



AGENDA

CITY OF CAMDEN
CITY COUNCIL REGULAR MEETING

August 8th, 2023 – 5:00 p.m.

Honorable Angel Fuentes, Council President

Honorable Sheila Davis, Vice-President

Honorable Marilyn Torres

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 August 1st, 2023 Caucus meeting
Please note that items within boxed area (s) are items added.
Items on consent Agenda include Resolutions: 1-13, 15-16, 19-26, 28-29, 31, 33



CITY COUNCIL AGENDA

AUGUST 8TH, 2023 – 5:00 P.M.
CITY COUNCIL CHAMBER

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

APPROVAL OF MINUTES

COMMUNICATIONS

Department of Finance

1. Check Registers of the City of Camden for The Period of June 28th, 2023 to July 24th, 2023
2. Payroll Register Summary for The City of Camden for The Pay Periods of July 7th, 2023 and July 21st, 2023

Office of City Council

PRESENTATION

3. Honoring Mr. Andre Fuller and Mr. David Garrison (Marilyn Torres)

OLD BUSINESS

Department of Finance

1. 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

Office of City Council

2. Resolution in memoriam of Roberto Feliz

ORDINANCES – FIRST READING

Office of the City Attorney

1. Ordinance Amending Chapter 753; Taxation, Article VII Exemption, Of The Camden Code In Accordance With The New Jersey Economic Opportunity Act of 2020 (N.J.S.A. 34:1B-269 Et Seq.)
2. Ordinance Authorizing the Transfer Of 726 Kaighn Avenue to KIPP Cooper Norcross Academy, LLC
3. Ordinance Amending The Financial Agreement Between The City Of Camden And McGuire Preservation Urban Renewal LLC For Property Known As Peter McGuire Gardens Pursuant To The Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 Et Seq.)

Department of Administration

4. Ordinance Further Amending And Supplementing An Ordinance Fixing The Salary Ranges To Be Paid To Certain Officers And Employees In The Unclassified Service Of The City Of Camden Adopted December 23, 1982 (MC-1917) As Amended And Made Effective June 1, 2023
5. 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” of the revised Camden Code
6. 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

7. An Ordinance Designating Restricted Residential Parking Zones For Individuals With Disabilities To Certain Areas In The City Of Camden As Accessible Parking Privileges Only
8. Ordinance Authorizing The Removal Of Designated Residential Parking Zones For Individuals With Disabilities In Certain Locations

ORDINANCES – SECOND READING & PUBLIC HEARING

Office of the City Attorney

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

Department of Public Works

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

Department of Administration

4. Ordinance Amending Mc-5371, Adopted On February 8, 2022 Which Was Amended By Mc-5414, Adopted On October 11, 2022, Further Amended By Mc- 5426, Adopted On November 10, 2022, And Then Further Amended By Mc-5427, Adopted On December 13, 2022, Governing The Establishment And Control Of Recreational Cannabis Licenses In The City Of Camden

PUBLIC COMMENT

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

RESOLUTIONS

Office of City Council

1. Resolution appointing Gwendolyn Torres to serve as a Commissioner of the Housing Authority of the City of Camden for a term of five (5) years
2. Resolution rescinding MC-23:8944, MC-23:8945 and MC-23:8979, approved on May 9th, 2023, which appointed members of the public to the “Feral Cat AD Hoc Committee” and replacing those members of the Feral Cat Ad Hoc Committee with three (3) members of City Council of the City of Camden
3. Resolution honoring Ernie Huggard upon his retirement from First Harvest Credit Union
4. Resolution Authorizing The Ceremonial Naming Of Magnolia Avenue, Between Magnolia Avenue And Baird Boulevard As “Colandus Kelly Francis Way” In The City Of Camden
5. Resolution Authorizing The Ceremonial Naming Of The 1000 Block Of Langham Avenue Between Walnut Street And Park Boulevard As “Mary Whitfield Way” In The City Of Camden

Office of the Municipal Clerk

6. Resolution Of The City Of Camden, Camden County, New Jersey Supporting Revolution NJ And The Creation Of A Committee To Assist

With Planning For The 250th Anniversary Of The United States of America
Coming In 2026

Office of the City Attorney

7. Resolution Authorizing Amendment #1 To Contract #11-22-179 With Capehart & Scatchard For General Legal Services
8. Resolution Authorizing Amendment #2 To Contract #11-22-180 With Brown & Connery, LLP For General Legal Services
9. Resolution Authorizing Amendment #1 To Contract #04-12-112 With Decotiis, Fitzpatrick, Cole & Giblin, LLP For General Legal Services
10. Resolution authorizing the City of Camden to enter into a license agreement with Camden Community Partnership for the resurfacing of the basketball court in Farnham Park
11. Resolution Authorizing An Amendment To The Contract For Special Counsel For General Legal Services

Department of Administration

12. Resolution Awarding A Contract To Anchor IT For Technology Consulting Services For One Year With A Second Year Option
13. Resolution Authorizing And Ratifying An Emergency Procurement And Payment Of Same To Winzinger, Inc. For The Emergency Removal Of Demolition Debris At 1042 Empire Avenue
14. Resolution Of Support For An Application For A Recreational Cannabis Cultivator's License Submitted By As Promised Farms, LLC And Requesting That The Cannabis Regulatory Commission Issue A Recreational Cannabis Cultivator's License To As Promised Farms, LLC For 1600 Carman Street, Camden, New Jersey
15. Resolution Re-Appointing Karen Merricks As A Member To The Zoning Board Of Adjustment, For A Four (4) Year Term
16. Resolution Re-Appointing Charles Cooper As A Member To The Zoning Board Of Adjustment, For A Four (4) Year Term
17. Resolution Approving A Shared Services Agreement Between The Camden County Municipal Utilities Authority And The City Of Camden For Sewer Cleaning Services In The Camden City Collection System
18. Resolution Appointing Members To The Room & Boarding Houses Committee

Department of Planning & Development

19. Resolution Authorizing A Shared Services Agreement With The Camden Redevelopment Agency For The Management Of A U.S. Environmental Protection Agency Brownfields Revolving Loan Fund Sub-Grant For The Environmental Remediation Of Block 1302, Lot 1 (1115 Chestnut Street)
20. Resolution Authorizing the execution of a Sub-Grant Agreement The City of Camden and the Camden Redevelopment Agency For Grant Funds From The U.S. Environmental Protection Agency Brownfields Revolving Loan Fund for The Clean-Up Of The Former Reliable Tire Site 1115 Chestnut (Block 1302, Lot 1)
21. Resolution Approving The Release Of A Letter Of Credit In The Amount Of \$25,025.34 To NG, 440 Broadway, Block 440, Lot 7 For The Completion Of Said Planning Board Approved Project
22. Resolution Authorizing The City Of Camden To Apply For Funding From The Urban Enterprise Zone For The Amount Of \$400,000.00 For Camden Strong UEZ Marketing And Events
23. Resolution Authorizing An Application For Funding From The Urban Enterprise Zone Authority In An Amount Up To \$329,572 For The 2024 Fiscal Year Program Budget
24. Resolution Authorizing A Contract With MAD Advertising LLC, For an Advertising And Marketing Campaign For Local Incentives And Programs In The Amount Of \$75,000
25. Resolution Awarding A Contract For Residential Construction Inspection Services For The American Rescue Plan Funded Neighborhood Improvement Program With Duane J. Wallace For \$289,500

Department of Finance

26. Resolution Authorizing A Budget Amendment Pursuant To N.J.S.A. 40A:4-87 In The Amount Of \$200,000 From The U.S. Department Of Environmental Protection Agency For A Sub-Grant Entitled “Revolving Brownfields Revolving Loan Fund” For The Reliable Tire Site
27. Resolution To Assign Twenty-Eight (28) Municipal Liens At Full Value
28. Resolution Authorizing The Cancellation Of Liens/Taxes And To Transfer Credits To Various Lien Holders, Property Owners And Mortgage Companies For Various Properties
29. Resolution Authorizing Refunds To Various Lien Holders, Property Owners And Mortgage Companies For Various Properties

30. Resolution Authorizing A Budget Amendment Pursuant To N.J.S.A. 40A:4-87 In The Amount Of \$1,600,000 From The Camden Liberty Tower Escrow Account To Provide An Appropriation In The Sewer Operating Fund For A Shared Service Agreement With The Camden County Municipal Utility Authority For “Combined Sewer Outfall Cleaning.”
31. Resolution Authorizing A Budget Amendment Pursuant To N.J.S.A. 40A:4-87 In The Amount Of \$4,500 From The New Jersey Historical Commission For A Grant From The County History Partnership Program
32. Resolution Authorizing A Budget Amendment Pursuant To N.J.S.A. 40A:4-87 In The Amount Of \$14,000,000 From State Budget Appropriations To Provide For A Technology Appropriation Of \$2,000,000 And An Appropriation In The Water Operating Fund Of \$12,000,000

Department of Public Works

33. Resolution Authorizing The Family Of The Late Sydney (Snyder) Freeman, Sr. To Dedicate A “Hugging” Tree And To Hang A Tree Plaque Bracelet Memorial Around Said Tree In Northgate Park To Honor Their Father’s Memory

Department of Administration

34. Resolution authorizing the purchase of Dell Optiplex Small Form Factor 7010 computers and related accessories for various city divisions

Office of City Council

35. Resolution appointing Dwayne Williams to serve on the Ad Hoc Tourist Promotion and economic development committee for the City of Camden
36. Resolution appointing Sheilah Greene to serve on the Ad Hoc Tourist Promotion and economic development committee for the City of Camden
37. Resolution appointing Yocontalie Jackson to serve on the Ad Hoc Tourist Promotion and economic development committee for the City of Camden
38. Resolution appointing India Jackson to serve on the Ad Hoc Tourist Promotion and economic development committee for the City of Camden
39. Resolution appointing Olivette Simpson to serve on the Ad Hoc Tourist Promotion and economic development committee for the City of Camden

ADJOURNMENT

Please note summary of Public Decorum rules below.

Rule XVII: Decorum

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

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

Communications



DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY


VICTOR CARSTARPHEN
MAYOR

GERALD C. SENESKI
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2023 JUL 25 AM 9:54
MUNICIPAL CLERK'S OFFICE
CAMDEN, N.J.

MEMORANDUM

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

From: Gerald C. Seneski, Director of Finance 

Date: July 25, 2023

Subject: **Check Register-Communications for Forthcoming City Council Meeting- August 8, 2023**

Attached, please find the Check Register for the City of Camden for the period of June 28, 2023 to July 24, 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: 06/28/23 to 07/24/24
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					
51084	06/29/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	1,261.69		20451
51085	06/29/23	LN-50050 BLENDED BROWN MANAGEMENT	5,812.42		20451
51086	06/29/23	LN-50183 CAMDEN REDEVELOPMENT	16.37		20451
51087	06/29/23	LN-50190 FIG 20, LLC	2,183.33		20451
51088	06/29/23	LN-50190 FIG 20, LLC	396.46		20451
51089	06/29/23	LN-50190 FIG 20, LLC	1,850.70		20451
51090	06/29/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,751.65		20451
51091	06/29/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	5,338.00	06/29/23 VOID	20451 (Reason: incorrect account)
51092	06/29/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	5,338.00	07/03/23 VOID	20452 (Reason: incorrect account)
51093	06/29/23	LN-5230 Brigilda Rodriguez	19,242.22	07/03/23 VOID	20452 (Reason: incorrect account)
51094	07/03/23	LN-50190 FIG 20, LLC	10,574.73		20462
51095	07/03/23	LN-50194 AVROHOM KOTLER	364.68		20462
51096	07/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,992.61		20462
51097	07/03/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	5,338.00		20463
51098	07/03/23	LN-5230 Brigilda Rodriguez	19,242.22		20463
51099	07/03/23	LN-40080 PC7, LLC	8,272.23		20464
51100	07/03/23	LN-40080 PC7, LLC	7,209.98		20464
51101	07/05/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,943.17		20465
51102	07/05/23	LN-40206 US BANK CUST FOR PRO CAP 8	53.00		20465
51103	07/05/23	LN-50190 FIG 20, LLC	1,486.54		20465
51104	07/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,452.68		20465
51105	07/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,082.31		20465
51106	07/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,993.98		20465
51107	07/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	5,614.09		20465
51108	07/05/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,653.08		20465
51109	07/05/23	LN-40145 STEIN REAL ESTATE OPPORTUNITIE	4,806.80		20466
51110	07/06/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	14,405.95		20469
51111	07/07/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	8,510.91		20476
51112	07/07/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	16,840.42		20476
51113	07/07/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	6,255.96		20476
51114	07/07/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,241.34		20476
51115	07/10/23	LN-11275 RAMON PENA	53.00		20478
51116	07/10/23	LN-50190 FIG 20, LLC	1,405.70		20478
51117	07/10/23	LN-50190 FIG 20, LLC	2,192.55		20478
51118	07/10/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,188.15		20478
51119	07/10/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	5,200.72		20478
51120	07/13/23	LN-40328 APRELL COOPER	1,031.35		20479
51121	07/13/23	LN-50190 FIG 20, LLC	5,394.54		20479
51122	07/13/23	LN-50195 DSHC ENTERPRISES, LLC	7,879.03		20479
51123	07/13/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	12,401.77		20479
51124	07/19/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,462.29		20495
51125	07/19/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,102.96		20495
51126	07/19/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	240.50		20495
51127	07/19/23	LN-50190 FIG 20, LLC	2,109.05		20495
51128	07/19/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,078.77		20495
51129	07/19/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,654.87		20495
51130	07/19/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,625.72		20495
51131	07/19/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,058.87		20495
51132	07/21/23	LN-50190 FIG 20, LLC	3,546.20		20496

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD 3RD PARTY 21 3rd Party Lienholders Account Continued					
51133	07/21/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	9,310.75		20496
51134	07/21/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,466.37		20496
51135	07/21/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,993.89		20502
51136	07/21/23	LN-50230 FIG NJ19, LLC	7,285.45		20502
51137	07/24/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	10,585.82		20503
51138	07/24/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,605.45		20503
51139	07/24/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,657.58		20503

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	53	3	245,138.65	29,918.22
Direct Deposit:	0	0	0.00	0.00
Total:	53	3	245,138.65	29,918.22

TD ARP CORONA ARP Funds Coronavirus FR Acct.					
1031	06/30/23	MAL02 MALL CHEVROLET INC	160,950.00		20458
1032	06/30/23	TPB01 TIMOTHY P BRYAN ELECTRIC	31,441.36		20458
1033	06/30/23	WBM01 W B MASON CO, INC	266.93	06/30/23	20459 Direct Deposit
1034	07/14/23	G0016 DAVID GOODMAN	2,406.25		20487
1035	07/21/23	LEV01 LEVY CONSTRUCTION CO	189,958.50		20499

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	4	0	384,756.11	0.00
Direct Deposit:	1	0	266.93	0.00
Total:	5	0	385,023.04	0.00

TD CDBG GRANT21 CDBG ACCOUNT					
25684	06/30/23	RAL01 RALF'S HEATING & PLUMBING	6,750.00	07/10/23	20457
25685	06/30/23	ZAS05 ZASH CONSTRUCTION, LLC	5,500.00	07/10/23	20457
25686	07/07/23	DEL25 DELL, INC.	1,561.52	07/18/23	20470
25687	07/14/23	ENT03 THE ENTERPRISE CENTER	31,845.12		20484
25688	07/24/23	HOM11 HOME DEPOT	549.00		20504
25689	07/24/23	SAL17 SALTY PAWZ LIFE LLC	3,650.00		20504
25690	07/24/23	WED02 ANDREA LEIGHTON	5,250.00		20504
25691	07/24/23	ZAS05 ZASH CONSTRUCTION, LLC	8,500.00		20504
25692	07/24/23	WBM01 W B MASON CO, INC	503.21		20505 Direct Deposit

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	8	0	63,605.64	0.00
Direct Deposit:	1	0	503.21	0.00
Total:	9	0	64,108.85	0.00

TD ESCROW 2021 Escrow Account					
1781	07/06/23	DEM07 DEMBO, BROWN & BURNS LLP	5,952.00		20468
1782	07/14/23	REM02 REMINGTON & VERNICK ENGINEERS	1,521.25		20480

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	7,473.25	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	7,473.25	0.00

TD ESG GRANT 21 ESG Account					
10237	06/30/23	BRO96 RONALD BROWN	5,000.00	07/14/23	20455

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD ESG GRANT 21 ESG Account Continued					
10238	06/30/23	CRA05 CRAMER HILL APARTMENTS, LLC	6,074.00	07/11/23	20455
10239	06/30/23	JOH86 JOHN TO GO, INC.	5,400.00	07/10/23	20455
10240	06/30/23	LUT05 LUTHERAN SOCIAL MINISTRIES	6,795.00	07/11/23	20455
10241	06/30/23	MIG03 MIGUEL'S PHARMACY	14,285.00		20455
10242	06/30/23	PUB04 PSE&G	3,664.17	07/11/23	20455
10243	06/30/23	DRE07 DREW & ROGERS INC	2,335.20	06/30/23	20456 Direct Deposit
10244	07/24/23	TAM02 TAMARACK APARTMENTS, LLC	7,528.00		20506

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	7	0	48,746.17	0.00
Direct Deposit:	1	0	2,335.20	0.00
Total:	8	0	51,081.37	0.00

TD GEN INS 21 Insurance Fund Account					
22953	06/30/23	INS02 INST FOR FORENSIC PSYCHOLOGY	375.00		20460
22954	06/30/23	INT14 INTERNATIONAL ASSOC. OF FIRE-	500.16		20460
22955	06/30/23	INT15 INTERNATIONAL ASSOC OF FIRE-	1,437.96		20460
22956	07/07/23	CON24 CONCENTRA MEDICAL CENTER	625.00		20471
22957	07/07/23	STA12 NJ DEPT OF LABOR & WORKFORCE D	6,852.85		20471
22958	07/14/23	CON24 CONCENTRA MEDICAL CENTER	1,675.00		20483
22959	07/14/23	JRA01 JBER RISK ADVISORS, LLC	7,080.00		20483
22960	07/21/23	CON24 CONCENTRA MEDICAL CENTER	770.00		20498

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	8	0	19,315.97	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	8	0	19,315.97	0.00

TD HOME GRANT21 HOME Project Funds Account					
13358	06/30/23	STJ02 ST JOSEPH CARPENTER SOCIETY	25,000.00	07/17/23	20461
13359	07/24/23	HER04 JOHANNA HERRERA-RODRIGUEZ	1,763.75		20507
13360	07/24/23	JOH57 BARBARA BELLAMY-JOHNSON	298.81		20507
13361	07/24/23	PILO5 TINA PILIRO	127.88		20507

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	4	0	27,190.44	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	4	0	27,190.44	0.00

TD HOPWA GRNT21 Camden Housing Voucher Program					
14339	07/24/23	TAM02 TAMARACK APARTMENTS, LLC	2,660.00		20508

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	2,660.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	2,660.00	0.00

TD WATER 21 Water 1/1/21 4308903560					
8795	07/07/23	LAMP005 LAM Properties	138.25		20474
8796	07/14/23	APC02 A P CONSTRUCTION INC	1,922,591.92		20485
8797	07/21/23	NJA18 NJ AMERICAN WATER CO	265,061.06		20497

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD WATER 21	Water 1/1/21	4308903560	Continued		
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	3	0	2,187,791.23	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	3	0	2,187,791.23	0.00
TDGENERAL21	General Account				
140499	06/30/23	ATT09 AT&T CORP	100.43		20453
140500	06/30/23	BIF01 BIFF DUNCAN ASSOCIATES, INC.	17,716.00		20453
140501	06/30/23	CAM12 CAMDEN COUNTY CLERK'S OFFICE	146.00		20453
140502	06/30/23	CAR01 CARTUN HARDWARE	1,386.58		20453
140503	06/30/23	CIV02 CIVIL SOLUTIONS	2,019.50		20453
140504	06/30/23	CON02 CONTRACTOR SERVICE	316.87		20453
140505	06/30/23	COR36 CORE MECHANICAL, INC.	2,766.55		20453
140506	06/30/23	CPI01 CONCEPT PRINTING	329.90		20453
140507	06/30/23	DSE01 DIVAL SAFETY EQUIPMENT	2,725.00		20453
140508	06/30/23	EGE01 E & G EXTERMINATORS	645.00		20453
140509	06/30/23	EJM01 ERIK JAMES MONTGOMERY	840.00		20453
140510	06/30/23	GAR13 GARDEN STATE MAT RENTAL	61.94		20453
140511	06/30/23	IKO02 RICOH USA, INC	4,050.00		20453
140512	06/30/23	LEX02 LEXA CONCRETE LLC	32,854.22		20453
140513	06/30/23	LIF11 LIFEGUARD TRAINING NY	2,100.00		20453
140514	06/30/23	MAJ02 MAJESTIC OIL CO, INC	12,731.56		20453
140515	06/30/23	MAR31 MARKET STREET PRINTING	1,650.00		20453
140516	06/30/23	MCM03 MCMANIMON & SCOTLAND, LLC	1,499.40		20453
140517	06/30/23	MIK03 MIKE'S BETTER SHOES	479.99		20453
140518	06/30/23	NJA06 NEW JERSEY AMERICAN WATER CO	497.88		20453
140519	06/30/23	NJL06 NJS LEAGUE OF MUNICIPALITIES	125.00		20453
140520	06/30/23	NJP02 NEW JERSEY PLANNING OFFICIALS	123.00	07/12/23 VOID	20453 (Reason: duplicate payment)
140521	06/30/23	PAN09 PANERA, LLC	667.28		20453
140522	06/30/23	PEN31 PENNONI ASSOCIATES, INC	10,905.00		20453
140523	06/30/23	REG02 REGINE A ERVIN, CCR	1,244.25		20453
140524	06/30/23	REP02 JOSEPH REPA	300.00		20453
140525	06/30/23	ROB12 ROBINSON WASTE DISPOSAL SVS	2,220.00		20453
140526	06/30/23	SAN05 MARK SAUNDERS	752.52		20453
140527	06/30/23	SPE07 SPEED PRO IMAGING	230.00		20453
140528	06/30/23	TIM05 TIME CLOCK SALES & SERVICE CO.	1,100.00		20453
140529	06/30/23	TIM07 TIME FOR FUN & MORE INC	450.00		20453
140530	06/30/23	TRE08 TREASURER, STATE OF NEW JERSEY	774.00		20453
140531	06/30/23	TRE36 TREASURER, STATE OF NJ	150.00		20453
140532	06/30/23	WIT05 WITMER PUBLIC SAFETY GROUP	2,154.49		20453
140533	06/30/23	XER01 XEROX CORPORATION	820.74		20453
140534	06/30/23	COM35 COMCAST BUSINESS SERVICES --	122.83		20454 Direct Deposit
140535	06/30/23	COM6224 COMCAST #6624 ISABEL MILLER	164.89		20454 Direct Deposit
140536	06/30/23	COM6404 COMCAST #6404 CRAMER HILL	116.85		20454 Direct Deposit
140537	06/30/23	COM7905 COMCAST #7905 ENGINE 11 FIRE	108.35		20454 Direct Deposit
140538	06/30/23	COM9135 COMCAST #9135 ENGINE 10 FIRE	153.35		20454 Direct Deposit
140539	07/07/23	COM1148 Comcast #1148 Public Works	542.42		20472 Direct Deposit
140540	07/07/23	COM7626 COMCAST #7626 KAIGH AVE FIRE	113.35		20472 Direct Deposit
140541	07/07/23	COM8038 COMCAST #8038 PARK & OPEN SPAC	116.85		20472 Direct Deposit
140542	07/07/23	GRA36 GRAINGER, INC.	11,392.45		20472 Direct Deposit
140543	07/07/23	WBM01 W B MASON CO, INC	4,204.82		20472 Direct Deposit
140544	07/07/23	ATT02 LANGUAGE LINE SERVICES	105.40		20473
140545	07/07/23	ATT07 AT&T	20,483.79		20473

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			Continued
140546	07/07/23	AUT07 ACCU WASH	902.00		20473
140547	07/07/23	BAI11 BAINS DELI LLC - FRANCO PAN	1,998.00		20473
140548	07/07/23	BEL02 VERIZON	38,424.44		20473
140549	07/07/23	BRO81 BROWN & CONNERY LLP	2,555.00		20473
140550	07/07/23	BUC09 BUCKMAN'S INC	1,338.80		20473
140551	07/07/23	CAM12 CAMDEN COUNTY CLERK'S OFFICE	2,507.00		20473
140552	07/07/23	CAM41 CAMDEN COUNTY OFFICE OF THE	1,401.30		20473
140553	07/07/23	CAT11 CATHEDRAL SOUP KITCHEN	1,764.95		20473
140554	07/07/23	CEN03 CENTER FOR FAMILY SERVICES	39,000.00		20473
140555	07/07/23	CHE03 CHERRY VALLEY TRACTOR	1,628.60		20473
140556	07/07/23	CON02 CONTRACTOR SERVICE	1,485.39		20473
140557	07/07/23	COR36 CORE MECHANICAL, INC.	2,642.50		20473
140558	07/07/23	COV05 COVANTA CAMDEN ENERGY RECOVERY	245,939.61		20473
140559	07/07/23	DEC01 DECOTIIS, FITZPATRICK & COLE	877.50		20473
140560	07/07/23	DIV03 DIV OF MOTOR VEHICLES	71.50		20473
140561	07/07/23	DIV12 DIVISION OF MOTOR VEHICLES	120.00		20473
140562	07/07/23	DIV15 DIVISION OF MOTOR VEHICLES	60.00		20473
140563	07/07/23	FON04 FRANKIE FONTANEZ, ESQ	11,666.66		20473
140564	07/07/23	FTC01 FRANK'S TRUCK CENTER, INC.	83,411.02		20473
140565	07/07/23	GAR02 GARDEN STATE HIGHWAY PRODUCTS	9,643.39		20473
140566	07/07/23	GOV13 GOVCONNECTION, INC.	4,306.44		20473
140567	07/07/23	GOV18 GOV DESIGNS	4,590.00		20473
140568	07/07/23	HOF03 HOFFMAN EQUIPMENT	429,074.31		20473
140569	07/07/23	IND01 INDEPENDENT ANIMAL CARE SRV	20,515.00		20473
140570	07/07/23	JAY02 JAY'S TIRE SERVICE LLC	1,030.00		20473
140571	07/07/23	MAJ02 MAJESTIC OIL CO, INC	24,389.02		20473
140572	07/07/23	MAL02 MALL CHEVROLET INC	30,534.25		20473
140573	07/07/23	MIK03 MIKE'S BETTER SHOES	904.95		20473
140574	07/07/23	MIL93 ANGELA MILLER	245.00		20473
140575	07/07/23	NJA06 NEW JERSEY AMERICAN WATER CO	484.20		20473
140576	07/07/23	NJD23 TREASURER STATE OF NEW JERSEY	2,625.00		20473
140577	07/07/23	PEN07 PENNSAUKEN ANIMAL HOSPITAL	0.00	07/07/23 VOID	0
140578	07/07/23	PEN07 PENNSAUKEN ANIMAL HOSPITAL	5,378.09		20473
140579	07/07/23	PSE01 PSEG	212,615.93		20473
140580	07/07/23	QUA15 QUADIENT, INC.	1,877.20		20473
140581	07/07/23	REG02 REGINE A ERVIN, CCR	473.00		20473
140582	07/07/23	RIV39 RIVERFRONT RECYCLING &	310.09		20473
140583	07/07/23	ROB12 ROBINSON WASTE DISPOSAL SVS	430.00		20473
140584	07/07/23	SIG01 SIGNAL CONTROL EQUIPMENT	85,351.00		20473
140585	07/07/23	SOU03 SOUTH JERSEY WELDING	16.00		20473
140586	07/07/23	SPO08 SPOK	18.75		20473
140587	07/07/23	TOW01 TOWNSHIP OF PENNSAUKEN	5,632.00		20473
140588	07/07/23	WIL118 DR EDWARD WILLIAMS, PP., AICP	250.25		20473
140589	07/07/23	NJA06 NEW JERSEY AMERICAN WATER CO	110.51		20475
140590	07/14/23	1ST03 1ST CHOICE SAFETY EQUIPMENT	831.00		20481
140591	07/14/23	ABE02 GERALD ABEL	989.40		20481
140592	07/14/23	ACE19 REINALDO M ACEVEDO	989.40		20481
140593	07/14/23	ADA07 MARILYN R. ADAMS	989.40		20481
140594	07/14/23	ALL47 ROBERT E ALLENBACH	1,978.80		20481
140595	07/14/23	ANG02 RONALD ANGEMI	1,816.80		20481
140596	07/14/23	BAI08 WILLIAM BAIN	2,769.60		20481
140597	07/14/23	BAK05 PAUL R. BAKER, JR.	1,978.80		20481

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			Continued
140598	07/14/23	BAR40 BRENDA M BARNES	989.40		20481
140599	07/14/23	BAS03 ROBERT A. BASILE	1,960.80		20481
140600	07/14/23	BER27 WILLIAM E. BERKS	1,978.80		20481
140601	07/14/23	BER32 WILLIAM BERMAN	1,966.80		20481
140602	07/14/23	BIF01 BIFF DUNCAN ASSOCIATES, INC.	4,760.00		20481
140603	07/14/23	BIR05 STEPHEN R BIRD	1,978.80		20481
140604	07/14/23	BOC03 ROLAND BOCK	5,014.80		20481
140605	07/14/23	BOK01 ELEANOR J BOKRETA	989.40		20481
140606	07/14/23	BON05 LORRAINE BONELLI	989.40		20481
140607	07/14/23	BOW05 BOWMAN & COMPANY LLP	124,000.00		20481
140608	07/14/23	BOW15 BOWMAN INSPECTION LLC	5,000.00		20481
140609	07/14/23	BOY17 MONICA BOYER	989.40		20481
140610	07/14/23	BRI23 ROSEANN BRIGGS	989.40		20481
140611	07/14/23	BRO34 SHELLEY BROWN	989.40		20481
140612	07/14/23	BRO75 JOSEPH A. BROCCOLI	989.40		20481
140613	07/14/23	BUC09 BUCKMAN'S INC	959.04		20481
140614	07/14/23	BUR51 CARLOS R BURGOS	989.40		20481
140615	07/14/23	BUR57 MARY BURDZIEJKO	989.40		20481
140616	07/14/23	CAM12 CAMDEN COUNTY CLERK'S OFFICE	187.00		20481
140617	07/14/23	CAM46 CAMDEN REDEVELOPMENT AGENCY	65,999.36		20481
140618	07/14/23	CAN08 GEORGE CANDIA	989.40		20481
140619	07/14/23	CAN12 CANON SOLUTIONS AMERICA, INC	2,361.08		20481
140620	07/14/23	CAP19 PAUL CAPIZOLA	1,894.80		20481
140621	07/14/23	CAR01 CARTUN HARDWARE	348.17		20481
140622	07/14/23	CAR94 CARLIN, WARD, ASH & HEIART LLC	297.50		20481
140623	07/14/23	CAS28 VIRGINIA CASTRO	989.40		20481
140624	07/14/23	CCM01 C C M U A	28,982.44		20481
140625	07/14/23	CHA36 RUSSELL H. CHANDLER	1,978.80		20481
140626	07/14/23	CHA39 RICHARD N. CHANDLER	989.40		20481
140627	07/14/23	CIA05 RAYMOND CIANFRANI	1,978.80		20481
140628	07/14/23	CME01 CME ASSOCIATES	7,789.50		20481
140629	07/14/23	CON02 CONTRACTOR SERVICE	273.72		20481
140630	07/14/23	COR33 CORSA MANAGEMENT	67,556.63		20481
140631	07/14/23	COU01 COURIER POST	236.40		20481
140632	07/14/23	COU25 WILLIAM M COUSE JR	989.40		20481
140633	07/14/23	COV01 LEONARD COVOLESKY	1,792.80		20481
140634	07/14/23	CRI04 FRANCIS J. CRISSEY, SR.	1,978.80		20481
140635	07/14/23	CRO22 RONALD CROWDER	1,810.80		20481
140636	07/14/23	CRY02 DENT CRYMES	1,978.80		20481
140637	07/14/23	CUR06 VERNON G. CURTIS	2,473.80		20481
140638	07/14/23	CWA01 CWA LOCAL 1014	11,925.00		20481
140639	07/14/23	DAV27 CHARLES L. DAVIS	1,978.80		20481
140640	07/14/23	DAV68 DARRYL J DAVIS	989.40		20481
140641	07/14/23	DEE02 MICHAEL DEETS	1,942.80		20481
140642	07/14/23	DEF03 ROBERT B. DEFORD	989.40		20481
140643	07/14/23	DEM07 DEMBO, BROWN & BURNS LLP	4,000.00		20481
140644	07/14/23	DEV03 JAMES L. DEVINE	989.40		20481
140645	07/14/23	DIP01 WILLIAM DIPOMPO	5,143.20		20481
140646	07/14/23	DIP03 STEPHEN J DIPOMPO	989.40		20481
140647	07/14/23	DIP04 GAETANO J. DIPATRI	1,978.80		20481
140648	07/14/23	DIR06 LOUIS J DIRENZO	1,978.80		20481
140649	07/14/23	DIR07 RICHARD J DIRENZO	989.40		20481

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			Continued
140650	07/14/23	DIREC06 DIRECT ENERGY BUSINESS	21,035.42		20481
140651	07/14/23	DOR07 DAVID A DORWORTH	1,978.80		20481
140652	07/14/23	DOS02 ROSE E DOSS	989.40		20481
140653	07/14/23	DOW02 DENNIS DOWHY	1,978.80		20481
140654	07/14/23	DRA01 CHESTER DRAPALA	989.40		20481
140655	07/14/23	DRA06 DIANE DRAPALA	989.40		20481
140656	07/14/23	DRO01 WALTER DROGE	1,978.80		20481
140657	07/14/23	DUN12 RACHELLE DUNN	989.40		20481
140658	07/14/23	DUX01 WILLIAM J DUX	4,025.40		20481
140659	07/14/23	EDW12 JOHN V EDWARDS	1,978.80		20481
140660	07/14/23	EVA04 GARY EVANGELISTA	1,978.80		20481
140661	07/14/23	EWI01 DAVID EWING	989.40		20481
140662	07/14/23	FAL01 NICK J FALCONIERO	1,978.80		20481
140663	07/14/23	FED14 FEDEX (OMEGA CORP CTR)	34.56		20481
140664	07/14/23	FEL15 FRANCISCO FELICIANO	989.40		20481
140665	07/14/23	FIT01 T M FITZGERALD & ASSOC	20,350.00		20481
140666	07/14/23	FLA03 MATTHEW FLAX	989.40		20481
140667	07/14/23	FOL02 HERBERT FOLTZ JR	1,978.80		20481
140668	07/14/23	FRA37 ALBERT R. FRAMPTON	1,894.80		20481
140669	07/14/23	FRE19 ROBERT W. FRETT	1,978.80		20481
140670	07/14/23	FRY01 ROBERT FRYMOYER	989.40		20481
140671	07/14/23	GAR02 GARDEN STATE HIGHWAY PRODUCTS	40,507.12		20481
140672	07/14/23	GAR13 GARDEN STATE MAT RENTAL	61.94		20481
140673	07/14/23	GERAL005 GERALD SENESKI	298.00		20481
140674	07/14/23	GOO12 TIREHUB, LLC	15,000.00		20481
140675	07/14/23	GRA62 GRAMERCY PARK HOLDINGS, LLC	7,643.77		20481
140676	07/14/23	HAR02 HARRY'S PLUMBING L.L.C.	262.25		20481
140677	07/14/23	HOM01 HOME DEPOT CREDIT SVCS.	1,917.50		20481
140678	07/14/23	HOM17 HOME DEPOT CREDIT SERVICES	61.10		20481
140679	07/14/23	IMS04 IMSA NEW JERSEY SECTION	1,350.00		20481
140680	07/14/23	INT33 INTERNATIONAL CODE COUNCIL, INC	211.50		20481
140681	07/14/23	LEX01 LEXIS NEXIS	744.00		20481
140682	07/14/23	MAURI015 MAURICE BUSBEE	1,978.80		20481
140683	07/14/23	MCC44 HOWARD MCCOACH, PC	5,929.00		20481
140684	07/14/23	MIK03 MIKE'S BETTER SHOES	150.00		20481
140685	07/14/23	MIS01 MILLENNIUM STRATEGIES, LLC	5,500.00		20481
140686	07/14/23	MOU07 MOUNT LAUREL ANIMAL HOSPITAL	500.00		20481
140687	07/14/23	MTE02 MT EPHRAIM DODGE	294.50		20481
140688	07/14/23	MUN38 NewGen STRATEGIES & SOLUTION	2,585.00		20481
140689	07/14/23	NJA06 NEW JERSEY AMERICAN WATER CO	23,536.00		20481
140690	07/14/23	NOR41 NORTHSTAR VETS - MAPLE SHADE	253.35		20481
140691	07/14/23	PSE01 PSEG	799.94		20481
140692	07/14/23	QLEVE005 WARREN ROBERT EVERETT	972.05		20481
140693	07/14/23	REP01 REPUBLIC SERVICES	22,363.67		20481
140694	07/14/23	SAM11 SAM ASH CHERRY HILL	2,598.96		20481
140695	07/14/23	SONYA005 SONYA G. BELL	989.40		20481
140696	07/14/23	STA99 STAPLES ADVANTAGE	1,363.78		20481
140697	07/14/23	TRE04 TREASURER, CAMDEN COUNTY	4,008,057.63		20481
140698	07/14/23	UPS03 UPS	146.78		20481
140699	07/14/23	WAS01 WASTE MANAGEMENT OF NEW JERESY	1,100,124.38		20481
140700	07/14/23	WET20 WETLAWN AUTOMATIC SPRINKLER	320.00		20481
140701	07/14/23	WIRO3 WIRELESS ELECTRONICS, INC	1,995.00		20481

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			
140702	07/14/23	ANC18 ANCHOR IT	4,730.00	07/24/23 VOID	20482 Direct Deposit (Reason: reissue DirDeposit)
140703	07/14/23	WBM01 W B MASON CO, INC	724.41		20482 Direct Deposit
140704	07/14/23	GOO16 DAVID GOODMAN	7,218.75		20486
140705	07/18/23	ANC18 ANCHOR IT	0.00		20494
140706	07/21/23	CAR96 CARAVELLA DEMOLITION, INC.	173,000.00		20500 Direct Deposit
140707	07/21/23	COM1148 Comcast #1148 Public Works	281.21		20500 Direct Deposit
140708	07/21/23	COM3757 COMCAST #3757 MLK JR. COMM.	116.85		20500 Direct Deposit
140709	07/21/23	COM5853 COMCAST #5853 N CAMDEN COMM	254.89		20500 Direct Deposit
140710	07/21/23	COM7634 COMCAST #7634 BROADWAY COMM	156.85		20500 Direct Deposit
140711	07/21/23	COM7997 COMCAST #7997 FIRE ADMIN.	264.89		20500 Direct Deposit
140712	07/21/23	COM8493 COMCAST #8493 BROADWAY LIBERTY	156.85		20500 Direct Deposit
140713	07/21/23	COM9670 COMCAST #9670 MAYOR'S OFFICE	135.05		20500 Direct Deposit
140714	07/21/23	COM9812 COMCAST #9812 27 FEDERAL ST	113.35		20500 Direct Deposit
140715	07/21/23	COM9853 COMCAST #9853 MALANDRA HALL	116.85		20500 Direct Deposit
140716	07/21/23	DEL53 DELL MARKETING L.P.	147,669.26		20500 Direct Deposit
140717	07/21/23	POL01 POLLUTION CONTROL FINANCING	108,817.80		20500 Direct Deposit
140718	07/21/23	ROB12 ROBINSON WASTE DISPOSAL SVS	380.00		20500 Direct Deposit
140719	07/21/23	THO58 RACHAEL THOMAS	989.40		20500 Direct Deposit
140720	07/21/23	WBM01 W B MASON CO, INC	6,701.25		20500 Direct Deposit
140721	07/21/23	AME08 AMERICAN RED CROSS	2,960.76		20501
140722	07/21/23	AUT01 AUTOMATIC DATA PROCESSING	8,609.99		20501
140723	07/21/23	BAI11 BAINS DELI LLC - FRANCO PAN	1,498.50		20501
140724	07/21/23	BAN09 ESTATE OF WILLIAM H. BANKS	989.40		20501
140725	07/21/23	BEN32 MARVIN BENDY	1,484.40		20501
140726	07/21/23	BER02 CHARLES R. BERRY	989.40		20501
140727	07/21/23	BOY04 RONALD J. BOYLE	1,978.80		20501
140728	07/21/23	CAP12 CAPEHART & SCATCHARD	5,908.50		20501
140729	07/21/23	COL100 YVONNE COLEMAN	989.40		20501
140730	07/21/23	CON02 CONTRACTOR SERVICE	1,117.50		20501
140731	07/21/23	CON53 CONNER STRONG & BUCKELEW, INC.	8,333.33		20501
140732	07/21/23	COU11 GANNET MEDIA CORP	147.42		20501
140733	07/21/23	CPI01 CONCEPT PRINTING	3,738.00		20501
140734	07/21/23	DAL01 LENA DALY	989.40		20501
140735	07/21/23	DAN07 ALFRED J DANSBURY	989.40		20501
140736	07/21/23	DAV63 FREDERICK S DAVIS	2,769.60		20501
140737	07/21/23	DEA07 DENNIS DEAL	1,978.80		20501
140738	07/21/23	DEC01 DECOTIIS, FITZPATRICK & COLE	10,103.30		20501
140739	07/21/23	DOE02 HARRY DOERR	989.40		20501
140740	07/21/23	ECK01 THOMAS ECKEL	989.40		20501
140741	07/21/23	EPI01 EPICOR SOFTWARE CORP	3,735.60		20501
140742	07/21/23	FED14 FEDEX (OMEGA CORP CTR)	47.44		20501
140743	07/21/23	FIG03 EDWIN J FIGUEROA	1,384.80		20501
140744	07/21/23	FIS14 JOSEPH P. FISHER	1,978.80		20501
140745	07/21/23	FRE21 JOSEPH L FREEMAN	989.40		20501
140746	07/21/23	GAL20 ANTHONY J GALIAZZI SR	1,978.80		20501
140747	07/21/23	GAR51 CLARIBEL GARCIA	989.40		20501
140748	07/21/23	GON43 ANTONIO S GONZALEZ	989.40		20501
140749	07/21/23	GRE61 GREEN ESTATES LAWN SPRINKLERS	276.62		20501
140750	07/21/23	HAR93 STEVEN HARDWICK	989.40		20501
140751	07/21/23	HAR95 PAUL KENNETH HARRIS	989.40		20501
140752	07/21/23	HER30 THE HERTZ CORPORATION	3,765.64		20501

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			Continued
140753	07/21/23	HER31 HERBERT, ROWLAND & GRUBIC, INC	5,445.00		20501
140754	07/21/23	HOM11 HOME DEPOT	303.94		20501
140755	07/21/23	IKO02 RICOH USA, INC	38,039.48		20501
140756	07/21/23	JON62 VALERIE JONES	989.40		20501
140757	07/21/23	KURTC005 KURT CLAUSS	1,978.80		20501
140758	07/21/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	686.02		20501
140759	07/21/23	LN-50012 COOPER SQUARE ACQUISITION 1 LL	1,044.43		20501
140760	07/21/23	MCM03 MCMANIMON & SCOTLAND, LLC	13,781.30		20501
140761	07/21/23	MGL02 MGL PRINTING SOLUTIONS	4,210.00		20501
140762	07/21/23	MID07 MIDATLANTIC ENGINE SUPPLY CORP	950.00		20501
140763	07/21/23	MTA02 MTAG SERVICES	300.00		20501
140764	07/21/23	MTE02 MT EPHRAIM DODGE	5,815.45		20501
140765	07/21/23	NAT78 NATURAL GREEN LAWN CARE	2,400.00		20501
140766	07/21/23	NIG02 NIGP MEMBERSHIP DEPT	195.00		20501
140767	07/21/23	OSVAL005 OSVALDO CAMACHO	1,978.80		20501
140768	07/21/23	PAA01 PAA CONSULTINGLLC DBA SOMA	3,837.75		20501
140769	07/21/23	PAC07 PACER SERVICE CENTER	69.00		20501
140770	07/21/23	PAMEL005 PAMELA INGRAM	989.40		20501
140771	07/21/23	PAX02 PAX MUNDUS ENTERPRISES LLC	113,005.76		20501
140772	07/21/23	PEN31 PENNONI ASSOCIATES, INC	5,820.00		20501
140773	07/21/23	PSE01 PSEG	24,978.49		20501
140774	07/21/23	RDP01 RAIN DROP PRODUCTS, LLC	3,550.00		20501
140775	07/21/23	REU02 THOMSON WEST REUTERS	1,671.00		20501
140776	07/21/23	SAX02 CYRUS SAXON	989.40		20501
140777	07/21/23	SCH06 HARRY C. SCHOLZ, JR.	1,872.60		20501
140778	07/21/23	SCH13 HELEN A. SCHIRALDI	989.40		20501
140779	07/21/23	SOU66 SOUTHERN NEW JERSEY REGIONAL	254,961.00		20501
140780	07/21/23	SPR08 FREDERICK SPRENG	1,978.80		20501
140781	07/21/23	STA22 STATE OF NJ-DIV OF PEN	294,397.63		20501
140782	07/21/23	SUB11 SUBURBAN CONSULTING ENGINEERS	3,693.05		20501
140783	07/21/23	THE03 THE TREE HOUSE, INC	165.17		20501
140784	07/21/23	THEIN005 THE INQUIRER	307.43		20501
140785	07/21/23	THO62 RHODA THOMAS	989.40		20501
140786	07/21/23	TRE08 TREASURER, STATE OF NEW JERSEY	378.00		20501
140787	07/21/23	VAL20 FRANK E. VALORA	899.40		20501
140788	07/21/23	WAR27 STEPHANIE M WARE	1,978.80		20501
140789	07/21/23	WAT03 JEROME WATSON	893.40		20501
140790	07/21/23	WES06 WEST MARINE PRODUCTS, INC.	56.81		20501
140791	07/21/23	WIC02 WILLIAM A. WICKWARD	1,978.80		20501
140792	07/21/23	WIL34 LARRY W. WILSON	1,978.80		20501
140793	07/21/23	WIN17 ANTHONY WINTERS	989.40		20501
140794	07/21/23	WOR02 ROBERT C. WORRELL	941.40		20501
140795	07/21/23	WRO01 RONALD WROBEL	989.40		20501
140796	07/21/23	ZIM01 MICHAEL ZIMMERMAN	1,978.80		20501
140797	07/24/23	ANC18 ANCHOR IT	4,730.00	07/24/23 VOID	20482 (Reason: void check repla dd)
140798	07/24/23	ANC18 ANCHOR IT	4,730.00		20509 Direct Deposit

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	269	3	8,010,571.24	4,853.00
Direct Deposit:	27	1	461,645.07	4,730.00
Total:	296	4	8,472,216.31	9,583.00

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
WIRE	WIRE				
630231	07/05/23	AET01 AETNA	1,226,338.13		20467
70723	07/07/23	AME80 AMERICAN WATER SERVICES	1,365,264.21		20477
713231	07/13/23	USB06 US BANK NA	366,392.36		20488
713232	07/13/23	USB06 US BANK NA	224,771.53		20489
713233	07/13/23	BAN17 BANK OF NY MELLON	171,655.92		20490
713234	07/13/23	USB06 US BANK NA	102,987.50		20491
713235	07/13/23	USB06 US BANK NA	190,551.46		20492
713236	07/13/23	CCM01 C C M U A	180,756.00		20493
Checking Account Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks:	8	0	3,828,717.11
		Direct Deposit:	0	0	0.00
		Total:	8	0	3,828,717.11
Report Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks:	367	6	14,825,965.81
		Direct Deposit:	30	1	464,750.41
		Total:	397	7	15,290,716.22

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	2-01	866,116.38	0.00	0.00	866,116.38
Current Fund	3-01	8,649,208.93	2,030.45	0.00	8,651,239.38
Water Operating Fund	3-05	1,327,758.55	77.87	0.00	1,327,836.42
Sewer Operating Fund	3-07	1,539,681.49	60.38	0.00	1,539,741.87
Insurance Trusts Fund	3-13	19,315.97	0.00	0.00	19,315.97
Trust - TTL Redemption	3-15	<u>245,138.65</u>	<u>0.00</u>	<u>0.00</u>	<u>245,138.65</u>
Year Total:		11,781,103.59	2,168.70	0.00	11,783,272.29
	B-CV	32,394.12	0.00	0.00	32,394.12
General Capital Fund	C-04	113,005.76	0.00	0.00	113,005.76
Sewer Capital Fund	C-08	<u>1,922,591.92</u>	<u>0.00</u>	<u>0.00</u>	<u>1,922,591.92</u>
Year Total:		2,035,597.68	0.00	0.00	2,035,597.68
	E-CV	37,479.37	0.00	0.00	37,479.37
Federal-State Grant Fund	G-02	412,432.97	0.00	0.00	412,432.97
	G-20	7,033.30	0.00	0.00	7,033.30
	G-21	33,749.69	0.00	0.00	33,749.69
	G-BG	31,714.73	0.00	0.00	31,714.73
	G-ES	13,602.00	0.00	0.00	13,602.00
	G-HM	27,190.44	0.00	0.00	27,190.44
	G-HP	<u>2,660.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,660.00</u>
Year Total:		528,383.13	0.00	0.00	528,383.13
Total of All Funds:		<u>15,281,074.27</u>	<u>2,168.70</u>	<u>0.00</u>	<u>15,283,242.97</u>

Project Description	Project No.	Project Total
PEACHTREE MANAGEMENT CO., INC	0408P923	416.25
NORTHGATE PRESERVATION URBAN	0408P939	1,105.00
PSE&G M&R STATION	15277	256.00
PSE&G 29 State St Substation	15920	2,880.00
1828 REALTY ASSOCIATES, LLC	16007	1,232.00
CAMDEN'S CHARTER SCHOOL NETWRK	16028	1,584.00
Total of All Projects:		<u>7,473.25</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 

Date: July 25, 2023

Subject: Payroll Register Summary Communications for Forthcoming City
Council Meeting- August 8, 2023

RECEIVED
2023 JUL 25 AM 9:54
MUNICIPAL CLERK'S OFFICE
CAMDEN, N.J.

Attached, please find the Payroll Register Summary for the City of Camden for the pay periods of 7/7/23 and 7/21/23 . 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		EXE		EXE		EXE		EXE		EXE			
4,158.31	REG	17.00	10	1,515,513.28	REG	28,281.53	OIT	309,876.01	FIT	1,355,390.18	TOTAL DEDUCTIONS	709	Pays <input type="checkbox"/>
.00	O/T			32.84	EARNINGS 3	594,426.65	EARNINGS 4	50,864.30	SS			279,554.40	
2,279.50	HOURS 4			1,290.42	EARNINGS 5	2,140,544.72	GROSS	29,920.97	MED				
								1,305.23	MEDST				
								109,579.64	STATE				
								2,912.55	SUI				
								1,141.44	FLI				

HOURS ANALYSIS:

EARNINGS ANALYSIS:

17.00	SUSQUA	2,282.50	15	ST/OT									
968.62	A ACT-ST	15,536.17		C CLOTH	4,789.25-	D DOCK T		981.68	E TOOL				
11,741.68	R LIC	4,149.62		H HOLIDY	396,682.22	K SICK		181.27-	M ADJUST				
500.27	R COLLEG	39,983.04		V VAC.	654.50	10 SUSQUA		100,992.28	15 ST/OT				
1,000.00	OCC ONCALL	27,207.09		SEV SEVERN	967.16-	SUS SUSPN		1,290.42	2TL				
137.50	D DCRPER	25.12		G G.T.L.	3,366.89-	I G.T.L.		1,474,672.25	P				
108,535.89	56 NJ	43.75		59 PA									
2,912.55	56 NJ	1,141.44		56 NJ	FLI								

MEMO ANALYSIS:

STATUTORY DED. ANALYSIS:

4,012.22	D ANUTY.	797.68	E BKPEN	3,348.56	I C.INS.	2,660.13	K BKPEN
42.96	O	78,628.16	P PENS.	51,503.02	Q PENS.	1,882.04	S DCRP
190,659.81	U	61,551.45	V	20,586.00	W	24,343.89	1 LOAN
26,942.57	3 LOAN	430.91	5 ARRS.	65.28	6 INS AR	1,813.66	8 PENARR
2,888.41	CO COLTAX	271.92	13 VALIC	684.60	19 AFLAC	2,440.78	25 AFLAC
139.98	29 AF10MO	548,289.12	31	94,006.18	32	62,998.95	33
713.00	34 PARK	72.00	35 WGFEE	3,242.94	42 L.2578	5,880.81	43 LOC.78
4,127.36	45 CNC.10	2,715.00	56 HOUSE	65.00	57 P.A.C.	848.50	68 BANK
2,085.94	69 GARSH	484.83	73 GARN	10.00	74 GARN	9,433.08	75 CHILD
2,667.25	76 CHILD	892.54	77 CHILD	551.41	78 CHILD	1,359.02	79 WAGES
1,953.78	ADD ADD	32,564.06	BN1	2,930.42	BN2	2,665.31	BN3
3,936.86	BNS	535.00	BN6	19,558.00	BN9	78.84	COL COLLIF
187.04	CO1 CO10MO	10,381.11	CPL COUPLE	29,237.94	FAM FAMILY	225.00	NWR NWRoth
16,033.54	PCH PARENT	16,783.09	SIN SINGLE	490.46	VPL VOLLIFF	405.00	45C CWASTG
1,267.77	45S CWAFUL						

VOLUNTARY DED. ANALYSIS:

2,660.13	K BKPEN	1,882.04	S DCRP
24,343.89	1 LOAN	1,813.66	8 PENARR
2,440.78	25 AFLAC	62,998.95	33
5,880.81	43 LOC.78	848.50	68 BANK
9,433.08	75 CHILD	1,359.02	79 WAGES
2,665.31	BN3	78.84	COL COLLIF
225.00	NWR NWRoth	405.00	45C CWASTG

COMPANY TOTAL		HOURS		EARNINGS		STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS		NET PAY	
COMPANY CODE		EXE									
6,002.12	REG	2,351.00	15	ST/OT	284.00	16	1&1/2	157,480.92	FIT	1,334,182.82	TOTAL DEDUCTIONS
.00	OIT	1,534,429.62	REG	14,439.89	OIT	3,758.48	D DOCK T	49,530.69	SS	692	Pays
.00	HOURS 3	1,587.73	EARNINGS 3	128,698.56	EARNINGS 4	525.00	T AUTO	23,204.24	MED	45,293.22	
2,635.00	HOURS 4	1,290.42	EARNINGS 5	1,677,270.76	GROSS	2,587.73	SUS SUSPN	64,315.22	STATE		
						3,360.67	I G.T.L.	2,264.78	SUI		
						39.14	59 PA	998.87	FLI		

HOURS ANALYSIS:

EARNINGS ANALYSIS:

MEMO ANALYSIS:

STATUTORY DED. ANALYSIS:

VOLUNTARY DED. ANALYSIS:

967.99	A ACT,ST	284.00	16	1&1/2	3,758.48	D DOCK T	697.52	E TOOL					
243.78	G LIC	95.76	M ADJUST	525.00	T AUTO	112,279.21	15	ST/OT					
17,578.38	16 1&1/2	1,000.00	OCC ONCALL	2,587.73	SUS SUSPN	1,290.42	2TL						
137.50	D DCRPER	10.44	G G.T.L.	3,360.67	I G.T.L.	1,473,963.89	P						
64,276.08	56 NJ	39.14	59 PA	998.87	56 NJ	FLI							
2,284.78	56 NJ	998.87	56 NJ	FLI									
4,038.22	D ANUTY.	797.68	E BKPEN	3,342.34	I C.INS.	2,659.97	K BKPEN						
42.96	O	78,411.54	P PENS.	51,409.96	Q PENS.	1,629.21	S DCRP						
194,072.66	U	62,827.58	V	20,186.00	W	23,834.05	1	LOAN					
26,819.57	3	2,888.41	CO COLTAX	271.92	13	VALIC	684.60	19	AFLAC				
2,440.78	25	519,951.24	31	92,378.59	32	3,242.94	42	L.2578					
713.00	34	71.00	35	WGFE	4,157.42	45	CNC.10	5,835.72	43	LOC.78			
1,414.36	44	4,157.42	45	CNC.10	5,991.95	66	525.00	53	LPFFA.	2,700.00	56	HOUSE	
65.00	57	5,991.95	66	4,157.42	45	CNC.10	848.50	68	BANK	2,079.52	69	GARSH	
485.35	73	9,426.23	75	CHILD	1,358.56	79	WAGES	2,666.73	76	CHILD	892.02	77	CHILD
550.89	78	1,358.56	79	WAGES	3,239.62	BN3	1,953.78	ADD ADD	3,871.99	BN5	535.00	BN6	
2,478.85	BN2	78.84	COL COLLIF	225.00	NWR NWRoth	16,112.92	PCH PARENT	1,267.77	45S	CWAFUL	29,237.94	FAM	FAMILY
19,628.00	BN9	8.01	45C	CWASTG							16,670.50	SIN	SINGLE
20.00	LSW	LSTCRD											
490.46	VPL	VOLLIF											

Old Business

DB:dh
07-11-23

OB-1

**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

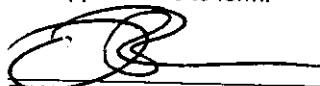
WHEREAS, it is in the best interest of the City of Camden to utilize the funds for the intended purpose; now, therefore

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

RESOLUTION IN MEMORIAM OF ROBERTO "WARREN" FELIZ, SR.

WHEREAS, Roberto Warren Feliz, Sr. was born to the late Alcibiades Feliz and Leida De La Paz. He entered eternal life and received his wings on Sunday, June 30, 2023, at the blessed aged of 61; and

WHEREAS, Warren had a big heart and cared for the community by always striving to make a difference in the lives of the most vulnerable. He was one of the first bilingual liaison for the Dominican and Puerto Rican population to assisting them get and stay out of poverty. He even ran for Mayor of the City of Camden. Warren was also pro-education earning new higher-learning certificates. He had an exceptional, long-standing career in Construction Safety and built a successful inspection business; and

WHEREAS, Warren loved telling jokes and playing sports. His all-time favorite passion was StarTrek and was a true trekkie. Warren was an avid reader who enjoyed various genres, including newspapers and collecting comic books. He made friends easily, whether keeping childhood friends or making new ones he met along the way, but one thing is certain they were all special to him; and

WHEREAS, Warren was known as a serious and reserved person as he grew older, God touched his heart and gave new meaning to his life. Warren realizing his past mistakes, humbled himself to the Lord and began to make up for lost time doing his best to set things right. God moved wondrously in him and in God's perfect timing, Warren became a new creation in Christ; and

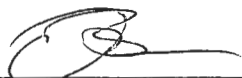
WHEREAS, Warren is preceded in death by his parents; Alcibiades Feliz and Leida De La Paz, step-father Melanio Roman, and brother Eddy Feliz. He leaves to cherish his precious memories – his loving sons; Roberto Warren Jr., Joshua Enrique and Xavier, beloved granddaughters; Isabella, Leilani, and Adrian, sisters; Ivette Feliz, Ruth Basco and Jacqueline Kaegi, Aunt Catalina Hunter and a host of nephews, nieces, family and friends; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that it hereby extends to the family and friends of Roberto Warren Feliz this expression of sincere regret and sympathy for the loss of their loved one and offers the hope that they will be consoled by the memories of his life and achievements.

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: August 8, 2023

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

Ordinances 1st
Reading

DSB:mbs
08-08-23

0-1

**ORDINANCE AMENDING CHAPTER 753; TAXATION, ARTICLE VII EXEMPTION,
OF THE CAMDEN CODE IN ACCORDANCE WITH THE NEW JERSEY
ECONOMIC OPPORTUNITY ACT OF 2020 (N.J.S.A. 34:1B-269 ET SEQ.)**

WHEREAS, on December 13, 2013, City Council adopted ordinance MC-4803 establishing the eligibility of improvements to real property for tax exemptions within the City of Camden pursuant to N.J.S.A. 52:27D-489s also known as the Economic Opportunity Act (the "Act"); and

WHEREAS, consistent with the Act, Section 753-31 of the City of Camden Code provided that the exemptions included in the Act were available for improvements to real property which are made after the effective date of the Act, i.e. September 18, 2013 and for which a final certificate of occupancy is issued on or before September 18, 2023; and

WHEREAS, on September 24, 2021 P.L. 2021, c. 232 was enacted which amended the Act to extend the time by which a final certificate of occupancy must be issued in order to be eligible for the exemptions provided for in the Act, from 10 years after the effective date of the Act to 15 years after the effective date of the Act for projects located in a state-restricted municipality; and

WHEREAS, the City of Camden is a state-restricted municipality; therefore improvements for which a final certificate of occupancy issues on or before September 18, 2028 are now eligible for the tax exemptions provided for under the Act; and

WHEREAS, it is necessary to amend Section 753-31 of the City of Camden Code to be consistent with P.L. 2021, c. 232; now therefore

BE IT ORDAINED, that the City of Camden Code be hereby amended as follows:

SECTION 1. The last sentence of Section 753-31 is amended to read as follows:

The owner of eligible property must obtain a final certificate of occupancy on or before September 18, 2028.

