, where applicable.

The objective of CME's Quality Assurance Program is to foster quality assurance and quality control (QA/QC) awareness and to promote QA/QC practices from the inception of an assignment through its completion. The goal of QA/QC is to provide services and products that meet the reasonable expectations of the Client, the requirements of the contract, and the reasonable standards of the profession.

CME's Quality Assurance Program establishes a set of guidelines for achieving technical quality control for each type of service provided by the Firm. These services include assignments, studies, reports, design, bidding documents, and construction phase services. CME's Quality Assurance Program is used in conjunction with CME's Project Management Manual to integrate both the technical and management aspects necessary to complete assignments successfully. An assignment may be judged to be successful if the following criteria are satisfied.



- Client is satisfied
- Assignment objectives are met
- Scope requirements are met
- Assignment is within budget
- Assignment schedule is met

Quality is a cornerstone of CME, and our commitment to quality will be an on-going process to allow us to achieve the highest standards. Upon project commencement, the Project Manager will develop a Project Specific Quality Assurance Plan (PSQAP) and ensure that it is adhered to throughout the project, as well as periodically check with the Owner's representatives to obtain feedback on our performance and take necessary measures to correct problems that may develop. The PSQAP will outline key areas geared to delivering a high-quality product including the understanding of issues and goals of the project; identifying the roles/responsibilities of the project team members; schedule of deliverables; task budgets; communication protocol; document control procedures; quality review procedures; and discipline disagreement resolution hierarchy. The PSQAP will be communicated to all team members, and will be closely monitored to ensure that it is strictly adhered to. Team meetings will be held to review progress, review the quality control, assess risks, identify dependent needs, resolve problems, and maintain a coordinated effort between various disciplines on the project. The PSQAP is updated and enhanced throughout the project's duration as necessary to reflect current conditions. This is an important step as CME believes keeping up-to-date and applying lessons learned throughout the process improves the overall quality of a project and reduces risk.

# 23-09 - AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR PERIOD OF ONE (1) YEAR

Opening Date: May 11, 2023 3:30 PM

Closing Date: June 8, 2023 11:00 AM

## Vendor Details

Company Name: Pennoni Associates Inc.  
Address: 1900 Market Street  
Suite 300  
Philadelphia, Pennsylvania 19103  
Contact: Bridget Murray  
Email: bmurray@pennoni.com  
Phone: 215-222-3000  
Fax: 215-222-3588  
HST#: [REDACTED]

## Submission Details

Created On: Wednesday June 07, 2023 08:38:28  
Submitted On: Wednesday June 07, 2023 15:37:10  
Submitted By: Bridget Murray  
Email: bmurray@pennoni.com  
Transaction #: 33f0bd9d-2f88-40c3-9594-0c16a97192ee  
Submitter's IP Address: 4.4.211.90

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**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.

**Cost Proposal - Hourly Rate**

List applicable hourly rates associated with the "key personnel" who would provide the services listed in "Section 1.0 SCOPE AND CATEGORIES OF PROFESSIONAL SERVICES" portion of this RFP.

Respondent may add additional rows as necessary.

Proposers shall include billing rates for key personnel and any fee escalators. The fee proposal shall, if applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The city seeks a fee schedule to include in the as-needed professional services agreement to ensure the predictability of costs.

Position/Title*	Hourly Rate*
Principal Professional	\$240
Senior Professional	\$200
Project Professional	\$185
Staff Professional	\$175
Associate Professional	\$155
Graduate Professional	\$135
Technician III	\$130
Technician II	\$120
Technician I	\$110
Survey Crew (2 person)	\$245
Survey Crew (1 person)	\$150
Senior Field Inspector/Technician	\$150
Field Inspector/Technician	\$100
Project Assistant	\$75

**Cost Proposal - Reimbursable Expenses**

If applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The city seeks a fee schedule to include in the as-needed professional services agreement to ensure the predictability of costs.

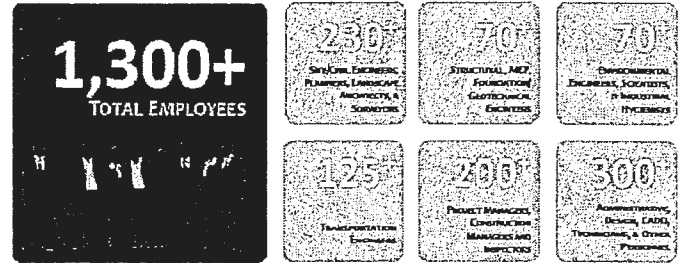
Methodology of Reimbursable Expenses
Subconsultant/Subcontractor Services: cost plus 10% Project Related Travel Expenses: cost plus 10% Field Equipment Rental, Expendable Materials/Supplies and Outside Reproduction: cost plus 10% Passenger Vehicles: per IRS rate Field Vehicles: \$100.00/day Archived Record Retrieval: \$500.00/request plus reprographic charge

# Technical Approach

Pennoni understands that the City requires the services of a qualified engineering firm to provide as-needed professional engineering services to perform various services for the City such as roadway design, storm drainage design, traffic engineering services, construction observation services, material testing and geotechnical services, surveying services, structural engineering services, and landscape architecture services. We understand the contract will be for a period of one year and actual services requested will be issued by task orders, with costs negotiated by the City.

## In House Capabilities

Pennoni offers comprehensive in-house engineering services that other firms do not. Our staff includes surveyors, planners, civil, environmental, geotechnical, structural, mechanical, electrical, and plumbing engineers, as well as landscape architects. Having expansive and diverse in-house capabilities enables the Pennoni design team to collaborate and coordinate the designs in person, on a daily basis. Our engineering disciplines have collaborated on many similar as needed engineering projects with great success.



The Pennoni team has the required experience in the City to guide the as-needed projects through their respective process. It is vital to a project schedule and budget to have an engineering company that knows the City approval process and agency design requirements. Lack of experience leads to multiple reviews and resubmissions, and ultimately delays in the project schedule.

## Emergency Response

When emergency situations arise, Pennoni has proven that we have the right people in place to respond to any situation with the right training, information, access, and equipment to respond accordingly. Pennoni teams have responded, worked side-by-side with our clients, and provided technically sound and forward-thinking solutions to get travelers safely moving again.

## Grand Challenge

Pennoni is committed to the strengthening of our infrastructure. Offering a variety of planning, design, and construction services, we believe in delivering projects that are innovative and resilient, that are cost effective throughout their duration of use, and meet stringent standards of quality. When involved in infrastructure projects, Pennoni seeks to understand the project's life cycle, considers long-term environmental factors, incorporates smart materials and processes, and employs custom solutions and approaches in pursuit of project sustainability. Across all market sectors, Pennoni works with project owners, end users, stakeholders, and teaming partners to develop solutions that help to close the ever-widening infrastructure gap, truly making Pennoni a "Partner for What's Possible."

## Methodology

The Project Manager, Joseph Raday, PE, will delegate authority and responsibility to the project team and help the team function as an integrated unit. His duties will include troubleshooting project concerns identified and coordinating proactive actions to be taken by Pennoni. He will assume coordination responsibility for the project requirements and will confirm that the resources of the company necessary to complete this project are available. Pennoni institutes a multi-task approach which emphasizes clear lines of responsibility, delegating authority to the people who need it to move quickly in response to client schedules, and addresses architectural/engineering issues in the safest and most cost-effective manner. We have management systems in place, which allow us to effectively manage and track multiple tasks of diverse disciplines.

Our team has been organized to best leverage our experience in both management and design to meet the supervision requirements for the contract. Pennoni has several senior design personnel with management experience that can be assigned to manage individual tasks in accordance with the expertise requirements for the project. Our personnel's variety of experience enables us to assign project management based on the needs of individual projects. We provide a task manager that performs a primary part of the design, as well as effectively manages the project. Our responsive and accessible management staff believes in a hands-on management approach. Our officers and project managers are registered professionals in their fields and active participants in both managerial and technical design capacities. This hands-on management approach results in a manager more in tune with the project and better able to identify issues early in the process, when they are easier to address.





## Communications

Successful projects start with good communication between the client and teaming partners. Clear lines of communication as the primary mechanism for ensuring that problems are identified and resolved before they negatively impact project performance. The salient feature of this communication structure is the delegation of far-reaching responsibility to each task manager to confirm that goals and resources are assigned, schedules are established, checkpoints are setup, and problems are reported and promptly resolved. Communication will flow freely through Mr. Raday from the client to the responsible task managers, team members, and any subconsultants. This reduces miscommunication and allows any issue to be recorded and addressed in a timely fashion.

## Monthly Status Reports

Pennoni will provide, via e-mail, a Project Status Report to the City each month. The report will include:

- A schedule of all projects underway that details the current project information including date assigned, project name, our project number, City's PO, contract amount, revised contract amount, invoiced amount, amount paid, and current balance
- A brief summary of work accomplished during the past month
- A brief summary of work expected to be accomplished during the current month

## Scope of Work

Pennoni can provide the services as stated in the RFP, as well as construction inspection, inspection and testing, and geotechnical engineering services. Additional services (as shown in our company qualifications, Section 2) are also available as needed.



## Transportation Engineering

Pennoni will provide project management, transportation system analysis and planning, preliminary engineering, final design, construction engineering including design of roadway facilities, pedestrian and bicycle facilities, transportation system management and operations, traffic signals and other related items pertaining to public transportation including traffic studies.

## Stormwater Management and Hydrology

Pennoni will perform engineering for various stormwater management and planning, permitting projects involving NPDES MS4, NJDEP and US Army Corp Engineers permit consulting, review/evaluation of televised sewer video and inspection of sewer outfalls.

## Utility Infrastructure Design and Engineering Services

Pennoni will provide the planning and engineering services for City utility infrastructure improvements including complex tasks such as retrofitting or removal and replacement to existing drinking water, wastewater, or stormwater utilities.

## Surveying Services

Pennoni will provide conventional and GPS surveying for as needed projects in the City. These services will be used to provide horizontal and vertical locations of existing conditions, information for engineering design, and can include surveying after construction for as-built records and more.

## Structural Engineering

Pennoni will provide the design, planning, and oversight of construction of new buildings and/or alterations and extensions to existing City properties/structures as well as analyze damage to structures and solutions.

## Landscape Architectural Services

Pennoni will assist the Community Development and Public Works Departments on the design of new projects and redesign of existing landscapes in the City including master planning, multiple conceptual drawings and options, recommendations based on complexity, function, and cost.

## Mechanical, Electrical and Plumbing Services

Pennoni will provide mechanical, electrical, and plumbing (MEP) services related to the design of facilities for existing/new structures including peer review or preparation of engineering plans and specifications related to MEP facilities.

## Environmental Services

Environmental Services was not noted in the RFQ. However, Pennoni can provide environmental services to include review and assistance on environmental issues in the City to include assessments/evaluations, investigations, analysis, cost estimates, testing, reports, studies, preparation of permits/documents and provision of LSRP (Licensed Site Remediation Professional) capabilities.



## Management Approach

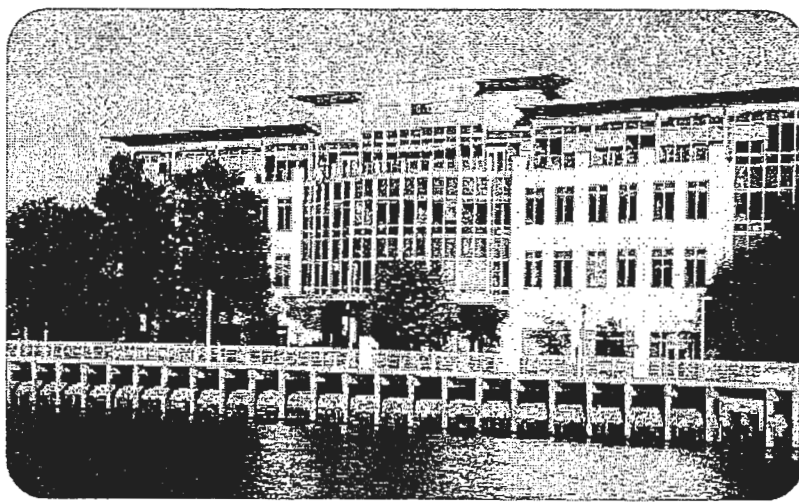
Our Team's approach to Project Management requires that we develop a close working relationship with our client, in this case, the City of Camden. Pennoni has carefully assigned the responsibility for performance of work and has developed clear lines of communication to successfully complete this project. Our designated Project Manager, Mr. Joseph Raday, PE, CME, will represent our project team to the City. The members of each project team will be assigned specific responsibilities and will serve the project from inception to completion. Successful accomplishment of this management program is based on the quality of the people and the management structure with which the team functions. Our experience has shown that the most effective way to manage projects of this type is by designating the Project Manager as the primary point of contact for the client.

The arrangement of internal operations, lines of authority, and communication with the client are basic qualities of Pennoni's project management program. By undertaking projects with a management support staff, Pennoni incorporates the flexibility necessary to meet the challenges that occur during the project. The program will also facilitate the transfer of information between Pennoni and the City so that challenges are addressed, our goals remain clear and our progress is continually demonstrated.

## Available Staffing and Location of the Pennoni Team Offices

The project management team is complemented by our in-house engineers and technical support staff. The technical support staff will be available, as needed, and is experienced in the different phases of the building systems discipline. The technical support staff to be used for this project will be chosen based upon availability and relevant experience to the specific task. Additional resources deemed necessary will also be used by the project management team. To provide flexibility, and to maximize specialized personnel, Pennoni may use mid-level personnel in conjunction with the Project Manager to effectively complete the project.

Our engineering services will be provided out of our Camden, NJ, office. As a result, we can respond quickly to the needs of the City and the time to and from project sites and meeting locations will be minimal, resulting in lower engineering costs. If needed, we can pull staff from our Haddon Heights, Philadelphia, PA, and other Delaware Valley offices. With more than 1,200 technical and administrative personnel to draw from, Pennoni has ample in-house resources to fast track this contract in an efficient and timely manner. Staff members identified in this proposal will be available to work on this contract.



CAMDEN OFFICE LOCATION

The organization chart provided in Section 4 will be used to identify and assign project roles, responsibilities, and reporting relationships. In addition to overseeing the team organizational structure, Mr. Raday is responsible for successful communication between team members. It is important to track information flow to identify who will need what information, when they will need it, and how it will be given to them.

## Communications

Successful projects start with good communication between the client and teaming partners. Pennoni has implemented several project specific policies to aid in communication. We will implement policies to ease communication between the City and the team and between teammates working together on a task. Pennoni's Project Manager will be the single point-of-contact for the City and any other affected stakeholders. Communication will flow freely through the Project Manager from the client to the responsible task managers, team members, and subconsultants. This reduces miscommunication and allows any issue to be recorded and addressed in a timely fashion.



## Report Procedure

Reporting for the project will be performed by Joseph Raday, PE, CME (project manager) for the various task orders assigned. At each phase of the project, draft copies of all reports will be forwarded to the City for review. Final reports will be submitted after the draft comments are included.

## Document Control

Tasks can have many moving parts, and it is essential that document generation, naming, and filing follow standards that will allow the records to be easily referenced as the project progresses. For design tasks, we will propose a set of document control standards to the City's project manager prior to the official kickoff meeting. The goal would be for the Pennoni team to be operating with a set of standards from day one that gives the City's project manager a comfort level that the team will be delivering consistent, quality deliverables. These principles apply during the construction phase, as well. During construction phases, Pennoni will generate several project specific standards for the entire team's use. In addition, we will create an on-line file-share system and the protocols necessary for City personnel and the Pennoni design team. The result is that the submittals can be effectively managed electronically and there is one central file system for the entire team to reference throughout construction.

## Cost Control & Schedule Monitoring

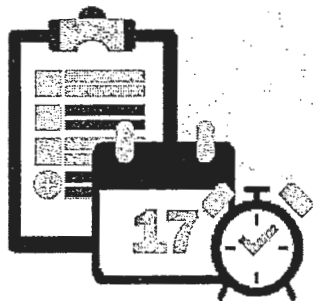
The Pennoni Team is acutely aware of the need to quickly turn a task order assignment into an active project. The team's familiarity with the City's facilities, coupled with our knowledge of the City's policies and procedures, will be advantageous in expediting the project delivery process for this study. Knowing the importance of timely response, we will commit to that need by meeting with the City to develop a formal, measurable procedure for performance that meets and exceeds the requirements.

## Schedule

The projects will have a schedule developed concurrently with the proposal. The schedule will detail each task's expected duration and milestone dates. Pennoni will use Microsoft Office Project software for the development of all schedules. The schedule will be carefully developed to ensure that team resources are available to work on various site, if required. After review with City staff, Mr. Raday will review the requirements of the project schedule with the key staff members. He will update the schedule concurrently with the project's progress and will adjust the assigned staff as required to meet established submission dates. Schedule updates for each site will be included with the monthly status report for review by the City.

## Budget

An essential part of providing complete, quality design services to the City is providing those services in a cost-effective manner. Pennoni recognizes the importance of maintaining project budgets for this project. Mr. Raday will be responsible for maintaining the budget for the project and will make sure that the project is billed in accordance with the actual physical percentage complete. Status updates will provide a concise summary of the project's expenditures to date.



## Ability to Manage the Project Within the Parameters of Budget & Schedule

The projects will be the responsibility of the team's Project Manager. Mr. Raday will hold initial face-to-face meetings with our team to be dictated by the individual task and will determine submittal deadlines and review all preliminary and final submittals. Lines of communication will always remain open to monitor progress and to answer any questions that may arise. Performance expectations will be made clear at the initial team kick-off meeting, so that all team members are being held to the same level of performance expected by the client.

## Quality Assurance and Quality Control

The Pennoni team is fully committed to implementing a quality assurance program (QAP) for this contract using our internal QA/QC application to monitor report preparation, control project tracking, and for peer review. Overall quality will be achieved through the efforts of an informed and skilled project team effectively employing judgment and experience and following a deliberate and proven program of quality control and quality assurance. Our company-wide program is clearly defined by stated policy, effective procedures, and up-to-date standards of practice. The overall theme of our quality program for this project will be working on the proper tasks at the appropriate time and doing them right the first time.



# 23-09 - AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR PERIOD OF ONE (1) YEAR

Opening Date: May 11, 2023 3:30 PM

Closing Date: June 8, 2023 11:00 AM

## Vendor Details

Company Name: Remington & Vernick Engineers II, Inc.  
Does your company conduct  
business under any other name? If  
yes, please state: Remington & Vernick Engineers  
Address: 2059 Springdale Road  
Cherry Hill, New Jersey 08003  
Contact: Samantha Scavuzzo  
Email: samantha.scavuzzo@rve.com  
Phone: 856-795-9595  
HST#:

## Submission Details

Created On: Tuesday June 06, 2023 11:45:39  
Submitted On: Wednesday June 07, 2023 10:59:00  
Submitted By: Samantha Scavuzzo  
Email: samantha.scavuzzo@rve.com  
Transaction #: de415262-a881-40a0-83b0-55496d80f807  
Submitter's IP Address: 50.229.141.94

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**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.

**Cost Proposal - Hourly Rate**

List applicable hourly rates associated with the "key personnel" who would provide the services listed in "Section 1.0 SCOPE AND CATEGORIES OF PROFESSIONAL SERVICES" portion of this RFP.

Respondent may add additional rows as necessary.

Proposers shall include billing rates for key personnel and any fee escalators. The fee proposal shall, if applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The city seeks a fee schedule to include in the as-needed professional services agreement to ensure the predictability of costs.

Position/Title*	Hourly Rate*
Regional Engineer/Manager	\$210
Engineering Department Head	\$205
Certified Floodplain Manager	\$185
Project Manager/LSRP/Engineer	\$200
Project Engineer	\$190
Engineer	\$165
Senior Engineering Technician	\$160
Engineering Technician	\$125
Technical Aide	\$85
Planning Manager	\$200
Project Planner	\$195
Senior Landscape Architect/Planner	\$185
Landscape Architect/Planner	\$155
CM & Observation Department Head	\$180
CM Project Manager	\$175
Construction Manager	\$160
Observer Supervisor	\$170
Resident Observer NICET IV.	\$165
Observer NICET II/III	\$160
Observer	\$150
Contract Administrator	\$145
NACE Certified Coatings Inspector	\$175

**Cost Proposal - Reimbursable Expenses**

If applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The city seeks a fee schedule to include in the as-needed professional services agreement to ensure the predictability of costs.

Methodology of Reimbursable Expenses

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## 5. Technical Approach

RFQ23-09: As-Needed Professional Engineering Services for One Year

Page 5-1

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### A. Understanding of the scope of services

With over a century of engineering experience, we have mediated and overcome several obstacles supporting municipal clients. Our approach for various types of projects has been developed using this extensive experience and is always changing to meet new challenges that may arise.

The Project Manager is the key individual of any project successfully completed by our firm. The Project Manager schedules the work using the firm's support staff and departments (i.e., mechanical, plumbing, electrical, fire protection, drafting), assigns the budgets, and monitors the budget, schedule and overall project. Anthony Morici, EIT, will serve as the Client Representative under this contract.

Mr. Morici has worked on a number of projects for the City including the recently completed 2022 Emergency Paving Program, the 2023 NJDOT Trust Fund: Resurfacing of Norris Street and Various Streets, ADA Ramp Contract 1 and 2 for Zone 5, NJDOT Local Aid Pedestrian Safety Improvements, Resurfacing of Linden Street and Dr. Martin Luther King Jr. Boulevard as well as ongoing projects; Improvements to City Parking Lot at 1100 Newton Avenue and the 2023/2024 Roadway Improvement Coordination project.

Any project assigned under this contract will proceed in this manner. The City of Camden will contact the Client Representative to perform a specific task. The Client Representative will determine who the appropriate Project Manager will be. The Project Manager will then assign staffing to develop a project team based on the required disciplines. The Project Manager and Project Engineers will prepare a scope of work, proposed schedule, staffing allocation and manhour percentage breakdown with fees, and submit it to the City for approval. Upon approval, various tasks will be assigned to the appropriate personnel. Should a service outside the realm of our expertise be required, we will contact a subconsultant to join our team.

Utilizing a combination of both Microsoft Project and the firm's Deltek Vision Planning Module, a detailed schedule with resources, manhours and costs will be developed and tracked by the Project Manager. All project members will be informed of the budget and schedule to adhere to. The Project Manager will be in constant contact with the City to ensure all goals are met by the work being performed by RVE. The Project Manager will adjust the schedule and manhour allocation if any unforeseen circumstances arise. The tracking schedule will be updated and reports noting any deficiencies and revisions will be submitted to the City on a weekly basis.

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## 6. Management Approach

RFQ23-09: As-Needed Professional Engineering Services for One Year

Page 6-1

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### A. Municipal management

RVE is committed to providing our clients with high quality services. The firm's QA/QC Program relies on the commitment of our project staff. It starts with the careful selection of the Project Manager and staff suited to the particular needs of the project and culminates with a comprehensive quality review prior to final execution of the project.

The firm has a QA/QC Plan on file and in the possession of every employee. Project-specific plans are created and implemented as required by each client. The firm's QA/QC Committee meets once a month to track QA/QC issues and revise policy as necessary due to legislation, experiences or other circumstances.

The firm provides superior technical quality in municipal project planning, design engineering and construction management/inspections. Over our years in business, the firm has developed comprehensive procedures for quality management and control. These include procedures for scheduling and assigning work; recording, retention and retrieval of records of both design and construction activities; identifying and resolving deficiencies effecting the work and verifying compliance with the requirements of the QA/QC Program. Our QA/QC approach consists of the following:

- Assignment of technically qualified personnel to the project.
- Communication of project requirements to the staff and confirmation that communication occurs via direct participation of project management personnel responsible.
- In-progress reviews of all work being performed.
- Independent technical review of project deliverables prior to submittal to the client.

Finally, RVE has an in-house Safety Committee. The members of this committee frequently review and develop procedures pertaining to safety-related issues that impact the quality and safety of construction sites.

### B. Ability to provide services/scheduling

Key proposed personnel will be available to the client when their particular skills and experience are needed. RVE will review project schedules for feasibility, duration, milestones and interfaces. Schedule development and maintenance services are determined using Microsoft and Deltek scheduling software. These programs enable RVE to track the critical path of a specified project and to monitor potential delays. We also analyze change orders and any projected impact associated with each delay to ensure the project is proceeding according to schedule.

### C. Project organization

An organizational chart is provided in *Section 4 – Key Personnel* detailing the hierarchy of our project team.





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** REMINGTON & VERNICK ENGINEERS II, INC.

**Trade Name:**

**Address:** 2059 SPRINGDALE ROAD  
CHERRY HILL, NJ 08003

**Certificate Number:** 2076851

**Effective Date:** September 30, 2016

**Date of Issuance:** September 13, 2021

**For Office Use Only:**

20210913085407367

# 23-09 - AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR PERIOD OF ONE (1) YEAR

Opening Date: May 11, 2023 3:30 PM

Closing Date: June 8, 2023 11:00 AM

## Vendor Details

Company Name: Suburban Consulting Engineers, Inc.

Does your company conduct business under any other name? If yes, please state: No

Address: 96 US Highway 206, Suite 101  
Flanders, New Jersey 07836

Contact: Leann Fetcho

Email: marketing@suburbanconsulting.com

Phone: 973-398-1776

Fax: 973-398-2121

HST#: [REDACTED]

## Submission Details

Created On: Friday May 12, 2023 10:39:09

Submitted On: Wednesday June 07, 2023 16:29:51

Submitted By: Leann Fetcho

Email: marketing@suburbanconsulting.com

Transaction #: 97fa6125-858d-4212-a50a-cd8dc3d7ace3

Submitter's IP Address: 50.29.173.104

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**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.

**Cost Proposal - Hourly Rate**

List applicable hourly rates associated with the "key personnel" who would provide the services listed in "Section 1.0 SCOPE AND CATEGORIES OF PROFESSIONAL SERVICES" portion of this RFP.

Respondent may add additional rows as necessary.

Proposers shall include billing rates for key personnel and any fee escalators. The fee proposal shall, if applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The city seeks a fee schedule to include in the as-needed professional services agreement to ensure the predictability of costs.

Position/Title *	Hourly Rate *
Principal/Project Officer	\$175/hour
Senior Project Manager	\$173/hour
Project Manager	\$168/hour
Senior Project Licensed Professional	\$162/hour
Project Licensed Professional	\$155/hour
Licensed Professional	\$148/hour
Senior Project Coordinator	\$162/hour
Project Coordinator	\$160/hour
Senior Designer/Senior Survey Analyst	\$136/hour
Designer/Survey Analyst	\$128/hour
Senior Environmental Scientist	\$133/hour
Environmental Scientist	\$128/hour
Senior Project GIS Analyst	\$148/hour
Project GIS Analyst	\$138/hour
GIS Analyst	\$133/hour
Senior GIS Technician	\$123/hour
GIS Technician	\$113/hour
Senior GIS Project Coordinator	\$138/hour
GIS Project Coordinator	\$133/hour
Senior Inspector	\$123/hour
Inspector	\$113/hour
Senior Technician	\$118/hour
Technician	\$108/hour
Project Administrator	\$123/hour
Administrative Support	\$68/hour

**Cost Proposal - Reimbursable Expenses**

If applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The city seeks a fee schedule to include in the as-needed professional services agreement to ensure the predictability of costs.

Methodology of Reimbursable Expenses
Equipment Unit Cost: Unmanned Aerial Systems/Remotely Operated Vehicle: \$150/hour, Robotic/LiDAR: \$50/hour, GPS: \$25/hour
Public Meeting Attendance: 2-hr. min. charge.
Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
Mileage will be billed in accordance with federal prevailing wage.

# TECHNICAL APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

SCE is a full-service civil engineering firm with an extensive array of experience and expertise. Our corporate goal is to provide our Clients with a full scope of services that will eliminate unnecessary outsourcing of services. Our broad, in-house, professional range of services eliminates downtime, potential project confusion, and misunderstandings. SCE has the ability, knowledge, and understanding to work as an integral part of a design team to orchestrate professional services from multiple firms to meet a Client's needs. In order to provide the best possible services to the City of Camden (City), SCE has teamed with *The Rock Brook Consulting Group, PA* (Rock Brook) to provide mechanical, electrical, plumbing, and fire protection services; *McDonough & Rea Associates, Inc.* (McDonough & Rea) to provide transportation engineering services; and *CTS Group Architecture/Planning, P.A.* (CTS Group) to provide necessary architectural support services. Our team approach is sure to satisfy all requirements of the City on upcoming projects. Please read further below for our approach to the scope of services requested by the City.

### A. TRANSPORTATION ENGINEERING

In order to provide the City with all necessary transportation engineering services, SCE has teamed with McDonough & Rea. McDonough & Rea's transportation engineering and planning services work for both private and public sector Clients, and include traffic impact studies, corridor studies, and traffic signal design plans for new traffic signal installations and the rebuilding of existing signals. Additionally, McDonough & Rea provide consulting services including circulation plan elements of municipal master plans, review of land use proposals for municipal planning and zoning boards, and various other traffic engineering matters.

McDonough & Rea is currently or has provided services to the following municipal Clients:

- Borough of Flemington
- Borough of Kenilworth
- Borough of Kinnelon
- Borough of Mendham
- Borough of Paramus
- Borough of Pt. Pleasant
- Borough of Pt. Pleasant Beach
- Borough of Roosevelt
- City of East Orange
- City of Rahway
- Town of Kearny
- Township of Branchburg
- Township of Bridgewater
- Township of Clark
- Township of East Brunswick
- Township of Edison
- Township of Howell
- Township of Lawrence
- Township of Millburn
- Township of Montgomery
- Township of North Bergen
- Township of Ocean
- Township of Old Bridge
- Township of Princeton
- Township of Randolph
- Township of Raritan
- Township of Readington
- Township of Rockaway



# TECHNICAL APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

### B. REGULATORY COMPLIANCE – INCLUDING STORMWATER MANAGEMENT

Federal, state, and local regulations permeate through every type of project undertaken by SCE. SCE has provided our Clients with assistance in the generation of strict contract documents that address all aspects of the regulatory industry. Prior to the implementation of any project, an evaluation of implications associated with agency jurisdiction is determined to establish a thorough project approach. This process ensures complete compliance with all federal, state and local regulations. To accomplish this task, a thorough knowledge of both the regulations involved and the process in which to ensure compliance with those regulations is key to a successfully completed project. SCE has decades of experience in dealing with the federal, state, and local regulators and their ever-changing regulatory compliance bureaucracy.

Among the vast spectrum of agency regulations, SCE has extensive experience in:

- Bureau of Freshwater Wetlands
- Stream encroachment/flood hazard areas
- NJDEP stormwater regulations
- CAFRA regulations and permitting
- Soil erosion and sediment control
- Highlands
- Bureau of Underground Storage Tanks
- NJDEP site remediation
- Bureau of safe drinking water
- Sewer extension and construction
- Watershed management
- NJDOT highway access
- County road opening
- Local & County planning board
- International Building Code (IBC)
- Americans with Disabilities Act
- Department of Community Affairs
- Tax Maps
- Water quality management planning
- NJPDES
- Treatment Works Approvals
- OSHA

### C. UTILITY INFRASTRUCTURE DESIGN AND WATER/WASTEWATER ENGINEERING SERVICES

SCE is extensively involved in municipal and private water and wastewater systems engineering design, permitting, rate studies, regulations, project design, and contract administration. Our staff of professionals and technical support personnel includes individuals experienced in water distribution and wastewater collection systems, pump stations, treatment plants, treatment works approvals, Bureau of Safe Drinking Water and Bureau of Water Allocation permitting, watershed management planning, municipal finance, and construction and related engineering disciplines. Recent notable projects include but are not limited to:

- Town of Clinton
- Town of Boonton
- Brick Township Municipal Utilities Authority
- Town of Dover
- DPMC
- Well #7 & Well #4 Improvements
- ROV Services
- Fire Hydrant Replacement
- Watermain Extension Projects / Cyber Security
- Hagedorn Hospital Water Tower Repairs



# TECHNICAL APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

- Township of Livingston
- City of New Brunswick
- City of Newark
- Ridgewood Water Department
- Bernards Township Sewerage Authority
- City of Hackensack
- Borough of Glen Ridge
- City of Hackensack
- Township of Montclair
- Surrey Lane Water Main Distribution Improvements
- Rutgers Village Water Main Phase II
- Rehabilitation of Pequannock Aqueducts
- Water Mains on Beechwood Road
- I/I Implementation Program
- Voorhis Lane Pump Station Rehabilitation
- Sewer & Water System Asset Management
- Licensed Wastewater Operator Services
- Sanitary Sewer System Capital Improvements

SCE is currently under contract with the following entities as their water and/or wastewater consultant:

- Township of Montclair
- Borough of Glen Ridge
- Town of Boonton
- Town of Clinton
- Morris County Municipal Utilities Authority
- Borough of Hampton

Our design experience has benefited many of our Clients in implementing much-needed water and wastewater infrastructure rehabilitation and replacement projects. These projects are often identified and developed in asset management and master plans, enabling the utilities to plan and budget for their implementation prior to escalating emergency repairs, which often interrupt service at great expense. Our aim is to provide the appropriate engineering solution to each system's situation whether it requires simple Operations and Maintenance (O&M) recommendations, to process equipment, to new construction. Our team develops custom, complete, and cost-effective solutions that meet our Client's needs.