SECTION 2. Any portion of this ordinance not herein amended and supplemented shall remain in full force and effect.

SECTION 3. All ordinance or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

SECTION 4. This ordinance shall take effect twenty (20) days after final passage and publication as provided by law.


SECTION 5. If any provision of this ordinance is declared invalid, such invalidity shall not effect 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: August 8, 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: AUGUST 8, 2023

TO: City Council
FROM: Daniel Blackburn, City Attorney

TITLE: An Ordinance Amending City of Camden Code Chapter 753 Taxation Article VII Exemption Pursuant to Economic Opportunity Act

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				

Approved by:
Business Administrator

Signature

Date

7/27

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

JUL 28 2023

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: An Ordinance Amending City of Camden Code Chapter 753, Taxation, Article VII, Exemption Pursuant to Economic Opportunity Act

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

- On December 13, 2013, City Council adopted ordinance MC-4803 establishing the eligibility of improvements for tax exemption within the City pursuant to N.J.S.A. 52:27D-489s a.k.a. the New Jersey Economic Opportunity Act (the "Act").
- Consistent with the Act, the City's ordinance provided that the tax exemptions included in the Act were available for improvements to real property which were made after the effective date of the Act (2013) and for which a final certificate of occupancy ("C.O.") is issued on or before September 18, 2023.
- On September 24, 2021 the P.L. 2021, c. 232, was enacted amending the Act to extend the time by which a final certificate can be issued to be eligible for the exemptions provided under the Act from 10 to 15 years from the passage of the Act in government-restricted municipalities.
- The City of Camden is a state-restricted municipality; therefore improvements for which a final C.O. is issued on or before September 18, 2028 are now eligible for exemption under the Act.
- This amendment will make the City's ordinance consistent with P.L. 2021, c. 232.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: NA

IMPACT STATEMENT:

- If City Council approves this legislation persons who develop new buildings or make substantial improvements to property will be entitled to the tax exemptions set forth in the Act provided that the final C.O. is issued on or before September 18, 2028 and all other requirements of the Act are met.
- Currently the City's code requires that a final C.O. be issued on or before September 18, 2023 in order to qualify for the tax exemptions.
- City Council should adopt this ordinance so that the City's Code will be consistent with P.L. 2021, c. 232.
- If City Council does not approve this ordinance then the City's Code will not be consistent the P.L. 2021.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Daniel Blackburn, City Attorney

COORDINATION:

- The passage of this ordinance will encourage the improvement and development of properties in the City of Camden and the elimination of blight.

Prepared by: Michelle Banks-Spearman
mispearman@ci.camden.nj.us

856-757-7170

Name

Phone/Email

DB:yrh
08-8-23

**ORDINANCE AUTHORIZING THE TRANSFER OF 726 KAIGHN AVENUE
TO KIPP: COOPER NORCROSS, A NEW JERSEY NONPROFIT CORPORATION
D/B/A KIPP COOPER NORCROSS ACADEMY**

WHEREAS, the City of Camden desires to sell 726 Kaighn Avenue to KIPP: Cooper Norcross, A New Jersey Nonprofit Corporation d/b/a/ KIPP Cooper Norcross Academy for the creation of a football field for the school; and

WHEREAS, KIPP: Cooper Norcross, A New Jersey Nonprofit Corporation d/b/a/ KIPP Cooper Norcross Academy has requested that it be allowed to purchase 726 Kaighn Avenue for the purpose of a public athletic field; and

WHEREAS, the City desires to sell the parcel for the negotiated and agreed amount of Eight Hundred Thousand Dollars (\$800,000.00); and

WHEREAS, a municipality is authorized to transfer by ordinance and without public sale certain real properties no longer needed for public use pursuant to N.J.S.A 40A:12:13(b) 1; a sale to any political subdivision, agency, department, commission, board or body corporate and politic of the State of New Jersey; and

WHEREAS, the governing body of the City of Camden does hereby authorize the sale of 726 Kaighn Avenue known as Block 405, Lots 1 on the City's Official Tax Map to the KIPP: Cooper Norcross, A New Jersey Nonprofit Corporation d/b/a/ KIPP Cooper Norcross Academy; 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:

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: August 8, 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: AUGUST 8, 2023

TO: City Council
FROM: Daniel Blackburn, City Attorney

TITLE: ORDINANCE AUTHORIZING THE TRANSFER 726 KAIGHNS AVENUE TO KIPP COOPER NORCROSS ACADEMY, LLC

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		Daniel S. Blackburn		Digitally signed by Daniel S. Blackburn Date: 2023.07.28 09:09:08 -04'00'
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance				

Approved by:
Business Administrator

	Signature	Date
Attachments (list and attach all available):		
1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable) ¹		
2. Certification of Funds ²		
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: _____ JUL 28 2023
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.

AGREEMENT FOR SALE OF PROPERTY

THIS AGREEMENT FOR SALE OF PROPERTY (“Agreement”) made this _____ day of _____, 2023 by and between **THE CITY OF CAMDEN** (the “Seller”), a municipal corporation in the County of Camden and the State of New Jersey with an address at City Hall, Fourth Floor, 419 Market Street, P.O. Box 95120, Camden, New Jersey 08101-5120 and **KIPP COOPER NORCROSS ACADEMY** (the “Purchaser”) with an address at 740 Chestnut Street, Camden, NJ 08105.

WHEREAS, the Seller is the owner of that certain parcel of real property identified on the Official Tax Map of the City of Camden, New Jersey, as 726 Kaighns Avenue, Block 405 Lot 1, as more particularly described in Exhibit A, attached hereto and made a part hereof (the “Property”);

WHEREAS, the Purchaser desires to acquire the Property from the Seller to construct playing fields and sports facilities for educational and physical fitness use by students at KIPP Cooper Norcross Academy.

NOW, THEREFORE, for and in consideration as set forth herein, the Seller agrees to convey to the Purchaser, free from all encumbrances, except as this Agreement may otherwise provide, the Property.

1. Property to be Conveyed. All those certain lots, tracts or parcels of land together with any buildings and improvements thereon contained and the privileges contained and appurtenances thereto appertaining, situate, lying and being in the City of Camden, County of Camden, State of New Jersey, located at 726 Kaighns Avenue Block 405, Lot 1 on the official Tax Map of City of Camden (the “Property”) which Property consists of approximately 4.36 acres of land in the City’s Bergen Square neighborhood.

2. Purchase Price. The purchase price (“Purchase Price”) for the Property is EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) which shall be paid by Purchaser at Closing as hereinafter defined.

3. Purchaser’s Intended Use of the Property.

3.1 The Purchaser intends to build and operate a multi-purpose athletic field (the “Field”) for the use of KIPP Cooper Norcross Academy for educational purposes and student activities (the “Intended Use”). Further, Purchaser agrees that during non-school hours, weekends (other than weekend days reserved for KIPP sporting events), summer vacation, and at other times when not in use for school activities or school sponsored events, members of community groups, recreational and other municipal teams, other schools and other similar community users (the “Community Users”) may apply to KIPP for use of the Field. Purchaser will develop, implement, and maintain a management plan to coordinate access and use of the property by such Community Users. Purchaser agrees to provide frequent notice to the General Public of the right of Community Users to apply for access to the Field and each such group shall enter into an agreement with KIPP setting forth the rules and regulations for such use. Abuse of such rules

and regulations by a Community User will entitle KIPP to prohibit that Community User from continuing to have access to the Field. KIPP agrees to not charge Community Users who are Camden residents a fee for use in accordance with the management plan. Further, KIPP agrees to charge only a nominal fee to Camden based small businesses, non-profit organizations, and Camden based community groups. KIPP may charge a reasonable fee to all other Community Users. All Users shall be required to show proof of insurance and be responsible for their own clean up (or be charged for clean up services).

3.2 Purchaser expressly understands the intended use and public access contemplates the need for security and use during non-daylight hours. Therefore, purchaser agrees to construct appropriate fencing, gates, locks, lighting, and such other things as necessary to ensure the safety, well-being, and enjoyment of students and the General Public.

3.3 The Purchaser expressly understands that this property including all improvements, reverts to the City of Camden should the Purchaser change the intended use of this property without the approval of the Governing Body of the City. This provision survives closing.

4. Permit, Approval, and Financing Period. The Purchaser shall have a period of one hundred twenty (120) days from the Effective Date of this Agreement (the "Permit and Approval Period") within which to pursue and obtain all necessary State, County, and municipal permits and approvals that may be necessary for the development of the Property and all appropriate project financing needed for the construction, use and occupancy of a facility that reasonably accommodates Purchaser's Intended Use of the property, all on terms acceptable to the Purchaser in its sole discretion (collectively, the "Approvals"). Purchaser shall work diligently to obtain such Approvals. The Seller shall keep all real property taxes, and other municipal charges which may be a lien on the Property, current during the Permit and Approval Period, shall cooperate with the Purchaser in obtaining the Approvals, and agrees to execute any application or other documents necessary to obtain same. In the event that the Purchaser has not obtained the Approvals during the Permit and Approval Period, then the Purchaser shall have the right to extend the time needed to gain permits and approvals for an additional period of one hundred eighty (180) days to be exercised in the Purchaser's sole discretion. If the Purchaser receives the Approvals within said Permit and Approval Period, or any extension thereof but any appeal period for same extends beyond the expiration of the Permit and Approval Period or any extension thereof, this Agreement and the Closing Date, if necessary, shall be extended for the purposes of expiration of the appeal period. If an appeal is filed during the appeal period, then the Purchaser shall be entitled, in its sole discretion, to terminate this Agreement in which event all parties hereto shall be relieved of and from any and all further obligations arising under this Agreement other than for such obligations as are expressly provided to survive the termination of this Agreement. Until the Purchaser provides notice of termination for failure to obtain the Approvals, the Purchaser shall be deemed to have elected to continue the Permit and Approval Period. In the event that the Purchaser has not obtained the Approvals within the Permit and Approval Period or any extension thereof, the Purchaser can terminate this Agreement in which event all parties hereto shall be relieved of and from any and all further obligations arising under this Agreement other than for such obligations as are expressly provided for in this Agreement.

5. Due Diligence Period.

5.1 Within the initial one hundred twenty (120) calendar day period of the Permit and Approval Period, Purchaser shall have the right to conduct any and all necessary due diligence of the Property, which may include, but shall not be limited to, a feasibility study, environmental studies or testing (including specifically a Phase I or II Environmental Site Assessment, Preliminary Assessment, Site Investigation, and/or Remedial Investigation, as such terms are defined under applicable environmental laws, and all sampling of soil, water or groundwater related to same), property inspection (including all mechanical equipment, plumbing, and electrical systems), determine availability of utilities, zoning conditions, subdivision and deed restrictions, flood zone classification, soil conditions, possibility of presence of wood-destroying insects, existence of hazardous or toxic materials, site plans, permit requirements, conformance of property to local building and fire codes, any re-platting requirement, and any other factors or conditions which might affect the Property (collectively "Due Diligence"). If the Purchaser, in its sole and absolute discretion, shall find the results of its Due Diligence to be unsatisfactory for any reason whatsoever, the Purchaser shall have the right to terminate this Agreement by delivering written notice of such termination to the Seller before the expiration of the Permit and Approval Period (a "**Termination Notice**"). In the event that Buyer delivers a Termination Notice as provided herein, this Agreement shall be deemed terminated and the Parties shall have no further liabilities or obligations to each other under this Agreement with respect to same, except for those obligations which specifically survive the termination of this Agreement. Seller hereby authorizes Purchaser or its agents to enter upon the subject property for the purpose of making said inspections and conducting such testing.

5.2 Within five (5) business days of execution of this Agreement by all parties, Seller shall provide to Purchaser all information and documentation in their possession or control, if any, regarding the Property, including but not limited to, title reports or policies, reports of prior environmental testing, reports of prior capital projects, surveys, building permits, zoning approvals, engineering reports, warranties on major building systems, etc.

5.3 Indemnification; Insurance. Purchaser and its officers, directors, agents, employees, attorneys, contractors, successors and assigns ("Purchaser Parties") hereby agree to release, hold harmless, defend and indemnify the Seller and its officers, directors, agents, employees, attorneys, contractors, successors and assigns ("Seller Parties") from and against all actual or threatened claims, costs (including reasonable fees of attorneys and other professionals, experts and consultants) demands, orders, losses, lawsuits, liabilities, damages and expenses whether brought collectively or individually by a governmental authority or any other third party directly arising from or related to losses or damage caused by the entry onto or inspection of the Property by the Purchaser Parties. Purchaser shall not be liable however, for losses arising from any pre-existing condition of the Property which might be discovered as a result of its inspection thereof (except in accordance with Section 6 below). Purchaser will not allow any construction liens to be attached to the Property as a result of its activities, nor will Purchaser allow any damage to the Property as a result of its inspection rights and activities. Purchaser shall maintain, and shall ensure that its contractors maintain, liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of the Purchaser Parties arising out of any entry or inspections of the Property. Purchaser shall provide Seller with evidence of such insurance coverage upon request by Seller. The foregoing indemnity shall survive beyond the

Closing, or, if the sale is not consummated, beyond the termination of this Agreement. Purchaser's right of entry, as provided in this Section shall continue up through the date of Closing.

6. Environmental Remediation.

6.1 Purchaser acknowledges the property is an active New Jersey Department of Environmental Protection (NJDEP) Case (SRP PI 171844, Case Tracking # 85925). Purchaser acknowledges the property is being purchased in an "as is" condition. Upon closing, Purchaser agrees to (a) release and hold Seller and the City of Camden Redevelopment Agency (CRA) harmless against any claims arising from environmental conditions on the site or resulting from any previous remediation conducted on the site; (b) indemnify Seller and CRA against any claims brought forward by any third party related to the environmental conditions or previous site remediation; (c) and assume all duties as person(s) responsible for the conducting the remediation (PRCR); provided, however, that the forgoing release and indemnity shall NOT apply to any claims arising from the acts or omissions of Seller or the CRA that have caused or exacerbated any environmental contamination on, beneath or migrating from the property. As PRCR, Purchaser agrees (a) to perform or cause to occur all required remediation necessary to protect public health and safety including but not limited to soil and groundwater contamination; (b) to enter into a Pre-Purchaser Administrative Consent Order with the NJDEP; and (b) assumes sole responsibility for compliance with administrative requirements in accordance with Administrative Requirements for the Remediation of Contaminated Sites (ARRCS) N.J.A.C. 7:26C-6.2 and shall obtain a Site Wide Response Action Outcome (RAO), which addresses all soil, vapor intrusion, and groundwater contamination prior to occupancy of any structures to be constructed. . In the event that Purchaser is unable, despite conducting good faith efforts, to enter into a Pre-Purchase Administrative Consent Order with NJDEP, Purchaser shall have the right to terminate this Agreement.

6.2 Purchaser shall take no action or cause the Seller or CRA to be compromised regarding any reimbursement or monies due from existing grant awards from the United States Government or State of New Jersey. Purchaser agrees to cooperate with Seller and CRA regarding any current or future US Environmental Protection Agency or State of New Jersey reporting requirements. Cooperation includes but is not limited to (a) the timely reporting of any data; (b) project status reports; (c) discovery of any facts or circumstances that may impact Seller or CRA.

6.3 Purchaser agrees any and all oral or written environmental information or documents which may be provided by the Seller or CRA on behalf of the Seller, including without limitation environmental applications, financial data, permits, sketches, test results, plans, reports, specifications, field data, as well as information on electronic media (collectively, the "due diligence environmental data") is confidential and shall not be released or provided to any other party or entity, except as may be required to be released to NJDEP under the Site Remediation Reform Act, P.L. 2009, c. 60 without the express prior written consent in each instance of the Seller, which consent may be given or withheld in the Seller's sole discretion. The provisions of this Section shall survive the expiration or sooner termination of this Agreement.

7. Title to Property/Survey.

7.1 Delivery of Title. At Closing, Seller shall convey title to the Property to the Purchaser. Seller shall convey good and marketable fee simple title to the Property insurable as such by a reputable title company, selected by Purchaser, licensed to do business in the State of New Jersey at regular rates with such endorsements as Purchaser may require. The transfer of ownership of the property from the Seller to Purchaser shall be free of all claims and rights of others, except for the rights of utility companies to maintain poles, wires, pipes, mains, cables over or under the Property and ordinances, statutes and regulations of municipal or other governmental authorities applicable to the Property.

7.2 Title Commitment and Survey. A title company of the Purchaser's choosing shall issue a commitment for title insurance for an Owner's Policy of title insurance covering the Property in the amount of the Purchase Price ("Title Commitment"). Seller shall, within fifteen (15) days of the Effective Date, deliver to Purchaser a copy of Seller's current survey of the Property. Purchaser may also elect to have a survey of the Property conducted by a licensed surveyor ("Surveyor"). Purchaser agrees to pay for the cost of the Title Commitment and Survey, and Purchaser shall also be solely responsible for the cost of any title insurance premium should Purchaser elect to purchase a title insurance policy. Purchaser shall provide, or cause to be provided, copies of the Title Commitment and the Survey, if any, to Seller within two (2) business days after receipt thereof.

7.3 Title and Survey Objections. Purchaser shall notify Seller, in writing, prior to the expiration of the Permit and Approval Period, specifying any objections to the condition of title of the Property, as set forth in the Title Commitment and/or the Survey (the "Title and Survey Objection Notice"). Any title or survey condition or exception not disapproved in writing in Purchaser's Title and Survey Objection Notice within said time period shall be deemed approved by Purchaser and shall constitute a permitted exception. Seller shall notify Purchaser in writing within ten (10) calendar days after receiving Purchaser's Title and Survey Objection Notice whether or not Seller will cause any title or survey objections raised therein to be removed from title, insured over, or cured. If Seller so notifies (or is deemed to have notified) the Purchaser that the Seller will not remove, insure over, or cure any or all of the title or survey objections, then Purchaser shall within ten (10) days from such notification notify the Seller in writing that the Purchaser will (i) proceed with the purchase and acquire the Property subject to the title or survey objections, in which case such title or survey objections shall be deemed approved, or (ii) terminate the Agreement, in which case the Deposit will be refunded to Purchaser. Purchaser's failure to give Seller such notice shall be deemed to be an election by Purchaser under clause (i) above. Notwithstanding anything to the contrary, Seller has no obligation to take any steps, bring any action, or incur any costs, effort or expenses whatsoever regarding any title or survey objection; provided, however, that any condition or exception which may be released or discharged by the payment of a sum certain, including but not limited to any mortgages, judgments, or liens, shall be discharged or escrowed by Seller at Closing from the Purchase Price.

8. The Closing.

8.1 The consummation of the transaction contemplated by this Agreement (the "Closing") shall take place at the offices of Purchaser's attorneys or title company within thirty (30) days of

the expiration or waiver of the Permit and Approval Period or any extension thereof ("Closing Date") unless such date is extended, in writing, to a mutually agreeable date by the Parties. The following shall take place at the Closing:

- a. Seller shall deliver to Purchaser a Bargain and Sale Deed (the "Deed") for the Property in proper form for recording and which shall include a GIT-REP form and Affidavit of Consideration, such Deed to be made subject to the title matters as to which conveyance is to be accepted by Purchaser hereunder and all other matters of public record;
- b. Seller shall deliver an Affidavit of Title and Resolution authorizing this transaction to the Purchaser and the Title Company reasonably satisfactory in form and content to the Purchaser and Title Company;
- c. Seller shall deliver current certificate of occupancy and any other governmental approval necessary to lawfully convey the Property to the Purchaser
- d. The Title Company shall issue a pro forma title insurance policy showing the transfer of title to Purchaser;
- e. Purchaser shall deliver the Purchase Price, subject to the adjustments as set forth in Paragraph 8 below;
- f. The parties shall execute and deliver to each other a Closing Statement;
- g. The parties shall execute and deliver to each other any other instruments required to be delivered under any provision of this Agreement, or reasonably requested by the attorney for either party or the Title Company in connection with this transaction;
- h. Seller shall fund with the Purchaser's attorneys any required Tax Escrow Funds at Closing from Seller's proceeds or an appropriate waiver letter pursuant to the requirements of Paragraph 19 herein below.
- i. Seller shall give possession of the Property to the Purchaser. Prior to the Closing Date Seller shall permit the Purchaser to enter and inspect the Property.

9. Adjustments at Closing. The following adjustments are to be made at the Closing as of the close of business on the Closing Date:

- a. the Purchaser shall pay the title clerk's fee for attending settlement;
- b. Seller shall pay all costs incident to the clearing of title to the Property;
- c. Seller shall pay the realty transfer fee, if any; and
- d. any other items which shall be appropriate for adjustment.

10. Representations and Warranties of Purchaser. For the purpose of inducing Seller to enter into this Agreement and to consummate the transactions contemplated hereby pursuant to the terms and conditions hereof, Purchaser represents and warrants to Seller as follows:

- a. Purchaser acknowledges that all legal, environmental and/or due diligence work undertaken by Purchaser in preparation for or completion of this transaction shall be performed by Purchaser's attorneys and/or consultants at their respective sole expense.

- b. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction contemplated hereby on behalf of Purchaser has due and proper authority to execute and deliver same. Purchaser has the full right, power and authority to purchase the Property as provided herein and to carry out its obligations hereunder without the joinder or consent of any other person or entity and Purchaser has due and proper authority to execute and deliver all documents related to the consummation of the transactions.

11. Representations and Warranties of Seller. For the purpose of inducing Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby pursuant to the terms and conditions hereof, Seller represents and warrants to Purchaser as follows:

- a. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction contemplated hereby on behalf of Seller has due and proper authority to execute and deliver same.
- b. Seller is the legal owner of the Property. Seller has the full right, power and authority to sell and convey the Property to Purchaser as provided herein and to carry out its obligations hereunder without the joinder or consent of any other person or entity and Seller has due and proper authority to execute and deliver all documents related to the consummation of the transactions.
- c. Seller has entered into no leases, nor does any other person or entity have any rights with respect to the Property. Seller will not retain any right, title or interest in the Property after Closing.
- d. There are no liens, restrictive covenants or encumbrances against the Property which would prevent the Purchaser's Intended Use of the Property.
- e. The execution, delivery and performance by the Seller of this Agreement and the transactions contemplated hereunder will not constitute a violation of any agreements to which the Seller is a party or is bound.
- f. The Seller has no actual or constructive notice of any pending or threatened proceeding with respect to the Property.
- g. Seller shall continue to make all repairs and replacements and continue to maintain the Property including improvements thereon in its current condition until the Closing Date.
- h. Seller shall indemnify and hold Purchaser harmless against any cost, claims, actions or expenses incurred by Purchaser as a result of any of the foregoing representation and warranties being untrue which indemnity, representations and warranties shall survive the Closing.

- i. During the Seller's ownership of the Property, there has been no complaint, order, directive, claim, citation or notice by any governmental authority or any other person or entity with respect to any of the following in connection with the Property: (a) air emissions, (b) spills, releases or discharges to soils or any improvements located thereon, surface water, groundwater, sewer, or septic systems or waste treatment, storage or disposal systems, (c) solid or liquid waste disposal, (d) the generation, use, processing, storage, transportation or disposal of Hazardous Substances, or (e) other environmental, health or safety matters affecting Seller, the Property, or any business thereon conducted.
- j. With regard to the environmental condition of the Property, the property is being conveyed to the Purchaser as is and where is.
- k. With regard to the environmental condition of the Property, Purchaser shall defend and hold Seller harmless from any losses or damages arising out of any and all environmental conditions that may have occurred at the Property during the seller's period of ownership. Purchaser's indemnity shall survive the closing of title.
- l. To the best of Seller's knowledge, since the Property was acquired by Seller, title to the Property has never been in dispute and Seller knows of no facts or reasons why the title may be disputed or questioned or reason for any other person to have a claim to any part of the Property or interest therein.

12. Risk of Loss. The risk of loss or damage to the Property by fire or otherwise until Closing is assumed by Seller. After Closing, the risk of loss or damage to the Property or otherwise is assumed by the Purchaser.

13. Condemnation. In the event that, on or prior to Closing, the entire Property or a substantial part thereof or other taking which will materially and adversely affect the Intended use which, in the sole opinion of the Purchaser would materially affect the Purchaser's use of the Property for the Intended Use, shall have been taken by eminent domain or shall be in the process of being so taken, Purchaser shall have the option to terminate this Agreement on written notice to the Seller, whereupon this Agreement shall terminate, and neither party shall have any further rights or liabilities hereunder thereafter other than those provisions that expressly survive termination of this Agreement. In the event any such taking shall not include a substantial part of the Property which, in the sole opinion of the Purchaser, would materially affect the Purchaser's use of the Property for the Intended Use, or in the event that Purchaser shall not terminate this Agreement pursuant to the preceding sentence, Purchaser shall accept the Property in the condition in which it is left following such taking, with an abatement of the Purchase Price measured by the proceeds of any condemnation award allowed. In the event the award has not been made or collected by Seller at the time of Closing, Seller shall assign to Purchaser at Closing all rights of Seller in the collection of such award and Purchaser shall accept the Property without abatement of the Purchase Price. The Seller warrants and represents to the Purchaser, however, that the Seller has no knowledge of any pending or threatened action for the taking of the Property.

14. Assignment. The Purchaser shall have the right to assign to an entity which it designates, the right to perform Due Diligence, obtain the Permits and Approvals and to take title to the Property.

15. Brokerage. Each party represents to the other that it did not deal with any real estate broker or salesman in connection with this transaction. This representation shall survive the Closing or any termination of this Agreement.

16. Binding Agreement. This Agreement shall bind not only the Seller and Purchaser but also their heirs, executors, administrators, successors and assigns.

17. Entire Agreement. It is understood and agreed that all understandings and agreements between the parties are merged in this Agreement which alone fully and completely expresses their agreement. This Agreement may not be changed, altered or canceled orally, but only in writing signed by the parties.

18. Notices. All notices which must be given under this Agreement are to be given either by: personal service; certified mail, return receipt requested; overnight delivery service (e.g., UPS, FedEx, USPS Next Day Mail); or fax (facsimile), all of which shall be addressed as follows:

Info to Seller:
Name, Title
KIPP Cooper Norcross Academy
740 Chestnut Street
Camden, NJ, 08103

With a copy to:

Daniel S. Blackburn, Esq., City Attorney
City Hall, Room 419
P.O. Box 95120
Camden, NJ 08101-5120

19. DEFAULT; REMEDIES.

19.1. If, at any time on or before the Closing, Seller shall have failed or refused to perform its obligations hereunder as and when provided in this Agreement then and in any such case Purchaser may elect to: (A) by written notice furnished to Seller terminate this Agreement and Purchaser may pursue reimbursement from Seller for all of Purchaser's reasonable and customary out-of-pocket expenses incurred in connection with this Agreement; or (B) to pursue any and all remedies at law or in equity including, but not limited to, specific performance of the Seller's obligations under this Agreement.

19.2 If, at any time on or before the time of Closing on the Closing Date, Purchaser shall have failed or refused to perform its obligations hereunder as and when provided in this Agreement, then and in any such case Seller may elect to, by written notice furnished to Purchaser, terminate this Agreement and/or seek monetary damages for all actual losses and costs incurred by Seller as a result of Purchaser's failure or refusal to perform its obligations under this Agreement.

20. Miscellaneous.

20.1. New Jersey Law. This Agreement will be governed by and construed under the laws of the State of New Jersey.

20.2. Severability. If any of the provisions of this Agreement will be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and every provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

20.3. Interpretive Presumptions. Seller and Purchaser waive any statutory or common law presumption which would serve to have this document construed in favor of and/or against either party as the drafter.

20.4. Registration and/or Recordation. Purchaser agrees that it will not register record or file this Agreement or any memorandum thereof. Seller shall have the option to declare this Agreement null and void if this Agreement shall be registered, recorded or filed without Seller's consent.

20.5. Effectiveness of Agreement. The submission of this Agreement for examination does not constitute an offer or option to purchase the Property, and this Agreement shall become effective as an Agreement only upon execution and delivery thereof by both the Seller and Purchaser.

20.6. Title and Headings. Titles and headings are included for convenience only and shall not be used to interpret this Agreement.

20.7 Tax Clearance. If applicable, no later than fifteen (15) days prior to Closing, the Purchaser and Seller shall have made application to the State of New Jersey Division of Taxation ("Tax Division") for a tax search on all New Jersey State taxes payable by Seller. Seller agrees to file any and all tax returns required to be filed with the Tax Division with such information as it may request to facilitate the issuance of a "Tax Clearance Letter" from the Tax Division. The "Tax Clearance Letter" shall be deemed to be a statement from the Tax Division as to the payment of all franchise, sales and other taxes owed or estimated to be owed by Seller as of the date of such statement. Seller agrees to provide Purchaser with a copy of the letters requesting the Tax Clearance Letter and the responses received thereto immediately upon Seller's receipt of same. Additionally, Seller agrees to cause a copy of the Tax Clearance Letter to be delivered to Purchaser when the Tax Clearance Letter is obtained. In the event that, prior to Closing, the Tax

Division requires that any of the proceeds from this transaction be held in escrow (the "Tax Escrow Funds") pending authorization from the Tax Division to release the Tax Escrow Funds to Seller, the Tax Escrow Funds shall be paid at Closing to the Purchaser's attorneys (the "Tax Escrow Agent") to be held by the Tax Escrow Agent in trust. The Tax Escrow Funds shall be promptly remitted by the Tax Escrow Agent (i) to Seller upon written authorization from the Tax Division to do so or (ii) to the Tax Division upon demand from same.

WHEREAS, the Parties have signed this Agreement on the date first listed above:

SELLER:

PURCHASER:

Signature: _____

Signature: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

EXHIBIT A

DSB
08-08-23

ORDINANCE AMENDING THE FINANCIAL AGREEMENT BETWEEN THE CITY OF CAMDEN AND MCGUIRE PRESERVATION URBAN RENEWAL LLC FOR PROPERTY KNOWN AS PETER MCGUIRE GARDENS PURSUANT TO THE LONG TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 ET SEQ.).

WHEREAS, the City of Camden ("City") is a municipal entity organized and existing under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the McGuire Preservation Urban Renewal, LLC (MPG, LLC) purchased Peter McGuire Gardens, which is comprised of the Block and Lot numbers listed on Exhibit A, on the official Tax Map of the City (the "Property") and rehabilitated 253 units of affordable rental housing within the City; and

WHEREAS MPG, LLC and the City entered into a certain Financial Agreement Pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40:55D-20-1 et. seq. for the Property, dated September 15, 2017; and

WHEREAS, the Long Term Tax Exemption Law of New Jersey, N.J.S.A. 40A:20-1-4 ("Long Term Tax Exemption Law") permits a municipality to enter into a financial agreement exempting real property from tax assessment and accepting payments in lieu of taxes where the property is qualified as a low and moderate income housing project; and

WHEREAS, MPG, LLC has obtained an interest in additional land identified as Block 1227 Lot 1 on the Tax Maps of the City of Camden ("Garage Property") for the purpose of constructing a garage that will serve and support the Project on the Property; and

WHEREAS, in accordance with the Act, MGP, LLC has heretofore made written application to the City to amend the Agreement to include the Garage Property within the tax exemption for the Project; and

WHEREAS, the City believes that an amendment to the Agreement is appropriate because the Garage Property will be used exclusively for the Project and the Property, and because constructing the garage on the Garage Property instead of on the Property allows for more open space to be available on the Property and promotes the health, safety and welfare of the residents living in in the community and is in accordance with the provisions of the Act and the public purposes pursuant to which the development and preservation of affordable housing in the Project's area of the City has been undertaken and is being assisted in accordance with the applicable provisions of State law:

BE IT ORDAINED by the City Council of the City of Camden does hereby approve the following proposed amendments to the Financial Agreement executed on September 15, 2017:

- a. The defined term "Property" is amended to include Block 1227, Lot 1.
- b. Exhibit A to the Agreement is hereby amended to include Block 1227, Lot 1.
- c. Paragraph 3(c) of the Agreement is deleted in its entirety and replaced with the following: "MGP, LLC shall be entitled to credit against each payment of the Annual Service Charge for the amount, without interest, of the real estate taxes paid on the Property in the last four (4) preceding quarterly installments preceding such payment of the Annual Service Charge; provided that MGP, LLC shall not be entitled to a credit for real estate taxes paid on Block 1227, Lot 1."

BE IT FURTHER ORDAINED, that upon the effective date of this ordinance the Municipal Clerk shall forward a certified true copy of this Ordinance, and the Financial Agreement implementing it, to the Municipal Tax Assessor and the Director of the Division of Local Government Services.

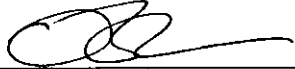
BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only. If any provision of this ordinance is declared invalid, such invalidity shall not affect the other provisions of this ordinance. Furthermore,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

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

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

Date of Introduction: August 8, 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

EXHIBIT A
[TO BE VERIFIED]

Block 1224.09, Lot 9
Block 1224.01, Lot 1
Block 1224.08, Lot 8
Block 1224.02, Lot 2
Block 1224.03, Lot 3
Block 1224.07, Lot 7
Block 1224.04, Lot 4
Block 1223.04, Lot 4
Block 1223.02, Lot 2
Block 1204, Lot 2
Block 1223.01, Lot 1
Block 1204.01, Lot 2.01
Block 1223.03, Lot 3
Block 1223.05, Lot 5
Block 1224.05, Lot 5
Block 1224, Lot 6
Block 1225, Lot 95
Block 1226.01, Lot 1
Block 1226, Lot 96

EXHIBIT "B"
FINANCIAL AGREEMENT BETWEEN MCGUIRE PRESERVATION URBAN
RENEWAL, LLC AND THE CITY OF CAMDEN, NEW JERSEY



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: AUGUST 8, 2023

TO: City Council
FROM: Daniel Blackburn, City Attorney

TITLE: ORDINANCE AMMENDING THE FINANCIAL AGREEMENT BETWEEN THE CITY OF CAMDEN AND MCGUIRE PRESERVATION URBAN RENEWAL LLC FOR PROPERTY KNOWN AS PETER MCGUIRE GARDENS PURSUANT TO THE LONG TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 et seq.)

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

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
		Daniel S. Blackburn		Digitally signed by Daniel S. Blackburn Date: 2023.07.26 13:55:25 -04'00'

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

 JUL 28 2023
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.

**FIRST AMENDMENT TO FINANCIAL AGREEMENT PURSUANT TO
THE LONG TERM TAX EXEMPTION LAW
N.J.S.A. 40A:20-1 ET. SEQ.**

BETWEEN THE CITY OF CAMDEN
AND
McGUIRE PRESERVATION URBAN RENEWAL, LLC

This First Amendment to Financial Agreement (this “First Amendment”) is made and entered into as of this _____ day of _____ 2023, by and between the **City of Camden**, a Municipal Corporation of the County of Camden and State of New Jersey, hereinafter referred to as the “City” and **McGuire Preservation Urban Renewal, LLC (MGP, LLC)**, a New Jersey limited liability company having its principal office at: 2 Cooper Street, Camden, NJ 08102, hereinafter referred to as the “MGP, LLC, which is qualified to do business under the provisions of the “Long Term Tax Exemption Law of 1998”, as amended, said law being set forth in N.J.S.A. 40A:20-1- through 20 (hereinafter referred to as the “Act”).

WITNESSETH:

WHEREAS, MGP, LLC has completed the renovation and preservation of two residential units on property identified in Exhibit A to the Agreement (the “Property”) to continue their use, preserve and rehabilitate 253 units of affordable rental housing located within the City (the “Project” or the “Improvements”); and

WHEREAS, MPG, LLC and the City have entered into a certain Financial Agreement Pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40:55D-20-1 et. seq. for the Property, dated September 15, 2017; and

the Annual Service Charge for the amount, without interest, of the real estate taxes paid on the Property in the last four (4) preceding quarterly installments preceding such payment of the Annual Service Charge; provided that MGP, LLC shall not be entitled to a credit for real estate taxes paid on Block 1227, Lot 1.”

2. All capitalized terms set forth herein shall have the meaning ascribed in the Agreement, unless otherwise defined herein.

3. The invalidity of any provision of this First Amendment shall not impair or affect in any manner the validity, enforceability or effect of the Agreement.

4. If there is any conflict between the terms of this First Amendment and the terms of the Agreement or any prior amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the City has caused this First Amendment to be duly executed in its name and on its behalf by the Mayor, and MGP, LLC has caused this First Amendment to be duly executed on its behalf by duly authorized officers, all as of the day and year first above written.

Signatures on the following Page



City of Camden

OFFICE OF THE CITY ATTORNEY
City Hall, 4th Floor, Suite 419
P.O. Box 95120
Camden, New Jersey 08101-5120
Telephone (856) 757-7170
Fax (856) 342-7728

MARC A. RIONDINO
City Attorney

DANA L. REDD
Mayor

September 20, 2017

VIA FEDERAL EXPRESS

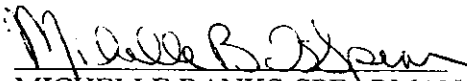
Gregory S. Ricciardi, Esq.
Parker McCay, P.A.
9000 Midlantic Drive, Suite 300
Mt. Laurel, NJ 08054-5054

Re: McGuire Preservation Urban Renewal, LLC (McGuire Gardens)

Dear Mr. Ricciardi:

Enclosed please find three (3) fully executed original documents entitled
"Financial Agreement Pursuant to the Long Term Tax Exemption Law".

Yours truly,
MARC A. RIONDINO
City Attorney

By: 
MICHELLE BANKS-SPEARMAN
Assistant City Attorney

Enclosure

cc: Luis Pastoriza, Municipal Clerk w/enc.
Terri Paglione, Tax Assessor, w/enc.
Nahema Harvey, Tax Collector, w/enc.
Olivette Simpson, Acting ED CRA w/enc.
File w/enc.

**FINANCIAL AGREEMENT PURSUANT TO
THE LONG TERM TAX EXEMPTION LAW
N.J.S.A. 40A:20-1 ET. SEQ.**

**BETWEEN THE CITY OF CAMDEN
AND
McGUIRE PRESERVATION URBAN RENEWAL, LLC**

This Financial Agreement (this "Agreement") is made and entered into as of this 15th day of September, 2017, by and between the **City of Camden**, a Municipal Corporation of the County of Camden and State of New Jersey, hereinafter referred to as the "City" and **McGuire Preservation Urban Renewal, LLC (MGP, LLC)**, a New Jersey limited liability company having its principal office at: 3 East Stow Road, Suite 100, Marlton, NJ 08053, hereinafter referred to as the "MGP, LLC, which is qualified to do business under the provisions of the "Long Term Tax Exemption Law of 1998", as amended, said law being set forth in N.J.S.A. 40A:20-1- through 20 (hereinafter referred to as the "Act").

WITNESSETH:

WHEREAS, MGP, LLC has proposed the renovation and preservation of two residential units as identified on the attached Exhibit A on the Tax Map of the City of Camden (the "Property") to continue their use, preserve and rehabilitate 253 units of affordable rental housing located within the City (the "Project" or the "Improvements"); and

WHEREAS, in accordance with the Act, MGP, LLC has heretofore made written application to the City for approval of a tax exemption for the Project; and

WHEREAS, the City Council by Ordinance adopted and approved said Application on April 11, 2017, a copy of such Application and a certified copy of such Ordinance of approval being attached hereto as Exhibit "B" and Exhibit "C" respectively; and

WHEREAS, the City believes that the in lieu of tax consideration to be given the Project pursuant to this Agreement affords maximum redevelopment of the Property and is, therefore, in the best interest of the City and the health, safety, morals and welfare of its residents and is in accordance with the provisions of the Act and the public purposes pursuant to which the development and preservation of affordable housing in the Project's area of the City has been undertaken and is being assisted in accordance with the applicable provisions of State law:

NOW THEREFORE, it is mutually agreed as follows:

1. This Agreement shall be governed by the provisions of the Act, it being expressly understood and agreed that the City relies upon the facts, data and representations contained in the Application, and MGP, LLC covenanting and agreeing to use its reasonable best efforts to conform in the development, rehabilitation, preservation and operation of the Project to the matters and things set forth in the Application; that is, the manner in which MGP, LLC proposes to develop, manage and operate the Project and the plans for financing the Project, it being understood, however, with respect to the Project costs, interest rate, financing terms and mortgage amortization, rents and lease terms, that the same are projected and estimated and may be modified as particular circumstances may require, but that in all material respects it is the intent of MGP, LLC to comply as closely as shall be practicable with the information and representations set forth in the said Application. This agreement shall be subject to the US Department of Housing and Urban Development Davis-Bacon wage requirements.

2. (a) The City hereby grants to the MGP, LLC to the extent provided in this Agreement exemption from real property taxation *on the land comprising the Property and the Improvements thereon* for a period of not more than thirty (30) years from the "Date of Completion of the Project" (as hereinafter defined). Such tax exemption shall be claimed and

allowed in the same or similar manner as in the case of other real property exemptions. In the event that the exemption status changes during a tax year, the procedure for the apportionment of taxes for said year shall be the same as in the case of other changes in the tax exemptions status during the tax year.

(b) As used herein, the term "Date of Completion of the Project" is defined as the date of issuance by the City of a Certificate of Occupancy or Temporary Certificate of Occupancy for the Project. If the City issues more than one Certificate of Occupancy for the Project, the parties stipulate that for purposes of establishing the term of the exemption and for ease of administration, the Date of Completion of the Project will be the date on which the City issues the Certificate of Occupancy or Temporary Certificate of Occupancy for the last unit of the Project. MGP, LLC shall promptly provide copies of all Certificates of Occupancy or the Temporary Certificates of Occupancy to the Tax Assessor and the Tax Collector along with a request that the tax exemption be implemented. The tax exemption shall commence for each parcel of the Project on the Date of Completion of the Project (the "Effective Date") notwithstanding different parcels or units may be occupied earlier than others. This Agreement shall run for the full thirty (30) years from the Date of Completion of the Project but in no event longer than thirty-five (35) years from the date of execution of this Agreement, so that the tax exemption for all parcels within the Project shall terminate simultaneously.

3. (a) In consideration for the tax exemption, MGP, LLC shall make payment to the City of an annual service charge ("Annual Service Charge") for municipal services supplied to the Project based on a percentage of the "Gross Shelter Rents" of the Project. The Annual Service Charge shall be adjusted from time to time following the submission by MGP, LLC's

annual Auditor's Report as provided in Section 3 (b) below. MGP, LLC and City specifically agree that, in the interpretation and administration of this paragraph:

(i) Gross Shelter Rents shall be calculated by taking the Annual Gross Revenue (defined below) and subtracting therefrom (a) a five percent (5%) vacancy allowance as set forth in Exhibit "D" attached hereto and (b) the costs of the Common Utilities (defined below) paid by MGP, LLC;

(ii) the computation of "Annual Gross Revenue" shall include: (a) all income of the Project, including without limitation, all rental income, commercial income, parking income, laundry machine income and (b) any governmental rental or operating subsidy;

(iii) MGP, LLC and the City acknowledge that the figures contained in Exhibits B and D are projections only and that the calculation of Gross Shelter Rents will be based on actual income and expenses.

(b) The Annual Service Charge shall be calculated as follows: Commencing on the Effective Date and continuing for a period of thirty (30) years after the Date of Completion of the Project, the Annual Service Charge shall be five percent (5.0%) of the Project's Gross Shelter Rents;

(c) MGP, LLC shall be entitled to credit against each payment of the Annual Service Charge for the amount, without interest, of the real estate taxes paid on the Property in the last four (4) preceding quarterly installments preceding such payment of the Annual Service Charge.

(d) Notwithstanding the provisions of this Agreement to the contrary, the Annual Service Charge shall in no case be less than the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation ("Minimum Annual Service Charge"). The Minimum Annual Service Charge shall

be paid in each year in which the Annual Service Charge calculated pursuant to paragraph 3(b) above is less than the Minimum Annual Service Charge. The Minimum Annual Service Charge shall be \$20,000. In each year during the term hereof, the Minimum Annual Service Charge will be increased by 1.5% commencing on the first anniversary of the first full year after the Date of Completion of the Project (the "New Minimum Annual Service Charge"): Provided, however, in resetting New Minimum Annual Service Charge annually in no case may the New Minimum Annual Service Charge ever exceed the actual Gross Shelter Rents for the prior year utilizing a vacancy allowance of ten (10%) percent in place of the allowance set forth in Paragraph 3(a)(i)(a). Examples of how this shall operate are set forth on Exhibit "F" attached hereto.

(e) Water, sewer, gas and electric charges that are for common areas within the Project and not for a specific unit within the Project and water and sewer charges for tenant units (the "Common Utilities") shall be paid by MGP, LLC. Each tenant within the Project will pay their own utility charges.

(f) The City acknowledges that the rents at the Property are subject to the jurisdiction of HUD, are not subject to any rent control or rent leveling ordinance of the City.

4. A Financial Plan, showing the anticipated Project funding, and a Fiscal Plan, computing the estimated Annual Service Charge, are attached hereto as Exhibit "E" and made a part hereof.

5. MGP, LLC further covenants and agrees as follows:

(a) To limit its profits and dividends from operations payable in accordance with the provisions of the Act.

(b) During the period of tax exemption, MGP, LLC shall distribute any excess profits earned by it in accordance with N.J.S.A. 40A:20-15. MGP, LLC shall have the right to establish

and maintain reserves against vacancies, unpaid rentals and contingencies in an amount not exceeding 10% of the gross revenues of MGP, LLC for the fiscal year preceding the year for which a determination is being made with respect to allowable net profit; and, MGP, LLC may retain such part of any excess net profit as may be necessary to eliminate the deficiency, if any, in such reserves.

(c) To pay the Annual Service Charge as provided for in paragraph 3 hereof, on a quarterly basis, in a manner consistent with the municipality's tax collection schedule. In the event MGP, LLC fails to so pay within the time set forth in (d) below, the amount unpaid shall bear the same rate of interest permitted in the case of the unpaid taxes or tax liens on land until paid ("Late Fee"). For the first year after the Effective Date, the Tax Collector shall issue quarterly bills based on the Minimum Annual Service Charge set forth in Paragraph 3(d) on a pro-rated basis. Thereafter quarterly bills will be based on the actual Gross Shelter Rents of the prior year, if same has been provided to the Tax Collector, or the prior year's projection of Gross Shelter Rents. Within one hundred eighty (180) days after the City's receipt and review of the Auditor's Report described in Paragraph 6(e), the City shall adjust the Annual Service Charge to reconcile with MGP, LLC's actual Gross Shelter Rents. The City will promptly issue a credit where it is determined that there has been an overpayment or a bill where it is determined that there has been an underpayment of the Annual Service Charge.

(d) The failure of MGP, LLC to pay any quarterly installment of the Annual Service Charge and/or sewer and water charge payments, in a timely manner shall constitute a violation and breach of this Agreement. With respect to delinquent water and sewer charges, the City shall retain all rights reserved to municipalities under New Jersey law and the Code of the City of Camden, New Jersey Chapters 564 and 465, including the right to proceed against MGP,

LLC's interest in the property and its ownership interest in the Improvements pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:55-1, et seq. In the event that MGP, LLC shall fail to pay the Annual Service Charge within 30 (thirty) days after said payment is due, then the City shall send written notice to MGP, LLC and any Lender entitled to Notice hereunder that said payment is overdue and MGP, LLC is in Default under terms of this Agreement (the "Default Notice"). In the event that MGP, LLC fails to make payment of the delinquent installment of the Annual Service Charge and/or sewer and water charges together with the Late Fee within sixty (60) days after the date of the Default Notice, then this Agreement shall terminate on the sixty(60th) day after the date of the Default Notice.

(e) To submit annually, within ninety (90) days after the close of each of its fiscal years, to the City's Chief Financial Officer and the Municipal Clerk, a financial audit which audit shall include a note disclosure which both defines and calculates the amount of Annual Service Charge due for that audit year, which calculations shall be attested to by the Certified Public Accountant of MGP, LLC as to the accuracy of the computation and the compliance with this Agreement. MGP, LLC's fiscal year runs from January 1 to December 31. Such auditor's report shall include, but not be limited to, a rental schedule of the Improvements, the terms and interest rate on any mortgage associated with the Property and the Improvements, and such details as may relate to the financial affairs of MGP, LLC and its operation of the Improvements and performance under this Agreement.

(f) Following receipt of the annual audit and transmittal letter required by subsection (e) above, the Chief Financial Officer shall modify the Annual Service Charge for the then-current year. The service charge for the remainder of the then-current calendar year, following receipt of the audit and transmittal letter, shall be increased (or decreased) by the difference

between the audited amount and the amount paid in the previous calendar year with the intention that, by the end of that calendar year, MGP, LLC will have paid an Annual Service Charge equal to the amount identified in the most recent audit. For each calendar year, the quarterly service charge payments shall be one quarter of the audited service charge set forth in the audited financial statement for the previous calendar year as adjusted to take into account any underpayment or overpayment in previous payments that calendar year.

Upon initial review of the audit and schedule of payments stated in the cover letter, the Chief Financial Officer or designee may acknowledge acceptance of the audit and payment schedule while reserving the Chief Financial Officer's right to contest or modify the audit and payment schedule upon a more detailed examination of the audit. The City may undertake its audit, if at all, not later than 180 days after delivery of MGP, LLC's audit above. Should the Chief Financial Officer not issue its preliminary acceptance of the audit and proposed payment schedule before the next quarterly payment is due, then MGP, LLC shall continue to make quarterly payments equal to the first quarter payment.

Upon finalizing the audit for the previous year, MGP, LLC will have thirty (30) days from receipt of an invoice or other written notice from the City to pay any additional amounts owed for the previous year or that would have been owed in the previous quarters of the current year if the audit had been accepted before those payments were made. Interest and penalties shall not be imposed upon any shortfall for the previous year or previous quarters if payment is made within thirty (30) days of receipt of an invoice or other written notice from the Chief Financial Officer.

(g) If the City and MGP, LLC dispute either (i) the correctness of the audit, or (ii) the calculation of the Annual Service Charge, the matter shall be submitted to the American

Arbitration Association in Camden, New Jersey to be determined in accordance with its rules and regulations in such a fashion as to accomplish the purposes of the Act. Cost for said arbitration shall be borne equally by the parties.

(h) Upon request of the City, to permit inspection of the property, equipment, buildings and other facilities of MGP, LLC at the Project, and to permit examination and audit of any of its books, contracts, records, documents and papers relating to this Agreement or the Project, by duly authorized representatives of the City, provided same are at reasonable hours on reasonable notice and in the presence of designated representatives of MGP, LLC.

(i) At all times prior to the expiration or other termination of this Financial Agreement, to remain bound by the provisions of the Act.

(j) Not to effect or execute any agreement, lease, conveyance, or other instrument, whereby the Project, or any part thereof, or the use thereof, is restricted upon the basis of race, color, creed, religion, ancestry, national origin, sex, or marital status, in sale, lease or occupancy thereof, nor to discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, or marital status, in the sale, lease, or rental, or in the use or occupancy of the Project or any Improvement erected or to be erected thereon, or any part thereof, and to comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, creed, religion, ancestry, national origin, sex or marital status.

(k) That operation under this Agreement shall be terminable by MGP, LLC in the manner provided under the Act.

(l) That MGP, LLC's agreement to pay (1) the Annual Service Charge, including the methodology of computation thereof; (2) water and sewer charges, and (3) any interest payments due pursuant this Agreement (collectively the "Material Conditions") are material conditions of

the Agreement. The Material Conditions shall be deemed independent and severable, and the invalidity or unenforceability of any other provision or portion of this Agreement shall not affect the enforceability or validity of the Material Conditions.

(m) It shall be the obligation of MGP, LLC to make application for and make all reasonable efforts to obtain Certificates of Occupancy for the Improvements in a timely manner as identified in the Application. The failure of MGP, LLC to use reasonable efforts to secure and obtain the Certificate of Occupancy for the Improvements shall constitute a Default by MGP, LLC provided the City has reasonably cooperated in processing MGP, LLC's request for the issuance of such Certificate of Occupancy. In the event that MGP, LLC does not obtain a Certificate of Occupancy within five (5) years after the date hereof then this Agreement will terminate.

6. It is understood and agreed that, at the end of thirty (30) years from the Date of Completion of the Project, as defined herein, the tax exemption upon the Project shall thereupon absolutely cease, and the property and Improvements comprising the Project shall thereupon be assessed and taxed according to general law as other property in the City is assessed and taxed and, on the date on which the tax exemption upon the Project absolutely ceases, as described above, all restrictions and limitations herein contained as provided by law shall absolutely terminate and be at an end and MGP, LLC shall thereupon render its final account to the City.

7. (a) The City, on written application by MGP, LLC, will not unreasonably withhold, delay or condition its consent to a transfer of MGP, LLC's interest in the Property, the Improvements and this Agreement to an entity eligible to operate the Project under the Act (a "Permitted Transferee"), provided (1) there is at the time of the request no uncured event of default by MGP, LLC regarding any performance required of it under this Agreement, (2) MGP,

LLC has fully complied with the Act at the time of the request and (3) the Permitted Transferee fully assumes MGP, LLC's obligations under this Agreement. Notwithstanding the foregoing, upon written notice by any lender advancing funds to MGP, LLC for the development of the Project (a "Lender"), whether or not there is an uncured event of default by MGP, LLC under this Agreement, the City will consent to a transfer of MGP, LLC's interest in the Property, the Improvements, and this Agreement to a Lender or any entity organized, controlled or designated by the Lender (a "Lender Transferee") which succeeds to the interest of MGP, LLC in the Property and the Improvements as a result of the foreclosure of the leasehold mortgage held by the Lender or by assignment of such interest to the Lender Transferee in lieu of foreclosure, provided that the Lender Transferee complies with the requirements of the Act and continues to operate the Improvements as contemplated by this Agreement. Upon the assumption by the Permitted Transferee and/or Lender Transferee of the remaining obligations under this Agreement, the tax exemption of the improvements of the Project shall continue and inure to the Permitted Transferee and/or Lender Transferee, their respective successors or assigns.

(b) The City and MGP, LLC acknowledge that subsequent changes or expansions within the area of the Project may occur which may not now be in the contemplation of the parties. In connection with such changes or expansions, the City agrees that unimproved portions of the Project area (including surface parking areas) may be withdrawn by MGP, LLC from the coverage of this Agreement upon written notice to the City. Any such withdrawals shall not affect the continued applicability of the Agreement to the remainder of the Project.

(c) The City recognizes and acknowledges that MGP, LLC is a New Jersey limited liability company and as such intends to sell ownership interests in MGP, LLC through syndication of certain low income housing tax credits allocated to MGP, LLC. The City

specifically recognizes and consents to such syndication and sale or resale of ownership interests in MGP, LLC.

8. MGP, LLC may at any time after the expiration of one (1) year from the Date of Completion of the Project notify the City that, as of a certain date designated in said notice, it relinquishes its tax exemption status as to all or any designated portion of the Project. As of the date so set, the tax exemption, the service charges, the profit restrictions and all other restrictions and limitation imposed by this Agreement or by the Act shall terminate as to the Project or any designated portion of the Project, as applicable.

9. Upon any termination of such tax exemption, obligation and restrictions, whether by affirmative action of MGP, LLC as provided in paragraph 8 above or by the provisions of the Act or pursuant to this Agreement, the date of such termination shall be deemed to be the end of the fiscal year of MGP, LLC, and within ninety (90) days after the date of such termination MGP, LLC shall pay to the City a sum equal to the amount of the reserve described in Section 5(b) above, if any, maintained pursuant to N.J.S.A. 40A:20-16, as well as the excess profit, if any, payable pursuant to N.J.S.A. 40A:20-16, and pursuant to paragraph 5 of this Financial Agreement by reason of the treatment of such date as the end of the fiscal year.

10. Unless otherwise provided by law, neither MGP, LLC nor any of its partners (or members of any of its partners), officers, employees, members, or Trustees shall be personally liable under this Agreement for the payment of the Annual Service Charge nor for the payment of any tax or assessment which may be levied or assessed against any land or building now or hereafter constituting all of or a portion of the Project.

11. (a) Any notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if sent registered or certified mail,

postage prepaid and return receipt requested, or delivered personally and; in the case of MGP, LLC, addressed to: McGuire Preservation Urban Renewal, LLC, 3 East Stow Road, Suite 100, Marlton, NJ 08053; and, in the case of the City, addressed to the Municipal Clerk of Camden, New Jersey, with a copy to the City Attorney, each of the foregoing having an address for this purpose at the 520 Market Street, P.O. Box 95120, Camden, New Jersey 08101-5120; or to any such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the others as provided in this paragraph.

(b) Whenever the City shall deliver any notice or demand to MGP, LLC with respect to any breach or default by MGP, LLC in its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Lender, provided the City has received notice of the name and address of such Lender.

(c) (1) After any breach or default under this Agreement, each Lender shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default in accordance with Section 6(d) above.

(2) Any such Lender who shall cure or remedy any breach or default under this Agreement shall be entitled to the benefits of the tax exemption previously granted to MGP, LLC pursuant to the Act and this Agreement, to the same extent that MGP, LLC would then have been if no default had occurred.

(d) As of the date of this Agreement, each of the following parties is a Lender with the address set forth below and is entitled to the benefits of this Section 11:

(1) New Jersey Housing Mortgage & Finance Agency, 637 S. Clinton Avenue, Trenton, New Jersey 08611; and

(2) Such other lenders as MGP, LLC shall notify the City of in writing.

12. (a) Except as set forth in Paragraph 5(g), in the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve said dispute in such fashion as will tend to accomplish the purpose of the Act, including the termination of the exemption. In the event that the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in Camden, New Jersey to be determined in accordance with its rules and regulations in such a fashion as to accomplish the purposes of the Act. Cost for said arbitration shall be borne equally by the parties.

(b) Anything in the foregoing to the contrary notwithstanding: (1) any dispute between the parties hereto concerning any provision of this Agreement shall be governed by the laws of the State of New Jersey; and (2) no arbitrator shall have the power or authority to amend, alter, or modify, any part of this Agreement, in any way. In the event of any inconsistency between the terms of this Agreement and the Act, such ambiguity or inconsistency shall be rendered in favor of the Act.

13. MGP, LLC agrees to make a good faith effort to hire City residents and minority workers in the rehabilitation, preservation and operation of this Project in accordance with the Affirmative Action hiring goals set forth in the City's Affirmative Action Ordinance, Code of the City of Camden §12-1 et seq. ("AAO"). MGP, LLC agrees to submit an Affirmative Action Plan prior to the execution of this Agreement and to comply with said Plan. The term "good faith efforts" is defined as set forth in the AAO. MGP, LLC agrees to submit or cause its contractors to submit such documents as are requested from the City's Contract Compliance Office for the purpose of determining MGP, LLC's compliance with the City's AAO. If MGP,

LLC fails to comply with this provision such failure will be cause for the Mayor of the City of Camden to exclude the developer, contractor or subcontractors from bidding on City contracts in the future or to refuse to extend to the developer or its general partners any tax abatements for future projects.

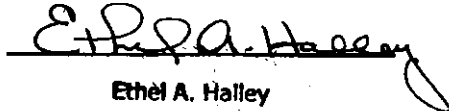
14. If any clause, sentence, subdivision, paragraph, section or part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, subdivision, paragraph, section or part hereof directly involved in the controversy in which said judgment shall have been rendered.

16. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

17. This Agreement shall be binding upon and inure to the benefit of MGP, LLC, the City, and their respective successors and permitted assigns.

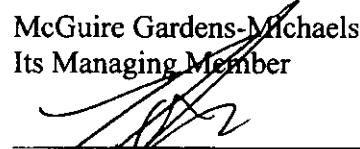
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf by the Mayor, and MGP, LLC has caused this Agreement to be duly executed on its behalf by duly authorized officers, all as of the day and year first above written.