Other complete services which our firm provides include all aspects of water-related services, including initial investigations, planning, preliminary and final design, permitting and related regulatory approvals, cost estimates, and bid and construction phase services. SCE is also experienced in implementing projects funded through the New Jersey Infrastructure Bank.

In today's continuously changing regulatory climate, water and wastewater system owners and operators require the assistance of experienced design engineers to ensure the safe and reliable operation of these systems through continuous monitoring and improvements. In a proactive response to issues raised regarding homeland security, SCE invested in a training program for RAM-W certification to prepare vulnerability assessments to further serve our Clients.



# TECHNICAL APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

### D. LAND SURVEYING SERVICES

SCE's Land Surveying Department has decades of extensive experience completing various types of surveying projects. The Department consists of Professional Land Surveyors (PLS), Project Managers, Analysts, Technicians, and Support Personnel. The Project Team completes projects ranging in size from individual residential property surveys to large acreage boundary surveys utilizing state-of-the-art surveying equipment including, but not limited to Global Positioning System (GPS) receivers, robotic total stations, 3D LiDAR scanners, and Unmanned Aircraft System (UAS).

SCE actively utilizes its advanced LiDAR scanning services as often as possible, which allows us to provide Clients with more innovative solutions on their projects. This technology enhances a multitude of services including creating topographical maps while generating accurate 3D models of each project site. This instrumentation is being utilized on various types of projects including, but not limited to structural evaluation of buildings, proactive site settlement monitoring, as-built documentation, as well as for the design of complex draining systems for roadway, fields, and commercial site properties.

SCE has vast experience in the maintenance and updates of municipal tax maps including producing new maps to the current State Standards along with producing other official mapping needs of municipalities. Other land surveying services SCE provides to our municipal Clients includes numerous infrastructure projects for county and state Clientele. Prior to design and construction of these projects for the public sector, existing conditions are field surveyed as the project warrants, mapped, and used as the basis for the project design. Research and analysis of record deeds and documents are critical for the proper establishment of boundary lines, right-of-way lines, and any restrictions/easements that may be of historical relevance. The utilization of our in-house survey capabilities assists in keeping our projects under budget and on time. SCE prides itself with providing full in-house services for the benefit of all our Clients.

Most recently, SCE has been offering our Clients Unmanned Aerial Vehicles (UAV) services, also referred to as Drone Technology. SCE embraces cutting edge technology and are dedicated to providing our Clients with the latest, most innovative technologies to use at their various project sites. Our team members are able to download and review collected data faster and more accurately which in return produces high quality deliverables guaranteed to increase efficiency on our Client's projects. Additionally, our team possesses the required licensing and certifications necessary to operate our drone equipment, securing our Client's safety at their sites.

Other land surveying services SCE provides to our municipal Clients includes numerous infrastructure projects for county and state Clientele throughout the State of New Jersey. Prior to design and construction of these projects for the public sector, existing conditions are field surveyed as the project warrants, mapped, and used as the basis for the project design. Upon construction completion, the base mapping and design drawings are used by survey personnel to perform an as-built survey of the finalized project and preparation of final record drawings.



# TECHNICAL APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

### E. STRUCTURAL ENGINEERING SERVICES

SCE's Structural Department is inclusive of Licensed Structural Engineers who are experts in their field of study. We provide structural assessments and recommendations on all building types and structures to establish a cost-efficient solution to meet our Client's needs. Our vast experience and knowledge affiliated with structural design provides us the opportunity to plan, design, construct, maintain, and rehabilitate structures associated with projects from simple spans to complex integrated structural members. When approaching a project, our team leads with consideration relating to design, functionality, budget and schedule, constructability, and sustainability.

Successful projects that our Design Team has completed include both public and private sector structures such as roadways, bridges, dams, buildings, retaining walls, pipelines, underground storage tanks, sanitary sewerage and wastewater treatment facilities, potable water storage and treatment facilities, indoor and outdoor athletic facilities, maintenance facilities, and various others. SCE possess a thorough understanding of structural steel and reinforced concrete detailing, allowing cost-efficiency in the structural analysis and design for Client projects.

Our licensed professionals lead our team performing inspections and evaluations, so our Clients receive the level of service that SCE requires in all departments. Our Structural Engineers look beyond the obvious to explore alternatives in search of the approach best suited to each project. Our solution-focused designs use sophisticated methods to conceptualize, model, and deliver integrated designs that benefit all project stakeholders.

### F. LANDSCAPE ARCHITECTURE SERVICES

SCE is a leader in landscape architecture and recreational / park and athletic field facility planning, design, and implementation. We have successfully completed many award-winning municipal recreation and park facility projects throughout the region. SCE is highly experienced in providing design, permitting, contract administration, and construction observation services for the development of these projects. SCE has significant experience in designing state-of-the-art park, recreation, and athletic facilities throughout the State of New Jersey for Municipalities, Counties, Boards of Education, Colleges, and Universities.

Our professionals are actively involved with the American Sports Builders Association (ASBA), the New Jersey Recreation and Parks Association (NJRPA), the New York State Recreation and Park Society (NYSRPS), the American Society of Landscape Architects, National and State Chapters (ASLA and NJASLA), the New Jersey Society of Professional Engineers (NJSPE), and American Institute of Architects (AIA). They have also participated in professional development events and shared technical information with the Synthetic Turf Council (STC), the National Recreation and Park Association (NRPA), and the International Playground Safety Institute (IPSI). SCE professionals have studied with the National





# TECHNICAL APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

Playground Safety Institute (NPSI) and have been approved as Certified Playground Safety Inspectors (CPSI's). We are very familiar with the design and construction standards of the playground and recreation industry along with its latest products and have experience in preparing the design of more than 500 park, recreation, and playground facilities throughout the region.

The New Jersey Recreation and Parks Association (NJRPA) recently recognized several park/recreation facilities designed by SCE as Excellence in Design projects. The Miller Park (2020 Award) consists of new basketball and volleyball courts, exercise station area, splash pad, playground equipment, multiple seating areas, center shade structure, extensive landscaping, maintenance building, walkways, entry portals, and site furnishings. The design team incorporated as many different areas as possible to accommodate many activities. Bright colors for the playground equipment, basketball court, and splash pad were used. The Hetzel Field Park Pool Project (2020 Award) and the Madison Street Park (2020 Award) provide the community members with opportunities for active and passive recreation as well as a public gathering space for events and social activities. SCE's Design Team has also received over thirty (30) other awards for various park and recreation projects.

Other noteworthy park, recreation and athletic field projects include the following:

- |                             |  |
|-----------------------------|--|
| ■ City of Camden            | Elijah Perry Park (Currently ready for construction bid)   |
| ■ City of Elizabeth         | Miller Park, Kenah Park, Holland Park, 6th Street Park   |
| ■ County of Essex           | Branch Brook Park Playground & Riker Hill Park   |
| ■ City of Harrison          | Cape May Street Park, Harrison Little League Field   |
| ■ City of Hoboken           | Madison Street Park, Church Square Park & SW Park  |
| ■ County of Hudson          | J.J. Braddock Park Field & Armed Forces Memorial   |
| ■ Hanover Park Regional BOE | Athletic Fields, Bleachers & Site Improvements   |
| ■ Manasquan BOE             | Multi-Purpose Synthetic Turf Field & High School Field House Facility  |
| ■ Township of Montclair     | Mountainside Park Baseball Field   |
| ■ County of Morris          | Washington Street Pocket Park  |
| ■ City of New Brunswick     | Memorial Stadium Turf Field and Grandstand Structure   |
| ■ County of Ocean           | Golf Course at Atlantis Site & Drainage Improvements & John C. Bartlett County Park Bulkhead and Site Improvements |
| ■ Pt. Pleasant BOE          | Multi-Purpose Synthetic Turf Stadium Field & Parking Lots  |
| ■ The College of New Jersey | Lions Stadium and Soccer field Turf and 8 Tennis Courts  |
| ■ City of Trenton           | Hetzel Field Pool Improvements   |
| ■ County of Union           | Mattano Park Skate Park  |

SCE approaches our projects with a focus on community-based input to the design process. We have found this approach to result in the most cost-effective and user-friendly facilities that most completely meet the needs and expectations of the community. SCE's involvement in construction phase services also serves to insure the accurate and complete construction of facilities that provide long-lasting benefits to its' community.



# TECHNICAL APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

### G. ARCHITECTURE SERVICES

CTS Group is a professional services corporation that has provided consistent quality design, construction administration, and real estate support services to its Clients in the New York Metro Area for over sixty-five (65) years.

The award-winning CTS Group has designed nearly every type of building. They have performed investigation, prepared construction documentation, and have provided construction support for many large historic Governmental buildings in the States of New Jersey and New York. In addition to ground-up projects, CTS Group has come to specialize in renovation projects, exterior building envelope investigation (forensics), adaptive reuse, and rehabilitation projects, many of which are for historic properties.

CTS Group has held term contracts with the United States Postal Service for architectural design services for over thirty (30) years. They also hold term contracts with the Newark Board of Education and the Paterson Public Schools. The projects run from new buildings, repair and alteration, and adaptive reuse. CTS Group is very adept at designing projects that can be phased and sequenced to permit continued use of the premises in 24/7 occupied buildings.

### H. MECHANICAL, ELECTRICAL, AND PLUMBING SERVICES

SCE has also teamed up with Rock Brook to provide mechanical, electrical, and plumbing (MEP) and fire protection (FP) services. Rock Brook's experienced team of engineers, designers, and LEED®-accredited professionals collaborate to provide high-quality, energy-efficient, sustainable building systems solutions, and are adept at meeting the unique needs of Clients. Whether they are designing systems for a state-of-the-art Class A corporate fit-out, or a complex laboratory project, Rock Brook's high-performance solutions deliver value to Clients year after year. Rock Brook's comprehensive MEP/FP capabilities include:

- Feasibility Analysis and Due Diligence
- Facility Master Planning
- HVAC and Mechanical System Design  
Including Laboratory Exhaust Systems, Data Center Cooling Systems, Central Utility Plant Design, and BMS Integration and Design
- Electrical Power Distribution Systems  
Including Emergency/Standby Generators, and Uninterruptible Power Supply (UPS) Systems
- Plumbing Systems Design, Including  
Laboratory & Medical Gas Distribution
- FP Systems Design, Including Pre-action Systems, Clean Agent Systems & Fire Code Analysis
- Technology & Data/Telecommunications Systems
- NSA Secured Facility Design
- Power Supply and Energy Management
- System Commissioning & Integration
- Energy Modeling
- Life Cycle Cost Analysis
- LEED®-Certified Projects
- Project Management & Construction Administration



# TECHNICAL APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

### I. ENVIRONMENTAL (LSRP) SERVICES

The investigation of sites with Environmental Impacts requires skill and talent that SCE has acquired through years of experience working with Clients to develop the most cost effective path to environmental compliance. Whether coordinating with the New Jersey Department of Environmental Protection (NJDEP) Site Remediation Program and Solid Waste Management Program, the Division of Water Quality, Division of Land Use, or the Air Quality Permitting Program, a solid knowledge of the NJDEP Regulations is essential in moving projects forward to completion. SCE's environmental and engineering expertise in soil and groundwater remediation includes an abundance of in-situ and ex-situ technologies to custom fit the Client's needs. Our multitude of completed contracts has provided us with the knowledge to administrate the required procedures to comply with the policies needed on our Client's project sites.

SCE employs a team of Environmental Professionals with the knowledge and expertise to guide you through your due diligence investigation, brownfield redevelopment, real estate transaction, or remediation project. Knowing what you're buying is critical for advancing successful real estate transactions and redevelopment projects. Due diligence and proper investigation of environmental concerns are necessary to understand potential financial impacts and help protect yourself from unknown contamination that could be detrimental to your project. Let our Licensed Site Remediation Professionals (LSRP) and Permitting Specialists represent you for all your environmental consulting needs.

SCE's Environmental Professionals are experienced with, but not limited to, the below services:

- ASTM International Phase I/Phase II Environmental Assessment Reports (ESA)
- Underground UST and Spill Act Remediation
- ASTM Transaction Screening Assessment (TSA)
- All phases of investigation and reporting including Preliminary Assessment (PA), Site Investigation (SI), Remedial Investigation (RI), Remedial Action Workplans (RAW), and Remedial Action (RA)
- Permit-by-Rule Applications
- Institutional and Engineering Controls
- Remedial Action Permit (RAP) Applications
- Remedial Action Outcome (RAO)
- Alternative Remedy Proposals
- Vapor Mitigation
- Brownsfield Redevelopment
- Linear Construction Oversight
- Hazardous Discharge Site Remediation Fund (HDSRF) Applications
- Industrial Site Recovery Act (ISRA) Compliance
- Sediment Sampling and Analysis Plan (SSAP)
- Environmental Impact Statement
- Remedial Technologies including Permeable Reactive Barriers (PRB), Bioremediation, Pump and Treat Containment System Systems, Excavation, Soil Vapor Extraction (SVE), Surfactant Injections, and Solidification.

### ADDITIONAL SERVICES:

Please see attached Description of Services for additional services provided by SCE.



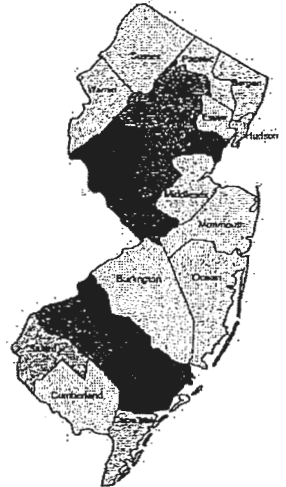
# DESCRIPTION OF SERVICES

## MUNICIPAL ENGINEERING

SCE is a **full-service civil engineering firm** with an extensive array of experience and expertise in representing municipal and county Clients. Our goal is to provide our Clients with a full scope of services that will eliminate unnecessary outsourcing of services. SCE has the ability, knowledge, and capabilities to work as an integral part of a Project Team to orchestrate professional services to meet our Clients' needs.

SCE has been actively representing local and county governmental agencies throughout the State of New Jersey for over 36 years. SCE's professional staff of numerous licensed Professional Engineers (PE) and Professional Planners (PP) also includes several Certified Municipal Engineers (CME), Certified Floodplain Managers (CFM), and Licensed Landscape Architects (LLA) dedicated to providing exceptional service to the municipalities we represent. Our services range from providing **special project designs to multi-year appointments**.

Specifically, we are experienced in providing design services for all types of **municipal infrastructure projects** such as flood mitigation, combined sewer overflow abatement projects, roadway rehabilitation, streetscapes, sanitary sewer improvements, drainage improvements, and recreation facilities. We are experienced in providing assistance to Department of Public Works (DPW) associated with facility improvements, from evaluation of existing structures to designing entire sites including composting and recycling facilities and MS4 Permit compliance. Facility projects that have been completed in the past have included salt storage buildings, maintenance garages, weigh scales, fuel depots, and structural repair of buildings. SCE represents many other municipalities as Municipal and/or Planning Board Engineers. SCE has done work for many water and sewer authorities and can share our experience from these agencies with new Clients. Some of our employees are active or past members of other local municipal planning boards, regional sewer authorities, and/or presently serve as elected officials in these local communities, which provides us with a wealth of municipal understanding and experience.



These projects require in depth **knowledge of municipal and state rules and regulations, grant funding and NJDEP requirements** such as Stormwater Management and Regulatory Compliance. Our team members have the experience and skills necessary to assist municipal and county agencies in approaching and completing these delicate projects.

**CURRENT MUNICIPAL/COUNTY POSITIONS**

- Municipal Engineer
- Zoning Board Engineer
- Planning Board Engineer
- Special Projects Engineer
- Water/Sewer Engineer
- Utility Engineer
- Conflict/Alternate Engineer
- Municipal Land Surveyor

Special project consultation services have also been provided over the years which have assisted municipal governments in successfully completing projects such as historic preservation of buildings, playgrounds, streetscapes, and memorials. SCE is well versed in the guidelines and management of various federal, state, and local grant funding opportunities, including but not limited to those provided under FEMA, NJDOT, NJEIFF, NJDEP Open Space and Green Acres, and Community Development Block Grants (CDBG). Our understanding of these grant programs has allowed us to secure several millions of dollars of aid for our Clients. SCE has also been available to assist in the implementation of new ordinances associated with land development, site improvements, redevelopment and stormwater management.

# DESCRIPTION OF SERVICES

## PROJECT FUNDING EXPERTISE

SCE understands the financial burden capital projects bring to Municipal Clients, and as such we offer a team of funding professionals that specialize in *Federal, State, and Local infrastructure funding programs*. SCE has successfully secured \$362M in low-interest financing for our Clients with \$128M in Principal Forgiveness (PF) grants through the New Jersey Drinking Water and Clean Water State Revolving Fund, U.S. Department of Agriculture (USDA), FEMA Hazard Mitigation Grant Program (HMGP), and Congressional Appropriations.

Below is a summary of available funding programs that SCE can provide guidance to our Clients in pursuing:

### New Jersey Drinking Water and Clean Water State Revolving Fund (DWSRF / CWSRF)

*Timeline for project to receive funding: 0-3 months & To receive approvals for construction: 12-18 months*

This fund is a partnership between the New Jersey Department of Environmental Protection (NJDEP) and the New Jersey Infrastructure Bank (NJIB) to facilitate low-cost financing for the design, construction, and implementation of clean water and drinking water projects. This initiative is administered by the New Jersey Water Bank (NJWB). Currently, *SCE has positioned Clients to receive funding for more than one hundred (100) projects.*

Projects that address combined sewer overflow (CSO) communities through gray or green infrastructure (GI) are considered high-priority projects, and as such, are eligible for PF and interest-free financing. The funds and terms vary year-to-year. For State Fiscal Year 2024 (SFY24) the CWSRF program proposes the following funding: 80% PF (grant-like funding) under the American Rescue Plan Act (ARPA) category and traditional CSO projects are subject to 50% PF to a max of \$5M with balance of costs financed through the NJWB blended interest rate. CSO projects may also be permanently financed with a 45-year amortization schedule. High-priority DWSRF projects include PFOAs treatment with 100% PF to a max of \$2M, Lead Service Line Replacements for Overburdened census blocks eligible to 50% PF and small system nano loan category offering 50% PF to a max of \$500K for systems that serve a population less than 10,000. Most notably, the CWSRF introduced the Affordability category funding, enabling Municipalities that meet the CWSRF affordability criteria to take on Capital Improvement projects that improve water quality with 100% PF to a max of \$2M.

### NJDEP Green Acres Program, Land & Water Conservation Fund, Outdoor Recreation Legacy Partnership (ORLP)

*Timeline: approximately 15 months*

Federal grant funding is available to eligible local governments to acquire land that will be become parks, park facilities, or other rehabilitation of parkland in certain urban areas. Currently, there is \$150 million in ORLP grant funding available nationally; the minimum grant request is \$300,000 and capped at \$5 million. ORLP has a 50% match. Local governments are eligible to apply but must be in a designated urbanized area of more than 50,000 people per the 2010 US census and distressed communities with underserved parks.

### Establish a Stormwater Utility (SWU)

SCE can guide local governments struggling with steady revenue source to address stormwater management with feasibility studies and creation of a stormwater utility. Through this vehicle, funds can be exclusively dedicated to the management of stormwater. The SWU assesses fees to operate, maintain, repair, and improve the system, providing funding stability for stormwater management. NJDEP and the Department of Consumer Affairs are responsible for receiving applications.

### Justice40 Initiative

Through Executive Order 14008, January 2021, the Biden-Harris Administration committed 40% of relevant federal funding to disadvantaged communities. Funding targets communities that have been disproportionately impacted on their health, environment, economy, and climate. Communities can explore the CDC Social Vulnerability Index interactive map, which uses U.S. Census Data at the census tract level, to identify disadvantaged communities with high vulnerabilities under fifteen (15) social factors.

### Transportation Alternatives Set-Aside Program (TA Set-Aside)

New Jersey Department of Transportation (NJDOT), in partnership with the North Jersey Transportation Planning Authority, the Delaware Valley Regional Planning Commission, and the South Jersey Transportation Planning Organization, administers the Transportation Alternatives Set-Aside Program (TA Set-Aside) to provide federal



# DESCRIPTION OF SERVICES

## PROJECT FUNDING EXPERTISE

funds for "non-traditional" surface transportation projects (land and water) on a reimbursement basis. Local governments, transportation authorities, and public agencies are eligible to apply for transportation projects that improve quality-of-life for the whole community and fall within seven (7) categories for eligibility:

1. Design and construction of on-road and off-road trail facilities
2. Conversion and use of abandoned railroad corridors
3. Construction of scenic turnouts, overlooks, and viewing areas
4. Historic preservation and rehabilitation of historic transportation facilities
5. Community improvement activities
6. Environmental mitigation (stormwater management)
7. Reduction of vehicle-caused wildlife mortality or restoration & maintenance of terrestrial/aquatic habitats

### State Aid Programs - Transportation Trust Fund

Through the NJDOT's State Aid programs local governments can receive grant funds for a variety of transportation projects, particularly roadways. Below is a brief summary of each grant program:

1. Municipal Aid: All municipalities are eligible for projects that support walking and biking in their communities, such as pedestrian safety improvements, bikeways, and streetscapes.
2. Transit Village: Provides funds for traditional and non-traditional transportation projects that are within a half mile of the transit facility. Only designated New Jersey Transit Villages are eligible.
3. Bikeways: Funding for bicycle projects that create new Bike Path Mileage.
4. Safe Streets to Transit: Provides funding to construct safe and accessible pedestrian connections to transit facilities to encourage use of transit by the general population.

### Federal Funding Programs

*Timeline: 12 – 18 months*

#### FEMA Hazard Mitigation Grant Program (HMGP)

The Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) helps communities implement hazard mitigation measures following a Presidential major disaster declaration. The objective is to support cost-effective measures during recovery that will reduce the risk of physical and social impacts from future disasters. Through the New Jersey Office of Emergency Management (NJOEM) the FEMA Hazard Mitigation grants are available for local governments to fund their infrastructure projects. Total project costs are covered up to 75 percent for hazard mitigation projects with a varying cap subject to the sliding scale formula that FEMA provides for disaster recovery for each disaster declaration.

#### Building Resilient Infrastructure and Communities (BRIC)

Through the Federal Emergency Management Agency (FEMA) and the U.S. Housing and Urban Development Department a variety of grants are available for local governments to fund their infrastructure projects. FEMA launched the BRIC grant to fund state and local hazard mitigation projects. A portion of the grant is through state allocation (state cap of \$2 million FY22) and a national competition (award of \$50 million sub applicant).

#### Community Development Block Grants (CDBG)

HUD has a variety of community development block grants (CDBG) that can be used to fund infrastructure projects, such as the CDBG-Disaster Relief grant. CDBGs are particularly helpful when trying to satisfy the required cost share of some funding programs' non-federal cost share.

#### Water Infrastructure Finance and Innovation Act (WIFIA)

WIFIA provides communities long-term, low-cost supplemental credit assistance for water and wastewater projects. Local governments, private corporations, and trusts and partnerships are eligible to apply. The program's flexible terms allow for loans to fund a variety of projects, subject to some requirements, and for repayment to be deferred for a maximum of five (5) years. WIFIA will cover up to 49% of total project costs and will cap project size at \$20 million.



# DESCRIPTION OF SERVICES

## GEOGRAPHIC INFORMATION SYSTEMS (GIS)

SCE is a leader providing *Geographic Information Systems (GIS)* services and solutions to support various disciplines including local government, water, wastewater, gas, and electric utilities across the United States. We provide *highly innovative customized mapping solutions* ranging from field data collection, web maps and apps, complete data management programs, GIS training, and more.

SCE is proud to be a *Silver Esri Business Partner*, using the latest in technology resources, hardware, and software to ensure our Clients get the best and most efficient product and services. SCE's standard is to deliver GIS Services and Solutions that are *affordable, integrated, functional, and user friendly*.



### GIS Services we offer include:

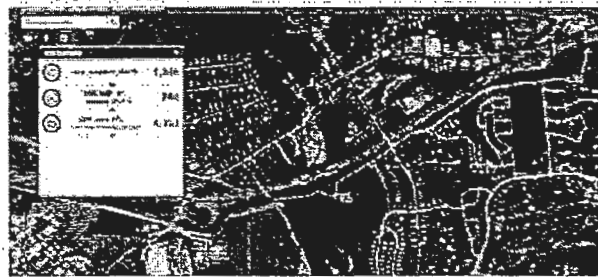
- Database Development & Management
- GIS Field Data Collection
- Mobile App Development
- Project Management Dashboards
- GPS/GNSS Data Collection
- Data Modeling
- Data Conversion & Integration
- 3D Modeling - Lidar/Photogrammetry
- Web Mapping Application Development & Hosting
- Enterprise GIS Implementation, Management, and Consulting
- On-site GIS & GNSS Training & Consulting

### GIS-based Solutions include:

- Asset/Facility Inspection, Inventory & Management
- Real-Time As-Built Data Collection & Database Integration
- Field Data Collection Operation Management
- Web Mapping Application Development & Reporting
- Cartographic Map Production & Support
- Digital Inspection & Reporting

We use the *ArcGIS Enterprise and ArcGIS Online* suite of software, desktop analysis with ArcGIS Pro and ArcMap, custom web app development, and mobile GIS app configuration and implementation with Field Maps, Collector, Survey123, Dashboards, and data sharing and collaboration with ArcGIS Hub. Additional integrated platforms include Trimble, Eos NearMap, SQL Server, and Azure. We work closely with SCE's Survey Department to provide field services such as Unmanned Aerial Vehicle (UAV), photogrammetry, and 3D LIDAR Scanning.

SCE's technological infrastructure, staff knowledge and experience base, coupled with continuous technology training ensures that we will continue to provide our Clients with an exceptional level of GIS services and solutions.

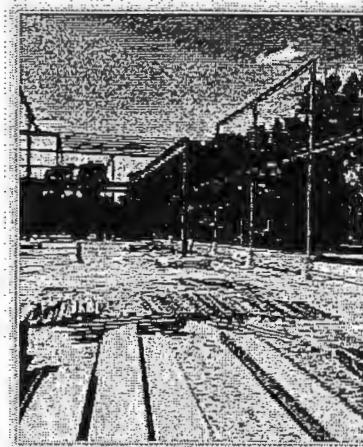


# DESCRIPTION OF SERVICES

## LAND DEVELOPMENT

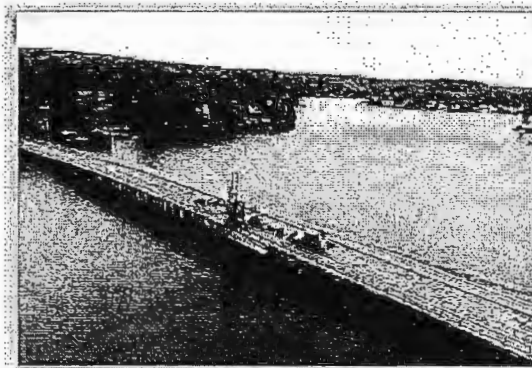
SCE is a diverse firm with many capabilities to represent Clients from both the private and public sectors. By doing so, our professionals are well equipped and up to date on all regulatory and permitting issues and requirements. We highly value the experience gained by preparing site plan improvements and presenting these plans to municipal, county, and state agencies for review and approval. SCE has a team of professional engineers and planners that enjoy public presentation and meetings, and thrive in presenting our Clients' designs.

At SCE, we also regularly interact with all divisions of the New Jersey Department of Environmental Protection (NJDEP) and New York State Department of Environmental Conservation (NYSDEC) regarding wetlands, flood hazard areas, water quality, wastewater plans, Highland's regulations, etc., in addition to local and county agencies. Our professionals stay up to date on training to ensure that our design teams are knowledgeable about not only current regulations but also pending regulations. We regularly provide webinars to keep our Clients informed of known pending regulations as a part of our ethical and professional responsibility to educate Clients and their communities of proposed changes. We feel that this *combination of private sector design experience, assembled together with our public agency overview* and inspection experience provides SCE with a broad-spectrum knowledge base which provides our Clients with excellent services.



SCE's portfolio includes the following types of Land Development projects:

- Hospital and Healthcare facilities
- Pharmaceutical facilities
- Commercial and retail facilities
- Office buildings and complexes
- Residential developments
- Mixed use developments
- Affordable housing developments
- K-12 schools
- Colleges and Universities
- Energy and Utility facilities
- Local and County Government facilities
- Bridges and Culverts
- Infrastructure
- Recreation, athletics, and concession
- Expert witness, litigation, and testimony





# DESCRIPTION OF SERVICES

## CONSTRUCTION ADMINISTRATION & OBSERVATION

SCE has a Construction Administration and Observation Department comprised of **OSHA certified Technicians and Inspectors** who are trained in various disciplines including engineering, surveying, and landscape architecture. Our professionals are responsible for overseeing projects from pre-construction through project close-out. Our team includes **NICET certified Observers** with significant on the job training to handle any type of environment. Our team understands what is required on jobs sites daily including preparing daily inspection reports, adhering to project schedules, and ensuring Contractors are completing work in accordance with all plans and specifications for the projects.

Our Project Team are extremely experienced professionals. We have proven experience in these exact services for other municipalities throughout the state on an expedited time schedule to enable projects to be constructed **within budget** and completed **within the Client's established time schedules**. SCE has a large Department consisting of Technicians, Observers, and Safety Coordinators who are local to the area and can provide daily construction observation and oversight. Our team members are prepared to conduct regular site visits at each project location in preparation for monthly progress meetings. These monthly meetings will be coordinated and hosted by SCE, held on-site with project stakeholders.



The SCE Team is very experienced in providing construction administration and observation services for all types of projects including but not limited to: roadway realignment projects including all phases of Municipal Engineering; preparation of bid documents (plans and specifications), field surveys and investigations, reviewing existing construction plans and inspection reports, utility coordination, and staged construction with traffic controls and/or detours.

**SCE understands the potential construction constraints** and will ensure that the Contractor will maintain schedule, safety measures, and adhere to the specifications during construction. Our team members are trained and excel in tracking project progress, including project budgets. Project oversight services include:

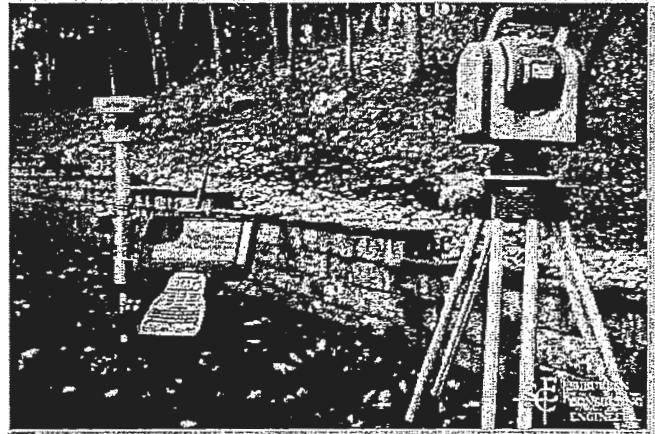
- Monitor project budgets to ensure that all projects expend funds in accordance with all local, county, and federal policies and regulations.
- Maintain records and documentation as required for federally funded projects.
- Close out construction projects in accordance with federal requirements.
- Provide documentation that the project has been completed in reasonably close conformity with approved plans and specs including authorized changes and extra work including time extensions.
- Provide a basis for acceptance and reimbursement of project costs with federal funds.
- Acquire information on construction changes.
- Provide documentation of solutions to problems or commitments.
- Offer technical and procedural advice.
- Recommend improved construction techniques and engineering supervision.
- Communicate with project staff.
- Monitor and evaluate progress of work.
- Follow-up on previous inspection findings.



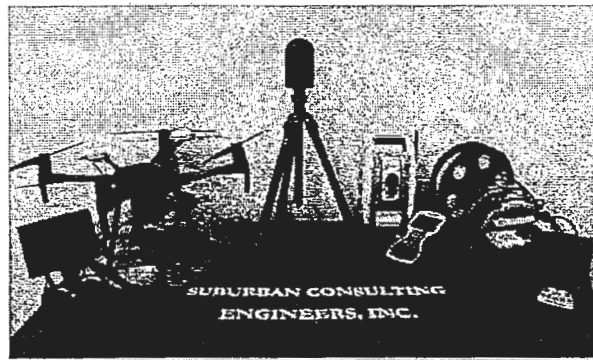
# DESCRIPTION OF SERVICES

## ADDITIONAL CONSIDERATIONS

To provide our Clients *quality, cost-effective services*, SCE has and will continue to invest in state-of-the-art computers, engineering and surveying equipment. SCE always maintains industry standard software and technology to provide our Clients with optimal services on a daily basis. SCE offers both *highly revolutionary and conventional state-of-the-art technology* and continues to maintain today's latest industry standard technology. Providing our Clients with the best economical and environmentally efficient services is highly valued at SCE. SCE has a fleet of vehicles which are utilized by our staff members for on-site project related services including data collection, meetings, deliveries and inspection making it easy to respond to Client project requests. Our vehicles are also properly stocked with necessary safety equipment, emergency kits, personal protective equipment and other related equipment / technologies. Each employee understands that it is their responsibility to enforce all safety regulations in each of their projects. Additionally, our Principals and Managers are responsible for regularly ensuring and enforcing these safety regulations to all staff members.