WITNESS:



Ethel A. Halley

McGUIRE PRESERVATION URBAN
RENEWAL, LLC

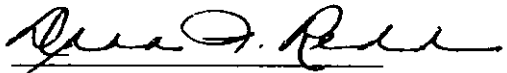
By: McGuire Gardens-Michaels, LLC
Its Managing Member


Nicholas J. Cangelosi, Vice
President


ATTEST:


Name: Luis Pastoriza
Title: City Clerk

CITY OF CAMDEN

By: 
Name: Dana L. Redd
Title: Mayor

Authorized by Ordinance
MC-5040. This Agreement has
been approved as to form:


City Attorney

**EXHIBIT A
PROPERTY**

Block 1224.09, Lot 9
Block 1224.01, Lot 1
Block 1224.08, Lot 8
Block 1224.02, Lot 2
Block 1224.03, Lot 3
Block 1224.07, Lot 7
Block 1224.04, Lot 4
Block 1223.04, Lot 4
Block 1223.02, Lot 2
Block 1204, Lot 2
Block 1223.01, Lot 1
Block 1204.01, Lot 2.01
Block 1223.03, Lot 3
Block 1223.05, Lot 5
Block 1224.05, Lot 5
Block 1224, Lot 6
Block 1225, Lot 95
Block 1226.01, Lot 1
Block 1226, Lot 96

**EXHIBIT B
APPLICATION**

APPLICATION UNDER THE LONG-TERM TAX EXEMPTION LAW

McGuire Gardens Preservations LLC

February 16, 2017

To: The Honorable Mayor Redd,
City of Camden
City Hall, 4th Floor
P.O. Box 95120
Camden, NJ 08101-
5120

Dear Sir or Madam:

McGuire Gardens Preservations LLC a limited liability company, (the "Applicant") does hereby make application for approval under the provisions of the NJ Long Term Tax Exemption for a project more particularly described hereunder:

1. General Description of the Project and the Applicant

• Proposed improvements

The substantial renovation of 253 existing residential public housing units. The Sponsor is working in partnership with The Housing Authority of the City of Camden to utilize a new US HUD Rental Assistance Demonstration program to leverage tax credit equity and permanent debt to effectuate material improvements to this existing community. The funding programs will provide for funding of replacement for reserves for future capital expenditures which it the property can't currently afford to make.

• Size of site

Please see attached Exhibit A

• Address

2000 Westminster Avenue

• Block & Lot

Please see attached Exhibit A.

• Statement that the undertaking conforms to all applicable municipal ordinances

The townhomes currently exists. The Sponsor is making substantial renovations to the existing development and does not intend to expand the footprint thus doesn't believe this Statement is necessary.

- Statement that the project in accord with the redevelopment plan and master plan of the City

The townhomes currently exists. The Sponsor is making substantial renovations to the existing development and thus doesn't believe this Statement is necessary.

- Anticipated construction schedule

November 2017 through November 2018.

- How applicant is organized

Domestic Limited Liability Company

- When applicant was organized

May 1, 2016

- Description of applicant's experience

The applicant is an affiliate of The Michaels Development Company which is Michaels Development Company is among the leading private sector affordable housing owners and developers in the nation. From small scale properties to massive neighborhood transformations, Michaels Development has created high-quality, environmentally conscious and financially successful communities that offer affordable housing opportunities to more than 115,000 residents in 35 states, Washington, D.C., and the U.S. Virgin Islands.

- Benefits of project to the City of Camden

Significant investment into a public housing development that has been well maintained but due to the age of the housing stock is in much need of significant capital improvement. The sponsor will investment approximately \$30,000 per unit to restore the vitality that these homes.

- Why the tax exemption is necessary for the project.

To secure project financing from New Jersey Housing and Mortgage Finance Agency and various other capital and debt providers.

2. Legal Description

- Legal description of Project site

Project description is located within Exhibit B.

- Copy of architectural and site plans (sealed by New Jersey licensed engineer)

The project does not yet have copies of signed architectural draws but will agree to remit such documents immediately upon receipt.

3. Project Costs.

- Statement prepared by qualified architect or engineer of the estimated cost of the proposed project in detail required, including the estimated cost of each unit to be undertaken.
- Include development budget
- Include projected operational budget
- Include projected income & expense statement

The above captioned items are included within Exhibit C.

4. Source of Equity Funds.

- Describe amount, source and method of money to be subscribed through the investment of private capital, setting forth the amount of stock or other securities to be issued therefor or the extent of capital invested and the proprietary or ownership interest obtained in consideration therefor.

The project includes a capital stack that permits the Sponsor the ability to apply for financing at New Jersey Housing and Mortgage Finance Agency. The project includes;

- **Tax Exempt Construction Loan**
- **Tax Exempt Permanent Mortgage;**
- **Low Income Housing Tax Credit Equity;**
- **Federal Home Loan Bank Funds;**
- **Sponsor Equity; and**
- **Deferred Developer Fee.**

5. Fiscal Plan

- Fiscal plan for the project outlining a schedule of annual gross revenue, the estimated expenditure for operation and maintenance, payments for interest, amortization of debt and reserves, and payments to the municipality to be made pursuant to a financial agreement to be entered into with the City.

Please see Exhibit C.

- Fiscal Impact Analysis, i.e. an analysis of the costs and benefits of the proposed project.

Please see Exhibit D.

6. Proposed Financial Agreement

- Copy of proposed financial agreement.

Please see Exhibit E.

7. Organizational Documents

- Copy of Certificate of Incorporation
- Copy of Good Standing Certificate
- Certified copy of resolution authorizing application, execution of financial agreement, designating authorized signatories.

Please see Exhibit F.

I Nicholas J. Cangelosi, Development Officer of The Michaels Development Company do hereby certify that the facts and data contained herein and submitted herewith are true and accurate.

Nicholas J. Cangelosi

Exhibit A

Site Plan



EMG



Key:

- P – Park
- M – Management Building
- S – Social Services Building

Not drawn to scale. The north arrow indicator is an approximation of 0° North.

Project Number:

114437.15R-001.306

Project Name:

Camden HA-Peter J McGuire Gardens

On-Site Date:

August 05, 06, & 07, 2015

Nick Cangelosi

From: Alexander Ong
Sent: Wednesday, February 08, 2017 1:53 PM
To: Nick Cangelosi; Chuck Valentine; Kevin Sheehan; Gregory S. Ricciardi
Subject: RE: Block (s) and Lot (s) for McGuire Gardens

Nick, please see below:

1. **THE PROPERTY.** The Housing Authority of 2nd Floor, Camden, New Jersey 08105 is the own designated as: Block 1204, Lot 2; Block 1204.01, 1223.02, Lot 2; Block 1223.03, Lot 3; Block 1223 1224.01, Lot 1; Block 1224.02, Lot 2; Block 1224 1224.05, Lot 5; Block 1224.06, Lot 6; Block 1224 1224.09, Lot 9; Block 1225, Lot 95; Block 1225.0 1226.01. Lot 1 on the tax map of the City of Ca

We received this from Excel Environmental, our LSRP doing the deed notice for us. The document is still being finalize. Once completed, we will give you a copy.

Alex

From: Nick Cangelosi [mailto:ncangelosi@themichaelsorg.com]
Sent: Wednesday, February 08, 2017 1:30 PM
To: Chuck Valentine; Kevin Sheehan; Gregory S. Ricciardi; Alexander Ong
Subject: Block (s) and Lot (s) for McGuire Gardens

Chuck / Alex-

Can you please e-mail to us the block (s) and lot (s) for McGuire Gardens?

Thanks much,
Nick

Nicholas J. Cangelosi
Michaels Development Company

The Michaels Organization

Exhibit B

Exhibit C

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
MULTI-FAMILY CONDUIT BOND PROGRAM
SCHEDULE 10-A: PROJECT DESCRIPTION-CONSTRUCTION (ONLY) AND
CONSTRUCTION & PERMANENT LOANS**

<table border="0"> <tr><td>X</td><td>Indebtedment</td></tr> <tr><td></td><td>Commitment</td></tr> <tr><td></td><td>Re-Commitment</td></tr> <tr><td></td><td>Mtg. Extension</td></tr> <tr><td></td><td>Bond Sale</td></tr> <tr><td></td><td>Closing</td></tr> </table>	X	Indebtedment		Commitment		Re-Commitment		Mtg. Extension		Bond Sale		Closing	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="font-size: 8px;">Date Action Taken</td><td></td></tr> <tr><td style="font-size: 8px;">Indicate Closing Type By Rate</td><td></td></tr> <tr><td style="font-size: 8px;">Home Express:</td><td></td></tr> <tr><td style="font-size: 8px;">Special Needs:</td><td></td></tr> <tr><td style="font-size: 8px;">Other:</td><td></td></tr> <tr><td style="font-size: 8px;">Other:</td><td></td></tr> </table>	Date Action Taken		Indicate Closing Type By Rate		Home Express:		Special Needs:		Other:		Other:		<table border="0"> <tr><td>HMFAP</td><td>_____</td></tr> <tr><td>Date:</td><td>_____</td></tr> <tr><td>Prepared by:</td><td>_____</td></tr> <tr><td>Reviewed by:</td><td>_____</td></tr> </table>	HMFAP	_____	Date:	_____	Prepared by:	_____	Reviewed by:	_____																									
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Peter J. McGuire Gardens Preservation Project Name: _____ Various Project Street Address: _____ Zip Code: 08105																																																											
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County: Camden																																																											
Type of Development (Select either Family or Senior Citizens (NOT BOTH)) Family: <u> X </u> Senior Citizens: _____ Provide the following: Legislative District: <u> 5 </u> Congressional District: <u> 1 </u> Census Tract: <u> 6013.00 </u> No. of dwelling units: <u> 254 </u> No. of occupied units: <u> 254 </u> Special Needs Units: _____ Special Needs Population: _____ Construction Term: <u> 15 (mos) </u> Rent-up Period: <u> 3 (mos) </u> Type of Loan Construction Loan Only: <u> X </u> Construction & Permanent Loan: _____ Permanent Loan Only: _____ Cost Summary Cost of Land and/or Improvements: <u> \$45,000 </u> per DU Construction Cost: <u> \$29,518 </u> per DU Total Project Cost: <u> \$101,804 </u> per DU	Type of Construction New Construction: _____ Modular: _____ Moderate Rehabilitation: _____ Substantial Rehab: _____ Conversion: _____ Rehabilitation/Occupied: <u> X </u> Historic: _____ Parking Total Number of Parking Spaces: _____ Ratio of parking to D.U.'s: <u> 1 </u> Type of Financing Tax Exempt: <u> X </u> Taxable: _____ Tax Credits 4%: <u> X </u> 9%: _____ Historic: _____ Affordability - Check One ** 40% AT 48%: <u> X </u> *** 20% AT 38%: _____	<table border="0"> <tr><td>Amortization Period:</td><td>40</td></tr> <tr><td>Term of Mortgage (in years):</td><td>40</td></tr> <tr><td>IRP Rate (incl. HMFA annual subsidy):</td><td></td></tr> <tr><td>Construction Interest Rate:</td><td>3.07%</td></tr> <tr><td>Private and Interest Rate:</td><td>5.00%</td></tr> <tr><td>Credit Enhancement Rate/Fee:</td><td></td></tr> <tr><td>Private Lender Fee/Rate:</td><td></td></tr> <tr><td>HMFA Annual Admin Fee:</td><td></td></tr> <tr><td>Stacked Rate/Total:</td><td>5.07%</td></tr> <tr><td>QCT:</td><td>Y</td></tr> <tr><td>Smart Growth:</td><td>Y</td></tr> <tr><td>Planning Area:</td><td>Metro</td></tr> <tr><td></td><td>(designate area)</td></tr> </table> <table border="0"> <tr><td colspan="2">ENTER DOLLAR AMOUNT</td></tr> <tr><td>Type of Subsidy:</td><td></td></tr> <tr><td>City Living:</td><td>\$ _____</td></tr> <tr><td>FRM-CDBG:</td><td>\$ _____</td></tr> <tr><td>Anti. Of FRM-CDBG/Unit:</td><td></td></tr> <tr><td>Green Funds:</td><td>\$ _____</td></tr> <tr><td>Fire Suppression:</td><td>\$ _____</td></tr> <tr><td>Balanced Housing:</td><td>\$ _____</td></tr> <tr><td>Ready to Rent (Bal. Hous. Funds):</td><td>\$ _____</td></tr> <tr><td>Loan:</td><td>\$ _____</td></tr> <tr><td>Subsidy:</td><td>\$ _____</td></tr> <tr><td></td><td>\$53 per Sqft</td></tr> <tr><td></td><td>\$36 per Sqft</td></tr> <tr><td></td><td>\$124 per Sqft</td></tr> </table>	Amortization Period:	40	Term of Mortgage (in years):	40	IRP Rate (incl. HMFA annual subsidy):		Construction Interest Rate:	3.07%	Private and Interest Rate:	5.00%	Credit Enhancement Rate/Fee:		Private Lender Fee/Rate:		HMFA Annual Admin Fee:		Stacked Rate/Total:	5.07%	QCT:	Y	Smart Growth:	Y	Planning Area:	Metro		(designate area)	ENTER DOLLAR AMOUNT		Type of Subsidy:		City Living:	\$ _____	FRM-CDBG:	\$ _____	Anti. Of FRM-CDBG/Unit:		Green Funds:	\$ _____	Fire Suppression:	\$ _____	Balanced Housing:	\$ _____	Ready to Rent (Bal. Hous. Funds):	\$ _____	Loan:	\$ _____	Subsidy:	\$ _____		\$53 per Sqft		\$36 per Sqft		\$124 per Sqft			
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*Low - Rise (1 - 3), Mid/Rise - Rise (4 + stories), Townhouse or Semi-detached
 ** 40-60 set-aside means 40% or more of the residential units will be restricted and occupied by households whose income is 60% or less than the area median income
 *** 20-50 set-aside means 20% or more of the residential units will be restricted and occupied by households whose income is 50% or less of area median income
 ****Includes only parking beneath the building and/or parking structure

SCHEDULE 10-B: EST. DEVELOPMENT COSTS AND CAPITAL REQUIREMENTS

DRAFT - for discussion purposes only and subject to change

4:27 PM

 Ac-Commitment

 Bond Sale

 Closing

(Director of Technical Services)

 Date

(Director of MF Programs & Lending)

 Date

Chief of Credit and Business Development or Accountability Officer:
 Senior Director of Programs

1. SOURCES OF FUNDS DURING CONSTRUCTION:

	Enter total Amt. of Grant/Loan Here	(If Source is a grant, enter "G") Y, N, or G	Will loans be repaid from project revenues?
a) HMFA 1st Mortgage, NOTE I	N/A		
b) HMFA 1st Mortgage, NOTE II			
c) HACC Seller Mortgage			
d) Riverside Capital LLC - LHITC Equip			
e)			
f)			
g)			
h) Deferred Developer's Fee			
TOTAL SOURCES OF CONSTRUCTION FUNDS:			\$ 25,638,320

2. USES OF FUNDS DURING CONSTRUCTION:

A. ACQUISITION COSTS:	Current NIMFA loan balance as of 12/22/2015: \$1,332,298	% of Const Cost OR Cost/Unit
a) Land	(\$ 1,207,750)	
b) Building Acquisition	Should be between \$15,000 & \$25,000 per units	
c) Relocation	9,677,250	544.823
d) Other:	Total Acquisition as a percent of Total Project Costs: 44.20%	
B. CONSTRUCTION COSTS		11,385,000
a) Demolition	NOTE: Payment and Performance bonds are required through the county and for a two-year period after the Certificate of Occupancy.	
b) Off-site Improvements		
c) Residential Structures (including all on-site improvement)	6,500,000	
d) Community Building		
e) Environmental Clearances		
f) Surety & Bonding	should be between .75% and 2% of Construction Costs	
g) Building Permits	79,000	1.06%
h) Garage Parking	garage should be approx \$15,000/pace; parking lot around \$700/pace	
i) General Requirements	should be about 6% of construction costs	
j) Contractor Overhead & Profit - should not exceed 8% of const's costs total - usually 2% for Overhead and 6% for Profit	389,000	5.91%
k) Green Features	500,000	7.60%
l) Other		
m) Other	Total Const's Costs as a percent of Total Project Costs: 51.89%	
C. DEVELOPERS FEE - CONSTR/REHAB DEVELOPERS FEE - BUILDING	14.84% 4.00%	1,558,000 387,090
D. CONTINGENCY	Non-Deferred Amt.: \$1,141,363 (8.66%)	1,945,090
a) Hard Costs	10.000% 5% for New Construction & 10% for Rehabilitation	746,800
b) Soft Costs	5.000% should be a Maximum of 5%	108,734
E. PROFESSIONAL SERVICES		855,534
a) Appraisal & Market Study		25,000
b) Architect		300,000
c) Site Engineer		75,000
d) Attorney		400,000
e) Cost Certification/Audit - should not exceed \$35,000		25,000
f) Environmental Consultant		35,000
g) Historical Consultant		25,000
h) Geotechnical Consultant		30,000
i) Surveyor		30,000
j) Professional Planner		
k) Other:	Total Professional fees as a % of Total Project Costs: 3.55%	915,000
F. PRE-OPERATIONAL EXPENSES *	* Non-eligible costs in TC basis	
a) Operator fees (pre-construction completion) *	Should Not Exceed \$250,00	
b) Advertising and Promotion (pre-construction completion) *		
c) Staffing and Start-up Supplies (pre-construction completion) *		
d) Other: *	Total Pre Op'l Costs as a % of Total Project Costs:	
G. CARRYING AND FINANCING COSTS DURING CONSTRUCTION		4.89%
a) Interest @ 3.9400 % for (24 mos) on \$ 176,000		
b) R.E. Tax \$ (per annum) x Yrs		
c) Insurance \$ (per annum) x Yrs	1.50 Yrs	78,000
d) Title Insurance and Recording Expenses		85,000
e) HMFA Non Amortizing Debt Fee- 2 pts	2.0%	5,400,000
f) HMFA Issuance Fee- 50 bp	0.5%	23,435,987
g) HMFA 1st Year Uplift Admin Fee-50bp	0.5%	18,035,987
h) Misc Bond Issuance Fee		5,000
i) Trustee Fee		1,000
j) Trustee Counsel Fee		2,500
k) Bank Origination and Third Party Fees		912,202
l) Tax Credit Fees		41,624
m) Bank Fees (form conversion, legal, const monitoring)		43,000
n) Bond Counsel Fee		33,850
o) Temporary Relocation Expenses		
Total Carrying/Fin. Costs as a % of Total Project Costs:	4.89%	66,039
H. Working Capital Escrow		1,259,675
a) Debt Service & Operating Expenses		
b) Rental Agent Rent-up Fee (during Rent-up)		
c) Advertising and Promotion (during Rent-up)		126,500
I. Other Escrows		
a) Insurance (1/2 YR.)		\$ 31,290
b) Taxes (1 Qtr.)		\$ 37,500
c) Debt Service Payment & Servicing Fee for 1 Month		\$ 32,698
d) Mortgage Insurance Premium (MIP) 1 year plus 3 months		\$
e) Repair & Replacement Reserves		\$
f) HMFA Operating Deficit Reserve		\$
g) Oth Syndicator Operating Reserve		\$
h) Oth RAD Initial Deposit		\$ 700,000
i) Other:	Total Escrows as a % of Total Project Costs: 7.49%	\$ 1,000,000
1. SOURCES OF FUNDS DURING CONSTRUCTION:		\$ 25,756,287
4. BALANCE OF FUNDS NEEDED FOR CONSTRUCTION (owner / shares):		\$ (117,766)

This memorandum contains advisory, consultative and deliberative materials and is intended for the person(s) named as recipient(s).

5. SOURCES OF FUNDS FOR PERMANENT CLOSE-OUT:

	Y, or N, or G	\$
a) LHFC # installment		5,400,000
b)		
c)		
d)		
e)		
f)		
TOTAL SOURCES FOR PERMANENT CLOSE-OUT:		5,400,000

6. USES OF FUNDS FOR PERMANENT CLOSE-OUT:

A. DEVELOPER'S FEE:	\$
B. CONSTRUCTION LOAN PAYOFF	5,400,000
C. Negative Arbitrage (ESTIMATE)	
D. Cost of Insurance (ESTIMATE)	
E. Tax Credit Fees	
F. Other:	
7. TOTAL OF NUMBER 6 A-F ABOVE:	5,400,000
8. BALANCE NEEDED TO CLOSE (interest / short/sect):	
9. TOTAL PROJECT COSTS	
10. MAXIMUM MORTGAGE LOAN	29.71 % of Item 10
	7,650,987

11. 55% of Basis Test:

Applicable Basis	\$	23,751,449	Check each line item for Eligibility
55% of Basis (estimated):		13,063,397	
Less 1st Mtg., 1st Note:		7,650,987	
Equals 1st Mtg., 2nd Note Needed:		5,412,310	

12. REPAYMENT OF SECOND NOTE (IF APPLICABLE)

Interest @	() mo	Principal \$	Total \$	Total \$	Left Source

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

By: _____ B). _____
(Developer or Authorized Signatory) NJMFA Executive Director or Designee

SCHEDULE 10-C: OPERATING EXPENSES

Borrowing Entity: McGuire Preservations LLC
Dev. Name: Peter J. McGuire Gardens Preservation

HMFAP
Prepared by: _____
Reviewed by: _____
Director of Property Management

Date: _____

I. ADMINISTRATIVE EXPENSE

Stationery & Suppl.	3,500
Telephone	12,000
Dues & Sub.	500
Postage	500
Insp. & Other Fees	7,000
Advertising	500
Legal Services	1,000
Auditing (Year End)	16,500
Soc Serv. Suppl	15,200
Misc. Adm. Expenses	11,200
Bookkeeping/Accounting and/or Computer Charges	945
Other: Electronic Services	5,000
TOTAL \$	73,845

II. SALARIES & RELATED CHARGES

	# of Employees	Total Wages Inc. Health
Superintendent		
Janitorial	2.00	160,000
HAAC Legacy Obligation		75,000
Security		
Social Services		82,000
Site Offices & Admin	1.00	55,000
Maintenance		
Other Salaries:		
Empl. Benefits		81,000
Empl. Payroll Taxes		30,000
Worker's Comp		25,000
Other:		
TOTAL \$	3.00	508,000

III. MAINTENANCE AND REPAIRS

Masonry	5,000
Carpentry	10,000
Plumbing	10,000
Electrical	10,000
Kitchen Equipment	8,000
Elevator	
Windows & Glass	10,000
Vehicles & Equip	2,500
Snow Removal	8,000
Grounds & Landscaping	7,500
Paint & Dec. Supl	8,000
Small Equip. & Tools	5,500
Janit. Sup. & Tools	4,000
HVAC Supplies	10,000
Misc. Maint. Suppl.	1,500
Other:	
TOTAL \$	100,000

IV. MAINTENANCE CONTRACTS

Security	18,000
Elevator	
Rubbish Removal	5,000
Heating & AC Maint	
Grounds, Parking & Landscaping	36,000
Exterminating	30,000
Cyclical Apt. Painting	29,517
Other:	
TOTAL \$	118,517

V. UTILITY EXPENSE

Water Charges	200,000
Sewer Charges	90,000
Electricity	25,000
Gas	25,000
Fuel	
Less Solar Energy Savings	
TOTAL \$	340,000

VI. REAL ESTATE TAX CALCULATION FOR TAX STATEMENT

Gross Rents	\$	2,287,680
Less Vacancy	(-)	114,384
Less Utilities		

This document contains proprietary, confidential and/or otherwise sensitive information and is intended for the person(s) named as recipient(s).

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4:27 PM

Gross Sheltered Rents \$ 1,833,296
 x Rate 5.00 %
 Real Estate Taxes \$ 91,665 OR ACTUAL TAXES IF NO P.I.L.O.T.

Note: PILOT is for the greater of 6.28% of Gross Sheltered Rents or minimum service charge of \$137,656

SCHEDULE 10-D : ANTICIPATED GROSS RENTS

Mortgage Amount 7,650,987
 Mortgage Interest Rate 5.00 %
 Term (years) 40 Yrs. The interest rate has been reduced by: _____ basis points
 Amortization (Y,S,M) in as the Cost-of-Finance is being paid out-of-pocket by the sponsor.
 FMR Area Camden
 HMFA # _____
 Prepared by: _____
 Reviewed by: _____
 Date: _____
 Date of Income Limits Chart Used: HAP Contract
 Date of Utility Chart Used: _____

ANTICIPATED GROSS RENTS

No. of Bedrooms	No. of Units	Target ** Occupancy	Gross Rent	Allowance for Tenant Paid Utilities***	Net Rent	Monthly	Annual	Square Feet of Individual Units
1	29	Mod-60%	693	75	618	17,922	215,064	650
2	119	Mod-60%	808	105	703	83,657	1,003,884	850
3	92	Mod-60%	965	135	830	74,360	916,320	1,050
4	13	Mod-60%	1,142	165	977	12,701	152,412	1,250
Supor's Apt.*		Unscripted Supor's unit						
TOTALS		253				198,640	2,287,680	

Anticipated Annual Rents: 2,287,680

- * Indicate on a separate line which apartment is for the Superintendent. If it's rent-free, put \$0 in the Rent column.
 - ** Indicate "Low", "Mod" or "Mkt" AND the percentage of median income. Low Income - 50% or less of median income. Moderate Income - 50% to 80% of median income. Market Income - 80%+ of median income.
 - *** NOTE: For Underwriting Purposes Only, Target Occupancy is based on (1) person per Bedroom. Where tenants pay their own utilities, a "utility allowance" must be subtracted from the maximum chargeable rent when determining their rental charge.
- NOTE: The percentages listed in this section is merely the percentages of the Gross Rent as to the applicable Area Median Income.

EQUIPMENT AND SERVICES

(a) Equipment:	(b) Services:	Gas, Electric or Oil	Individual or Master Meter	Paid by Tenant
Ranges	Heat	Gas	Individual	Yes
Refrigerator	Hot Water	Gas	Individual	Yes
Air Conditioning	Cooking	Gas	Individual	Yes
Laundry Facilities	Air Conditioning	Gas	Individual	Yes
Disposal	Household Electric		Individual	Yes
Dishwasher	Water		Master	No
Carpet	Sewer		Master	No
Drapes	Parking			
Swimming Pool	Other:			
Tennis Court				
Other:				

UTILITY ALLOWANCE METHODS (Yes or No)

DCA Utility Allowance Chart _____ Utility Company Estimates
 HUD Utility Schedule Model _____ Energy Consumption Model

COMMERCIAL SPACE

(Include all utility costs associated with the commercial space in your description)

SCHEDULE 10-E : SUMMARY OF ANTICIPATED ANNUAL INCOME AND EXPENSES

Borrowing Entity: <u>McGuire Gardens Preservations LLC</u>		HMFA# _____	
Dev. Name: <u>Peter J. McGuire Gardens Preservation</u>		Prepared by: _____	_____
		Reviewed by: _____	_____
		(Director of Property Management - Expenses Only)	
		Date _____	
RENTAL INCOME			
Apartment Rents		\$	2,287,680
Vacancy Loss (5.00 %)			114,384
NET APT RENTS			<u>2,173,296</u>
Commercial Income _____ per Sq. Ft.		\$	_____
Garage & Parking _____ per Sq. Ft.			_____
Commercial Vacancy _____ %			_____
NET COMMERCIAL RENTALS			_____
TOTAL RENTAL INCOME		\$	<u>2,173,296</u>
OTHER INCOME			
Laundry Machines		\$	_____
Other:			_____
TOTAL OTHER INCOME		\$	_____
TOTAL REVENUE		\$	<u>2,173,296</u>
EXPENSES			
Administrative (Schedule I)		\$	73,845
Salaries (Schedule III)			508,000
Maint. & Repairs (Schedule III)			100,000
Maint. Contracts (Schedule IV)			118,517
Utilities (Schedule V)			340,000
Management Fee 50.00 per unit			151,800 * Should be between \$50 & \$65 per unit
Taxes on Commercial Income (10.00 %)			91,665
Real Estate Taxes (Schedule VI)			165,100 1-Story & below - \$588; 3-Story & above - \$550
Insurance \$650 per Unit			113,850
Reserve for Repair and Replacement 450.00 per unit			113,850
TOTAL EXPENSES		\$	<u>1,642,776</u>
NET OPERATING INCOME		\$	<u>510,520</u>
DEBT SERVICE			
1. Principal and Interest		\$	442,714
2. Mortg. & Bond Serv Fee _____ %			_____
3. MIP _____ %			_____
4. Debt Service on Other Mortgage Loans \$ _____		\$	_____
AGENCY DEBT SERVICE		\$	<u>442,714</u>
DEBT SERVICE NOT TO BE CONSIDERED IN DSR		\$	_____
TOTAL DEBT SERVICE		\$	<u>442,714</u>
NET INCOME		\$	<u>67,806</u>
Less Return on Equity (_____ % on \$ _____)		\$	_____
Project Profit(Loss)		\$	<u>67,806</u>
DEBT SERVICE RATIO CALCULATION :			
DSR -	<u>NET OPERATING INCOME</u>	-	<u>1.15316</u>
	<u>AGENCY DEBT SERVICE</u>		
			New Mortgage Amount
			<u>7,650,987</u>

DEVELOPMENT: Peter J. MacLure's Orders Prescription
 HMA #: 0
 LOAN OFFICER: 0
 DATE: 10/29

Year 11	Year 12	Year 13	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
3,140,484	3,203,304	3,287,370	3,332,718	3,358,372	3,407,390	3,467,441	3,478,890	3,478,890	3,478,890	3,478,890	3,478,890	3,478,890	3,478,890
-187,625	-180,155	-183,338	-183,338	-183,338	-183,338	-183,338	-183,338	-183,338	-183,338	-183,338	-183,338	-183,338	-183,338
2,952,859	3,043,139	3,104,032	3,149,380	3,175,034	3,224,052	3,295,503	3,295,503	3,295,503	3,295,503	3,295,503	3,295,503	3,295,503	3,295,503
(30,800)	(30,800)	(30,800)	(30,800)	(30,800)	(30,800)	(30,800)	(30,800)	(30,800)	(30,800)	(30,800)	(30,800)	(30,800)	(30,800)
0	0	0	0	0	0	0	0	0	0	0	0	0	0
-30,800	-30,800	-30,800	-30,800	-30,800	-30,800	-30,800	-30,800	-30,800	-30,800	-30,800	-30,800	-30,800	-30,800
2,922,059	3,012,339	3,073,232	3,118,582	3,144,234	3,193,252	3,264,703	3,264,703	3,264,703	3,264,703	3,264,703	3,264,703	3,264,703	3,264,703
0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0
2,922,059	3,012,339	3,073,232	3,118,582	3,144,234	3,193,252	3,264,703	3,264,703	3,264,703	3,264,703	3,264,703	3,264,703	3,264,703	3,264,703
118,500	122,066	125,718	129,448	133,272	137,173	141,145	145,179	149,266	153,406	157,599	161,845	166,144	170,496
616,471	628,647	641,036	653,741	666,754	680,076	693,707	707,647	721,896	736,454	751,322	766,500	781,989	797,789
190,184	194,880	199,600	204,344	209,112	213,904	218,720	223,560	228,424	233,312	238,224	243,160	248,120	253,104
208,348	213,357	218,400	223,476	228,584	233,724	238,896	244,099	249,332	254,596	259,880	265,192	270,532	275,900
183,068	188,116	193,200	198,320	203,476	208,668	213,896	219,160	224,460	229,796	235,168	240,576	246,020	251,500
284,837	272,865	261,072	249,464	238,040	226,800	215,744	204,864	194,156	183,624	173,264	163,076	153,060	143,216
113,850	113,850	113,850	113,850	113,850	113,850	113,850	113,850	113,850	113,850	113,850	113,850	113,850	113,850
(3,060)	(3,060)	(3,060)	(3,060)	(3,060)	(3,060)	(3,060)	(3,060)	(3,060)	(3,060)	(3,060)	(3,060)	(3,060)	(3,060)
2,967,180	2,930,863	2,708,840	2,783,458	2,838,408	2,908,553	3,016,857	3,088,645	3,164,806	3,272,389	3,362,508	3,455,235	3,550,648	3,648,824
10,147	10,423	10,708	10,996	11,288	11,584	11,884	12,188	12,496	12,808	13,124	13,444	13,768	14,096
0.87	0.88	0.89	0.90	0.91	0.92	0.93	0.94	0.95	0.96	0.97	0.98	0.99	1.00
348,710	375,648	394,762	355,024	340,395	326,839	312,315	298,784	280,268	262,653	245,725	229,335	202,813	180,812
442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714
442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714	442,714
0.87	0.85	0.82	0.80	0.77	0.74	0.71	0.67	0.63	0.58	0.55	0.51	0.46	0.41
0.80	0.45	0.28	0.07	(0.16)	(0.42)	(0.71)	(1.04)	(1.41)	(1.78)	(2.15)	(2.52)	(2.89)	(3.26)
(97,004)	(87,068)	(77,952)	(68,680)	(59,264)	(49,808)	(40,416)	(31,088)	(21,824)	(12,624)	(3,488)	(4,304)	(5,176)	(6,000)
(51,308)	(60,381)	(70,156)	(80,721)	(92,080)	(104,236)	(117,192)	(131,048)	(145,804)	(161,460)	(178,016)	(195,472)	(213,828)	(233,084)
0	0	0	0	0	0	0	0	0	0	0	0	0	0
(5,700)	(6,707)	(7,795)	(8,969)	(10,232)	(11,584)	(13,024)	(14,552)	(16,168)	(17,872)	(19,664)	(21,544)	(23,512)	(25,568)
(118,322)	(175,336)	(242,394)	(320,345)	(410,035)	(512,353)	(628,228)	(758,627)	(904,596)	(1,076,685)	(1,274,945)	(1,499,424)	(1,750,164)	(2,027,208)
0	0	0	0	0	0	0	0	0	0	0	0	0	0
(87,004)	(67,068)	(47,952)	(28,680)	(9,264)	(9,808)	(10,416)	(11,088)	(11,824)	(12,624)	(13,488)	(14,416)	(15,408)	(16,464)
(175,336)	(242,394)	(320,345)	(410,035)	(512,353)	(628,228)	(758,627)	(904,596)	(1,076,685)	(1,274,945)	(1,499,424)	(1,750,164)	(2,027,208)	(2,320,704)
(175,336)	(242,394)	(320,345)	(410,035)	(512,353)	(628,228)	(758,627)	(904,596)	(1,076,685)	(1,274,945)	(1,499,424)	(1,750,164)	(2,027,208)	(2,320,704)

Exhibit D

FISCAL IMPACT ANALYSIS

Taxes payable on the property are currently \$0 per year. If taxes were paid on this property for the next 40 years, unlike the preceding 40 years, and assuming no inflation, the City would receive \$6,998,919 under the proposed financial agreement.

This existing community is well maintained but in need of material capital improvements. The Sponsor is working directly with The Housing Authority of the City of Camden in connection with new US HUD financing program called Rental Assistance Demonstration to leverage low income housing tax credit and permanent debt to invest approximately \$30,000 per unit to effectuate certain capital needs for each unit. The homes will be much more energy efficient as a result of this renovation effort. The financing program will further permit the owner to fund replacement for reserves to ensure sufficient project resources will be available as this renovated community becomes operational.

The applicant will be required, pursuant to Housing and Urban Development Section 3 regulation, to hire local employees for this construction project which will result in temporary and permanent jobs for City residents.

Exhibit E

Exhibit F

**OPERATING AGREEMENT
MCGUIRE GARDENS PRESERVATIONS LLC**

THIS OPERATING AGREEMENT (this "Agreement") dated as of May 1, 2016, by and between MCGUIRE GARDENS-MICHAELS LLC (the "Manager") and ANDREW J. BOCCHINO ("Bocchino") (hereinafter referred to individually as a "Member" and together, as the "Members").

WITNESSETH:

WHEREAS, the parties hereto agree to form a limited liability company under the laws of the State of New Jersey by filing a Certificate of Formation (the "Certificate") with the Treasurer of the State of New Jersey; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide for, among other things: (i) the payment of capital contributions by the Members; (ii) the allocation of profits, losses and distributions of cash flow and other proceeds of the limited liability company to the Members; (iii) the respective rights and obligations of the parties hereto to each other and to the limited liability company; (iv) the respective interests of the parties hereto; and (v) certain other matters.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to form a limited liability company pursuant to the New Jersey Revised Uniform Limited Liability Company Act, as same may be amended from time to time (the "Act"), as set forth in this Agreement.

**ARTICLE 1
FORMATION**

1.01 Formation. The undersigned hereby agree to form a limited liability company under the Act. The name of the limited liability company is McGuire Gardens Preservations LLC (the "Company").

1.02 Principal Office. The principal office of the Company shall be at and the books and records of the Company shall be kept at Three East Stow Road, Suite 100, Mariton, New Jersey 08053.

1.03 Term. The term of the Company shall continue perpetually until and unless the Company is sooner terminated in accordance with the provisions of this Agreement.

**ARTICLE 2
DEFINED TERMS**

In addition to the definitions set forth herein and in the preamble to this Agreement, the following defined terms used in this Agreement shall have the meanings specified below.

"Accountants" - such firm of independent certified public accountants as may be engaged by the Manager to prepare the Company's financial statements and/or income tax returns.

"Affiliate" - any Person that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with another designated Person.

"Business" - the ownership, maintenance, operation and sale or lease of the Project.

"Capital Account" - the capital account of a Member as described in Section 9.06 of this Agreement.

"Capital Transaction" - any sale, refinancing or other disposition of the Company's property, casualty (where the proceeds are not to be used for reconstruction) and condemnation or similar event regarding any part of any property of the Company, where the gross proceeds from any such event exceed \$50,000.

"Code" - the Internal Revenue Code of 1986, as amended, or any corresponding provision or provisions of prior or succeeding law.

"Consent" - the prior written consent or approval of the Members or any other Person, as the context may require, to do the act or thing for which the consent is solicited.

"Interest" or **"Percentage Interest"** - the ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which such Member may be entitled as provided in this Agreement and in the Act, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement and of the Act.

"Member" - a Person who is a signatory to this Agreement, or any other Member in such Person's capacity as a Member of the Company. "Members" mean all such Persons.

"Net Cash Flow" - the gross cash proceeds from Company operations (including sales and dispositions of property in the ordinary course of business) less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, and replacements, all as determined by the Manager in the Manager's reasonable discretion. Net Cash Flow shall not be reduced by depreciation, amortization of the cost of any of the Company's property, cost recovery deductions or similar allowances.

"Notice" - a writing containing the information required by this Agreement to be communicated to a Member delivered personally to such Member, or sent by registered or certified mail, postage prepaid, return receipt requested, or by reputable overnight delivery service or facsimile transmission to such Member at the last known address or facsimile number of such Member.

"Person" - any individual, partnership, company, corporation, limited liability company, trust or other entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person.

"Project" - the affordable housing complex located in Jersey City, New Jersey.

"Regulations" - the Income Tax Regulations promulgated under the Code.

"State" - the State of New Jersey.

"Substitute Member" - a Member of the Company admitted pursuant to Section 7.02 of this Agreement.

ARTICLE 3 BUSINESS OF THE COMPANY

3.01 Purpose. The purpose of the Company is to own and operate the Business and to make and perform all contracts and to engage in all activities in connection therewith.

3.02 Authority of the Company. In order to carry out its Business and purpose, the Company is empowered and authorized to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of its purpose and for the protection and benefit of the Company.

ARTICLE 4 DUTIES AND OBLIGATIONS OF MANAGER

The Manager shall use the Manager's best efforts in connection with the Manager's performance of the following duties and obligations with respect to the Company:

- (a) take all action that may be reasonably necessary or appropriate to carry out the purposes of the Company as described in this Agreement; and
- (b) do all other things (subject to the restrictions contained herein) that may be necessary or desirable in order to properly and efficiently administer and carry on the Business and the affairs, assets and other business of the Company.

ARTICLE 5 CAPITAL CONTRIBUTIONS AND WITHDRAWALS

5.01 Capital Contributions of the Members. Upon the execution of this Agreement, the Members shall make capital contributions to the Company in the amounts set forth in Schedule A of this Agreement. Each Member's Percentage Interest is also set forth in Schedule A. No Member shall be required to make any further contributions to the Capital of the Company.

5.02 Return of Capital Contribution. Notwithstanding any provisions of the Act, and except as otherwise provided in this Agreement, no Member shall be entitled to

demand or receive the return of such Member's Capital Contribution or any portion thereof; no Member shall have priority over any other Member, either as to return of such member's Capital Contribution or as to profits, gains, losses or distributions, except as otherwise specifically provided herein; no Member shall be personally liable for the return of the Capital Contribution of any other Member, or any portion thereof, it being expressly understood that any such return shall be made solely from assets of the Company.

5.03 Adjustments to Capital Accounts. Capital Accounts shall be maintained and adjusted in accordance with Section 9.06 of this Agreement.

5.04 Treatment of Advances. If any Member shall advance any funds to the Company other than as provided in this Article 5, the amount of any such advance shall not be an additional Capital Contribution of such Member, but shall be a debt due from the Company to such Member as set forth in Section 6.05 of this Agreement.

ARTICLE 6 RIGHTS, OBLIGATIONS AND POWERS OF THE MANAGER

6.01 Management of the Company. The management and operation of the Company's Business and affairs shall be vested exclusively in the Manager. Subject to Section 6.02 hereof, the Manager shall have the right and authority to execute any document as the Manager shall deem necessary or desirable on behalf of the Company and to bind the Company thereby, and third parties shall have the right to rely on the Manager's signature as being binding upon the Company.

6.02 Limitations Upon the Authority of the Manager. Notwithstanding Section 6.01 hereof, the Manager shall not have any authority to:

- (a) perform any act in violation of any applicable law or regulation thereunder; or
- (b) do any act required to be approved or ratified in writing by the Members under the Act or under this Agreement, unless the right to do so is expressly given in this Agreement or unless such act is approved or ratified in writing by the Members.

6.03 Delegation of Authority. The Manager may appoint, employ, contract or otherwise deal with any Person for the transaction of the business of the Company, which Person may, under supervision of the Manager, perform any acts or services for the Company as the Manager may approve and may be paid from the assets of the Company.

ARTICLE 7 TRANSFERS OF AND RESTRICTIONS ON TRANSFERS OF INTEREST OF MEMBERS

7.01 Restrictions on Transfer of a Member's Interest. No offer, sale, transfer, assignment, hypothecation or pledge of any Member's Interest is permitted unless the Manager shall Consent, which Consent shall not be unreasonably withheld.

Notwithstanding anything herein contained to the contrary, nothing herein shall prohibit or restrict the transfer of an interest in the Company between or among the Members.

7.02 Admission of Substitute Members. (a) Except as otherwise provided in this Article 7, an assignee of the interest of any Member (which shall be understood to include any purchaser, transferee, donee or other recipient of any disposition of such interest) shall be admitted as a substitute Member of the Company only upon the satisfactory completion of the following:

(i) Consent of all of the remaining Members (which may be arbitrarily or unreasonably withheld in their sole and absolute discretion) shall have been given; and

(ii) The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart hereof or an appropriate amendment hereto.

(b) For the purpose of allocation of profits, losses and credits, and for the purpose of distributing cash of the Company, a substitute Member shall be treated as having become, and as appearing in the records of the Company as, a Member upon such substitute Member's signing of a counterpart of or amendment to this Agreement, agreeing to be bound hereby.

(c) Subject to Section 7.02(a) of this Agreement, the Manager shall cooperate with the Person seeking to become a substitute Member by preparing the documentation reasonably required by Subsection 7.02(a) of this Agreement and making all official filings and publications. The Company shall take all such action, including the filing of any amended Agreement and/or Certificate, evidencing the admission of any Person as a Member, and the making of any other official filings and publications, as promptly as practicable after the satisfaction by the assignee of the interest of a Member of the conditions contained in this Article 7 to the admission of such Person as a Member of the Company. Any cost or expense incurred in connection with such admission shall be borne by the substitute Member or the assignor Member.

7.04 Rights of Assignee of Company Interest. (a) Except as required by operation of law, the Company shall not be obligated for any purpose whatsoever to recognize the assignment by any Member of an interest until the Company has received actual Notice thereof.

(b) An assignee of the interest of a Member (which shall be understood to include any purchaser, transferee, donee or other recipient of any disposition of such interest) which does not become a Substitute Member shall be allocated the profits, gains and losses, and shall have the right to participate in the distributions, to be made to the Members pursuant to Article 9 of this Agreement, but such assignee shall not have the right to participate in the management of the Company or to vote or Consent to any matter to be submitted to the Members. Any Person who is the assignee of all or any portion of a Member's interest, but does not become a substitute Member pursuant to Section 7.03 of this Agreement and desires to make a further assignment of such interest, shall be subject

to all the provisions of this Article 7 to the same extent and in the same manner as any Member desiring to make an assignment of such Member's Interest.

7.05 No Withdrawal. Notwithstanding anything to the contrary under applicable law, a Member may not resign from the Company prior to the dissolution and winding up of the Company as set forth in Article 10 hereof.

ARTICLE 8 RIGHTS AND OBLIGATIONS OF MEMBERS

8.01 Management of the Company. Except as otherwise provided in this Agreement, no Member shall take part in the management or control of the Business of the Company nor transact any business in the name of the Company. Except as otherwise provided in this Agreement, no Member shall have the power or authority to bind the Company or to sign any agreement or document in the name of the Company. No Member shall have any power or authority with respect to the Company except insofar as the Consent of any Member shall be expressly required and obtained and except as otherwise expressly provided in this Agreement.

8.02 Limitation on Liability of the Members. To the fullest extent permitted by the Act, the liability of each Member shall be limited to such Member's interest in the Company. No Member shall have any other liability to contribute money to, or in respect of the liabilities or obligations of, the Company, nor shall any Member be personally liable for any obligations of the Company. No Member shall be obligated to make loans to the Company.

8.03 Other Activities. All Members may engage in or possess interests in other business ventures of any and every kind and description for their own accounts, including businesses which are in competition with the Company's Business. Neither the Company nor any of the Members shall have any right by virtue of this Agreement in or to such other business ventures or to any income or profits derived therefrom.

ARTICLE 9 PROFITS, LOSSES AND DISTRIBUTIONS

9.01 Allocation of Profits, Losses and Distributions From Operations. Subject to Section 9.04 hereof, profits, losses and Net Cash Flow for the fiscal year shall be allocated and distributed in accordance with the Members' Percentage Interests.

9.02 Allocation of Gains, Losses and Distributions from Sale and Liquidation of Company Property.

(a) Subject to Section 9.04 hereof, gains and losses recognized by the Company upon the sale, exchange or other disposition of all or substantially all of the property owned by the Company shall be allocated in accordance with the Members' Percentage Interests.

(b) Except as may be required under Section 10.02(b) of this Agreement, the proceeds resulting from the liquidation of the Company's assets pursuant

to Section 10.02 of this Agreement, and the net proceeds resulting from any sale of the property of the Company or refinancing of any obligation of the Company or a Capital Transaction, as the case may be, shall be distributed and applied in the following order of priority:

(i) to the payment of all matured debts and liabilities of the Company, excluding debts and liabilities of the Company to Members or their Affiliates;

(ii) to the settling up of any reserves which the Manager deems reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Company; provided, however, that the balance of any such reserve remaining at such time as the Manager reasonably determines that such reserve is no longer needed, shall be distributed in accordance with Sections 9.02(b)(iii) and 9.02(b)(iv) hereof;

(iii) to the repayment of any unpaid debts and liabilities (including unpaid fees) owed to the Members or any Affiliates thereof by the Company for Company obligations; and

(iv) to the Members in accordance with their Percentage Interests.

9.03 Additional Allocations. In any year in which a Member sells, assigns or transfers all or any portion of an interest to any Person who during such year is admitted as a substitute Member, the share of all profits and losses and Net Cash Flow under Section 9.01 of this Agreement and of all cash proceeds distributable under Section 9.02 of this Agreement allowable or distributed to all Members, which is attributable to the interest sold, assigned or transferred shall be divided between the assignor and the assignee as determined by agreement between the assignor and assignee using any method provided by the Code or Regulations thereunder.

9.04 Capital Accounts. A separate Capital Account shall be maintained and adjusted for each Member throughout the full term of the Company in accordance with the accounting rules of Section 1.704-1(b)(2)(iv) of the Regulations.

9.05 Designation of Tax Matters Partner. The Manager is hereby designated as the tax matters member (the "Tax Matters Partner") of the Company and shall engage in such undertakings as are required of the Tax Matters Partner of the Company as provided in Regulations pursuant to Section 6231 of the Code. Each Member, by the execution of this Agreement, consents to such designation of the Tax Matters Partner and agrees to execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent.

ARTICLE 10 SALE, DISSOLUTION AND LIQUIDATION

10.01 Dissolution of the Company. The Company shall be dissolved upon the earlier of the expiration of the term of the Company, or upon: (a) the sale or other disposition of all or substantially all of the assets of the Company; or (b) the entry of a decree of judicial dissolution of the Company.

10.02 Winding Up and Distribution. (a) Upon the dissolution of the Company pursuant to Section 10.01 hereof, (i) a certificate of cancellation as described in the Act shall be filed in such offices within the State as may be required or appropriate, (ii) the Company business shall be wound up and its assets liquidated as provided in this Section 10.02, and (iii) the net proceeds of such liquidation, except as provided in Section 10.02(b) below, shall be distributed in accordance with Section 9.02 of this Agreement.

(b) It is the intent of the Members that, upon liquidation of the Company, any liquidation proceeds available for distribution to the Members shall be distributed in accordance with the Members' respective positive Capital Account balances and the Members believe that distributions under Section 9.02 of this Agreement will effectuate such intent. In the event that, upon liquidation, there is any conflict between a distribution pursuant to the Members' respective positive Capital Account balances and the intent of the Members with respect to distribution of proceeds as provided in Section 9.02 of this Agreement, the liquidator or the Manager, as the case may be, shall, notwithstanding the provisions of Sections 9.01 and 9.02 of this Agreement, allocate the Company's gains, profits and losses in a manner that will cause the distribution of liquidation proceeds to the Members pursuant to Section 9.01 of this Agreement to be in accordance with the Members' respective positive Capital Account balances.

(c) The Manager shall file all certificates and notices of the dissolution of the Company required by law. The Manager shall proceed without any unnecessary delay to sell and otherwise liquidate the Company's property and assets.

ARTICLE 11 CONSENTS, VOTING AND MEETINGS

11.01 Voting. Except as expressly provided in this Agreement, whenever the Consent, vote or agreement of the Members is required, the vote of the majority of the Percentage Interests of the Members of the Company shall control.

11.02 Method of Giving Consent. Whenever the Consent, vote or agreement of the Members is required in connection with any Company action, the meeting and vote of the Members may be dispensed with if all of the Members Consent in writing to the action to be taken by the Company.

11.03 Submissions to Members. The Managers shall give the Members not less than ten (10) days but not more than sixty (60) days' Notice of any meeting of the Members, unless there is an emergency, in which case the Manager shall give the Members such Notice that is less than ten (10) days' notice as the Manager shall determine.

ARTICLE 12 AMENDMENTS

This Agreement may only be amended by a writing signed by all of the Members.

ARTICLE 13
BOOKS AND RECORDS,
ACCOUNTING, TAX ELECTIONS, ETC.

13.01 Books and Records. The books and records of the Company shall be kept at the principal office of the Company and shall be available for examination there by any Member, or his or her duly authorized representative, at reasonable times upon reasonable notice to the Manager.

13.02 Bank Accounts. All funds of the Company not otherwise invested shall be deposited in one or more accounts maintained in such banking institutions as the Manager shall select, and withdrawals shall be made only in the regular course of Company business on such signature or signatures as the Manager may, from time to time, determine.

13.03 Accountants. The Accountants shall annually prepare for execution by the Manager all tax returns of the Company and, at the election of the Manager, shall annually compile the books of the Company, and shall prepare, in accordance with generally accepted accounting principles, consistently applied, a balance sheet, a profit and loss statement, and a cash flow statement.

13.04 Income Taxation. The Members agree that the Company shall be a partnership (as such term is used in the Code and the Regulations) for Federal and state income tax purposes.

13.05 Section 754 Elections. In the event of a transfer of all or any part of the interest of a Member, the Company may, in the sole and absolute discretion of the Manager, elect, pursuant to Section 754 of the Code (or any corresponding provision of succeeding law), to adjust the basis of Company property. Each Member agrees to furnish the Company with all information necessary to give effect to such election.

13.05 Fiscal Year. The fiscal year of the Company shall be the calendar year.

ARTICLE 14
GENERAL PROVISIONS

14.01 Burden and Benefit. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective parties hereto and to the heirs, executors, administrators, successors and assigns of the respective parties hereto.

14.02 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State.

14.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

14.04 Separability of Provisions. Each provision of this Agreement shall be considered separable, and, if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of, or affect those provisions of, this Agreement which are valid.

14.05 Entire Agreement. This Agreement sets forth all (and is intended by all parties to be an integration of all) of the representations, promises, agreements and understandings among the parties hereto with respect to the Company, the Company Business and the Company's property, and there are no representations, promises, agreements or understandings, oral or written, express or implied, among them other than those set forth or incorporated herein.

14.06 Gender Neutral. Throughout this Agreement, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa, except where the context clearly requires otherwise.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have affixed their signatures and seals to this Agreement as of the date first written above.

MEMBERS:
MCGUIRE GARDENS
PRESERVATIONS LLC

By: 
Michael Levitt, Sole Member


ANDREW J. BOCCHINO

Operating Agreement
McGuire Gardens Preservations LLC
Signature Page

(002101)

SCHEDULE A

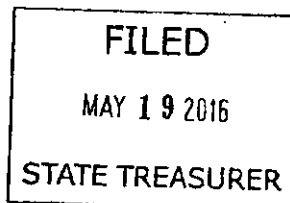
Members	Capital Contributions	Percentage Interests
McGuire Gardens-Michaels, LLC	\$ 990.00	99%
Andrew J. Bocchino	<u>10.00</u>	<u>1%</u>
Total:	\$1,000.00	100%

CERTIFICATE OF AMENDMENT

OF

MCGUIRE GARDENS ASSOCIATES LLC

TO: DEPARTMENT OF THE TREASURY
Division of Revenue
State of New Jersey



The Undersigned, hereby submits for filing a Certificate of Amendment, executed on behalf of the above named Limited Liability Company pursuant to the provisions of NJSA 42 of the New Jersey Statutes:

1. Name of the Limited Liability Company:

MCGUIRE GARDENS ASSOCIATES LLC

2. Identification Number: 0450075108

3. New LLC Name: MCGUIRE GARDENS-MICHAELS LLC

4. Effective Date: Date of filing

5. The Certificate of Formation is hereby amended to read as follows:

"1. Name:

MCGUIRE GARDENS-MICHAELS LLC"

The undersigned represents that this filing complies with State law as detailed in NJSA 42 and that they are authorized to sign this form on behalf of the Limited Liability Company.

Dated this 19th day of May, 2016.

MCGUIRE GARDENS ASSOCIATES LLC

By: _____


Arthur M. Brown
Authorized Person

**OPERATING AGREEMENT
MCGUIRE GARDENS-MICHAELS LLC**

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of May 1, 2016, by and between **MCGUIRE GARDENS-MICHAELS LLC**, a New Jersey limited liability company (the "Company"), and **MICHAEL J. LEVITT**, the sole member of the Company ("Member").

WITNESSETH:

WHEREAS, the Member desires to enter into this Operating Agreement for the purpose of governing the Company.

NOW, THEREFORE, in consideration of the mutual promises below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

A. ORGANIZATION.

1. **Formation.** The Company has been organized as a limited liability company under and pursuant to the New Jersey Revised Uniform Limited Liability Company Act (the "Act") by the filing of a Certificate of Formation with the Treasurer of the State of New Jersey as required by the Act.

2. **Name.** The name of the Company shall be "McGuire Gardens-Michaels LLC."

3. **Duration.** The Company shall continue perpetually, unless terminated pursuant to this Agreement or the Act.

4. **Registered Office and Resident Agent.** The registered office and resident agent of the Company shall be as designated in the initial Certificate. The registered office and/or resident agent may be changed from time to time. Any such change shall be made in accordance with the Act.

5. **Purpose.** The Company was formed for the purpose of serving as a member of McGuire Gardens Preservations LLC (the "Project Company"). The Project Company was formed for the purpose of acquiring, developing, financing, rehabilitating, maintaining, operating, selling and all related activities with respect to an affordable housing complex located in Jersey City, New Jersey (the "Project").

6. **Tax Status for Company.** The Company shall be taxed as a sole proprietorship for tax purposes unless and until at least one additional Member is added in which event the Company shall thereafter be treated as a partnership for tax purposes.

B. CAPITAL CONTRIBUTIONS.

By the execution of this Agreement, the Initial Member hereby agrees to make a Capital Contribution of One Hundred Dollars (\$100.00) for the capital interests of the Company. Future Capital Contributions may be made in the sole discretion of the Member.

C. ALLOCATIONS AND DISTRIBUTIONS.

Except as may be required by the Code as amended net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be reported by the Member on the Member's income tax return. The Member may make distributions from time to time after the Member determines that the Company has sufficient funds available.

D. GENERAL POWERS OF SOLE MEMBER.

The Member has authority to:

1. Conduct the business and affairs of the Company.
2. To do all things necessary or convenient to carry out the business and affairs of the Company.
3. Purchase, lease or otherwise acquire any real, personal, tangible or intangible property.
4. Sell, convey, mortgage, grant a security interest in, pledge, lease, license, exchange or otherwise dispose of or encumber any real, personal, tangible or intangible property.
5. Open one or more depository accounts and make deposits into and checks and withdrawals against such accounts and to designate and authorize any additional signatory on such accounts.
6. Borrow money, incur liabilities, and other obligations, establish lines of credit, mortgages, and other credit and financing facilities relating to the Business.
7. Obtain insurance covering the Business and affairs of the Company and its property.
8. Commence, prosecute or defend any proceeding in the Company's name or relating to the Business.

9. Enter into any arrangements or agreements, and execute any contracts, documents and instruments relating to the Business.

10. Engage consultants and agents, define their respective duties and establish their compensation or remuneration. This right shall include the right to designate a person to operate the Company and conduct the Business in the event of the illness, disability or demise of the sole Member. If such person is appointed, such person shall be referred to as the "Manager" and shall have any rights, powers and obligations granted or created herein to the sole Member except as the sole Member shall otherwise restrict or limit in a document appointing said Manager.

E. OFFICERS

The Member shall appoint, from time to time, one or more officers to have such authority and perform such acts as may be determined by the Member including, without limitation, appointing a President, a Vice President, a Secretary and a Treasurer. Any two or more offices may be held by the same person. An officer of the Company shall hold office until his or her successor is elected and qualified. The Member may remove any officer at any time, with or without cause. The Member shall determine the compensation, if any, to be paid to officers and other employees of the Company.

1. **President.** Subject to the direction of the Member, the President shall have general executive supervision over the property, business and affairs of the Company. The President may execute all deeds, mortgages, contracts and other agreements in the name of the Company and have such other authority and shall perform such other duties as determined by the Member.

2. **Vice President.** A Vice President shall have such authority and perform such duties as may be determined by the Member.

3. **Secretary.** The secretary shall keep the minutes of the Company and such books as may be required by the Member and shall have such authority and perform such other duties as may be determined by the Member.

4. **Treasurer.** The Treasurer shall receive and have charge of all property of the Company to hold and use as determined by the Member and have such authority and perform such other duties as may be determined by the Member.

F. EXCULPATION of LIABILITY: INDEMNIFICATION.

Unless otherwise provided by law or expressly assumed, the sole Member shall not be liable for the acts, debts or liabilities of the Company.

G. OTHER ACTIVITIES.

The Member may engage in other business ventures of every nature, including, without limitation by specification, the ownership of another business similar to

that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

H. **DEATH, DISABILITY, DISSOLUTION.**

1. **Death of the Member.** Upon the death of the Member, if the Member has not theretofore appointed a Manager who is then willing to act, then the personal representative of the estate of the Member may act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the deceased Member have been transferred or distributed.

2. **Disability of the Member.** Upon the disability of the Member, if the Member has not theretofore appointed a Manager who is then willing to act, then the guardian, committee, or conservator of the disabled Member may act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the disabled Member have been transferred or distributed.

3. **Dissolution.** The Company shall dissolve and its affairs shall be wound up by the written consent of the Member. However, no third party dealing with the LLC shall be adversely affected by such action unless it receives notice, or should have reasonably been aware of such action.

I. **BOOKS, RECORDS, and ACCOUNTING.**

1. **Books and Records.** The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act.

2. **Fiscal Year; Accounting.** The Company's fiscal year shall be the calendar year.

3. **Member's Capital Accounts.** A Capital Account for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

J. **MISCELLANEOUS PROVISIONS.**

1. **Terms.** Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require. The term "Code" shall refer to the Internal Revenue Code of 1986, as amended.