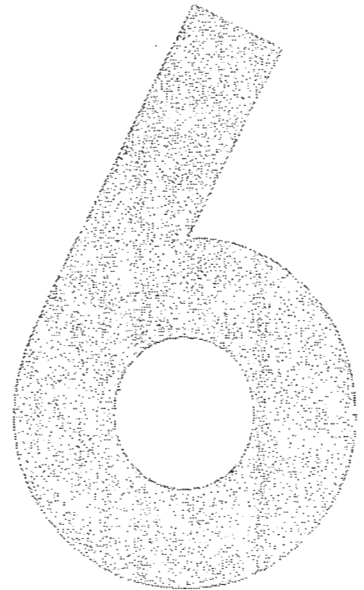


In order to maintain accurate project budgeting and scheduling, SCE utilizes a *Program Financial Management Software* as our internal project management software. All projects are created, monitored and controlled using this software which affords a wide range of management tools to all levels of project staff. Aspects of the Program Management System include initial project creation using proposal information, project work breakdown structure development including resource assignments, actual staff assignments, budget creation, scheduling and invoicing. Project staff of all levels enter and track their time against the several contracts established for each phase of the project, with instant alerts to the Principal and Project Manager upon certain pre-established milestones in the project schedule. Reports are produced and updated daily/weekly/monthly allowing Managers to know exactly where the project completion is relative to the planned project budget and schedule. This immediate tracking enables the Manager to adjust resources if necessary and notify *Client instantaneously*, to ensure timely completion. With the use of this technology, SCE projects run smoothly from start to finish and all staff members are fully aware of their individual project responsibilities and corresponding budgets to complete designated tasks.



6

MANAGEMENT  
APPROACH



# MANAGEMENT APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

### Management Plan

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) has assigned an experienced and capable team to assist the City of Camden (City) in all future projects. The SCE Project Team is immediately available to and looks forward to the opportunity to demonstrate our focused and effective approach to the City. The following section further describes our management approach that will be utilized on future projects for the City.

The Project Team will be headed by Vice President and Principal, **Mr. Joseph D. Perello, LLA, RLA, ASLA, PP.** Mr. Perello is a principal of the firm, and has ultimate responsibility for all technical, managerial, and financial aspects of the project delivery.

Our Branch Manager, **Mr. Robert Gregoria, PE, LEED GA,** will serve as the Project Manager to the City. Mr. Gregoria has extensive experience managing a design group responsible for scheduling projects, workload projections, weekly staffing reports, proposal scoping, writing and fee estimation, quality assurance and review of designs, and management of personnel. Mr. Gregoria has served as the Project and Client Manager of various award-winning park development projects for many counties and municipalities throughout the State of New Jersey and has the ability to assist our Clients with bringing their project visions to life. He will be responsible for maintaining the project on schedule and on budget through timely review of all phases in a project. He will be the primary contact person with the City's representatives on projects and will be responsible for the assignment of tasks to specific individuals within the firm for successful completion of the projects. Any deviation to the scope of work, timetable, or budget must be brought to the attention of the Principal-in-Charge, who will bring it to the attention of City.

Our Project Team members have hands-on experience with our projects, and have ensured that their projects are prepared on time and on budget. Our Project Managers and Design Professionals communicate with the Project Team and possess the technical skills and demonstrate the leadership qualities that ensure a project's success. Our proposal has been prepared with the knowledge of our past experiences and projects in mind, we know what it takes to provide results, and we are ready to provide you with professional services that will improve the City to a level that that will benefit the quality of life in the City and be enjoyed by many future generations. Please refer to the resumes of the Project Team, as well as our list of previous projects and references. In order to provide the best possible services to the City, SCE has teamed with **The Rock Brook Consulting Group, PA** to provide mechanical, electrical, plumbing, and fire protection services; **McDonough & Rea Associates, Inc.** to provide transportation engineering services; and **CTS Group Architecture/Planning, P.A.** to provide necessary architectural support services.

An organizational chart depicting the reporting structure of the SCE Project Team is provided in the Key Personnel section of this package. Please see the attached resumes for the credentials and qualifications of the key staff.



# MANAGEMENT APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

### Contact Information

#### **SUBURBAN CONSULTING ENGINEERS, INC.**

2430 Highway 34, Building A  
Wall, New Jersey 08736  
T: (732) 282-1776  
F: (732) 722-7319  
[www.suburbanconsulting.com](http://www.suburbanconsulting.com)

Principal-in-Charge: Joseph D. Perello, LLA, RLA, ASLA, PP, Vice President  
[jperello@suburbanconsulting.com](mailto:jperello@suburbanconsulting.com), (732) 282-1776 ext. 3301

Project Manager: Robert Gregoria, PE, LEED GA  
[rgregoria@suburbanconsulting.com](mailto:rgregoria@suburbanconsulting.com), (732) 282-1776 ext. 3305

#### **The Rock Brook Consulting Group, PA**

20 South Middlesex Avenue, Suite B  
Monroe Township, New Jersey 08831  
T: (267) 519-3439  
F: N/A

<https://therockbrook.com/>

Principal-in-Charge: Jeffrey Pilla, Associate  
[JPilla@therockbrook.com](mailto:JPilla@therockbrook.com), (267) 606-3404

#### **McDonough & Rea Associates, Inc.**

1431 Lakewood Road, Suite C  
Manasquan, New Jersey 08736  
T: (732) 528-08736  
F: (732) 528-6673

Principal In Charge - Jay S. Troutman, Jr., PE, Principal,  
[jayt@mratraffic.com](mailto:jayt@mratraffic.com), (908) 789-7180

#### **CTS Group Architecture/Planning, P.A.**

20 N. Doughty Avenue  
Somerville, New Jersey 08876  
T: (973) 635-5900  
F: N/A  
<https://www.ctsarch.com/>

Principal-in-Charge: William Slack, Principal  
[wslack@ctsarch.com](mailto:wslack@ctsarch.com), (973) 635-5900 ext 15



# MANAGEMENT APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

At SCE we understand the importance of budgets, schedules, and quality control and have real-time information available to our managers and staff to keep them informed so they can best manage your projects. Through the use of our frequently upgraded project management software, all key staff are able to monitor and update critical project information including budgets, schedules, deliverables, and milestones. Today's engineering project schedules are controlled by regulations and permits; we understand and manage each project's critical path for on-time and on-budget completion. We also understand the importance of Client communication and building long term business relationships. We are sensitive to our Clients, their constituents, and each project's stakeholders' needs. All of our projects are managed by a Principal of the firm who is always available to make sure you receive prompt response and sound answers to your questions and long-term continuity with the individual in charge.

### VALUE ADDED

SCE's mission is creating SOLUTIONS for Client SUCCESS by delivering INNOVATIVE and practical professional services. Our goal is to facilitate progress and advance the goals of our Clients and the communities they serve. Every day we are inspired to be better than we were the day before and we know our Clients expect nothing less. SCE will lead design plans from concept to completion, extrapolate ideas, eliminate roadblocks, and advocate solutions that surpass expectations from vision to reality.

Multi-faceted Teams - SCE is a multi-disciplinary design firm that has extensive experience in **providing professional engineering, landscape architecture, environmental science, land surveying, Enhanced GIS Data Collection, and planning and funding services to various public and private Clients**. With the growth of the firm, we have successfully developed a staff of professionals to provide a broad scope of services. SCE currently provides professional solutions in the following major service categories:

- Civil & Municipal Engineering
- Land & Site Development
- Utility Engineering (Water, Wastewater, and Natural Gas)
- Landscape Architecture
- Land Surveying
- Environmental & Permitting
- Geospatial (GIS)
- Material Tracking & Traceability (Enhanced GIS & Asset Management)
- Construction Administration & Observation



# MANAGEMENT APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

### Municipal & Funding

SCE represents municipal and county governmental agencies throughout the region. Our licensed professionals and technical support team provides an array of services including intricate design solutions, planning assistance, funding guidance, project management, and construction oversight on projects related to infrastructure improvement. We have successfully secured millions of dollars of aid for our municipal clients while serving under multi-year appointments.

Additionally, several of our licensed professionals serve under appointed positions including planning, zoning, and municipal engineer. Furthermore, SCE team members exhibit comprehensive knowledge of municipal and state rules and regulations, grant funding, and NJDEP requirements, such as Stormwater Management and Regulatory Compliance, which are critical and required in today's municipal engineering projects. Our team has the experience and skills necessary to assist municipal and county agencies in approaching and completing their multi-faceted projects.

### Supplier Diversity & Subconsultants

SCE understands the goal for diversity engagement including Small Business Enterprise (SBE), Veteran Owned Business (VOB), Minority Business Enterprise (MBE), and Women Business Enterprise (WBE). SCE is pleased to announce, that as a result of our long-term ownership transition planning and commitment to advance a greater diversity in our team of capable resources, we are now a recognized **Women Business Enterprise** and certified through the **Women's Business Enterprise National Council (WBENC)** and **the State of New Jersey**.

SCE has the capability to team with subconsultants of many specialties and disciplines. SCE interviews each sub-consultant attained for our Clients' projects to ensure they meet both professional industry and project standards. Additionally, SCE enters into a Professional Services Agreement with each of our sub-consultants which outlines fees, price, project schedule, and standard professional terms and conditions related to our Clients' projects. SCE has the in-house capabilities and management software to successfully track, coordinate, and pay sub-consultants directly, which we offer as a service to our Clients.

### Latest Technology, Software & Programs

At SCE, we make it a matter of policy to be a leader in the industry by providing our Clients with the latest developing technologies. To provide our Clients cost-effective services, we have and will continue to invest in state-of-the-art computers, engineering, and surveying equipment. SCE offers both highly revolutionary and conventional state-of-the-art technology and continues to maintain today's latest industry standards. We value providing our Clients with the best economical and environmentally efficient services. In-house software and technology include:



# MANAGEMENT APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

- Civil 3D AutoCAD
- AutoDesk World
- ESRI ArcGIS products & applications
- Haestad's PondPack & WaterCAD
- HEC RAS
- High-Definition Surveys & Laser Scanning
- Adobe Master Collection
- Many other industry-recognized programs for engineering design

### Project Management Technology

A Professional-in-Charge (PIC) and Process Manager (PM) is assigned to every project at SCE along with the support of a designated Client Manager to provide continual representation. SCE utilizes Deltek software as our internal project and financial management platform to maintain accurate project budgeting and scheduling. All projects are created, monitored, and controlled using this software which provides a wide range of management tools to all levels of project staff. Project staff are required to enter and track their time against the planned budgets for all projects, with instant alerts sent to the PIC and PM upon certain pre-established milestones in the project schedule. Project reports are produced and updated daily/weekly/monthly, allowing our team to know exactly where the project completion is relative to the planned budget and schedule. This immediate tracking enables our managers to adjust resources if necessary and notify Clients instantaneously, to ensure timely completion of all services.

### QA & QC Management

Quality Assurance (QA) is the verification of the effectiveness of Quality Control (QC) measures. SCE utilizes our company-approved corporate QA Manual. Our firm also prepares appropriate Departmental QA Checklists. We recognize that our Clients' review does not relieve SCE the responsibility of submitting quality documents. The Checklist items are the major design items that are important to assure accurate development of the contract documents. Our QA/QC Manager and Project Manager (PM) ensure that our team adheres to our approved QA Manual.

SCE regularly conducts internal staff meetings, status meetings, and routine 30/60/90 progress meetings with our Clients to review project schedules and keep the Design Team involved and aware of all actions and aspects of the project work. Status reports accompany each meeting, and SCE keeps the lines of communication open throughout all project processes. SCE conducts weekly or semi-monthly meetings, as necessary, to keep our Clients abreast of the status of their projects and milestones that were met.





# MANAGEMENT APPROACH

## REQUEST FOR QUALIFICATIONS AS-NEEDED PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF ONE (1) YEAR RFQ #23-09

SCE's ability to perform Construction Inspection becomes an integral QA/QC tool during the entire design process. Our experienced Field Engineers make periodical reviews during the design process, to confirm the designs are constructible, practical, safe, and economical. SCE's reputation over the years is based on its history of providing a quality product within budget. With a multitude of experienced personnel in various disciplines, our PMs can search out the "in-house expert" in the field or find an individual who has encountered a specific situation before to address seemingly insolvable design issues quickly and efficiently.

### On-Site Safety

SCE has a thorough safety protocol program and in-house Safety Coordinator, certified through the Occupational Safety and Health Administration (OSHA), who is responsible for enforcing safety policies and procedures to ensure proper working conditions are maintained for and by SCE employees. Our staff members are knowledgeable and trained in our company's policy for safety. Each employee is required to review and sign off on our company Handbook, which outlines our policies and employee responsibility with safety equipment and personnel safety on-site. Each employee understands that it is their responsibility to enforce all safety regulations in each of their projects.



DB  
07-11-23

R-12

**RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY BENEFITS  
AGREEMENT BETWEEN THE CITY OF CAMDEN AND NORTHGATE  
PRESERVATION URBAN RENEWAL LLC FOR NORTHGATE I**

**WHEREAS**, Northgate Preservation Urban Renewal LLC (hereinafter referred to as the "Sponsor"), is the contract purchaser of the 321-unit family housing project known as Northgate I Apartments (hereinafter referred to as the "Project") located at 433 N. 7<sup>th</sup> Street, Camden, New Jersey also known as Block 84, Lot 65 on the Tax Map of the City of Camden (hereinafter referred to as the "Municipality") and proposes to rehabilitate the Project; and

**WHEREAS**, the Project is a rehabilitation of a low and moderate income property to be financed through the syndication of Low-Income Housing Tax Credits through the New Jersey Housing and Mortgage Financing Agency as well as through state tax credits from the Aspire program ("Aspire Tax Credit Program") from the New Jersey Economic Development Authority ("NJEDA") established under the New Jersey Economic Recovery Act of 2020, P.L. 2020, Chapter 156, as amended by P.L. 2021, Chapter 160 Regulations, NJAC 19:31-23 et seq. (collectively, the "Act"), and other financing sources; and

**WHEREAS**, pursuant to the requirements of the Act, Sponsor, Hearthstone HVPG Northgate, LLC as the co-applicant of Sponsor under the Aspire Tax Credit Program, NJEDA and the Municipality are required to enter into a Community Benefits Agreement, which shall set forth the benefits of the Project to the community; and

**WHEREAS**, the governing body of the Municipality hereby determines that the preservation of the Project as low-income housing for the benefit of the community with affordability controls that extend for a minimum period of thirty (30) years, the rehabilitation of the Project, and the donation of \$25,000 to the Municipality for the purposes of the construction or rehabilitation of a public park or playground in the community or for any other public purpose desirable by the Municipality to serve the community residents as proposed by the Sponsor are benefits to the community; and

**WHEREAS**, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.


**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Camden (the "Council") that:

1. The Council finds and determines that the preservation of the Project as low-income housing for the benefit of the community with affordability controls that extend for a minimum period of thirty (30) years, the rehabilitation of the Project, and the donation of \$25,000 to the Municipality for the purposes of the construction or rehabilitation of a public park or playground in the community or for any other public purpose desirable by the Municipality to serve the community residents as proposed by the Sponsor are benefits to the community;
2. The Council authorizes the Mayor to execute, on behalf of the City, a Community Benefits Agreement in substantially the form set forth in Exhibit "A" annexed hereto.

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: July 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

EXHIBIT A  
COMMUNITY BENEFITS AGREEMENT

*None  
attached*

K-13

DB:dh  
07-11-23

**RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM  
OF UNDERSTANDING BETWEEN THE CITY OF CAMDEN  
AND CENTER FOR FAMILY SERVICES INC. FOR THE USE OF  
U.S. WIGGINS SCHOOL**

WHEREAS, the City of Camden through the signing of a Memorandum of Understanding with the Center for Family Services agrees to coordinate, support, and confirm the cooperative partnership to utilize U.S. Wiggins School, 400 Mount Vernon Street, Camden, NJ to facilitate and host its slate of Summer Programs between June – August 2023; and

WHEREAS, it is necessary for the City of Camden to enter into a Memorandum of Understanding with the Center for Family Services to define the terms and conditions for the use of U.S. Wiggins School; and

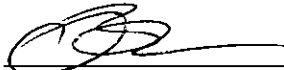
WHEREAS, the Mayor of the City of Camden and the Council of the City of Camden supports and deems it in the best interest of the City of Camden to enter into a Memorandum of Understanding with Center for Family Services; now, therefore

BE IT RESOLVED by the City of Camden that the proper officers be and are hereby authorized to enter into a Memorandum of Understanding for the above stated reasons.

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: July 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  
City Clerk

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Center For Family Services, Inc.  
AND  
The City of Camden**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Center For Family Services (hereinafter referred to as “CFS”), whose address is 584 Benson Street, Camden, New Jersey 08103 and The City of Camden (hereinafter sometimes referred to as “The City of Camden”), whose address is 1000 North 6<sup>th</sup> Street, Camden, New Jersey 08102.

**Senior Officials**

**The City of Camden Department of Health & Human Services**

1. **Name:**  
**Title:**

**Center For Family Services**

1. **Name:**  
**Title:**

2. **Purpose.** The purpose of this MOU is to coordinate, support, and confirm the cooperative partnership between CFS and The City of Camden to utilize U.S. Wiggins School, 400 Mount Vernon Street, Camden, New Jersey 08103 to facilitate and host its slate of Summer Programs between June – August 2023.
3. **Terms.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until and unless terminated by either party upon thirty (30) days written notice to the other party or other mutually agreed upon terms. The notice must be delivered by certified mail, return receipt requested, or in person, with written proof of delivery.

**I. Center For Family Services will:**

1. Provide daily access and use of building space located at U.S. Wiggins School, 400 Mount Vernon Street, Camden, NJ 08103.
2. Provide dedicated and secured storage area for program supplies, materials, and equipment.
3. Provide facilities management.
4. Facilitate direct linkages to wraparound social supports to program participants and their families, including, but not limited to:
  - Financial Opportunity Center
  - Workforce Development
  - Violence Prevention
  - Behavioral & Mental Health
  - Medical/Dental Home Connection

- Parenting & Fatherhood Programs

## II. The City of Camden will:

1. Submit and coordinate facilities requests with Center For Family Services Facilities Team in a timely manner.
2. Provide a schedule of programs and hours of operation to CFS Senior Officials.
3. Provide project staff to assist in oversight of the program.
4. Maintain accurate and consistent organizational contact information.
5. Purchase all needed materials, supplies, and equipment for programs.
6. Provide and maintain security personnel during all times of program operation, Monday through Sunday, \_\_: \_\_AM - \_\_: \_\_PM.
7. Communicate access, security, and scheduling changes to Center For Family Services' Senior Officials immediately.

## III. Timeline

This MOU partnership will exist for the duration of the period of the Summer Program from June – August 2023.

## IV. Term and Termination

The term of the MOU shall be from the start date of the MOU until the later of the completion of the Program or the termination of this MOU by either party in writing. This MOU may be terminated by either party, with or without cause, by providing 30-days' notice in writing to the persons signing this MOU or as otherwise agreed by the parties. The "Payment" section of this MOU shall survive termination of this MOU.

4. **Confidentiality.** Each party acknowledged that in the course of performing under this Agreement, either party may learn or come into possession of certain confidential, trade secret, or proprietary information and documents of the other party ("Confidential Information"). Each party agrees not to use Confidential Information for any purposes other than the performance of the Services under this Agreement. Each party agrees not to disclose Confidential Information to third parties except as necessary for the performance of this Agreement, and provided that a party will have executed or shall execute appropriate written agreements with such third parties sufficient to enable the other party to comply with all the provisions of the Agreement.

The parties agree to use the same level of care in safeguarding Confidential Information that is used with their own confidential information of a similar nature, but in no event less than reasonable care.

5. **Independent Contractor.** None of the provisions of this MOU is intended to create and none shall be deemed or construed to create, any relationship between the Parties other than that of Independent Contractors. The parties are independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this MOU. This MOU is not intended, and shall not be construed, to create a venture, partnership, association, trustee-beneficiary relationship, principal-agent relationship, or fiduciary relationship, among the parties.

## 6. Indemnification.

The City of Camden shall indemnify, hold harmless, and defend CFS and its officers, directors, employees, agents, affiliates, successors, and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, and costs, that are incurred by CFS (hereinafter collectively "Losses"), arising out of or related to any third-party claim alleging:

1. Breach or non-fulfillment of any provision of this MOU by The City of Camden or The City of Camden's Partners;
2. Any negligent or more culpable act or omission of The City of Camden's personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this MOU;
3. Any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of The City of Camden or its Personnel (including any reckless or willful misconduct); or
4. Any failure by The City of Camden or its Personnel to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations under this MOU.

CFS shall indemnify, hold harmless, and defend The City of Camden and its officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney's fees and costs, that are incurred by The City of Camden (hereinafter collectively, "Losses"), arising out of or related to any third-party claim alleging:

1. Breach or non-fulfillment of any provision of this MOU by CFS or CFS' Partners;
2. Any negligent or more culpable act or omission of CFS' personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this MOU;
3. Any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of CFS or its Personnel (including any reckless or willful misconduct); or
4. Any failure by CFS or its Personnel to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations under this MOU.

7. **Insurance.** During the Term of this MOU, The City of Camden shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to CFS, with policy limits of at least



One Million Dollars (\$1,000,000.00), sufficient to protect and indemnify CFS and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from The City of Camden's conduct, acts, or omissions or the conduct, acts, or omissions of The City of Camden's agents, Contractors, servants, or employees. Insurance under this provision shall be provided to CFS on a primary basis and CFS shall be listed as an additional insured under all such policies. The City of Camden shall forward a Certificate of Insurance verifying such insurance upon the execution of this Agreement, which certificate will indicate that such insurance policies may not be canceled before the expiration of a ninety-day (90) notification period and that CFS will be immediately notified in writing of any such notice of termination.

**8. General Provisions.**

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be subject to all applicable federal and/or state laws, rules, and regulations and construed in accordance with the laws of the State of New Jersey.

C. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

9. **Entirety of Agreement.** This MOU and its attachments represent the entire agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
10. **Additional Terms.** Section 6032 of the Federal Deficit Reduction Act of 2005 ("DRA") requires Center For Family Services, Inc. to assist in preventing, detecting and addressing fraud, waste and abuse in federal health care programs by taking certain actions, including establishing written policies for employees, Contractors and agents that provide detailed information about federal and state false claims statutes and penalties, and whistleblower protections. Center For Family Services, Inc. has established written policies and has made them available as required by the DRA. The policies are False Claims Liability, Antiretaliation Protections, and Detecting and Responding to Fraud and Sanction and Exclusion List Monitoring. These policies are also available in Policy Medical which is accessible on Center For Family Services, Inc.'s intranet as well as on Center For Family Services, Inc.'s website at [www.centerffs.org](http://www.centerffs.org). The City of Camden agrees to comply with these policies and to disseminate and make them readily available to The City of Camden's employees and managers.
11. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**The City of Camden**

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

Name:

Title:

Date :

**Center For Family Services, Inc.**

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

Name: Merilee Rutolo

Title: President & Chief Strategy Officer

Date:

A-14

DB:dh  
07-11-23

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO INITIATE THE  
COMPETITIVE CONTRACTING PROCESS TO RECEIVE PROPOSALS FOR  
CAMDEN STRONG REVOLVING LOAN FUND**

WHEREAS, the City of Camden desires to initiate the competitive contracting process to solicit proposals from Urban Enterprise Zone ("UEZ") enrolled businesses to receive funding of up to \$50,000.00 from the Camden Strong Revolving Loan Fund; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.3, in order to initiate the competitive contracting process City Council must pass a resolution authorizing the use of competitive contracting; and

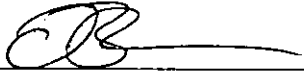
WHEREAS, pursuant to N.J.S.A. 40A:11-4.1k, the Department of Community Affairs Division of Local Government Services must approve the City's use of the competitive contracting process to solicit proposals from UEZ enrolled businesses to receive funds from the Camden Strong Revolving Loan Fund; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the City of Camden is hereby authorized to initiate the competitive contracting process to solicit proposals from UEZ enrolled businesses to receive funding from the Camden Strong Revolving Loan Fund.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of the 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: July 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: 07/11/2023

TO: City Council  
FROM: Timothy J. Cunningham, Business Administrator

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO INITIATE THE COMPETITIVE CONTRACTING PROCESS TO RECEIVE PROPOSALS FOR THE CAMDEN STRONG REVOLVING LOAN FUND**


Point of Contact: Lateefah Admin-Purchasing 856-757-7475 lachandl@ci.camden.nj.us  
Chandler

Name	Department-Division-Bureau	Phone	Email
Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us

### ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director				
Supporting Department Director (if necessary)				
Grants Management				
Qualified Purchasing Agent	Y		4/22/2023	
Director of Finance	Y			

Approved by:  
Business Administrator

 \_\_\_\_\_  
Signature Date 6/26

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 JUN 30 2023

<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 CITY OF CAMDEN TO INITIATE THE COMPETITIVE CONTRACTING PROCESS TO RECEIVE PROPOSALS FOR THE CAMDEN STRONG REVOLVING LOAN FUND PROGRAM**

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

- Camden Strong Revolving Loan Fund Program (RLF) has \$335,000.00 available funding
- RLF will provide up to \$50,000.00 per loan to approximately 7-15 UEZ enrolled businesses
- RFL will help UEZ businesses with operating capital, acquisition of land and buildings, new construction, façade and building renovation, landscape and property improvements and/or machinery and equipment

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

**APPROPRIATION NUMBER: N/A**

**PROCUREMENT: N/A**

**IMPACT STATEMENT:**

- The RLF will help with business expansion and job creation in the City of Camden for several years
- Competitive Contracting will allow a 5year contractual period

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Joseph Thomas, UEZ Coordinator

**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	N/A
Purpose or Need for service:	COMPETITIVE CONTRACTING FOR CAMDEN STRONG REVOLVING LOAN FUND
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)	N/A
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	NJSA 40A:11-4.3
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 \_\_\_\_\_

R-15

DB:dh  
07-11-23

**RESOLUTION AUTHORIZING THE AWARD OF A \$818,693.75  
(MAIN BID PLUS ALT #1) CONSTRUCTION CONTRACT TO PAVING PLUS, LLC  
FOR FY 2021 RESURFACING OF VARIOUS STREETS PROJECT**

WHEREAS, there exists a need for a paving contractor to perform milling and resurfacing of various City streets; and

WHEREAS, pursuant to Bid No. 23-07 one (1) bid was received on June 9, 2023 by Paving Plus, LLC; and

WHEREAS, the Purchasing Agent and the Business Administrator have recommended to the Council of the City of Camden, that the Council award a contract to Paving Plus, LLC, for the resurfacing of various streets in the City of Camden for the total sum of EIGHT HUNDRED EIGHTEEN THOUSAND SIX HUNDRED NINETY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$818,693.75); and

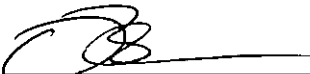
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the reserve for state and federal grant budget account of the City of Camden under line item "G-21--666-997", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT FURTHER RESOLVED, by the City Council of the City of Camden, that the City Council awards a contract to the lowest responsible bidder Paving Plus, LLC for an amount not to exceed EIGHT HUNDRED EIGHTEEN THOUSAND SIX HUNDRED NINETY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$818,693.75), for the resurfacing of various streets in the City of Camden, 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: July 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: PAVING PLUS

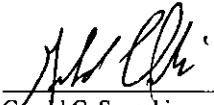
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:  
AMOUNT:
- APPROPRIATION RESERVE:  
AMOUNT: \$
- DEDICATED BY RIDER:  
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT: G-21 - 666-997  
AMOUNT: \$ 818,693.75
- 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: \$818,693.75

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED : RESOLUTION AUTHORIZING THE AWARD OF \$818,693.75 (MAIN BID PLUS ALT #1) CONSTRUCTION CONTRACT TO PAVING PLUS, LLC OF FRANKLINVILLE, NJ FOR FY2021 RESURFACING OF VARIOUS STREET PROJECTS.

  
\_\_\_\_\_  
Gerald C. Seneski  
*Director of Finance*  
Date: 6/22/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: JULY 11, 2023

TO: City Council  
FROM: Edward Williams, Director Planning & Development/Office of Capital Improvements  
**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the Award of a \$818,693.75 (Main bid plus Alt #1) Construction Contract to Paving Plus, LLC. of Franklinville, NJ, for FY 2021 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		6/12	
Supporting Department Director (if necessary)	N			
Director of Grants Management	N		6/15/23	
Qualified Purchasing Agent	Y		6/22/2023	
Director of Finance	Y		6/22	

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

JUN 30 2023

<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 \$818,693.75 Construction Contract to Paving Plus, LLC., in connection with FY 2021 Resurfacing of Various Streets project.

### FACTS/BACKGROUND:

- Various streets in the City of Camden need resurfacing/improvements
- Paving Plus was lowest responsible bidder & awarded contract
- Improvements include milling, resurfacing, curb/sidewalk, inlets, striping and overlay of existing streets

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$818,693.75 (contract award)

### IMPACT STATEMENT:

- Milling & Resurfacing are needed on various City streets
- City Council approval of this legislation will improve streets in the City of Camden
- 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	Award of Construction Contract
Name of Vendor	Paving Plus, LLC.
Purpose or Need for service:	Award of Construction Contract for FY 2021 Resurfacing of Various Streets in the City of Camden.
Contract Award Amount	\$818,693.75
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.)	Bids received #23-07 RECEIVED 1 BIA
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\*

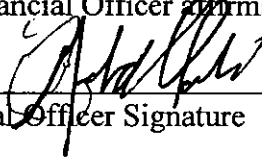
Date \_\_\_\_\_

\_\_\_\_\_  
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.

N/A BIA #23-07 Date \_\_\_\_\_  
Certifying Officer

**For LGS use only:**

Approved  Denied

\_\_\_\_\_  
Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

Initial Report X 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:		2021 TFA Municipal Aid for Resurfacing of Various Streets			
Grant/Funding Agency Program:		NJDOT Transportation Trust Fund			
Grant Federal CFDA or State GIMS Number:					
City Contract Date:		City Contract #:			
Application Resolution #:		Appropriation Code :			
Funding Source:		NJDOT Transportation Trust Fund			
Pass Through: <b>circle one</b>	<input checked="" type="radio"/> Y or N	Source:	NJDOT		
Amount of Grant:		\$2,993,558.53			
Local Match: <b>circle one</b>	Y or <input checked="" type="radio"/> N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:			
Date of Analysis:		Reviewed By:		Kelly Mobley	

**Summary:**

15-Jun-23: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to award a construction contract to Paving Plus, LLC in the amount of \$818,693.75 for construction services related to the 2021 Resurfacing of Various. The contract was selected through a competitive bidding process.(Bid 23-07).

14-Jan-21: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to accept and insert \$1,014,793.00 in municipal aid from the NJ Department of Transportation Trust Fund Authority for design, construction and inspection of roadway improvements.

17-Dec-20: **RESUBMISSION** - The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to apply for \$2,993,558.53 from the New Jersey Department of Transportation Trust Fund for resurfacing of various streets. The application is currently being developed; however, before submission, all applicants are required to provide resolutions authorizing applications to NJDOT.

Typically no matching funds are required.

23-Nov-20: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to apply for \$2,993,558.53 from the New Jersey Department of Transportation Trust Fund for resurfacing of various streets. The application is currently being developed; however, before submission, all applicants are required to provide resolutions authorizing applications to NJDOT.

Typically no matching funds are required.

**Time Lines:**

**Problematic Areas/Recommendations:** n/a

**CAMDEN CITY**  
 520 MARKET STREET  
 P O BOX 95120  
 CAMDEN, NJ 08101-5120  
 TEL (856)757-7000

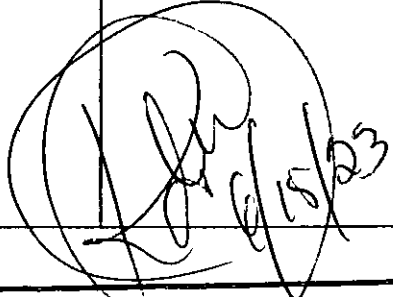
REQUISITION	
NO.	23-00920

S H I P T O	PLANNING & DEVELOPMENT DIVISION OF CAPITAL IMPROVEMTS 520 MARKET ST. 3RD FL RM 325 CAMDEN, NEW JERSEY 08101
	V E N D O R

ORDER DATE: 04/20/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AWARD OF CONSTRUCTION CONTRACT (MAIN BID PLUS ALT #1) IN CONNECTION WITH FY 2021 RESURFACING OF VARIOUS STREETS PROJECT.  BID #23-07	G-21- -666-997	818,693.7500	818,693.75
			TOTAL	818,693.75


20.  
6/20/2023


  
 6/15/23

2023 JUN 20 AM 9:21  
 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.

  
 Department Head \_\_\_\_\_ Date 6/15/23

  
 Receiver of Goods \_\_\_\_\_ Date 6/15/23

**THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU**

**Base Bid No. 1**

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Est. Qty</u>	<u>Unit Price in words dollars and cents</u>	<u>Unit Price in Numerals</u>	<u>Total</u>
1	BREAKAWAY BARRICADES IF & WHERE DIRECTED	UN	5	One Dollar and Zero Cents	\$ 1.0000	\$5.00
2	DRUMS IF & WHERE DIRECTED	UN	10	One Dollar and Zero Cents	\$ 1.0000	\$10.00
3	TRAFFIC CONE IF & WHERE DIRECTED	UN	150	One Dollar and Zero Cents	\$ 1.0000	\$150.00
4	CONSTRUCTION SIGN IF & WHERE DIRECTED	SF	365	One Dollar and Zero Cents	\$ 1.0000	\$365.00
9	NO ITEM	N/A	0	Zero	\$ 0.0000	\$0.00
10	STABILIZED SOIL AGGREGATE BASE COURSE ROAD-MIXED 6" THICK	SY	3000	Nineteen Dollars and Fifty Cents	\$ 19.5000	\$58,500.00
11	STABILIZING AGENT BITUMINOUS MATERIAL	GAL	9115	Three Dollars and Seventy Five Cents	\$ 3.7500	\$34,181.25
12	STABILIZING AGENT PORTLAND CEMENT IF AND WHERE DIRECTED	TON	100	Fifty Dollars and Zero Cents	\$ 50.0000	\$5,000.00
13	TACK COAT	GAL	475	No Dollars and One Cents	\$ 0.0100	\$4.75
14	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE 2" THICK	TON	360	One Hundred and Twenty Five Dollars and Zero Cents	\$ 125.0000	\$45,000.00
15	CONCRETE SIDEWALK 5" THICK	SY	25	One Hundred Fifty Dollars and Zero Cents	\$ 150.0000	\$3,750.00
16	CONCRETE DRIVEWAY 6" THICK REINFORCED	SY	35	One Hundred and Seventy Dollars and Zero Cents	\$ 170.0000	\$5,950.00
17	9"X18" CONCRETE VERTICAL CURB	LF	60	One Hundred Twenty Dollars and Zero Cents	\$ 120.0000	\$7,200.00
18	NO ITEM	N/A	0	Zero	\$ 0.0000	\$0.00
19	TRAFFIC MARKINGS LINES LONG LIFE THERMOPLASTIC 4" WIDE	LF	3100	Two Dollars and Zero Cents	\$ 2.0000	\$6,200.00
20	BOLLARD	UN	4	Eight Hundred Seventy Five Dollars and Zero Cents	\$ 875.0000	\$3,500.00
21	TRAFFIC MARKINGS SYMBOLS	SF	25	Twenty Dollars and Zero Cents	\$ 20.0000	\$500.00
22	REGULATORY AND WARNING SIGNS	SF	10	Ninety Five Dollars and Zero Cents	\$ 95.0000	\$950.00
23	CHAIN-LINK FENCE PVC-COATED STEEL 8' HIGH BLACK	LF	785	Seventy Five Dollars and Zero Cents	\$ 75.0000	\$58,875.00
24	SLIDING GATE CANTILEVER SECURITY FENCE DURAGATE CGS-350.8P OR APPROVED EQUAL 24' WIDE COMPLETE AND INSTALLED	UN	1	Nineteen Thousand Five Hundred Dollars and Zero Cents	\$ 19,500.0000	\$19,500.00
25	CONCRETE WHEEL STOP	UN	41	One Hundred Eighty Five Dollars and Zero Cents	\$ 185.0000	\$7,585.00
26	AS-BUILT DRAWINGS	LS	1	One Hundred Dollars and Zero Cents	\$ 100.0000	\$100.00
27	BASIC ELECTRICAL MATERIALS & METHODS	LS	1	One Thousand Two Hundred Dollars and Zero Cents	\$ 1,200.0000	\$1,200.00
28	CONDUCTORS & CABLES	LS	1	Eight Thousand Seven Hundred Fifty Dollars and Zero Cents	\$ 8,750.0000	\$8,750.00
29	GROUNDING & BONDING	LS	1	One Thousand Eight Hundred Dollars and Zero Cents	\$ 1,800.0000	\$1,800.00
30	RACEWAYS & BOXES	LS	1	Two Thousand Four Hundred Dollars and Zero Cents	\$ 2,400.0000	\$2,400.00
31	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYS.	LS	1	Fifteen Thousand Dollars and Zero Cents	\$ 15,000.0000	\$15,000.00
32	ELECTRICAL IDENTIFICATION	LS	1	Two Hundred Dollars and Zero Cents	\$ 200.0000	\$200.00
33	LIGHTING CONTROL DEVICES	LS	1	Two Thousand Seven Hundred Dollars and Zero Cents	\$ 2,700.0000	\$2,700.00
34	LED EXTERIOR LIGHTING	LS	1	Seventy Eight Thousand Dollars and Zero Cents	\$ 78,000.0000	\$78,000.00



**Base Bid No. 1**

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Est. Qty</u>	<u>Unit Price in words dollars and cents</u>	<u>Unit Price in Numerals</u>	<u>Total</u>
35	CONDUCTORS AND CABLES FOR ELECTRONIC DATA-IT SAFETY AND SECURITY	LS	1	Five Thousand Seven Hundred Dollars and Zero Cents	\$ 5,700.0000	\$5,700.00
36	BORROW TOPSOIL	CY	10	One Hundred Dollars and Zero Cents	\$ 100.0000	\$1,000.00
37	TOPSOIL SPREADING 4" THICK	SY	50	Ten Dollars and Zero Cents	\$ 10.0000	\$500.00
38	FERTILIZING & SEEDING TYPE A-3	SY	50	Ten Dollars and Zero Cents	\$ 10.0000	\$500.00
<b>Subtotal:</b>						\$ 375,076.00

**Base Bid No. 1 - Part II (Allowances)**

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Est. Qty</u>	<u>Unit Price in words dollars and cents</u>	<u>Unit Price in Numerals</u>	<u>Total</u>
5	TRAFFIC SAFTEY OFFICERS IF & WHERE DIRECTED	MH	40	EIGHTY-THREE DOLLARS AND NINETY- THREE CENTS	\$ 83.9300	\$3,357.20
6	TRAFFIC DIRECTOR FLAGGER IF & WHERE DIRECTED	MH	40	EIGHTY-THREE DOLLARS AND NINETY-THREE CENTS	\$ 83.9300	\$3,357.20
7	FUEL PRICE ADJUSTMENT	DOLL	500	FIVE HUNDERED DOLLARS AND ZERO CENTS	\$ 1.0000	\$500.00
8	ASPHALT PRICE ADJUSTMENT	DOLL	500	FIVE HUNDERED DOLLARS AND ZERO CENTS	\$ 1.0000	\$500.00
<b>Subtotal:</b>						\$ 7,714.40
<b>TOTAL</b>						\$ 382,790.40

# 23-06 - CITY IMPROVEMENTS TO THE CITY PARKING LOT AT 1100 NEWTON AVENUE2

Opening Date: April 25, 2023 9:15 AM

Closing Date: May 9, 2023 11:00 AM

## Vendor Details

Company Name: Asphalt Paving Systems, Inc.  
Does your company conduct business under any other name? If yes, please state: NJ  
Address: PO Box 530  
555 N Egg Harbor Road  
Hammonton, NJ 08037  
Contact: Laura DeStefano  
Email: laura@asphaltpavingsystems.com  
Phone: 609-561-4161 206  
Fax: 609-561-4161  
HST#: ██████████

## Submission Details

Created On: Monday May 01, 2023 16:07:04  
Submitted On: Tuesday May 09, 2023 10:18:14  
Submitted By: Laura DeStefano  
Email: laura@asphaltpavingsystems.com  
Transaction #: ed8008a3-2564-470a-9e10-85945fecba1a  
Submitter's IP Address: 73.197.156.128

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**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.

**Base Bid No. 1**

The undersigned hereby declare(s) that he (it, they) has (have) carefully examined the Advertisement, Proposal, Information for Bidders, General Conditions, Construction Specifications, Supplementary Specifications, Appendix, Drawings, Plans and Form of Contract 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.

Prospective bidders are hereby notified that they have the option of bidding on both Base Bid No. 1 and Base Bid No. 2, or Base Bid No. 1 ONLY or Base Bid No. 2 ONLY.

Either Base Bid No. 1 or Base Bid No. 2 will be compared and selected on the basis of the TOTAL AMOUNT OF EACH BASE BID, 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 or shown on the plans.

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: **45 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.

**F. We will not be submitting for Base Bid No. 1**

Item	Description	Units	Est. Qty	Unit Price in words dollars and cents *	Unit Price in Numerals *	Total
1	BREAKAWAY BARRICADES, IF & WHERE DIRECTED	UN	5	One Dollar and Zero Cents	\$1.0000	\$ 5.00
2	DRUMS, IF & WHERE DIRECTED	UN	10	One Dollar and Zero Cents	\$1.0000	\$ 10.00
3	TRAFFIC CONE, IF & WHERE DIRECTED	UN	150	One Dollar and Zero Cents	\$1.0000	\$ 150.00
4	CONSTRUCTION SIGN, IF & WHERE DIRECTED	SF	365	One Dollar and Zero Cents	\$1.0000	\$ 365.00
9	NO ITEM	N/A	0	Zero	\$0.0000	\$ 0.00
10	STABILIZED SOIL AGGREGATE BASE COURSE, ROAD-MIXED, 6" THICK	SY	3000	Nineteen Dollars and Fifty Cents	\$19.5000	\$ 58,500.00
11	STABILIZING AGENT, BITUMINOUS MATERIAL	GAL	9115	Three Dollars and Seventy Five Cents	\$3.7500	\$ 34,181.25
12	STABILIZING AGENT, PORTLAND CEMENT, IF AND WHERE DIRECTED	TON	100	Fifty Dollars and Zero Cents	\$50.0000	\$ 5,000.00
13	TACK COAT	GAL	475	No Dollars and One Cents	\$0.0100	\$ 4.75
14	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE, 2" THICK	TON	380	One Hundred and Twenty Five Dollars and Zero Cents	\$125.0000	\$ 45,000.00
15	CONCRETE SIDEWALK, 5" THICK	SY	25	One Hundred Fifty Dollars and Zero Cents	\$150.0000	\$ 3,750.00
16	CONCRETE DRIVEWAY, 6" THICK, REINFORCED	SY	35	One Hundred and Seventy Dollars and Zero Cents	\$170.0000	\$ 5,950.00
17	9"X18" CONCRETE VERTICAL CURB	LF	60	One Hundred Twenty Dollars and Zero Cents	\$120.0000	\$ 7,200.00
18	NO ITEM	N/A	0	Zero	\$0.0000	\$ 0.00
19	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC, 4" WIDE	LF	3100	Two Dollars and Zero Cents	\$2.0000	\$ 6,200.00
20	BOLLARD	UN	4	Eight Hundred Seventy Five Dollars and Zero Cents	\$875.0000	\$ 3,500.00
21	TRAFFIC MARKINGS SYMBOLS	SF	25	Twenty Dollars and Zero Cents	\$20.0000	\$ 500.00
22	REGULATORY AND WARNING SIGNS	SF	10	Ninety Five Dollars and Zero Cents	\$95.0000	\$ 950.00
23	CHAIN-LINK FENCE, PVC-COATED STEEL, 8' HIGH, BLACK	LF	785	Seventy Five Dollars and Zero Cents	\$75.0000	\$ 58,875.00

24	SLIDING GATE, CANTILEVER, SECURITY FENCE, DURAGATE CGS-350.8P OR APPROVED EQUAL, 24' WIDE, COMPLETE AND INSTALLED	UN	1	Nineteen Thousand Five Hundred Dollars and Zero Cents	\$19,500.0000	\$ 19,500.00
25	CONCRETE WHEEL STOP	UN	41	One Hundred Eighty Five Dollars and Zero Cents	\$185.0000	\$ 7,585.00
26	AS-BUILT DRAWINGS	LS	1	One Hundred Dollars and Zero Cents	\$100.0000	\$ 100.00
27	BASIC ELECTRICAL MATERIALS & METHODS	LS	1	One Thousand Two Hundred Dollars and Zero Cents	\$1,200.0000	\$ 1,200.00
28	CONDUCTORS & CABLES	LS	1	Eight Thousand Seven Hundred Fifty Dollars and Zero Cents	\$8,750.0000	\$ 8,750.00
29	GROUNDING & BONDING	LS	1	One Thousand Eight Hundred Dollars and Zero Cents	\$1,800.0000	\$ 1,800.00
30	RACEWAYS & BOXES	LS	1	Two Thousand Four Hundred Dollars and Zero Cents	\$2,400.0000	\$ 2,400.00
31	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYS.	LS	1	Fifteen Thousand Dollars and Zero Cents	\$15,000.0000	\$ 15,000.00
32	ELECTRICAL IDENTIFICATION	LS	1	Two Hundred Dollars and Zero Cents	\$200.0000	\$ 200.00
33	LIGHTING CONTROL DEVICES	LS	1	Two Thousand Seven Hundred Dollars and Zero Cents	\$2,700.0000	\$ 2,700.00
34	LED EXTERIOR LIGHTING	LS	1	Seventy Eight Thousand Dollars and Zero Cents	\$78,000.0000	\$ 78,000.00
35	CONDUCTORS AND CABLES FOR ELECTRONIC DATA-SAFETY AND SECURITY	LS	1	Five Thousand Seven Hundred Dollars and Zero Cents	\$5,700.0000	\$ 5,700.00
36	BORROW TOPSOIL	CY	10	One Hundred Dollars and Zero Cents	\$100.0000	\$ 1,000.00
37	TOPSOIL SPREADING, 4" THICK	SY	50	Ten Dollars and Zero Cents	\$10.0000	\$ 500.00
38	FERTILIZING & SEEDING, TYPE A-3	SY	50	Ten Dollars and Zero Cents	\$10.0000	\$ 500.00
Subtotal:						\$ 375,076.00

**Base Bid No. 1 - Part II (Allowances)**

The undersigned hereby declare(s) that he (it, they) has (have) carefully examined the Advertisement, Proposal, Information for Bidders, General Conditions, Construction Specifications, Supplementary Specifications, Appendix, Drawings, Plans and Form of Contract 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.

Prospective bidders are hereby notified that they have the option of bidding on both Base Bid No. 1 and Base Bid No. 2, or Base Bid No. 1 ONLY or Base Bid No. 2 ONLY.

Either Base Bid No. 1 or Base Bid No. 2 will be compared and selected on the basis of the TOTAL AMOUNT OF EACH BASE BID, 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 or shown on the plans.

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: **45 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.

We will not be submitting for Base Bid No. 1 - Part II (Allowances)

Item	Description	Units	Est. Qty	Unit Price in words dollars and cents	Unit Price in Numerals	Total
5	TRAFFIC SAFETY OFFICERS, IF & WHERE DIRECTED	MH	40	EIGHTY-THREE DOLLARS AND NINETY-THREE CENTS	\$83.9300	\$ 3,357.20
6	TRAFFIC DIRECTOR, FLAGGER, IF & WHERE DIRECTED	MH	40	EIGHTY-THREE DOLLARS AND NINETY-THREE CENTS	\$83.9300	\$ 3,357.20
7	FUEL PRICE ADJUSTMENT	DOLL	500	FIVE HUNDRED DOLLARS AND ZERO CENTS	\$1.0000	\$ 500.00
8	ASPHALT PRICE ADJUSTMENT	DOLL	500	FIVE HUNDRED DOLLARS AND ZERO CENTS	\$1.0000	\$ 500.00
Subtotal:						\$ 7,714.40

**Base Bid No. 2**

The undersigned hereby declare(s) that he (it, they) has (have) carefully examined the Advertisement, Proposal, Information for Bidders, General Conditions, Construction Specifications, Supplementary Specifications, Appendix, Drawings, Plans and Form of Contract 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.

Prospective bidders are hereby notified that they have the option of bidding on both Base Bid No. 1 and Base Bid No. 2, or Base Bid No. 1 ONLY or Base Bid No. 2 ONLY.

Either Base Bid No. 1 or Base Bid No. 2 will be compared and selected on the basis of the TOTAL AMOUNT OF EACH BASE BID, as determined by the City of Camden.

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The bidder, by submitting a response to this solicitation, hereby agrees to complete all of the work shown or specified within Contract Time: **45 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**
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- 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.

We will not be submitting for Base Bid No. 2

Item	Description	Units	Est. Qty	Unit Price in words dollars and cents *	Unit Price in Numerals *	Total
1	BREAKAWAY BARRICADES, IF & WHERE DIRECTED	UN	5			
2	DRUMS, IF & WHERE DIRECTED	UN	10			
3	TRAFFIC CONE, IF & WHERE DIRECTED	UN	150			
4	CONSTRUCTION SIGN, IF & WHERE DIRECTED	SF	365			
9	EXCAVATION, UNCLASSIFIED	CY	1050			
10	HOT MIX ASPHALT 19M 64 BASE COURSE, 4" THICK	TON	720			
11	DENSE GRADED AGGREGATE, 6" THICK	SY	3060			
12	PRIME COAT	GAL	1100			
13	TACK COAT	GAL	475			
14	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE, 2" THICK	TON	360			
15	CONCRETE SIDEWALK, 5" THICK	SY	25			
16	CONCRETE DRIVEWAY, 8" THICK, REINFORCED	SY	35			
17	9"X18" CONCRETE VERTICAL CURB	LF	60			
18	NO ITEM	N/A	0			
19	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC, 4" WIDE	LF	3100			
20	BOLLARD	UN	4			
21	TRAFFIC MARKINGS SYMBOLS	SF	25			
22	REGULATORY AND WARNING SIGNS	SF	10			
23	CHAIN-LINK FENCE, PVC-COATED STEEL, 8' HIGH, BLACK	LF	785			
24	SLIDING GATE, CANTILEVER, SECURITY FENCE, DURAGATE CGS-350.8P OR APPROVED EQUAL, 24' WIDE, COMPLETE AND INSTALLED	UN	1			
25	CONCRETE WHEEL STOP	UN	41			
26	AS-BUILT DRAWINGS	LS	1			
27	BASIC ELECTRICAL MATERIALS & METHODS	LS	1			
28	CONDUCTORS & CABLES	LS	1			
29	GROUNDING & BONDING	LS	1			
30	RACEWAYS & BOXES	LS	1			
31	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYS.	LS	1			
32	ELECTRICAL IDENTIFICATION	LS	1			
33	LIGHTING CONTROL DEVICES	LS	1			
34	LED EXTERIOR LIGHTING	LS	1			
35	CONDUCTORS AND CABLES FOR ELECTRONIC DATA-IT SAFETY AND SECURITY	LS	1			
36	BORROW TOPSOIL	CY	10			
37	TOPSOIL SPREADING, 4" THICK	SY	50			
38	FERTILIZING & SEEDING, TYPE A-3	SY	50			
<b>Subtotal: Not Submitting</b>						

**Base Bid No. 2 - Part II (Allowances)**

The undersigned hereby declare(s) that he (it, they) has (have) carefully examined the Advertisement, Proposal, Information for Bidders, General Conditions, Construction Specifications, Supplementary Specifications, Appendix, Drawings, Plans and Form of Contract 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.

Prospective bidders are hereby notified that they have the option of bidding on both Base Bid No. 1 and Base Bid No. 2, or Base Bid No. 1 ONLY or Base Bid No. 2 ONLY.

Either Base Bid No. 1 or Base Bid No. 2 will be compared and selected on the basis of the TOTAL AMOUNT OF EACH BASE BID, 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 or shown on the plans.

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: **45 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.

**☐ We will not be submitting for Base Bid No. 2 - Part II (Allowances)**

Item	Description	Units	Est. Qty	Unit Price in words dollars and cents	Unit Price in Numerals	Total
5	TRAFFIC SAFETY OFFICERS, IF & WHERE DIRECTED	MH	40	EIGHTY-THREE DOLLARS AND NINETY-THREE CENTS	\$83.9300	\$ 3,357.20
6	TRAFFIC DIRECTOR, FLAGGER, IF & WHERE DIRECTED	MH	40	EIGHTY-THREE DOLLARS AND NINETY-THREE CENTS	\$83.9300	\$ 3,357.20
7	FUEL PRICE ADJUSTMENT	DOLL	500	FIVE-THOUSAND DOLLARS AND ZERO CENTS	\$1.0000	\$ 500.00
8	ASPHALT PRICE ADJUSTMENT	DOLL	500	TWO-THOUSAND DOLLARS AND ZERO CENTS	\$1.0000	\$ 500.00
Subtotal:						Not Submitting

**Summary Table**

Bid Form	Amount
Base Bid No. 1	\$ 375,076.00
Base Bid No. 1 - Part II (Allowances)	\$ 7,714.40
Base Bid No. 2	Not Submitting
Base Bid No. 2 - Part II (Allowances)	Not Submitting
Subtotal Contract Amount:	\$ 382,790.40

Certificate Number  
617084

Registration Date: 06/11/2021  
Expiration Date: 06/10/2023



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):  
Robert Capoferri, President

Asphalt  
Vir  
system  
Inc.  
**2021**

Handwritten signature of Robert Asaro-Angelo.

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON TRANSFERABLE

Certificate Number  
33794

Registration Date: 04/26/2023  
Expiration Date: 04/25/2025



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):  
Michael Cerula, President

Handwritten signature of Robert Asaro-Angelo.

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

Technical for Electric, DC  
**2023**

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:** ASPHALT PAVING SYSTEMS, INC.

**Trade Name:**

**Address:** 500 N EGG HARBOR RD  
HAMMONTON, NJ 08037-3201

**Certificate Number:** 0777552

**Effective Date:** April 02, 2001

**Date of Issuance:** June 22, 2023

**For Office Use Only:**

20230622161003228

## Tytanya Ray

---

**From:** Lateefah Chandler  
**Sent:** Friday, June 9, 2023 9:26 AM  
**To:** Dwaine Williams  
**Cc:** Stephanie Walker; Timothy J. Cunningham; Dr. Edward C. Williams, Dir. of Planning & Development; Angela Miller; Tytanya Ray; Orion Joyner  
**Subject:** RE: BID RESULTS #23-07 FY2021 NJDOT TRUST FUND MILLING AND RESURFACING OF VARIOUS STREET FOR CITY OF CAMDEN  
**Attachments:** BID 23-07 FY2021 NJDOT MILLING AND RESURFACING VARIOUS STREETS-PAVING PLUS.pdf; BID 23-07 FY2021 NJDOT TRUST FUND MILLING AND RESURFACING OF VARIOUS STREETS.xlsx

Bid review of Paving Plus, LLC for Bid #23-07 – FY2021 NJDOT Trust Fund Milling and Resurfacing of Various Streets in City of Camden, Camden, NJ 08103 (Main Bid plus Alt #1):

1. Base Bid #1 is for a total of \$561,021.25
2. Alt Bid #1, is for a total of \$257,672.50
3. Total bid (Main plus Alt #1) \$818,693.75.
4. Subcontractors listed: Zone Striping and K. Concrete – both subcontractors submitted active PW Certificate (expirations 5/15/2024 and 2/12/2024, respectively) and BRCs
5. Paving Plus submitted active PW Cert (08/25/2024) and BRC.
6. Paving Plus submission complies with the bid specifications' required checklist.
7. Neither Paving Plus, Zone striping nor K Concrete are on federal or NJ debarment lists.

Dwaine, please contact them for AARC review

Thank you

*Lateefah Chandler*

Lateefah Chandler, QPA  
Purchasing Agent  
City of Camden  
856-757-7475  
856-541-9668 (fax)  
Email: [lachandl@ci.camden.nj.us](mailto:lachandl@ci.camden.nj.us)

### CONFIDENTIALITY NOTICE

The information contained in this communication from the City of Camden is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the City of Camden at (856) 757-7475 to arrange for the return of this information.

**From:** Orion Joyner <OrionJ@ci.camden.nj.us>  
**Sent:** Wednesday, June 7, 2023 1:27 PM  
**To:** Lateefah Chandler <LaChandl@ci.camden.nj.us>  
**Cc:** Stephanie Walker <StWalker@ci.camden.nj.us>  
**Subject:** RE: BID RESULTS #23-07 FY2021 NJDOT TRUST FUND MILLING AND RESURFACING OF OF VARIOUS STREET FOR CITY OF CAMDEN

Range of Accounts: G-21- -666-997 to G-21- -666-997  
 Current Period: 06/01/23 to 06/12/23  
 Audit Report Type: Standard  
 Note: Transaction beginning balance includes all Adds/Changes occurring on or prior to the AS of Date  
 \* Transaction is included in Previous and/or Begin Balance  
 En = PO Line Item First Encumbrance Date  
 Include Cap Accounts: Yes  
 Skip Zero Activity: Yes  
 As of: 06/12/23  
 \*\* Transaction is not included in Balance  
 BC = Blanket Control  
 BS = Blanket Sub

Account No	Description	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled Pd/Chrgd YTD	Balance YTD Unexpended	Used	Trans Amount	Trans Balance	User
G-21- -666-997	NJDOT FY'21 MUNICIPAL/URBAN AID	0.00	1,014,793.00	0.00	1,014,793.00	1,014,793.00	0			
		0.00	0.00	0.00	0.00	1,014,793.00				
		0.00		0.00						
Department: 666	Total	0.00	1,014,793.00	0.00	1,014,793.00	1,014,793.00	0			
CAFR:	Total	0.00	1,014,793.00	0.00	1,014,793.00	1,014,793.00	0			
		0.00	0.00	0.00	0.00	1,014,793.00				
		0.00		0.00						
Fund: 21	Budgeted Total	0.00	1,014,793.00	0.00	1,014,793.00	1,014,793.00	0			
		0.00	0.00	0.00	0.00	1,014,793.00				
		0.00		0.00						
Fund: 21	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						
Fund: 21	Total	0.00	1,014,793.00	0.00	1,014,793.00	1,014,793.00	0			
		0.00	0.00	0.00	0.00	1,014,793.00				
		0.00		0.00						

Account No	Description	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used	Trans Amount	Trans Balance	User
Date	Transaction Data/Comment	Expended Curr	Vendor/Reference	Reimbrsd Curr		Unexpended			
Final Budgeted		0.00	1,014,793.00	0.00	1,014,793.00	1,014,793.00	0		
		0.00	0.00	0.00	0.00	1,014,793.00			
		0.00		0.00	0.00				
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		0.00	1,014,793.00	0.00	1,014,793.00	1,014,793.00	0		
		0.00	0.00	0.00	0.00	1,014,793.00			
		0.00		0.00	0.00				

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

Department: Planning & Development Revised: 6/14/2023  
Capital Improvements/Project Management

Grant Administrator: Tytanya C. Ray Grant Administrator #: 757-7628

Grant/Project Name:		2021 Resurfacing of Various Streets			
Grant #:		Pending			
City Contract Date:		pending	City Contract #:		Pending
Application Resolution #:		R-13 MC-20:7785 12/29/20	Appropriation Code #:		Pending
Funding Source:		FY 2021 NJDOT Transportation Trust Fund Authority (TTFA)- Municipal Aid			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$1,014,793.00			
Local Match:	Y	N	Cash:		In-Kind
Budget Insertion Resolution # & Date:		Pending	Accepting Grant Resolution # MC:		Pending
Term of Grant:		Pending	Location of Activity:		Pending
Date of Analysis:		6/14/23	Reviewed By:		Tytanya C. Ray

**Summary:** 6/14/2023: Council approval is requested to award a \$818,693.75 (Main bid plus Alt #1) Construction contract to Paving Plus, LLC., for FY 2021 Resurfacing of Various Streets project.

1/12/2021: In connection with the 2021 Resurfacing of Various Streets project: Council approval is requested at the March 9, 2021 Meeting to (1) Accept Funds and (2) Set up a spending account.

11/19/20: On behalf of the City, the Department of Planning & Development, Division of Capital Improvements/Project Management will be applying for FY 2021 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 Next Scheduled Council meeting. Certified resolutions authorizing application are needed for submission to NJDOT.

**Project Limits: TO BE DETERMINED**

Street From To

**Timelines:** pending

**Problem Areas/Recommendations:** Pending

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

<i>Cabinet #</i>	<i>Drawer #</i>
<i>Capital Impr (1)</i>	<i>Capital Impr (1)</i>

DB:dh  
07-11-23

R-16

**RESOLUTION ACCEPTING A FOOD SECURITY PLANNING GRANT  
FROM THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
IN THE AMOUNT OF \$125,000**

WHEREAS, the New Jersey Economic Development Authority has issued the City of Camden a grant in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for the development and implementation of an action oriented plan leveraging the identified distress asset to improve food security for the food desert community; and

WHEREAS, the City will be required to contribute a 20% cash match of \$25,000; and

WHEREAS, it is in the best interest of the City of Camden to accept said grant; now, therefore

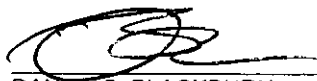
BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept said grant in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) from the New Jersey Economic Development Authority for the development and implementation of an action oriented plan leveraging the identified distress asset to improve food security for the food desert community.

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: July 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: JULY 11, 2023

TO: City Council  
FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO, CPZBS

**TITLE OF ORDINANCE/RESOLUTION:** Resolution accepting a grant from the New Jersey Economic Development Authority in the amount of \$125,000 entitled, "Food Security Planning Grant."

Dr. Edward Williams, Planning and Development 7135Edwillia@ci.camden.nj.us

Point of Contact:

Name	Department-Division-Bureau	Phone	Email
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## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	yes		6/23/23	
Supporting Department Director (if necessary)				
Director of Grants Management	yes		6/28/23	
Qualified Purchasing Agent				
Director of Finance			6/29	

Approved by:  
Business Administrator

Signature

6/29  
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:

JUN 30 2023

<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 accepting a grant from the New Jersey Economic Development Authority in the amount of \$125,000 entitled, "Food Security Planning Grant."

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

- **Relevant facts/history. 5Ws. Include geography if applicable.** The grant will the development of an action oriented plan leveraging the identified distressed asset to improve food access and food security for the North, Central, and South Food Desert community.
- **Time constraints, if any. (Why does the Council need to act now?)** Grant has been approved. There is a need to form the necessary working committee to assist city staff in implementing the action plan portion of this grant.
- **How was the value of the transaction obtained (if applicable?)** Grant Award Letter

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$125,000.00

**IMPACT STATEMENT:**

- **What will happen if the City Council approves this legislation? or,**  
\$150,000.00 will be appropriated to spend for Food Security Planning

- **Why Should the City Council approve this legislation?**

A need was determined at the time when the application for this Grant was approved by Council.

- **What will happen if the City Council does not approve this legislation?**

\$125,000.00 stays with the State and the \$25,000.00 match is also not spent.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Name, Organization 1. **Dr. Edward Williams**
  - Attendance: (Y/N/Tentative). Confirmed? (She was informed to attend)
- Name, Organization 2. **Nicole Pace**
  - Attendance: (Y/N/Tentative). Confirmed? (Tentative to attend)
- Additional as required...

**COORDINATION:**

- Who is impacted/has action if the legislation is passed? Include Government and Non-Government entities

Prepared by:

*Edward Williams*

*7135*

---

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 – Capital Improvement

Grant Administrator: Tytanya Ray

Grant Administrator #: 856-757-7628

Grant/Project Name:		Food Security Planning Grant			
Grant #:		New Jersey Economic Development Authority (NJEDA)			
City Contract Date:			City Contract #:		
Application Resolution #:			Appropriation Code :		
Funding Source:		NJEDA			
Pass Through:	Y	N	Source:	City	
Amount of Grant:		\$125,000.00			
Local Match:	Y	N	Cash:	\$25,000.00	In-Kind:
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:		
Term of Grant:		Not available		Location of Activity:	
Date of Analysis:		28-Jan-22		Reviewed By:	Kelly Mobley

**Summary:**

28-Jun-23: Resubmission of the resolutions to accept the Food Security Planning Grant in the amount of \$125,000.00

23-May-23: The Department of Planning and Development – Division of Planning is requesting council authorization to accept and amend the budget to include a special item of revenue in the amount of \$125,000 from NJEDA for the purpose of awarding a planning grant (Food Security Planning Grant). Funding will be utilized for the purpose of developing preliminary building plans, market and feasibility study as well as legal services/financing structure for all participating partners. The 20% match requirement will be utilized to cover costs for consultants for plans and study.

It is the City's intent to develop an indoor vertical farm (Fish and Produce). Vertical farming is the practice of cultivating large amounts of produce in a small space by growing it in stacked layers. Vertically farmed produce is typically grown in tightly climate-controlled indoor environments where conditions can be closely optimized for maximum efficiency. Growing crops indoors right where the food is needed provides an alternative solution to bring fresh food to food deserts.

300 Delaware Avenue in Camden is slated to be rebuilt into a state-of-the-art multipurpose food market, eatery, and indoor farm facility capable of feeding thousands per day.

**Time Lines:**

No agreement is available . The term and reporting is not clear; however, based on the award letter 50% of the grant will be processed upon execution of the agreement and the balance will be forwarded at the completion of the project and review of invoices.

**Problematic Areas/Recommendations:**

Food Security Planning Grant



May 16, 2023

*Via Email*

City Of Camden  
P.O Box 95120, Camden, NJ 95120  
Mayor@ci.camden.nj.us  
(856) 757-7200

**Re: Grant Award for the Food Security Planning Grant**

Dear Mayor Victor Carstarphen,

I am pleased to inform you that the New Jersey Economic Development Authority ("NJEDA" or "Authority") has approved City of Camden's ("Grantee") application for a grant under the Food Security Planning Grant ("Program"). The grant is in the amount of \$125,000 (One hundred and twenty-five thousand dollars).