2. **Article Headings.** The Article headings and numbers contained in this Agreement have been inserted only as a matter of convenience and for reference, and

In no way shall be construed to define, limit or describe the scope or intent of any provision of this Operating Agreement.

3. **Entire Agreement.** This Agreement constitutes the entire agreement among the sole Member and the Company and contains all of the agreements among said parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.

4. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

5. **Amendment.** This Agreement may be amended or revoked at any time by a written document executed by the sole Member.

6. **Binding Effect.** Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

7. **Governing Law.** This Agreement is being executed and delivered in the State of New Jersey and shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto make and execute this Agreement to be effective on the date first above written.


MEMBER:

COMPANY:

MCGUIRE GARDENS-MICHAELS LLC



MICHAEL J. LEVITT

By: 

Michael J. Levitt, Sole Member


**ACTION BY WRITTEN CONSENT OF THE
SOLE MEMBER AND SOLE MANAGER OF
MCGUIRE GARDENS-MICHAELS LLC**

THE UNDERSIGNED, being the sole Member and sole Manager of McGuire Gardens-Michaels LLC, a New Jersey limited liability company (the "Company"), hereby adopts, approves, ratifies and consents to the following resolutions, which shall have the same force and effect as if adopted, approved, ratified and consented to at a formal meeting of the shareholder and director.

BE IT RESOLVED, that the following persons be, and they hereby are, appointed to the offices set opposite their names to serve in such capacity until their successors are duly elected and qualified:

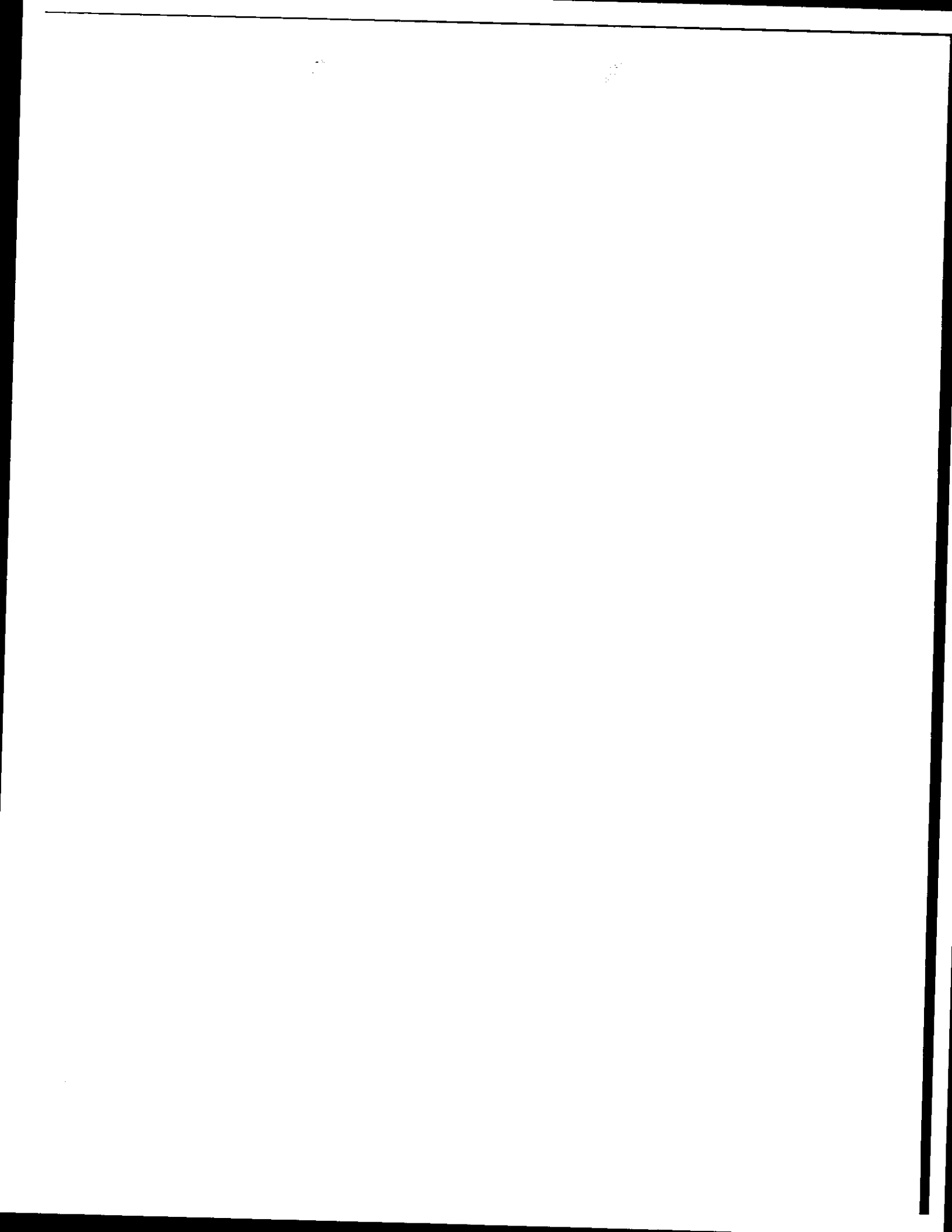
John J. O'Donnell
Gary Buechler
Milton R. Pratt, Jr.
Joseph F. Purcell
Susan Langley

President
Vice President
Vice President
Vice President / Treasurer
Secretary



Michael J. Levitt,
Sole Member and Sole Manager

Dated: As of May 1, 2016



TAX ABATEMENT WORKSHEET

Name of Project: Peter J. McGuire Gardens Preservation

Address of Project: 20000 Westminster Avenue

Sponsor: McGuire Gardens Preservations LLC

Type of Project: Preservation

Statutory Authority for Exemption: N.J.S.A. 40A: 20-1

Type of Exemption requested: Long Term Tax Exemption Law

Length of Exemption: Forty Years (40)

Calculation of PILOT payment:
(does income include subsidy income?)

Year 1 – 20 the project will be tax exempt.

Years 11 – 40 the calculation is as follows;

Projected Annual Gross Revenue	\$2,788,669
Proforma Vacancy at 5%	(\$139,433)
Projected Annual Utility Costs	(\$456,000)
Project Revenues	\$2,193,236
Payment in Lieu Percentage	5.00%
Annual Projected Payment in Lieu Amount	\$109,662
Minimum Annual Service Charge	\$2,000
Total	\$110,662

Yes, income includes subsidy.

What percentage of income is to be paid? The Sponsor will pay 0% in year 1 – 10 and 5.00% thereafter.

Will PILOT increase after 20 years? In year 40, McGuire Garden Preservations LLC will ask for an extension. If such extension is not granted, the property will convert to ad valorem tax structure.

Define Gross Income: Total Annual Income (inclusive of tenant paid rent, rental subsidies, laundry fees, parking fees, late fees and all other fees) less utilities

Vacancy Allowance: Shall be the lesser of the actual vacancy or 5% notwithstanding any and all issues relative to force majeure, certain delays from 3rd parties reviewing resident files and providing qualified residents to the project, delayed construction schedule, and deficiencies related to the design or construction of the property that results in prolonged vacancy levels.

Where notices should be sent?

Nicholas Cangelosi
Michaels Development Company
3 East Stow Road
Marlton, NJ 08053
(856) 355-1573 – Phone
ncangelosi@themichaelsorg.com

Specific Terms to be Agreed to at Meeting:

Date: _____

[Attach copy of attendance sheet]

Peter J. McGuire Gardens Preservation
Tax Abatement Application
City of Camden, NJ

SECTION 6: ORDINANCE AND FINANCIAL AGREEMENT

Enclosed within this section, please find the following documents;

- Draft Ordinance; and
- Draft Financial Agreement

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMDEN, COUNTY OF
CAMDEN, DETERMINING THAT THE MCGUIRE GARDENS PRESERVATIONS,
LLC DEVELOPMENT PROVIDES FOR AND MEETS THE AFFORDABLE HOUSING
NEED OF THE CITY OF CAMDEN**

WHEREAS, McGuire Gardens Preservations, LLC (hereinafter referred to as the "Sponsor") proposes to construct a 176 unit housing development (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., (together the "HMFA Law") and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirement") within the City of Camden (hereinafter referred to as the "Municipality") on a site described as Lots 551, Block 1 as shown on the Official Assessment Map of the City of Camden, Camden County; and

WHEREAS, the Project will be subject to the NJ HMFA Requirements and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); 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 176 unit affordable housing development proposed by the Sponsor meets or will meet an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 53:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

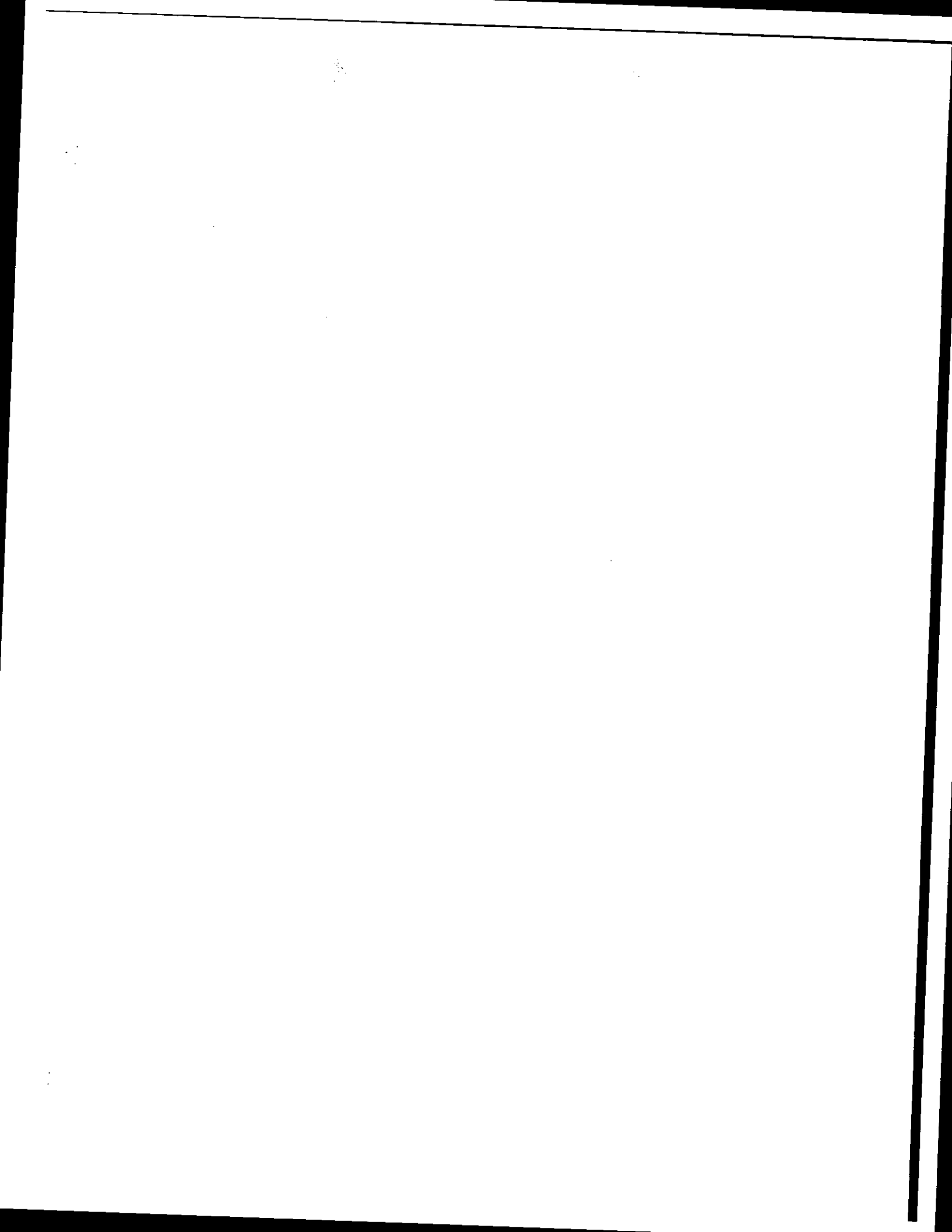
Date of Introduction: March 14, 2017

The above has been reviewed
and approved as to form.

MARC A. RIONDINO
City Attorney



FRANCISCO MORAN
President, City Council



AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this ____ day of March , 2017, between McGuire Gardens Preservations, LLC, having an office at 3 East Stow Road (hereinafter the "Sponsor") and the City of Camden, a municipal corporation in the County of Camden and State of New Jersey (hereinafter the "Municipality").

WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 *et seq.*) (hereinafter "HMFA Law") and a Resolution of the Council of the Municipality dated March 14, 2017 , (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on those parcels of land located in the City of Camden as shown on Exhibit A attached hereto and made a part hereof as.

3. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

4. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:

- (1) From the date of the execution of the Agency Mortgage until the date of Substantial Completion of the Project, the Sponsor shall make payment to the Municipality in the amount equal to the current real estate taxes (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all of the units in the Project.
- (2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the

Municipality in an amount equal to five (5%) percent of Project Revenues.

(b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to five (5%) percent of Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

(c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.

(d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) and (c) above is calculated in Exhibit "B" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "B" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 5 below.

5. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 5.028 percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 9(a) below, prior to any legal action being taken.

6. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and assumes the Agency Mortgage.

7. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

8. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

9. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed to 3 East Stow Road, Suite 100, Marlton, NJ 08053 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the City Clerk, 520 Market Street, P.O. Box 95120, Camden, NJ 08101-5120 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to

the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

10. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of the Agreement by each party hereto.

WITNESS:

McGUIRE GARDENS PRESERVATIONS,
LLC

By: McGuire Gardens-Michaels, LLC
Its Managing Member

John J. O'Donnell, President

ATTEST:

CITY OF CAMDEN

Name: Luis Pastoriza
Title: City Clerk

By: _____
Name: Dana L. Redd
Title: Mayor

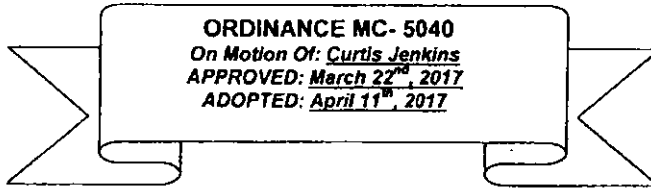
Authorized by Ordinance

MC-_____. This Agreement has
been approved as to form:

City Attorney

**EXHIBIT C
ORDINANCE**

MBS:es
03-14-17



**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMDEN,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY AUTHORIZING AND
APPROVING A FINANCIAL AGREEMENT BETWEEN THE CITY OF CAMDEN AND
MCGUIRE PRESERVATION URBAN RENEWAL LLC FOR PROPERTY KNOWN AS
PETER MCGUIRE GARDENS PURSUANT TO THE LONG TERM TAX EXEMPTION
LAW (N.J.S.A. 40A:20-1 et seq.)**

WHEREAS, the City of Camden ("City") is a municipal entity organized and existing under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the McGuire Preservation Urban Renewal, LLC (the "Entity") has or will purchase Peter McGuire Gardens, which is comprised of the Block and Lot numbers listed on Exhibit A, on the official Tax Map of the City (the "Property") and cause to be rehabilitated, preserved and operated, the two hundred and fifty-three (253) affordable rental units located thereon (the "Project"); and

WHEREAS, in order to implement the development, financing, rehabilitation, preservation, operation and management of the Project, the Housing Authority of the City of Camden ("HACC") and the Entity entered into or will enter into that certain Master Development Agreement, dated _____, (as amended, the "MDA"), which MDA specifies the rights and responsibilities of the HACC and the Entity with respect to certain aspects of the Project; and

WHEREAS, the Long Term Tax Exemption Law of New Jersey, N.J.S.A. 40A:20-1-4 ("Long Term Tax Exemption Law") permits a municipality to enter into a financial agreement exempting real property from tax assessment and accepting payments in lieu of taxes where the property is qualified as a low and moderate income housing project; and

WHEREAS, in accordance with the Long Term Tax Exemption Law, the entity has submitted a written application ("Application") to the City for approval of a tax exemption for the improvements to be rehabilitated and preserved as part of the Project ("Improvement"); and

WHEREAS, the Governing Body has heretofore determined, *inter alia*, that the Project would not have been constructed without a tax exemption for the improvements; and

WHEREAS, as part of its Application for tax exemption, the Entity has submitted a form of Financial Agreement ("Financial Agreement") providing for payments in lieu of taxes, a copy of which is attached to this Ordinance as Exhibit "B" which includes exhibits and schedules attached to the Financial Agreement; and

WHEREAS, the Governing Body has heretofore determined that exemption from taxation of the Improvements pursuant to the Financial Agreement and receipt by the City of annual service charges in lieu of taxes allows for the preservation and rehabilitation of the Property and is, therefore, in the best interest of the City and is in accordance with the provisions of the Long Term Tax Exemption Law and the public purposes pursuant to which the Project has been undertaken; and

WHEREAS, the Governing Body deems it to be in the best interest of the City to adopt an Ordinance authorizing the City to enter into the Financial Agreement with the Entity on the terms and conditions substantially as stated in the Financial Agreement attached to this Ordinance and as further set forth herein, including *inter alia* the granting of a tax exemption; now, therefore

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

I, LUIS PASTORIZA, MUNICIPAL CLERK OF THE CITY OF CAMDEN, DO HEREBY CERTIFY, that the foregoing is a true copy of an ordinance entitled "Ordinance of the City Council of the City of Camden, County of Camden and State of New Jersey authorizing and approving a financial agreement between the City of Camden and McGuire Preservation Urban Renewal LLC for property known as Peter McGuire Gardens pursuant to the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.," adopted by the Council of the City of Camden, New Jersey, the 11th day of April, 2017, as taken from and compared with the original now on file in my office.

IN TESTIMONY WHEREOF, I have thereunto set my hand and affixed seal of the City of Camden, at this 6 day of September, 2017

Luis Pastoriza, Municipal Clerk

SECTION 1. The Council finds and determined that the proposed Project will meet or meets an existing housing need.

SECTION 2. The Council finds and determines that Sponsor will not be able to proceed with the Project without the tax exemption because the Project will not qualify for the Low Income Housing Tax Credits needed to fund this Project.

SECTION 3. The Council does hereby adopt the with Ordinance and makes the determinations and finding contained herein by virtue of, pursuant to, and in conformity with the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40a:20-1.

SECTION 4. The Council does hereby approve Sponsor's application for tax exemption pursuant to the Long Term Tax Exemption Law.

SECTION 5. The Council does hereby adopt the within Ordinance with the further intent and purpose that from the date that the Project obtains its Certificate of Occupancy, the land and improvements of the Project will be exempt from real property taxation for thirty (30) years as provided in the Long Term Tax Exemption Law, provided that payments in lieu of taxes for municipal services supplied to the Project are made to the Municipality in accordance with the Long Term Tax Exemption Law and in accordance with the Financial Agreement attached hereto as Exhibit B.

SECTION 6. Upon adoption of this Ordinance and execution of the Financial Agreement, a certified copy of this Ordinance and the Financial Agreement shall be transmitted to the Department of Community Affairs, Director of the Division of Local Government Services.

SECTION 7. The Council hereby authorizes the Mayor of the City of Camden to execute, on behalf of the Municipality, the Financial Agreement in substantially the form annexed hereto as Exhibit B, upon the review and approval of the City Attorney and any other additional documents as are necessary to implement and carry out the intent of this Ordinance and the Financial Agreement.

SECTION 8. The Council understands and agrees that the revenue projections set forth in Exhibit D of the Financial Agreement attached hereto as Exhibit B, are estimates and that the actual payments in lieu of taxes to be paid by the Sponsor to the Municipality shall be determined pursuant to the Financial Agreement executed between the Sponsor and Municipality.

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

Date of Introduction: March 14, 2017


The above has been reviewed
and approved as to form.



MARC A. RIONDINO
City Attorney



FRANCISCO MORAN
President, City Council



DANA L. REDD
Mayor

ATTEST: 

LUIS PASTORIZA
Municipal Clerk

**EXHIBIT A
DEED NOTICE
METES AND BOUNDS DESCRIPTION
MCGUIRE GARDENS
CITY OF CAMDEN
CAMDEN COUNTY, NEW JERSEY**

December 26, 2013

DESCRIPTION of a tract of land containing Block 1204 Lot 2, Block 1223 Lot 1, Block 1224 Lot 1, Block 1225 Lot 95, Block 1226 Lot 96, as shown on the tax maps for the City of Camden, Camden County, New Jersey, also known as Block 1204 Lot 2, Block 1204.01 Lot 2.01, Block 1223.01 Lot 1, Block 1223.02 Lot 2, Block 1223.03 Lot 3, Block 1223.04 Lot 4, Block 1223.05 Lot 5, Block 1224.01 Lot 1, Block 1224.02 Lot 2, Block 1224.03 Lot 3, Block 1224.04 Lot 4, Block 1224.05 Lot 5, Block 1224.06 Lot 6, Block 1224.07 Lot 7, Block 1224.08 Lot 8, Block 1224.09 Lot 9, Block 1295 Lot 95, Block 1295.01 Lot 95.01, Block 1296 Lot 96, Block 1296.01 Lot 96.01, as shown on the plan entitled "Proposed Major Subdivision Plan", and including area within the right-of-way as shown on a plan entitled "Deed Restricted Area Plan", prepared by Engineering & Land Planning Assoc., dated December 26, 2013.

THE above premises being further and more particularly described as follows:

BEGINNING at a point in the southerly sideline of Boyd Street (50.00' Right of Way), being the intersection of Block 1224, Lots 1 & 57, and running, thence;

- (1) South 31° degrees 08' minutes 16" seconds West, a distance of 190.00 feet to a point, thence;
- (2) South 58° degrees 51' minutes 44" seconds East, a distance of 20.00 feet along the northerly sideline of Rand Street to a point, thence;
- (3) South 31° degrees 08' minutes 16" seconds West, a distance of 250.27 feet to a point, thence;
- (4) South 58° degrees 30' minutes 32" seconds East, a distance of 115.00 feet along the northerly curbline of Pfeiffer Street to a point, thence;
- (5) South 31° degrees 08' minutes 16" seconds West, a distance of 248.33 feet along the northwesterly curbline of Bank Street to a point, thence;
- (6) South 45° degrees 14' minutes 06" seconds West, a distance of 242.79 feet still along the northwesterly curbline of Bank Street to a point, thence;
- (7) North 58° degrees 51' minutes 44" seconds West, a distance of 492.39 feet along the northerly curbline of Randolph Street to a point, thence;
- (8) North 10° degrees 13' minutes 59" seconds West, a distance of 773.06 feet along the easterly curbline of 20th Street to a point, thence;
- (9) North 30° degrees 47' minutes 26" seconds East, a distance of 357.83 feet along the southeasterly curbline of Watson Street to a point, thence;
- (10) South 59° degrees 12' minutes 34" seconds East, a distance of 281.00 feet along the southerly curbline of Boyd Street to a point, thence;
- (11) North 30° degrees 47' minutes 26" seconds East, a distance of 234.09 feet along the easterly curbline of Berwick Street to a point, thence;

- (12) South 59° degrees 12' minutes 34" seconds East, a distance of 785.07 feet along the southwesterly curbline of Morse Street to a point, thence;
- (13) South 31° degrees 08' minutes 16" seconds West, a distance of 240.70 feet along the northwesterly curbline of Bank Street to a point, thence;
- (14) North 58° degrees 30' minutes 32" seconds West, a distance of 135.00 feet along the southeasterly curbline of Boyd Street to a point, thence;
- (15) South 31° degrees 08' minutes 16" seconds West, a distance of 13.85 feet to a POINT AND PLACE OF BEGINNING.

ALL of the above recited bearings are referenced to a plan entitled "Proposed Major Subdivision Plan of Peter J. McGuire Gardens", prepared by Reutter Engineering, dated September 14, 1998, or last revised.

CONTAINING 22.33 Acres or 972,535 square feet of land more or less.

ALL of the recited bearings are based on the above referenced map.

THE above described tract of land is subject to all easements and restrictions of the record.



Robert Ent, Jr.
Professional Land Surveyor
N.J.P.L.S. Lic. No. GS43258

EXHIBIT "B"
FINANCIAL AGREEMENT BETWEEN MCGUIRE PRESERVATION URBAN
RENEWAL, LLC AND THE CITY OF CAMDEN, NEW JERSEY

Exhibit A - Property Description

1. THE PROPERTY. The Housing Authority of the City of Camden at 2021 Watson Street, 2nd Floor, Camden, New Jersey 08105 is the owner in fee simple of certain real property designated as: Block 1204, Lot 2; Block 1204.01, Lot 2.01; Block 1223.01, Lot 1; Block 1223.02, Lot 2; Block 1223.03, Lot 3; Block 1223.04, Lot 4; Block 1223.05, Lot 5; Block 1224.01, Lot 1; Block 1224.02, Lot 2; Block 1224.03, Lot 3; Block 1224.04, Lot 4; Block 1224.05, Lot 5; Block 1224.06, Lot 6; Block 1224.07, Lot 7; Block 1224.08, Lot 8; Block 1224.09, Lot 9; Block 1225, Lot 95; Block 1225.01, Lot 1; Block 1226, Lot 96; and Block 1226.01, Lot 1 on the tax map of the City of Camden, Camden County, the New Jersey

EXHIBIT "B"

**FINANCIAL AGREEMENT PURSUANT TO
THE LONG TERM TAX EXEMPTION LAW
N.J.S.A. 40A:20-1 ET. SEQ.**

**BETWEEN THE CITY OF CAMDEN
AND
McGUIRE PRESERVATION URBAN RENEWAL, LLC**

This Financial Agreement (this "Agreement") is made and entered into as of this _____ day of March, 2017, by and between the **City of Camden**, a Municipal Corporation of the County of Camden and State of New Jersey, hereinafter referred to as the "City" and **McGuire Preservation Urban Renewal, LLC (MGP, LLC)**, a New Jersey limited liability company having its principal office at: 3 East Stow Road, Suite 100, Marlton, NJ 08053, hereinafter referred to as the "MGP, LLC, which is qualified to do business under the provisions of the "Long Term Tax Exemption Law of 1998", as amended, said law being set forth in N.J.S.A. 40A:20-1- through 20 (hereinafter referred to as the "Act").

WITNESSETH:

WHEREAS, MGP, LLC has proposed the renovation and preservation of two residential units as identified on the attached Exhibit A on the Tax Map of the City of Camden (the "Property") to continue their use, preserve and rehabilitate 253 units of affordable rental housing located within the City (the "Project" or the "Improvements"); and

WHEREAS, in accordance with the Act, MGP, LLC has heretofore made written application to the City for approval of a tax exemption for the Project; and

WHEREAS, the City Council by Ordinance adopted and approved said Application on April 11, 2017, a copy of such Application and a certified copy of such Ordinance of approval being attached hereto as Exhibit "B" and Exhibit "C" respectively; and

WHEREAS, the City believes that the in lieu of tax consideration to be given the Project pursuant to this Agreement affords maximum redevelopment of the Property and is, therefore, in the best interest of the City and the health, safety, morals and welfare of its residents and is in accordance with the provisions of the Act and the public purposes pursuant to which the development and preservation of affordable housing in the Project's area of the City has been undertaken and is being assisted in accordance with the applicable provisions of State law:

NOW THEREFORE, it is mutually agreed as follows:

1. This Agreement shall be governed by the provisions of the Act, it being expressly understood and agreed that the City relies upon the facts, data and representations contained in the Application, and MGP, LLC covenanting and agreeing to use its reasonable best efforts to conform in the development, rehabilitation, preservation and operation of the Project to the matters and things set forth in the Application; that is, the manner in which MGP, LLC proposes to develop, manage and operate the Project and the plans for financing the Project, it being understood, however, with respect to the Project costs, interest rate, financing terms and mortgage amortization, rents and lease terms, that the same are projected and estimated and may be modified as particular circumstances may require, but that in all material respects it is the intent of MGP, LLC to comply as closely as shall be practicable with the information and representations set forth in the said Application. This agreement shall be subject to the US Department of Housing and Urban Development Davis-Bacon wage requirements. The Developer will negotiate a Project Labor Agreement for this project consistent with the rates set forth in that schedule.

2. (a) The City hereby grants to the MGP, LLC to the extent provided in this Agreement exemption from real property taxation *on the land comprising the Property and the*

Improvements thereon for a period of not more than thirty (30) years from the "Date of Completion of the Project" (as hereinafter defined). Such tax exemption shall be claimed and allowed in the same or similar manner as in the case of other real property exemptions. In the event that the exemption status changes during a tax year, the procedure for the apportionment of taxes for said year shall be the same as in the case of other changes in the tax exemptions status during the tax year.

(b) As used herein, the term "Date of Completion of the Project" is defined as the date of issuance by the City of a Certificate of Occupancy or Temporary Certificate of Occupancy for the Project. If the City issues more than one Certificate of Occupancy for the Project, the parties stipulate that for purposes of establishing the term of the exemption and for ease of administration, the Date of Completion of the Project will be the date on which the City issues the Certificate of Occupancy or Temporary Certificate of Occupancy for the last unit of the Project. MGP, LLC shall promptly provide copies of all Certificates of Occupancy or the Temporary Certificates of Occupancy to the Tax Assessor and the Tax Collector along with a request that the tax exemption be implemented. The tax exemption shall commence for each parcel of the Project on the Date of Completion of the Project (the "Effective Date") notwithstanding different parcels or units may be occupied earlier than others. This Agreement shall run for the full thirty (30) years from the Date of Completion of the Project but in no event longer than thirty-five (35) years from the date of execution of this Agreement, so that the tax exemption for all parcels within the Project shall terminate simultaneously.

3. (a) In consideration for the tax exemption, MGP, LLC shall make payment to the City of an annual service charge ("Annual Service Charge") for municipal services supplied to the Project based on a percentage of the "Gross Shelter Rents" of the Project. The Annual

Service Charge shall be adjusted from time to time following the submission by MGP, LLC's annual Auditor's Report as provided in Section 3 (b) below. MGP, LLC and City specifically agree that, in the interpretation and administration of this paragraph:

(i) Gross Shelter Rents shall be calculated by taking the Annual Gross Revenue (defined below) and subtracting therefrom (a) a five percent (5%) vacancy allowance as set forth in Exhibit "D" attached hereto and (b) the costs of the Common Utilities (defined below) paid by MGP, LLC;

(ii) the computation of "Annual Gross Revenue" shall include: (a) all income of the Project, including without limitation, all rental income, commercial income, parking income, laundry machine income and (b) any governmental rental or operating subsidy;

(iii) MGP, LLC and the City acknowledge that the figures contained in Exhibits B and D are projections only and that the calculation of Gross Shelter Rents will be based on actual income and expenses.

(b) The Annual Service Charge shall be calculated as follows: Commencing on the Effective Date and continuing for a period of thirty (30) years after the Date of Completion of the Project, the Annual Service Charge shall be five percent (5.0%) of the Project's Gross Shelter Rents;

(c) MGP, LLC shall be entitled to credit against each payment of the Annual Service Charge for the amount, without interest, of the real estate taxes paid on the Property in the last four (4) preceding quarterly installments preceding such payment of the Annual Service Charge.

(d) Notwithstanding the provisions of this Agreement to the contrary, the Annual Service Charge shall in no case be less than the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject

to taxation ("Minimum Annual Service Charge"). The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge calculated pursuant to paragraph 3(b) above is less than the Minimum Annual Service Charge. The Minimum Annual Service Charge shall be \$40,000. In each year during the term hereof, the Minimum Annual Service Charge will be increased as follows commencing on the first anniversary of the first full year after the Date of Completion of the Project: the prior year's Gross Shelter Rents shall be multiplied by 1.5% and that product shall then be multiplied by 5.0% and the amount by which that product shall exceed the prior year's Minimum Annual Service Charge shall then be added to the prior year's Minimum Annual Service Charge (the "New Minimum Annual Service Charge"). Provided, however, in resetting New Minimum Annual Service Charge annually in no case may the New Minimum Annual Service Charge ever exceed the actual Gross Shelter Rents for the prior year utilizing a vacancy allowance of ten (10%) percent in place of the allowance set forth in Paragraph 3(a)(i)(a). Examples of how this shall operate are set forth on Exhibit "F" attached hereto.

(e) Water, sewer, gas and electric charges that are for common areas within the Project and not for a specific unit within the Project and water and sewer charges for tenant units (the "Common Utilities") shall be paid by MGP, LLC. Each tenant within the Project will pay their own utility charges.

(f) The City acknowledges that the rents at the Property are subject to the jurisdiction of HUD, are not subject to any rent control or rent leveling ordinance of the City.

4. A Financial Plan, showing the anticipated Project funding, and a Fiscal Plan, computing the estimated Annual Service Charge, are attached hereto as Exhibit "E" and made a part hereof.

5. MGP, LLC further covenants and agrees as follows:

(a) To limit its profits and dividends from operations payable in accordance with the provisions of the Act.

(b) During the period of tax exemption, MGP, LLC shall distribute any excess profits earned by it in accordance with N.J.S.A. 40A:20-15. MGP, LLC shall have the right to establish and maintain reserves against vacancies, unpaid rentals and contingencies in an amount not exceeding 10% of the gross revenues of MGP, LLC for the fiscal year preceding the year for which a determination is being made with respect to allowable net profit; and, MGP, LLC may retain such part of any excess net profit as may be necessary to eliminate the deficiency, if any, in such reserves.

(c) To pay the Annual Service Charge as provided for in paragraph 3 hereof, on a quarterly basis, in a manner consistent with the municipality's tax collection schedule. In the event MGP, LLC fails to so pay within the time set forth in (d) below, the amount unpaid shall bear the same rate of interest permitted in the case of the unpaid taxes or tax liens on land until paid ("Late Fee"). For the first year after the Effective Date, the Tax Collector shall issue quarterly bills based on the Minimum Annual Service Charge set forth in Paragraph 3(d) on a pro-rated basis. Thereafter quarterly bills will be based on the actual Gross Shelter Rents of the prior year, if same has been provided to the Tax Collector, or the prior year's projection of Gross Shelter Rents. Within ninety (90) days after the City's receipt and review of the Auditor's Report described in Paragraph 6(e), the City shall adjust the Annual Service Charge to reconcile with MGP, LLC's actual Gross Shelter Rents. The City will promptly issue a credit where it is determined that there has been an overpayment or a bill where it is determined that there has been an underpayment of the Annual Service Charge.

(d) The failure of MGP, LLC to pay any quarterly installment of the Annual Service Charge and/or sewer and water charge payments, in a timely manner shall constitute a violation and breach of this Agreement. With respect to delinquent water and sewer charges, the City shall retain all rights reserved to municipalities under New Jersey law and the Code of the City of Camden, New Jersey Chapters 564 and 465, including the right to proceed against MGP, LLC's interest in the property and its ownership interest in the Improvements pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:55-1, et seq. In the event that MGP, LLC shall fail to pay the Annual Service Charge within 30 (thirty) days after said payment is due, then the City shall send written notice to MGP, LLC and any Lender entitled to Notice hereunder that said payment is overdue and MGP, LLC is in Default under terms of this Agreement (the "Default Notice"). In the event that MGP, LLC fails to make payment of the delinquent installment of the Annual Service Charge and/or sewer and water charges together with the Late Fee within sixty (60) days after the date of the Default Notice, then this Agreement shall terminate on the sixty(60th) day after the date of the Default Notice.

(e) To submit annually, within ninety (90) days after the close of each of its fiscal years, to the City's Chief Financial Officer and the Municipal Clerk, a financial audit which audit shall include a note disclosure which both defines and calculates the amount of Annual Service Charge due for that audit year, which calculations shall be attested to by the Certified Public Accountant of MGP, LLC as to the accuracy of the computation and the compliance with this Agreement. MGP, LLC's fiscal year runs from January 1 to December 31. Such auditor's report shall include, but not be limited to, a rental schedule of the Improvements, the terms and interest rate on any mortgage associated with the Property and the Improvements, and such

details as may relate to the financial affairs of MGP, LLC and its operation of the Improvements and performance under this Agreement.

(f) Following receipt of the annual audit and transmittal letter required by subsection (e) above, the Chief Financial Officer shall modify the Annual Service Charge for the then-current year. The service charge for the remainder of the then-current calendar year, following receipt of the audit and transmittal letter, shall be increased (or decreased) by the difference between the audited amount and the amount paid in the previous calendar year with the intention that, by the end of that calendar year, MGP, LLC will have paid an Annual Service Charge equal to the amount identified in the most recent audit. For each calendar year, the quarterly service charge payments shall be one quarter of the audited service charge set forth in the audited financial statement for the previous calendar year as adjusted to take into account any underpayment or overpayment in previous payments that calendar year.

Upon initial review of the audit and schedule of payments stated in the cover letter, the Chief Financial Officer or designee may acknowledge acceptance of the audit and payment schedule while reserving the Chief Financial Officer's right to contest or modify the audit and payment schedule upon a more detailed examination of the audit. The City may undertake its audit, if at all, not later than 90 days after delivery of MGP, LLC's audit above. Should the Chief Financial Officer not issue its preliminary acceptance of the audit and proposed payment schedule before the next quarterly payment is due, then MGP, LLC shall continue to make quarterly payments equal to the first quarter payment.

Upon finalizing the audit for the previous year, MGP, LLC will have thirty (30) days from receipt of an invoice or other written notice from the City to pay any additional amounts owed for the previous year or that would have been owed in the previous quarters of the current

year if the audit had been accepted before those payments were made. Interest and penalties shall not be imposed upon any shortfall for the previous year or previous quarters if payment is made within thirty (30) days of receipt of an invoice or other written notice from the Chief Financial Officer.

(g) If the City and MGP, LLC dispute either (i) the correctness of the audit, or (ii) the calculation of the Annual Service Charge, the matter shall be submitted to the American Arbitration Association in Camden, New Jersey to be determined in accordance with its rules and regulations in such a fashion as to accomplish the purposes of the Act. Cost for said arbitration shall be borne equally by the parties.

(h) Upon request of the City, to permit inspection of the property, equipment, buildings and other facilities of MGP, LLC at the Project, and to permit examination and audit of any of its books, contracts, records, documents and papers relating to this Agreement or the Project, by duly authorized representatives of the City, provided same are at reasonable hours on reasonable notice and in the presence of designated representatives of MGP, LLC.

(i) At all times prior to the expiration or other termination of this Financial Agreement, to remain bound by the provisions of the Act.

(j) Not to effect or execute any agreement, lease, conveyance, or other instrument, whereby the Project, or any part thereof, or the use thereof, is restricted upon the basis of race, color, creed, religion, ancestry, national origin, sex, or marital status, in sale, lease or occupancy thereof, nor to discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, or marital status, in the sale, lease, or rental, or in the use or occupancy of the Project or any Improvement erected or to be erected thereon, or any part thereof, and to comply with all

State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, creed, religion, ancestry, national origin, sex or marital status.

(k) That operation under this Agreement shall be terminable by MGP, LLC in the manner provided under the Act.

(l) That MGP, LLC's agreement to pay (1) the Annual Service Charge, including the methodology of computation thereof; (2) water and sewer charges, and (3) any interest payments due pursuant this Agreement (collectively the "Material Conditions") are material conditions of the Agreement. The Material Conditions shall be deemed independent and severable, and the invalidity or unenforceability of any other provision or portion of this Agreement shall not affect the enforceability or validity of the Material Conditions.

(m) It shall be the obligation of MGP, LLC to make application for and make all reasonable efforts to obtain Certificates of Occupancy for the Improvements in a timely manner as identified in the Application. The failure of MGP, LLC to use reasonable efforts to secure and obtain the Certificate of Occupancy for the Improvements shall constitute a Default by MGP, LLC provided the City has reasonably cooperated in processing MGP, LLC's request for the issuance of such Certificate of Occupancy. In the event that MGP, LLC does not obtain a Certificate of Occupancy within _____ years after the date hereof then this Agreement will terminate.

6. It is understood and agreed that, at the end of thirty (30) years from the Date of Completion of the Project, as defined herein, the tax exemption upon the Project shall thereupon absolutely cease, and the property and Improvements comprising the Project shall thereupon be assessed and taxed according to general law as other property in the City is assessed and taxed and, on the date on which the tax exemption upon the Project absolutely ceases, as described

above, all restrictions and limitations herein contained as provided by law shall absolutely terminate and be at an end and MGP, LLC shall thereupon render its final account to the City.

7. (a) The City, on written application by MGP, LLC, will not unreasonably withhold, delay or condition its consent to a transfer of MGP, LLC's interest in the Property, the Improvements and this Agreement to an entity eligible to operate the Project under the Act (a "Permitted Transferee"), provided (1) there is at the time of the request no uncured event of default by MGP, LLC regarding any performance required of it under this Agreement, (2) MGP, LLC has fully complied with the Act at the time of the request and (3) the Permitted Transferee fully assumes MGP, LLC's obligations under this Agreement. Notwithstanding the foregoing, upon written notice by any lender advancing funds to MGP, LLC for the development of the Project (a "Lender"), whether or not there is an uncured event of default by MGP, LLC under this Agreement, the City will consent to a transfer of MGP, LLC's interest in the Property, the Improvements, and this Agreement to a Lender or any entity organized, controlled or designated by the Lender (a "Lender Transferee") which succeeds to the interest of MGP, LLC in the Property and the Improvements as a result of the foreclosure of the leasehold mortgage held by the Lender or by assignment of such interest to the Lender Transferee in lieu of foreclosure, provided that the Lender Transferee complies with the requirements of the Act and continues to operate the Improvements as contemplated by this Agreement. Upon the assumption by the Permitted Transferee and/or Lender Transferee of the remaining obligations under this Agreement, the tax exemption of the improvements of the Project shall continue and inure to the Permitted Transferee and/or Lender Transferee, their respective successors or assigns.

(b) The City and MGP, LLC acknowledge that subsequent changes or expansions within the area of the Project may occur which may not now be in the contemplation of the

parties. In connection with such changes or expansions, the City agrees that unimproved portions of the Project area (including surface parking areas) may be withdrawn by MGP, LLC from the coverage of this Agreement upon written notice to the City. Any such withdrawals shall not affect the continued applicability of the Agreement to the remainder of the Project.

(c) The City recognizes and acknowledges that MGP, LLC is a New Jersey limited liability company and as such intends to sell ownership interests in MGP, LLC through syndication of certain low income housing tax credits allocated to MGP, LLC. The City specifically recognizes and consents to such syndication and sale or resale of ownership interests in MGP, LLC.

8. MGP, LLC may at any time after the expiration of one (1) year from the Date of Completion of the Project notify the City that, as of a certain date designated in said notice, it relinquishes its tax exemption status as to all or any designated portion of the Project. As of the date so set, the tax exemption, the service charges, the profit restrictions and all other restrictions and limitation imposed by this Agreement or by the Act shall terminate as to the Project or any designated portion of the Project, as applicable.

9. Upon any termination of such tax exemption, obligation and restrictions, whether by affirmative action of MGP, LLC as provided in paragraph 8 above or by the provisions of the Act or pursuant to this Agreement, the date of such termination shall be deemed to be the end of the fiscal year of MGP, LLC, and within ninety (90) days after the date of such termination MGP, LLC shall pay to the City a sum equal to the amount of the reserve described in Section 6(b) above, if any, maintained pursuant to N.J.S.A. 40A:20-16, as well as the excess profit, if any, payable pursuant to N.J.S.A. 40A:20-16, and pursuant to paragraph 5 of this Financial Agreement by reason of the treatment of such date as the end of the fiscal year.

0-4

DB:dh
08-08-23

**ORDINANCE FURTHER AMENDING AND SUPPLEMENTING AN ORDINANCE
FIXING THE SALARY RANGES TO BE PAID TO CERTAIN OFFICERS AND
EMPLOYEES IN THE UNCLASSIFIED SERVICE OF THE CITY OF CAMDEN
ADOPTED DECEMBER 23, 1982 (MC-1917) AS AMENDED AND MADE EFFECTIVE
JUNE 1, 2023**

BE IT ORDAINED, by the City Council of the City of Camden that, an ordinance entitled, "An Ordinance Fixing the Salary Ranges to Be Paid Certain Officers and Employees in the Classified and Unclassified Service of the City of Camden", adopted December 23, 1982 (MC-1917) is amended and supplemented as stated herein, with attachments, as follows:

SECTION 1. AMENDING the salary and wage schedule to change the salary range of "Temporary/Seasonal" titles effective June 1, 2023 as follows:

TITLE	
Neighborhood Program Aide	\$15.00-\$25.00
Seasonal Recreation Supervisor	\$14.13-\$18.00
Seasonal Recreation Leader	\$14.13-\$17.00
Seasonal Recreation Aide	\$14.13-\$15.00
Seasonal Life Guard	\$14.13-\$18.00
Seasonal Truck Driver	\$14.13-\$15.00
Temporary Clean Neighborhood Program Aide	\$17.00
Temporary Laborer	\$17.00

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

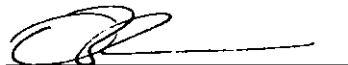
SECTION 3. This ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

SECTION 4. If any provision of this ordinance is declared invalid, such invalidity shall not effect 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: August 8, 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 REQUEST FORM

Council Meeting Date:

TO: Timothy J. Cunningham, Esq., Business Administrator

DATE: July 13, 2023

FROM: Lisa Y. Picon

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Ordinance further amending and supplementing an ordinance fixing the salary ranges to be paid to certain officers and employees in the unclassified service of the City of Camden adopted December 23, 1982 (MC-1917) is amended effective June 1, 2023.

Table with 2 columns: TITLE, Salary Effective June 1, 2023. Rows include Neighborhood Program Aide, Seasonal Recreation Supervisor, Seasonal Recreation Leader, Seasonal Recreation Aide, Seasonal Life Guard, Seasonal Truck Driver, Temporary Clean Neighborhood Program Aide, and Temporary Laborer.

BRIEF DESCRIPTION:

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S):

AMOUNT:

Approval lines for Relevant Director, Grants Management, and Finance Director, including a checkbox for CAF - Certifications of Availability of Funds.

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****

Approved by Purchasing Agent: _____

Approved by Business Administrator: _____

Received by City Attorney: _____

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	_____ Lisa Y. Picón	_____ 7676
Contact Person:	_____ Lisa Y. Picón	_____ 7676

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******

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 CAMDEN CODE

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:

CHAPTER 840 WATER

PART 1 GENERAL PROVISIONS

ARTICLE 1; Connections and Repairs

Section 840-1. Same.

Section 840-2. Same.

Section 840-3. Same.

Section 840-4. Same.

Section 840-5. Same.

Section 840-6. Same.

Section 840-7. Same.

Section 840-8. Same.

Section 840-9. Same.

Section 840-10. Same.

Section 810-11. Lead Service Lines Replacement Program

A. 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.

B. 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.

C. 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.

D. Authorization to Access Property.

- a) Notwithstanding Section C above, 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.

E. 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.

BE IT FURTHER ORDAINED that that any portion of the Camden City Code not herein amended and supplemented shall remain in full force and effect.

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 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.

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

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

Date of Introduction: August 8, 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

0-6

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 lead 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 ¹

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 Charges

	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
Unmetered Residential (based on 48 CCF)	\$123.40	\$150.34	\$159.80	\$169.36	\$179.45	\$190.12
Unmetered Commercial (based on 96 CCF)	\$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.

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: August 8, 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
08-08-23

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, Barbara V. Carter, 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 1281 Dayton Street; and

WHEREAS, Tamiyah D. Hairston 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 2920 Kansas Road; and

WHEREAS, Edelmira Friasdemoreno 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 1025 Spruce Street; and

WHEREAS, Ruben Chaparro upon providing the appropriate proof that he is the holder of the required specifications, seeks to have accessible parking as a Type #1 permit in front of or near his home at 1255 Landsdowne Avenue; and

WHEREAS, Maria S. Lopez, 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 815 Lois Avenue; and

WHEREAS, Sharon L. Fields-Langston, 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 2912 N. Constitution Road; 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.

Date of Introduction: August 8, 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: AUGUST 8, 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		7/19/23	

Approved by:
Business Administrator

Signature

Date

Attachments:

1. Disabled Parking Approvals Submission – August 8, 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

JUL 28 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

Name

Phone/Email



INDIVIDUALS WITH DISABILITIES
HANDICAPPED PARKING ZONE APPROVALS
Submitted for City Council Meeting of: August 8, 2023

APPLICANT	ADDRESS	FEE PAID	PLACARD #/ PLATE #	PERMIT TYPE
1. Barbara V. Carter	1281 Dayton St	120.00	P2653659	TYPE 1
2. Tamiyah D. Hairston	2920 Kansas Rd	120.00	P2501070	TYPE 1
3. Edelmira Friasdemoreno	1025 Spruce St	120.00	P2697002	TYPE 1
4. Ruben Chaparro	1255 Landsdowne Ave	120.00	P2674620	TYPE 1
5. Maria S. Lopez	815 Lois Ave	145.00	5777HJ	TYPE 2
6. Sharon L. Fields-Langston	2912 N. Constitution Rd	145.00	8369HE	TYPE 2

DB:dh
08-08-23

0-8

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

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

3032 Essex Road	Florence Lindsey
3028 Essex Road	Constance Fortune
1452 Belleview Avenue	Luis Padilla

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: August 8, 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: AUGUST 8, 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		7/19/23	

Approved by:
Business Administrator

Signature

7/27

Date

Attachments (list and attach all available):

1. Disabled Parking Removals Submission – August 8, 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

JUL 28 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

Name

Phone/Email



INDIVIDUALS WITH DISABILITIES
DESIGNATED PARKING ZONE REMOVALS
Submitted for City Council Meeting of: August 8, 2023

APPLICANT	ADDRESS	REASON FOR REMOVAL OF ZONE
1. Florence Lindsey	3032 Essex Rd.	no response to renewal correspondence
2. Constance Fortune	3028 Essex Rd.	no response to renewal correspondence
3. Luis Padilla	1452 Belleview Ave	no response to renewal correspondence

Ordinances 2nd
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 28TH 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

DB:dh
07-11-23

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

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.

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

ORDINANCE AMENDING MC-5371, ADOPTED ON FEBRUARY 8, 2022 WHICH WAS AMENDED BY MC-5414, ADOPTED ON OCTOBER 11, 2022, FURTHER AMENDED BY MC- 5426, ADOPTED ON NOVEMBER 10, 2022, AND THEN FURTHER AMENDED BY MC-5427, ADOPTED ON DECEMBER 13, 2022, GOVERNING THE ESTABLISHMENT AND CONTROL OF RECREATIONAL CANNABIS LICENSES IN THE CITY OF CAMDEN

WHEREAS, on February 8, 2022, the City of Camden adopted an ordinance, MC-5371, establishing and controlling recreational cannabis licenses in the City of Camden which was amended by MC-5414, adopted on October 11, 2022, further amended by MC- 5426, adopted on November 10, 2022, and then further amended by MC-5427, adopted on December 13, 2022; and

WHEREAS, the City Council of the City of Camden is now seeking to further amend MC-5371, adopted on February 8, 2022 which was amended by MC-5414, adopted on October 11, 2022, further amended by MC- 5426, adopted on November 10, 2022, and then further amended by MC-5427, adopted on December 13, 2022; now therefore

BE IT ORDAINED by the City Council of the City of Camden that MC-5371, adopted on February 8, 2022 which was amended by MC-5414, adopted on October 11, 2022, further amended by MC- 5426, adopted on November 10, 2022, and then further amended by MC-5427, adopted on December 13, 2022 is hereby further amended as follows:

870-38 – PERMITTED USES IN CERTAIN DISTRICTS – CANNABIS LICENSED BUSINESSES – ISSUANCE OF LICENSES AND PERMITS

D. Licensing

1. Local licensing authority.

a. The Camden Cannabis Committee is hereby designated to act as the local licensing authority for the City for all cannabis establishments. The Camden Cannabis Committee shall consist of the following individuals: the Business Administrator, the City Attorney, the Director of Planning and Development, the Director of Code Enforcement, the Mayor’s Chief of Staff, the Chief of the Camden County Police Department, Metro Division, or his/her designee. Under all circumstances in which State law requires communication to the City by the Cannabis Regulatory Commission or any other State agency with regard to the licensing of cannabis establishments by the State, or in which State law requires any review or approval by the City of any action taken by the State licensing authority, the exclusive authority for receiving such communications and granting such approvals shall be exercised by the Camden Cannabis Committee.

b.-j. Same

2. Same.

3. Same.

4. Same.

5. Application Process

a. Same.

b. Same.

c. Same.

d. Same.

e. Same.

f. The applicant shall submit, to the satisfaction of the Cannabis Committee, proof of financial capability to open and operate the cannabis establishment for which the applicant is seeking a license. Standards for proof of financial capability shall be determined by the Cannabis Committee and shall take into account the differences in financial capability that exist between a microbusiness and a standard license applicant.

g. Same.

- h. The Cannabis Committee shall evaluate all applicants and issue a notification of award after consideration and evaluation of the following criteria:
 - 1. Same.
 - 2. Same.
 - 3. Same.
 - 4. Same.
 - 5. Same.
 - 6. Same.
 - 7. Consideration of the New Jersey Cannabis Regulatory, Enforcement Assistance and Marketplace Modernization Act, N.J.S.A. 24:6I-32 et seq. and its underlying principles of diversity, equity and inclusion for which the Act was enacted.
 - 8. [formerly 7] Same.
 - 9. [formerly 8] Same.
 - 10. [formerly 9] Same.
 - 11. [formerly 10] same.
 - 12. [formerly 11] Same.
 - 13. [formerly 12] Same.
- i. Same.
- j. Same.
- k. Prior to an application for any cannabis license being approved, the Cannabis Committee shall direct the applicant to provide written notice to all property owners and renters who reside within two-hundred feet of the applicants' proposed cannabis business location. The applicant shall provide the Cannabis Committee with a copy of the written notice provided to these property owners and renters, the means used to provide such notice, and documentation indicating the number of property owners and renters who were so notified by the method used to provide such notice.
- l. [formerly k] Term of license renewals.
 - 1. Same.
 - 2. Same.
 - 3. Same.
 - 4. Transfer of ownership of any local license or change of location of any license or modification to expand a licensed premise shall be subject to approval by the Cannabis Committee and City Planning Board and Zoning approval.
 - 5. Except where the Cannabis Committee has received a complete renewal application along with the requisite fees, and has issued a license renewal, it shall be unlawful for any person to manufacture, sell, distribute, transfer, transport, or otherwise remove cannabis or cannabis products from the premises of any license after the expiration date recorded on the face of the license. A license renewal application shall consist of the following:
 - a. The original application and any supplemental documents submitted by the applicant which led to the approval of the application for a cannabis license by the Cannabis Committee.
 - b. Documents indicating any material changes which have occurred with regard to:
 - 1. the original application;
 - 2. any supplemental documents submitted by the applicant in support of the original application; or

3. any changes to the current cannabis business or its location which led to the approval of the application for a cannabis license by the Cannabis Committee.

I. DISTANCE REQUIREMENTS

1. Cannabis Business; All Classes
 - a. Same.
 - b. Same.
 - c. In addition to any other requirements and limitations established by the Commission from time to time, a cannabis business shall not be co-located within any structure or building that is also being utilized for residential use.
 - d. At the time that an application for any cannabis license is submitted to the Cannabis Committee, the application shall also include a certified survey establishing that the proposed cannabis business location meets the distance requirements established herein as well as establishing that the proposed location meets all zoning requirements.

BE IT FURTHER ORDAINED that following introduction and prior to adoption, the Clerk shall cause a copy of this ordinance to be referred to the City of Camden Planning Board for review pursuant to *N.J.S.A. 40:55D-26*.

BE IT FURTHER ORDAINED that any portion of the MC-5371, adopted on February 8, 2002, amended by MC-5414, adopted on October 11, 2022, further amended by MC- 5426, adopted on November 10, 2022, and then further amended by MC-5427, adopted on December 13, 2022, not herein amended and supplemented shall remain in full force and effect.

BE IT FURTHER ORDAINED that that any portion of the Camden City Code not herein amended and supplemented shall remain in full force and effect.

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

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

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

Date of Introduction: July 18, 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

FUENTES
8/8/2023

R-1

**RESOLUTION APPOINTING GWENDOLYN TORRES TO SERVE AS A
COMMISSIONER OF THE HOUSING AUTHORITY OF THE CITY OF CAMDEN
FOR A TERM OF FIVE (5) YEARS**

WHEREAS, the statutes of the State of New Jersey have authorized the creation of the Housing Authority of the City of Camden; and

WHEREAS, the City of Camden did by ordinance create the Housing Authority of the City of Camden; and

WHEREAS, five (5) Commissioners of the Housing Authority of the City of Camden are by statute, N.J.S.A. 40A:12A-17, appointed by the City Council of the City of Camden; and

WHEREAS, the term of Former Commissioner Deborah Keyes expired on or about June 13, 2022; and

WHEREAS, GWENDOLYN TORRES, has been submitted by a member of City Council, to replace Deborah Keyes as a Commissioner of the Housing Authority of the City of Camden; and


WHEREAS, the qualifications of said nominee, **GWENDOLYN TORRES**, has been reviewed by the Municipal Appointments Committee of City Council members and this Committee is satisfied as to her fitness for appointment and now recommends **GWENDOLYN TORRES** to be appointed as a Commissioner of the Housing Authority of the City of Camden; now therefore

BE IT RESOLVED, by the City Council of the City of Camden that, pursuant to N.J.S.A. 40A:12A-17, **GWENDOLYN TORRES** is hereby appointed as a Commissioner of the Housing Authority of the City of Camden, for a term of five (5) years.

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: August 8, 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-2

FUENTES
8/8/2023

RESOLUTION RESCINDING MC-23:8944, MC-23:8945 AND MC-23:8979, APPROVED ON MAY 9, 2023, WHICH APPOINTED MEMBERS OF THE PUBLIC TO THE "FERAL CAT AD HOC COMMITTEE" AND REPLACING THOSE MEMBERS OF THE FERAL CAT AD HOC COMMITTEE WITH THREE (3) MEMBERS OF CITY COUNCIL OF THE CITY OF CAMDEN

WHEREAS, the City Council of the City of Camden approved Resolution MC-23:8888 which established a "Feral Cat Ad Hoc Committee"; and

WHEREAS, the City Council of the City of Camden now seeks to rescind MC-8944, MC-23:8945 and MC-23:8979, all approved on May 9, 2023, which appointed three (3) members of the public to the "Feral Cat Ad Hoc Committee" and now replace those three (3) members with members of City Council; now therefore

BE IT RESOLVED, by the City Council of the City of Camden that it hereby rescinds Resolutions MC-23:8944, MC-23:8945 and MC-23:8979, all approved on May 9, 2023 which appointed members of the public to the "Feral Cat Ad Hoc Committee".

BE IT FURTHER RESOLVED, by the City Council of the City of Camden that it hereby appoints the following members of City Council to serve on the Feral Cat Ad Hoc Committee: Council President Angel Fuentes, Councilperson Nohemi G. Soria-Perez and Councilperson Jannette Ramos.