The grant will fund the development of an action-oriented plan leveraging the identified distressed asset to improve food access and food security for the North, Central and South food desert community.

The approval is conditioned upon Grantee submitting the following documents within 30 business days

1. A copy of the most recent Tax Clearance Certificate
2. A completed and signed copy of the Russia Belarus Form and

Grantee must also sign and return a Food Security Planning Grant Agreement ("Agreement") within 90 business days. Please note that as part of the closing requirement, Grantee must obtain a resolution: 1) authorizing Grantee to enter into the Grant Agreement; 2) to accept the Grant; and 3) designating the Authorized Representative/s that can execute the closing documents adopted by City of Camden ("Resolution"). The Resolution must be certified by an Authorized Representative of the Grantee and submitted with the signed Agreement. Extension of up to 90 business days can be requested by the grantee and may be issued at the sole discretion of the authority.

Failure to provide the items listed above in the time provided will result in the expiration of the Authority's approval without need of further action by the Authority.

The Food Security Planning Grant award will be disbursed to the Grantee as follows:

- The first disbursement, equal to 50% of the Grant Amount, will be disbursed upon the Effective Date of the Grant Agreement; and
- The second disbursement, equal to 50% of the Grant Amount will be made upon receipt, review and acceptance of the Final Plan and Final Report by the Authority, and prior to the end of the Grant Term.

You will be contacted by a representative from the NJEDA to facilitate the execution of the Agreement. Please note that the terms and conditions of the Agreement will govern if there is a conflict between this letter and the Agreement.



Please respond to this letter via reply all to this email as soon possible and no later than 10 business days after the date on this letter to accept your application approval. If we do not receive your acceptance within 10 business days, this approval will terminate without the need for further action and the Authority will have no further obligation.

If for any reason you do not wish to participate in the Food Security Planning Grant; please reply: "I do not accept" to this email.

Thank you again, and we look forward to your continued participation in the Program.

Sincerely,

Tara Colton,  
Executive Vice President, Economic Security  
New Jersey Economic Development Authority

**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.**

The Food Security Planning Grant is granted by the New Jersey Economic Development Authority. The amount of the grant is \$125,000.00 with a \$25,000 match. The City Council approved a budget amendment at its June Council to insert into the City's budget. The grant will facilitate the development of an action oriented plan leveraging the identified distress asset to improve food security for the North, Central, and South Food Desert community.

Information of key municipal employee or agent applying for grant and responsible for its use:

Name Edward C. Williams	
Title Director	
Telephone Number: 7135	
Email: Edwillia@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?

None

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

City Revenue Account

\_\_\_\_\_  
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 \_\_\_\_\_

R-17

DB:dh  
07-11-23

**RESOLUTION AUTHORIZING A CONTRACT WITH ST. JOSEPH'S CARPENTER SOCIETY FOR \$1,803,250 FOR THE ADMINISTRATION AND IMPLEMENTATION OF THE ARP CAMDEN STRONG COMMERCIAL FACADE IMPROVEMENT PROGRAM**

WHEREAS, there exists a need to provide Administration and Implementation of the City of Camden's Commercial Façade Improvement Program; and

WHEREAS, pursuant to an advertised Request for Proposals, (RFP 23-08), a proposal was received by **Saint Joseph's Carpenters Society** to provide the services to administer and manage the ARP Camden Strong Commercial Façade Improvement Program to assist up to 35 new and existing businesses for the term of (1) one year; and

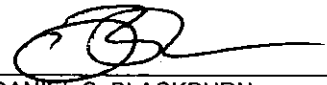
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the reserve for state and federal budget of the City of Camden under line item "G-02-41-765-032", 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 City Officials of the City of Camden are hereby authorized to execute a contract with **Saint Joseph's Carpenters Society** for an amount not to exceed One Million Eight Hundred Three Thousand Two Hundred Fifty Dollars (\$1,803,250.00), to administer and manage the ARP Camden Strong Commercial Façade Improvement Program to assist up to 35 new and existing businesses in the City of Camden for the term of (1) one year, 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: July 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: SAINT JOSEPHS CARPENTRY SOCIETY

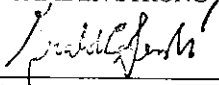
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:  
AMOUNT:
- APPROPRIATION RESERVE:  
AMOUNT: \$
- DEDICATED BY RIDER:  
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT: G-02-41-765-032  
AMOUNT; \$1,803,250.00
- 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: \$ 1,803,250.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING A CONTRACT WITH SAINT JOSEPHS CARPENTERS SOCIETY FOR \$103,250.00 FOR THE ADMINISTRATION OF THE ARP CAMDEN STRONG COMMERCIAL FAÇADE IMPROVEMENT PROGRAM

  
\_\_\_\_\_  
Gerald C. Seneski

*Director of Finance*

Date: \_\_\_\_\_



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: JULY 11, 2023

TO: City Council  
FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING A CONTRACT WITH SAINT JOSEPH'S CARPENTERS SOCIETY FOR \$1,803,250.00 FOR THE ADMISTRATION AND IMPLEMENTATION OF THE ARP CAMDEN STRONG COMMERCIAL FAÇADE IMPROVEMENT PROGRAM**

Point of Contact:	Joseph Thomas	Planning & Development	X3531	JoThomas@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		6-27-23	
Supporting Department Director (if necessary)				
Director of Grants Management	Y			
Qualified Purchasing Agent	Y			
Director of Finance	Y			

Approved by:  
Business Administrator

6-27-23

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.***

JUN 30 2023

<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.

Received by:  
City Attorney

---

Signature

Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING A CONTRACT WITH SAINT JOSEPH'S CARPENTERS SOCIETY FOR \$1,803,250.00 FOR THE ADMINISTRATION AND IMPLEMENTATION OF THE ARP CAMDEN STRONG COMMERCIAL FAÇADE IMPROVEMENT PROGRAM**

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

- City of Camden has \$2M in ARP funds assigned to commercial façade program. Through competitive bidding process, SJCS was the only responder for the administration of the project.
- This council action is necessary in order to expend the funds in a timely manner

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$103,250**

**IMPACT STATEMENT:**

- This action will allow businesses in Camden to improve the exterior of the properties on the commercial corridors
- It will provide assistance to new and existing businesses on the major corridors.
- The program can provide assistance with up to \$50k in funding.
- If this action is not approved, funding will have to be reprogrammed.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Name, Organization 1.
  - Attendance: (Y/N/Tentative). Confirmed?
- Name, Organization 2.
  - Attendance: (Y/N/Tentative). Confirmed?
- Additional as required...

**COORDINATION:**

- This project affects, city commercial corridors, businesses, residents, city of Camden, state of NJ.

Prepared by: Joseph Thomas

x3531/JoThomas@ci.camden.nj.us

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Name

Phone/Email

**CAMDEN CITY**

520 MARKET STREET  
 P O BOX 95120  
 CAMDEN, NJ 08101-5120  
 TEL (856)757-7000

REQUISITION	
NO.	23-02116

S H I P  T O	PLANNING & DEVELOPMENT CITY HALL - ROOM 222 CAMDEN, NJ 08101-5120 ATTENTION: JOSEPH THOMAS
	V E N D O R

ORDER DATE: 06/26/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AWARDING A CONTRACT TO ST. JOSEPH'S CARPENTERS SOCIETY FOR THE ADMINISTRATION AND IMPLEMENTATION OF THE ARP CAMDEN STRONG COMMERCIAL FACADE PROGRAM.  ADMINISTRATION OF UP TO 35 BUSINESSES IN AN AMOUNT NOT TO EXCEED \$1,803,250.  \$103,250.00 - ADMINISTRATIVE FEES	G-02-41-765-032	1,803,250.0000	1,803,250.00
			TOTAL	1,803,250.00

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

**FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU**

**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>ST. JOSEPH'S CARPENTER'S SOCIETY</b>
Purpose or Need for service:	Contract award for the administration of the ARP Camden Strong Commercial Façade Program. Assist up to 35 new and existing businesses in the City of Camden
Contract Award Amount	\$1,803,250
Term of Contract	1 year
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.)	<b>RFP #23-08</b>
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.

\_\_\_\_\_ Funding Source for this action

*[Handwritten Signature]*

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.

*[Handwritten Signature]*

Date 6/23/2023

Certifying Officer

**For LGS use only:**

Approved

Denied

\_\_\_\_\_ Date \_\_\_\_\_

Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

**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.

**Section 4 - Cost Proposal**

Each proposal must contain a FLAT FEE estimate of costs for their performance of the tasks described in the Scope of Services for each commercial business. The City estimates funding approximately 35 businesses. Depending on the allotted budget for this program, the City reserves the right to increase or decrease the number of businesses served and/or funded.

Activities	Cost per Commercial Business	QUANTITY	TOTAL
Interview and qualify existing businesses	\$550.0000	35	\$ 19,250.00
Create a detailed scope of work based upon property needs, business owners request and budget. This will include any inspections of the property, questions, walk-throughs, etc. by the contractor	\$550.0000	35	\$ 19,250.00
Solicit proposals from local contractors in accordance with established procedures for the procurement of construction bids based on the eligible improvements.	\$300.0000	35	\$ 10,500.00
Review bids received with City Staff for eventual award	\$200.0000	35	\$ 7,000.00
Schedule and coordinate construction settlement with City staff to include Contractor, business owner, and business operator	\$200.0000	35	\$ 7,000.00
Prepare all settlement documents and prepare pictorial file of work in progress (before and after pictures)	\$200.0000	35	\$ 7,000.00
Monitor work in progress, provide direction and/or respond to questions and concerns from the contractor during the entire phase of each individual project, and review all contractor invoices to ensure compliance with contractual obligations	\$550.0000	35	\$ 19,250.00
Coordinate, review, and process all request for change proposals, change orders, etc. including maintaining a log of all such documents, to City for final approval	\$100.0000	35	\$ 3,500.00
Obtain release from business owner acknowledging acceptance of work and release of final payment	\$200.0000	35	\$ 7,000.00
Submit completed case file to City with payment request	\$100.0000	35	\$ 3,500.00
		Subtotal:	\$ 103,250.00

**Section 4 - Cost Proposal - For Reference Only**

List applicable hourly rates associated with personnel who will provide the work listed in "Section 2 – Scope of Services" portion of this RFP. Respondent may add additional rows as necessary.

Name and Position/Title	Hourly Rate
Executive Director - Pilar Hogan Closkey	\$81.73
Director of Administration and Accounting - Tracy Dinh	\$79.76
Director of Neighborhood Development - Enrique Rivera	\$55.53
Project Manager - Tracy Bell	\$53.46
Project Manager - Ruben Peres	\$32.81

**Summary Table**

Bid Form	Amount
Section 4 - Cost Proposal	\$ 103,250.00
Subtotal Contract Amount:	\$ 103,250.00

## REQUEST FOR PROPOSALS #23-08

### **ADMINISTRATION AND IMPLEMENTATION OF THE CITY OF CAMDEN'S AMERICAN RESCUE PLAN (ARP) CAMDEN STRONG FACADE IMPROVEMENT PROGRAM**

The City of Camden Dept. of Planning & Development seeks proposals from qualified entities, organizations, and firms to administer and manage the City of Camden's Commercial Façade Improvement Program. Funding for this program is provided by Coronavirus American Rescue State and Local Fiscal Recovery Funds (SLFRF), otherwise known as American Rescue Plan (ARP).

The City is subject to the provisions of the Municipal Rehabilitation and Economic Recovery Act, P.L.2002, c.43 (the "Act").

#### **1. PROGRAM DESCRIPTION:**

The goal of the Commercial Façade Program (CFP) is to identify and authorize exterior improvements to commercial businesses in the City of Camden. This program will provide up to \$50,000 of funding for new or existing businesses in the major Camden business corridors to rehabilitate deteriorating commercial building exteriors. The budget for this program is \$1,700,000.00 towards the actual rehabilitation and the City anticipates funding approximately 35 businesses. Examples of eligible improvements would include:

- ❖ Exterior painting
- ❖ Removing inappropriate or incompatible exterior finishes and materials
- ❖ Restoring exterior finishes and materials or Installation of safety glass
- ❖ Recessing/reconfiguring of existing doors and entrances
- ❖ Repairing or replace existing storefront window systems
- ❖ Signs attached to buildings (new, repair, replace, and/or remove)
- ❖ Exterior building and sign lighting, exterior lighting fixture, display area lighting
- ❖ Awning – new, repairs, or replacement of existing

Businesses that wish to apply must meet certain requirements to qualify for this Program such as:

- Businesses cannot have any outstanding license or inspection violations
- Businesses must be current with payment of all outstanding tax obligations

#### **2. SCOPE OF SERVICES**

The successful agencies to this solicitation will be responsible for the following activities related to the administration and implementation of the Commercial Façade Program.

- ❖ Interview and qualify existing businesses. This will include all necessary meetings and inspections to develop a detailed scope of work for the business owner repairs. This will also include the explanation of program guidelines and completion of the necessary application, verification of status of municipal obligations (taxes, water and sewer), copies of the appropriate licenses and permits and photos of the exterior front facades.

- ❖ Create a detailed scope of work based upon property needs, business owners request and budget. This will include any inspections of the property, questions, walk-throughs, etc. by the contractor
- ❖ Solicit proposals from local contractors in accordance with established procedures for the procurement of construction bids based on the eligible improvements.
- ❖ Review all bids received with City staff for eventual contract award
- ❖ Schedule and coordinate construction settlement with City staff to include Contractor, business owner and business operator (if different)
- ❖ Prepare all settlement documents (subject to review and endorsement of City staff)
- ❖ Provide direction and/or respond to questions and concerns from the contractor during the entire phase of each individual project
- ❖ Monitor work in progress
- ❖ Coordinate, review, and process all request for change proposals, change orders, etc. including maintaining a log of all such documents to City for final approval
- ❖ Review all contractor invoices to insure compliance with contractual obligations
- ❖ Obtain release from business owner acknowledging acceptance of work and release of final payment
- ❖ Prepare pictorial file of work in progress (before and after pictures) .
- ❖ Submit completed case file to City with payment request.
- ❖ Other relevant duties

### 3. REQUIRED COMPONENTS OF THE RFP:

Each vendor shall provide a package that contains a cover sheet, table of contents, and the following sections:

**Section 1 - Company Identification**

**Section 2 - Company Qualifications**

**Section 3 - Company Specific Project Experience**

**Section 4 - Key Personnel**

**Section 5 - Technical Approach**

**Section 6 - Management Approach**

Each section shall contain the information described in the following subsections.

#### Company Identification

Prospective company (or firm) must provide the following information;

- A) Name of firm, address, telephone and fax number, e-mail address of main office and any branch office which will be involved in the project in any way.
- B) Name, title, address, telephone and fax number, e-mail address of the principal-in-charge.
- C) Type (e.g. corporation, partnership) and size of firm, including number of offices, number of employees, and respective disciplines.
- D) DUNS number and Federal Tax Identification Number
- E) List any current violations or claims against you/your organization and those having occurred in the past five years, especially those resulting in claims or legal action against you.

#### Company Qualifications

Prospective company (or firms) must have thorough experience in providing commercial façade improvements and/or repairs/renovations. The firm must demonstrate completion of projects /or

### Technical Approach

Present a written Technical Approach, including methodologies to be used to accomplish the items as identified in the Scope of Services, and must demonstrate the company's clear understanding of the project.

1. Describe how you will fulfill the needs of the City included in this RFP. Please provide a project plan providing specific tasks and an associated schedule.
2. Identify how you will meet all other aspects of the scope of work and related requirements listed in sections above, and list any items you cannot provide.
3. Describe the measurements/deliverables and/or assessments you will provide to allow the City to assess the services you will provide.
4. Provide information on any other pertinent services, if any, you can offer that will reduce costs or enhance your service.

### Management Approach

Present a management approach that include project organization, key personnel assignments, subcontractors' assignments, if any, report procedure, cost control and schedule monitoring, and demonstrate an ability to manage the project within the parameters of budget and schedule.

Consultants are responsible for submission of accurate, adequate, and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the consultant and shall be grounds for rejection.

### **4. COSTS PROPOSAL:**

Each proposal must contain a FLAT FEE estimate of costs for their performance of the tasks described in the Scope of Services. For reference only, provide a list of applicable hourly rates associated with personnel who will provide the work listed in the above Scope of Services portion of this RFP.

### **5. REJECTION OF PROPOSAL:**

The City of Camden reserves the right to reject any and all submissions for failure to adhere to the requirements stated herein or to accept any submission, which, in its judgment will best serve its interest, as applicable by law. The City may interview or negotiate with the organizations that submit a proposal. All submitting businesses grant to the City a non-executive right to use, or cause others to use, the contents of the submission of any parts thereof for any purpose. All submissions will become the sole property of the City and will become a matter of public record.

### **6. TERMINATION OF CONTRACT:**

- a. The Contract may be terminated for any of the following circumstances: failure of the Contractor to meet the performance requirements or any other terms or conditions stated herein or in the Contract.
- b. If, through any cause, the Contractor shall fail to fulfill its obligations under the Contract, the City shall thereupon have the right to terminate the Contract by giving prior written notice to the Contractor of such termination and specifying the effective date of termination.
- c. The City may terminate the Contract at its convenience at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

- d. In case of default by the Contractor, the City may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the Contract.
- f. If the City's termination of the contract pursuant to this Section herein or a provision in the contract, is found by a court or other legal forum to be legally improper, the termination of the contract shall be treated as if it had been a termination for convenience in accordance with section above, governing terminations for convenience.

## **7. EVALUATION CRITERIA:**

The City's objective in soliciting proposals is to enable it to select a respondent that will provide high quality and cost effective services. The City will consider proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services in the manner described in the RFP.

The evaluation will consider:

1. Technical ability, experience and reputation in the field (comparable projects and client references)
2. Management and staff (evaluation of staff assigned and available)
3. Cost Proposal
4. Other factors demonstrated to be in the best interest of the City

The following questions will be used to assist in the evaluation:

1. Technical Criteria:
  - a. Does the Firm's proposal demonstrate a clear understanding of the scope of work and related objectives?
  - b. Is the proposal complete and responsive to the specific RFP requirements?
  - c. How does this firm's proposal compare with other responses?
2. Management Criteria:
  - a. History and experience in performing the work - Did the Firm document a record of reliability of timely delivery (meeting deadlines)?
  - b. Availability of personnel and other resources - Are the available resources of the Firm sufficient to meet the needs of the City of Camden?
  - c. Qualifications and experience of personnel?
  - d. How does this firm's proposal compare with other responses?
3. Cost Criteria:
  - a. Relative cost - How does the cost compare to other similarly scored proposals?
4. Other Factors
  - a. Does the firm provide any additional information that clearly sets it apart from other responses?

improvements where the conditions of the project(s) of reference are similar to the conditions prevailing in an urban environment. Present a narrative detailing the following:

- ❖ At least 5 years of experience in providing commercial façade improvements and/or repairs/renovations.
- ❖ Thorough knowledge of the City of Camden and Zoning Ordinance Building Codes and all applicable state statutes, building codes and regulations
- ❖ Comprehensive working knowledge of commonly accepted public facility standards
- ❖ Strong interpersonal, communication, and presentation skills
- ❖ Able to provide for cost and be reimbursed
- ❖ Experience with conducting public participation within the community
- ❖ Consultants are encouraged to contact their insurance carriers during the proposal stage to ensure that the insurance requirements are met if selected. Commercial general liability insurance, worker's compensation insurance, professional liability insurance, automobile liability insurance, and excess/umbrella liability
- ❖ Other relevant duties

#### Company's Specific Project Experience

Prospective company (or firms) must provide a description of at least three (3) relevant projects completed in the last five (5) years.; at least one of the references to be a city and at least one to be a project completed or underway in the past 12 months. Give brief description of each project and the firm's involvement and provide details on that work's relevancy to this project. Provide specific references, including Owner's address, telephone and fax number. Identify the duration of the contract, time constraints, whether or not the project was completed within budget and approximate dollar value of the project

#### Key Personnel

Prospective company (or firms) must have personnel with thorough experience in providing expertise in the scope of work proposed. Key personnel associated with the items provided in the above qualifications sections should provide a project schedule of a list of relevant projects completed in the last five (5) years.

##### **1. Project Team**

Provide a description of the proposed team including any sub consultants.

##### **2. Project Manager**

Designate a project manager who will be the primary contact with the City. The proposal must contain the qualifications and experience of the project manager, who should have the authority to make decisions for his/her organization. The project manager must have the ability to commit the necessary periods of time to conduct the work as described in the RFP.

##### **3. Staff Qualifications**

Provide a biography describing the key project team members' individual qualifications and history and role of key staff that will be committed to this project. You may attach a resume at the end of the submittal.

##### **4. Organizational Chart**

Include all key project team members and explain their role and responsibility throughout the project. Identify the project team members who are the daily contacts.

The City of Camden shall not be obligated to explain the results of the evaluation process to any Respondent



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

Grant Administrator: Joe Thomas

Grant Administrator #: 757-7344

Grant/Project Name:		American Rescue Plan \$2,000,000.00-\$9625.00=\$1,990,375.00- 15,000.00=1,975,375.00			
Grant #:		ARP			
City Contract Date:		ASAP			
Application Resolution #:			Appropriation Code	G-02-41-765-032	
Funding Source:		UEZ			
Pass-Through:	Y	N	Source:	City	
Amount of Grant:		2,000,000.00 ARP Camden Strong Façade			
Local Match:	Y	N	Cash:		In-Kind:
Budget Insertion Resolution # & Date:	N/A		Accepting Grant Resolution # MC:	N/A	
Term of Grant:	8/2022-8/2025/		Location of Activity:	Camden City	
Date of Analysis:	5/31/2023		Reviewed By:	Joe Thomas	

**Summary:** 6/23/23: Awarding a contract to SJCS in the amount of \$1,803,250 for the administration of the program for one year. Balance of funding will be used for construction/rehabilitation of commercial properties.

**#2**

The Department of Development and Planning is requesting payment \$15,000.00 for a Document \$1,990,375.00-15,000.00=1,975,375.00

**#1**

The Department of Development and Planning is requesting payment for a videographer \$2,000,000.00-\$9625.00=\$1,990,375.00

R-18

DB:dh  
07-11-23

**RESOLUTION AUTHORIZING THE EXECUTION OF A NEW JERSEY  
TRANSPORTATION TRUST FUND AGREEMENT IN THE AMOUNT OF \$5,000,000  
FOR PEDESTRIAN SAFETY IMPROVEMENTS**

WHEREAS, the New Jersey Transportation Trust Fund Agreement is a cost reimbursement agreement that specifies the responsibilities of the New Jersey Department of Transportation ("NJDOT") and the City of Camden as it relates to the Pedestrian Safety Improvements Project; and

WHEREAS, the City of Camden and NJDOT desire to specify the conditions applicable to the financing of the costs of this project and the obligations of City of Camden and NJDOT with respect to the project; and

WHEREAS, City of Camden and NJDOT need to execute the Agreement; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Mayor or other appropriate City Officials of the City of Camden is hereby authorized to execute the Agreement on behalf of the City and all funding associated with the Project.

BE IT FURTHER RESOLVED that a copy of this Resolution and executed original Agreement will be sent to the New Jersey Department of Transportation for execution.

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: July 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: JULY 11, 2023

TO: City Council

FROM: Edward Williams, Director Planning & Development/Office of Capital Improvements

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the Mayor of the City of Camden to execute a 2023 New Jersey Transportation Trust Fund Agreement (passed through NJDOT), in the amount of \$5,000,000.00 for the Pedestrian Safety Improvements 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		6/26/23	
Supporting Department Director (if necessary)	N			
Director of Grants Management	NY		6/27/23	
Qualified Purchasing Agent	N			
Director of Finance	Y		6/27	
Approved by: Business Administrator			6.27.23	

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 JUN 30 2023  
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 Mayor of the City of Camden to execute a 2023 New Jersey Transportation Trust Fund Agreement (passed through NJDOT), in the amount of \$5,000,000.00 for the Pedestrian Safety Improvements project.

### FACTS/BACKGROUND:

- Grant from Transportation Trust Fund passed through NJDOT for Pedestrian Safety Improvements
- Said grant is beneficial to the State of New Jersey's transportation system
- Improvements include ADA compliant ramps, repairing sidewalks, modernizing traffic signals, and push buttons.

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

### IMPACT STATEMENT:

- Pedestrian safety improvements are needed on various City streets
- City Council approval of this legislation will reduce and eliminate pedestrian injuries and fatalities
- 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  
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 FOR THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION.**

Resolution authorizing the Mayor of the City of Camden to execute a 2023 New Jersey Transportation Trust Fund Agreement (passed through NJDOT), in the amount of \$5,000,000.00 for the Pedestrian Safety Improvements project.

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Orion Joyner
Title	Senior Engineer
Telephone Number	(856) 757-7680
Email	OrionJ@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?

N/A

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  X  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:		2023 Pedestrian Safety Improvements Project			
Grant/Funding Agency Program:		NJDOT Transportation Trust Fund			
Grant Federal CFDA or State GIMS Number:					
City Contract Date:		City Contract #:			
Application Resolution #:		Appropriation Code :			
Funding Source:		NJDOT Transportation Trust Fund			
Pass Through: <b>circle one</b>	<input checked="" type="radio"/> Y or N	Source:	NJDOT		
Amount of Grant:		\$5,000,000.00			
Local Match: <b>circle one</b>	Y or <input checked="" type="radio"/> N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:			
Date of Analysis:		Reviewed By:		Kelly Mobley	

**Summary:**

27-Jun-23: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization for the Mayor of the City of Camden to execute a 2023 NJ Transportation Trust Fund Agreement in the amount of \$5,000,000.00 for the Pedestrian Safety Improvements Project. Certified resolutions authorizing the agreement are required prior to submission to NJDOT.

Typically no matching funds are required. This writer did not have a full application package to review/budget.

**Time Lines:**

**Problematic Areas/Recommendations:** n/a

**NJDOT 2023 NJDOT Pedestrian Safety**

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

Department: Planning & Development Initial: 6/27/2023  
Capital Improvements/Project Management

Grant Administrator: Tytanya C. Ray Grant Administrator #: 757-7628

Grant/Project Name:		2023 Pedestrian Safety Improvements			
Grant #:		Pending			
City Contract Date:		pending	City Contract #:		Pending
Application Resolution #:		pending	Appropriation Code #:		Pending
Funding Source:		NJ Transportation Trust Fund (passed thru NJDOT)			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$5,000,000.00			
Local Match:	Y	N	Cash:		In-Kind
Budget Insertion Resolution # & Date:		Pending	Accepting Grant Resolution # MC:		Pending
Term of Grant:		Pending	Location of Activity:		See below
Date of Analysis:		6/27/23	Reviewed By:		Tytanya C. Ray

**Summary:** 6/27/23: Council action authorizing the Mayor of the City of Camden to execute a 2023 New Jersey Transportation Trust Fund Agreement (passed through NJDOT), in the amount of \$5,000,000.00 for the Pedestrian Safety Improvements project. Certified resolutions authorizing agreement are needed for submission to NJDOT.

**Project Limits:**

Street	From	To
Linden Street	N. 11 <sup>th</sup> Street	7 <sup>th</sup> Street
N. 10 <sup>th</sup> Street	Linden Street	Penn Street
8 <sup>th</sup> Street	Carl Miller Blvd.	Atlantic Avenue
Wayne Avenue	27 <sup>th</sup> Street	28 <sup>th</sup> Street
Friends Street	Pearl Street	Penn Street
Grand Avenue	Baird Blvd.	Berkley Street
29 <sup>th</sup> Street	River Road	Adams Avenue
Midvale Street	Marlton Pike	Rand Street
Line Street	9 <sup>th</sup> Street	Newton Avenue
Elm Street	7 <sup>th</sup> Street	10 <sup>th</sup> Street
Everett Street	10 <sup>th</sup> Street	Mt. Ephraim Avenue

**Timelines:**

**Problem Areas/Recommendations:**

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)



FYI

**Tytanya Ray**

---

**From:** Timothy J. Cunningham  
**Sent:** Tuesday, June 27, 2023 9:23 AM  
**To:** Tytanya Ray  
**Cc:** Dr. Edward C. Williams, Dir. of Planning & Development  
**Subject:** RE: Pedestrian Safety Improvements Agreement

I thought it had to be done for July.

TJC

----- Original message -----

**From:** Tytanya Ray <TyRay@ci.camden.nj.us>  
**Date:** 6/27/23 9:15 AM (GMT-05:00)  
**To:** "Timothy J. Cunningham" <TiCunnin@ci.camden.nj.us>  
**Cc:** "Dr. Edward C. Williams, Dir. of Planning & Development" <EdWillia@ci.camden.nj.us>  
**Subject:** RE: Pedestrian Safety Improvements Agreement

Thanks Tim. Do you want Council action prepared for the July 11<sup>th</sup> meeting, or August 8<sup>th</sup>?

**From:** Timothy J. Cunningham  
**Sent:** Tuesday, June 27, 2023 8:35 AM  
**To:** Tytanya Ray <TyRay@ci.camden.nj.us>  
**Cc:** Dr. Edward C. Williams, Dir. of Planning & Development <EdWillia@ci.camden.nj.us>  
**Subject:** FW: Pedestrian Safety Improvements Agreement

Here is additional back-up that might be helpful.

Thank you.

TJC

**From:** Orion Joyner <OrionJ@ci.camden.nj.us>  
**Sent:** Thursday, June 8, 2023 6:43 PM  
**To:** Timothy J. Cunningham <TiCunnin@ci.camden.nj.us>  
**Subject:** FW: Pedestrian Safety Improvements Agreement

See attached. Need to have the agreement signed so that we can proceed.

Orion Joyner, City Engineer

**From:** Orion Joyner  
**Sent:** Tuesday, April 25, 2023 12:39 PM  
**To:** Timothy J. Cunningham <[TiCunnin@ci.camden.nj.us](mailto:TiCunnin@ci.camden.nj.us)>  
**Subject:** FW: Pedestrian Safety Improvements Agreement

Some good news!

Orion Joyner, City Engineer

**From:** Skala, Kyle [DOT] [<mailto:Kyle.Skala@dot.nj.gov>]  
**Sent:** Tuesday, April 25, 2023 10:27 AM  
**To:** Orion Joyner <[OrionJ@ci.camden.nj.us](mailto:OrionJ@ci.camden.nj.us)>  
**Cc:** Gonzales, Nenebert [DOT] <[Nenebert.Gonzales@dot.nj.gov](mailto:Nenebert.Gonzales@dot.nj.gov)>; Berryman, Thomas [DOT] <[thomas.berryman@dot.nj.gov](mailto:thomas.berryman@dot.nj.gov)>  
**Subject:** Pedestrian Safety Improvements Agreement

Orion,

I have attached the State Aid Agreement for the Pedestrian Safety Improvements project in the City of Camden for \$5,000,000 based on the attached scope of work and estimate.

Please return 3 originally signed and sealed copies of the agreement along with an original resolution authorizing the City to enter into this agreement to my attention at the address below:

Kyle Skala  
1035 Parkway Avenue  
PO Box 600  
Trenton, NJ 08625

Thanks,

Kyle Skala  
Project Management Specialist 3  
Division of Local Aid and Economic Development  
609-963-2011

**CONFIDENTIALITY NOTICE:** This email message and all attachments transmitted with it may contain State of New Jersey legally privileged and confidential information intended solely for the use of the addressee only. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachment(s) is prohibited. If you have received this message in error, please notify the sender immediately and delete this message. If the disclaimer can't be applied, take no action.

**City of Camden**  
**Pedestrian Safety Improvements**

THIS AGREEMENT ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between (i) the New Jersey Department of Transportation ("Department"), a principal department of the State of New Jersey ("State"), and (ii) the City of Camden ("City" or "Grantee") (collectively "Parties").