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: August 8, 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

FUENTES
8/8/2023

**RESOLUTION HONORING ERNIE HUGGARD UPON HIS RETIREMENT
FROM FIRST HARVEST CREDIT UNION**

WHEREAS, Ernie Huggard retired from First Harvest, effective June 2023, after years of dedicated service to the residents of Camden City and beyond; and

WHEREAS, First Harvest is very proud of Ernie's Military Service where he ended that career in 2007 and retired as Lieutenant Colonel with the NJ National Guard. During his service, he earned three meritorious awards and several achievement medals. Ernie joined South Jersey Federal Credit Union as Chief Financial Officer in May 2015; he was promoted to President and Chief Executive Officer in April 2016 and was then promoted to Executive Vice President in May 2017. Ernie managed several Major conversions including the Company's Name change to First Harvest Credit Union; and

WHEREAS, Ernie has always been a hard working person, eager to learn as he advanced in his career. He performed his duties to the utmost standards and never hesitated to offer a helping hand to any of his peers. Through his career, he developed great relationships with not only co-workers but also with residents and vendors he has encountered along the way; and

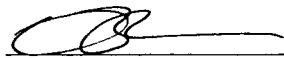
WHEREAS, it is appropriate from time to time that this City Council of the City of Camden honor those individuals who have served the residents of the Camden City and the general public with dedication and distinction; now, therefore

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

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

Date: August 8, 2023

The above has been reviewed
and approved as to form



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk



Camden City Council
RESOLUTION / ORDINANCE REQUEST FORM

DATE: July 20, 2023

Council Meeting Date: August 8, 2023

FROM: Councilperson

- Angel Fuentes, President
- Sheila Davis, Vice President, At-Large
- Shaneka Boucher, 1st Ward
- Chris Collins, 2nd Ward

- Marilyn Torres, 3rd Ward
- , 4th Ward
- Nohemi G. Soria-Perez, At-Large

Action Requested:

RESOLUTION HONORING ERNIE HUGGARD UPON HIS RETIREMENT FROM FIRST HARVEST CREDIT UNION

****Please attach any supporting documents

Angel Fuentes /nfb

7/20/23

Signature of Councilperson

Date

R-4
revised

TORRES
8/8/2023

RESOLUTION AUTHORIZING THE CEREMONIAL NAMING OF MAGNOLIA AVENUE, BETWEEN WILDWOOD AVENUE AND BAIRD BOULEVARD AS "COLANDUS KELLY FRANCIS WAY" IN THE CITY OF CAMDEN

WHEREAS, Colandus "Kelly" Francis departed this life and peacefully entered into eternal life on march 26, 2022, at the blessed age of 87 years; and

WHEREAS, Kelly Francis moved to the Parkside area of the City of Camden in 1949; and

WHEREAS, Kelly Francis, resided on Magnolia Avenue for many years; and

WHEREAS, Kelly Francis attended junior high and high school in Camden, and also attended Salem County Community College, Pennsylvania State University and Rutgers University; and

WHEREAS, Kelly Francis worked for the U.S. Postal Service for thirty-four (34) years as an electronic technician before retiring in 1989; and

WHEREAS, Kelly Francis has always been involved in many aspects of the community, including, most recently serving on the City's Affirmative Action Review Council as well as serving in several volunteer capacities including, among others, Vice President of the Camden County NAACP, President of the Camden City Taxpayers Association, Chairman of the Parkside Business & Community in Partnership, and Chairman of the Board of Directors of the Fair Share Housing Center; and

WHEREAS, Kelly Francis was a mainstay at City Council Meetings; and

WHEREAS, the City Council of the City of Camden now seeks to pay tribute to Kelly Francis; and

WHEREAS, the City Council of the City of Camden believes that Kelly Francis should be properly honored by the ceremonial naming of Magnolia Avenue, between Wildwood Avenue and Baird Boulevard where he resided for many years as "Colandus Kelly Francis Way"; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that Kelly Francis is hereby recognized and in recognition of his accomplishments, Magnolia Avenue, between Wildwood Avenue and Baird Boulevard, in the City of Camden shall be ceremonially named "Colandus Kelly Francis Way" and that appropriate signage shall be immediately installed by the City of Camden after the effective date of the Resolution and shall remain in place for one (1) year from the date of the approval of this resolution or until such time as the City of Camden shall determine otherwise.

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: August 8, 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-5

COLLINS
8/8/2023

RESOLUTION AUTHORIZING THE CEREMONIAL NAMING OF THE 1000 BLOCK OF LANGHAM AVENUE BETWEEN WALNUT STREET AND PARK BOULEVARD AS "MARY WHITFIELD WAY" IN THE CITY OF CAMDEN

WHEREAS, Mary Whitfield was born on July 30, 1931 and on July 30, 2023, attained the blessed age of 92 years; and

WHEREAS, Mary Whitfield has resided at 1010 Langham Avenue for many years; and

WHEREAS, Mary Whitfield -----; and

WHEREAS, Mary Whitfield has always been involved in many aspects of the City of Camden community, including, -----; and

WHEREAS, the City Council of the City of Camden now seeks to pay tribute to **Mary Whitfield**; and

WHEREAS, the City Council of the City of Camden believes that **Mary Whitfield** should be properly honored by the ceremonial naming of the 1000 block of Langham Avenue between Walnut Street and Park Boulevard where she resided for many years as "**Mary Whitfield Way**"; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that **Mary Whitfield** is hereby recognized and in recognition of her accomplishments, the 1000 block of Langham Avenue, between Walnut Street and Park Boulevard in the City of Camden, shall be ceremonially named "**Mary Whitfield Way**" and that appropriate signage shall be promptly installed by the City of Camden after the effective date of the Resolution and shall remain in place for one (1) year from the date of the approval of this resolution or until such time as the City of Camden shall determine otherwise.

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

Date of Introduction: August 8, 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 OF THE CITY OF CAMDEN, CAMDEN COUNTY,
NEW JERSEY SUPPORTING REVOLUTION NJ AND THE CREATION OF
A COMMITTEE TO ASSIST WITH PLANNING FOR THE
250TH ANNIVERSARY OF THE UNITED STATES OF AMERICA
COMING IN 2026**

WHEREAS, Governor Philip Murphy and the New Jersey State Legislature created RevolutionNJ in 2018 to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the founding of the United States, New Jersey's pivotal role in the American Revolution, and the contributions of its diverse population to the nation's past, present, and future; and

WHEREAS, the New Jersey Historical Commission, under the leadership of Secretary of State Tahesha Way, with its non-profit partner Crossroads of the American Revolution established RevolutionNJ to advance the role that history plays in public discourse, community engagement, education, tourism, and scholarship in New Jersey; and

WHEREAS, RevolutionNJ will engage New Jerseyans in all 21 counties and 564 municipalities through its officially recognized programs, initiatives, and events over the next ten years; and

WHEREAS, it is fitting and desirable that we commemorate the beginning of the Nation and the role that New Jersey has played over the past 250 years as well as its present and future role as part of the United States, with particular focus on the individuals, ideas, and events that shaped our Country, State, County and City of Camden; and

WHEREAS, RevolutionNJ will consider that during the American Revolution, New Jersey saw more battles and skirmishes than any other state and was truly the Crossroads of the American Revolution; and

WHEREAS, RevolutionNJ will highlight the role of New Jerseyans, beyond the battlefield during the American Revolution, when people of diverse backgrounds contributed to the development of the State and the Nation in various ways and fought for the right to life, liberty, and the pursuit of happiness; and

WHEREAS, preserving, studying, and enjoying state history strengthens our communities and builds bonds between New Jersey residents as we work together toward the goals of justice and equality embedded in the United States Constitution; now, therefore

BE IT RESOLVED, that the City of Camden hereby endorses RevolutionNJ and its mission to advance the role that history plays in public discourse, community engagement, education, tourism and scholarship in New Jersey.

IT IS FURTHER RESOLVED that:

1. The City Council of the City of Camden commemorates the 250th anniversary of the establishment of the United States as an independent Nation.
2. The City Council of the City of Camden authorizes the appointment of a committee to develop a plan for this commemoration that will promote the maximum involvement of our residents, neighborhoods, businesses, schools, civic organizations, and institutions in the commemorations.
3. The City Council of the City of Camden urges all of our residents to reflect

upon the significance of this event and the role that our State and its diverse population has played in the history and development of our Nation; and to participate in this important commemoration, which endeavors to include the stories of all people, whose lives are part of the history, of what we now know as the State of New Jersey; and to understand that the revolution continues today as we uphold the revolutionary ideals articulated in our founding documents.

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: August 8, 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: 08-08-2023

TO: City Council
FROM: Luis Pastoriza, Camden City Clerk Office

TITLE OF ORDINANCE/RESOLUTION: A RESOLUTION OF THE CITY OF CAMDEN, CAMDEN COUNTY, NEW JERSEY SUPPORTING REVOLUTIONNJ AND THE CREATION OF A COMMITTEE TO ASSIST WITH PLANNING FOR THE 250TH ANNIVERSARY OF THE U.S. COMING IN 2026.

Point of Contact:	Patrice Bassett	Clerk-Records Management	X7049	pamccart@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director Supporting Department Director (if necessary) Director of Grants Management Qualified Purchasing Agent Director of Finance	Y		7/24/2023	

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

JUL 28 2023
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: A RESOLUTION OF THE CITY OF CAMDEN, CAMDEN COUNTY, NEW JERSEY SUPPORTING REVOLUTIONNJ AND THE CREATION OF A COMMITTEE TO ASSIST WITH PLANNING FOR THE 250TH ANNIVERSARY OF THE U.S. COMING IN 2026.

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

- RevolutionNJ is the official organization for planning the commemoration of the state in anticipation of the 250th anniversary of the United States.
- Being between Philadelphia and New York, New Jersey was a hotspot for events of historical significance, as it saw more battles than any other state during the revolution.
- Camden contributed to the development of not only the State, but the Nation
- The Council should act soon to align with the anniversary of the Revolution for the most relevance, as activities start as early as 2024 – Anniversary is July 4, 2026 and there will be a wide variety of history events happening in our region.
- By supporting RevolutionNJ and officially committing to the creation of a committee to plan for this momentous occasion we are ensuring that the City of Camden takes its essential place within this process.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: 0

IMPACT STATEMENT:

- If the Council approves, the hope is that with our history programming, there would be an influx of appreciation and visitation to the City of Camden, as well as an increased knowledge and pride of its relevance and history.
- With the creation of a committee, the City of Camden would be in a position to be better prepared to offer a variety of activities come 2026.
- The suggested committee would be up to 6 committee members, 3 appointed by Mayor and 3 appointed by council
- City Council should approve this because it will push Camden closer to the forefront of historical importance—a constant goal for the city.
- If the Council does not approve this legislation, a great opportunity to highlight the City of Camden's importance throughout history, the loss of a potentially great cause of tourism and the loss of a chance for major community engagement.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Patrice Bassett, Attendance: N
- Dolly Marshall, Attendance: Unknown
- Tory Irvin, Attendance: Unknown

COORDINATION:

- Those who are impacted/have action if this legislation is passed include: The residents of Camden City, residents in surrounding cities/towns, the City Council, Camden City: businesses, civic organizations, and schools, the residents of New Jersey

Prepared by:

Patrice Bassett panccart@ci.camden.nj.us
x7049



RevolutionNJ

1776 • 2026 | ENGAGE THE PAST. SHAPE THE FUTURE.

RESOLUTION NO. ----

**A RESOLUTION OF THE [INSERT MUNICIPALITY, COUNTY, NEW JERSEY]
SUPPORTING RevolutionNJ**

WHEREAS, Governor Philip Murphy and the New Jersey State Legislature created RevolutionNJ in 2018 to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the founding of the United States, New Jersey's pivotal role in the American Revolution, and the contributions of its diverse peoples to the nation's past, present, and future; and

WHEREAS, the New Jersey Historical Commission, under the leadership of Secretary of State Tahesha Way, with its non-profit partner Crossroads of the American Revolution established RevolutionNJ to advance the role that history plays in public discourse, community engagement, education, tourism, and scholarship in New Jersey; and

WHEREAS, RevolutionNJ will engage New Jerseyans in all 21 counties and 564 municipalities through its officially recognized programs, initiatives, and events over the next ten years; and

WHEREAS, it is fitting and desirable that we commemorate the beginning of the Nation and the role New Jersey played over the past 250 years as well as its present and future role as part of the United States, with particular focus on the individuals, ideas, and events that shaped our Country, State, and [County/City/Borough/Township]; and

WHEREAS, RevolutionNJ will consider the role New Jersey played during the American Revolution when it saw more battles and skirmishes than any other state and was truly the Crossroads of the American Revolution; and

WHEREAS, RevolutionNJ will highlight the role New Jerseyans played beyond the battlefield during the American Revolution when people of diverse backgrounds contributed to the development of the State and the Nation in various ways and fought for the right to life, liberty, and the pursuit of happiness; and

WHEREAS, preserving, studying, and enjoying state history strengthens communities and builds bonds between New Jersey residents as we work together toward the goals of justice and equality embedded in the United States Constitution;

New Jersey Historical Commission
P.O. Box 305
Trenton, NJ 08625

Crossroads of the American Revolution Assoc. Inc.
101 Barrack Street
Trenton, NJ 08625



RevolutionNJ

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NOW, THEREFORE, BE IT RESOLVED, that the [MUNICIPALITY] hereby endorses RevolutionNJ and its mission to advance the role that history plays in public discourse, community engagement, education, tourism and scholarship in New Jersey.

IT IS FURTHER RESOLVED that:

1. The [Board/Council/Township Committee] commemorates the 250th anniversary of the establishment of the United States as an independent Nation.
2. The [Board/Council/Township Committee] authorizes the appointment of a committee to develop a plan for this commemoration that will promote the maximum involvement of our residents, neighborhoods, businesses, schools, civic organizations, and institutions in the commemorations.
3. The [Board/Council/Township Committee] further urges all its residents to reflect upon the significance of this event and the role that our State and its diverse people have played in the history and development of our Nation and to participate in this important commemoration, endeavoring to include the stories of all those whose lives are part of the history of what we now know as New Jersey, and understanding that the revolution continues today as we uphold the revolutionary ideals articulated in our founding documents.

ADOPTED THIS [INSERT DATE: Xth DAY OF MONTH YEAR]

ATTEST:

[NAME]

[POSITION]

New Jersey Historical Commission
P.O. Box 305
Trenton, NJ 08625

Crossroads of the American Revolution Assoc. Inc.
101 Barrack Street
Trenton, NJ 08625

THE FIELD GUIDE *for the* SEMIQUINCENTENNIAL

MAKING HISTORY AT 250

 **AASLH** AMERICAN ASSOCIATION
for STATE and LOCAL HISTORY

THE FIELD GUIDE *for the* SEMIQUINCENTENNIAL



Contents

- 6 A Vision for the Semiquincentennial
- 8 250 Years and Counting
- 10 Using the *Making History at 250 Field Guide*
- 12 Guiding Themes for the Commemoration
- 17 Planning for the Semiquincentennial
- 20 Beyond 250
- 22 Project Team, Theme Advisors, Acknowledgments
- 23 Additional Resources



The American Association for State and Local History is a national professional association dedicated to helping the history community thrive. For the better part of a century, AASLH has provided leadership and resources to its members who preserve and interpret history to make the past more meaningful to all people.



NATIONAL
ENDOWMENT
FOR THE
HUMANITIES

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2021 21st Ave S., Suite 320 | Nashville, TN 37212 | 615-320-3203 | aash.org

THEMES *for the* 250TH COMMEMORATION:

Unfinished Revolutions

Power of Place

We the People

American Experiment

Doing History

A Vision for the Semiquincentennial

BY JOHN R. DICHTL
President & CEO, AASLH

The people, events, and ideas of the Revolutionary era profoundly changed the world. In the 250 years since, we have often struggled to live up to the lofty ideals expressed in our founding documents. Between now and 2026, the United States will prepare to address this challenge as we plan for the Semiquincentennial anniversary of our Declaration of Independence. This moment is a once-in-a-generation opportunity to renew public engagement with history. It is a chance for Americans to learn about and reflect upon the full sweep of our nation's past, celebrating examples of liberty, courage, and sacrifice while reckoning with moments of injustice, racism, and violence. The occasion calls on us to use knowledge of our country's past—beginning millennia before 1776 and continuing to the present—to build a stronger future.

We must make sure that Americans of all ages and backgrounds and in all places see themselves in history.

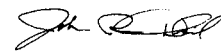
When we commemorate the Semiquincentennial, we must make sure that Americans of all ages and backgrounds and in all places see themselves in history, appreciate its relevance, and understand how the diverse people of the past all contributed to the American story of liberty and prosperity. The Semiquincentennial can help us to show audiences not just that history matters, but that *their* history matters. Through the stories we share, this anniversary can encourage patriotism and pride in American resilience while also fostering critical awareness of our faults, past and present. This commemoration is a chance to deepen people's appreciation for history, broaden their perspectives on who and what counts in the American story, and remind them of this nation's unique contributions to the world.

The Semiquincentennial will be whatever we decide it should be, and so over the next five years, we—scholars and educators, historians and museum professionals, and communities everywhere—must think carefully and critically about how we commemorate our nation's history. As history professionals and citizens, we should approach 250th anniversary activities with a spirit of empathy and humility; with love of country and a desire to rekindle civic friendships; with respect for historical expertise and the perspectives of our fellow community members; with a forthright recognition of our obligations to our fellow citizens; and with a shared commitment to the common cause of an inclusive, democratic society.

We should approach the 250th anniversary with a shared commitment to the common cause of an inclusive, democratic society.

It is in that spirit that I am proud to introduce ***Making History at 250: The Field Guide for the Commemoration***. In the pages that follow, you'll find guiding themes, ideas, goals, and information to help our field prepare for the 250th. At the American Association for State and Local History (AASLH), we hope the Semiquincentennial will transform and strengthen the history community, helping us create stronger programs, serve new audiences, and attract new sources of public and private funding. We hope it puts history and history organizations at the center of important conversations in their communities, allowing meaningful dialogue, informed debate, and mutual understanding to replace rancorous partisan conflict. We hope it will enable our diverse and dynamic field to continue to adapt and grow, and to prove that history organizations and history professionals are invaluable to American society. We hope you will join us in making history.

Sincerely,



250 Years and Counting

BY SARA CURETON

Executive Director, New Jersey Historical Commission
Chair, AASLH 250th Anniversary Coordinating Committee

Recently I met with several colleagues to develop a presentation on marking anniversaries. After realizing that I was the oldest member of the group and the only one around for the Bicentennial of the American Revolution in 1976, I reflected on the meaning of that anniversary for me. I was fascinated by it. I looked forward to each of the "Bicentennial Minutes," a series of television segments that aired from 1974 to 1976, and I longed to visit historic Philadelphia and Boston. I aspired to one day take part in preserving the objects and places that witnessed the dramatic events that led to the founding of the United States. The lessons I took away from that anniversary were that history is endlessly interesting and impactful; that preserving historical collections is a worthy cause; and that research that enables all to understand the past more fully and accurately is essential. I am not sure that these are the lessons that Bicentennial planners hoped I would learn, but that's the thing about commemorations: everyone experiences them differently.

The relationship between history, memory, and memorialization has been a lively field of inquiry for scholars for some time. My personal experience is just one small example of the impact of commemoration.

What we choose to remember, and how we remember it can influence the lives of individuals and communities.

But there can be no doubt that this is powerful stuff. What we choose to remember, and how we remember it can influence the lives of individuals and communities. The Centennial Exhibition of 1876 in Philadelphia featured American innovation and technology while promoting patriotism and unity just eleven years after the end of the Civil War. The installations and entertainments also reflected prevalent nativist, racist, and sexist attitudes toward immigrants, African Americans, Native Americans, and women. The Bicentennial of 1976 featured patriotism and nostalgia, serving as an antidote for some to the bitter divisions created by the Vietnam War and the Watergate

scandal. It also inspired the preservation of many historic sites and encouraged the professionalization of the field of public history. What will be the impact of what we commemorate for the 250th?

Reflecting on the guiding themes and ideas that AASLH presents in this *Field Guide*, and on the planning underway at the state level, it seems clear that we are collectively focused on the stories that we tell, who gets to tell them, and who gets to hear them. Whose stories are already familiar? Whose have been left out? How can we explore the multiple perspectives present at any moment in time? How can we illuminate the process of "doing history," and make clear the choices that are inevitably made when interpreting the past? And how can we have respectful dialogue around the stories that are inspiring and those that are repellent? If we emerge from this anniversary with a broader awareness of the complexity of our history, and a renewed commitment to civil discourse about the most contentious issues of the past and present, what a legacy that will be. We might even use this moment to find common ground and challenge the polarization that we face today.

The 250th offers history organizations the opportunity to enhance the impact and relevance they have in their communities.

In New Jersey we are conducting listening sessions with many different communities around the state as part of our preparations for the 250th. Among the many things we have learned from these sessions is the importance of local history and historic sites to residents and neighbors. While national attention may be focused on sites directly related to the events of the American Revolution, we've been reminded that our fellow citizens are often much more interested in the historic sites in their hometowns. Communities both old and new described the deep meanings people ascribe to where they live, reflecting on the power of memories and shared experiences as they relate to place.

This anniversary and this *Field Guide* offer state and local history organizations the opportunity to enhance the impact and relevance they have in their own communities and use the 250th to foster dialogue and civic engagement. So good luck to us all as we plan for a 250th commemoration that will realize its enormous potential. This is an opportunity that none of us can afford to miss.

USING THE *Making History at 250 Field Guide*

In this guide, you'll find several themes to encourage inclusive, relevant histories and provide cohesiveness to a multi-faceted, grassroots commemoration. Developed with direction from a diverse panel of more than twenty-five historians and museum professionals from across the United States, each of these guiding themes can be used to explore our nation's founding and the legacy of the Revolution, helping us confront hard truths about the shortcomings of our experiment in liberty and equality, while celebrating the vital principles of participatory government and constitutional rights. What is more, the themes can encourage a deep engagement with the entirety of our past, one full of moments that both inspire and challenge us. Any one of these themes can spark exhibits, community conversations, films, lesson plans, books, podcasts, and a wide range of other programs and events. We hope the themes will help create a more widely-shared story about our nation's history, one that acknowledges its many tensions and ambiguities and that informs our present and future.

The vision and themes in this guide align well with the plans laid out by other national entities shaping 250th anniversary planning. The U.S. Semiquincentennial Commission has put forward broad goals for the 250th to educate, engage, and unite all people in the United States through a broad telling of United States history. Our funder for this project, the National Endowment for the Humanities, launched a special initiative, "A More Perfect Union: America at 250," which recognizes that every generation of Americans is tasked with improving this nation "rooted in the ideal of human equality." The ideas in this *Field Guide* fit

The themes can encourage a deep engagement with the entirety of our past, one full of moments that both inspire and challenge us.

neatly with these aspirations and will lend cohesiveness to a decentralized national commemoration. By using it to guide your work, you will be connected with thousands of other museums, historical societies, history departments, and classrooms across the country.

Finally, please use this *Field Guide* as a source of inspiration as you consider if and how your institution and community will participate in the 250th anniversary commemoration. We believe the ideas within this guide can benefit all history organizations—those already preparing for the 250th and those still unsure if there's a place for them in the Semiquincentennial commemoration. In order to fulfill the potential of America 250, every history organization in the United States should participate; the guide can serve as a starting point for institutions unsure where to begin. As we move toward 2026, there is power in working together and using similar words in planning our commemorative activities. This guide provides our field a common vocabulary for organizing our conversations about the Semiquincentennial.

We hope history professionals will use this guide to inform strategic and interpretive planning; to guide listening sessions and conversations with members of your community; to spark discussion among your board and other stakeholders; to help make your case for support among elected officials, foundations, and individual donors; and to help you put inclusive, relevant history at the center of the 250th commemoration. We hope it will help you envision the kind of transformative impact this anniversary can have on our field and on the nation.

We hope this guide will help you envision the kind of transformative impact this anniversary can have on our field and on the nation.

THEMES *for the* 250TH COMMEMORATION

UNFINISHED REVOLUTIONS

In the United States, the fight for liberty, equality, and justice has a long and complex history. Through formal politics, grassroots organizing, boycott, protest, litigation, war, and a wide range of other mass and individual actions, people have continually challenged America to live up to our highest ideals—often drawing on ideas expressed in our founding documents. Before, during, and after the Revolution, people have fought for their rights to life, liberty, and the pursuit of happiness and worked tirelessly to secure the blessings of liberty for themselves and their posterity. This history is not a consistent march of progress, but a complex story full of both advancements and setbacks. These stories reveal the ways the Revolution began before 1776 and reverberates through to the present.

Programming for this theme can help audiences consider:

- **How** have America's founding documents been used to press for social, political, and economic change?
- Beyond the Revolution itself, **what** were other revolutionary moments in the history of our country, our states, and our communities?
- **When** have members of your community advocated for liberty and equality? How have those with power responded?
- **When** has there been progress—and setbacks—in the fight for rights and justice?
- **How** might the perspectives of different individuals or groups change how we think about the ongoing process of becoming "a more perfect union"?

THEMES *for the* 250TH COMMEMORATION

POWER OF PLACE

Place offers a powerful lens through which we can view the past. It challenges us to think beyond modern political boundaries and to consider the full history of the space we now call the United States. A deep engagement with place enables us to reconsider significant questions about our history: from Indigenous peoples' past and present connections with American spaces, to a community's relationships with and use of land, waterways, and natural resources, to the profound and unequal consequences of imperial expansion and colonization across the continent. This theme encourages us to reexamine ideas about our natural and built environments and to reorient when and where we find our country's history.

Programming for this theme can help audiences consider:

- **What** was happening in your community during the Revolutionary Era?
- **How** has your "place" changed over time? Who has historically lived in your community and how did they experience major events in our past?
- **How** did the natural environment—from rivers, lakes, and oceans to mountains, deserts, and swamps—shape past events, such as settlement and migration, imperialism and expansion, or economic development and innovation? How did those events affect the environment?
- **How** can Indigenous peoples' past and present connection to places and environments inform our understanding of historical developments and contemporary challenges?
- **What** places are typically preserved today for their historic value? What other kinds of stories could be told there?

THEMES *for the* 250TH COMMEMORATION

WE THE PEOPLE

Since the nation's founding, definitions of "the people," the boundaries of national belonging, and the very nature of citizenship have changed. For much of our history, the United States has excluded people—women, free and enslaved African Americans, Indigenous people, immigrants, people with disabilities, the poor, and many others—from full participation and representation in the nation's political, economic, and cultural life. Yet over time the United States has also incorporated people of different backgrounds into our society, as diverse populations have staked their claim to belonging and pressed for a more pluralistic, more equitable nation. The expansion of citizenship and belonging has never been pre-determined nor guaranteed, and changes in our population remain a subject of debate and conflict today.

Programming for this theme can help audiences consider:

- **How** did diverse people experience and influence the events of the American Revolution in different ways?
- **Who** is considered an "American"—and who gets to decide?
- **How**, when, and why have definitions of "the people" and ideas about belonging changed in the United States, in your state, or in your community?
- **When** and how did different groups of people gain the status of citizenship and what rights and responsibilities did that include?
- **Who** has been, and remains, excluded from full participation and representation in our democracy?

THEMES *for the* 250TH COMMEMORATION

AMERICAN EXPERIMENT

The leaders of the founding era did not have all the answers. Though their innovations of representative democracy and rights-based constitutionalism were transformative, they knew the nation was a revolutionary experiment. They expected future generations to improve upon the republic they created. The 250th anniversary offers an opportunity to reconsider the origins of our government, democratic institutions, and broader civic life, and a chance to reflect on the ways we have changed them over time. Encouraging discussion about our democracy and civic institutions can help strengthen understanding, inspire action, and reveal ways that all of us can participate in and shape the ongoing American experiment.

Programming for this theme can help audiences consider:

- **How** "revolutionary" was the American Revolution? What kind of nation did it create?
- **How** was your local and state government organized and what were key moments in its evolution? Who did it serve—and who does it continue to exclude?
- **When** has the U.S. Constitution, your state's Constitution, or other organizing charter changed? How and why did those changes happen?
- **How** have different groups of people engaged in civic action in the past? **How** have those actions changed over time?
- **How** can understanding the origins of government inform civic engagement in the present?

THEMES *for the* 250TH COMMEMORATION

DOING HISTORY

To renew public engagement with history, we—scholars, curators, educators, historians, archivists, preservationists, and more—must invite our publics to participate in the process of doing history. The 250th anniversary challenges our field to explain how we interpret evidence and craft narratives about the past, engaging in open conversations about what history is, the many ways it is done, and why it matters. By more transparently communicating our methods for learning about the past, we can help audiences better understand how new questions, evidence, and perspectives inform our histories, how they can better do history in their own lives, and how these histories can speak to present-day challenges. Sharing how we do history will also require us to explain silences and exclusions in our archives and collections, and to communicate how oral history, community knowledge, and the perspectives of other disciplines also inform our understanding of the past. Inviting audiences to engage with the historical method can help them see more clearly the value of inclusive narratives and become more comfortable with the ambiguous, contested, and always-evolving nature of history.

Programming for this theme can help audiences consider:

- **What** is history? **How** is it different from “the past”?
- **How** do history professionals use different kinds of sources—written records, oral traditions, material culture, archaeological evidence, folkways—to make sense of the past?
- **Whose** stories have been collected in archives and museums and whose have been excluded? **How** has that influenced the way history is typically told?
- **How** can the inclusion of multiple perspectives and experiences clarify our understanding of the past?
- **How** can we use evidence from the Revolutionary era to uncover and discuss the lives of individuals traditionally silenced by the written record?

PLANNING *for the* Semiquincentennial

National Planning

Over the past few years, national planning for the 250th anniversary has progressed considerably. In 2016, Congress created the U.S. Semiquincentennial Commission. The Commission includes sixteen private citizens, eight members of Congress, and several ex-officio members representing major cabinet departments and federal agencies.

In December 2019, the Commission—along with its nonprofit partner the America 250 Foundation—published *Inspiring the American Spirit*, a detailed report outlining their vision for the Semiquincentennial commemoration. In it, they describe their expectation that the 250th will reach “all Americans and each American” through a decentralized, grassroots commemoration program. The report lays out the Commission’s hope that the America 250 commemoration will involve inclusive programs that inspire Americans to renew and strengthen our experiment in democracy. The report notes as well that July 4, 2026 will be the peak of the 250th commemoration. The Commission and America 250 have conducted

The Semiquincentennial will reach Americans through a decentralized, grassroots commemoration.

PLANNING for the Semi百centennial

listening and planning sessions with stakeholders around the country over the past few years (including many AASLH members), and are currently expanding capacity, building partnerships, and preparing for a more public phase of the commemoration beginning in 2021.

Beyond the work of the Commission, many other national organizations have begun building a foundation for 2026 as well. AASLH, for example, has organized listening sessions at conferences such as the Association of African American Museums, the Association of Tribal Archives, Libraries, and Museums, and our own Annual Meeting, seeking to understand the hopes, expectations, questions, and concerns of our diverse and dynamic field. In 2019, AASLH convened several working groups to identify and describe the impact this anniversary could have on our field and on the nation. AASLH also created and continues to convene a national “Coordinating Committee,” a group representing more than thirty national

organizations, federal agencies, and other stakeholders invested in the 250th anniversary commemoration, facilitating communication and coordination across the history community.

Others have begun outlining plans as well. The National Endowment for the Humanities has created “A More Perfect Union,” an endowment-wide initiative that “encourages projects that explore, reflect on, and tell the stories of our quest

for a more just, inclusive, and sustainable society throughout our history.” The Institute of Museum and Library Services, National Archives and Records Administration, National Park Service, Smithsonian Institution, and other federal entities have all begun preparing for 250th anniversary-related activities, several of which are described in appendices to the *Inspiring the American Spirit* report. In addition, two recent major publications—*Our Common Purpose: Reinventing American Democracy for the 21st Century* and

Local, state, and national entities have the opportunity to shape the Semi百centennial into a truly remarkable experience.

PLANNING for the Semi百centennial

Educating for American Democracy: Excellence in History and Civics for All Learners—both use the 250th anniversary to provide inspiration and urgency around sweeping changes to democratic institutions, education, and other aspects of the nation’s civic life. In the coming years, many more organizations and individuals are likely to begin using the 250th anniversary as an opportunity to explore big ideas and transformational changes.

State and Local Planning

Semi百centennial planning is proceeding at the state and local level as well. Across the country, many states have formally established state-level 250th commissions or designated lead entities and many more are likely to join in the years ahead. Through partnership with the Commission and national organizations like AASLH, these state-level planning bodies will lead their state’s commemoration efforts and will provide guidance to local institutions, offer official recognition to local level programming, serve as a conduit for federal funding, and play broader organizing roles. Planning has begun to take shape at the county, local, and institutional level as well, and such planning will likely expand in the coming year as the nation enters a more public phase of preparations for the Semi百centennial.

Local communities, state organizations, and national entities have the opportunity to shape the Semi百centennial into a truly remarkable experience. We hope all communities and organizations will participate in this commemoration, seizing the chance to use history to address local, national, and global concerns and shape our future together. If we are to achieve the kind of impact many are envisioning for this anniversary, the time to plan is now.

We hope all communities and organizations will participate in this commemoration, seizing the chance to use history to shape our future.

BEYOND

250

We hope 250th anniversary programs will serve not just as an invitation to engage with history, but also as a call to action.

For cultural and educational institutions and history professionals of all kinds, the 250th calls on us to think about who we serve, how we serve them, and how we can have a greater impact on society. Fifty years ago, the Bicentennial era saw transformations across the history community, from scholarship to public history to historic preservation and beyond. What kinds of changes will result from the Semiquincentennial? What will be the legacy of this commemoration for the history community?

More broadly, the anniversary presents an opportunity for a profound civic renewal. It is a chance for all Americans to think about their responsibility to their fellow community members, from the local to the international, and for each of us to consider how we are fulfilling our ongoing civic responsibilities. This occasion should generate a wider appreciation for history's relevance to contemporary challenges and inspire Americans to take well-informed, good-faith steps to improve our communities, states, and nation. How can Americans use the Semiquincentennial to improve our society, strengthen our democracy, and change the world?

The answers to these questions will look different for each institution and each community. AASLH hopes that as a result of the Semiquincentennial commemoration:

- Everybody sees their story included as an important part of American history and understands the value of inclusive narratives about the past.
- People value history for its relevance to modern challenges and use historical thinking in their approach to societal problems.
- History organizations of all types and sizes emerge stronger, better supported, engaged with their communities, and using inclusive, sustainable practices.
- History education, both formal and informal, is promoted, enhanced, and restored to a place of prominence in American life.

The 250th invites us to use the triumphs and failures of our past to help us consider critical questions about our nation's future. If we act with vision, creativity, and purpose in the coming years, the Semiquincentennial presents an incredible opportunity to advance transformational change.

**The 250th anniversary
is a chance to make history.**

THE FIELD GUIDE *for the* SEMIQUINCENTENNIAL

was prepared in collaboration with a dedicated group of scholars, public historians, and museum professionals from across the field.

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Acknowledgments

AASLH would like to thank the dozens of members and other stakeholders who read early versions of this guide and offered helpful feedback, particularly the Field Services Alliance and the AASLH Small Museums Committee. Finally, we'd like to thank the hundreds of people who have offered their ideas in listening sessions, attended webinars and conference presentations, contributed to working groups, and otherwise helped shape AASLH's 250th planning over the past five years.

Additional Resources

For additional resources about preparing for the 250th anniversary, including publications, webinars recordings, blog posts, and other materials, visit aaslh.org/250

For additional information about the U.S. Semiquincentennial Commission and America 250, visit america250.org

For additional information about the National Endowment for the Humanities' 'A More Perfect Union' initiative, visit neh.gov/250

 **AASLH** AMERICAN ASSOCIATION
for STATE and LOCAL HISTORY

2021 21st Ave S., Suite 320 | Nashville, TN 37212 | 615-320-3203
info@aaslh.org | aaslh.org

250 Coordinating Committee

The American Association for State and Local History has organized a coordinating committee to facilitate communication and coordination among national stakeholders as preparations for the Semiquincentennial proceed.

It is chaired by Sara Cureton, executive director of the New Jersey Historical Commission. The committee includes representatives from federal agencies, national organizations, professional associations, and others from across the U.S. history community, including:

- America 250 Foundation
- American Alliance of Museums
- American Association for State and Local History
- American Battlefield Trust
- American Historical Association
- Association for the Study of African American Life and History
- Association of African American Museums
- Association of Tribal Archives, Libraries, and Museums
- Collective Journeys, LLC
- Council of State Archivists
- Creative Strategies 360°
- Federation of State Humanities Councils
- Indiana Historical Society
- Made By Us
- Massachusetts Historical Society
- Museum of the American Revolution
- National Coalition for History
- National Council for the Social Studies
- National Council on Public History
- National History Day
- National Humanities Alliance
- National Park Service
- Omohundro Institute of Early American History and Culture
- Organization of American Historians
- Smithsonian Institution
- Smithsonian National Museum of American History
- Thomas Jefferson's Monticello
- Washington State Historical Society

DB:dh
08-08-23

R-7

**RESOLUTION AUTHORIZING AMENDMENT #1 TO CONTRACT #11-22-179 WITH
CAPEHART & SCATCHARD FOR GENERAL LEGAL SERVICES**

WHEREAS, the Council of the City of Camden by Resolution MC-22:8694, adopted, November 10, 2022 awarded a professional service contract to Capehart & Scatchard to perform general legal services for the City of Camden; and

WHEREAS, the contract price set forth in the aforesaid Resolution was Seventy-Five Thousand Dollars (\$75,000.00); and

WHEREAS, it is necessary to amend contract #11-22-179 in an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00) for ongoing legal services; and

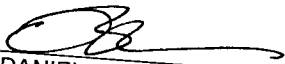
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden, under line item "3-01-E0-200-906", said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that contract #11-22-149 with Capehart & Scatchard, be amended in the amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), making the total amount of the contract an amount not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00).

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

Date: August 8, 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: AUGUST 8, 2023

TO: City Council
FROM: Daniel Blackburn, City Attorney

TITLE: RESOLUTION AUTHORIZING AN AMENDMENT #1 TO CONTRACT #11-22-179 WITH CAPEHART & SCATCHARD FOR GENERAL LEGAL SERVICES

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

JUL 28 2023

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: RESOLUTION AUTHORIZING AN AMENDMENT #1 TO CONTRACT #11-22-179 WITH CAPEHART & SCATCHARD FOR GENERAL LEGAL SERVICES

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

- City Council approved a contract with Capehart & Scatchard in the amount of \$75,000 by resolution #8 (MC-8694) adopted on November 10, 2022.
- Capehart & Scatchard handles certain conflict litigation and other special matters for the City of Camden.
- An amendment #1 is necessary to provide continued legal services in various cases handle by Capehart & Scarchard.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:

IMPACT STATEMENT:

- This amendment #1 will allow Capehart & Scatchard to continue representing the City in ongoing litigation matters and other legal matters.
- City Council should approve this resolution in order to allow the continuance of representation for the City in its outstanding litigation matters.
- If this resolution is not approved Capehart & Scatchard will continue to bill the City until a new RFP goes out in November, causing a strain relationship due to accumulative payments not being processed for at least 6 months.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Daniel Blackburn, City Attorney
-

COORDINATION:

- The loss of the active litigation will have a very negative impact on the City and residents

Prepared by: Dionne Hicks-Giles

856-757-7175 dihicks@ci.camden.nj.us

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	Camden
--------------	--------

Professional Service or EUS Type	Professional Service
Name of Vendor	Capehart Scatchard
Purpose or Need for service:	Amending the contract #11-22-179 for ongoing general Legal Services by Amendment #1
Contract Award Amount	\$75,000-Shareholder \$190 ; Associate \$165
Term of Contract	1 Year
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	<i>A. Prewsky,</i> Advertised RFP #22-14
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 _____


CAMDEN CITY
 520 MARKET STREET
 P O BOX 95120
 CAMDEN, NJ 08101-5120
 TEL (856)757-7000

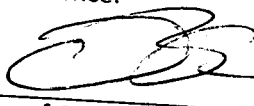
REQUISITION	
NO.	23-02377

ORDER DATE: 07/13/23
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

S H I P T O	CITY ATTORNEY-4TH FLOOR PO BOX 95120 CAMDEN, NJ 08101-5120
	VENDOR #: CAP12
V E N D O R	CAPEHART & SCATCHARD 8000 MIDLANTIC DRIVE SUITE 300 SOUTH TOWER MOUNT LAUREL, NJ 08054

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CONTRACT #11-22-179 AMEND #1 SPECIAL COUNSEL FOR GENERAL LITIGATION (RFP #22-14) ORIGINAL CONTRACT AMOUNT \$75,000	3-01-E0-200-906	50,000.0000	50,000.00
			TOTAL	50,000.00

Approved: 
 Department Head JUL 17 2023
 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 JUL 17 2023
 Date

FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU

DB:dh
08-08-23

R-8

RESOLUTION AUTHORIZING AMENDMENT #2 TO CONTRACT #11-22-180 WITH BROWN & CONNERY, LLP FOR GENERAL LEGAL SERVICES

WHEREAS, the Council of the City of Camden by Resolution MC-22:8693, adopted November 10, 2022, awarded a contract to Brown & Connery, LLP to provide general legal services to the City of Camden; and

WHEREAS, the contract price set forth in the aforesaid Resolution was One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the Council of the City of Camden by Resolution MC-23:9024 adopted June 13, 2023, amended contract #11-22-180 by amendment #1 in an amount of Fifty Thousand Dollars (\$50,000.00) for continuing legal services; and

WHEREAS, it is necessary to further amend contract #11-22-180 by Amendment #2 in an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00) for continuing legal services and additional costs; 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(s) "3-01-E0-200-906", said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that contract #11-22-180 with Brown & Connery, LLC is hereby amended by amendment #2 in the amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), making the total amount of the contract an amount not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00).

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: August 8, 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: AUGUST 8, 2023

TO: City Council
FROM: Daniel Blackburn, City Attorney

TITLE: RESOLUTION AUTHORIZING AN AMENDMENT #2 TO CONTRACT #11-22-180 WITH BROWN & CONNERY, LLP FOR GENERAL LEGAL SERVICES

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

JUL 28 2023

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: RESOLUTION AUTHORIZING AN AMENDMENT #2 TO CONTRACT #11-22-180 WITH BROWN & CONNERY, LLP FOR GENERAL LEGAL SERVICES

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

- City Council approved a contract with Brown & Connery, LLP in the amount of \$100,000 by resolution #7 (MC-8693) adopted on November 10, 2022.
- Brown & Connery handles certain conflict litigation and other special matters for the City of Camden.
- An amendment #1 to the contract was adopted on June 13, 2023 for the amount of \$50,000 for the continuance of legal services on various cases. Due to an upcoming trial for one of the cases being handle by them the costs are occurring for legal experts and trial prep, causing an amendment #2 for an additional \$50,000.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:

IMPACT STATEMENT:

- This amendment #2 will allow Brown & Connery to continue representing the City in ongoing litigation matters and other legal matters as well as trial prep.
- City Council should approve this resolution in order to allow the continuance of representation for the City in its outstanding litigation matters.
- If this resolution is not approved Brown & Connery will continue to bill the City until a new RFP goes out in November, causing a strain relationship due to accumulative payments not being processed for at least 6 months.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Daniel Blackburn, City Attorney
-

COORDINATION:

- The loss of the active litigation will have a very negative impact on the City and residents

Prepared by: Dionne Hicks-Giles

856-757-7175 dihicks@ci.camden.nj.us

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	Camden
--------------	--------

Professional Service or EUS Type	Professional Service
Name of Vendor	Brown & Connery, LLP
Purpose or Need for service:	Amending the contract #11-22-180 for ongoing General Legal Services by Amendment #2
Contract Award Amount	\$50,000
Term of Contract	1 Year
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	As previously Advertised RFP #22-14
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

Director or Designee, Date _____
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.	23-02378

ORDER DATE: 07/13/23
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

S H I P T O	CITY ATTORNEY-4TH FLOOR PO BOX 95120 CAMDEN, NJ 08101-5120
V E N D O R	BROWN & CONNERY LLP 360 HADDON AVENUE PO BOX 539 WESTMONT, NJ 08108

VENDOR #: BRO81

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CONTRACT #11-22-180 AMEND #2 GENERAL LITIGATION OF ONGOING MATTERS UNDER (RFP #22-14)	3-01-E0-200-906	50,000.0000	50,000.00
	ORIGINAL CONTRACT AMOUNT: \$100,000 AMENDMENT #1 AMOUNT: \$50,000			
			TOTAL	50,000.00

Approved:



Department Head JUL 17 2023 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 JUL 17 2023 Date

FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU

DB:dh
08-08-23

R-9

RESOLUTION AUTHORIZING AMENDMENT #1 TO CONTRACT #04-22-112 WITH DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP FOR GENERAL LEGAL SERVICES

WHEREAS, the Council of the City of Camden by Resolution MC-22:8360 adopted April 12, 2022, awarded a professional service contract to DeCotiis, Fitzpatrick, Cole & Giblin LLP to serve as special counsel for matters related to the City's water and sewer system including its contract with the water and sewer operator; and

WHEREAS, the contract price set forth in the aforesaid Resolution was Seventy-Five Thousand Dollars (\$75,000.00); and

WHEREAS, it is necessary to amend contract #04-22-112 in an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00) for continuing legal 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 adopted budget of the City of Camden, under line item "3-01-E0-200-906", said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that contract #04-22-112 with DeCotiis, Fitzpatrick, Cole & Giblin LLP, be amended in the amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), making the total amount of the contract an amount not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00).

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

Date: August 8, 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: AUGUST 8, 2023

TO: City Council
FROM: Daniel Blackburn, City Attorney

TITLE: RESOLUTION AUTHORIZING AN AMENDMENT #1 TO CONTRACT #04-12-112 WITH DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP FOR GENERAL LEGAL SERVICES

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				

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

JUL 28 2023

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: RESOLUTION AUTHORIZING AN AMENDMENT #1 TO CONTRACT #04-12-112 WITH DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP FOR GENERAL LEGAL SERVICES

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

- City Council approved a contract with DeCotiis, Fitzpatrick, Cole & Giblin LLP in the amount of \$75,000 by resolution #11 (MC-8360) adopted on April 12, 2022.
- DeCotiis, Fitzpatrick, Cole & Giblin LLP handles certain litigation matters relating to the City's water & sewer system for the City of Camden.
- An amendment is necessary to provide continued legal services.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$50,000

IMPACT STATEMENT:

- This amendment #1 will allow DeCotiis, Fitzpatrick, Cole & Giblin LLP to continue representing the City in the water & sewer ongoing litigation matter as well as trial prep.
- City Council should approve this resolution in order to allow the continuance of representation for the City in its outstanding litigation matter.
- If this resolution is not approved DeCotiis, Fitzpatrick, Cole & Giblin LLP will continue to bill the City until a new RFP goes out; and will not be able to continue representing the City in its legal matter, which is a high stake litigation matter which is entering the critical trial stage.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Daniel Blackburn, City Attorney
-

COORDINATION:

- The loss of the active litigation will have a very negative impact on the City and residents

Prepared by: Dionne Hicks-Giles

856-757-7175 dihicks@ci.camden.nj.us

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
Name of Vendor	DeCotiis, FitzPatrick, Cole & Giblin, LLP
Purpose or Need for service:	Amending the contract #04-12-112 to continue the matters concerning the City's Water and Sewer system, the City's contract with its water and sewer system operator and for environmental matters and litigation matters relating to the City's water & sewer system by Amendment #1
Contract Award Amount	\$50,000
Term of Contract	1 year
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	As Advertised Under RFP #22-01
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 _____

CAMDEN CITY

520 MARKET STREET
 P O BOX 95120
 CAMDEN, NJ 08101-5120
 TEL (856)757-7000

REQUISITION	
NO.	23-02375


SHIP TO	CITY ATTORNEY-4TH FLOOR PO BOX 95120 CAMDEN, NJ 08101-5120
VENDOR	VENDOR #: DEC01 DECOTIIS, FITZPATRICK & COLE 61 SOUTH PARAMUS ROAD SUITE 250 PARAMUS, NJ 07652-1236

ORDER DATE: 07/13/23
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

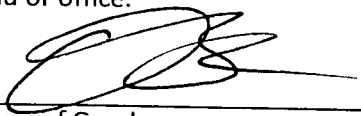
QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CONTRACT #04-12-112 AMEND #1 SPECIAL LEGAL COUNSEL FOR WATER & SEWER SYSTEM ENVIRONMENTAL AND LITIGATION (RFP #22-01) ORIGINAL CONTRACT AMOUNT \$50,000	3-01-E0-200-906	50,000.0000	50,000.00
			TOTAL	50,000.00

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

DB:dh
08-08-23

R-10

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO ENTER INTO A
LICENSE AGREEMENT WITH CAMDEN COMMUNITY PARTNERSHIP FOR THE
RESURFACING OF THE BASKETBALL COURT IN FARNHAM PARK**

WHEREAS, the City of Camden desires to enter into a License Agreement with Camden Community Partnership to allow them access to City owned property known as the Farnham Park located at 1648 Baird Boulevard for the purpose of resurfacing of the basketball courts; and

WHEREAS, Philadelphia 76ers has committed to provide funding in the amount of \$115,000 to revitalize the basketball courts at Farnham Park; and

WHEREAS, Camden Community Partnership will manage the construction of the basketball court, including hiring of all contractors; and

WHEREAS, the City desires to enter into an appropriate license agreement with the Camden Community Partnership to access the Farnham Park located at 1648 Baird Boulevard, for the purposes of resurfacing the basketball courts; and

WHEREAS, the necessary license agreement will be terminable at the will of licensor City. Licensee Camden Community Partnership will completely indemnify and hold harmless the City from all their licensee's and contractor's activities conducted thereon with respect to and during the renovation project; and


WHEREAS, the City of Camden has determined that it is in the best interest of the City of Camden to enter into said License Agreement with Camden Community Partnership; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers be and are hereby authorized to execute a License Agreement with Camden Community Partnership for access to the Farnham Park located at 1648 Baird Boulevard, for the purposes and according to the terms discussed 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: August 8, 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: AUGUST 8, 2023

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

TITLE OF ORDINANCE/RESOLUTION: Resolution Authorizing the City of Camden to enter into a License Agreement with Camden Community Partnership for the Resurfacing of the Basketball Court in Farnham Park.

Point of Contact:	Daniel S. Blackburn	City Attorney	X7170	Dablackb@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				
Director of Finance				

Approved by:
Business Administrator

Signature

7/27
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:

JUL 28 2023

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

² Mandatory for any financial commitment to the City or expenditure of City Funds.

City Attorney

Signature

Date

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: Resolution Authorizing the City of Camden to enter into a License Agreement with Camden Community Partnership for the Resurfacing of the Basketball Court in Farnham Park.

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

- The City of Camden owns Farnham Park located in the Parkside neighborhood.
- The Philadelphia 76ers have agreed to provide funding to revitalize the basketball courts at Farnham Park. Camden Community Partnership will manage the construction of the basketball courts, including the hiring of all contractors. The existing basketball court will be resurfaced and include a 76ers logo in the center of the court.
- In order for the project to be completed before the end of the calendar year a license granting CCP and its contractors access to the site must be in place before the end of August.
- The estimated cost of construction for this project is \$115,000.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: NA

IMPACT STATEMENT:

- If City Council approves this legislation, the basketball courts at Camden's Farnham Park will be revitalized. The upgraded basketball courts will have positive social impacts upon the community in that it will provide a gathering space where residents can engage in physical activities, promote healthy lifestyles and strengthen community bonds.
- City Council should approve this legislation because it will provide the community with a revitalized basketball court in Farnham Park at no cost to the City?
- If City Council does not approve this legislation then the basketball courts in Farnham Park will remain in a deteriorated condition.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Keith Walker, Director of Public Works.
 - Attendance: (Y/N/Tentative). Attendance confirmed.
- Daniel S. Blackburn, City Attorney.
 - Attendance: (Y/N/Tentative). Attendance confirmed.

COORDINATION:

- Who is impacted/has action if the legislation is passed? If this legislation is passed it will benefit the residents of the City of Camden. The revitalized basketball courts will

improve a public space, enhance public safety by providing a designated recreational areas as well as promote community engagement, physical well-being and social cohesion among the residents of the City of Camden.

Prepared by:

Michelle Banks-Spearman, Asst. City Attorney X7170 mispearm@ci.camden.nj.us

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	Execution Agreement
Name of Vendor	Camden Community Partnership
Purpose or Need for service:	Authorizing the Mayor to execute a license agreement giving Camden Community Partnership and its contractors access to the basketball courts at Farnham Park to resurface the courts.
Contract Award Amount	NA
Term of Contract	Six (6) months
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Seventy Sixers Youth Foundation to fund CCP to make the improvements.
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	NA
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

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 _____

Michelle Spearman

From: Daniel S. Blackburn
Sent: Tuesday, July 25, 2023 5:40 PM
To: Michelle Spearman
Subject: FW: Licensing Agreement for Sixers Youth Foundation

Michelle,

I repasted the details on the Farnum Park project below the cutline. Would like to get this on the August Agenda. I think it should be similar to the 2K foundation. Standing by if there are issues. Need the Council Request and Resolution.

Dan

Camden Community Partnership (CCP) is a city-wide nonprofit community and economic development organization committed to the inclusive growth and preservation of Camden City and its residents. Over the past forty years and working together with community groups, business leaders, public and private sector partners, and residents, CCP worked on a diverse portfolio of innovative and unique projects that ranged from workforce/park development, environmental remediation, transportation planning, infrastructure upgrades, and home improvements. All of these activities had a meaningful impact on the neighborhoods and residents within the city.

Recently, and in partnership with the city and county, CCP has helped project manage parks, trails, and open spaces throughout the city. In the past twelve months, these collaborative efforts have extended to various parks across the city, such as Whitman Park and Dominick Andujar Park. Now, CCP is seeking to partner with the Philadelphia 76ers Youth Foundation to revitalize the basketball courts at Farnham Park. This would be a rehabilitation and resurfacing of the existing court pavement, where the new design will include a 76ers logo in the center of the court.

Investing in revitalizing outdoor basketball courts, like the one at Farnham Park, serves multiple purposes. First and foremost, it promotes public safety by providing a designated and well-maintained area for recreational activities. By rehabilitating the court to meet NFHS standards and ensuring a smooth playing surface, CCP aims to create a safe and enjoyable environment for basketball enthusiasts of all ages.

Moreover, an upgraded basketball court at Farnham Park will have positive social impacts on the community. It will provide a gathering space where residents can engage in physical activities, promote healthy lifestyles, and strengthen community bonds. The court will serve as a hub for basketball games and tournaments, encouraging active participation and friendly competition among community members. This, in turn, can foster a sense of belonging, pride, and camaraderie among the residents of Camden.

In conclusion, Camden Community Partnership's collaboration with the Philadelphia 76ers to revitalize the basketball courts at Farnham Park aligns with their commitment to improving public spaces and enhancing community life. The upgraded court will not only enhance public safety by providing a designated recreational area but also promote community engagement, physical well-being, and social cohesion among the residents of Camden. Over the next few months, CCP will engage the community and work with the Mayor's Office, city engineer, and public works department. CCP will also handle project management, community and business outreach, design, and close out of this project. The approximate cost for the construction of this project will be \$115,000.

DB:dh
08-08-23

R-11

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR
SPECIAL COUNSEL FOR GENERAL LEGAL SERVICES**

WHEREAS, the Council of the City of Camden by Resolution MC-23: adopted July 11, 2023, authorized a contract for professional services to special counsel for general legal services; and

WHEREAS, the contract price set forth in the aforesaid Resolution was Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, it is necessary to amend the contract with Pietragallo, Gordon, Alfano, Bosick & Raspanti, LLP to add an additional Eighty Thousand Dollars (\$80,000.00) for legal 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 adopted budget of the City of Camden, under line item "3-01-E0-200-906", said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that contract with Pietragallo, Gordon, Alfano, Bosick & Raspanti, LLP, be amended for an additional amount of Eighty Thousand Dollars (\$80,000.00), making the total cost of the contract an amount not to exceed One Hundred Thousand Dollars (\$100,000.00).

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: August 8, 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: AUGUST 8, 2023

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

TITLE OF ORDINANCE/RESOLUTION: Resolution Authorizing an Amendment to the Contract for Special Counsel for General Legal Services

Point of Contact:	Dan Blackburn	Law Dept.	x7170	dablackb@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

ENDORSEMENTS

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

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

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: Resolution Authorizing an Amendment to the Contract for Special Counsel for General Legal Services

FACTS/BACKGROUND:

- City Council approved the resolution for a contract of special counsel for general legal services on July 11, 2023 by resolution #7 (MC-8693) in the amount of \$20,000.
- Pietragallo, Gordon, Alfano, Bosick & Raspanti, LLP handles a portion of the document production subpoena request for the City of Camden.
- The amendment is necessary to provide continue legal services due to the nature and time sensitive of the document production.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$80,000

IMPACT STATEMENT:

- The amendment will allow special counsel to continue with the time sensitive document production.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Daniel S. Blackburn, City Attorney

COORDINATION:

- N/A

Prepared by: Dionne Hicks-Giles

856-757-7175/ dihicks@ci.camden.nj.us

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
Name of Vendor	Pietragallo, Gordon, Alfano, Bosick & Raspanti, LLP
Purpose or Need for service:	Amending the contract for special counsel to continue the legal services for document production of time sensitive matter.
Contract Award Amount	\$80,000
Term of Contract	6 months
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	
Were other proposals received? If so, please attach the names and amounts for each proposal received?	

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

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

Mayor's Signature*

Date _____

Business Administrator/Manager Signature

Date _____

*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 _____

CAMDEN CITY
 520 MARKET STREET
 P O BOX 95120
 CAMDEN, NJ 08101-5120
 TEL (856)757-7000

REQUISITION	
NO.	23-02548


S H I P T O	CITY ATTORNEY-4TH FLOOR PO BOX 95120 CAMDEN, NJ 08101-5120
V E N D O R	VENDOR #: PIE12 PIETRAGALLO GORDON ALFANO & RASPANTI, LLP 301 GRANT ST 1 OXFORD CTR 38FL PITTSBURGH, PA 15219

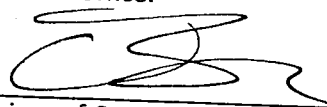
ORDER DATE: 07/28/23
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AMENDING CONTRACT FOR SPECIAL COUNSEL FOR GENERAL LEGAL SERVICES	3-01-E0-200-906	80,000.0000	80,000.00
			TOTAL	80,000.00

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 **JUL 28 2023**


 Receiver of Goods _____ Date **JUL 28 2023**

FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU

DB:dh
08-08-23

R-12

RESOLUTION AWARDING A CONTRACT TO ANCHOR IT FOR TECHNOLOGY CONSULTING SERVICES FOR ONE YEAR WITH A SECOND YEAR OPTION

WHEREAS, there exists a need to provide IT consulting services for the City of Camden; and

WHEREAS, pursuant to RFP #23-12, the City received one (1) proposal submitted by ANCHOR IT, having an address at 15 Harte Place, Piscataway, NJ 08854 being deemed the most qualified to perform this service for the City; and

WHEREAS, pursuant to a Request for Proposals, a proposal was received and is attached hereto by ANCHOR IT, to provide IT consulting services for the City's IT infrastructure in the amount not to exceed SIXTY THOUSAND DOLLARS (\$60,000.00) for a period of one (1) year with a second (2) year option; 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 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, that the proper City Officers of the City of Camden are hereby authorized to execute a contract with ANCHOR IT, to provide IT consulting services for the City's IT infrastructure in the amount not to exceed SIXTY THOUSAND DOLLARS (\$60,000.00), 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: August 8, 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

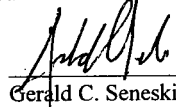
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-E1-433-906
AMOUNT: \$ 60,000.00
- 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 \$ 60,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AWARDING A CONTRACT TO ANCHOR IT FOR IT CONSULTING SERVICES FOR ONE YEAR WITH A SECOND YEAR OPTION



Gerald C. Seneski
Director of Finance
Date: 7/24



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 ANCHOR IT FOR IT CONSULTING SERVICES FOR ONE YEAR WITH A SECOND YEAR OPTION

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		7/24/2023	
Director of Finance				
Approved by:			7/27	
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:		JUL 28 2023
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 AWARDING A CONTRACT TO ANCHOR IT FOR IT CONSULTING SERVICES FOR ONE YEAR WITH A SECOND YEAR OPTION

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

- The City declared an emergency due to an immediate vacancy of the City's Lead Network Administrator and Anchor IT was the sole submission for RFP #23-12 for IT Consulting
- Anchor IT has experience in IT infrastructure modernization and project management. These skills are needed in order to enhance the efficiency, reliability and security of the City's IT infrastructure to ensure support of critical operations
- Contract is for one year with a second year renewal based on performance of the first year

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$60,000.00

APPROPRIATION NUMBER: 3-01-E1-433-906

PROCUREMENT: BID #23-12 – Received one (1) proposal

IMPACT STATEMENT:

- Without the service, the City's current IT network presents an unacceptable risk to public health, safety and welfare due to our vulnerability of penetration by threat actors.
- Our June 15, 2023 Emergency declaration included a disclaimer that we will award a contract via a Fair and Open process with a four (4) month period of the declaration.

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
Purpose or Need for service:	IT CONSULTANT
Contract Award Amount	\$60,000.00
Term of Contract	ONE YEAR PLUS 2 ND YEAR OPTION
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 #23-12
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*

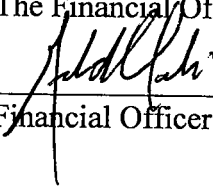
Date _____

Business Administrator/Manager Signature

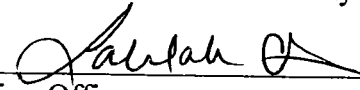
Date _____

*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 7/24/2023

For LGS use only:

Approved Denied

Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____

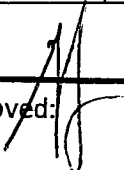
CAMDEN CITY
 520 MARKET STREET
 P O BOX 95120
 CAMDEN, NJ 08101-5120
 TEL (856)757-7000

REQUISITION	
NO.	23-02513

SHIP TO	PURCHASING BUREAU ROOM 213, CITY HALL P O BOX 95120 CAMDEN, NJ 08101
VENDOR	VENDOR #: ANC18 ANCHOR IT KEVIN TSAKONAS 15 HARTE PLACE PISCATAWAY, NJ 08854-0885

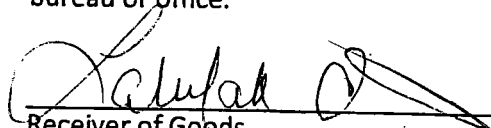
ORDER DATE: 07/21/23
 DELIVERY DATE: 07/21/23
 STATE CONTRACT:
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00 LS	CONSULTANT FOR IT RFP #23-12 RES # RES DATE 8/9/2023 NTE: \$60,000.00	3-01-E1-433-906	60,000.0000	60,000.00
			TOTAL	60,000.00

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

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

Proposers shall submit a cost proposal to include a total fixed lump sum cost, payable monthly, to provide routine, emergency and other Information Technology Support and Consulting Services described in the Scope of Works section herein. The Total Lump Sum Fixed Cost proposal amount shall include all costs and charges associated with Information Technology (IT) Support and consulting services, the City of Camden shall not incur additional costs or fees associated with the services rendered.

If selected, vendor must submit monthly billings. No separate payments will be made for out-of-pocket expenses, such as, but not limited to: transportation, parking, telephone, coordination with other parties, copying, printing, faxing, mailing or courier services. These out-of-pocket expense should be included in the proposed fixed cost.

By submission of a proposal, proposer acknowledges and agrees to adhere to the fee schedule to be set by the City at the time of awarding any contract for the subject services.

TOTAL FIXED LUMP SUM COST FOR SCOPE OF WORK LISTED IN RFP 23-12	COMMENTS, IF ANY
\$60,000.0000	
Subtotal:	\$ 60,000.00

Cost Proposal - Part II

In addition, an hourly rate sheet shall also be included for special projects and any additional work requested and performed with additional staff to be approved by the City of Camden prior to the commencement of those services (For example, Projects and services outside the Scope of Services).

Respondent may add additional rows as necessary.

By submission of a proposal, proposer acknowledges and agrees to adhere to the fee schedule to be set by the City at the time of awarding any contract for the subject services.

Position/Title *	Hourly Rate *
Systems Engineer	110

Summary Table

Bid Form	Amount
Cost Proposal	\$ 60,000.00
Subtotal Contract Amount:	\$ 60,000.00

05/16/23

Taxpayer Identification# 148-888-035/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.


Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 352
TRENTON, N J 08646-0252

TAXPAYER NAME:

TSAKONAS, KEVIN

ADDRESS:

15 HARTE PLACE
PISCATAWAY NJ 08854-0885

EFFECTIVE DATE:

05/16/23


TRADE NAME:

SEQUENCE NUMBER:

2858029

ISSUANCE DATE:

05/16/23



Director
New Jersey Division of Revenue

IV. SUBMISSION REQUIREMENTS

The proposal submitted by proposer must meet or exceed the professional, administrative and financial qualifications and requirements set forth in this RFP and shall incorporate the information requested below. In addition to the information required as described below, a proposer may submit supplemental information that it believes may be useful in evaluating its proposal. Proposers are encouraged to be clear, factual, and concise in their presentation of information.

The City reserves the right to hold oral discussions with individuals and/or firms of their choice for clarification of their proposal. The City further reserves the right to request additional information.

Proposal to include the following information:

A. Name of the key contact person;

Kevin Tsakonas

B. A description of the business organization (i.e., sole proprietorship, corporation, partnership, joint venture, etc.) of each firm, its ownership and organizational structure;

This is an LLC with one member, Kevin Tsakonas.

C. The number of years the organization has been in business under the present name, and the number of years the business organization has been under the current management;

This is a new business that started in 2023 specifically to assist the City of Camden.

D. Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified. Provide an overview of qualifications and relevant experience in IT infrastructure modernization and project management.

AnchorIT integrators is currently under contract for an emergency bid to assist the City of Camden. I have worked in IT for over 23 years and am a specialist in modernizing IT from the ground up. I am fully aware of the City's situation and have a passion for making positive changes which I hope to bring to the City of Camden.

E. Proposer must demonstrate at least ten (10) years of experience in an IT infrastructure supervisory role with no information security incidents.

In 23 years, there have been no security incidents under my leadership.

F. Proposer must demonstrate at least five (5) years of experience with state, county government and/or college procurement in the State of New Jersey. Proposer can provide a listing of all other engagements where services of the type being proposed were provided during the past two calendar years.

I have worked for Rutgers University from 2013 – 2017 and then moved to Union College of Union County NJ from 2017 – present.

G. Detailed approach and methodology for completing the project within the specified timelines.

Evaluate network/data infrastructure, security and topology; make recommendations for purchase. – 60 days

Evaluate all IT processes and make recommendations to leadership. Proceed to gradually change the culture.

Work with Vendors to replace hardware infrastructure – 6 months (depending on lead times and approval from City)

Work with Vendors to replace server infrastructure as necessary – 3 months (will coincide with hardware replacement)

Write new policies and procedures – This will be completed over the course of the year as projects progress.

Request 3rd party testing to evaluate changes, restructure as necessary – 30 days

H. A statement that neither the firm nor any individuals assigned to this project have ever been prohibited from working with public entities in the State of New Jersey;

AnchorIT integrators, nor any of its employees have been prohibited from working with public entities in the state of New Jersey.

I. A list and description of all liability claims, if any, brought against the applicant during the past five (5) years.

None

J. Provide a list of any judgments, claims or suits pending or outstanding against company, If any, please explain.

None

K. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

None

L. Any additional relevant information that supports the proposal

M. Copy of a fully completed W-9

Uploaded

N. Copy of organizations NJ Business Registration Certificate (BRC)

Uploaded under "other"

O. Describe the extent, limits, and deductibles of your business insurance; and any additional warranties that you will provide

Technology Errors & Omissions Liability	
Errors and Omissions	\$2,000,000/\$2,000,000
General Liability	\$1,000,000/\$2,000,000
Business Personal Property	\$25,000
Business Income	\$50,000

**RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT
AND PAYMENT OF SAME TO WINZINGER, INC., FOR THE EMERGENCY
REMOVAL OF DEMOLITION DEBRIS AT 1042 EMPIRE AVENUE**

WHEREAS, the City demolished the building structure located at 1042 Empire Avenue, Block 1266, Lot 7 (the "Site"); and

WHEREAS, the City does not have the necessary equipment to dispose of all of the debris and the Construction Official has declared that emergency removal of the debris is necessary due to constant dumping on the Site; and

WHEREAS, three (3) quote were received from contractors for the removal of debris from the Site; and

WHEREAS, the City of Camden received a quote of \$47,000.00 from Winzinger, Inc., the lowest quote, for the removal of debris from the Site; and

WHEREAS, the City of Camden is permitted by New Jersey law, N.J.S.A. 40:48 - 1.1 et seq. and the City of Camden Code to impose a municipal lien in the amount of \$47,000.00 on the property at 1042 Empire Avenue, Block 1266, Lot 7, or alternatively, to enforce the payment of \$47,000.00, together with interest, as a debt of the owner of the property for the City's costs incurred for the contractor to perform the work for the removal of demolition debris at the property; now, therefore

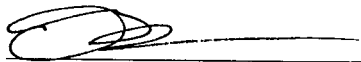
BE IT RESOLVED, by the City Council of the City of Camden as follows:

1. The appropriate person in City of Camden shall have the authority to impose and record a lien in the amount of \$47,000.00 on the property at 1042 Empire Avenue, Block 1266, Lot 7, for the costs incurred for the removal of debris from the Site.
2. The municipal lien in the amount of \$47,000.00 for the property at 1042 Empire Avenue, Block 1266, Lot 7, shall remain on the property until the owner or other interested party satisfies this amount.
3. Interest and other costs shall accrue on the lien amount as allowed by law.
4. The City shall also have the authority pursuant to N.J.S.A. 40:48-1.1 and the Camden City Code to enforce the payment of the costs incurred by the City in the amount of \$47,000.00 for the demolition removal of debris of the property at 1042 Empire Avenue, Block 1266, Lot 7, together with interest, as a debt of the owner of the property, by instituting an action at law for the collection of this sum.

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: August 8, 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: WINZINGER

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

• BUDGET APPROPRIATION: 3-01-E6-702-908
AMOUNT: \$ 47,000.00

• APPROPRIATION RESERVE:
AMOUNT: \$

• DEDICATED BY RIDER:
AMOUNT: \$

• RESERVE FOR STATE AND FEDERAL GRANT:
AMOUNT; \$,

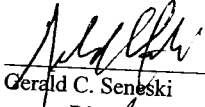
• CAPITAL ORDINANCE
AMOUNT: \$

• 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 \$ 47,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT AND PAYMENT TO SAME TO WINZINGER, INC FOR THE EMERGENCY REMOVAL OF DEMOLITION DEBRIS AT 1042 EMPIRE AVENUE. A MUNICIPAL LIEN IS IMPOSED AGAINST THE PROPERTY


Gerald C. Seneski

Director of Finance

Date: 7/24/23



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 08/09/2023

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

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT AND PAYMENT OF SAME TO WINZINGER, INC FOR THE EMERGENCY REMOVAL OF DEMOLITION DEBRIS AT 1042 EMPIRE AVE. A MUNICIPAL LIEN IS IMPOSED AGAINST THE PROPERTY

Point of Contact:	Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent	Y		7/24/2023	
Director of Finance			7/24	
Approved by:			7/27	
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.

JUL 28 2023

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 AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT AND PAYMENT OF SAME TO WINZINGER, INC FOR THE EMERGENCY REMOVAL OF DEMOLITION DEBRIS AT 1042 EMPIRE AVE. A MUNICIPAL LIEN IS IMPOSED AGAINST THE PROPERTY

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

- Ratify the emergency bid and payment of same to Winzinger, Inc, PO Box 537, 1704 Marne Highway, Hainesport, NJ 08036 for the emergency removal of demolition debris at 1042 Empire Ave.
- DPW initially knocked down the vacant block however, the City does not have the necessary equipment to dispose of all the debris
- Construction Office declared emergency removal is necessary due to the constant dumping which is adversely affecting a viable business across the street.
- Received three (3) quotes total (Winzinger \$47,000), The Original Hargrove (\$130,000.00) & Caravella (\$99,000.00)
- 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: \$47,000.00
APPROPRIATION NUMBER: 3-01-E6-702-908

IMPACT STATEMENT:

- ER Demolition work started 7/10/2023

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	WINZINGER INC
Purpose or Need for service:	EMERGENCY DEMOLITION REMOVAL AT 1042 EMPIRE AVE
Contract Award Amount	\$47,000.00
Term of Contract	~5 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?	YES CARAVELLA \$99,000.00 HARGROVE \$130,000.00

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 _____



CITY OF CAMDEN
DEPARTMENT OF CODE ENFORCEMENT
BUILDING BUREAU

**EMERGENCY REMOVAL OF
DEMOLITION DEBRIS
BY CONTRACTOR**

To: Keith Walker, Director of Department of Public Works
From: JAMES R RIZZO, Construction Official
Date: Thursday, June 29, 2023
SITE: 1042 EMPIRE AVE
Owner UNKNOWN
Address

I hereby certify that all necessary steps required pursuant to UCC 5:23-2.32 have been taken by the Building Bureau prior to issuing this demolition memorandum for above referenced property.
Please process accordingly.

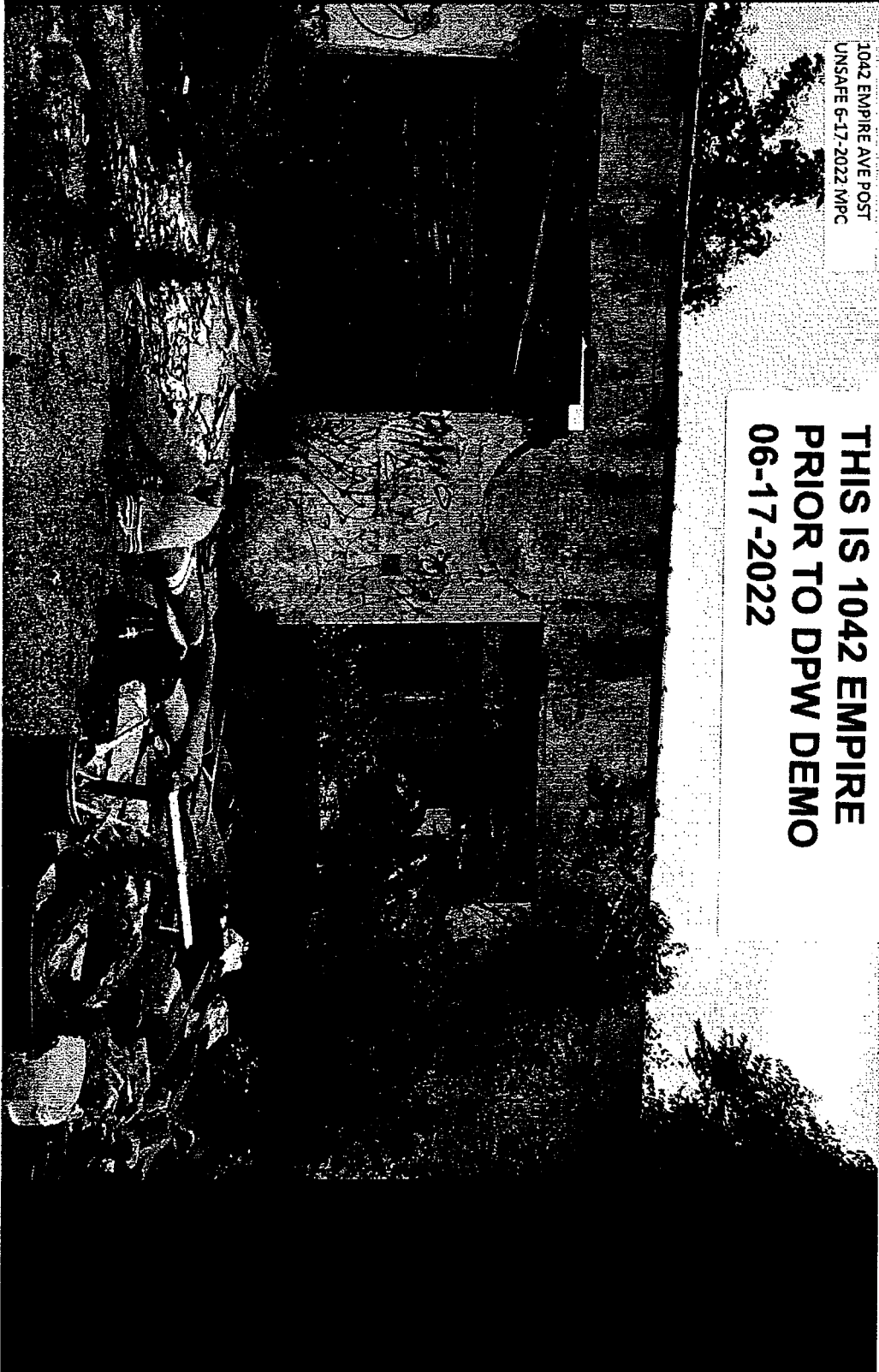
Signed: 
JAMES R RIZZO, Construction Official

Signed: _____
Building Sub code Official

**COMMENTS — DPW PUT THIS BUILDING ON THE GROUND BUT
DO NOT HAVE THE EQUIPMENT TO REMOVE THIS DEBRIS**

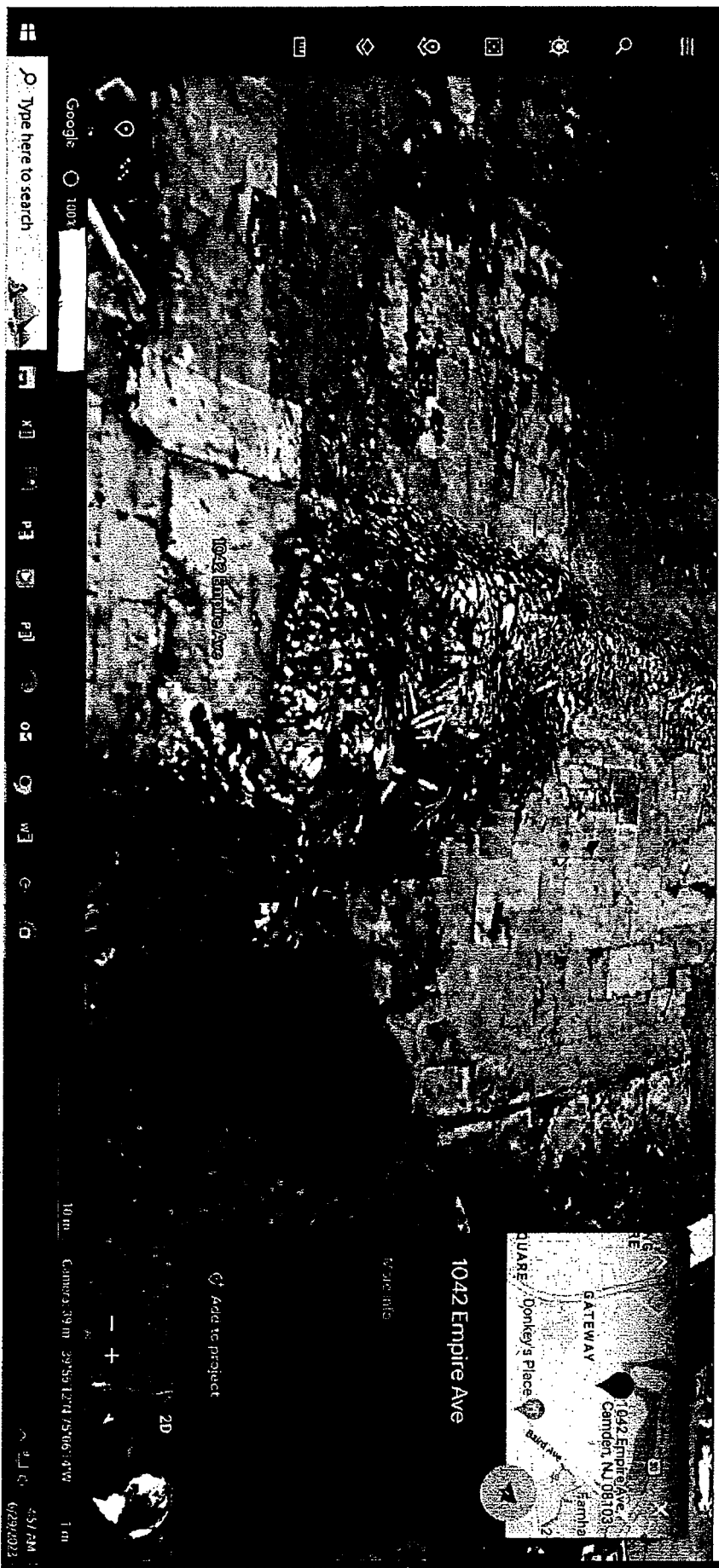
1042 EMPIRE AVE POST
UNSAFE 6-17-2022 MPC

**THIS IS 1042 EMPIRE
PRIOR TO DPW DEMO
06-17-2022**



THIS IS 1042 EMPIRE AFTER DPW DEMO

32293&S1.4986045d.35y.37.47351582h.44985928hll... ☆ ✖ □ ×



1042 Empire Ave

Add to project

2D

10m Camera: 39m 29°59'12.74"N 75°06'1.7"W

4:57 PM 6/29/2022

Lateefah Chandler

From: James Rizzo
Sent: Thursday, June 29, 2023 5:46 AM
To: Lateefah Chandler; Timothy J. Cunningham; Keith L. Walker
Cc: James Rizzo
Subject: EMERGENCY REMOVAL OF DEMOLITION DEBRIS FROM 1042 EMPIRE AVE JUNE 29, 2023
Attachments: Message from "RNP5838798034A4"

To all,

DPW initially knocked down the vacant deteriorated block building but they don't have the necessary equipment to dispose of all of this debris on the ground.

This is an emergency request due a constant dumping on this pile of debris. This debris needs to be removed as soon as possible. There is also an adverse effect on a viable business directly across the street from this debris pile, that continues to grow.

Please get quotes for the removal of this pile of debris, 5 days.

Thanks

*JAMES R RIZZO, CONSTRUCTION OFFICIAL
520 MARKET ST
BUILDING BUREAU, ROOM 403
CITY HALL, CAMDEN NJ 08102
JARIZZO@CI.CAMDEN.NJ.US*

RESOLUTION OF SUPPORT FOR AN APPLICATION FOR A RECREATIONAL CANNABIS CULTIVATOR'S LICENSE SUBMITTED BY AS PROMISED FARMS, LLC AND REQUESTING THAT THE CANNABIS REGULATORY COMMISSION ISSUE A RECREATIONAL CANNABIS CULTIVATOR'S LICENSE TO AS PROMISED FARMS, LLC FOR 1600 CARMAN STREET, CAMDEN, NEW JERSEY

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" (the "Act"), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributer license, for businesses involved in transporting cannabis plants in bulk from on licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchases items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer; and

WHEREAS, the New Jersey Cannabis Regulatory Commission has issued regulations implementing the Act at N.J.A.C. 17:30-1.1 et seq.; and

WHEREAS, on February 8, 2022, the City of Camden adopted an ordinance, MC-5371, establishing and controlling recreational cannabis licenses in the City of Camden which was amended by MC-5414, adopted on October 11, 2022, further amended by MC- 5426, adopted on November 10, 2022, and then further amended by MC-5427, adopted on December 13, 2022; and

WHEREAS, the New Jersey Cannabis Regulatory Commission's regulations and guidance require evidence of support for a license-applicant from a municipality; to submit a recreational cannabis application which shall include the following:

1. The license applicant's legal name under which it is registered to do business in the State of New Jersey;
2. That the municipality has authorized the type of cannabis business license being sought by the license-applicant to operate within its jurisdiction; and
3. A confirmation that if the municipality has imposed a limit on the number of licensed cannabis businesses, the issuance of a license to the license-applicant by the New Jersey Cannabis Regulatory Commission would not exceed that license limit; and

WHEREAS, the City Council of the City of Camden adopted a cannabis ordinance with subsequent amendments, which establish the number of permitted licenses as follows:

1. A maximum of three (3) standard or micro-business licenses operating under Class 1 shall be permitted to operate within the City only in commercial zone area specified as Commercial 3 and Light Industrial 2.
2. A maximum total of three (3) standard or micro-business cannabis licenses operating under Class 2 shall be permitted to operate within the City only in commercial zone specified as Light Industrial Zone – LI-1.
3. A maximum total of three (3) standard or micro-business cannabis licenses operating under Class 3 shall be permitted within the City only in commercial zone areas specified as Light Industrial Zones, LI-1 and LI-2.
4. A maximum total of three (3) standard or micro-business cannabis licenses operating under Class 4 shall be permitted within the City only in commercial zone areas specified as Light Industrial Zone – LI-1.
5. A maximum of 20 standard or microbusiness retail cannabis business licenses operating under Class 5 shall be permitted within the City in the commercial zones with no more than six (6) per zone as specified in the following zones:
 - a. C-2 Zone – Gateway/Waterfront South
 - b. C-3 Zone – Old Pathmark Area
 - c. C-4 Zone – Admiral Wilson Boulevard
 - d. US Zone – University Services
 - e. CC Zone – Center City
 - f. C-1 Zone - Haddon Avenue from Kaighn Avenue to Atlantic Avenue
 - g. C-2 Zone - Vine Street from North Front Street to North 3rd Street
 - h. TOD District - White Horse Pike from Haddon Avenue to Ferry Avenue
 - i. Any other properties outside the specific zones described in subsections (a) through (h) above, provided that the applicant/petitioner obtains a use variance, inclusive of any conditions, from the Zoning Board of Adjustment.
 - j. Class 6: Delivery – In accordance with the Act, delivery of cannabis products within the City is authorized where permitted by State law.

WHEREAS, the license-applicant, As Promised Farms, LLC submitted an application for a recreational cannabis cultivator’s license for 1600 Carman Street, Camden, New Jersey, which did not fall within the above identified cultivator’s zones; and

WHEREAS, the Camden Cannabis Committee, after review of the application for a recreational cannabis cultivator’s submitted by As Promised Farms, LLC recommended approval of the application for a recreational cannabis cultivator’s subject to and conditioned upon As Promised Farms, LLC obtaining a Use Variance from the Zoning Board of Adjustment as is permitted by the cannabis ordinance and its amendments; and

WHEREAS, As Promised Farms, LLC sought a Use Variance from the Zoning Board of Adjustment for 1600 Carman Street; Block 1196, Lots 29, 30, 31 and 40, for a recreational cannabis cultivator’s license which was approved by the Zoning Board of Adjustment on May 1, 2023; and

WHEREAS, the Camden Cannabis Committee has now determined to recommend to the City Council of the City of Camden that the application of As Promised Farms, LLC for a recreational cannabis cultivator’s license be approved and that the Cannabis Regulatory Commission be advised of this recommendation through this resolution of support from the City Council of the City of Camden; and

WHEREAS, New Jersey law requires that the Cannabis Regulatory Commission is the sole entity with the authority to issue a cannabis license but which requires municipal support for such cannabis license; now therefore,

BE IT RESOLVED, by the City Council of the City of Camden that the City Council of the City of Camden, by this resolution hereby supports the application of As Promised Farms, LLC for a recreational cannabis cultivator's license for 1600 Carman Street; Block 1196, Lots 29, 30, 31 and 40, Camden, New Jersey, which was submitted to the Camden Cannabis Committee and which has been so reviewed and approved by the Camden Cannabis Committee and the Zoning Board of Adjustment.

BE IT FURTHER RESOLVED, by the City Council of the City of Camden, that this resolution of support for the application for a recreational cannabis cultivator's license submitted by As Promised Farms, LLC, is based on the review of the application of As Promised Farms, LLC, by the Camden Cannabis Committee which determined the following:

1. The applicant's legal name under which it is registered to do business in the State of New Jersey is As Promised Farms, LLC.
2. The City of Camden has authorized the type of cannabis business license being sought by As Promised Farms, LLC, to operate within the City of Camden.
3. While the City of Camden has imposed a limit on the number of licensed recreational cannabis retail businesses, as stated above, the issuance of a license to the license-applicant, As Promised Farms, LLC, by the New Jersey Cannabis Regulatory Commission would not exceed that license limit.
4. The Principal of As Promised Farms, LLC is Tony Payton, Jr.
5. The proposed location of As Promised Farms, LLC is 1600 Carman Street, Block 1196, Lots 29, 30, 31 and 40, Camden, New Jersey.
6. As Promised Farms, LLC has estimated that it will have a total of 67 employees, including 25 tech/cultivation staff and 25 trimmers.
7. As Promised Farms, LLC expects to utilize approximately 58,000 square feet for a cannabis cultivation facility.
8. While the proposed location for As Promised Farms of 1600 Carman Street, Block 1196, Lots 29, 30, 31 and 40, is not located in an approved zone identified in the City of Camden's cannabis ordinance and its amendments, As Promised Farms, LLC obtained a Use Variance from the Zoning Board of Adjustment for this proposed location as is permitted by the cannabis ordinance and its amendments.
9. This company and its owners have the financial wherewithal to support this cannabis business.
10. The Principals of As Promised Farms, LLC, will be complying with the New Jersey Cannabis Regulations, N.J.A.C. 17: 30-1.1 et seq., including being willing to submit to criminal history background checks as required by New Jersey Cannabis Regulation, N.J.A.C. 17: 30-7.12.
11. The application submitted by As Promised Farms LLC to the Camden Cannabis Committee, for a recreational cannabis cultivator's license appears to meet all of the requirements of the City of Camden's cannabis ordinance, MC-5371, adopted on February 8, 2022, which was amended by MC-5414, adopted on October 11, 2022, further amended by MC- 5426, adopted on November 10, 2022, and then further amended by MC-5427, adopted on December 13, 2022.

BE IT FURTHER RESOLVED, by the City Council of the City of Camden, that, based on the review conducted by the Camden Cannabis Committee of the application for a recreational cannabis cultivator's license sought by the license-applicant, As Promised Farms, LLC and subject to compliance by As Promised Farms, LLC and its Principals with the New Jersey Cannabis Regulations and further contingent upon As Promised Farms, LLC obtaining all of the City's applicable zoning, mercantile and building permit approvals, the City of Camden hereby recommends to the Cannabis Regulatory Commission that a recreational cannabis cultivator's license be issued to As Promised Farms, LLC for a proposed location at 1600 Carman Street, Camden, New Jersey.

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

Date: August 8, 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
08-08-23

R-15

**RESOLUTION RE-APPOINTING KAREN MERRICKS AS A MEMBER TO THE
ZONING BOARD OF ADJUSTMENT, FOR A FOUR (4) YEAR TERM**

WHEREAS, the Mayor has re-appointed Karen Merricks to serve as a member of the City of Camden Zoning Board of Adjustment; and


WHEREAS, this Council has reviewed the qualifications of the appointee and consents to said appointment; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that Karen Merricks is hereby re-appointed to serve as a member of the City of Camden Zoning Board of Adjustment for a four (4) year term beginning August 8, 2023 and ending on August 7, 2026 as provided by law.

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: August 8, 2023

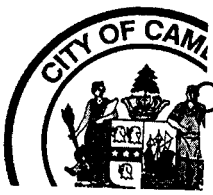
The above has been reviewed
and approved as to form.



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: AUGUST 8, 2023

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

TITLE OF ORDINANCE/RESOLUTION: Resolution Providing Advice And Consent For The Reappointment Of Karen Merricks As A Member Of The Zoning Board of Adjustment for a Four (4) Year Term.

Point of Contact:	Timothy J. Cunningham	Administration	Ext. 7150	Ticunnin@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

ENDORSEMENTS

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

Approved by:
Business Administrator


Signature

7.26.23
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

JUL 28 2023
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 Providing Advice And Consent For The Reappointment Of Karen Merricks As A Member Of The Zoning Board of Adjustment for a Four (4) Year Term.

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

- **Mayor's Appointment**
- **Term Commencing 8/8/23 to 8/7/26**

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:

- **No Funds Needed**

IMPACT STATEMENT:

- What will happen if the City Council approves this legislation?
 - **The Zoning Board of Adjustment Will Have Fully Staffed Meetings**
- What changes and by how much if the City Council approves this proposal?
 - **No Money Involved**
- Why Should the City Council approve this legislation?
 - **Position is needed in order to have Zoning Board of Adjustment Meetings**
- What will happen if the City Council does not approve this legislation?
 - **Unable to have fully staffed meetings**

SUBJECT MATTER EXPERTS/ADVOCATES: - N/A

- 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 – **Zoning Board of Adjustment**

Prepared by: Diana Gonzalez/Marc Rioldino

856-757-7150

Name

Phone/Email

R-16

DB:dh
08-08-23

**RESOLUTION RE-APPOINTING CHARLES COOPER AS A MEMBER TO THE
ZONING BOARD OF ADJUSTMENT, FOR A FOUR (4) YEAR TERM**

WHEREAS, the Mayor has re-appointed Charles Cooper to serve as a member of the City of Camden Zoning Board of Adjustment; and

WHEREAS, this Council has reviewed the qualifications of the appointee and consents to said appointment; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that Charles Cooper is hereby re-appointed to serve as a member of the City of Camden Zoning Board of Adjustment for a four (4) year term beginning August 8, 2023 and ending on August 7, 2026 as provided by law.

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: August 8, 2023

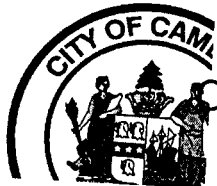
The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

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

COUNCIL MEETING DATE: AUGUST 8, 2023

TITLE OF ORDINANCE/RESOLUTION: Resolution Providing Advice And Consent For The Reappointment Of Charles Cooper As A Member Of The Zoning Board of Adjustment for a Four (4) Year Term.

Point of Contact:	Timothy J. Cunningham	Administration	Ext. 7150	Ticunnin@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				
Director of Finance				

Approved by:
Business Administrator

Signature

7.26.23
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

JUL 28 2023
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 Providing Advice And Consent For The Reappointment Of Charles Cooper As A Member Of The Zoning Board of Adjustment for a Four (4) Year Term.

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

- Mayor's Appointment
- Term Commencing 8/8/23 to 8/7/26

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:

- No Funds Needed

IMPACT STATEMENT:

- What will happen if the City Council approves this legislation?
 - **The Zoning Board of Adjustment Will Have Fully Staffed Meetings**
- What changes and by how much if the City Council approves this proposal?
 - **No Money Involved**
- Why Should the City Council approve this legislation?
 - **Position is needed in order to have Zoning Board of Adjustment Meetings**
- What will happen if the City Council does not approve this legislation?
 - **Unable to have fully staffed meetings**

SUBJECT MATTER EXPERTS/ADVOCATES: - N/A

- 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 – **Zoning Board of Adjustment**

Prepared by: Diana Gonzalez/Marc Riondino

856-757-7150

Name

Phone/Email

R-17

DB:dh
08-08-23

**RESOLUTION APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE
CAMDEN COUNTY MUNICIPAL UTILITIES AUTHORITY AND THE
CITY OF CAMDEN FOR SEWER CLEANING SERVICES IN THE
CAMDEN CITY COLLECTION SYSTEM**

WHEREAS, the CCMUA owns and operates a regional wastewater treatment system that serves the entire County of Camden in the State of New Jersey for the treatment of wastewater and disposal of bio-solids (the "County System"); and

WHEREAS, the City owns and operates a local sewer collection system for the City of Camden in the State of New Jersey (the "City System"); and

WHEREAS, the CCMUA has previously received authorization from the New Jersey Department of Environmental Protection ("NJDEP") to award contract S340640-33, the Bar Screen & Grit System Upgrades (the "Upgrades Project"); and

WHEREAS, on May 17, 2023, the CCMUA awarded the Upgrades Project under CCMUA Contract No. 608 to Stone Hill Contracting Co. Inc.; and

WHEREAS, the Upgrades Project is part of an overall strategy to allow more combined sewage into the CCMUA's Delaware No. 1 wastewater treatment facility by increasing the surface areas of the bar screens; and

WHEREAS, during periods of wet weather, the CCMUA routinely operates all three of its bar screens but, during the Upgrades Project, it will be necessary to take one bar screen out of service; and

WHEREAS, during times of high flow the bar screens can become blinded by grit and trash from the City System, which limits the amount of flow the County System can receive and which makes the County system vulnerable to overflows upstream; and

WHEREAS, during times of high flow and/or when the bar screens are blinded, the City System can relieve itself through the combined sewer overflows; and

WHEREAS, pursuant to the CCMUA's NJDEP permit, the County System is prohibited from overflowing; and

WHEREAS, it has come to the attention of the CCMUA that there are large amounts of grit and trash in the City System that has the ability to impact the County's System as described above; and

WHEREAS, it is in the interest of the CCMUA to remove the grit and trash from the City System in an expedited manner so as to greatly reduce the potential for sanitary overflows in the County System; and

WHEREAS, on July 26, 2023, the CCMUA authorized the amendment of the Upgrades Project to allow for the procurement of a contractor to expeditiously remove the grit and trash from the City System; and

WHEREAS, the CCMUA has amended the S340640-33 Upgrades Project application with the NJDEP to allow for this work to be funded in the same manner as the bar screen and grit system components under the Upgrades Project; and

WHEREAS, pursuant to the amended Upgrades Project, the CCMUA will utilize New Jersey Environmental Infrastructure Trust Fund ("NJEITF") funds to facilitate the grit and trash removal from approximately 30 miles of the City System (the "City System Cleaning Project" or "Project"); and

WHEREAS, the City and the CCMUA desire to memorialize their respective rights and responsibilities with respect to the City System Cleaning Project; 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 CCMUA to provide, sewer cleaning services in the Camden City Collection system.

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: August 8, 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

**SHARED SERVICES AGREEMENT
BETWEEN THE CITY OF CAMDEN AND CAMDEN COUNTY MUA
FOR SEWER CLEANING SERVICES IN CAMDEN CITY COLLECTION SYSTEM**

THIS AGREEMENT ("**Agreement**") is made as of this ____ day of _____, 2023 ("**Effective Date**"), by and between the **City of Camden**, a municipal corporate body politic (the "**City**") and the **Camden County Municipal Utilities Authority**, a municipal utilities authority of the State of New Jersey (the "**CCMUA**") (each a "**Party**" and collectively, the "**Parties**").

WHEREAS, the CCMUA owns and operates a regional wastewater treatment system that serves the entire County of Camden in the State of New Jersey for the treatment of wastewater and disposal of bio-solids (the "**County System**"); and

WHEREAS, the City owns and operates a local sewer collection system for the City of Camden in the State of New Jersey (the "**City System**"); and

WHEREAS, the CCMUA has previously received authorization from the New Jersey Department of Environmental Protection ("**NJDEP**") to award contract S340640-33, the Bar Screen & Grit System Upgrades (the "**Upgrades Project**"); and

WHEREAS, on May 17, 2023, the CCMUA awarded the Upgrades Project under CCMUA Contract No. 608 to Stone Hill Contracting Co. Inc.; and

WHEREAS, the Upgrades Project is part of an overall strategy to allow more combined sewage into the CCMUA's Delaware No. 1 wastewater treatment facility by increasing the surface areas of the bar screens; and

WHEREAS, during periods of wet weather, the CCMUA routinely operates all three of its bar screens but, during the Upgrades Project, it will be necessary to take one bar screen out of service; and

WHEREAS, during times of high flow the bar screens can become blinded by grit and trash from the City System, which limits the amount of flow the County System can receive and which makes the County system vulnerable to overflows upstream; and

WHEREAS, during times of high flow and/or when the bar screens are blinded, the City System can relieve itself through the combined sewer overflows; and

WHEREAS, pursuant to the CCMUA's NJDEP permit, the County System is prohibited from overflowing; and

WHEREAS, it has come to the attention of the CCMUA that there are large amounts of grit and trash in the City System that has the ability to impact the County's System as described above; and

WHEREAS, it is in the interest of the CCMUA to remove the grit and trash from the City System in an expedited manner so as to greatly reduce the potential for sanitary overflows in the County System; and

WHEREAS, on July 26, 2023, the CCMUA authorized the amendment of the Upgrades Project to allow for the procurement of a contractor to expeditiously remove the grit and trash from the City System; and

WHEREAS, the CCMUA has amended the S340640-33 Upgrades Project application with the NJDEP to allow for this work to be funded in the same manner as the bar screen and grit system components under the Upgrades Project; and

WHEREAS, pursuant to the amended Upgrades Project, the CCMUA will utilize New Jersey Environmental Infrastructure Trust Fund ("NJEITF") funds to facilitate the grit and trash removal from approximately 30 miles of the City System (the "City System Cleaning Project" or "Project"); and

WHEREAS, the City and the CCMUA desire to memorialize their respective rights and responsibilities with respect to the City System Cleaning Project; and

NOW THEREFORE, in consideration of the above recitals and the mutual promises and covenants set forth hereinafter, the sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties do hereby agree as follows:

1. Recitals: The foregoing recitals are hereby incorporated by reference and made a part hereof, as if set forth fully herein.

2. CCMUA Responsibilities:

(a) Within ____ days of the Parties entering into this Agreement, the CCMUA shall issue a bid pursuant to amended NJDEP Project S40640-33 for the procurement of a contract for grit and trash removal from the portions of the City of Camden Sewer Collection System (the "Contract") set forth in Exhibit A, attached hereto; and

(b) The CCMUA shall award the Contract for the City System Cleaning Project subject to the City's written confirmation that it approves of such award; and

(c) Within fourteen (14) days of its award, the CCMUA shall provide the City and New Jersey American Water ("NJAW") with a copy of the awarded and fully executed Contract for the City System Cleaning Project. The Parties understand and acknowledge that the fully executed Contract shall be attached as Exhibit B to this Agreement;

(d) The Contract for the City System Cleaning Project shall include a deadline by which the Project must be completed by July 31, 2024.

(e) The CCMUA has applied for a loan through the NJEITF to finance the City System Cleaning Project and the NJDEP has represented to the CCMUA that the NJEITF loan to fund the Project shall be subject to 80% principal forgiveness.

3. City Responsibilities:

(a) The City shall use NJAW to provide Construction Management and Inspection services over the City System Cleaning Project pursuant to the City's existing, separate agreement with NJAW to oversee cleaning of the City System; and

(b) The City shall repay to the CCMUA any outstanding principal of the NJEITF loan which, given the NJDEP assurances that the NJEITF funding will include 80% principal forgiveness, shall entail that the City pay to the CCMUA the remaining 20% of the full amount of the loan; and

4. Force Majeure: If any Party shall be delayed or prevented from the performance of any act or obligation required under this Agreement by reason of acts of God, fire, flood, earthquake, hurricane, tornado, unusually severe weather conditions, terrorism, riots, civil unrest, strikes, lockouts, labor unrest, inability to procure materials, actions or inactions of governmental entities, agencies or authorities (other than the actions or inactions of the party claiming excuse from performance) having competent jurisdiction over the subject matter (including but not limited to moratoria, the failure to issue or delayed issuance of a required permit or approval other than for reasons of incompleteness of the application or the applicant's failure to diligently prosecute the application, or the grant of a required permit or approval subject to illegal or unreasonable conditions or exactions), the failure to receive or delay in receipt of anticipated and/or approved loan proceeds or grant funds, the appeal of any required governmental permit or approval by a third party objector, the acts or omissions of another Party (other than in furtherance of the exercise of any right or remedy available hereunder for breach or default of the Party claiming excuse), unanticipated site conditions, failure of the other Party to timely complete its obligations under the Agreement and any other conditions or causes beyond the reasonable control of and not caused by the Party claiming excuse from performance ("Force Majeure"), performance of such acts or obligations shall be excused for the period of the delay and the time period for performance of any such acts shall be extended for a period of time equivalent to the period of delay plus a reasonable period of time for remobilization if applicable. The Party claiming Force Majeure shall provide the other Parties with prompt written notice of the causes or conditions claimed to constitute Force Majeure and must use reasonable efforts to perform any acts and obligations, if any, not affected by such Force Majeure and/or to resume performance of the affected acts and obligations as soon as practicable.

5. Default by CCMUA:

(a) If CCMUA should default in any of its material obligations under this Agreement related to the completion of the Project, which default shall continue for a period

of thirty (30) days after written notice to cure from the City (or, if the nature of the default is such that it is not reasonably capable of being completely cured within thirty (30) days, then if CCMUA shall fail to commence and continue to diligently pursue cure within said period), then the City will have an action for specific performance or a remedy for self-help as permitted by subparagraph 5(b).

(b) The City shall be entitled to a remedy of self-help as set forth in subparagraph 5(c) only if (i) the CCMUA refuses to perform its obligations under this agreement or (ii) the CCMUA does not refuse to complete its obligations under this Agreement but is not performing its obligations under this Agreement in a commercially reasonable manner and/or in a reasonably prompt manner.

(c) In the event the City is entitled to a self-help remedy pursuant to paragraph 5(b) as to the City System Cleaning Project only, the City upon notice to the CCMUA may, but shall not be required to, undertake the Project. In the event that the City exercises its right to undertake the City System Cleaning Project, it shall not be entitled to any reimbursement of costs or expenses from the CCMUA. The City shall also not be entitled to any NJEITF funding obtained by the CCMUA dedicated towards the Project.

(d) The City's remedies against the CCMUA for a breach or default of this Agreement shall be limited to the remedies of specific performance and self-help as provided for in subparagraphs 5(a)-(c) herein. In no event shall CCMUA be liable for any other remedy or for special, consequential, punitive or monetary damages not provided in subparagraphs 5(a) — (c). Notwithstanding any other provision of this Agreement to the contrary, the City's remedies under this Agreement are subject to the rights of any lender that are used to finance any of the City System Cleaning Project.

6. Default by the City: In the event that the City should default in any of its obligations under this Agreement, which default shall continue for a period of thirty (30) days after written notice to cure from the CCMUA (or, if the nature of the default is such that it is not reasonably capable of being completely cured within thirty (30) days, then if the City shall fail to commence and continue to diligently pursue cure within said period), then the CCMUA shall have any remedies available at law or in equity--with the exception of special, indirect, consequential, or punitive damages--against the City.

7. Notice: All notices required or permitted under this Agreement shall be in writing signed by the Party serving the same and shall be served on the other Part by postage prepaid certified or registered mail, return receipt requested, by a nationally recognized overnight express delivery service that obtains delivery receipts (*e.g.*, FEDEX), or by facsimile transmission with confirmation of receipt and addressed as follows, or to such other address for which a Party provided notice of change of address pursuant hereto:

If to CCMUA:

Camden County M.U.A.
1645 Ferry Ave, Camden, NJ 08104
Camden, NJ 08104
Attention: Scott Schreiber, Executive Director
Fax: 856-964-1829

With a copy to:

Camden County M.U.A.
1645 Ferry Ave, Camden, NJ 08104
Camden, NJ 08104
Attention: Stephanie Madden, Esq., General Counsel
Fax: 856-964-1829

If to the City:

City Clerk
520 Market Street
City Hall, Fourth Floor
P.O. BOX 95120
Camden, New Jersey 08101-5120
Attention: _____
Phone: 856-757-7223
Fax: 856-757-7220

With a copy to:

City of Camden
City Attorney
520 Market Street
City Hall, Room 213
Camden, New Jersey 08101-5120
Attention: _____
Phone: 856-757-7170
Fax: 856-342-7728

Any notice so served shall be deemed to have been received three (3) days after the date of mailing, or the next business day if served by overnight express delivery service, or the same business day, if served by facsimile transmission; *provided, however*, that notice of change of address shall not be effective until actually received by the addressee(s).

8. Term: The term of this agreement shall commence on the Effective Date and shall continue until the completion of the City System Cleaning Project.

9. Miscellaneous:

a. Governing Law: This Agreement shall be governed by and construed and enforced in accordance with the laws governing the State of New Jersey without regard to any principles of choice of law.

b. Severability: The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be adjudged illegal, void or unenforceable by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect; *provided, however,* that if the result is that any Party(ies) is/are deprived of the benefit of its/their bargain under this Agreement, then the illegal, void or unenforceable term shall be reformed to the extent necessary to render it legal and enforceable and to restore the benefit of the bargain the affected Party(ies).

c. Binding Effect: This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. No other person or entity not a Party hereto or not specifically named a beneficiary hereunder is intended to be a third party beneficiary or have any standing under this Agreement, even if incidentally benefitted hereby.

d. Relationship of Parties: The Parties are independent contracting entities only, and no relationship of principal and agent, master and servant, partnership, joint venture, attorney-in-fact, or teaming arrangement is intended by this Agreement.

e. Further Assurances/Cooperation: The Parties agree that they shall execute, acknowledge and deliver such further documents, instruments and agreements, and shall engage in such further actions, which shall be deemed reasonably necessary or desirable to effect the purposes of this Agreement; *provided, however,* that no Party shall be required to waive a right or remedy hereunder or to assume a liability or obligation not provided herein.

f. Entire Agreement: This Agreement and any exhibit(s) appended hereto and made a part hereof sets forth the final, complete and integrated understanding and agreement by and among the Parties as to the subject matter hereof. All prior oral or written understandings and agreements as to the subject matter hereof are merged herein and superseded hereby. This Agreement shall not be modified, amended or supplemented in any way, nor may its provisions be waived, in whole or in part, except specifically in a writing signed by the Parties.

g. Waiver: If any Party waives, or by its actions or omissions is deemed to have waived, any provision or breach hereof or right or remedy hereunder, such waiver shall not operate as a continuing waiver of the same provision, breach, right or remedy, or as a waiver of any other provision, breach, right or remedy.

h. Construction: The Parties agree that this Agreement is the result of mutual, arms-length negotiations and hereby waive any statutory or common law presumption requiring that this Agreement be construed "in favor of or "against" any Party as the draftsman hereof.

i. Captions: The captions heading the various Sections of this Agreement are inserted for convenience of reference only, and shall not be deemed to be a part of this Agreement or to play any role in the construction and enforcement hereof.

j. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, and all of which together shall be deemed but one and the same agreement.

k. Effective Date: This Agreement shall be executed and delivered first by CCMUA and then by the City after due authorization and approval. The Effective Date shall be the date on which the last Party executes and delivers this Agreement, which date shall be inserted at the top of this Agreement by such Party.

l. Reliance Upon Counsel: Each Party represents to the other Parties that in entering into this Agreement, they have relied only upon the advice of their own attorneys concerning the legal consequences of this Agreement; that the provisions of this Agreement have been explained by such attorneys to their satisfaction; and that the provisions of this Agreement are fully understood and accepted by them.

m. Waiver of Jury Trial: THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY OF THEM AGAINST ANY OTHER OF THEM INVOLVING ANY CLAIM, DISPUTE OR MATTER WHATSOEVER ARISING OUT OF OR RELATING TO, OR IN ANY IN CONNECTION WITH THIS AGREEMENT, THE CONSTRUCTION, PERFORMANCE OR BREACH HEREOF, OR OTHERWISE.

n. Venue: Any and all claims, disputes, actions, causes of actions, complaints or proceedings arising out of, relating to or in any way in connection with this Agreement, the construction, performance or breach hereof, or otherwise, shall be instituted, prosecuted and maintained in the Superior Court of New Jersey, Camden County, and the Parties and each of them hereby waive any defense based on improper venue, *forum non-conveniens* or lack of *in personam* jurisdiction.

o. Due Authorization: By signing below, each Party represents to the others that it has been authorized by all necessary action, resolution or otherwise to execute and deliver this Agreement, and that the person signing on behalf of each Party has been duly authorized to do so and that by doing so, binds such Party hereto. A copy of the City and the CCMUA's authorizing resolutions are attached as Exhibit C.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

ATTEST:

CAMDEN COUNTY MUNICIPAL UTILITIES
AUTHORITY

Name/Title:

ATTEST:

CITY OF CAMDEN

Name/Title:

R-18

DB:dh
08-08-23

**RESOLUTION AUTHORIZING THE APPOINTMENT OF THE INDIVIDUALS
BELOW TO SERVE ON THE ROOMING AND BOARDING HOUSE SITE
LICENSING BOARD**

WHEREAS, N.J.S.A. 40:52-9 et seq. and Chapter 451 of the Camden Code permit the establishment of a Rooming and Boarding House Licensing Board whose members are appointed by the governing body, no more than two of which shall be the same political party; and

WHEREAS, this Council has received the nominations of TBD, TBD and TBD as members of the Board and has determined the aforesaid individuals to be qualified; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that, the following persons are appointed as members of the Rooming and Boarding House Licensing Board for the following terms:

TBD 1 years


TBD 2 years

TBD 3 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: August 8, 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
08-08-23

R-19

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH
THE CAMDEN REDEVELOPMENT AGENCY FOR THE MANAGEMENT OF A
U.S. ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS REVOLVING
LOAN FUND SUB-GRANT FOR THE ENVIRONMENTAL REMEDIATION OF
BLOCK 1302, LOT 1 (1115 CHESTNUT STREET)**

WHEREAS, the City of Camden Redevelopment Agency ("CRA") is charged with the duty of redevelopment throughout the City of Camden; and

WHEREAS, as part of the CRA's redevelopment duties, the CRA manages the City of Camden Brownfields Program including Brownfield planning activities, applying for and managing grants for brownfield investigation and remediation, and contracting for associated professional services and remediation activities; and

WHEREAS, the City owns a site designated as 1115 Chestnut Street, Block 1302, Lot 1, on the City of Camden Tax Map and known as the 1115 Chestnut Street known as the former reliable tire site in the Gateway Redevelopment Plan; and

WHEREAS, environmental assessment activities conducted at the property indicate underground storage tanks required by NJDEP to be removed from the site as well as contaminated soil hot spots be excavated and soil disposed of to an appropriate off-site facility and backfill site with clean soil material; and

WHEREAS, the CRA is able to seek funding and cause to be performed the project's brownfield planning, assessment, remediation, and redevelopment; and

WHEREAS, the CRA and City desire to enter into a Shared Services Agreement for the CRA to secure and manage brownfield revolving loan fund sub-grant for the environmental and professional services in connection with the 1115 Chestnut Street remediation and environmental clean-up; now, therefore

BE IT RESOLVED by the governing body of the City of Camden Redevelopment Agency that the Executive Director of the Agency, a duly authorized representative of the Agency, is hereby authorized to negotiate and enter into a Shared Services Agreement with the City of Camden for the CRA to secure and manage brownfield funding and contract for the remediation and environmental clean-up and professional services in connection with the 1115 Chestnut Street site for a term of two (2) years from the execution of the 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: August 8, 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: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO

TITLE OF ORDINANCE/RESOLUTION:

Resolution Authorizing a Shared Services Agreement with the Camden Redevelopment Agency for the Management of a U.S. Environmental Protection Agency Brownfields Revolving Loan Fund Sub-Grant for the Environmental Remediation of Block 1302, Lot 1 (1115 Chestnut Street)

Point of Contact:	Olivette Simpson	Department of Development & Planning	3540	OISimpso@ci.camden.nj.us
Name	Department-Division-Bureau	Phone	Email	

ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management	Y		6/23/23	upon completion of the project the city will be responsible
Qualified Purchasing Agent				
Director of Finance			6/26	
Approved by: Business Administrator				

Attachments (list and attach all available):

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

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

JUL 28 2023

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

**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	Shared Services Agreement
Name of Vendor	CAMDEN REDEVELOPMENT AGENCY ("CRA")
Purpose or Need for service:	Resolution Authorizing a Shared Services Agreement with the Camden Redevelopment Agency for the Management of a U.S. Environmental Protection Agency Brownfields Revolving Loan Fund Sub-Grant for the Environmental Remediation of Block 1302, Lot 1 (1115 Chestnut Street)
Contract Award Amount	Zero
Term of Contract	2 years
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	
Were other proposals received? If so, please attach the names and amounts for each proposal received?	

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

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

Mayor's Signature*

Date _____

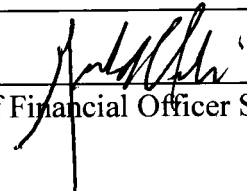
Business Administrator/Manager Signature

Date _____

*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 _____

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: Administration/Development and Planning

Grant Administrator: Candice Jefferson

Grant Administrator #: 968-3542

Grant/Project Name:		US EPA Revolving Loan Fund – 1115 Chestnut Street – Reliable Tire Site			
Grant #:		#96236900-0			
City Contract Date:		City Contract #:			
Application Resolution #:		Appropriation Code :			
Funding Source:		US Department of Environmental Protection Agency			
Pass Through:	Y	<input checked="" type="checkbox"/> N	Source:		
Amount of Grant:		\$274,203.00			
Local Match:	Y	<input checked="" type="checkbox"/> N	Cash:	Local match/CRA	In-Kind:
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:		1115 Chestnut Street	
Date of Analysis:	23-Jun-23		Reviewed By:	Kelly Mobley	

Summary:

23-Jun-23 The Department of Planning and Development on behalf of the Camden Redevelopment Agency is requesting council authorization to enter into a shared service agreement with the City of Camden for oversight of a USEPA \$274,203.00 revolving loan and an agreement to manage the project.

CRA will utilize a \$274,203 subgrant for environmental cleanup of a city owned property known as Reliable Tire – 1115 Chestnut Street.

All funds will be managed by the Redevelopment Agency. Also note that the work is completed on a regular basis, including reporting activities, maintenance of engineering control and the payment of any fees to the DEP.

All funds received for this agreement will come directly to the Camden Redevelopment Agency. The agreement is for a period of two years.

grant summary/USEPA \$274,203.00

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION

Resolution Authorizing a Shared Services Agreement with the Camden Redevelopment Agency for the Management of a U.S. Environmental Protection Agency Brownfields Revolving Loan Fund Sub-Grant for the Environmental Remediation of Block 1302, Lot 1 (1115 Chestnut Street)

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

- The Reliable Tire Site, owned by the City of Camden and designated as Block 1320, Lot 1 on the City Tax Map is located at 1115 Chestnut Street, Camden, New Jersey (the Property Site). The Project Site is approximately two acres in size and zoned per the Gateway Redevelopment Plan as Office / Light Industrial. The City acquired the Project Site in a 2018 tax foreclosure.
- Reclamation of under-utilized commercial/light industrial property is critical in the stimulating the growth and transformation of this Bergen Square neighborhood where junk yards and other negative uses prevail in this mixed-use community.
- CRA, as part of its redevelopment responsibilities, administers the City of Camden Brownfield Program, including the brownfield planning activities, applying for and managing grants for brownfield investigation and remediation, and contracting for associated professional services and remediation activities
- U.S. EPA Brownfields Revolving Loan Funds (RLF) awarded to the CRA are available to address the planned remediation activities and jump start revitalization of this area of the City.
- Site Conditions: The Property Site contains five underground storage tanks required by NJ DEP be removed from the Site as well as three contaminated soil hot spots be excavated and soil disposed of to an appropriate off-site facility and the site backfilled with clean soil material.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$289,360.00

IMPACT STATEMENT:

- The City, through tax foreclosure is the owner of the Reliable Tire Site. The Project Site has the potential after remediation to serve as a catalyst for redevelopment of the immediate area and assist in meeting the demand for clean commercial/industrial land for reuse. If the request is not approved, remediation of the Project Site will not move forward and future remedial activities will likely be the responsibility of the City.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Olivette Simpson, CRA
 - Attendance

COORDINATION: CRA, Brownfield Redevelopment Solutions, Inc., environmental consultant

Prepared by: Olivette Simpson, CRA Ext. 3540 olsimpo@ci.camden.nj.us

Name

Phone/Email

Scope of Services for A Shared Services Agreement between the City of Camden and the City of
Camden Redevelopment Agency for the Management of Funding and Environmental Services
for Block 1302, Lot 1 Located at 1115 Chestnut Street, Camden, NJ

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

PROJECT SUMMARY:

The Reliable Tire Site, owned by the City of Camden and designated as Block 1320, Lot 1 on the City Tax Map is located at 1115 Chestnut Street, Camden, New Jersey (the Property Site). The Property Site contains five underground storage tanks required by NJ DEP be removed from the Site as well as three contaminated soil hot spots be excavated and soil disposed of to an appropriate off-site facility. A US EPA RLF Subgrant is available to cover costs associated with the removal and off-site disposal of the five underground storage tanks as well as the excavation and backfilling of the three contaminated soil hotspot areas.

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

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

The City will undertake the following tasks:

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

TOTAL PROJECT SOURCES AND USES TABLE is below:

PROJECT SOURCES		PROJECT USES	
EPA RLF Subgrant (initial award)	\$ 118,525	Engineering and Reporting	\$ 50,583
EPA RLF Subgrant (increase)	\$ 155,678	Remediation Contractor	\$ 93,800
HDSRF (prior award)	\$ 15,157	NJDEP UST fees	\$ 7,100
		NJDEP RA fees	\$ 5,000
		Oversight	\$ 45,000
		CRA Fee	\$ 50,000
		Contingency (20% Contractual)	\$ 37,877
	\$ 289,360		\$ 289,360

CAMDEN REDEVELOPMENT AGENCY

US ENVIRONMENTAL PROTECTION AGENCY REVOLVING LOAN FUND PROJECT SUMMARY & RECOMMENDATIONS

Property: Block 1302, Lot 1, 1115 Chestnut Street, Camden, NJ

SUBGRANTEE: **City of Camden**
City Hall
520 Market Street
Camden, New Jersey 08101

PROJECT SUMMARY:

- The City of Camden (City) is requesting a total sub-grant of \$274,203.00. The CRA authorized by Resolutions #03-09-22F and #04-12-2023C the sub-grant awards from the US Environmental Protection Agency (EPA) Brownfield Revolving Loan Fund (RLF) for remediation of the Reliable Tire Site (Block 1302, Lot 1).
- During the CRA's assessment activities at the site, the presence of five (5) underground storage tanks (USTs) and three soil "hot spot" areas of contamination were discovered.
- Three of the USTs are registered with the NJ Department of Environmental Protection (NJDEP) and have been closed in-place, however, there does not appear to be any records on file with the NJDEP that they were properly closed. The other two USTs need to be registered with the NJDEP and properly closed.
- The Licensed Site Remediation Professional (LSRP) for the site has recommended that all five USTs be removed and disposed of to an appropriate facility off-site as required for compliance with NJDEP regulations. And, to determine if any of the USTs have leaked into the soil.
- The estimated cost to properly remove and dispose of all five USTs is \$118,525.
- Further assessment activities conducted at the site indicates the presence of three soil "hot spot" areas of contamination that must be addressed in conformance with NJDEP regulations.
- The additional costs for addressing the soil contamination hot spot areas will increase the project costs by an estimated \$155,678, bringing the **total estimated remediation costs for the Project Site to \$274,203**. Actual costs of the remediation will be determined upon the acceptance of the lowest qualified bid for the project.
- The Site is currently a City-owned property acquired by the City in 2018 tax foreclosure.
- The Site is approximately two acres in size and zoned per the Gateway Redevelopment Plan as Office / Light Industrial.
- RLF funding awarded to the CRA from US EPA is available to address the planned remediation activities.