**Preamble**

**WHEREAS**, the Pedestrian Safety Improvements (the "Project") involves the following improvements: Linden Street (from North 11th Street to 7th Street) traffic signal improvements and sidewalk/ADA ramp improvements, North 10th Street (from Linden Street to Penn Street) traffic signal improvements and sidewalk/ADA ramp improvements, 8th Street (from Carl Miller Boulevard to Atlantic Avenue) sidewalk/ADA ramp improvements, Wayne Avenue (from 27th Street to 28th Street) sidewalk/ADA ramp improvements, Friends Street (from Pearl Street to Penn Street) sidewalk/ADA ramp improvements, Grand Avenue (from Baird Street to Berkley Street) sidewalk/ADA ramp improvements, 29th Street (from River Road to Adams Avenue) sidewalk/ADA ramp improvements, Midvale Street (from Marlton Avenue to Rand Street) sidewalk/ADA ramp improvements, Line Street (from 9th Street to Newton Avenue) sidewalk/ADA ramp improvements, Elm Street (from 7th Street to 10th Street) sidewalk/ADA ramp improvements, and Everett Street (from South 10th Street to Mt Ephraim Street) sidewalk/ADA ramp improvements;

**WHEREAS**, the City and the State of New Jersey ("State"), acting by and through the Commissioner of Transportation ("Department"), have recognized the need for the Project; and

**WHEREAS**, the Project will include the construction for traffic signal improvements and sidewalk/ADA improvements along Linden Street and North 10th Street, and the construction for sidewalk and ADA improvements along 8th Street, Wayne Avenue, Friends Street, Grand Avenue, 29th Street, Midvale Street, Line Street, Elm Street, and Everett Street; and

**WHEREAS**, the Scope of Work for the Project is attached to this Agreement as Exhibit "A" which is incorporated into this Agreement as if set forth verbatim; and

**WHEREAS**, the City has agreed to cause the construction of the Project and the financing thereof; and

**WHEREAS**, the City is seeking financial assistance from the Department for the Project; and

**WHEREAS**, the New Jersey Transportation Trust Fund Act, N.J.S.A. 27:1B-1 *et seq.*, authorizes the Department to allocate transportation improvement funds to municipalities, pursuant to legislative

appropriations, for certain transportation projects, including the Project; and

**WHEREAS**, the Department has determined to make a grant from the Transportation Trust Fund to the City for the advancement of the Project, as such the Project has been determined to be beneficial to the State's transportation system; and

**NOW THEREFORE**, in consideration of the promises and the mutual covenants and representations contained herein and intending to be legally bound, the parties hereby agree as follows:

1. Grant Award

- a. Subject to appropriations and the availability of funds and in accordance with the terms of this Agreement, the Department will grant the City the amount of \$5,000,000.00 ("Project Allotment") for the construction of the Project.
- b. This grant of funds is subject to the GRANT AGREEMENT FOR STATE AID TO COUNTIES AND MUNICIPALITIES TERMS AND CONDITIONS ("Terms and Conditions"), attached hereto as Exhibit B, which are incorporated into this Agreement as if set forth verbatim.
- c. Costs exceeding the Project Allotment provided by this Agreement shall be the sole responsibility of the City.
- d. The City agrees that the Project Allotment will only be used for Actual Costs associated with the Project.
- e. "Actual Costs" under this Agreement shall mean costs for the Project incurred from and after the date on which this Agreement is fully executed subject to the terms of this Agreement and the Terms and Conditions.

2. Provision of Funds

- a. Upon concurrence of an award by the Department for construction, the City may invoice up to 25% of the award amount, or 25% of the Project Allotment, whichever is less.
- b. After providing appropriate documentation for the initial invoice, the City may request progress payments on a monthly basis when the total amount of reimbursement requested is not less than \$50,000.00. Otherwise, final payment will be paid on a reimbursement basis after the Department notifies the City to submit a final payment voucher.
- c. Any costs incurred undertaken prior to Department concurrence in the award of the Project, shall be subject to non-participation.
- d. Grant Award Period: the Project must be awarded within

five (5) years of the date of this Agreement.

- e. The City shall maintain records of expenditures for at least three years after the completion of the Project ("Document Retention Period"). The Department shall have the right to review, audit and inspect the records at any time during the term of this Agreement and during the document retention period.
3. The City shall comply with all applicable federal and state laws and regulations, including but not limited to all public contracting and procurement laws, in performing work, for or in connection with the Project utilizing the Project Allotment provided under this Agreement and the Terms and Conditions.
  4. Indemnification and Insurance
    - a. The City agrees to cause each of its professional services consultants performing work for, or in connection with the Project, to assume all risk of loss or damage to property or injury to, or death of, persons arising out of any negligent act, error or omission of the consultant, and the City agrees to cause each such consultant to defend, at its own expense, the Department, its officers and employees, against any and all suits, claims, losses, demands, or damages of whatsoever kind or nature, arising out of, or claimed to arise out of, or relating in any way to, the work of the Project or the breach of any contract performing to the Project by said consultant.
    - b. The City agrees to cause each of its contractors performing work for, or in connection with, the Project, to assume all risk of loss or damage to property or injury to, or death of, persons arising out of any act, error or omission of the contractor, and the City agrees to cause each such contractor to defend, at its own expense, the Department, its officers and employees, against any and all suits, claims, losses demands, or damages of whatsoever kind or nature, arising out of, or claimed to arise out of, or relating in any way to, the work of the Project or the breach of any contract pertaining to the Project by said contractor.
    - c. The City shall cause to be maintained by all consultants and contractors working on the Project policies of commercial general liability and other liability insurance with limits acceptable to the City and the Department, covering claims arising out of or claimed to arise out of the work performed for or in connection with the Project, pursuant to which the City shall be an insured or included as a named or additional insured, and the City shall, at no expense to the Department, cause the Department, its officials and employees, to be named as an additional insured under all such policies except

professional liability with respect to any claims arising out of, or claimed to arise out of, or relating in any way to the work of the Project.

- d. The City shall defend, indemnify, protect and save harmless the State, its officers and employees from and against any and all suits, claims, losses, demands, or damages of whatsoever kind or nature, including but not limited to personal injury claims, wrongful death claims, property damage claims, contractual liability claims, and statutory violation claims arising out of or claimed to arise out of any matter covered by this Agreement. The City shall at its own expense, if requested by the State, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith; and if any judgment shall be rendered against the State in any such action, the City shall at its own expense satisfy and discharge the same. If the City shall be required to defend in any action or proceeding pursuant to this Agreement to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of the City in respect to the claim or matter in question.
- e. No Commissioner, Mayor, freeholder, officer, employee, or agent of the Parties shall be held personally liable under any provision of this Agreement or because of its execution or because of any breach or alleged breach of this Agreement.

#### 5. Dispute Resolution

All disagreements concerning this Agreement shall be initially submitted to the City of Camden Engineer, or designee and the Director, of Local Aid & Economic Development of the Department, or designee, on behalf of the State for review and determination. In the event a determination acceptable to the parties is not made at this level, the Parties shall then submit such disagreement to the Business Administrator of the City and the Assistant Commissioner, Planning, Multimodal and Grants Administration, of the Department for their review and decision. In the event that the Business Administrator of the City of Camden and the Assistant Commissioner, Planning, Multimodal and Grants Administration, do not agree, then either party may seek all available legal or equitable remedies, except as expressly limited by this Agreement.

#### 6. Notices

If to the Department:

Laine Rankin, Director

Local Aid & Economic Development, CN 600  
New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, NJ 08625

If to the City:

Timothy J. Cunningham, Esq.,  
Business Administrator  
520 Market Street  
City Hall, Room 409  
P.O. Box 95120  
Camden, NJ 08101-5120

7. General

- a. **WORK CESSATION.** After the initiation of the construction phase of the Project and in the event that, prior to the execution of a contract for the construction of the Project, the City determines, for any reason(s) whatsoever, not to proceed with or continue the effectuation of the Project, the City shall so notify the Department and immediately cause all work on the Project to cease. Within 30 days of its notice to the Department, the City shall provide the Department with an accounting of all Actual Costs incurred to the date of the notice. The City shall be responsible for reimbursing the Department for all actual costs funded by the NJDOT from the commencement of the construction phase of the Project to the date of work cessation.
- b. **Modifications.** This Agreement may only be modified in writing signed by both Parties.
- c. **No Third-Party Beneficiaries.** Nothing in this Agreement shall create any third-party beneficiary's right in any person not a party to this Agreement.
- d. **Resolution.** The City shall attach a resolution from the governing body authorizing the City to enter into this Agreement.
- e. **Preamble.** The Preamble to this Agreement is incorporated as part of this Agreement as if fully set forth at length herein.
- f. **Governing Law.** This Agreement and any litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations, and rules of evidence of the State of New Jersey without reference to its conflict of laws principles. Any litigation arising out of or in connection with this Agreement shall take place in a court of competent jurisdiction in New Jersey and shall be subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

- g. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and all of their heirs, legal representatives, attorneys, shareholders, former shareholders, officers, directors, principals, employees, agents, divisions, parent companies, subsidiaries or affiliated corporations, predecessors, successors, insurers, and assigns.
- h. No Waiver.** The failure of the Department to seek redress for violation of or insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of the original violation. The payment of any amounts by the Department with knowledge of a breach of any of the covenants of this Agreement shall not be deemed a waiver of such a breach and no provisions of this Agreement shall be deemed to be waived by the Department unless such waiver is in writing and signed by the Department.
- i. Amendments.** Any amendment to this Agreement shall be set forth in writing and signed by an authorized representative of each Party in order to become effective.
- j. Counterparts, Captions.** This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

<REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.>

<SIGNATURE PAGE TO FOLLOW.>



This Agreement has been duly executed on the day and year first written above.

ATTEST/SEAL:

City of Camden

\_\_\_\_\_

By: \_\_\_\_\_  
Victor G. Carstarphen,  
Mayor,

ATTEST/SEAL:

NEW JERSEY DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Anika James  
Department Secretary

By: \_\_\_\_\_  
Laine Rankin,  
Director,  
Local Aid And Economic  
Development

STATE AID AGREEMENT

**Grantee:** City of Camden  
Project: Pedestrian Safety Improvements  
Municipality: City of Camden  
County: Camden County

OFFICE OF THE ATTORNEY GENERAL

The foregoing State Aid Agreement has been reviewed and approved as to form.

**MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY**

By: \_\_\_\_\_  
**Brad M. Reiter**  
**Deputy Attorney General**

Date \_\_\_\_\_

## Scope of Work Exhibit "A"

### **Pedestrian Safety Improvements**

#### **City of Camden, Camden County**

##### Linden Street and N 10th Street

The existing sidewalk conditions consist of non-compliant ADA ramps, missing sidewalk, and raised sidewalk along the roadways. These conditions impair the accessibility to safe travel within the project limits. Because of this, residents noted that they are often forced to walk in the roadway on this stretch of sidewalk.

This project is aimed at modernizing traffic signals, and push buttons, as well as repairing sidewalk, and installing compliant curb ramps along the project limits. These improvements will increase pedestrian safety and reduce and eliminate pedestrian injuries and fatalities.

The following major construction work items may apply:

1. Removal and replacement of 9"x 18" concrete vertical curb and installation of monolithic concrete "vertical" curb and gutter.
2. Saw cutting along the curb line.
3. Installation of fume hoods on various inlets.
4. Removal and replacement of concrete sidewalk, 5" thick, face formed.
5. Installation of pavement markings.
6. Installation of ADA compliant curb ramps, including the resetting of junction boxes within the sidewalk.
7. Modifications to the existing traffic signals.
8. Installation of ADA push buttons.
9. Tree removal and replacement.

##### 8th Street, Wayne Avenue, Friends Street, Grand Avenue, 29th Street, Midvale Street, Line Street, Elm Street, and Everett Street:

The existing conditions of the above roadways include sections of broken and rubble sidewalk, non-compliant ADA ramps, broken curb, and hazardous pavement conditions within the crosswalk travel path. These roadways service parks, large residential areas, medical facilities, schools, and houses of worship.

This project will allow for the installation of new sidewalk, ADA compliant ramps, resurfacing of distressed pavement, and the installation of striping and signage. Improvements to the roadway surface are necessary to rectify hazardous pavement conditions within the crosswalk travel path, as well as pavement restoration adjacent to the curb.

The following major construction work items apply:

1. Variable depth milling, of the existing asphalt surface.
2. Removal and replacement of 9"x 18" concrete vertical curb.
3. Resetting and reconstruction of inlets using new castings.
4. Installation of new inlets
5. Resetting of manholes using existing or new castings.
6. Resetting of vents/valve boxes.
7. Removal and replacement of concrete driveway, 6" thick.
8. Removal and replacement of concrete sidewalk, 5" thick.
9. Overlay of milled bituminous asphalt surface with hot mix asphalt 9.5 M 64 surface course, 2" thick and hot mix asphalt 19 M 64 base course, 4" thick where required.
10. Hot mix asphalt pavement repair, if and where directed.
11. Installation of pavement markings.
12. Installation of ADA compliant curb ramps.

**EXHIBIT "B"**

**GRANT AGREEMENT FOR STATE AID TO COUNTIES AND MUNICIPALITIES  
TERMS AND CONDITIONS**

**GENERAL**

- I. Compliance with Existing Laws
- II. Financing and Insurance
- III. Indemnification
- IV. Assignability
- V. Availability of Funds

**PRE-GRANT AWARD REQUIREMENTS**

- VI. Special Grant Conditions for "High Risk" Grantees

**POST-GRANT AWARD REQUIREMENTS**

- VII. Financial Management System
- VIII. Method of Payment
- IX. Allowable Costs
- X. Matching and Cost Sharing
- XI. Interest
- XII. Audit Requirements
- XIII. Budget Revision and Modification
- XIV. Property Management Standards
- XV. Procurement Standards
- XVI. Monitoring of Program Performance
- XVII. Financial and Performance Reporting
- XVIII. Access to Records
- XIX. Record Retention
- XX. Enforcement
- XXI. Termination and Suspension

**AFTER-THE-GRANT REQUIREMENTS**

- XXII. Grant Closeout Procedures

## **I. Compliance with Existing Laws**

A. The Grantee, in order to permit the Department to award this grant, agrees to comply with all applicable Federal, State and municipal laws, rules, and regulations.

B. These laws and regulations include, but are not limited to the following:

1. Federal Office of Management and Budget (OMB) documents:  
<http://www.whitehouse.gov/omb/circulars/>
2. New Jersey Department of the Treasury, Office of Management and Budget documents:
  - a) Circular Letter 04-04-OMB, Single Audit Policy for Recipients of State Grants and State Aid:  
[https://www.state.nj.us/infobank/circular/cir1508\\_omb.pdf](https://www.state.nj.us/infobank/circular/cir1508_omb.pdf)
  - b) State Grant Compliance Supplement:  
<https://www.state.nj.us/treasury/omb/stategrant.shtml>
  - c) Circular Letter 07-05-OMB, Grant Management – Agreement Contract:  
<http://www.state.nj.us/infobank/circular/cir0705b.pdf>
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.
4. The Grantee will comply with N.J.A.C. 16:20A, N.J.A.C. 16:20B and any supplemental compliance statements by the Department must be complied by the grantee.
5. The Grantee will comply with Title VI of the 1964 Civil Rights Act.
6. The Grantee shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.
7. The Grantee will comply with all applicable election laws and conflict of interest and ethics laws and regulations, including the NJDOT Code of Ethics for Vendors, available at:  
<http://www.state.nj.us/transportation/business/procurement/ethics.shtm>

Failure to comply with the laws, rules and regulations may be grounds for termination of this grant.

## **II. Financing and Insurance**

A. The Grantee shall arrange for financing of the total cost of the project provided for in this Agreement.

B. Insurance shall be provided by the Grantee and proof of bonding and insurance must be retained on file by the Grantee. In its agreements for professional and non-professional services, the Grantee shall require the provisions of public liability insurance and every such policy shall include the Grantee and State as additional insured.

### **III. 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.

### **IV. Assignability**

The Grantee shall not assign 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 Department.

### **V. 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 Department of funds appropriated by the State Legislature from State revenue or such other funding sources as may be applicable. A failure of the Department 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 Department or an 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 grant award period set forth in the Grant Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant Agreement.

## **VI. Special Grant Conditions For "High Risk" Grantees**

A. A Grantee award may be considered "high risk" if the Department 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 Paragraph VIII.
4. Has not conformed to terms and conditions of previous grant awards.
5. Is otherwise not responsible.

B. If the Department determines that grant award will be made to high risk Grantee, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the grant award. These conditions may include the following and will be guided by N.J.A.C. 16:20A, N.J.A.C. 16: 20B:

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 Department decides to impose such conditions, the Department 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 Department and the time allowed for completing the corrective actions.
4. The method of requesting reconsideration of the conditions/restrictions imposed.

## **VII. Financial Management System**



A. The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Department 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 Department 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 Department.

5. Allowable Cost:

Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 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 Department and the disbursement by the Grantee, whenever funds are advanced by the Department.

- C. The Department may require the submission of a Statement of Adequacy of the Accounting System.
- D. A Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-grant award review or at any time subsequent to the grant award. If the Department 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 Department upon written notice to the Grantee, until such time as the system meets with Department approval. Failure to comply with any requirements imposed by the Department may result in termination or suspension as in paragraph XXII.

### **VIII. Method of Payment**

A payment will be made to the Grantee in a manner determined by the Department and in accordance with N.J.A.C. 16:20A, N.J.A.C. 16: 20B, upon receipt by the Department of a properly executed copy of this grant.

### **IX. Allowable Costs**

- A. Limitation on Use of Funds
  - 1. The Grantee hereby certifies that all allotted funds shall only be spent on eligible costs for the approved project(s) as described in N.J.A.C. 16:20A, N.J.A.C. 16: 20B. The Department participation in cost will be guided as outlined in N.J.A.C. 16:20A, N.J.A.C. 16: 20B.

### **X. Matching and Cost Sharing**

The Grantee shall be required to account to the satisfaction of the Department for matching and cost sharing requirements of the grant in accordance with State requirements.

### **XI. Interest**

- B. 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. The Department shall establish the applicable rate of interest at a time the GRANTEE is notified of the debt.

- C. Interest Earned on Advanced Payments

Grantees must deposit advances of State grants and State Aid payments in interest bearing accounts.

In accordance with the Terms and Conditions of the grant award, interest earned on advanced payments shall be reported.

## **XII. Audit Requirements**

This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 04-04-OMB, Single Audit Policy for Recipients of State Grants and State Aid - N.J.A.C. 16:20A, N.J.A.C. 16: 20B.

## **XIII. 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 Department in writing.
- B. Grantee shall request approval in writing from the district manager when there is reason to believe a revision or modification will be necessary for the following reasons: Any change in work after the award of contracts shall be documented with a Department approved change order.
  - 1. Changes in the scope, project limits timing of the project or deviations from the approved budget.
  - 2. The need for additional funding or to extend the period of availability of funds.
- C. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories.
- D. The budget variance request must be submitted in writing by the Grantee and must include an explanation of the reasons for the variance request.

## **XIV. Property Management Standards**

Property furnished by the Department or acquired in whole or in part with Department funds or whose cost was charged to a project supported by Department funds shall be utilized and disposed of in a manner generally consistent with State requirements.

## **XV. Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with State requirements.

Adherence to the standards contained in the applicable 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 Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

## **XVI. Monitoring of Program Performance**

- A. The Grantee must assure compliance with applicable State requirements as outlined in N.J.A.C. 16:20A, N.J.A.C. 16:20B and that performance goals are being achieved. Grantee monitoring must cover each project, 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 Department of the following types of conditions which affect project objectives and performance as soon as they become known:
  - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain project 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 Department 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.
- D. The Department may, at its discretion, make site visits to:
  - 1. Review project 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.

## **XVII. Financial and Performance Reporting**

- A. Not applicable to municipal grant except as it may pertain to Special Grant Conditions for "High Risk" Grantees as outlined in Paragraph VII B.
- B. Financial and performance reporting for County Aid grants will be guided by NJAC 16:20A

## **XVIII. Access to Records**

- A. The Grantee in accepting this grant agrees to make available to the Department, or any of its 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 Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.

- C. The Department reserves the right to have access to records of any consultant or contractor hired by the Grantee to perform tasks in connection with grant award and requires the Grantee to provide for Department access to such records.
- D. The Department 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.

#### **XIX. 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 three years, unless Department funding statutes require longer periods or unless directed to extend the retention by the Department.
  - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the three 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 Department.
  - 2. Records for nonexpendable property acquired with Department funds shall be retained for three years after its final disposition, unless otherwise provided or directed by the Department.
- B. For 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 Department.
- C. The Department 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.

#### **XX. Enforcement**

- A. Remedies for Noncompliance  
If a Grantee materially fails to comply with the term of the grant award, whether stated in a State statute, regulation, assurance, State plan or application, a notice of award funding agreement, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:

The GRANTEE may request informal meeting to discuss any proposed enforcement action by the Department.

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
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 grant award.
4. Withhold further grant 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.
7. The Department will be guided by N.J.A.C. 16:20A, N.J.A.C. 16:20B.

#### B. 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 Department 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.

#### C. 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 debarment and suspension procedures.

### **XXI. 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 the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.
3. Disallowed Costs  
Disallowed costs are those charges to the grant which the Department or its representatives shall determine to be either beyond the scope of the grant, excessive, or otherwise unallowable.

B. When the Grantee has failed to comply with grant award stipulations, standards, or conditions, the Department 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 Department shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet State requirements.

C. The Department 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 Department 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 Department under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

D. The Department 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. In the event that the Department approves funds in an amount less than requested, the GRANTEE, at its option, 1) may either rescind this Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds or 3) reevaluate the project limits or scope and submit a letter of justification to the Department for approval. In the event the GRANTEE rescinds the Agreement, the allotted funds shall revert to the source of the funding.

F. The Department will be guided by N.J.A.C. 16:20A, N.J.A.C. 16:20B.

G. The Grant Closeout procedures in paragraph XXIII of the grant shall apply in all cases of termination of the grant.

## **XXII. 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 Department 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.

B. The Grantee shall submit final expenditure and performance reports as prescribed by the Department by N.J.A.C. 16:20A, N.J.A.C. 16:20B.

The Department may permit extensions when requested in writing by the Grantee.

C. In the event allotted funds remain after completion of the work, the remaining funds shall revert to the source of the funding and shall be re-allotted by the Department in a manner determined solely by the Commissioner of Transportation.

D. In the event that the Department determines that it has reimbursed the Sponsor in an amount in excess of the funds actually due under this Agreement, the Sponsor shall, upon notice from the Department, make timely repayments to the State. Upon failure of the Sponsor to timely repay such funds, the State is hereby authorized by this Agreement to deduct those funds from any monies due the Sponsor under the terms of any agreement between the State, its Departments and Agencies and the Sponsor or to gain reimbursement through any other remedies available at law or equity.

E. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

F. GRANTEE shall maintain the completed project in a manner satisfactory to the Department.



DB:dh  
07-11-23

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE  
NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR FY'2024  
TRANSPORTATION TRUST FUND MUNICIPAL AID**

WHEREAS, the governing body of the City of Camden, The Department of Planning & Development - Division of Capital Improvements and Project Management desires to apply for and obtain a grant in the approximate amount of \$2,484,920.00 in Transportation Trust Fund Authority Aid from the New Jersey Department of Transportation for the FY 2024 TTFA Municipal Aid Funding; and

WHEREAS, in order to obtain said monies, it is necessary that the City of Camden submit an application to the New Jersey Department of Transportation; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper officers be and are hereby are authorized to submit an application to the New Jersey Department of Transportation, 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: July 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: JULY 11, 2023

TO: City Council

FROM: Edward Williams, Director Planning & Development/Office of Capital Improvements

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the Submission of an Application to the NJDOT for consideration of FY 2024 TTFA Municipal Aid Funding for Resurfacing of Various Streets in 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
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## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		6/28/23	
Supporting Department Director (if necessary)	N			
Director of Grants Management	Y		6/29/23	
Qualified Purchasing Agent	N			
Director of Finance	Y		6/29	

Approved by:  
Business Administrator

Signature

Date

6/29

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.**

JUN 30 2023

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.

Initial Report  X  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:  Tylanya Ray

Grant Administrator #:  757-7628

Project Name:		2024 Resurfacing of Various Projects			
Grant/Funding Agency Program:		NJDOT Transportation Trust Fund			
Grant Federal CFDA or State GIMS Number:					
City Contract Date:		City Contract #:			
Application Resolution #:		Appropriation Code :			
Funding Source:		NJDOT Transportation Trust Fund			
Pass Through: <b>circle one</b>	<input checked="" type="radio"/> Y or N	Source:	NJDOT		
Amount of Grant:		\$2,484,920.00			
Local Match: <b>circle one</b>	Y or <input checked="" type="radio"/> N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:			
Date of Analysis:		Reviewed By:		Kelly Mobley	

**Summary:**

27-Jun-23: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to submit an application to NJDOT Transportation Trust Fund Authority (TTFA) Municipal Aid for Design, Construction and Inspection of a Roadway Improvement Project.

Typically no matching funds are required. This writer did not have an application package to review the project/budget.

**Time Lines:**

**Problematic Areas/Recommendations: This resolution is needed for submission of the application and it is requested that resolution be placed on the July 11<sup>th</sup> Agenda.**

**NJDOT 2024 Resurfacing of Various**

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the Submission of an Application to the NJDOT for consideration of FY 2024 TTFA Municipal Aid Funding for Resurfacing of Various Streets in the City of Camden.

**FACTS/BACKGROUND:**

- Various streets in the City of Camden need resurfacing/improvements
- Improved roadway conditions will benefit pedestrians and motor vehicle traffic
- Improvements include milling, resurfacing, curb/sidewalk, inlets, striping and overlay of existing streets

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

**IMPACT STATEMENT:**

- Milling & Resurfacing are needed on various City streets
- City Council approval of this legislation will improve streets in the City of Camden
- 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  
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 FOR THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION.**

Resolution authorizing the Mayor of the City of Camden to submit an application to the NJDOT for consideration of FY 2024 TTFA Municipal Aid Funding for Resurfacing of Various Streets.

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Orion Joyner
Title	Senior Engineer
Telephone Number	(856) 757-7680
Email	OrionJ@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?

N/A

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 \_\_\_\_\_

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

Department: Planning & Development Initial: 6/28/2023  
Capital Improvements/Project Management

Grant Administrator: Tytanya C. Ray Grant Administrator #: 757-7628

Grant/Project Name:		FY 2024 Resurfacing of Various Streets			
Grant #:		Pending			
City Contract Date:		pending	City Contract #:		Pending
Application Resolution #:		pending	Appropriation Code #:		Pending
Funding Source:		FY 2024 NJDOT Transportation Trust Fund Authority (TTFA)- Municipal Aid			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$2,484,920.00 (pending)			
Local Match:	Y	N	Cash:		In-Kind
Budget Insertion Resolution # & Date:		Pending	Accepting Grant Resolution # MC:		Pending
Term of Grant:		Pending	Location of Activity:		Pending
Date of Analysis:		6/28/23	Reviewed By:		Tytanya C. Ray

**Summary:** 6/28/23: On behalf of the City, the Department of Planning & Development, Division of Capital Improvements/Project Management will be applying for FY 2024 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 July 11, 2023 Council agenda. Certified resolutions authorizing application are needed for submission to NJDOT.

**Project Limits: TO BE DETERMINED**

Street	From	To
Bergen Avenue	Hayes Avenue	River Road
Chase Street	Mt. Ephraim Avenue	Pershing Street
Church Street	Westfield Avenue	Federal Street
Mitchell Street	29 <sup>th</sup> Street	30 <sup>th</sup> Street
Mitchell Street	32 <sup>nd</sup> Street	34 <sup>th</sup> Street
S. 8 <sup>th</sup> Street	Atlantic Avenue	Kaighn Avenue
S. 8 <sup>th</sup> Street	Kaighn Avenue	Sycamore Street
Leonard Street	Federal Street	Westfield Avenue
Walnut Street	Haddon Avenue	Pine Street
Independence Road	Alabama Road	Alabama Road
Yorkship Road (North)	Yorkship Square	Tuckahoe Road
Yorkship Road (South)	Yorkship Square	Tuckahoe Road
Marion Street	Kaighn Avenue	Chestnut Street

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

**Timelines:** pending

**Problem Areas/Recommendations:** Pending

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)



DB:dh  
07-11-23

R-20

**RESOLUTION RESCINDING RESOLUTION #35 (MC-23:9017) AUTHORIZING A BUDGET AMENDMENT PURSUANT TO N.J.S.A. 40A:4-87 IN THE AMOUNT OF \$245,769.19 FROM THE US DEPARTMENT OF AGRICULTURE 2023 SUMMER FOOD SERVICE PROGRAM GRANT**

WHEREAS, on June 13, 2023, City Council approved by Resolution #35 (MC-23:9017), Authorized a budget amendment pursuant to N.J.S.A. 40A:4-87 in the amount of \$245,769.19 from the US Department of Agriculture 2023 Summer Food Service Program Grant; and


WHEREAS, it is necessary to rescind Resolution #35 (MC-23:9017) adopted on June 13, 2023 to correct the insertion amount from \$245,769.19 to \$336,459.99; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that Resolution (MC-23:9017) is hereby rescinded for the above stated reasons.

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: July 11, 2023

The above has been reviewed and approved as to form.

  
\_\_\_\_\_  
DANIELS. BLACKBURN  
City Attorney.

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

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



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: JULY 11, 2023

TO: City Council  
FROM: Gerald C. Seneski

**TITLE OF ORDINANCE/RESOLUTION: Resolution rescinding Reso# "TBD" approved on June 13, 2023, Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$245,769.19 from the US Department of Agriculture for a grant entitled "Summer Food Program for Children"**

Point of Contact:	Almar Dyer	Human Service	(856)757-7285	AlDyer@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		6/23	
Supporting Department Director (if necessary)	N			
Director of Grants Management	Y			
Qualified Purchasing Agent	N			
Director of Finance	Y		6/23	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

- Grant Award Email.

***"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

JUN 30 2023

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution rescinding Reso# "TBD" approved on June 13, 2023, Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$245,769.19 from the US Department of Agriculture for a grant entitled "Summer Food Program for Children"

**FACTS/BACKGROUND:**

This resolution will rescind the incorrect grant amount of \$245,769.19 and will allow the correct amount of \$336,459.99 to be submitted for insertion into the City's budget via resolution

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** - \$245,769.19

**IMPACT STATEMENT:**

- What will happen if the City Council approves this legislation?
  - The Ordinance inserting the \$245,769.19 for Summer Food program will be rescinded and will allow the correct amount \$336,459.99 to be inserted
- Why Should the City Council approve this legislation?
  - To allow the correct amount of the grant to be inserted.
- What will happen if the City Council does not approve this legislation?
  - The grant funds will not be able to be spent by the City

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Almar Dyer, City of Camden
- Janean L. Gooden, City of Camden

Prepared by: Scott Z. Parker

(856) 757-6405

---

Name

Phone/Email

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution rescinding a Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$245,769.19 from the US Department of Agriculture for a grant entitled "Summer Food Program for Children"

### FACTS/BACKGROUND:

This resolution will rescind the incorrect grant amount of \$245,769.19 and will allow the correct amount of \$336,459.99 to be submitted for insertion into the City's budget via resolution

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** - \$245,769.19

### IMPACT STATEMENT:

- What will happen if the City Council approves this legislation?
  - The Ordinance inserting the \$245,769.19 for Summer Food program will be rescinded and will allow the correct amount \$336,459.99 to be inserted
- Why Should the City Council approve this legislation?
  - To allow the correct amount of the grant to be inserted.
- What will happen if the City Council does not approve this legislation?
  - The grant funds will not be able to be spent by the City

### SUBJECT MATTER EXPERTS/ADVOCATES:

- Almar Dyer, City of Camden
- Janean L. Gooden, City of Camden

Prepared by: Scott Z. Parker

(856) 757-6405

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Name

Phone/Email



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM


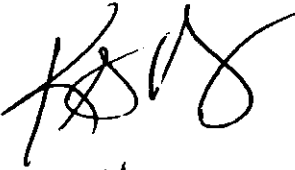

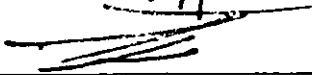
COUNCIL MEETING DATE: MARCH 14, 2023

TO: City Council  
Director of Human Services

Resolution authorizing a Budget Amendment pursuant to NJS A 40A:4-87 in the amount of \$245,769.19 from the US Department of Agriculture for a grant entitled "Summer Food Program for Children"

Point of Contact:	<b>Janean Gooden</b>	<b>Human Services</b>	<b>X6406</b>	<b>jagooden@ci.camden.nj.us</b>
	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		5/25/23	
Qualified Purchasing Agent	Y			
Director of Finance	Y		5/25/23	
Approved by: Business Administrator			5.25.23	
		Signature	Date	

Attachments (list and attach all available):

- 1: N/A
- 2:
- 3:

CITY OF CAMDEN  
 GRANTS MANAGEMENT  
 2023 MAR 24 AM 11:28

*"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		JUN 05 2023
	Signature	Date

R-34

DB:dh  
06-13-23

**RESOLUTION ACCEPTING 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**

WHEREAS, the State of New Jersey, Department of Agriculture, Bureau of Child Nutrition has issued the City of Camden a grant in the amount of \$245,769.19 for the implementation of its 2023 Summer Food Service 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 \$245,769.19 from the State of New Jersey, Department of Agriculture, Bureau of Child Nutrition.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such 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: June 13, 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

DB:dh  
07-11-23

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT PURSUANT  
TO N.J.S.A. 40A:4-87 IN THE AMOUNT OF \$351,731.94 FROM THE  
US DEPARTMENT OF AGRICULTURE FOR THE SUMMER  
FOOD SERVICE 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, the United States Department of Agriculture Division of Food and Nutrition awarded a 2023 Summer Food Service Program (SFSP) grant in the amount of \$351,731.94 to the City after the adoption of the 2023 Budget; and

WHEREAS, pursuant to N.J.S.A. 40A:4-87 the Director may approve the insertion of the 2023 SFSP grant award 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 \$357,731.94, which is now available from the US Department of Agriculture, division of Food and Nutrition.

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: July 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: JULY 11, 2023

TO: City Council  
FROM: Gerald C. Seneski

**TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing a Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$336,459.99 from the US Department of Agriculture for a grant entitled "Summer Food Program for Children"**

Point of Contact:	Almar Dyer	Human Service	(856)757-7285	AlDyer@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

### ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		6/23	
Supporting Department Director (if necessary)	N			
Director of Grants Management	Y			
Qualified Purchasing Agent	N			
Director of Finance	Y		6/23	

Approved by: \_\_\_\_\_  
 Business Administrator \_\_\_\_\_  
 Signature Date 6/26

Attachments (list and attach all available):

1. Grant Award Email.

**"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 JUN 30 2023



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing a Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$336,459.99 from the US Department of Agriculture for a grant entitled "Summer Food Program for Children"

### FACTS/BACKGROUND:

This resolution will provide funding for the department of human services to implement the 2023 Summer Foods Service Program. This program provides breakfast and lunches to youth under 18 years of age throughout the City of Camden.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$336,459.99

### IMPACT STATEMENT:

- What will happen if the City Council approves this legislation?
  - \$336,459.99 will be appropriated to spend for Summer Food program
- Why Should the City Council approve this legislation?
  - A need was determined at the time when the application for this Grant was approved by Council.
- What will happen if the City Council does not approve this legislation?
  - \$336,459.99 stays with the State

### SUBJECT MATTER EXPERTS/ADVOCATES:

- Almar Dyer, City of Camden
- Janean L. Gooden, City of Camden

Prepared by: Scott Z. Parker

(856) 757-6405

---

Name

Phone/Email

**From:** [DoNotReply\\_SFSP@ag.nj.gov](mailto:DoNotReply_SFSP@ag.nj.gov) <[DoNotReply\\_SFSP@ag.nj.gov](mailto:DoNotReply_SFSP@ag.nj.gov)>

**Sent:** Wednesday, June 21, 2023 2:02 PM

**To:** Janean Gooden <[JaGooden@ci.camden.nj.us](mailto:JaGooden@ci.camden.nj.us)>; Barbara Bellamy-Johnson <[BaBellam@ci.camden.nj.us](mailto:BaBellam@ci.camden.nj.us)>; Forrest Gibbs <[FoGibbs@ci.camden.nj.us](mailto:FoGibbs@ci.camden.nj.us)>; Chanelle Perry <[ChPerry@ci.camden.nj.us](mailto:ChPerry@ci.camden.nj.us)>; Martin Hunter <[MaHunter@ci.camden.nj.us](mailto:MaHunter@ci.camden.nj.us)>

**Cc:** [SFSPOutgoing@ag.nj.gov](mailto:SFSPOutgoing@ag.nj.gov)

**Subject:** City of Camden (Agreement #: 07200012) - Camden - Sponsor Application Approved

Agreement Number: 07200012

FAIN-FOOD #221NJ304N1099

FAIN-ADMIN #221NJ304N1099

CFDA #10.559

GRANT PERIOD 10-1-2022 TO 9-30-2023

We are pleased to inform you that your 2023 Summer Food Service Program application has been approved, and you are now eligible to receive reimbursement for meal service. The 2023 funding approved for your organization is **\$336,459.99**.

As a reminder, area eligibility is good for 5 years. Those sites with current area eligibility are noted with an "A" on the Schedule A. Sites noted with an "E" will be required to submit the annual documentation required to obtain or renew site eligibility.

As a sub-recipient of New Jersey Department of Agriculture funds, it is imperative that you provide the above listed FAIN numbers, CFDA number, and Grant Period to your CPA. This requirement is in accordance with the Uniform Administrative Requirements, Costs Principles, and the Audit Requirements for Federal Awards.

The New Jersey Department of Education (NJDOE) has approved school district and charter school restricted and unrestricted indirect cost rate applications for the year 2022-2023 School year. If the NJDOE approved indirect cost rate is utilized, it must be documented and charged consistently across all programs.

If you have never received a negotiated indirect cost rate, you may elect to charge a rate of 10% of modified total direct costs indefinitely. If this election is made, you must use this rate consistently for all Federal Awards and all charges must be documented. If you have any questions, please our Division's fiscal office at 609-984-1439.

Federal requirements for participation, management and records are as follows:

7 CFR 225.14 (c) (1) (2), Requirements for Sponsor Participation. No applicant sponsor shall be eligible to participate in the Program unless it (i) demonstrates financial and administrative

capability for Program operations and accepts final financial and administrative responsibility for total Program operations at all sites at which it proposes to conduct a food service; and (ii) has not been seriously deficient in operating the Program.

7 CFR 225.14 (d) (3), Requirements for Sponsor Participation. Sponsors which are units of local, municipal, county, or State government, and sponsors which are private nonprofit organizations, will only be approved to administer the Program at sites where they have administrative oversight. Administrative oversight means that the sponsor shall be responsible for:

7 CFR 225.14 (d) (3) (i), Requirements for Sponsor Participation. Maintaining contact with meal service staff, ensuring that there is adequately trained meal service staff on site, monitoring the meal service throughout the period of Program participation, and terminating meal service at a site if staff fail to comply with Program regulations.

7 CFR 225.15 (a) (4), Management Responsibilities of Sponsors. Sponsors must maintain documentation of a nonprofit food service including copies of all revenues received and expenses paid from the nonprofit food service account. Program reimbursements and expenditures and expenditures may be included in a single nonprofit food service account with funds from any other Child Nutrition Programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, except the Special Supplemental Nutrition Program for Women, Infants, and Children. All program reimbursement funds must be used solely for the conduct of the nonprofit food service operation. The net cash resources of the nonprofit food service of each sponsor participating in the Program may not exceed one month's average expenditures for sponsors operating only during the summer months and three month's average expenditures for sponsors operating Child Nutrition Programs throughout the year. State agency approval shall be required for net cash resources in excess of the requirements set forth in this paragraph (a) (4). Sponsors shall monitor Program costs and, in the event that net cash resources exceed the requirements outline, take action to improve the meal service or other aspects of the Program.

7 CFR 225.15 (c) (1), Records and Claims. Sponsors shall maintain accurate records which justify all costs and meals claimed. Failure to maintain such records may be grounds for denial of reimbursement for meals served and/or administrative costs claimed during the period covered by the records in question. The sponsor's records shall be available at all times for inspection and audit by representatives of the United States Secretary of Agriculture and Comptroller General and the State agency for a period of three years following the date of submission of the final claim for reimbursement for the fiscal year.

Agreement Number: 07200012

Sponsor Name: City of Camden

Address: 1000 N. 6th Street, Camden, NJ, 08102-0000

Vendor Number: V21600041800

Federal ID Number: 216000418

If the name or address or any other program changes occur during the 2023 summer operations, you must make the changes within ten days of the change.

**Note: Changes shall not be made on the meal count record form at any time. Meals that are disallowed by the state monitor cannot be claimed. In addition, please refrain from using white out on any documents. If a mistake is made, cross out the mistake and correct it with red pen. The re-creation of meal count forms is prohibited.**

Each sponsor must ensure that they are maintaining a nonprofit food service operation and must restrict all income accrued from the Summer Food Service Program to use solely for the operation or improvement of the food service.

### **AUDIT REQUIREMENTS**

The audit requirements for Program sponsors, pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or New Jersey OMB Circular 15-08, include the following:

Recipients whose funding is \$750,000 or more in state and/or federal financial assistance within their fiscal year must have a single audit performed in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Recipients whose funding is less than \$750,000 but more than \$100,000 in state and/or federal financial assistance within their fiscal year must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with circular letter NJ 15-08-OMB. The type of Audit required is dependent upon the source of funding.

Recipients whose funding is less than \$100,000 in federal and/or state funding within their fiscal year are not required to have an audit performed.

The completed audit is due to the cognizant agency, the one which provided most of the funding, within 9 months of sponsor's fiscal year end. The audit must be performed by an independent CPA. Federal funds cannot be used to pay for any required audit.

State funds expended during the sponsor's fiscal year derived from a vendor relationship are not subject to audit requirements. Determination of a vendor relationship status of funds expended can only be made by the cognizant agency, in conjunction with the other funding agency or agencies if necessary.

Failure to comply with audit requirements may result in an over claim to sponsor's Program and/or a seriously deficient determination.

Please contact your Nutrition Program Specialist at (609) 292-4498 for information regarding program operation and issues.

Best wishes for a successful summer.

Sincerely,

Tracii Butler Proctor, Coordinator

Summer Food Service Program

DB:dh  
07-11-23

R-22

**RESOLUTION AUTHORIZING REFUNDS TO VARIOUS LIEN HOLDERS,  
PROPERTY OWNERS, AND MORTGAGE COMPANIES FOR VARIOUS  
PROPERTIES AND DUPLICATE TAX CERTIFICATE**

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, a lienholder has requested a duplicate certificate and has paid the required fee; 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; now, therefore

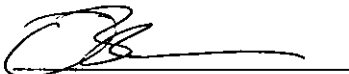
BE IT RESOLVED, by the City Council of the City of Camden that the Tax Collector is hereby authorized take the following actions:

Name	Amount	Reason
A Washington PO Box 8362 Blackwood, NJ 08012	Refund \$48.89	Property in bankruptcy sub payment Cert #20A02414 B/L 1417/19 (541 Roberts St)
Fig Cust FIGNJ19LLC & Sec Pty PO Box 669507 Dallas TX 75266	Refund \$834.41	Amended to MC#8927 Lien holder was trying to make subsequent lien payments but were already redeemed. Cert #20A00808 B/L 685/23 (2900 Octagon Rd-NW) for \$417.06 and Cert #21-01126 B/L 1070/46 (3001 Clinton St) for \$417.35.
Zion Investments Group, LLC PO Box 553 Mt. Laurel NJ 08054	Refund: \$27,751.47	Cert #11-00698 assigned in error. Owner has IA Agreement B/L 412/18 (1026 Mechanic St.)
FIG CUST FIGNJ18 LLC 1000 RIVERSIDE AVE STE 400 JACKSONVILLE FL 32204	Issue Duplicate Certificate	Duplicate Certificate Request for Cert #18-00703 B/L 663/32 (1015 Ironsides Rd.)
Fig Cust FIGNJ19LLC & Sec Pty PO Box 669507 Dallas TX 75266	Refund \$6,024.37	Property in bankruptcy Cert 20A01018 to be cancelled and refunded B/L 801/40 (828 Elm 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: July 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: JULY 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 Laracuenta	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	Y		6/23	
	Y		6/23	

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:

JUN 30 2023

<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 refunds to various lien holders, property owners and mortgage companies for various properties.

**FACTS/BACKGROUND:**

Title/ Mortgage Companies and/or homeowner/ lien holder have made excess payments to various accounts 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:**

\_\_\_\_\_ Lydia Laboy-Laracuente 7003 LyLaracu@ci.camden.nj.us \_\_\_\_\_

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 REFUND”

*Michelle D. Hill*

6/20/2023

---

Michelle D. Hill, Tax Collector

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-Laracuente \_\_\_\_\_ 7003 \_\_\_\_\_

Name	Amount	Reason
A Washington PO Box 8362 Blackwood, NJ 08012	\$48.89	Property in bankruptcy sub payment Cert #20A02414 B/L 1417/19 (541 Roberts St)
Fig Cust FIGNJ19LLC & Sec Pty PO Box 669507 Dallas TX 75266	\$834.41	Amended to MC#8927 Lien holder was trying to make subsequent lien payments but liens were already redeemed. Cert #20A00808 B/L 685/23 (2900 Octagon Rd-NW) for \$417.06 and Cert #21-01126 B/L 1070/46 (3001 Clinton St) for \$417.35.
Zion Investments Group, LLC PO Box 553 Mt. Laurel NJ 08054	\$27,751.47	Cert #11-00698 assigned in error. Owner has IA Agreement B/L 412/18 (1026 Mechanic St.)
FIG CUST FIGNJ18 LLC 1000 RIVERSIDE AVE STE 400 JACKSONVILLE FL 32204	Duplicate Certificate	Duplicate Certificate Request for Cert #18-00703 B/L 663/32 (1015 Ironsides Rd.)
Fig Cust FIGNJ19LLC & Sec Pty PO Box 669507 Dallas TX 75266	\$6024.37	Property in bankruptcy Cert 20A01018 to be cancelled and refunded B/L 801/40 (828 Elm 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\*\*\***

MBS:dh  
07-11-23

R-23

**RESOLUTION AUTHORIZING CANCELLATION OF LIENS/TAXES AND TO  
TRANSFER CREDITS TO VARIOUS LIEN HOLDERS, PROPERTY OWNERS,  
AND MORTGAGE COMPANIES FOR VARIOUS PROPERTIES**

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; now, therefore

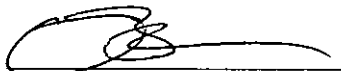
BE IT RESOLVED, by the City Council of the City of Camden that the Tax Collector is hereby authorized take the following actions:

Name	Reason
Cancel board up charges for B/L 1362/85 (1252 Sheridan St.) \$6630.85 B/L 1362/126 (1254 Sheridan St.) \$5650.55	Charges removed per court order

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: July 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: JULY 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	Y		6/23	
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance	Y		6/23	

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:

JUN 30 2023

<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-Laracuate</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*

6/20/2023

---

Michelle D. Hill, Tax Collector

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 board up charges for B/L 1362/85 (1252 Sheridan St.) \$6630.85 B/L 1362/126 (1254 Sheridan St.) \$5650.55	Charges removed per court order

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  
07-11-23

R-24

**RESOLUTION AUTHORIZING THE ASSIGNMENT OF  
(11) TAX SALE CERTIFICATES AT FULL VALUE**

WHEREAS, the City of Camden has acquired the tax sale certificates at full value for Eleven (11) properties located in the City of Camden; and

WHEREAS, N.J.S.A. 54:5-113 provides that after a municipality has purchased 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, notice by regular and certified mail was sent to the owner(s) of record and public notices were posted on July 6, 2023; and such notice was published in the Courier Post on July 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: July 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

Cert #	Location	Block	Lot	Dimensions	Use of Property	Successful Bidder	Full Value	Bidder Address 1	City	State	Zip	As of 7/11/23
11-02512	3060 Mickle St	1046	54	17x92	Rental	John Hollis	yes	930 Chelton Ave	Camden	NJ	08104	\$11,037.59
00-1751	6 Henrietta Ter	1175	50	9x19	Side Yard	Jermaine Stanley	yes	2120 Washington St	Camden	NJ	08104	\$918.65
10-03983	WS Cope 67 S of Sheridan	1361	5	33x60	Garage	Joseph A Harvey	yes	1233 Sheridan St	Camden	NJ	08104	\$6,261.67
16-01086	3118 Constitution	733	28	23x77	Rental	Prime Capital Mgmt	yes	1321 Heartwood Dr	Cherry Hill	NJ	08003	\$29,381.01
16-00963	1188 Yorkship Sq	694	33	16x71	Commercial	Prime Capital Mgmt	yes	1321 Heartwood Dr	Cherry Hill	NJ	08003	\$41,526.91
18-00682	2870 Kansas	659	14	32x74	Rental	Prime Capital Mgmt	yes	1321 Heartwood Dr	Cherry Hill	NJ	08003	\$22,405.11
20-01601	144 N 25th St	1152	75	14x97	Side yard	Cristian Jerez	yes	148 No 25th St	Camden	NJ	08105	1,326.92
20-01602	142 N 25th St	1152	76	14x97	Side yard	Cristian Jerez	yes	148 No 25th St	Camden	NJ	08105	\$508.37
11-04047	1291 Sayes Ave	1371	9	17x65	Rental	RVP OQZ Business, LLC	yes	216 Haddon Ave Suite 503	Haddonfield	NJ	08108	33,797.69
19-02250	1290 Mechanic St	1334	22	13x100	Rental	RVP OQZ Business, LLC	yes	216 Haddon Ave Suite 503	Haddonfield	NJ	08108	11,015.02
16-02736	1463 Louis St	1328	24	14x40	Rental	Real Portfolio 13, LLC	yes	216 Haddon Ave Suite 503	Haddonfield	NJ	08108	13,697.93

171,876.87

"EXHIBIT" A



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: JULY 11, 2023

TO: City Council  
FROM: Gerald C. Seneski, Director of Finance

**TITLE OF ORDINANCE/RESOLUTION: Resolution to assign 11 Municipal Liens at Full Value.**

Point of Contact:	Antionette Mixon	Finance-Revenue Collection	856-757-7002	Anmixon@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		6/23	
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance	Y		6/23	

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. Additional 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

JUN 30 2023

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 to assign 11 Municipal Liens at Full Value.

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

- Tax office received 11 requests from individuals seeking to purchase full value assignments.
- Requests were reviewed and given a provisional okay to move forward for Council approval.
- Total Value to be collected for the City is \$171,876.87
- Publishing date for Courier post will be July 6, 2023.

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

**IMPACT STATEMENT:** N/A

Please see the attached spreadsheet

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

**COORDINATION:** N/A

**Prepared by:**

Antionette Mixon                      856-757-7002      AnMixon@ci.camden.nj.us

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 ASSIGN MUNICIPAL LIENS AT FULL VALUE”

*Michelle D. Hill*

6/23/2023

---

Michelle D. Hill, Tax Collector

Date

DB:dh  
07-11-23

R-25

**RESOLUTION AUTHORIZING THE USE OF AMERICAN RESCUE PLAN-STATE &  
LOCAL FISCAL RECOVERY FUNDS IN THE AMOUNT OF \$500,000 FOR  
YOUTH PROGRAMMING THROUGHOUT THE CITY**

WHEREAS, the US Department of Treasury has issued the City of Camden the American Rescue Plan, State & Local Fiscal Recovery Funds; and

WHEREAS, the City desires to use said funds for youth programming throughout the City of Camden; and

WHEREAS, it is in the best interest of the City of Camden to utilize the funds for the intended purpose; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City hereby authorizes the use of \$500,000 in American Rescue Plan, State & Local Fiscal Recovery Funds from the US Department of Treasury for youth programming.

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: July 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: JULY 11, 2023

TO: City Council  
FROM: Gerald C. Seneski

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the use of American Rescue Plan-State & Local Fiscal Recovery Funds in the amount of \$500,000 for youth programing throughout the city

Point of Contact: Almar Dyer Human Service (856)757-7285 AlDyer@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		6/21/23	
Supporting Department Director (if necessary)	N			
Director of Grants Management	Y			
Qualified Purchasing Agent	N			
Director of Finance	Y		6/29	

Approved by:  Date: 6-29-23  
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

JUN 30 2023

<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 use of American Rescue Plan- State & Local Fiscal Recovery Funds in the amount of \$500,000 for youth programming throughout the city

### FACTS/BACKGROUND:

- These monies will fund numerous youth activities throughout the city at the discretion of the Human Services department
- (Why does the Council need to act now?)-
  - American Rescue Plan- State & Local Fiscal Recovery Funds must be committed & expended by the end 2024 & 2026 respectively.
- How was the value of the transaction obtained? – This allocation amount of American Rescue Plan- State & Local Fiscal Recovery Funds was agreed upon by the Mayor & Administration

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$500,000

### IMPACT STATEMENT:

- What will happen if the City Council approves this legislation?
  - The department of Human Services will be provided funds to administer youth programs throughout the city of Camden
- Why Should the City Council approve this legislation?
  - To enable the City to provide programs that its youth can directly benefit from
- What will happen if the City Council does not approve this legislation?
  - Numerous programs will not be provided to the City's youth

### SUBJECT MATTER EXPERTS/ADVOCATES:

- Almar Dyer , City of Camden
- 

### COORDINATION:

- Who is impacted/has action if the legislation is passed? Include Government and Non-Government entities

Prepared by: Scott Z. Parker

(856)757-6405

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Name

Phone/Email

---

Signature

Date

R-26

DB:dh  
07-11-23

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF PSEG LIGHTING  
SERVICE AGREEMENT FOR THE INSTALLATION OF A  
LIGHT FIXTURES ON FERRY AVENUE**

WHEREAS, the City of Camden hereby accepts Five (5) additional Street Light Fixtures to be installed on Ferry Avenue; and

WHEREAS, at the completion of the project, the street light fixtures will be dedicated to the City's inventory and the City will be required to pay the monthly fee; and

WHEREAS, the monthly increase in utility cost for the current year will be \$74.10 per month; and


WHEREAS, the City Council of the City of Camden has determined that it is in the best interest of the City to authorize the acceptance of the additional street lighting fixtures on Ferry Avenue; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper official is hereby authorized to enter into a Lighting Service Agreement with PSEG relating to the above.

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: July 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: JULY 11, 2023

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

**TITLE OF ORDINANCE/RESOLUTION:** RESOLUTION AUTHORIZING A PSEG LIGHTING SERVICE AGREEMENT FOR THE INSTALLATION OF LIGHT FIXTURES ON FERRY AVE

Point of Contact:	Keith L. Walker	Public Works	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		6/22/2023	
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance			6/22	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval – Attachment D (Contracts)
2. Certification of Funds<sup>1</sup>
3. PSEG Lighting Service 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

JUN 30 2023

Date

<sup>1</sup> Mandatory for any financial commitment to the City or expenditure of City Funds.

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** *RESOLUTION AUTHORIZING A PSEG LIGHTING SERVICE AGREEMENT FOR THE INSTALLATION OF LIGHT FIXTURES ON FERRY AVE*

**FACTS/BACKGROUND:**

- The City of Camden is in the midst of a citywide lighting project to ensure well lit areas for the safety of all residents.
- 5 lighting fixtures will be installed on Ferry Ave.
- Cost is determined by PSEG estimated cost summary based on contract with the City

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

Monthly service totals: \$74.10 (prior monthly charge totals \$138.60)

**IMPACT STATEMENT:**

- If approved by City Council the location will be well-lit, providing a measure of safety for residents/visitors

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Keith L. Walker, Director of Public Works
  - Attendance: Yes

**COORDINATION:**

- Execution of the contract will be required by both City of Camden & PSEG

**Prepared by:**                      **Angela Watkins**                      **757-7139/anjohnst@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	Professional Service (Utility)
Name of Vendor	PSEG
Purpose or Need for service:	Purpose of this agreement is to authorize the City of Camden and PSEG to enter into a lighting service agreement for the installation of five (5) lighting fixtures on Ferry Ave.
Contract Award Amount	Monthly install total: \$74.10
Term of Contract	n/a
Temporary or Seasonal	n/a
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.

\_\_\_\_\_ *N/A* *BPU* \_\_\_\_\_ Date \_\_\_\_\_  
Certifying Officer

***For LGS use only:***

Approved

Denied

\_\_\_\_\_ Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_



**Estimated Cost Summary - PSEG Confidential**

**Outdoor Lighting**

**Project Name:** City of Camden - Ferry Ave

**Customer Name:** City of Camden

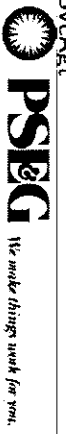
**For Service at Address:** Ferry Ave, City of Camden

**Contract Account #** 7350843305

CostType	Product	Qty	Amount
Install	Luminaire	5	\$74.10
<b>Monthly Install Totals</b>		<b>5</b>	<b>\$74.10</b>
Remove	Luminaire	4	\$138.60
<b>Monthly Removal Totals</b>		<b>4</b>	<b>\$138.60</b>

**This is Not an Invoice**





**Request for Lighting Service - PSEG Confidential**

**Project Name:** City of Camden - Ferry Ave      **Project Status:** Agreement      **Presented Date:** 6/8/2023  
**Customer Name:** City of Camden      **BP #:** 1000450741      **Contract Account #:** 7350843305  
**Service Address:** Ferry Ave, City of Camden      **Effective Date:** 6/8/2023  
**Contact Name:** Keith Walker      **Contract Term:** 1 Year      **Distribution:** OH  
**Office Tel:** (856) 757-7500      **Cell Phone:**      **Email:**      **Fax:**

Office Record       Purchase Order #  
**STANDARD**      **SPECIAL**  
**Premise #:** 5002530787      **Installation #:** 4003822253      **Installation 2 #:** 4005015665      **DWMS Customer #:** 6651329      **DWMS LD #:** 501009224      **DWMS E1 #:**      **CIAC E1 #:**

**Rates and Costs Details**

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Seco Available	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remove Rate	Upfnt Rate	Access Product Qty	Access Product Code	Access Upfnt Rate	Found Credit Qty	Found Credit Amt	IC
Bracket	1	EX050178LB	BPL_NC		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Install	New	Set Exist	0.00	0.00	0.00			0.00		0.00	6845
Luminaire	4	ES050724BL	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	34.65	0.00			0.00			6843
Luminaire	5	EX054091BL	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Install	New	Set Exist	14.82	0.00	0.00			0.00			6844

**Rates and Costs Summary**

Installs: Monthly Service Charge Totals		Removes: Prior Charges (No Charge to Remove)		Grand Total One Time Upfront Cost		One-Time Cost Totals		
Luminaire Mth Svc Charge Total	\$74.10	Luminaires: Prior Monthly Charges	\$138.60	\$0.00	Cost for Construction (CIAC)	\$0.00	Foundation Credit Total	\$0.00
Pole Mthly Service Charge Total	\$0.00	Poles: Prior Monthly Charges	\$0.00		Pole Upfront Cost Total	\$0.00		\$0.00
Bracket Mthly Serv Charge Total	\$0.00	Brackets: Prior Monthly Charges	\$0.00		Bracket Upfront Cost Total	\$0.00		\$0.00
Mthly Service Charge Totals	\$74.10	Prior Monthly Charge Totals	\$138.60		Lumin Upfront Cost Total	\$0.00		\$0.00

Comments Remove 4) 400W HPS Floods and Install 4) 129W LED Floods.

**RepEmail:** Walter.Ruff@pseg.com      **Tel:** (609) 387-0526      **Print Signatory Name/Title:** Keith Walker  
**PSEG Representative:** Walter Ruff      **\*Authorized Signature:**

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

**STANDARD TERMS CONDITIONS****PSEG Street and Area Lighting Service**

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

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

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

BPL: Original sheet No. 189-191 BPL-POF: Original sheet No. 199-200 PSAL: Original sheet No. 212-214

**SECTION 3 - WARRANTY AND REMEDIES**

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

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

C. Conditions Applying to Warranties:

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.
  2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.
  3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.
  4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.
  5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.
- D. **Exclusivity of Warranties and Remedies.** The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

**SECTION 4 - INDEMNIFICATION AND LIABILITY**

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

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

**STANDARD TERMS CONDITIONS**

**PSEG Street and Area Lighting Service (continued)**

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

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

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

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

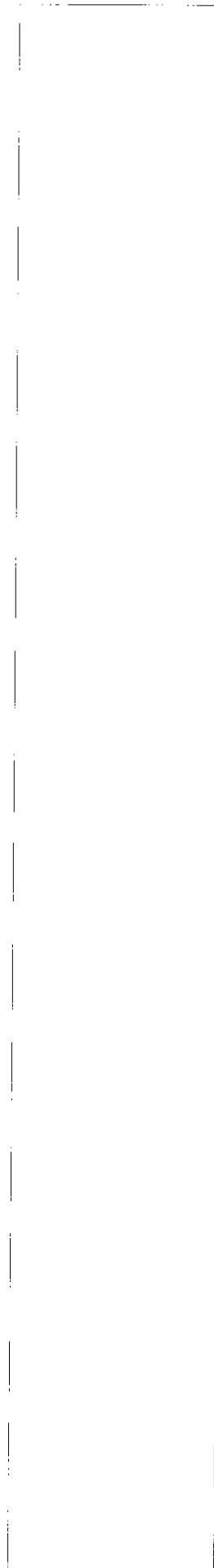
SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

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

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

**APPENDIX A: STREET AND LOCATION DETAIL INFORMATION**

RecordID	Street:	Location:	Pole#:	Products:
6843	Ferry Ave	1 PNO Ferry PP	16077	Luminaire
6843	Ferry Ave	2 PNO Ferry PP	16078	Luminaire
6843	Ferry Ave	3 PNO Ferry PP	16079	Luminaire
6843	Ferry Ave	3 PNO Ferry PP	16079	Luminaire
6844	Ferry Ave	1 PNO Ferry PP	16077	Luminaire
6844	Ferry Ave	2 PNO Ferry PP	16078	Luminaire
6844	Ferry Ave	3 PNO Ferry PP	16079	Luminaire
6844	Ferry Ave	3 PNO Ferry PP	16079	Luminaire
6844	Ferry Ave	4 PNO Ferry PP	16080	Lumen, Bracket



R-27

DB:dh  
07-11-23

**RESOLUTION APPROVING PSE&G LIGHTING UPGRADES TO ELIJAH PERRY PARK BASKETBALL COURTS ON FERRY AVENUE**

WHEREAS, the City of Camden is working with the 2K Foundation to implement upgrades to the Ferry Avenue basketball court at Elijah Perry Park, and

WHEREAS, one of the desired upgrades is for lighting at the basketball court, and

WHEREAS, PSE&G can upgrade the existing four lights to LED and add one additional light for a net decrease in cost to the City of \$65.50 per month; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City hereby approves the PSE&G Lighting Agreement.

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

Date: July 11, 2023

The above has been reviewed and approved as to form

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

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

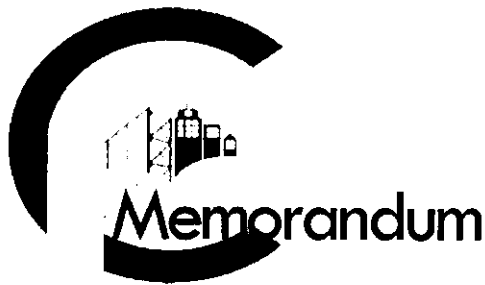
ATTEST: \_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

Camden Community Partnership

Ferry Terminal Building, 2 Aquarium Drive, Suite 310

Camden, New Jersey 08103

856.757.9154 Phone/856.757.9478 Fax



**To:** Keith L. Walker, Director of Public Works  
**CC:** Tim Cunningham, Business Administrator  
**From:** Kathy Cullen  
**Date:** June 27, 2023  
**Re:** **PSE&G Lighting Agreement for Upgrades to Basketball Court at Elijah Perry Park**

---

The DJ Wagner and 2K Foundations are working with the City to upgrade the basketball court on the Ferry Ave. side of Elijah Perry Park. The upgrades will include resurfacing of the court, new basketball standards, bleachers and possibly art work on the pump station next to the court.

In addition, the hope was to upgrade lighting at the court, which currently has 4 high sodium floodlights. I met onsite with PSE&G to review the current lighting. PSE&G can upgrade the existing lights to LED and add one additional light to the existing poles, which will greatly increase the lighting level on the courts.

PSE&G will be able to upgrade the existing floodlights to LED and add 1 additional light, for a **\$65.50 net reduction in monthly cost** to the City (current total \$138.60/mo., future cost \$74.10/mo.). There are no charges for the upgrades. Attached please find a lighting agreement from PSE&G, which needs to be executed and sent back to PSE&G.

Let me know if you need anything further to process this request.



**Estimated Cost Summary - PSEG Confidential**

**Outdoor Lighting**

**Project Name:** City of Camden - Ferry Ave

**Contract Account #** 7350843305

**Customer Name:** City of Camden

**For Service at Address:** Ferry Ave, City of Camden

CostType	Product	Qty	Amount
Install	Luminaire	5	\$74.10
<b>Monthly Install Totals</b>			<b>\$74.10</b>
Remove	Luminaire	4	\$138.60
<b>Monthly Removal Totals</b>			<b>\$138.60</b>

**This is Not an Invoice**





We make things work for you.

**Request for Lighting Service - PSEG Confidential**

**Project Name:** City of Camden - Ferry Ave    **Project Status:** Agreement    **Presented Date:** 6/8/2023  
**Customer Name:** City of Camden    **BP#:** 1000450741    **Contract Account #:** 7350843305  
**Service Address:** Ferry Ave, City of Camden    **Effective Date:** 6/8/2023  
**Contact Name:** Keith Walker    **Contract Term:** 1 Year    **Distribution:** OH  
**Office Tel:** (856) 757-7500    **Cell Phone:**    **Email:**    **Fax:**

**STANDARD**     **SPECIAL**     **Office Record**    **Purchase Order #**  
**Premise #:** 5002530787    **Installation #:** 4003822253    **Installation 2 #:** 4005015665    **DWMS Customer #:** 6651329    **DWMS LD #:** 501009224    **DWMS E1 #:**    **CIAC E1 #:**

**Rates and Costs Details**

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Second Available	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remove Rate	Upfnt Rate	Access Product Qty	Access Product Code	Access Upfnt Rate	Found Credit Qty	Found Credit Amt	IC
Bracket	1	EX050178LB	BPL_NC		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Install	New	Set Exist	0.00	0.00	0.00			0.00		0.00	6845
Luminair	4	ES050724BL	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	34.65	0.00			0.00			6843
Luminair	5	EX054091BL	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Install	New	Set Exist	14.82	0.00	0.00			0.00		0.00	6844

**Rates and Costs Summary**

Installs: Monthly Service Charge Totals		Removes: Prior Monthly Charges (No Charge to Remove)	
Luminaire Mth Svc Charge Total	\$74.10	Luminaires: Prior Monthly Charges	\$138.60
Pole Mthly Service Charge Total	\$0.00	Poles: Prior Monthly Charges	\$0.00
Bracket Mthly Serv Charge Total	\$0.00	Brackets: Prior Monthly Charges	\$0.00
<b>Mthly Service Charge Totals</b>	<b>\$74.10</b>	<b>Prior Monthly Charge Totals</b>	<b>\$138.60</b>

Grand Total One Time Upfront Cost	
Grand Total One Time Upfront Cost	\$0.00

One-Time Cost Totals	
Cost for Construction (CIAC)	\$0.00
Foundation Credit Total	\$0.00
Pole Upfront Cost Total	\$0.00
Bracket Upfront Cost Total	\$0.00
Accessory Upfront Cost Total	\$0.00
Lumin Upfront Cost Total	\$0.00

Comments: Remove 4) 400W HPS Floods and Install 4) 129W LED Floods.