TOTAL PROJECT SOURCES AND USES TABLE is below:

PROJECT SOURCES		PROJECT USES	
EPA RLF Subgrant (initial award)	\$ 118,525	Engineering and Reporting	\$ 50,583
EPA RLF Subgrant (increase)	\$ 155,678	Remediation Contractor	\$ 93,800
HDSRF (prior award)	\$ 15,157	NJDEP UST fees	\$ 7,100
		NJDEP RA fees	\$ 5,000
		Oversight	\$ 45,000
		CRA Fee	\$ 50,000
		Contingency (20% Contractual)	\$ 37,877
	<hr/> <hr/>		<hr/> <hr/>
	\$ 289,360		\$ 289,360

REPAYMENT
 Not Applicable.

DB:dh
08-08-23

R-20

**RESOLUTION AUTHORIZING THE EXECUTION OF A SUB-GRANT AGREEMENT
BETWEEN THE CITY OF CAMDEN AND THE CAMDEN REDEVELOPMENT
AGENCY FOR GRANT FUNDS FROM THE U.S. ENVIRONMENTAL PROTECTION
AGENCY BROWNFIELDS REVOLVING LOAN FUND FOR THE
CLEAN-UP OF THE FORMER RELIABLE TIRE SITE 1115 CHESTNUT (BLOCK
1302, LOT 1)**

WHEREAS, Camden Redevelopment Agency ("CRA") is the administrator and manager of the City of Camden's Brownfields Program; and

WHEREAS, the City is requesting the execution of a sub-grant agreement of \$200,000 from the U.S. Environmental Protection Agency Brownfield Revolving Loan Fund for the clean-up of the Former Reliable Tire Site known as 1115 Chestnut Street, Block 1302, Lot 1; and

WHEREAS, the CRA desires to give a Brownfields Revolving Loan Fund sub-grant in the amount of \$200,000 to the City of Camden for the remediation and environmental clean-up of the Property; and

WHEREAS, the City of Camden, desires to enter into a Sub-Grant Agreement with the CRA which will set forth the terms of the Sub-Grant; and

WHEREAS, City Council has determined that it is in the best interest of the City of Camden that the City enter into said Sub-Grant agreement; now, therefore

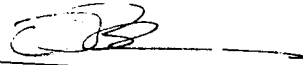
BE IT RESOLVED, by the City Council of the City of Camden that the proper officers are hereby authorized to execute a Sub-Grant Agreement with the Camden Redevelopment Agency governing the City's award of the Brownfields Revolving Loan Fund Sub-Grant in the amount of \$200,000 for the remediation and environmental clean-up of 1115 Chestnut Street, Block 1302, Lot 1.

BE IT FURTHER RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept said Sub-Grant in the amount of \$200,000 from the CRA.

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: August 8, 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

TITLE OF ORDINANCE/RESOLUTION:

Resolution Authorizing a the Execution of a Sub-Grant Agreement Between the City of Camden and the Camden Redevelopment Agency for Grant Funds From the U.S. Environmental Protection Agency Brownfields Revolving Loan Fund the Clean Up of the Former Reliable Tire Site - Block 1302, Lot 1

Point of Contact:	Olivette Simpson	Department of Development & Planning	3542	OISimpso@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	ig		6/23/23	upon completion of the project the city will be responsible
Qualified Purchasing Agent				
Director of Finance			6/26	
Approved by: Business Administrator			7/27	

Attachments (list and attach all available):

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

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

Received by: City Attorney

Signature _____ Date _____

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

**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	Resolution Authorizing a the Execution of a Sub-Grant Agreement Between the City of Camden and the Camden Redevelopment Agency for Grant Funds From the U.S. Environmental Protection Agency Brownfields Revolving Loan Fund the Clean Up of the Former Reliable Tire Site - Block 1302, Lot 1
Name of Vendor	Camden Redevelopment Agency ("CRA")
Purpose or Need for service:	
Contract Award Amount	\$274,203.00
Term of Contract	2 years
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	
Were other proposals received? If so, please attach the names and amounts for each proposal received?	

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

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

Mayor's Signature*

Date _____

Business Administrator/Manager Signature

Date _____

*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 _____

Initial Report Revised Report Closing Report
Bureau of Grants Management Grant Summary Form
Grant Status Code: G
(green - g; yellow - y; red - r)

Department: Administration/Development and Planning

Grant Administrator: Candice Jefferson

Grant Administrator #: 968-3542

Grant/Project Name:		US EPA Revolving Loan Fund – 1115 Chestnut Street – Reliable Tire Site			
Grant #:		#96236900-0			
City Contract Date:			City Contract #:		
Application Resolution #:			Appropriation Code :		
Funding Source:		US Department of Environmental Protection Agency			
Pass Through:	Y	<input checked="" type="checkbox"/> N	Source:		
Amount of Grant:		\$274,203.00			
Local Match:	Y	<input checked="" type="checkbox"/> N	Cash:	Local match/CRA	In-Kind:
Budget Insertion Resolution # & Date:				Accepting Grant Resolution # MC:	
Term of Grant:				Location of Activity:	1115 Chestnut Street
Date of Analysis:	23-Jun-23		Reviewed By:	Kelly Mobley	

Summary:

23-Jun-23 The Department of Planning and Development on behalf of the Camden Redevelopment Agency is requesting council authorization to enter into a shared service agreement with the City of Camden for oversight of a USEPA \$274,203.00 revolving loan and an agreement to manage the project. CRA will utilize a \$274,203 subgrant for environmental cleanup of a city owned property known as Reliable Tire – 1115 Chestnut Street.

All funds will be managed by the Redevelopment Agency.

[Redacted text]

All funds received for this agreement will come directly to the Camden Redevelopment Agency. The agreement is for a period of two years.

grant summary/USEPA \$274,203.00

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION

Resolution Authorizing a the Execution of a Sub-Grant Agreement Between the City of Camden and the Camden Redevelopment Agency for Grant Funds From the U.S. Environmental Protection Agency Brownfields Revolving Loan Fund the Clean Up of the Former Reliable Tire Site - Block 1302, Lot 1

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

- The Reliable Tire Site, owned by the City of Camden and designated as Block 1320, Lot 1 on the City Tax Map is located at 1115 Chestnut Street, Camden, New Jersey (the Property Site). The Project Site is approximately two acres in size and zoned per the Gateway Redevelopment Plan as Office / Light Industrial. The City acquired the Project Site in a 2018 tax foreclosure.
- Reclamation of under-utilized commercial/light industrial property is critical in the stimulating the growth and transformation of this Bergen Square neighborhood where junk yards and other negative uses prevail in this mixed-use community.
- CRA, as part of its redevelopment responsibilities, administers the City of Camden Brownfield Program, including the brownfield planning activities, applying for and managing grants for brownfield investigation and remediation, and contracting for associated professional services and remediation activities
- U.S. EPA Brownfields Revolving Loan Funds (RLF) awarded to the CRA from EPA is available to address the planned remediation activities and jump start revitalization of this area of the City.
- Site Conditions: The Property Site contains five underground storage tanks required by NJ DEP be removed from the Site as well as three contaminated soil hot spots be excavated and soil disposed of to an appropriate off-site facility and the site backfilled with clean soil material.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$289,360.00

IMPACT STATEMENT:

- The City, through tax foreclosure is the owner of the Reliable Tire Site. The Project Site has the potential after remediation to serve as a catalyst for redevelopment of the immediate area and assist in meeting the demand for clean commercial/industrial land for reuse. If the request is not approved, remediation of the Project Site will not move forward and future remedial activities will likely be the responsibility of the City.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Olivette Simpson, CRA
 - Attendance

COORDINATION: CRA, Brownfield Redevelopment Solutions, Inc., environmental consultant

Prepared by: Olivette Simpson, CRA Ext. 3540 olsimpso@ci.camden.nj.us

Name

Phone/Email

CAMDEN REDEVELOPMENT AGENCY
US ENVIRONMENTAL PROTECTION AGENCY REVOLVING LOAN FUND
PROJECT SUMMARY & RECOMMENDATIONS
Property: Block 1302, Lot 1, 1115 Chestnut Street, Camden, NJ

SUBGRANTEE: **City of Camden**
City Hall
520 Market Street
Camden, New Jersey 08101

PROJECT SUMMARY:

- The City of Camden (City) is requesting a total sub-grant of \$274,203.00. The CRA authorized by Resolutions #03-09-22F and #04-12-2023C the sub-grant awards from the US Environmental Protection Agency (EPA) Brownfield Revolving Loan Fund (RLF) for remediation of the Reliable Tire Site (Block 1302, Lot 1).
- During the CRA's assessment activities at the site, the presence of five (5) underground storage tanks (USTs) and three soil "hot spot" areas of contamination were discovered.
- Three of the USTs are registered with the NJ Department of Environmental Protection (NJDEP) and have been closed in-place, however, there does not appear to be any records on file with the NJDEP that they were properly closed. The other two USTs need to be registered with the NJDEP and properly closed.
- The Licensed Site Remediation Professional (LSRP) for the site has recommended that all five USTs be removed and disposed of to an appropriate facility off-site as required for compliance with NJDEP regulations. And, to determine if any of the USTs have leaked into the soil.
- The estimated cost to properly remove and dispose of all five USTs is \$118,525.
- Further assessment activities conducted at the site indicates the presence of three soil "hot spot" areas of contamination that must be addressed in conformance with NJDEP regulations.
- The additional costs for addressing the soil contamination hot spot areas will increase the project costs by an estimated \$155,678, bringing the **total estimated remediation costs for the Project Site to \$274,203**. Actual costs of the remediation will be determined upon the acceptance of the lowest qualified bid for the project.
- The Site is currently a City-owned property acquired by the City in 2018 tax foreclosure.
- The Site is approximately two acres in size and zoned per the Gateway Redevelopment Plan as Office / Light Industrial.
- RLF funding awarded to the CRA from US EPA is available to address the planned remediation activities.

TOTAL PROJECT SOURCES AND USES TABLE is below:

<u>PROJECT SOURCES</u>		<u>PROJECT USES</u>	
EPA RLF Subgrant (initial award)	\$ 118,525	Engineering and Reporting	\$ 50,583
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HDSRF (prior award)	\$ 15,157	NJDEP UST fees	\$ 7,100
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		Oversight	\$ 45,000
		CRA Fee	\$ 50,000
		Contingency (20% Contractual)	\$ 37,877
	<hr/> <hr/>		<hr/> <hr/>
	\$ 289,360		\$ 289,360

REPAYMENT

Not Applicable.

DRAFT

US EPA BROWNFIELDS CLEAN-UP REVOLVING LOAN FUND

SUBGRANT AGREEMENT

BY AND BETWEEN THE CITY OF CAMDEN AS THE SUB-GRANTEE

AND

THE CITY OF CAMDEN REDEVELOPMENT AGENCY AS SUB-GRANTOR

SUBGRANT: \$274,203.00

PROPERTY: BLOCK 1302, LOT 1 – 1115 CHESTNUT STREET, CAMDEN NEW JERSEY

THIS SUB-GRANT AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 2023 by and between THE CITY OF CAMDEN, a unit of local government (hereinafter called "SUB-GRANTEE"), and the CITY OF CAMDEN REDEVELOPMENT AGENCY as SUB-GRANTOR (hereinafter called "CRA").

W I T N E S S E T H:

WHEREAS, the City of Camden Redevelopment Agency (CRA) is charged with the duty of redevelopment the City of Camden; and

WHEREAS, to this end, the CRA administrator and manager of the Brownfields Program on behalf of the City of Camden; and

WHEREAS, the CRA by Resolution 08-07-13C applied for and accepted a Brownfields Revolving Loan Fund (RLF) Grant from the United States Environmental Protection Agency (US EPA) to establish a Revolving Loan Fund and entered into US EPA Cooperative Agreement BF9628614-0; and

WHEREAS, the CRA by Resolution 06-08-22C applied for and accepted an additional RLF Grant from US EPA and entered into Cooperative Agreement 96236900-0 (together the "Cooperative Agreements"); and

WHEREAS, the Cooperative Agreements provide funding in the form of low to no-interest loans and sub-grants that may be made available in support of environmental cleanup of Brownfield sites in the City of Camden, and

WHEREAS, the US EPA Brownfields RLF Program allows for a grant recipient to make sub-grants to non-profits and other units of local government for eligible projects and uses, and

WHEREAS, the City of Camden owns a property designated as Block 1302, Lot 1 of the City of Camden Tax Map and described as 1115 Chestnut Street, Camden, New Jersey (the "Property"),

WHEREAS, the Property is determined by US EPA to be an eligible project and the use of the RLF Sub-Grant funds are necessary for the remediation of the site, which includes without limitation the removal and off-site disposal of contaminated soil material and associated costs; and

WHEREAS, CRA on behalf of the City and as the administrator of the City of Camden's Brownfields Program will also manage the US EPA RLF Sub-Grant funds for the remediation of the Property; and

WHEREAS, by **Resolution #03-09-22F as amended by #04-12-23C** the governing body of the CRA authorized a US EPA Sub-Grant to the City of Camden in an amount not to exceed \$ 274,203.00 and execution of a Sub-Grant Agreement for purposes in connection with the environmental cleanup of the Property; and

WHEREAS, by Resolution _____ the governing body of the City of Camden authorized the execution of this Sub-Grant Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other valuable consideration, the parties hereto agree as follows:

1. SUB-GRANT AMOUNT:

Amount of Sub-grant: TWO HUNDRED AND SEVENTY-FOUR THOUSAND AND TWO HUNDRED AND THREE DOLLARS AND 00/100.

2. AVAILABILITY

This Sub-grant will be effective upon the execution of this Sub-Grant Agreement and other necessary documents. Funds shall be for eligible expenses based upon the progress of the work and in accordance with Exhibit A.

3. USE OF PROCEEDS:

The CRA on behalf of the City and as administrator of the City of Camden's Brownfield's Program shall administer and manage the use the Sub-Grant funds for the abatement and removal of environmental hazards located on property owned by the City of Camden and designated as Block 1302, Lot 1 of the City of Camden Tax Map and located at 1115 Chestnut Street in Camden, New Jersey (the "Property") in accordance with all provisions of Brownfields Cleanup Revolving Loan Fund. CRA will use the Funds to pay invoices for costs associated with environmental remediation of the Property as more particularly described on Exhibit A ("Eligible Costs"). If the Funds are used for eligible sampling purposes, such sampling will be conducted as outlined in an EPA-approved Quality Assurance Project Plans ("QAPP") prepared for the Property. CRA shall pay the full amount shown as due on each invoice to the party named on

the invoice of being entitled to receive the payment. CRA shall not use the proceeds of the Sub-grant funds for activities others than those described within Exhibit A.

4. SUB-GRANTEE REPRESENTS, WARRANTS, COVENANTS AND AGREES WITH CRA THAT:

- SUB-GRANTEE certifies that the Property is presently and will continue to be owned by the SUB-GRANTEE who shall keep same free from all liens, security interests and encumbrances other than those made in favor of the CRA for the duration of the Sub-grant funded environmental remediation. The SUB-GRANTEE covenants to pay any and all taxes, license fees or any and all other associated charges when due in connection with the Property. The SUB-GRANTEE will comply with all state and federal laws, rules, and regulations with respect to the ownership of the Property.
- SUB-GRANTEE certifies that Property is not listed, nor proposed for listing on the National Priorities List of the U. S. Environmental Protection Agency, and is not subject to a Federal or state response or enforcement.
- SUB-GRANTEE certifies that it is not responsible for the existing environmental hazards as a generator or transporter of the contamination pursuant to the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980, as amended (CERCLA).
- SUB-GRANTEE certifies that it is not currently, nor has been subject to any penalties resulting from environmental non-compliance at the Property that is subject to this Sub-grant.
- SUB-GRANTEE certifies that they have not been suspended, debarred, or otherwise declared ineligible to receive Federal assistance.
- The CRA certifies that Sub-grant funds shall only be used to carry out eligible non time critical removal activities authorized by CERCLA and the NCP at 40 CFR 300.415(e).
- The CRA certifies Sub-grant funds will not be used for the following activities: 1) to address contamination exclusively from petroleum products except to address a non-petroleum hazardous substance; 2) pre-cleanup environmental response activities, such as site assessment, identification and characterization; 3) cleanup of a naturally occurring substance, products that are part of the structure of and result in exposure within residential buildings or business or community structures, or public or private drinking water supplies that have deteriorated through ordinary use- except as determined on a site by site basis and approved by U.S. EPA, consistent with CERCLA Sections 104(a)(3) and (4); 4) monitoring and data collection necessary to apply for, or comply with, environmental permits under other Federal and state laws, unless such a permit is required as a component of the cleanup action; 5) development activities that are not removal actions; 6) job training; or 7) lobbying efforts.
- The CRA, or CRA designee, using the foregoing information and any other necessary information shall prepare a draft Analysis of Brownfield Cleanup Alternatives (ABCA) documenting that the cleanup meets the CERCLA and NCP criteria for initiating a non-time critical removal action.

- After the CRA signs off on said ABCA, it shall prepare a Community Relations Plan (CRP) with the assistance and cooperation of the SUB-GRANTEE. Said CRP shall include:
 - a) Plan for outreach with and solicitation of feedback on the cleanup from residents and community leaders, local officials, and public interest groups.
 - b) Plan for disseminating news and information regarding the remediation throughout the surrounding affected area.
 - c) Establishing a local information repository at or near the potential site that includes public information supplied by both the CRA and the SUB-GRANTEE related to the proposed remediation. SUB-GRANTEE shall supply to the CRA any information, which is necessary and reasonable to establish the information repository.

- Upon completion of the ABCA and implementation of the CRP, the CRA, or the CRA designee, shall prepare a Decision Memo substantiating the need for the site cleanup and removal action. SUB-GRANTEE shall supply all information as necessary for the completion of the Decision Memo by the CRA, or CRA designee.

- It is understood and agreed by CRA that the ultimate objective of use of Sub-grant funds is to cleanup, improve and revitalize the subject Property and the surrounding area, which will benefit both the SUB-GRANTEE and the community.

- It is understood and agreed by the CRA that the cleanup of the site shall commence and a documented request for first draw down of the Sub-Grant shall be made on or before January 1, 2023.

- The CRA or their designee shall inspect work at the Property during and upon completion of the cleanup activities. The CRA shall, at all times, have the right to enter the Property during the execution of the Remedial Action Work plan, or equivalent. The CRA, upon a finding that the work is unsatisfactory or is not substantially in accordance with the activities described within Exhibit A, shall have the right to stop work and order work replacement.

- The CRA shall continually monitor the work performed until the project is completed in a good and workmanlike manner. No installments shall be advanced by the CRA for which payment is being requested unless work has been satisfactorily performed in accordance with CERCLA and the NCP.

- The CRA agrees to keep all expenditures within the approved budget using funds only for eligible purposes and shall maintain records which segregate expenditures from Federal and non-Federal sources. It is hereby understood and agreed that the CRA shall not exceed any of the costs enumerated in said budget. In the event that unforeseen conditions are discovered during the Project implementation, the CRA reserves the right to revise this agreement provided the proposed revision is reasonable and cost effective.

- The CRA shall be responsible for obtaining all permits, licenses, zoning changes, variances or exceptions and all inspections required by federal, state and local agencies.
- All requests for progress payments will be made on a monthly basis and shall be approved by the CRA. The CRA shall be responsible for taking such measures as may be appropriate to verify that each invoice reflects an Eligible Cost and is appropriate for payment, and for determining that lien waivers or other documents that may be required as a condition to payment are present. If a particular invoice has been approved only in part, the CRA shall indicate in writing the amount for which payment is approved. The CRA shall disburse the Funds based upon the progress of the work completed and based upon receipt of a satisfactory documentation of expenditures. The SUB-GRANTEE and CRA acknowledge that the Cooperative Agreement with the U. S. Environmental Protection Agency is the source of all Funds and that the CRA is under no obligation to disburse any of its own funds to the SUB-GRANTEE or anyone else for the Project.
- The CRA agrees to complete the Project in accordance with the applicable provisions of CERCLA, the NCP (40 CFR_300) and the Davis-Bacon Act of 1931 and all other applicable cross-cutting federal and state statutes, rules, regulations and requirements.
- The CRA shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law. The CRA shall make reasonable outreach efforts to inform minority and women owned businesses of opportunities to participate in the work performed pursuant to this Sub-Grant Agreement.
- SUB-GRANTEE may not sell, transfer or exchange all or any portion of the Property without the CRA's prior written consent until the Sub-grant funded work is completed. Should SUB-GRANTEE elect to sell or transfer the Property prior to completion of the Project, then the SUB-GRANTEE shall repay the entire amount of Sub-grant funds dispersed plus ten (10%) of the Sub-grant amount due as a penalty.
- The CRA shall maintain documentation for a minimum of SEVEN years after the completion of the cleanup activity supported by the Sub-grant with written approval from the CRA required prior to destroying any Project records.
- The CRA shall be responsible for providing and installing a sign at each site containing information about contacts and activities regarding the site.
- The CRA will have a system of accounting in place that can maintain records and track site specific costs, and track costs by activity and operable unit.
- The CRA shall furnish annual financial statements prepared in accordance with generally accepted accounting principles and practices and any other financial information that CRA may reasonably request. Financial reports will show amount of funds received and expended, direct and indirect project costs.

- The CRA will make available all records regarding property use, procurement methods, and documentation of compliance with pertinent statutes and regulations.

5. EVENTS OF DEFAULT:

An event of default shall exist if any one or more of the following events (hereinafter referred to as "Events of Default") shall occur:

- a. When the SUB-GRANTEE sells, abandons or otherwise transfers ownership interest in any of the Property securing this Sub-grant, without prior written consent of the CRA.

6. REMEDIES IN THE EVENT OF DEFAULT:

If an event of default, as set forth above, shall have occurred without cure the CRA may exercise any one or more of the following rights and remedies and any other remedy provided herein:

- a. May terminate any and all commitments made herein by the CRA.
- b. Declare the penalties prescribed herein as due and payable and whereupon all such payments of become due and payable without presentment demand and/or notice of default.
- c. In addition to the remedies prescribed above in connection with events of default the CRA shall have all rights and remedies provided it under the Uniform Commercial Code. It is specifically provided herein that the remedies set forth above including those prescribed in the Uniform Commercial Code be deemed cumulative and not exclusive.

7. NEW JERSEY LAW:

This Sub-Grant Agreement is being executed and delivered and is intended to be performed in the State of New Jersey. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of New Jersey shall govern the validity, construction, enforcement and interpretation of this Sub-Grant Agreement. In the event a dispute involving this Sub-Grant Agreement or any other instrument executed in connection herewith arises, the undersigned irrevocably agrees that venue for such dispute shall lie in any Court of competent jurisdiction in the Hudson County and State of New Jersey.

8. ATTORNEY'S FEES:

If this Sub-Grant Agreement and/or any other document executed in connection herewith is placed in the hands of an attorney for collection or if it is collected through any legal proceedings at law or in equity or in bankruptcy, receivership or other court proceedings, the SUB-GRANTEE promises to pay all costs and expenses of collection including, but not limited to, Court costs and a reasonable attorney's fees of the CRA hereof. The parties hereto specifically agree that the term "reasonable attorney's fees" is to be construed to include any and all costs and

charges in connection with obtaining possession of the Property and subsequent completion of the remediation activities thereof.

9. NOTICE:

All notices required or permitted by this "Agreement" shall be in writing and shall be sent by United States Certified or Registered Mail, Return Receipt Requested, or by way of Overnight Courier for personal delivery.

All said notices shall be sent to the following:

As To CRA

Executive Director
City of Camden Redevelopment Agency
City Hall – 13th Floor
Camden, New Jersey 08101

As To SUB-GRANTEE

City Attorney
City of Camden
520 Market Street
City Hall
Camden, New Jersey 08101

10. MODIFICATIONS:

The CRA and SUB-GRANTEE hereto specifically agree that the terms of this Sub-Grant Agreement can only be changed by virtue of a modification of agreement reduced to writing and signed and executed by both parties hereto. Further the parties hereto specifically agree that the Sub-grant documents embody the entire agreement between the parties and supersede and replace any and all prior agreements and/or understandings or representations made, if any, relating to the subject matter hereof.

11. INDEMNITY:

The SUBG-GRANTEE irrevocably agrees to protect and defend, indemnify, and hold the U.S. Environmental Protection Agency, and the CRA, and its commissioners, directors, officers, employees, representatives or agents free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character including the amount of judgments, penalties, interest, court costs, and legal fees incurred by the CRA in defense of same, arising in favor of taxes, claims, liens, debts, personal injuries including employees of the CRA, death or damages to property (including property of the CRA) and without limitations by

enumeration, all other claims, or demands of every character occurring and caused in whole or in part by any negligent act or omission of the SUB-GRANTEE, any one directly or indirectly employed by the SUB-GRANTEE or anyone for whose acts company may be liable regardless of whether or not it is caused in part by the CRA.

12. INSURANCE:

The CRA shall cause its contractors and subcontractors shall carry and maintain in full force and effect for the duration of the Project appropriate insurance including coverage for Worker's Compensations and Employers Liability, Comprehensive General Liability, Professional Liability, and Comprehensive Automobile Liability Insurance, all in amounts acceptable to the CRA. All insurance certificates must name the SUB-GRANTEE, CRA, U. S. Environmental Protection Agency as additional insureds on the policy. Said Certificate must state that coverage cannot be cancelled or materially altered without thirty (30) days written notice to the CRA. Policies shall be issued by an insurance company authorized to do business in the State of New Jersey.

13. INVALID PROVISIONS:

If any provision of any Sub-Grant document is held to be illegal, invalid or unenforceable under present or future laws during the term of this Agreement such provision shall be fully severable and the remaining provisions of such Sub-grant document shall remain in full force and effect.

14. BINDING EFFECT:

The Sub-grant documents and all of them, shall be binding upon and inured to the benefit of the SUB-GRANTEE and the CRA and their respective successors, assigns and legal representatives provided, however, that the SUB-GRANTEE may not without prior written consent of the CRA assign any rights, powers, duties and/or obligations contained herein to any third party.

IN WITNESS WHEREOF, the undersigned have executed this Sub-Grant Agreement as of the day and year set forth above.

Attest:

CITY OF CAMDEN

LUIS PASTORIZA
Municipal Clerk

By:

VICTOR G. CARSTARPHEN
Mayor

Approves as to form:

CITY OF
CAMDEN REDEVELOPMENT AGENCY

DANIEL S. BLACKBURN, ESQ.
City Attorney

By: OLIVETTE SIMPSON
Interim Executive Director

INDEX OF EXHIBITS

- A. Identification of Eligible Costs
- B. City of Camden Authorizing Resolution
- C. City of Camden Redevelopment Agency Authorizing Resolution

Exhibit A: Identification of Eligible Costs

PROJECT SOURCES

EPA RLF Subgrant (initial award)	\$	118,525
EPA RLF Subgrant (increase)	\$	155,678
HDSRF (prior award)	\$	15,157
		<hr/>
	\$	289,360

PROJECT USES

Engineering and Reporting	\$	50,583
Remediation Contractor	\$	93,800
NJDEP UST fees	\$	7,100
NJDEP RA fees	\$	5,000
Oversight	\$	45,000
CRA Fee	\$	50,000
Contingency (20% Contractual)	\$	37,877
		<hr/>
	\$	289,360

DB:dh
08-08-23

R-21

RESOLUTION APPROVING THE RELEASE OF A LETTER OF CREDIT IN THE AMOUNT OF \$25,025.34 TO NG, 440 BROADWAY, BLOCK 440, LOT 7 FOR THE COMPLETION OF SAID PLANNING BOARD APPROVED PROJECT

WHEREAS, a request has been received by the City of Camden ("City") from Ng, for the completion of Planning Board Project, seeking the respective release of a Letter of Credit in the amount required to be posted under the Performance Guaranty in the amount of \$25,025.34; and

WHEREAS, Ng, (440 Broadway, Block 140, Lot 7) Project is completed and has requested the City of Camden to release a Letter of Credit due to the completion of said project; and

WHEREAS, the City Planning Board's Engineer, Remington & Vernick Engineers (R&V"), has reviewed the developer's request; now therefore


BE IT RESOLVED, by the City Council of the City of Camden that, for all the reasons set forth above, the authorized City of Camden officials are hereby authorized and directed to release Twenty-Five Thousand Twenty-Five Dollars and Thirty-Four Cents (\$25,025.34) of the original amount required to be posted by Ng, (440 Broadway, Block 140, Lot 7) due to said project completion.

BE IT FURTHER RESOLVED that the above release to Ng, Letter of Credit has no outstanding vouchers to Remington & Vernick Engineers.

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: August 8, 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: AUGUST 8, 2023

TO: City Council

FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO, CPZBS

TITLE OF ORDINANCE/RESOLUTION: Resolution approving the release of a letter of credit in the amount of \$25,025.34 to Ng, 440 Broadway, Block 440, Lot 7 for the completion of said Planning Board approved project.

Point of Contact: Dr. Edward Williams, Planning and Development 7135Edwillia@ci.camden.nj.us

Name	Department-Division-Bureau	Phone	Email
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ENDORSEMENTS

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

Approved by:
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)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:

JUL 28 2023

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

² Mandatory for any financial commitment to the City or expenditure of City Funds.

City Attorney

Signature

Date

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: Resolution approving the release of a letter of credit in the amount of \$25,025.34 to Ng, 440 Broadway, Block 440, Lot 7 for the completion of said Planning Board approved project.

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

- **Relevant facts/history. 5Ws. Include geography if applicable.** The subject action involved a Planning Board approved project – Rehabilitation of a Mixed Use Structure at 440 Broadway.
- **Time constraints, if any. (Why does the Council need to act now?)** There are no known time restraints for this action.
- **How was the value of the transaction obtained (if applicable?)** Letter of Credit.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$25,025.34

IMPACT STATEMENT:

- **What will happen if the City Council approves this legislation? or,**

The Division of Planning and Zoning will release the letter of credit to the applicant on the condition that the applicant provide said office with a Maintenance Guarantee in the amount of \$3,128.17.

- **Why Should the City Council approve this legislation?**

The purpose of Council's approval is to release a letter of credit to the applicant for a completed project

- **What will happen if the City Council does not approve this legislation?**

The City will maintain the letter of credit and risk the expiration of the same.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Name, Organization 1. **Dr. Edward Williams**
 - Attendance: (Y/N/Tentative). Confirmed? (She was informed to attend)
- Name, Organization 2.
 - 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:

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



**REMINGTON
& VERNICK
ENGINEERS**

RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

June 26, 2023

Dr. Edward Williams, PP, AICP
Department of Planning & Development
City of Camden
Room 420, City Hall
Camden, NJ 08101

**Re: City of Camden
Ng
440 Broadway
Block 140, Lot 7
Letter of Credit Release
Our File #04-08-I-761**

Dear Dr. Williams:

At the request of the applicant, our office has conducted an inspection at the above-referenced project. Based upon our investigation and in accordance with the new regulations, we recommend the release of the Letter of Credit in the amount of **\$25,025.34**.

Prior to the release, we also recommend the activation of the Maintenance Guarantee in the amount of **\$3,128.17**. This amount represents 15% of the total Construction Cost, which will be held for a period of two (2) years.

The release of the Performance Guarantee is contingent upon the payment of all-outstanding Remington & Vernick Engineers' Vouchers. If you should have any questions, please contact Steven D. Fini, Regional Field Supervisor, at 856-795-9595.

Sincerely,

REMINGTON & VERNICK ENGINEERS

Lenny Cinaglia, MBA, CEFM
Senior Associate, Department Head Municipal CM/CI

Dena M. Johnson, P.E., C.M.E

LC:DMJ:sdf

cc: Orion Joyner, PE, CME, Senior Municipal Engineer
Angela Miller, Planning Board Secretary; <AnMiller@ci.camden.nj.us>
Luis Pastoriza, M.S.M, R.M.C., C.M.R
WU Property Investment, LLC, 5 Logan Drive, Cherry Hill, NJ 08034

DB:dh
08-08-23

R-22

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO APPLY FOR FUNDING
FROM THE URBAN ENTERPRISE ZONE FOR THE AMOUNT OF \$400,000
FOR CAMDEN STRONG UEZ MARKETING AND EVENTS**

WHEREAS, the City of Camden desires to submit an application to the New Jersey Urban Enterprise Zone Fund for the purpose of the Camden Strong marketing events that will expand Camden's capacity to assist its participating businesses that are a part of the UEZA in the amount of FOUR HUNDRED THOUSAND DOLLARS (\$400,000); and

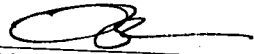
WHEREAS, City Council believes that the submission of such grant application is in the best interest of the residents of the City of Camden; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers be and are authorized to submit an application to the New Jersey Urban Enterprise Zone for the Camden Strong marketing events that will expand Camden's capacity to assist its participating businesses that are a part of the UEZA in the amount of FOUR HUNDRED THOUSAND DOLLARS (\$400,000), 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: August 8, 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: JUNE 13, 2023

TO: City Council
FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO, Director
Planning & Development

TITLE OF ORDINANCE/RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO APPLY FOR FUNDING FROM THE URBAN ENTERPRISE ZONE FOR THE AMOUNT OF \$400,000.00 FOR Camden Strong UEZ Marketing and Events

Point of Contact: Joseph Thomas Planning & Development 3531 JoThomas@ci.camden.nj.us

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
	Yes		5/16/23	
	Yes		7/11/23	Grant expires 6/30/24
			7/24	

Approved by: Business Administrator _____
Signature Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval – Attachment G
2. Notification memorandum of DCA of board approval
3. Grant Summary Form; Grant application

“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 JUL 28 2023
Signature Date

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: Planning and Development – Economic Development

Grant Administrator: Joe Thomas

Grant Administrator #: (856) 968-3531

Project Name:		UEZA Camden Strong Marketing and Events			
Grant/Funding Agency Program:		UEZA			
Grant Federal CFDA or State GIMS Number:					
City Contract Date:			City Contract #:		
Application Resolution #:			Appropriation Code :		TBD
Funding Source:		ARP			
Pass Through: circle one	Y or (N)	Source:	Urban Enterprise Zone Fund (State of NJ)		
Amount of Grant:		\$400,000.00			
Local Match: circle one	Y or (N)	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:	7/18/23 – 6/30/24	Location of Activity:		Citywide	
Date of Analysis:	7.21.2023	Reviewed By:		Kelly Mobley	

Summary:

27-Jun-23: The Department of Planning and Development is seeking council authorization to apply for funding through the New Jersey Urban Enterprise Zone Fund in the amount of \$400,000 for the purpose of Marketing Events that will expand Camden's capacity to assist its participating businesses that are a part of the UEZA as well as attract potential businesses to the program.

The funding from the City's UEZA 22 fund account expires on 6/30/24. No new expenditures can be incurred beyond this date.

Time Lines:

Problematic Areas/Recommendations:

UEZA Marketing/Events

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.

Camden UEZ ADVERTISING, MARKETING, AND EVENTS 2023/2024 will further expand Camden's ability to assist its participating businesses. As of January 25, 2022, the Camden UEZ program supports 155 businesses that employ 250 full-time employees. It is anticipated that as businesses locate or expand in Camden, they will utilize UEZ benefits as afforded to them to expand and to assist them further in offering employment opportunities to Camden residents, which is a core mission of the Zone Development Plan—the Cost \$400,000.00 for municipal use from the Urban Enterprise Zone

For LGS use only:

Approved

Denied

Date _____

Director or Designee,
Division of Local Government Services

Number Assigned _____



State of New Jersey
URBAN ENTERPRISE ZONE AUTHORITY
101 SOUTH BROAD STREET
PO BOX 822
1ST FLOOR
TRENTON, NJ 08625-0822

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

January 4, 2022

Mayors of Urban Enterprise Zone (UEZ) municipalities:

On August 17th, 2021, Lt. Governor Sheila Oliver (in the absence of Governor Phil Murphy) signed a bill into law making significant changes to the Urban Enterprise Zone Program, one of which allocated \$42.5 Million Dollars (\$42,500,000.00) to the Zone Assistance Fund (ZAF). Shortly thereafter, I sent out to UEZ Coordinators statewide a number of items (copy of new law and resolutions, initial zone allocations, etc.) deemed pertinent to the process of making sure that the 32 respective zones (37 municipalities) had the information needed to begin the process of submitting economic development projects of their choosing for UEZA Board approval by an anticipated date of February 2022.

It has been brought to our attention at the Division that a number of zones have been hesitant to proceed with the process of accessing allocated funding because of some question as to whether there were some additional factors required to move forward, that is not the case. This is not a rumor of proposed funding but instead is law, available for public view.

The purpose of this memorandum is to settle once and for all any question as to whether the UEZ program has received funding (made available by the submission of projects proposed by local municipalities confirmed with a resolution) allowing access to funding by submitting a request via SAGE to the UEZA Board. Once Divisional staff has checked the proposal for compliance, it is then forwarded to the UEZ Project Manager to be scheduled for an upcoming Board meeting (future meetings will most likely be monthly, based on anticipated volume).

It is our hope that this communication allays any concerns that may have hindered your municipality moving forward in obtaining access to much-needed funding geared towards the creation of jobs and economic growth; if there are any questions that haven't been addressed, please feel free to contact me at your convenience at 609-826-4736 or tracy.fredericks@dca.nj.gov.

Warmest regards,
Tracy Fredericks
Tracy Fredericks
Executive Director, Urban Enterprise Zone Program



OBJECTIVES

Objective Number: 1

Short Description: Camden Strong UEZ Marketing and Business Event

Detailed Description

This event will create an ongoing forum where local small business proprietors can meet and network with locally-based service providers, financial institutions, suppliers, professionals, and vendors. Businesses will have an opportunity to familiarize each other with their products and services and foster greater economic activity.

Methods

The goal of this UEZ business Event is to increase UEZ awareness. This is accomplished by running bi-monthly events between broad-based networking events and more targeted programs. This program will aid the UEZ to attract and maintain business in the program as well as increase employment. Workshops and seminars shall be free to attendees.

Evaluation

This campaign will help existing UEZ businesses. Showcase their establishment and create new revenue. Shall endeavor to communicate with UEZ and prospective UEZ businesses and build an ever-growing database

Application Program Component: _____

Urban Enterprise Zone - Camden 2022
PROJECT INFORMATION

Project Name: Camden Strong UEZ marketing and Business Event
Meeting Date: 7/18/2023
Estimated start date: 8/1/2023
Estimated completion date: 6/30/2024

Explain how this Project/Program fits into your Zone Development Plan, Municipality's Master Plan, and/or Redevelopment Plan. If it does not fit into these Plans, explain why.

Camden Strong UEZ ADVERTISING, MARKETING, AND Business EVENTS 2023/2024 will further expand Camden's ability to assist it's participating businesses. As of January 25, 2022, the Camden UEZ program supports 150 businesses that employ 225 full time. It is anticipated that as businesses locate or expand in Camden, they will utilize UEZ benefits as afforded to them to expand and to assist them further in offering employment opportunities to Camden residents, which is a core mission of the Zone Development Plan.

AGENCY BACKGROUND

1a. Did the prior phase create jobs?

Yes No N/A

1b. If yes, how many jobs were created?

1c. If yes, how many jobs have been retained?

1d. What is the square mileage of your zone's boundary?

Urban Enterprise Zone - Camden 2022
ATTACHMENTS (ADMINISTRATIVE BUDGET)

1a. Fully executed City Council Resolution

I will...

- Mail this attachment
- Hand deliver this attachment

1b. Zone Board Resolution

I will...

- Mail this attachment
- Hand deliver this attachment

2. Agreement(s) between the Zone and Firm

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Camden 2022
OTHER SOURCES OF FUNDING RELATED TO THIS APPLICATION

Source	Amount	Code
0	\$0.00	

Total Funds From Other Sources Related To This Application Only

\$0.00

R-23

DB:dh
08-08-23

**RESOLUTION AUTHORIZING AN APPLICATION FOR FUNDING FROM THE
URBAN ENTERPRISE ZONE AUTHORITY IN AN AMOUNT UP TO \$329,572
FOR THE 2024 FISCAL YEAR PROGRAM BUDGET**

WHEREAS, the City of Camden desires to submit an application to the Urban Enterprise Zone Authority for UEZ assistance in the amount up to THREE HUNDRED TWENTY-NINE THOUSAND, FIVE HUNDRED SEVENTY-TWO DOLLARS (\$329,572) for the purpose of funding the FY 2024 UEZ Administration budget of the City of Camden's Urban Enterprise Zone Authority; and

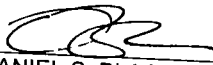
WHEREAS, City Council believes that the submission of such grant application is in the best interest of the residents of the City of Camden; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers be and are authorized to submit an application to the New Jersey Urban Enterprise Zone Authority for UEZ assistance in the amount up to THREE HUNDRED TWENTY-NINE THOUSAND, FIVE HUNDRED SEVENTY TWO DOLLARS (\$329,572) for the funding of the Administration Budget of the City of Camden Urban Enterprise Zone Authority for Fiscal Year 2024, 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: August 8, 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: AUGUST 8, 2023

TO: City Council
FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING AN APPLICATION FOR FUNDING FROM THE URBAN ENTERPRISE ZONE AUTHORITY IN AN AMOUNT UP TO \$329,572 FOR THE 2024 FISCAL YEAR PROGRAM BUDGET

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		7/20	
Supporting Department Director (if necessary)				
Director of Grants Management	Y		7/21/23	
Qualified Purchasing Agent				
Director of Finance			7/24	
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:

JUL 28 2023

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

² Mandatory for any financial commitment to the City or expenditure of City Funds.

City Attorney

Signature

Date

Bureau of Grants Management Grant Summary Form

Grant Status Code: G

(green - g; yellow - y; red - r)

Department: Planning and Development

Grant Administrator: Joseph Thomas

Grant Administrator #: 968-3531

Grant/Project Name:			Urban Enterprise Zone Authority (UEZA Administration 23)		
Grant #:			UEZA FY 24 (July 1 2023 – June 30, 2024)		
City Contract Date:			City Contract #:		
Application Resolution #:			Appropriation Code :		
Funding Source:			Urban Enterprise Zone Authority		
Pass Through:	Y	N	Source:	City	
Amount of Grant:			\$346,572.00		
Local Match:	Y	N	Cash:		In-Kind: <input type="checkbox"/>
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:		
Term of Grant:		7/1/23 – 6/30/24		Location of Activity:	
Date of Analysis:		8-May-23		Reviewed By:	Kelly Mobley

Summary:

19-May-23: The Department of Planning and Development - Camden UEZA Office is requesting council authorization to submit an application for funding in the amount of \$329,572.00 to the NJ Urban Enterprise Zone Authority for administrative cost associated with administering the Camden UEZA Program. The requested budget is as follows:

Personnel:	\$177,932.00
Fringe:	\$6,950.00
Operating Costs:	\$122,750.00
Marketing/Advertisement:	\$20,440.00
Planning:	\$1,500.00

75% of the UEZA Coordinator's salary will be charged to the grant and 25% of approximately 5 other City Staff salaries will be charged to the grant for time allocated to this program. This includes two hires (Admin Secretary and Program Monitor); Candice Walker, Dolly Marshall and Nural Williams. 25% of the Coordinator's Salary and 75% of the other City Staff Salaries will serve as the Municipal Match. Based on the regulations, the match is not required but was included on the budget.

Time Lines:

The resolution is needed prior to presentation before the State UEZA Board in July.

Problematic Areas/Recommendations: Any funding not utilized once awarded will be returned to the State and made available for future use.

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING AN APPLICATION FOR FUNDING FROM THE URBAN ENTERPRISE ZONE AUTHORITY IN AN AMOUNT UP TO \$329,572 FOR THE 2024 FISCAL YEAR PROGRAM BUDGET

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

- Must amend the administrative budget amount per NJUEZA
- Administrative budget to support ongoing efforts in promoting job creation and economic growth

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$329,572

IMPACT STATEMENT:

- This program builds upon previously funded efforts targeting the commercial corridors with business incentives
- It will allow Camden to market its business corridors to attract a more significant foot traffic

SUBJECT MATTER EXPERTS/ADVOCATES:

- Joseph Thomas, City of Camden – Department of Planning & Development
 - Attendance: (Y/N/Tentative). Confirmed? **Yes**
- Name, Organization 2.
 - Attendance: (Y/N/Tentative). Confirmed?
- Additional as required...

COORDINATION:

- The City of Camden , Camden business corridors, local businesses and community partners.

Prepared by: Joseph Thomas

x3531/JoThomas@ci.camden.nj.us

Name

Phone/Email

Initial Report Revised Report Closing Report
Bureau of Grants Management Grant Summary Form
Grant Status Code: G
(green - g; yellow - y; red - r)

Department: Development and Planning (Housing Services)

Grant Administrator: Joe Thomas

Grant Administrator #: 968-3531

Community De- v. Corp

Grant/Project Name:		Urban Enterprise Zone Authority (UEZA administration 2024)					
Grant #:		UEZA					
City Contract Date:							
Application Resolution #:				Appropriation Code			
Funding Source:		UEZ					
Pass-Through:	Y	N	Source:	City			
Amount of Grant:		\$329,572.00					
Local Match:	Y	N	Cash:			In-Kind:	
Budget Insertion Resolution # & Date:				Accepting Grant Resolution # MC:			
Term of Grant:		TBD		Location of Activity:			
Date of Analysis:		7/20/2023		Reviewed By:		Joe Thomas	

Summary:

7/20/2024. The Department of Development and Planning/UEZ requests counsel authorization to submit an application for funding not to exceed \$329, 5720.00 to the NJ Urban Enterprise Zone Authority for administration costs associated with administering the Camden Strong UEZ

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS

ATTACHMENT G

DIVISION OF LOCAL GOVERNMENT SERVICES
PRE-APPROVAL OF GRANT APPLICATION 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 COSTS 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.

The City of Camden to apply for funding under the NJ Urban Enterprise Zone Authority in an amount not to exceed \$329,572 for the Fiscal Year 2024 Administrative Budget.

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Joseph Thomas
Title	Economic Development Rep/ UEZ Coordinator
Telephone Number	856-968-3531
Email	JoThomas@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?

Funds from NJUEZA will provide administrative resources, fringe and other operating expenses to effectively maintain the programs

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 _____

**New Jersey Department of Community Affairs
APPLICATION FOR GRANT FUNDS**

STANDARD GRANT COVER SHEET

2022-08004-1644

1. DCA Program to Which Applicant is Applying: Urban Enterprise Zone - Camden 2022			
2. Name of Applicant Agency Camden City			
3. Street Address City Hall 520 Market Street			
City Camden	State New Jersey	Zip Code 08101-5120	County Camden
4. Official Contact Person Ms. Kelly Mobley		Title Coordinator for Federal a	Phone number (856) 757-7689
5. Program Contact Person Mr. Joseph Thomas		Title UEZ Coordinator	Phone Number (856) 968-3531
6. Proposed Project/Grant Title CAMDEN UEZ ADMIN BUDGET FOR FY23: 07-01-23 TO 06-30-24			
Program Type Administrative Budget: Joseph Thomas			
7. Total Cost of the Project \$371,682	8. Requested Amount \$329,572	9. Funds from Other Sources \$42,110	
10. Project Location (if Different from Applicant Agency) 520 Market street			
Street Address Camden			
City Camden	State New Jersey	Zip	Room Number 222
11. Vendor Number 216000418-09		12. Employer ID 216000418	13. Tax Exempt ID 216000418
14. Area(s) Benefiting: City of Camden,			
15. Briefly describe the project for which you are seeking funds. to provide funds for continued growth toward the municipality's projected Fiscal Year total 2024 total Urban Enterprise Zone administrative budget for the allocation ending in 2024			

16. a. Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant?

Yes No

b. Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or task force which has regulatory or advising influence on the funding program? Yes No

If yes, please describe:

17. Fiscal Contact Person

Mr. Gerald C Seneski

Title

Financial Officer

Phone Number

(856) 757-7852

18. Agency Fiscal Year

7/1 to 6/30

19. Name of CPA Firm Appointed by Grantee

Bowman & Co. LLP

20. **Certification:** The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct. The document has been duly authorized by the governing body of the applicant and further understands and agrees that any grant received as a result of this application shall be subject to the grant conditions and other policies, regulation, and rules issued by the New Jersey Department of Community Affairs which include provisions described in grant applications instructions.

Name and Title of Applicant (Print)

Signature of Applicant

Date of Application

OBJECTIVES

Objective Number: 1

Short Description: Membership Implementation

Detailed Description

Despite the challenging economic climate, the Camden UEZ Office is committed to increasing its membership. Camden's goal for 2024 is to increase membership by 20% (roughly 20 members). The second goal is successfully implementing the projected projects identified in this budget. These projects will significantly impact the local economy by providing much-needed services, job creation, and small businesses.

Methods

Membership will be increased by continuing proven-successful practices such as; print advertising, site visits, direct mailings, phone, and the Internet. Camden anticipates increasing membership recruitment via the new Advertising Campaign. With the support of the NJUEZA, Camden plans on implementing these referenced projects. Some projects (years 3 or 4) are established and will build on past success. The others are partnerships with viable Camden agencies with proven capacity.

Evaluation

Membership goals will be tracked weekly and re-evaluated every quarter. Projects are also tracked on a quarterly base by the NJUEZA via Sage. Monthly project reports will be submitted to the Camden office.

Application Program Component: Joseph Thomas

Scope of Services

This fund application is intended to support the cost associated with the Camden Fiscal Year 2024 Administrative Budget. These costs include salary for personnel. In addition, the funds will be applied to standard operating expenses, which include: advertising, membership, equipment, auto and consumable office supply costs. The Camden UEZ Program staff has Joe Thomas (UEZ Coordinator)-Who is responsible for the daily oversight and administration of the Camden.

Program and reports to the City of Camden Director of Planning and Development (Edward William). Mr. Thomas is responsible for promoting the program and encouraging the expansion of existing and attraction of new business to the City of Camden. His duties include submitting and administering. All fund applications, monitoring UEZ-funded projects, submitting periodic reports to the NJUEZA,

conducting site visits, approving all membership certifications and recertification, and processing payment requests, among other duties. Mr. Thomas is also responsible for monitoring UEZ membership and liaising between the

business community and the local UEZ Office. Mr. Thomas conducts daily site visits, registers new UEZ members, re-certifies existing members, identifies recent business locations, and assists new businesses with establishing a Camden location (from start to finish). The Camden UEZ continues to increase local employment, provide essential gap funding for non-conventional projects, and provide resources to secure commercial corridors. The UEZ has become one of Camden's most important economic development tools. UEZ funding has been used to connect. Billions in past private, state, and federal investments and to leverage millions of anticipated. State and federal monies. The Camden UEZ 2024 Administrative Budget will be a guide tool for the upcoming year. It sets the goals for 2024 and provides a benchmark to measure progress. Without NJUEZA's funding commitment, the Camden UEZ Program will not be able to operate. The City of Camden does not have sufficient funding in place to support the staff salaries or other associated operating costs.

Budget Detail
 Administrative Budget: Joseph Thomas
 Camden City

Budget Category	UEZ Assistance	Anticipated UEZ Assistance	Municipal Funds	Other Funds	Total Budget
ADM - Personnel					
Salaries/Wages					
UEZ Coordinator Joe Thomas FTE.77	\$72,048.00		\$24,017.00		\$96,065.00
Admin secretary 1.0	\$43,172.00		\$5,950.00		\$49,122.00
Program Monitor 1.0	\$39,950.00		\$5,950.00		\$45,900.00
Candance Walker .25	\$22,762.00		\$6,193.00		\$28,955.00
Minor Category Sub-Total	\$177,932.00	\$0.00	\$42,110.00	\$0.00	\$220,042.00
Fringe Benefits					
Director (Economic Development Program FTE.75	\$6,950.00				\$6,950.00
Minor Category Sub-Total	\$6,950.00	\$0.00	\$0.00	\$0.00	\$6,950.00
Major Category Sub-Total	\$184,882.00	\$0.00	\$42,110.00	\$0.00	\$226,992.00
ADM - Operating Cost					
Advertising					
Marketing and Advertising	\$52,750.00				\$52,750.00
Minor Category Sub-Total	\$52,750.00	\$0.00	\$0.00	\$0.00	\$52,750.00
Other					
Professional Service	\$25,000.00				\$25,000.00
Minor Category Sub-Total	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00
Equipment Purchase					
UEZ trans portion and office equipment	\$45,000.00				\$45,000.00
Minor Category Sub-Total	\$45,000.00	\$0.00	\$0.00	\$0.00	\$45,000.00
Major Category Sub-Total	\$122,750.00	\$0.00	\$0.00	\$0.00	\$122,750.00
ADM - Purchased Services					

Urban Enterprise Zone - Camden 2022

PROJECT INFORMATION

Business Recruitment Plan for New Fiscal Year

The Camden UEZ is marketed through the following: Business Associations, the Camden Chamber of Commerce, the City of Camden Licensing and Inspection Department, Entrepreneurial Training Programs, Community-Based Organizations, Rutgers Small Business Development Center, phone targeting, and regular business visits in addition to posting information on the Camden UEZ, the City of Camden, and Camden Redevelopment Agency's websites. There are 900 registered businesses in Camden. Approximately 98% of the City is located within the UEZ.

To date, there is 150 businesses program. We aim to enroll at least one new business. Weekly while maintaining a high retention rate. The UEZ has also worked with Code Enforcement (Licensing and Inspection) to provide UEZ information to every business license applicant. This practice has enabled the Camden UEZ to reach many more businesses than it otherwise might have.

Urban Enterprise Zone - Camden 2022
FUTURE UEZ PROPOSALS

Name of Proposal The 2024 Commercial Facade Improvement Program

Description of Proposal

The 2024 Commercial Facade Improvement Program fosters commercial revitalization and economic development and improves neighborhood conditions. This program helps to develop a more vibrant, walkable, mixed-use commercial district. Additionally, the program transforms commercial communities into destinations for residents and out-of-area customers, increases employment for area residents, increases the number of commercial opportunities, and enhances the neighborhood's appearance. Lastly, this program builds upon previously funded efforts targeting the commercial corridor with clean and safe services, gateway signage, neighborhood identification banners, and the recently constructed road Improvements.

Estimated total cost of proposal

UEZ \$500,000

Urban Enterprise Zone - Camden 2022
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal \$500,000.00

Anticipated number of jobs created 15

Anticipated impact on municipal tax base

Standard's buildings in Camden are located in the Gateway Redevelopment Zone and are potentially subject to the eminent domain at the behest of the Master Re developer, Campbell Soup Co. ("CSC"). To avoid eminent domain and to be able to remain and continue to operate in its current facilities, Standard has agreed with CSC and the Camden Redevelopment Agency ("CRA") to perform specific cosmetic improvements to its building to make that building fit better architecturally with the office park which is expected to be constructed in the Zone and in very close proximity to that building. Provided these improvements are made, CSC, as the Master developer, has agreed not to request or approve the taking of Standard's buildings. The benefit, therefore, to Standard, from completion of the improvements, is a fulfillment of the agreement with CSC and CRA and the consequent ability to continue to employ residents.

Can measurable be quantified? Yes No N/A

Urban Enterprise Zone - Camden 2022
ATTACHMENTS (ADMINISTRATIVE BUDGET)

1a. Fully executed City Council Resolution

I will...

- Mail this attachment
- Hand deliver this attachment

1b. Zone Board Resolution

I will...

- Mail this attachment
- Hand deliver this attachment

2. Agreement(s) between the Zone and Firm

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Camden 2022
SCHEDULE A: PERSONNEL

Name of Employee Joseph Thomas
Position/Title uez Coordinator FTE.75
Date of Hire 1/1/2012
Eligible for Overtime? Yes No
Standard Weekly Work Hours Full Time Part Time
35
Number of Weekly Hours Dedicated to UEZ 27
Annual Salary \$96,065.00
Annual Salary Requested from UEZ \$72,048.00
Municipal Salary subsidy (if applicable)
Annual Fringe Benefits \$10,950.00
Annual Fringe Benefits Requested from UEZ \$10,950.00
Submit Job Description 402886-289059-joe e.docx
I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Submit Resume
I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Camden 2022
SCHEDULE A: PERSONNEL

Name of Employee tbd
Position/Title Admin Secretary
Date of Hire 7/1/2023
Eligible for Overtime? Yes No
 Full Time Part Time
Standard Weekly Work Hours 35
Number of Weekly Hours Dedicated to UEZ 35
Annual Salary \$58,004.00
Annual Salary Requested from UEZ \$58,004.00
Municipal Salary subsidy (if applicable)
Annual Fringe Benefits \$10,950.00
Annual Fringe Benefits Requested from UEZ \$10,950.00

Submit Job Description 402887-289059-admin secretary job descrip

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Submit Resume

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Camden 2022
SCHEDULE A: PERSONNEL

Name of Employee TBD
Position/Title Program Monitor
Date of Hire 7/1/2023
Eligible for Overtime? Yes No
 Full Time Part Time
Standard Weekly Work Hours 35
Number of Weekly Hours Dedicated to UEZ 35
Annual Salary \$65,398.00
Annual Salary Requested from UEZ \$65,398.00
Municipal Salary subsidy (if applicable)
Annual Fringe Benefits \$0.00
Annual Fringe Benefits Requested from UEZ \$5,450.00
Submit Job Description 402888-289059-responsibilities for senior

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Submit Resume

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Camden 2022
SCHEDULE A: PERSONNEL

Name of Employee Dolly Marshall FTE.25
Position/Title Historic Business Development
Date of Hire 1/1/2023
Eligible for Overtime? Yes No
Full Time Part Time
Standard Weekly Work Hours 35
Number of Weekly Hours Dedicated to UEZ 9
Annual Salary \$53,760.00
Annual Salary Requested from UEZ \$13,760.00
Municipal Salary subsidy (if applicable)
Annual Fringe Benefits \$0.00
Annual Fringe Benefits Requested from UEZ \$0.00
Submit Job Description 402889-289059-historian business developm
I will...

Upload this attachment

Mail this attachment

Fax this attachment

Hand deliver this attachment

Not applicable

Submit Resume

402889-289055-dolly_marshall_cv (3).pdf
I will...

Upload this attachment

Mail this attachment

Fax this attachment

Hand deliver this attachment

Not applicable

Urban Enterprise Zone - Camden 2022
SCHEDULE A: PERSONNEL

Name of Employee	Nural Williams FTE .25
Position/Title	Fiscal Analyst
Date of Hire	1/1/2023
Eligible for Overtime?	Yes <input checked="" type="checkbox"/> No
	Full Time <input checked="" type="checkbox"/> Part Time
Standard Weekly Work Hours	35
Number of Weekly Hours Dedicated to UEZ	9
Annual Salary	\$63,000.00
Annual Salary Requested from UEZ	\$15,750.00
Municipal Salary subsidy (if applicable)	
Annual Fringe Benefits	\$0.00
Annual Fringe Benefits Requested from UEZ	\$0.00
Submit Job Description	402890-289059-nurel descrp.doc
I will...	
	Upload this attachment
	Mail this attachment
	Fax this attachment
	<input checked="" type="checkbox"/> Hand deliver this attachment
	Not applicable
Submit Resume	402890-289055-resumenuralhwilliams 2.2.20
I will...	
	Upload this attachment
	Mail this attachment
	Fax this attachment
	<input checked="" type="checkbox"/> Hand deliver this attachment
	Not applicable

Urban Enterprise Zone - Camden 2022
SCHEDULE A: PERSONNEL

Name of Employee	Candance Walker FTE .25
Position/Title	Senior Admin Clerk
Date of Hire	1/1/2023
Eligible for Overtime?	Yes <input checked="" type="checkbox"/> No
	Full Time <input checked="" type="checkbox"/> Part Time
Standard Weekly Work Hours	35
Number of Weekly Hours Dedicated to UEZ	9
Annual Salary	\$89,700.00
Annual Salary Requested from UEZ	\$27,762.00
Municipal Salary subsidy (if applicable)	
Annual Fringe Benefits	\$0.00
Annual Fringe Benefits Requested from UEZ	\$0.00
Submit Job Description	402891-289059-senior administrative clerk
I will...	

Upload this attachment

Mail this attachment

Fax this attachment

Hand deliver this attachment

Not applicable

Submit Resume

I will...