**RepEmail:** Walter.Ruff@pseg.com    **Tel:** (609) 387-0526    **Print Signatory Name/Title:** Keith Walker  
**PSEG Representative:** Walter Ruff    **\*Authorized Signature:**

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

## STANDARD TERMS CONDITIONS

### PSEG Street and Area Lighting Service

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

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

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

BPL: Original sheet No. 189-191 BPL-POF: Original sheet No. 199-200 PSAL: Original sheet No. 212-214

### SECTION 3 - WARRANTY AND REMEDIES

- A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.
- B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.
- C. Conditions Applying to Warranties.
1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.
  2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.
  3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.
  4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.
  5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.
- D. **Exclusivity of Warranties and Remedies. The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.**
- ### SECTION 4 - INDEMNIFICATION AND LIABILITY
- PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.
- SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

**STANDARD TERMS CONDITIONS**

**PSEG Street and Area Lighting Service (continued)**

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

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

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

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

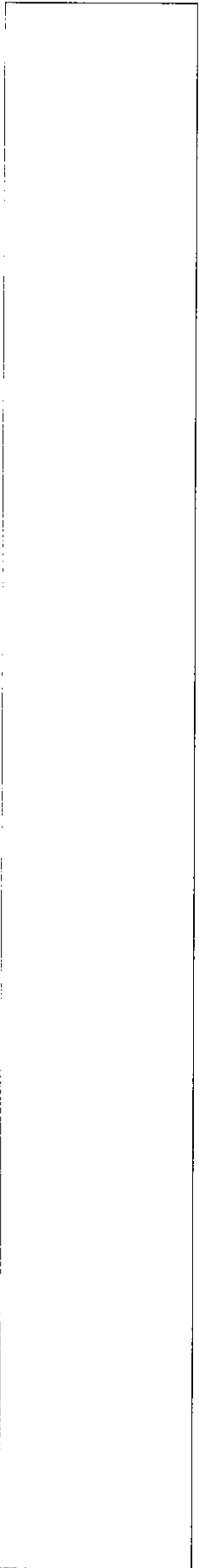
**SECTION 10 - HEADINGS.** The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

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

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

**APPENDIX A: STREET AND LOCATION DETAIL INFORMATION**

<b>RecordID</b>	<b>Street</b>	<b>Location</b>	<b>Pole#:</b>	<b>Products:</b>
6843	Ferry Ave	1 PNO Ferry PP	16077	Luminaire
6843	Ferry Ave	2 PNO Ferry PP	16078	Luminaire
6843	Ferry Ave	3 PNO Ferry PP	16079	Luminaire
6843	Ferry Ave	3 PNO Ferry PP	16079	Luminaire
6844	Ferry Ave	1 PNO Ferry PP	16077	Luminaire
6844	Ferry Ave	2 PNO Ferry PP	16078	Luminaire
6844	Ferry Ave	3 PNO Ferry PP	16079	Luminaire
6844	Ferry Ave	3 PNO Ferry PP	16079	Luminaire
6844	Ferry Ave	4 PNO Ferry PP	16080	Lumen, Bracket



DB:dh  
07-11-23

**RESOLUTION AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT  
WITH THE CAMDEN COMMUNITY PARTNERSHIP FOR PROFESSIONAL SERVICES  
AND CONSTRUCTION MANAGEMENT IN CONNECTION WITH THE  
ELIJAH PERRY PARK IMPROVEMENT PROJECT**

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, Community Development Block Grant Funds are to be utilized to develop viable communities for American citizens; and

WHEREAS, pursuant to a request for proposal, CAMDEN COMMUNITY PARTNERSHIP, has submitted a proposal to facilitate the construction management and design phase of the Elijah Perry Park Improvement project; and

WHEREAS, this endeavor is an eligible activity under 24 C.F.R. Section 570; and

WHEREAS, the amount of \$400,000 will be funded through the City's annual allocation of entitlement for the FY 23 program year; and

WHEREAS, the City of Camden desires to enter into an agreement with CAMDEN COMMUNITY PARTNERSHIP, for the construction management for the improvement of the park project for an amount not to exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00), for the provision of said services; 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 reserve for state and federal grant budget of the City of Camden under line item "G-BG-A21-007" 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 City Officers be and are hereby authorized to enter into an agreement with CAMDEN COMMUNITY PARTNERSHIP, for the purpose to facilitate the construction management and design phase of the Elijah Perry Park Improvement project for an amount not to exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00).

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: July 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: JULY 11, 2023

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

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing a Subrecipient Agreement between the City of Camden and Camden Community Partnership for Professional Services/Construction Management in connection with the Elijah Perry Park Improvement Project.

Point of Contact:	Keith L. Walker	Public Works	856-757-7139	<a href="mailto:KeWalker@ci.camden.nj.us">KeWalker@ci.camden.nj.us</a>
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		7-5-23	
Supporting Department Director (if necessary)				
Director of Grants Management	Y		7-5-23	must be 1 year contract 9/1/23- 8/31/24
Qualified Purchasing Agent				
Director of Finance			7/5	
Approved by: Business Administrator			7/8/23	

Attachments (list and attach all available):

1. Attachment D – Contract Request
2. CCP Request for Subrecipient Agreement (including budget)
3. Memorandum of Agreement - CCP, Housing Authority and the City of Camden
4. Certificate of Availability of 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

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

## Bureau of Grants Management Grant Summary Form

**Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: Public Works – Park Projects

Grant Administrator: Tamara Jefferson

Grant Administrator #: 757-7393

Grant/Project Name:		Elijah Perry Park			
Grant #:		B-21-MC-34-0003			
City Contract Date:		TBD	City Contract #:		
Application Resolution #:			Appropriation Code :		G-BG-A21-007
Funding Source:		Community Development Block Grant (CDBG)			
Pass Through:	Y	<input checked="" type="radio"/> N	Source:		
Amount of Grant:		\$400,000			
Local Match:	Y	<input checked="" type="radio"/> N	Cash:		In-Kind:
Budget Insertion Resolution # & Date:				Accepting Grant Resolution # MC:	
Term of Grant:				Location of Activity:	9 <sup>th</sup> and Ferry Avenue
Date of Analysis:		21-Dec-22	Reviewed By:		Kelly Mobley

**Summary:**

5-Jul-23: The Department of Public Works Division of Parks and Open Spaces is seeking council authorization to enter into a sub-recipient agreement with Camden Community Partnership in the amount of \$400,000 for the purpose of procuring professional services and construction management in connection with this park improvement project. The term of the agreement should commence on 9/1/23 thru and including 8/31/24.

Funding will be utilized to rehabilitate the park as a part of the Choice Neighborhood Project. Specific costs associated with the funding include the following: courts, field, playground and splash area. It will also include new features such as gazebo, bathroom, picnic area with benches without.

The request for release of funds was authorized on 12/20/22 by HUD.

**Problematic Areas/Recommendations:**

grant summary\ELIJAH Choice Project \$400,000



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing a Subrecipient Agreement between the City of Camden and Camden Community Partnership for Professional Services/Construction Management in connection with the Elijah Perry Park Improvement Project.

### FACTS/BACKGROUND:

- The City of Camden seeks to enter in Subrecipient Agreement with CCP for professional services/construction management to manage the \$400,000 in CDBG funds that the City of Camden has committed to provide.
- The requested term of the agreement is 1 year, with construction anticipated to begin Fall 2023.



**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$400,000 – Appropriation Account – G-BG- -A21-007

### IMPACT STATEMENT:

- Pending approval of Subrecipient Agreement CCP will provide professional services and manage \$400,000 in CDBG funds allocated for Elijah Perry Park Improvement Project.
- Elijah Perry Park will receive much needed upgrades and beautification, and the surrounding community will be provided with much needed recreational space.
- Without City Councils approval, CCP will not be able to manage the funds allocated for the Elijah Perry Park Project.

### SUBJECT MATTER EXPERTS/ADVOCATES:

- Keith L. Walker, Director of Public Works
  - Attendance: Yes

### COORDINATION:

- The City of Camden and Camden Community Partnership requires execution of the agreement.

Prepared by:

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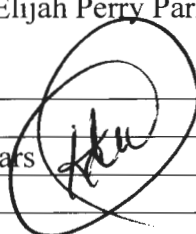
Name

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	
Name of Vendor	Camden Community Partnership
Purpose or Need for service:	Subrecipient Agreement authorizing Camden Community Partnership to manage \$400,000 in CDBG funds allocated for the Elijah Perry Park Improvement Project.
Contract Award Amount	n/a
Term of Contract	7 years 
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 \_\_\_\_\_

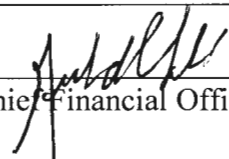
\_\_\_\_\_  
Business Administrator/Manager Signature

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 \_\_\_\_\_

**Camden Community Partnership**

Ferry Terminal Building, 2 Aquarium Drive, Suite 310

Camden, New Jersey 08103

856.757.9154 Phone/856.757.9478 Fax



**To:** Keith Walker, Director of Public Works  
**From:** Kathy Cullen, Camden Community Partnership  
**Date:** May 24, 2023  
**Re:** **Elijah Perry Park Subrecipient Agreement for Community Development Block Grant Funds**

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The City of Camden and Housing Authority of the City of Camden (HACC) were awarded a FY 2016 Choice Neighborhood Implementation (CNI) Grant to support improvements in the Mt. Ephraim Corridor surrounding the Clement T. Branch Village development. In January 2019, the City, HACC and Camden Community Partnership (CCP) entered into a Memorandum of Agreement whereby CCP would complete the CNI activities, including the design and engineering of the Elijah Perry Park Improvements. CCP will be advertising and awarding the contract for construction of the park. The anticipated schedule for advertisement is October 2022.

The City of Camden has committed to provide \$400,000 in Community Development Block Grant (CDBG) funds towards the construction cost of the improvements. In order to manage the allocated \$400,000 of CDBG funds, CCP is respectfully requesting a Subrecipient Agreement.

Attached is the Memorandum of Agreement between the entities and an updated project budget. If there is any additional information that is required, please do not hesitate to contact me.

**Choice Neighborhoods Critical Community Improvements (CCI) Plan Budget**

Activity	Partners	TOTAL Budget	CCI - CHOICE FUNDS	CDBG	CCI LEVERAGE
<b>PARK ENHANCEMENTS</b>					
Elijah Perry Park Construction	City/CCP/HACC	\$ 2,226,889.00	\$ 1,826,889.00	\$ 400,000.00	\$ -
Elijah Perry Park Remediation	CRA/CCP				\$ 568,050.00
Elijah Perry Park Construction Mgmt & Inspection	City/CCP/HACC	\$ 130,700.00	\$ 130,700.00		
<b>PLACEMAKING/GATEWAY ENHANCEMENTS</b>					
Pedestrian Enhancements	City/CCP/HACC	\$ -			\$ -
Gateway Improvements	City/CCP	\$ -	\$ -	\$ -	\$ -
Vacant Lot Stabilization & Reuse	City/CCP/CRA	\$ 29,300.00	\$ 29,300.00	\$ -	\$ -
<b>TOTAL</b>		<b>\$2,386,889.00</b>	<b>\$1,986,889.00</b>	<b>\$ 400,000.00</b>	<b>\$ 568,050.00</b>
<b>CCI Administration</b>					
CCI Administration	CFP	\$ 198,689.00	\$ 198,689.00	\$ -	\$ -

**MEMORANDUM OF AGREEMENT AMONG THE HOUSING  
AUTHORITY OF THE CITY OF CAMDEN,  
COOPER'S FERRY PARTNERSHIP, INC. AND THE CITY OF  
CAMDEN**

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This Memorandum of Agreement ("MOA" or "Agreement") is made among the Housing Authority of the City of Camden ("HACC"), with its principal address of 2021 Watson Street 2<sup>nd</sup> Floor, Camden, New Jersey 08105, Cooper's Ferry Partnership, Inc. ("CFP" or "Contractor"), a non-profit New Jersey corporation with its principal office located at 2 Riverside Drive – Suite 501, Camden, New Jersey 08103, and the City of Camden (the "City"), with its principal office located at City Hall, 520 Market Street, Camden, New Jersey 08103, referred to hereinafter collectively as the "Parties," and each, a "Party."

**WHEREAS**, HACC, as lead applicant, and the City of Camden, as co-applicant, applied to the United States Department of Housing and Urban Development ("HUD") for a Fiscal Year ("FY") 2016 Choice Neighborhoods Initiative ("CNI") Implementation Grant in the amount of \$30,000,000, in response to the FY2016 CNI Notice of Funds Availability, CFDA 14889, FR-600-N-34-TC (NOFA), in support of a Transformation Plan to redevelop Clement T. Branch Village (the "Housing Plan"), a public housing development, and the surrounding Mt. Ephraim Corridor (the "Targeted Neighborhood"). The public housing residents and residents within the surrounding Mt. Ephraim area make up the "Targeted Population;" and

**WHEREAS**, the CNI aims to transform distressed public and/or assisted housing units into physically and financially viable housing for the long-term. Projects implemented pursuant to the CNI Grant shall (1) support positive health, safety, employment, mobility, and education outcomes for residents in targeted development(s) and the surrounding neighborhoods; (2) create viable, mixed-income neighborhoods that have access to well-functioning services, high quality public schools and education programs, public assets, public transportation, and improved access to jobs; and (3) attract significant financial investments in high-poverty neighborhoods from the public and private sectors; and

**WHEREAS**, HACC began its early start construction activities pursuant to the Housing Plan in the Targeted Neighborhood prior to the actual receipt of a CNI Grant; HACC constructed a new community center and began the first phase of the redevelopment of housing, after demolition of 35 units in three (3) buildings. The first phase of Branch Village closed in November 2016, after residents were relocated off and on-site; and

**WHEREAS**, HACC and the City of Camden were awarded a FY2016 CNI Implementation Grant effective December 16, 2016 in the amount of \$13,245,927 (“Grant”), instead of the anticipated \$30 million award – approximately a 55% reduction in the anticipated award – in support of the Transformation Plan that was developed for Clement T. Branch Village; and

**WHEREAS**, Contractor has agreed to assume the role of the Neighborhood Implementation Entity for the CNI Implementation Grant, based upon its vast experience in planning, economic development and project management in the City of Camden; and

**WHEREAS**, as the Neighborhood Implementation Entity for the CNI Grant, working cooperatively with the HACC and the City, Contractor shall identify and implement the Critical Community Improvements (“CCI”) consistent with the Grant and HUD approval and shall also be responsible for the coordination of other partners which have pledged services or money toward other CCI activities as identified in the Grant application.

**WHEREAS**, over a five (5) year period, Contractor shall be responsible for all meetings and interactions among the partners, community leaders, groups and residents, preparation and submission of reports, and planning and implementation of all CCI activities and outcomes; and

**WHEREAS**, in light of the reduction in the amount of funding, it is necessary for the Parties to amend the CCI activities strategy and contemplated services, in order to reach the HUD required CNI goals; and

**WHEREAS**, this MOA outlines the various roles and responsibilities of the parties with respect to the CCI activities for HACC, Contractor, and the City, consistent with the terms and conditions of the CNI Grant and HUD regulations, subject to review and approval by HUD:

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

**1. REPRESENTATION AND WARRANTIES OF HACC.** HACC hereby represents and warrants as follows:

- a. It is an agency of the City of Camden, State of New Jersey, a public housing authority created pursuant to the “United States Housing Act of 1937” 42 U.S.C. Section 1437, et. seq., and organized under the New Jersey “Local Redevelopment and Housing Law,” N.J.S.A. 40A:12A-17, et. seq.

- b. It has the authority and has taken all necessary actions to enter into this agreement with the Contractor.
- c. HACC shall cooperate with all Parties and provide information within its control necessary for the Parties and Contractors to perform their duties.
- d. To the best of its knowledge, there are no suits, proceedings existing, pending, or threatened that would have an adverse action on this Agreement.
- e. Pursuant to the Grant Agreement dated December 12, 2016, HACC shall perform, or cause to be performed, all services and tasks consistent with the Grant, including the oversight of the CNI Neighborhood Implementation Entity to effectuate the CCI goals and services, administration and distribution of CNI funds and other duties as may be necessary to effectuate the CNI goals.

**2. REPRESENTATION AND WARRANTIES OF CONTRACTOR.** Contractor hereby represents and warrants as follows:

- a. Contractor is a validly existing corporation and in good standing under the laws of the State of New Jersey.
- b. Contractor and the person signing on its behalf are authorized, and have taken all necessary and required actions to enter into this Contract.
- c. To the best of Contractor's knowledge, information and belief, there are no suits or proceedings pending or threatened whether in law or in equity that would have an adverse effect on the financial condition or business of the Contractor or adversely impact this MOA.
- d. The Contractor shall not transfer the MOA, or any beneficial interest thereof, to any person, corporation, partnership, or other entity without the prior written consent of HACC, the City, and HUD, if required, or as otherwise provided pursuant to the HUD regulations for funding.
- e. Contractor shall comply with all state and federal laws and regulations, including, but not limited to, the forms, attached hereto as Exhibit A and incorporated herein, CNI CCI requirements in accordance with the NOFA, CNI Grant Agreement, attached hereto as Exhibits B and C, respectively, and incorporated herein, this MOA and all applicable state and federal certifications, HUD General Conditions for Non-Construction Contracts, and the rules and regulations of the State of New Jersey.



- f. Contractor warrants that it shall ensure that: (i) any partner agencies that are responsible for the CNI CCI funded activities and under its supervision are aware of the federal requirements imposed upon them by the CNI requirements, including applicable federal and state regulations; (ii) all sub-grant agreements include any clauses required by federal statutes and their implementing regulations and executive orders; and (iii) performance of sub-grantees are monitored to ensure compliance with the Grant.
- g. Contractor agrees that it shall not submit any correspondence directly to HUD regarding the CNI Agreement, this MOA, and/or the subject matter contained herein and that it shall submit any and all correspondence to HACC that Contractor intends to submit to HUD regarding the CNI Agreement, this MOA, and/or the subject matter contained herein. Following the receipt of such correspondence from Contractor, HACC will submit such correspondence to HUD as HACC deems necessary. In addition, as lead grant applicant and administrator, HACC shall be informed of all communications to HUD, including but not limited to, telephone calls, related to CNI activities, before such communication is made to HUD. HACC reserves the right to join in on said telephone calls and communications with HUD.

### **3. REPRESENTATION AND WARRANTIES OF THE CITY.**

The City represents and warrants as follows:

- a. The City has the authority and has taken all necessary actions to enter into this agreement with the Parties.
- b. The person signing on its behalf is authorized, and has taken all necessary and required actions to enter into this MOA.
- c. It shall cooperate with all Parties and provide information within its control necessary for the Parties and contractors to perform their duties.
- d. To the best of its knowledge, there are no suits, proceedings existing, pending, or threatened that would have an adverse action on this MOA.
- e. Pursuant to the Grant Agreement dated December 12, 2016, the City, as Co-Applicant, shall perform, or cause to be performed, all services and tasks consistent with the Grant, including the cooperation and review of the Neighborhood Plan and services, and other duties as may be necessary to effectuate the CNI goals. Except for the Leverage and Sources of Funds provided for in Paragraph 6 below, and to the extent the responsibilities of the Parties have not changed in connection with the implementation of the CNI Grant Agreement, the provisions of the CNI Grant

Agreement shall control and supersede this subparagraph. The City understands that under its current responsibilities in connection with implementation of the CNI Grant Agreement, the City shall not be responsible for any of the following activities under the Grant Agreement and/or this Agreement, including but not limited to: (1) overseeing or being held responsible for any and all outcomes as outlined in the CNI Grant including monitoring, ensuring compliance and/or reporting these outcomes as mandated by the CNI Grant and/or HUD; (2) overseeing or being held responsible for all fiscal responsibilities, including handling all drawdowns, auditing, ensuring fiscal compliance and/or any other fiscal responsibilities mandated specifically by the CNI Grant and/or by HUD; and (3) overseeing or being held responsible for any and all documentation, monitoring and/or filing requirements mandated by the CNI Grant and/or HUD.

- f. The City agrees that it shall not submit any correspondence directly to HUD regarding the CNI Agreement, this MOA, and/or the subject matter contained herein and that it shall submit any and all correspondence to HACC that the City intends to submit to HUD regarding the CNI Agreement, this MOA, and/or the subject matter contained herein. Following the receipt of such correspondence from the City, HACC will submit such correspondence to HUD as HACC deems necessary. In addition, as lead grant applicant and administrator, HACC shall be informed of all communications to HUD, including but not limited to, telephone calls, related to CNI activities, before such communication is made to HUD. HACC reserves the right to join in on said telephone calls and communications with HUD.

#### **4. SCOPE OF WORK.**

Contractor shall serve as the Neighborhood Implementation Entity under the Grant as defined in the NOFA to identify and implement the CCI goals for the Targeted Neighborhood, in accordance with its Partnership Certification letter, attached hereto as Exhibit D and incorporated herein. Contractor's responsibilities include, but are not limited to the following:

- a. Coordinate and manage the other partner agencies to effectuate the goals of the Neighborhood Plan for the Grant. Draft Memoranda of Understanding between Partners and HACC, outlining roles, responsibilities and data sharing, subject to review and approval by HACC and the City.
- b. Assist in the economic redevelopment of businesses in the Targeted Neighborhood.
- c. Identify and connect neighborhood amenities to transform the Targeted Neighborhood to a place where people will want to work and live.
- d. Improve mobility, travel, recreation and project development within the Targeted Neighborhood so projects achieve Leadership in Energy and Environmental Design ("LEED") Certifications.

- e. Assist in the development of cost-efficient housing, public and private investments, by working in concert with other partners, the City and HACC.
- f. Identify and provide a written narrative of service gaps in achieving Neighborhood Plan objectives and engage additional organizations, institutions, local government agencies and established community leaders, as necessary.
- g. Establish and convene Neighborhood Partner ongoing meetings with schedule and timelines to be finalized.
- h. Prepare and submit reports on all activities for which it is responsible, in accordance with the Grant timelines and requirements.
- i. Submit detailed budget requests with supporting documentation as may be required in order for HACC to draw down CNI payments for the City and others and to retain documentation as required and to establish leverage of funds expended.

The Scope of Work is more particularly outlined on **Exhibit E** (activities within the CNI application dated June 27, 2016 and the specific roles and responsibilities in the Partnership Letter from Cooper's Ferry to Victor Figueroa dated June 13, 2016) attached hereto and incorporated herein.

#### **5. BUDGET.**

Contractor shall comply with the final budget for the Neighborhood Plan consistent with the budget that was submitted to HUD in accordance with the CNI Grant application requirements, attached hereto as Exhibit F ("CCI Activities and Budget"), and incorporated herein.

#### **6. CITY of CAMDEN LEVERAGE AND SOURCE OF FUNDS**

The City agrees that: (1) the City will use \$25,000 in Community Development Block Grant (CDBG) funds to provide financial and/or home ownership literacy classes to Branch Village residents and residents of the Mt. Ephraim South Transformation Area; and (2) the City will use \$50,000 in CDBG funds for the M.A.L.L. Program for young adults, age 14 through 18, who are Branch Village residents. The City also agrees to commit \$500,000 of CDBG funds for the CCI (Critical Community Improvement) Plan; for a total City commitment of CDBG funds of \$575,000.

#### **7. COMPENSATION.**

a. Costs and Administrative Expenses. Payments under this Agreement shall be paid based upon the performance of the Contractor, in compliance with the Grant requirements. Payments shall not be made in advance. Contractor shall receive no more than \$198,689 for administrative expenses as CNI Neighborhood lead. Contractor's administrative expenses shall not exceed 10% of the total amount for CCI Neighborhood budget for expenses to administer the CCI activities over a five (5) year period beginning January 1, 2018 through December 31, 2022.

b. CCI Activities and Schedule. The apportioned CNI Grant funds will be dispersed upon the completion of the related CNI funded activities, provided however that the invoice for payment is accompanied by proper backup documentation. The CCI activities for the CNI Neighborhood Implementation Grant are detailed in the Budget (Exhibit F) and incorporated herein. A timeline or schedule for the performance of the CCI Activities is attached hereto as Exhibit G and incorporated herein.

c. Process for Invoicing. Invoices for percentage of work performed will be acceptable on an incremental basis. Invoices shall be submitted to the HACC's CNI Funds Manager (Alex Ong) for the Neighborhood Implementation Entity. See Exhibit H "Invoicing Process," attached hereto and incorporated herein.

#### **8. DEFAULT OF CONTRACT TERMS.**

Any one of the events below shall constitute an event of default under this Agreement, to the extent that it constitutes a material breach or occurrence:

- a. Funds provided under the Grant are used for any purpose, in any manner or at any time, other than as authorized by the Grant, as determined by HUD.
- b. Failure to comply with the CNI requirements or any other federal, state or local laws, regulations or requirements applicable in creating the Transformation Plan.
- c. Failure to make any required submission, perform any obligation or otherwise fail to proceed in a manner consistent with the Transformation Plan, including, but not limited to, failure to accomplish an activity by the date specified in the Program Schedule within the control of the Parties.
- d. Any representation or warranty made by the Contractor in this Agreement is incorrect in any material respect and such misrepresentation or warranty concerns an issue which jeopardizes HACC's interest or demonstrates a material adverse change in the financial condition of the Contractor and which inaccuracy or untruth is not cured by Contractor within a reasonable time after written notice thereof is provided by HACC to Contractor or within a reasonable time after becoming known to Contractor.
- e. The Contractor makes any assignment for the benefit of creditors, is adjudicated bankrupt, or a receiver is appointed for its assets by an order of a court of competent jurisdiction and such order shall remain un-vacated, un-stayed or not set aside for sixty (60) days.
- f. HACC fails to make payment to Contractor in accordance with terms of this Agreement after notice and reasonable time (90 days) to make such payment(s), consistent with requirements and the HUD General Conditions for Non-Construction Contracts, attached hereto, provided HUD has made such payment available to HACC through LOCCS.

**9. NON-ASSIGNMENT OF FUNDS.** The Parties acknowledge that any transfer of funds, obtained from HUD by HACC, to Contractor shall not be deemed to be an assignment of such

funds, and neither the Contractor nor any other participating party shall succeed to any rights of HACC under its agreement with HUD, or attain any privileges, authorities, interests, or rights in or under any such agreements. Contractor further agrees to include this disclaimer in each of its agreements or contracts with any partner, participating party, or any other party involving the use of HACC funds.

**10. TERM OF CONTRACT.** This contract is for a term of five 5 years, subject to other terms and conditions as required by HUD, subject to appropriations.

**11. CONTRACT REQUIREMENTS:** The following items and documents comprise the entire Agreement:

- a. Agreement
- b. HUD Forms and Certifications
- c. NJ Contract Requirements and forms
- d. Federal/HUD Section 3 Compliance
- e. NJ EEOC Requirements

**12. INDEMNIFICATION.** The HACC, to the extent allowed by the CNI source of funding, shall indemnify and hold harmless the City from any and all liability, loss, damages, costs and expenses, including reasonable counsel fees, resulting from the HACC's negligent performance of its obligations hereunder. Contractor shall indemnify and hold harmless the City and HACC from any and all liability, loss, damages, costs and expenses, including reasonable counsel fees, resulting from Contractor's breach or negligent performance of its obligations hereunder.

**13. CHOICE OF LAW/GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New Jersey.

**14. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

**15. NOTICES.** All notices, requests and demands upon the respective parties hereto shall be in writing and shall be sent by hand delivery or express messenger or registered or certified mail, return receipt requested, to the respective addresses as follows or to such other address as the respective party may designate, by written notice, duly mailed to the others. All certified and registered notices shall be effective upon receipt by the Parties.

To HACC:

The Housing Authority of the City of Camden

2021 Watson Street, 2<sup>nd</sup> Floor  
Camden, New Jersey 08105  
Attention: Executive Director

To Contractor: Cooper's Ferry Partnership, Inc.  
2 Riverside Drive, Suite 50  
Camden, New Jersey 08103  
Attention: Chief Executive Officer

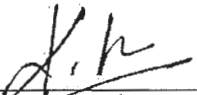
To City: Mayor, City of Camden  
City Hall  
520 Market Street  
Camden, New Jersey 08103

#### 16. MISCELLANEOUS.

- a. Choice of Venue: All disputes arising from or in connection with this Agreement shall be decided in the New Jersey Superior Court of New Jersey, Camden County.
- b. Amendments: This Agreement may be amended only by written instrument signed by an authorized representative of CFP, City and HACC.
- c. Entire Agreement: This Agreement contains the final and entire agreement between the parties. The parties hereto shall not be bound by any agreements, conditions, representations or warranties, oral or written, express or implied, not contained herein.
- d. Severability: If any part or parts of this Agreement is found not to be legally enforceable under a particular circumstance, then that portion shall be deleted for such circumstance and all other parts remain in effect.
- e. Interpretation: CFP, City and HACC have read this Agreement and had the opportunity to employ legal counsel and negotiate changes to the Agreement. This Agreement is the joint product of CFP, City and HACC and, in the event of any ambiguity herein, no inference shall be drawn against a party by reason of document preparation.
- f. Waiver of Jury Trial: CFP, City and HACC hereby expressly waive their rights to a jury trial.
- g. Execution: This Agreement may be executed by facsimile or by portable document format (.pdf) signature, such that execution of this Agreement by facsimile or by portable document format (.pdf) signature shall be deemed effective for all purposes as though this Agreement was executed as a "blue ink" original.

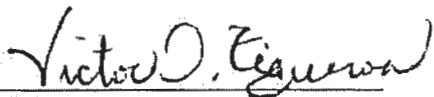
IN WITNESS WHEREOF, the Parties have entered into this MOA as of the date executed below.

COOPER'S FERRY PARTNERSHIP, INC.:

By:   
Kris Kolluri  
Chief Executive Officer

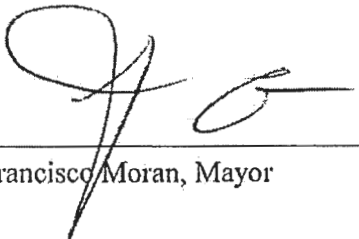
DATED: 1/24/19

HOUSING AUTHORITY OF THE CITY OF CAMDEN:

By:   
Victor D. Figueroa, Executive Director

DATED: 12/27/2018

CITY OF CAMDEN:

By:   
Francisco Moran, Mayor

DATED: 1/29/19

FUENTES  
7/11/2023

**RESOLUTION RECOGNIZING DANNY OSCAR GARCIA FOR HIS INCREDIBLE ACCOMPLISHMENTS AS AN AMATEUR AND PROFESSIONAL BOXER WHICH HAS LED HIM TO BE CONSIDERED ONE OF THE GREATEST PUERTO RICAN BOXERS OF HIS TIME IN TWO WEIGHT CLASSES**

**WHEREAS, DANNY OSCAR GARCIA** was born on March 20, 1988 in North Philadelphia to Puerto Rican parents – his mother was from Bayamon and his father was from Naguabo; and

**WHEREAS,** from the young age of ten years old, Danny’s father, Angel, who was a boxer would take Danny to Philadelphia’s Harrowgate Boxing Club to allow him to train as a boxer; and

**WHEREAS, DANNY OSCAR GARCIA,** stated that his goal was to be the “next great Puerto Rican fighter”; and

**WHEREAS, DANNY OSCAR GARCIA,** always admired Boxing Hall of Fame boxer, Carlos Ortiz, and considered Ortiz’s bout against Lenny Matthews among the most memorable boxing matches he ever saw; and

**WHEREAS, DANNY OSCAR GARCIA,** engaged in difficult and time-consuming training for many years which led him to become a world-renowned Amateur and Professional boxer; and

**WHEREAS, DANNY OSCAR GARCIA,** has held multiple world championship titles, including the WBC Super Lightweight Title; 2012-2015 (5 defenses); the WBA Super Lightweight Super Title; 2012 -2015 (4 defenses); the WBC Welterweight Title; 2016-2017; the Ring Magazine World Junior Welterweight Title (2012-2015), and the Lineal World Junior Welterweight Title (2013-2015); and

**WHEREAS, DANNY OSCAR GARCIA,** as an Amateur, was the 2006 U.S. National Champion, the 2005 Tammer Tournament Champion and the 2005 Under-19 National Champion; and

**WHEREAS,** it is appropriate that the City Council of the City of Camden acknowledge **DANNY OSCAR GARCIA,** whose incredible commitment and work ethic have led him to be considered one of the greatest Puerto Rican boxers of his time in two weight classes; now therefore

**BE IT RESOLVED,** by the City Council of the City of Camden that it hereby commends and congratulates **DANNY OSCAR GARCIA,** for his incredible accomplishments and extends its best wishes for his continued success.

**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: July 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



# RESOLUTION #30

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Resolution in memoriam of Roberto Feliz

## RESOLUTION

**NOT available at time of print on  
Monday, July 10, 2023.**