402891-289055-candice jefferson_resume_20

Upload this attachment

Mail this attachment

Fax this attachment

Hand deliver this attachment

Not applicable

Urban Enterprise Zone - Camden 2022
 CERTIFICATION SHEETS

If your Agency type is not required to answer any of the questions below, click the N/A radio button

1.	I certify that this agency is not delinquent on any Federal or State debt.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	I understand that payments from NJDCA will depend on our submission of all required grant reports.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3.	I certify that neither members of our organization's governing body nor members of their families will receive any direct or indirect personal or monetary gain from the funding of this grant.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.	I certify that our organization's Certification of System for Award Management (SAM) is valid and current.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
5.	I certify that neither members of our organization's governing body nor members of their families serve on any board, council, commission, committee, or task force that has regulatory authority or advising influence on the funding program. If no, please explain:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Non-government Agencies only—

6.	If our agency has not received funds from NJDCA for the current State Fiscal Year, I will submit our organization's most recent audit.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
7.	The information contained in the Board of Directors list in our Agency Information is adequate and up-to-date at the time of this application.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A

Urban Enterprise Zone - Camden 2022
 CERTIFICATION SHEETS

ATTACHMENTS

Certification Regarding Debarment and Suspension - Schedule G	
I will upload this attachment <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
Certification Regarding Lobbying - Schedule H	
I will upload this attachment <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
Resolution - Schedule I Or Local Match Only - Schedule I	
I will upload this attachment <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
IRS Determination Letter (New Applicants, Non-profit, Non-government only)	
I will upload this attachment <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
Organizational Chart (Non-government only)	
I will upload this attachment <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
Application Cover Page	
I will upload this attachment <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>

**Please upload any third party agreement(s) that may be pertinent to this grant.
 (see application instructions for specific details)**

DB:dh
08-08-23

R-24

RESOLUTION AUTHORIZING A CONTRACT WITH MAD ADVERTISING, LLC FOR AN ADVERTISING AND MARKETING CAMPAIGN FOR LOCAL INCENTIVES AND PROGRAMS IN THE AMOUNT OF \$75,000

WHEREAS, there exists a need to provide outdoor advertising for the City of Camden; and

WHEREAS, three (3) bids were received on May 9, 2023 under RFP #23-07; and

WHEREAS, the Purchasing Agent and the Business Administrator have recommended to the Council of the City of Camden that Council award a contract to MAD ADVERTISING, LLC for advertising and marketing campaign for local incentives and programs for the total sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000); 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 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 Officers of the City of Camden are hereby authorized to execute a contract with MAD ADVERTISING, LLC, to provide advertising and marketing campaign for local incentives and programs in the amount not to exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000), 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: August 8, 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: MAD ADVERTISING

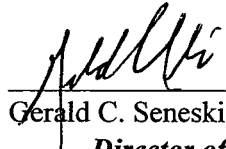
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:
AMOUNT:
- APPROPRIATION RESERVE:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT: G-02-41-765-032
AMOUNT;\$,75.000.00
- 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 \$ 75,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CAMDEN AND MAD ADVERTISING AND MARKETING CAMPAIGN FOR LOCAL INCENTIVES AND PROGRAMS IN THE AMOUNT OF \$75,000.00.



Gerald C. Seneski

Director of Finance

Date: 7/24/23



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: AUGUST 8, 2023

TO: City Council
FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CAMDEN AND MAD ADVERTISING FOR ADVERTISING AND MARKETING CAMPAIGN FOR LOCAL INCENTIVES AND PROGRAMS IN THE AMOUNT OF \$75,000

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		7/20/23	
Supporting Department Director (if necessary)				
Director of Grants Management	Y		7/21/23	
Qualified Purchasing Agent	Y		7/24/2023	
Director of Finance			7/24	

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: JUL 28 2023

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

² Mandatory for any financial commitment to the City or expenditure of City Funds.

City Attorney

Signature

Date

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CAMDEN AND MAD ADVERTISING FOR ADVERTISING AND MARKETING CAMPAIGN FOR LOCAL INCENTIVES AND PROGRAMS IN THE AMOUNT OF \$75,000

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

- UEZ will focus on outdoor advertising, specifically digital and static billboards, bus shelters and PATCO transit ads.
- Council authorization is necessary to facilitate the marketing program.
- Competitive bidding process was completed through RFP#23-07

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$75,000

IMPACT STATEMENT:

- When approved, ads will concentrate on Camden and its surrounding areas. Message will center on benefits of doing business in Camden. Advertising will be a powerful tool in driving economic growth and bringing businesses back to Camden.
- Creating a comprehensive and effective advertising campaign.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Joseph Thomas, UEZ Coordinator
 - Attendance: Yes
- Name, Organization 2.
 - Attendance: (Y/N/Tentative). Confirmed?
- Additional as required...

COORDINATION:

- Those impacted are: Residents, Businesses, City of Camden, County of Camden

Prepared by: Joseph Thomas

X3531 – JoThomas@ci.camden.nj.us

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	MAD ADVERTISING, LLC
Purpose or Need for service:	Contract award for the advertising and marketing campaign for local incentives and programs under UEZ and ARP
Contract Award Amount	\$75,000
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.)	Competitive bidding process RFP # 23-07
Were other proposals received? If so, please attach the names and amounts for each proposal received?	Yes MAGNUM DEALESS ENTERPRISES

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 _____

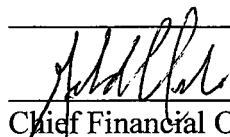
Business Administrator/Manager Signature

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.

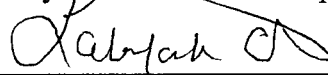
The Chief Financial Officer affirms that there is adequate funding available for this personnel action.

_____ 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 _____

CAMDEN CITY
 520 MARKET STREET
 P O BOX 95120
 CAMDEN, NJ 08101-5120
 TEL (856)757-7000

REQUISITION	
NO.	23-00708

S H I P T O	PLANNING & DEVELOPMENT 520 MARKET ST. RM 222 CAMDEN, NEW JERSEY 08101 ATTENTION: JOSEPH THOMAS
	V E N D O R
	VENDOR #: UNK01
	UNKNOWN VENDOR , NJ

ORDER DATE: 03/21/23
 DELIVERY DATE: 03/30/24
 STATE CONTRACT:
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Bill Board		75,000.0000	75,000.00
	6.67 %	G-02-41-665-023		
	86.67 %	G-02-41-765-032		
	6.67 %	G-02-41-666-023		
	CONTRACT AWARD FOR ADVERTISING AND MARKETING CAMPAIGN FOR LOCAL INCENTIVES AND PROGRAMS			
	IN AN AMOUNT NOT TO EXCEED \$75,000			
	RFP#23-07			
	VENDOR: MAD ADVERTISING, LLC 165 MORELAND ROAD HUNTINGON VALLEY, PA 19006			
			TOTAL	75,000.00

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

Initial Report _____ Revised Report x Closing Report _____
 Bureau of Grants Management Grant Summary Form
 Grant Status Code: G
 (green - g; yellow - y; red - r)

Department: Planning and Development – Economic Development

Grant Administrator: Joe Thomas

Grant Administrator #: (856) 968-3531

Project Name:		Camden Strong Commercial Façade			
Grant/Funding Agency Program:		Coronavirus Local Fiscal Recovery Fund			
Grant Federal CFDA or State GIMS Number:					
City Contract Date:			City Contract #:		
Application Resolution #:			Appropriation Code :		G-02-41-765-032
Funding Source:		ARP			
Pass Through: circle one	Y or <input checked="" type="radio"/> N	Source:	ARP		
Amount of Grant:		2,000,000			
Local Match: circle one	Y or <input checked="" type="radio"/> N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		3/21 – 12/24		Location of Activity:	
Date of Analysis:		7.21.2023		Reviewed By: Kelly Mobley	

Summary:

21-Jul-23: The Department of Planning and Development is requesting council authorization to enter into a contract agreement with MAD Advertising for the purpose of marketing for the UEZA Camden Façade and other UEZA program incentives. \$65,000 will be utilized using G-02-41-765-032; \$5,000 will be utilized using G-02-41-666-023 and \$5,000 will be utilized using G-02-41-665-023. Total contract amount: \$75,000. Vendor was selected utilizing RFP process (RFP #23-07).

27-Jun-23: The Department of Planning and Development is processing Purchase Requisition #23-00621 for the Camden Strong Commercial Façade Program to award a contract to St Joseph's Carpenter Society in the amount of \$1,803,250.00. \$103,250 for administration of the program and \$1.7 for program costs to qualifying businesses owners for façade work.

14-Sep-22: The Department of Planning and Development is processing Purchase Requisition #23-00621 for the Camden Strong Commercial Façade Program to Solicit Proposals (RFP) for the administration and execution of the commercial façade program. Request includes programming, design, construction, bid and construction administration phase. Anticipating rehabilitating approximately 40-50 local businesses.

Please note that the language regarding ARP Regulations should be highlighted in the contract agreement.

Time Lines:

Problematic Areas/Recommendations:

Recipients may only use funds to cover costs incurred during the period beginning on **March 3, 2021 and ending on December 31, 2024** per section 602(g)(1) of the Social Security Act as

Initial Report _____ Revised Report x Closing Report _____
Bureau of Grants Management Grant Summary Form
Grant Status Code: G
(green - g; yellow - y; red - r)

added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 and Treasury's Interim Final Rule at 31 C.F.R. § 35.5(a). **Recipients must liquidate all obligations incurred by December 31, 2024 under the award no later than December 31, 2026**, which is the end of the period of performance. As such, auditors should test that recipients only used award funds to cover costs incurred from the period beginning on March 3, 2021 and ending on December 31, 2024. Auditors should also test that recipients did not incur and apply to their award any new costs during the period beginning December 31, 2024 and ending on December 31, 2026. **During this two-year period, recipients are only permitted to liquidate all obligations they incurred by December 31, 2024**

ARP Commercial Corridors Program

Bureau of Grants Management Grant Summary Form**Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: Development and PlanningGrant Administrator: Joe ThomasGrant Administrator #: 757-7344

Grant/Project Name:		UEZ Camden Strong Facade \$350,000.00-\$335,000.00= \$15,000.00-\$1650=\$13,350.00 -\$2,100.00=11,250.00 -230.00=11,020.00.00- 5000.00=\$6020.00			
Grant #:		UEZ			
City Contract Date:		ASAP			
Application Resolution #:			Appropriation Code	G-02-41-665-023	
Funding Source:		UEZ			
Pass Through:	Y	N	Source:	City	
Amount of Grant:		\$350,000.00 Facade			
Local Match:	Y	N	Cash:		In-Kind:
Budget Insertion Resolution # & Date:	N/A		Accepting Grant Resolution # MC:	N/A	
Term of Grant:	8/2021-8/2024/		Location of Activity:	Camden City	
Date of Analysis:	7/20/2023		Reviewed By:	Joe Thomas	

Summary: Payment #5 The Department of Development and Planning/ UEZ is requesting payment of \$6,000,00 for UEZ Billboard Marketing for the Camden Strong Façade \$11,020.00.00- 5000.00=\$6020.00

Summary: Payment #4 The Department of Development and Planning/ UEZ is requesting payment of \$230.00 for UEZ tablecloth for the Camden Strong Façade \$11,250.00-230.00=11,120.00.00

Summary: Payment #3 The Department of Development and Planning/ UEZ is requesting payment of \$2,100.00.00 for the application portal for the Camden Strong Facade \$13,350.00 -\$2,100.00=11,250.00

Summary: Payment #2 The Department of Development and Planning/ UEZ is requesting payment of \$1,650.00 for the application portal for the Camden Strong Facade \$15,000.00-\$1650=\$13,350.00

Summary: Payment # The Department of Development and Planning/ UEZ is requesting

Account No: G-02-41-665-023
 Description: UEZ: Camden Strong Façade
 Starting Date: 07/07/22
 * Transaction is included in Previous and/or Opening Balance
 En = PO Line Item First Encumbrance Date

Type: Line Control Account
 Ending Date: 07/20/23
 Po Transactions: Summarized
 ** Transaction is not included in Balance
 BC = Blanket Control
 BS = Blanket Sub

Date	Description	Trans Amount	Balance
	OPENING BALANCE		350,000.00
02/07/23	PO 23-00401 1 Open Vn STJ02 ST JOSEPH CARPENTER SOCIETY	335,000.00-	15,000.00
06/30/23	PO 23-01534 1 Paid Ck140527 PROVISION FOR TABLE COVERS FOR Vn SPE07 SPEED PRO IMAGING En 04/19/23	230.00-	14,770.00
06/30/23	PO 23-01577 1 Paid Ck140515 DIRECT MAIL TO CAMDEN BUSINESS Vn MAR31 MARKET STREET PRINTING En 04/20/23	1,650.00-	13,120.00
07/07/23	PO 23-01129 1 Paid Ck140567 Annual website Design/website Vn GOV18 GOV DESIGNS En 03/16/23	2,100.00-	11,020.00

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:		Camden Strong MACRO Capital Improvement \$1,200,000.00-\$9,625.00= \$1,190,375.00- \$6,500.00=1,183,750.00- \$6,000.00=1,177,750.00			
Grant #:		Urban Enterprise Zone			
City Contract Date:		ASAP			
Application Resolution #:			Appropriation Code	G-02-41-666-023	
Funding Source:		UEZ			
Pass-Through:	Y	N	Source:	City	
Amount of Grant:		Camden Strong MACRO Capital Improvement \$1,200,000.00			
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:		7/20/2023		Reviewed By:	Joe Thomas

Summary:

Payment # 3

The Department of Development and Planning requests payment for a Bill Board Marketing of \$6,000.00 for the Urban Enterprise Zone. Planning
 Total \$1,183,750.00- \$5,000.00=1,178,750.00

Payment #2

The Department of Development and planning requests payment for a videographer \$6,500 for technical assistance from the Urban Enterprise Zone.
 Total \$1,190,375.00-\$6,500.00=1,183,750.00

Payment #1

The Department of Development and Planning is requesting payment for a videographer of \$9,625.00 from the Urban Enterprise Zone.
 Total \$1,200,000.00-\$9,625.00= \$1,190,375.00

-Account No: G-02-41-666-023
 Description: UEZ- Camden Strong Captial Improvement Type: Line Control Account
 Starting Date: 07/06/22 Ending Date: 07/20/23 Po Transactions: Summarized
 * Transaction is included in Previous and/or Opening Balance ** Transaction is not included in Balance
 En = PO Line Item First Encumbrance Date BC = Blanket Control BS = Blanket Sub

Date	Description	Trans Amount	Balance
	OPENING BALANCE		1,200,000.00
05/10/23	PO 23-01890 2 Open Vn G0016 DAVID GOODMAN Videographer will create	7,218.75-	1,192,781.25
06/09/23	PO 23-02277 1 Open Vn SAF19 SAFE & SOUND STEWARDS, LLC TECHNICAL ASSISTANCE TO UEZ	6,499.99-	1,186,281.26
07/14/23	PO 23-01890 1 Paid Ck140704 Vn G0016 DAVID GOODMAN Videographer will create En 07/14/23	2,406.25-	1,183,875.01

Bureau of Grants Management Grant Summary Form**Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: Development and PlanningGrant Administrator: Joe ThomasGrant Administrator #: 757-7344

Grant/Project Name:		American Rescue Plan \$2,000,000.00-\$9625.00=\$1,990,375.00- \$65,000.00=\$1,925,375.00			
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:	7/20/2023		Reviewed By:	Joe Thomas	

Summary: – # 3

The Department of Development and Planning is requesting payment for a Bill Board Marketing. Total = \$=\$1,990,375.00-\$65,000.00=\$1,925,375.00

Summary: – #2

The Department of Development and Planning is requesting payment \$15,000.00 for a Document Total \$1,990,375.00-15,000.00=1,975,375.00

Summary: – #1

The Department of Development and Planning is requesting payment for a videographer Total \$2,000,000.00-\$9625.00=\$1,990,375.00

Account No: G-02-41-765-032
 Description: ARP SLFRF Facade Improvement Along Corr Type: Sub Account
 Starting Date: 07/14/22 Ending Date: 07/20/23 Po Transactions: Summarized
 * Transaction is included in Previous and/or Opening Balance ** Transaction is not included in Balance
 En = PO Line Item First Encumbrance Date BC = Blanket Control BS = Blanket Sub

Date	Description	Trans Amount	Balance
	OPENING BALANCE		0.00
10/14/22	Transfer To Acct est apr accounts per schedule PB Direc Post Ref: B 10990 5	2,000,000.00	2,000,000.00
05/10/23	PO 23-01890 2 Open Videographer will create Vn G0016 DAVID GOODMAN	7,218.75-	1,992,781.25
07/14/23	PO 23-01890 5 Paid Ck 1034 Videographer will create Vn G0016 DAVID GOODMAN En 07/14/23	2,406.25-	1,990,375.00

Joe

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

RFP #23-07

RFP NAME: ADVERTISING AND MARKETING CAMPAIGN FOR LOCAL INCENTIVES AND PROGRAMS

RFP DUE: TUESDAY, MAY 9, 2023 @ 11:00 A.M

VENDOR	
DEALESSI ENTERPRISES, INC. DBA FUERZA STRATEGY GROUP KINNELON, NJ	
165 Moreland Rd	MAD ADVERTISING, LLC HUNTINGDON VALLEY, PA ✓ 19006
MAGNUM COLLINGSWOOD, NJ	

Results are for information purpose only.
rp

MAD ADVERTISING

C. Proposed Advertising Strategy

Our advertising campaign for the revitalization of Camden, NJ will focus on outdoor advertising, specifically digital and static billboards, bus shelters and PATCO Transit ads. Our target audience will be businesses, with messaging that highlights all of Camden's qualities as a great place to do business. Our goal is to bring businesses back to Camden and help grow the local economy.

The placement of our ads will concentrate on Camden and the immediate surroundings, ensuring that we reach our local target audience effectively. Locations for these ads can be changed every 60 days to maximize effectiveness. As the campaign progresses, we will extend its reach further. By year two of advertising, we will look to cross into Philadelphia to promote Camden's attractiveness to businesses looking to relocate or expand.

Our messaging will center on the benefits of doing business in Camden, such as a skilled workforce, affordable real estate, and a supportive local government. We will use eye-catching visuals and persuasive language to encourage businesses to consider Camden as a prime location for their operations.

Overall, our advertising campaign for the revitalization of Camden, NJ will be a powerful tool in driving economic growth and bringing businesses back to this thriving city.

To ensure the success of this advertising campaign, it is crucial that MAD Advertising works closely with the city of Camden. Our team will need to collaborate with city officials to gain a deep understanding of the city's unique qualities, challenges, and goals. This will allow us to create messaging that truly resonates with the target audience and highlights all of Camden's strengths.

We will also need to coordinate with the city on the placement of billboards and transit ads to ensure that they are strategically located and reach the desired target audience. By working together with the city, we can create a comprehensive and effective advertising campaign that truly revitalizes Camden and brings businesses back to the city.

Outdoor advertising descriptions (see location options in PDF addendum)

Bulletin billboards are the largest standard-sized billboard that delivers maximum exposure to vehicular traffic on expressways, highways, and primary arteries. Typically 14 feet high and 48 feet wide, a bulletin provides 672 square feet of space for your ad. Bulletins offer unparalleled visibility.

Advertisements on *digital billboards* rotate in slide show fashion every 6-8 seconds. Digital billboards combine the benefits of traditional billboard advertising with the convenience and innovation of current technology.

- Two to three rotations per minute
- No printing costs
- Content can be readily updated
- Usually located on major arteries

Poster billboards bring your message to a local audience and impact your customers where they live, work and play.

- Smaller advertising structures
- Located on primary and secondary traffic arteries
- Seen by vehicular traffic and pedestrians in commercial and industrial areas
- Designed to be mass produced and posted in multiple locations to flood the market all at once

Bus shelters are strategically located along busy streets in major metropolitan cities. They provide excellent exposure to pedestrian and vehicular traffic.

- Stationary ad space located along busy bus routes
- Provides eye-level visibility to pedestrians and vehicular traffic in major cities
- Targets specific audiences and reaches areas that other out-of-home advertising can't go
- Effective medium for point-of-purchase, ethnic or geographic marketing

PATCO Transit Advertising (see examples of each in PDF addendum)

Interior Brand Train

- PATCO Interiors place your ad directly in front of passengers, providing the perfect way to communicate with this captive audience
- Seat backs and interior cards
- 6 weeks – 3 units

Digital Display

- There are over 50 digital screens located throughout the PATCO Rail System. Each station offers different numbers of screens to best reach each station's audience & riders
- 6 weeks – 16 units

Platform 2-Sheets

- 2 -Sheet posters give your brand an unmistakable presence on all lines including SEPTA Rail & Subway Lines, AMTRAK Rail Lines, and PATCO Rail Lines. They are highly visible to the sea of commuters who wait an average of 10 minutes for their trains to arrive
- 20 weeks – 12 units

Interior Cards

- PATCO Interiors place your ad directly in front of passengers, providing the perfect way to communicate with this captive audience
- 20 weeks – 40 units

Digital Display Bonus

- 20 weeks – 5 units

2. Sample 6-Month Advertising Plan

\$75,000 Total Spend

July

Type	Suggested Locations*	Rate Per Month**
5 Posters		\$5,000
4 Bulletins	352A, 356A, 042631, 042511	\$14,000
Total		\$19,000

August

Type	Suggested Locations*	Rate Per Month**
3 Digitals	357C, 010961, 1013	\$7,500
Total		\$7,500

September

Type	Suggested Locations*	Rate Per Month**
PATCO Transit		\$6,000
1 Bulletin	010820	\$3,500
Total		\$9,500

October

Type	Suggested Locations*	Rate Per Month**
PATCO Transit		\$6,000
4 Digitals	1013, 357C, 372B, 010960	\$10,000
Total		\$16,000

November

Type	Suggested Locations*	Rate Per Month**
PATCO Transit		\$6,000
1 Bulletin	010901	\$3,500
Total		\$9,500

December

Type	Suggested Locations*	Rate Per Month**
4 Digitals	357C, 372B, 010829, 010847	\$11,000
Total		\$11,000

* Locations are based on availability.

** Pricing is an estimate and subject to vary depending on specific locations.

DB:dh
08-08-23

R-25

**RESOLUTION AWARDING A CONTRACT FOR RESIDENTIAL CONSTRUCTION
INSPECTION SERVICES FOR THE AMERICAN RESCUE PLAN
FUNDED NEIGHBORHOOD IMPROVEMENT PROGRAM WITH
DUANE J. WALLACE FOR \$289,500**

WHEREAS, there exists a need to provide residential inspection services for the City of Camden; and

WHEREAS, one (1) bid was received on June 8, 2023 under RFP #23-08; and

WHEREAS, the Purchasing Agent and the Business Administrator have recommended to the Council of the City of Camden that Council award a contract to DUANE J. WALLACE for residential inspections services for the ARP neighborhood improvement program for the total sum of TWO HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$289,500); and

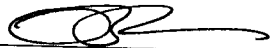
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under state and federal budget of the City of Camden under line item "G-02-41-765-031" and said 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 of the City of Camden are hereby authorized to execute a contract with DUANE J. WALLACE, to provide residential inspections services for the ARP neighborhood improvement program in the amount not to exceed TWO HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$289,500), 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: August 8, 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: DUANE J. WALLACE

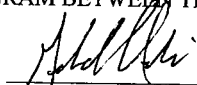
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:
AMOUNT:\$
- APPROPRIATION RESERVE:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT: G-02-41-765-031
AMOUNT; \$ 298,500.00
- 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 \$ 289,500.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING A CONTRACT FOR RESIDENTIAL INSPECTION SERVICES FOR THE ARP NEIGHBORHOOD IMPROVEMENT PROGRAM BETWEEN THE CITY OF CAMDEN AND DUANE J. WALLACE FOR \$289,500.00



Gerald C. Seneski

Director of Finance

Date: 7/24/23



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: AUGUST 8, 2023

TO: City Council
FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AWARDING A CONTRACT FOR RESIDENTIAL INSPECTION SERVICES FOR THE ARP NEIGHBORHOOD IMPROVEMENT PROGRAM BETWEEN THE CITY OF CAMDEN AND DUANE J. WALLACE FOR \$289,500

Point of Contact:	Candice Walker	Planning & Development	X3542	CaJeffer@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		7/19/23	
Supporting Department Director (if necessary)				
Director of Grants Management	Y	BJ for km	7-21-23	
Qualified Purchasing Agent	Y		7/24/2023	
Director of Finance			7/24/23	

Approved by:
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)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:

JUL 28 2023

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

² Mandatory for any financial commitment to the City or expenditure of City Funds.

City Attorney

Signature

Date

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AWARDING A CONTRACT FOR RESIDENTIAL INSPECTION SERVICES FOR THE ARP NEIGHBORHOOD IMPROVEMENT PROGRAM BETWEEN THE CITY OF CAMDEN AND DUANE J. WALLACE FOR \$289,500

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

- City of Camden has ARP funding for \$2.5 million for the Neighborhood Improvement Program to assist eligible homeowners' home repairs/rehabilitation citywide. The City requires the services of an inspection company in order provide write up of services needed on the properties. The program will service up to 140 owner occupied single family residential units with a grant up to \$15k
- ARP funding must be expended by December 2025
- There was a competitive RFP process completed through the Bureau of Purchasing

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$289,500

IMPACT STATEMENT:

- If this contract is awarded to will allow the city to assist homeowners with much needed repairs to their homes. The City will be able to assist up to 140 homeowners throughout the city.
- If contract not awarded, the city will have to go through a third (3rd) bidding process with no guarantee of any potential bidders

SUBJECT MATTER EXPERTS/ADVOCATES:

- Name, Organization 1.
 - Attendance: (Y/N/Tentative). Confirmed?
- Name, Organization 2.
 - Attendance: (Y/N/Tentative). Confirmed?
- Additional as required...

COORDINATION:

- Those impacted by this award: Residents (citywide); homeowners; City of Camden government

Prepared by: Candice Walker

x3542/cajeffer@ci.camden.nj.us

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	DUANE J. WALLACE
Purpose or Need for service:	Contract award for residential inspections and construction management of the ARP Neighborhood Improvement Program
Contract Award Amount	\$289,500
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.)	Competitive bidding process
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_____

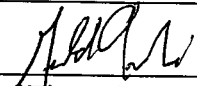
Business Administrator/Manager Signature

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.

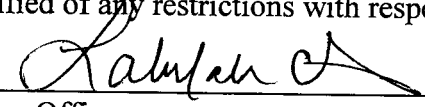
The Chief Financial Officer affirms that there is adequate funding available for this personnel action.

_____ Funding Source for this action



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 7/24/2023

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.	23-00696

S H I P T O	CAMDEN DIVISION OF HSNB SVCS ROOM 218-A CITY HALL CAMDEN, NJ 08101	
	V E N D O R	UNKNOWN VENDOR , NJ
		VENDOR #: UNK01

ORDER DATE: 03/20/23
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AWARD OF CONTRACT TO CONDUCT RESIDENTIAL HOUSING INSPECTIONS AND CONSTRUCTION MANAGEMENT FOR UP TO 140 OWNER OCCUPIED PROPERTIES IN THE CITY OF CAMDEN FOR THE ARP NEIGHBORHOOD IMPROVEMENT PROGRAM IN THE AMOUNT OF \$289,500 RFP# 23-08 VENDOR: DUANE J. WALLACE 6116 FORREST AVENUE PENNSAUKEN, NJ 08110	G-02-41-765-031	289,500.0000	289,500.00
			TOTAL	289,500.00

Handwritten signature and date: 3/21/23

Approved: *[Signature]*

[Signature]
 Department Head
 Date: 2/19/23

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

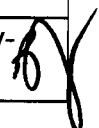
Candice Walker
 Receiver of Goods
 Date: 4-19-23

FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU

Initial Report Revised Report Closing Report
Bureau of Grants Management Grant Summary Form
Grant Status Code: G
(green - g; yellow - y; red - r)

Department: Department of Planning – Housing Services

Grant Analyst: Candice Jefferson Contact #: 856-757-7344

Grant/Project Name:		<i>American Rescue Plan: Neighborhood Improvement Initiative - \$289,500.00</i>					
Grant #:							
City Contract Date:				City Contract #:			
Application Resolution #:				Appropriation Code:		G-02-41-765-031	
Funding Source:		New Jersey Dept. of Community Affairs					
Pass Through:	Y	N	Source:				
Amount of Grant:		\$ 289,500.00					
Local Match:	Y	N	Cash:		In-Kind:		
Budget Insertion Resolution # & Date:	11-10-2022		Accepting Grant Resolution # MC:				
Term of Grant:			Location of Activity:		Camden City City Wide		
Date of Analysis:	July 21, 2023		Reviewed By:		Barbara Bellamy-Johnson 		

Summary: The Department of Planning/Division of Housing Servicers is requesting a resolution to award a contract to Duane J Wallace for the residential inspection services for the ARP Neighborhood Improvement Program in the amount of \$289,500.00 for inspections and construction management for up to 140 owner occupied single family units. As per the Department, solicitation were completed twice and there were no respondents on the first advertisement and only one respondent on the second advertisement.

The Purpose of the Grant: Contract: This award will provide funding to conduct Residential Housing Inspections and Construction Management for up to 140 owner occupied properties in the City of Camden for the ARP Neighborhood Improvement Program in the amount of \$289,500 to Duane J Wallace.

Time Lines:

Problematic Areas/Recommendations

Initial Report ____ Revised Report ____ Closing Report ____
Bureau of Grants Management Grant Summary Form

Grant Status Code: G
(green - g; yellow - y; red - r)

Department: Planning & Development

Grant Administrator: Candice Walker

Administrator #:

Grant/Project Name:		American Rescue Plan: Neighborhood Improvement Initiative			
Grant #:					
City Contract Date:		City Contract #:			
Application Resolution #:		Appropriation Code :			
Funding Source:		SLFRF			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$2,500,000.00			
Local Match:		N	Cash:		In-Kind:
Budget Insertion Resolution # & Date:		November 10, 2022		Accepting Grant Resolution # MC:	
Term of Grant:				Location of Activity: citywide	
Date of Analysis:				Reviewed By:	

Summary:

7/19/23: Award of contract to Duane J. Wallace for residential inspection services for the ARP Neighborhood Improvement Program for \$289,500 for the inspections and construction management for up to 140 owner occupied single family units. Solicitation was completed twice, as there were no respondents on the first advertisement. Second advertisement was let on June 8th with only one respondent.

3/23/23: Ordering of supplies that are needed for the start of the program

3/20/23: RFP for inspection and construction management services

1/11/23: Council Action Authorizing the spending of said ARP/SLFRF funds of \$2.5 million for the Neighborhood Initiative Program

9/26/22: Insertion of special item of revenue into the CY2022 budget for SLFRF funds in the amount of \$2.5 million for a Neighborhood Improvement Initiative for home repairs to qualified owner occupants for a citywide program

Time Lines:

Problematic Areas/Recommendations:

NEIGHBORHOOD IMPROVEMENT INITIATIVE					
BUDGET					
GRANTS TO HOMEOWNERS					
		140 HOMEOWNERS ASSISTED			\$2,100,000
		\$15K PER HOUSEHOLD			
CONSULTANTS					
		PROPERTY INSPECTIONS			\$300,000
		MARKETING			\$7,500
ADMINISTRATION					
		SUPPLIES AND EQUIPMENT			\$3,000
		ADMINISTRATION			\$75,000
		CONTINGENCY			14,500
			TOTAL		\$2,500,000

23-08 - RESIDENTIAL INSPECTION SERVICES FOR THE CITY OF CAMDEN'S NEIGHBORHOOD IMPROVEMENT PROGRAM2

Opening Date: June 6, 2023 4:15 PM

Closing Date: June 22, 2023 11:00 AM

Vendor Details

Company Name: Duane Wallace
Does your company conduct business under any other name? If yes, please state: NJ
Address: 6116 FORREST AVE
Pennsauken Township, New Jersey 08110-3521
Contact: Duane Wallace
Email: DUANEJWALLACE1ST@GMAIL.COM
Phone: 856-625-6545
HST#:

Submission Details

Created On: Saturday June 17, 2023 17:07:27
Submitted On: Wednesday June 21, 2023 13:57:02
Submitted By: Duane Wallace
Email: DUANEJWALLACE1ST@GMAIL.COM
Transaction #: 5f519910-f7c0-4494-a45c-758b09b07eb6
Submitter's IP Address: 98.110.53.147

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.

Price Sheet - Part I

Vendor shall list the fee on a per property basis for services listed in each of the above phases (Phase I and Phase 2). The City estimates funding approximately 140 residential properties. 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.

Fixed costs for each phase is inclusive of all expenses required to perform the services under this contract and as listed in the Scope of Work. The City of Camden will remit payment upon receipt of an invoice after the completion of each phase and any additional charges related to the completion of each phase.

Category	Cost per Property *	Quantity	Total
Phase I Inspection Services	\$1,200.0000	140	\$ 168,000.00
Phase II Construction Settlement Monitoring Payments	\$600.0000	140	\$ 84,000.00
Subtotal:			\$ 252,000.00

Price Sheet - Part II

Provide a flat rate for each of the Additional Services listed in this section. Additional Services are miscellaneous charges assessed on an as-needed basis. Rates are all-inclusive and the City will not accept additional costs for any related fees.

Additional services are approximate and the City can increase or decrease the quantity of needed services at will.

Category	Cost per Service *	Quantity	Total
Hourly rate for additional meetings requested in excess of scheduled meetings listed in Phases I and II. The hourly rate provided is all-inclusive and represents charges such as travel, fuel, parking, etc.	\$250.0000	50	\$ 12,500.00
Flat inspection cost for missed inspection as a result of the City or homeowner. Vendor required to reschedule inspection in order to perform inspection services within five (5) to seven (7) business days.	\$250.0000	50	\$ 12,500.00
Flat rate to perform Post-Inspection of property as requested by City representative	\$250.0000	50	\$ 12,500.00
Subtotal:			\$ 37,500.00

Summary Table

Bid Form	Amount
Price Sheet - Part I	\$ 252,000.00
Price Sheet - Part II	\$ 37,500.00
Subtotal Contract Amount:	\$ 289,500.00



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: WALLACE.DUANE J
Trade Name:
Address: 100 PARK BOULEVARD UNIT 2C
CHERRY HILL, NJ 08034-3402
Certificate Number: 1321319
Effective Date: April 25, 2007
Date of Issuance: June 15, 2023

For Office Use Only:
20230615143939420

PROPOSED FEE SCHEDULE

The following Proposed Fee Schedule for HQS Residential Inspections of 140 units in the City of Camden.

Services Cost Category #1	Price
Phase 1 Inspections Services	\$1,200.00
Phase 2 Construction Settlement, Monitoring, Payments	\$600.00
SUBTOTAL	\$252,000
Hourly Rate for Additional Meetings in excess of scheduled meetings (Quantity 50)	\$250.00
Flat Fee for Missed Inspection as result of City or homeowner (Quantity 50)	\$250,00
Post Rate to perform Post Inspection of Property (Quantity 50)	\$500,00
SUBTOTAL	\$50,000
SUBTOTAL CONTRACT AMOUNT	\$302,000

Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

TECHNICAL APPROACH

- All inspections will be performed between the hours of 9 to 5 Monday to Friday with every effort made to gain entry to complete the scheduled inspections. A drone will be used to confirm the condition of roof's when interior physical evidence is not available.
- All phone calls and email correspondence from the City, Homeowners and Contractors will be responded to with 24 hours of receipt.
- AS a licensed Construction Official and Subcode Official, Duane will assist contractors in complying with UCC permitting requirements for repairs that require permits.
- Photographs will used where needed to identify conditions that affect the cost or method of repairs.
- HQS inspections reports per the HQS checklist will be submitted within 7 business days of the date of inspection.
- Duane will maintain a "shared file" database with the City that incorporates fields of information required by the City for reporting and auditing.
- The database and any related files will be the property of the City of Camden.
- Extensive working knowledge of the ordinances of the City of Camden specifically from past contract and employment as well firm working knowledge of all applicable State Building Codes.
- Duane will responsively monitor the progress of each property until completion of the rehabilitation process.
- Duane will review all payments to include ensuring that all contracted work is complete to point of request/completion.
- Experienced inspectors work with and for Duane for increased volume and when he is absent.
- Reports to software generated utilizing the Houzz Inspection software program which provides for HUD HQS standards while also providing for Cost Estimating utilizing regional and State cost analysis.

- All inspection reports will be prepared and submitted within 5 business days of the date of the inspection.
- Sample Inspection Report supplied
- Duane has a 100% completion rate on projects within the given time requirements.

DB:dh
08-08-23

R-26

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT PURSUANT
TO N.J.S.A. 40A:4-87 IN THE AMOUNT OF \$200,000 FROM THE
U.S. DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY FOR A
SUB-GRANT ENTITLED "REVOLVING BROWNFIELDS REVOLVING LOAN FUND"
FOR THE RELIABLE TIRE SITE**

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 Camden Redevelopment Agency awarded a U.S Environmental Protection Agency 2022 Revolving Brownfields Revolving Loan Fund grant in the amount of \$200,000 to the City after the adoption of the 2023 Budget; and

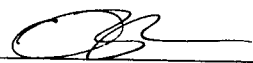
WHEREAS, pursuant to N.J.S.A. 40A:4-87 the Director may approve the insertion of the 2022 Revolving Brownfields Loan Fund grant award as a special item of revenue in the 2023 budget; now, therefore

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 \$200,000, which is now available from the U.S. Environmental Protection Agency.

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: August 8, 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: AUGUST 8, 2023

TO: City Council
FROM: Gerald C. Seneski

1. **TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing a Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$274,203.00 from U.S Department of Environmental Protection Agency for a Sub - grant entitled "Revolving Brownfields Loan Fund"

Point of Contact:	Olivette Simpson	CRA	OISimpso@ci.camden.nj.us	
	Name	Department-Division-Bureau	Phone	Email

ENDORSEMENTS

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

MA 7/24

Approved by:
Business Administrator

Signature

Date

Attachments (list and attach all available):

Grant Award Letter

"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 28 2023

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing a Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$274,203.00 from U.S Department of Environmental Protection Agency for a Sub - grant entitled "Revolving Brownfields Loan Fund"

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

- The Reliable Tire Site, owned by the City of Camden and designated as Block 1320, Lot 1 on the City Tax Map is located at 1115 Chestnut Street, Camden, New Jersey (the Property Site). The Project Site is approximately two acres in size and zoned per the Gateway Redevelopment Plan as Office / Light Industrial. The City acquired the Project Site in a 2018 tax foreclosure.
- Reclamation of under-utilized commercial/light industrial property is critical in the stimulating the growth and transformation of this Bergen Square neighborhood where junk yards and other negative uses prevail in this mixed-use community.
- CRA, as part of its redevelopment responsibilities, administers the City of Camden Brownfield Program, including the brownfield planning activities, applying for and managing grants for brownfield investigation and remediation, and contracting for associated professional services and remediation activities
- U.S. EPA Brownfields Revolving Loan Funds (RLE) awarded to the CRA are available to address the planned remediation activities and jump start revitalization of this area of the City.
- Site Conditions: The Property Site contains five underground storage tanks required by NJ DEP be removed from the Site as well as three contaminated soil hot spots be excavated and soil disposed of to an appropriate off-site facility and the site backfilled with clean soil material

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$274,203.00

IMPACT STATEMENT:

- The City, through tax foreclosure is the owner of the Reliable Tire Site. The Project Site has the potential after remediation to serve as a catalyst for redevelopment of the immediate area and assist in meeting the demand for clean commercial/industrial land for reuse. If the request is not approved, remediation of the Project Site will not move forward and future remedial activities will likely be the responsibility of the City

SUBJECT MATTER EXPERTS/ADVOCATES:

- Olivette Simpson, CRA

Prepared by:

<u>Scott Parker</u>		<u>scparker@ci.camden.nj.us</u>
Name	Phone	Email



MEMORANDUM

To: Kelly Mobley, Grants Management
Gerald Seneski, Finance Director
Daniel Blackburn, City Attorney
Dr. Edward Williams, Director of Planning and Development

From: Olivette Simpson, Interim Executive Director

Date: June 29, 2023

Re: CRA Sub-grant eligibility and regulations – supplemental information
Requested Council Action(s)

- 1) Authorizing execution of a Brownfield Revolving Loan Fund sub-grant for clean-up of the Reliable Tire Site (Block 1320, Lot1), and
- 2) Authorizing a Shared Services Agreement with the City for management of the clean up of the former Reliable Tire

Attached are the Notices of Award and Cooperative Agreements (BF-96286914-3 and 4B-96236900-0), which include the former Reliable Tire Site (Block 1320, Lot 1).

As we discussed, the former Reliable Tire Site is owned by the City of Camden, and under the EPA Brownfield Revolving Loan Fund (RLF) Program Cooperative Agreements with the CRA, (RLF) sub-grants for environmental clean-up purposes require site ownership by the sub-grantee recipient. And, CRA requires a sub-grant agreement be executed as well. The RLF references appear in Exhibit A.

If the decision is to proceed with one resolution for a Shared Services Agreement with CRA, which can be structured for management of related brownfield grants and site clean-up as well as the authority to execute a RLF sub-grant agreement for these purposes, then we are amenable to this.

Should you require additional information please do not hesitate to contact me.

EXHIBIT A

Per our discussion, see below regulatory references:

1. RLF Subgrantee eligibility in the Cooperative Agreement reference is CERCLA 104(K)(3)(B)(ii); wherein units of local government are eligible sub-grantees:

I. GENERAL FEDERAL REQUIREMENTS

Note: For the purposes of complying with certain provisions of the Uniform Grant Guidance (UGG), 2 CFR Part 200, loans made by RLF recipients are subawards as that term is defined at 2 CFR § 200.92. The term subaward also encompasses "grants" made by the RLF recipient under CERCLA § 104(k)(3)(B)(ii). The UGG requirements for subawards in the form of loans and subawards in the form of grants are different. For clarity, these T&Cs refer to "loans" to describe subawards that generate program income from repayments of principal, interest charges and loan processing fees paid by "borrowers". The T&Cs refer to "subgrants" to describe subawards the RLF recipient provides to an eligible entity or nonprofit organization ("subgrantees") under terms that do not require repayment.

2. See also, RLF Subgrantee requirement for ownership for the duration of the EPA funded work:

B. Borrower and Subgrantee Eligibility

1. The CAR may only provide cleanup subgrants to an eligible entity or nonprofit organization to clean up sites owned by the eligible entity or nonprofit organization at the time of the award of the subgrant. Eligible subgrantee include eligible entities as defined under CERCLA § 104(k)(1), which includes nonprofit organizations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and other nonprofit organizations as defined at 2 CFR § 200.70. Nonprofit institutions of higher education as defined at 2 CFR § 200.55 are also eligible for cleanup subgrants. Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995 are not eligible for subgrants.

and

3. The subgrantee must retain ownership of the site throughout the period of performance of the subgrant and must consult with the EPA Project Officer prior to transferring title or otherwise conveying the real property comprising the site. For the purposes of this agreement, the term "owns" means fee simple title unless EPA Project Officer approves a different ownership arrangement.

B. Inclusion of Additional Terms and Conditions in RLF Loan and Subgrant Documents

1. All loans and subgrants must include the information required by 2 CFR § 200.331(a). EPA has developed an optional template to use in creating this agreement that is available on EPA's Subaward Policy internet page. EPA does not require CARs to use the template.
2. The CAR shall ensure that the borrower or subgrantee meets the cleanup and other program requirements of the RLF cooperative agreement by including the following special terms and conditions in RLF loan agreements and subgrants:
 - a. Borrowers or subgrantees shall use funds only for eligible activities and in compliance with the requirements of CERCLA § 104(k) and applicable federal and state laws and regulations. (See Section I.A.2, and Section II.)
 - b. Borrowers or subgrantees shall ensure that the cleanup protects human health and the environment.



U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 96236900	DATE OF AWARD
MODIFICATION NUMBER: 0	09/30/2022
PROGRAM CODE: 4B	MAILING DATE
TYPE OF ACTION	10/05/2022
New	ACH#
PAYMENT METHOD:	20384
Advance	

RECIPIENT TYPE:
Municipal

Send Payment Request to:
Contact EPA RTPFC at: rtpfc-grants@epa.gov

RECIPIENT:

Camden Redevelopment Agency
520 Market Street, City Hall-Suite 1300
Camden, NJ 08101
EIN: 22-2831144

PAYEE:

Camden Redevelopment Agency
520 Market Street, City Hall- Suite 1300
Camden, NJ 08101

PROJECT MANAGER

Olivette Simpson
520 Market Street, City Hall, Suite 1300
Camden, NJ 08102-1300
Email: olsimpso@ci.camden.nj.us
Phone: 856-757-7600

EPA PROJECT OFFICER

Patrick Peck
290 Broadway, LCRD/LRPB
New York, NY 10007
Email: peck.patrick@epa.gov
Phone: 212-637-4928

EPA GRANT SPECIALIST

Kelsey Steele
USEPA - Region 2, 290 Broadway, Floor 27,
New York, NY 10007, MSD/GAMB
290 Broadway
New York, NY 10007
Email: steele.kelsey@epa.gov
Phone: 212-637-3457

PROJECT TITLE AND DESCRIPTION

FY 2022 Supplemental Funding Request for Revolving Loan Fund Camden Redevelopment Agency
See Attachment 1 for project description.

BUDGET PERIOD

10/01/2022 - 09/30/2027

PROJECT PERIOD

10/01/2022 - 09/30/2027

TOTAL BUDGET PERIOD COST

\$3,500,000.00

TOTAL PROJECT PERIOD COST

\$3,500,000.00

NOTICE OF AWARD

Based on your Application dated 07/13/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$3,500,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$3,500,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)

ORGANIZATION / ADDRESS

U.S. EPA, Region 2, Grants and Audit Management Branch
290 Broadway, 27th Floor
New York, NY 10007-1866

AWARD APPROVAL OFFICE

ORGANIZATION / ADDRESS

U.S. EPA, Region 2, Land, Chemical & Redevelopment Division
R2 - Region 2
290 Broadway
New York, NY 10007

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Donald Pace - Director

DATE

09/30/2022

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$3,500,000	\$3,500,000
EPA In-Kind Amount	\$0		
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$3,500,000	\$3,500,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(3) & 104(k)(5)(E) & 104(k)(10)(B)(iii) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2202HE0236	22	E4SD	02X0AG7	000D79X89	4114	-	-	\$3,500,000
									\$3,500,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$5,000
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$276,250
8. Other	\$0
9. Total Direct Charges	\$3,218,750
10. Indirect Costs: 0.00 % Base	\$3,500,000
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$0
12. Total Approved Assistance Amount	\$3,500,000
13. Program Income	\$3,500,000
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$3,500,000
	\$3,500,000

Attachment 1 - Project Description

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding under the Infrastructure Investment and Jobs Act for the Camden Redevelopment Agency to re-capitalize a revolving loan fund as authorized by CERCLA 104(k)(5)(A)(ii) in Camden, New Jersey. This agreement will provide funding for the recipient to re-capitalize a revolving loan fund from which to make loans and subgrants to clean up brownfield site(s) and conduct other necessary activities to prudently manage the RLF. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to oversee the environmental site activities and will create a community involvement plan and administrative record for each site that is remediated. The recipient will report on program income, interim progress, and final accomplishments by completing and submitting relevant portions of the Property Profile Form and Brownfields RLF Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES). The recipient will issue approximately 5 loans and 5 sub-grants to remediate 10 brownfield site(s); anticipates holding 10 community meetings, finalizing 10 Analysis of Brownfields Cleanup Alternatives, and submitting 20 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near Camden, New Jersey. Subawards will be used to remediate sites.

Administrative Conditions

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (FFRs) (SF-425): rtpfc-grants@epa.gov; Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement.
- MBE/WBE reports (EPA Form 5700-52A): Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement.
- Payment requests (if applicable): Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.
- Quality Assurance documents, workplan revisions, updated workplan milestone target dates, equipment lists, programmatic reports and deliverables: Project Officer for this agreement.
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.

B. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. The written request must include: **a written justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities**. In addition, if there are overdue reports required by the administrative and programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no cost time extension request.

The extension request must be submitted to the EPA-Grants and Audit Management Branch via email to Region2_GrantApplicationBox@epa.gov and the EPA Grants Specialist. All Federal Financial Reports (SF-425) must be emailed to the RTP-Finance Center at rtpfc-grants@epa.gov; the Grants and Audit Management Branch at Region2_GrantApplicationBox@epa.gov; the EPA Grants Specialist and the EPA Project Officer. All email attachments must be sent in pdf or other acceptable software format (e.g., DocuSign). Any forms requiring signature must be electronically or digitally signed in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#).

Programmatic Conditions

FY22 Revolving Loan Fund (RLF) Cooperative Agreement

Terms and Conditions

Infrastructure Investment and Jobs Act Funds

Please note that these Terms and Conditions (T&Cs) apply to Brownfields RLF capitalization cooperative agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k), agreements that transitioned to § 104(k), or agreements which have been amended after 12/24/14.

I. GENERAL FEDERAL REQUIREMENTS

Note: For the purposes of complying with certain provisions of the Uniform Grant Guidance (UGG), 2 CFR Part 200, loans made by RLF recipients are *Subawards* as that term is defined at 2 CFR § 200.1. The term subaward also encompasses "grants" made by the RLF recipient under CERCLA § 104(k)(3)(B)(ii). The UGG requirements for subawards in the form of loans and subawards in the form of grants are different. For clarity, these T&Cs refer to "loans" to describe subawards that generate program income from repayments of principal, interest charges and loan processing fees paid by "borrowers". The T&Cs refer to "subgrants" to describe subawards the RLF recipient provides to an eligible entity or nonprofit organization ("subgrantees") under terms that do not require repayment.

A. Federal Policy and Guidance

1. **Cooperative Agreement Recipients:** By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR). These T&Cs are effective for activities occurring after the date of award of this cooperative agreement.
2. In implementing this agreement, the CAR shall comply with and require that work done by borrowers and subgrantees with cooperative agreement funds comply with the requirements of CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.

3. The CAR must consider whether it is required to have borrowers or subgrantees conduct cleanups through a State or Tribal response program. If the CAR chooses not to require borrowers and subgrantees to participate in a State or Tribal response program, then the CAR is required to consult with the EPA Project Officer on each loan or subgrant to ensure the proposed cleanup is protective of human health and the environment.

4. A term and condition or other legally binding provision shall be included in all loan and subgrant agreements entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.

5. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

6. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). For more detailed information on complying with Davis-Bacon please see the Davis-Bacon Addendum to these terms and conditions.

7. Refer to the General Term & Conditions for Buy America Sourcing requirements under the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917).

8. This is an interim term and condition for management of funding provided under the IIJA. EPA's Award Official or Grants Management Officer may amend this agreement to specify additional requirements applicable to IIJA funding as information becomes available. In the interim, the recipient agrees to have financial management and programmatic management systems in place to:
 - a. Track and report on expenditures of IIJA funds.
 - b. Track and report outputs and outcomes achieved with IIJA funds.

9. RLF supplemental funding is generally awarded on an annual basis to high-performing CARs who meet specific criteria. The CAR can find additional information on the timing and procedures for supplemental funding requests on the EPA Brownfields Program website (<https://www.epa.gov/brownfields/brownfields-revolving-loan-fund-rlf-grants>).

II. SITE/BORROWER/SUBGRANTEE ELIGIBILITY REQUIREMENTS

A. Brownfield Site Eligibility

1. All brownfield sites that will be addressed using RLF funds (EPA funds and/or program income) must be located within the geographic area described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan). The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, or has defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield site but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for cleaning up sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is "no viable responsible party" for the site;
- ii. the State determines that the person assessing, investigating, or cleaning up the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing, investigating, or cleaning up the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State

must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations.

B. Borrower and Subgrantee Eligibility

1. The CAR may provide loans to an eligible entity, a site owner, a site developer, or another person without regard to whether the borrower is a for-profit organization. Borrowers do not have to own the property throughout the term of the loan unless ownership is required for the purpose of securing collateral or the CAR otherwise determines that borrower site ownership is necessary.
2. The CAR may only provide cleanup subgrants to an eligible entity or nonprofit organization to clean up sites owned by the eligible entity or nonprofit organization at the time of the award of the subgrant. Eligible subgrantees include eligible entities as defined under CERCLA § 104(k)(1), which includes nonprofit organizations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and other nonprofit organizations as defined at 2 CFR § 200.70. Nonprofit institutions of higher education as defined at 2 CFR § 200.55 are also eligible for cleanup subgrants. Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995 are not eligible for subgrants.
3. The subgrantee must retain ownership of the site throughout the period of performance of the subgrant. The subgrantee must consult with the CAR, who in turn must consult with the EPA Project Officer prior to transferring title or otherwise conveying the real property comprising the site during the period of performance of the subgrant. Once the subgrant ends, the statutory ownership requirement is extinguished. For the purposes of this agreement, the term "owns" means fee simple title unless EPA Project Officer approves a different ownership arrangement.
4. The CAR shall not provide a subgrant to itself or another component of its own unit of government or organization.
5. The CAR may discount loans, also referred to as the practice of forgiving a portion of loan principal. For an individual loan, the amount of principal discounted may be any percentage of the total loan amount up to 50%, provided that the total amount of the principal forgiven for that loan shall not exceed \$500,000 of total award funds (EPA funds). Eligible entities and nonprofit organizations described in Section II.B.1. are eligible for discounted loans. **Private, for-profit entities are not eligible for discounted loans.** In addition to these terms, a discounted loan shall not be used in combination with a subgrant at the same site. The discounted amount in a discounted loan shall apply towards subgrants in the loan to subgrant ratio described in Section IV.B.3. (i.e., the discounted amount cannot apply towards the 50% of EPA funds that must be spent on loans and associated eligible programmatic expenses). The CAR may request a waiver of the discounted amount, discounted percentage, or the minimum 50% loan to subgrant ratio by consulting with the EPA Project Officer for the waiver process.
6. The CAR shall not loan or subgrant funds that will be used to pay for cleanup activities at a site for which a borrower or subgrantee is potentially liable under CERCLA § 107. In addition, the borrower or subgrantee may not be affiliated with a potentially liable person as described in CERCLA §§ 101(40)(H) and 107(q)(1)(A)(ii). The CAR may

rely on its own investigation which can include an opinion from the borrower's or subgrantee's counsel. However, the CAR must advise the borrower or subgrantee that the investigation and/or opinion of its subgrantee counsel is not binding on the Federal Government.

7. For approved eligible petroleum-contaminated brownfield sites, the borrower or subgrantee cleaning up the site must not be potentially liable for cleaning up the site. For brownfield grant purposes, an entity generally will not be considered potentially liable for petroleum contamination if it has not dispensed or disposed of petroleum or petroleum product at the site, has not exacerbated the contamination at the site, and taken reasonable steps with regard to the contamination at the site.
8. The CAR shall maintain sufficient documentation supporting and demonstrating the eligibility of the sites, borrowers, and subgrantees.
9. A borrower or subgrantee must submit information regarding its overall environmental compliance history including any penalties resulting from environmental non-compliance at the site subject to the loan or subgrant. The CAR, in consultation with EPA, must consider this history in its analysis of the borrower or subgrantee as a cleanup and business risk.
10. An entity that is currently suspended, debarred, or otherwise declared ineligible cannot be a borrower or subgrantee.

C. Obligations for CARs, Borrowers, or Subgrantees

1. CARs, borrowers, or subgrantees who are eligible, or seek to become eligible, to receive a loan or subgrant must provide information indicating that cooperative agreement funds will not be used to pay for a response cost at a site for which the CAR, borrower, or subgrantee is potentially liable under CERCLA § 107. The CAR, borrower, or subgrantee must demonstrate that it meets the requirements for one of the Landowner Liability Protections as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Landowner (ILO). These requirements include certain threshold criteria and continuing obligations that must be met in order for the CAR, borrower, or subgrantee to maintain its eligible status. If the CAR, borrower, or subgrantee fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(8)(C). The Landowner Liability Protection requirements include:

- a. Performing "all appropriate inquiries" into the previous ownership and uses of the property before acquiring the property.
- b. Not being potentially liable or affiliated with any other person who is potentially liable for response costs at the site through: any direct or indirect familial relationship, any contractual, corporate, or financial relationships, or through the result of a reorganized business entity that was potentially liable.

While not necessary to obtain ILO protection, the CAR, borrower, or subgrantee must still establish by a preponderance of the evidence that the act or omission that caused the release or threat of release of hazardous substances and any resulting damages were caused by a third party with whom the person does not have an employment, agency, or contractual relationship.

- c. Demonstrate that no disposal of hazardous substances occurred at the facility after acquisition by the landowner (does not specifically apply for the CPO protection).

- d. Taking "reasonable steps" with respect to hazardous substance releases by stopping any continuing releases, preventing any threatened future releases, and preventing or limiting human, environmental, or natural resource exposure to any previously released hazardous substance.
- e. Complying with any land use restrictions established or relied on in connection with the response action at the site and not impeding the effectiveness or integrity of institutional controls employed in connection with the response action.
- f. Providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration at the site from which there has been a release or threatened release.
- g. Complying with information requests and administrative subpoenas (does not specifically apply for the ILO protection).
- h. Providing all legally required notices with respect to the discovery or release of any hazardous substances at the site (does not specifically apply for the ILO protection).

Notwithstanding the CAR's, borrower's, and subgrantee's continuing obligations under this agreement, the CAR, borrower, and subgrantee are subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

CARs, borrowers, and subgrantees that are exempt from CERCLA liability or do not have to meet the requirements for asserting an affirmative defense to CERCLA liability must also comply with continuing obligation items c.-h.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions. EPA's Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 2 years from the date of award and on an annual basis thereafter. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340. for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances. Sufficient progress at 2 years and annually thereafter is indicated by the CAR having made a loan(s) and/or grant(s), but may also be demonstrated by a combination of all the following: hiring of all key personnel, the establishment and advertisement of the RLF, the development of one or more potential loans/subgrants, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.
2. Partial termination can occur if a CAR fails to complete the initial round of lending in the time schedule provided in the cooperative agreement. In this situation, as provided at 2 CFR §§ 200.340(a)(1) and (5) or 2 CFR § 200.340(a)(3), as appropriate, the agreement may be partially terminated and the following actions may occur:
 - a. Unused cooperative agreement funds will be deobligated by EPA;

- b. The cooperative agreement award may be amended to reflect the reduced amount of the cooperative agreement;
- c. EPA may determine whether sufficient funds remain to permit effective RLF operation; or
- d. EPA may terminate the agreement and recover the federal share of its assets if it determines that the purpose of the cooperative agreement cannot be met.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
- d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)
- e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.
- f. Monitoring the use of program income after the cooperative agreement project period ends.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

- a. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:
 - i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.
 - ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.
 - iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or

subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

- iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.
- b. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate.
- c. Reviewing the qualifications of key personnel (EPA does not have the authority to select employees or contractors, including consultants, employed by the award CAR or subrecipients receiving pass-through awards).
- d. Reviewing all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – f. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
- b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with the EPA Project Officer and the State.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

- 1. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to provide oversight on site cleanup activities vs. community engagement) and to allow the ability for work be performed concurrently in multiple target areas and/or at sites.
- 2. The CAR is responsible for establishing an RLF team that will implement the program and assign a Program Manager for coordinating the team's activities as outlined below.

3. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff, to provide technical assistance, advice, and expertise to the CAR while the borrower or subgrantee and their cleanup contractor direct the cleanup at a given site.
4. The CAR shall act as or appoint a qualified "fund manager" to carry out responsibilities that relate to financial management of the loan and/or subgrant program. However, the CAR remains accountable to EPA for the proper expenditure of cooperative agreement funds. Any funding arrangements between the CAR and the fund manager must be consistent with 2 CFR Parts 200 and 1500 and EPA's Subaward Policy. Additional information is available in EPA's Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements.
5. The CAR shall appoint appropriate legal counsel if counsel is not already available. Counsel must review all loan/subgrant agreements prior to execution unless the EPA Project Officer waives this requirement.
6. The CAR is responsible for ensuring that borrowers and subgrantees comply with the terms of their agreements with the CAR, and that agreements between the CAR and borrowers and subgrantees are consistent with the terms and conditions of this agreement.
7. When the CAR makes loans and subgrants under this agreement, they become a pass-through entity for the purposes of the subrecipient oversight and management requirements of 2 CFR §§ 200.331 through 200.332. Requirements for oversight and management of subgrantees are supplemented in EPA's National Term and Condition for Subawards which is included in the General Terms and Conditions of this Cooperative Agreement.
8. The following requirements apply when a pass-through entity (CAR) makes loans. These requirements apply to loans and borrowers in lieu of those specified in EPA's National Term and Condition for Subawards.
 - a. Pass-through entities must establish and follow a system that ensures all loan agreements are in writing and contain all of the elements required by 2 CFR § 200.332(a) with the exception of the indirect cost provision of 2 CFR § 200.332(a)(4). EPA has developed an optional template for subaward agreements that is available in Appendix D of EPA's Subaward Policy which may also be used for loan agreements.
 - b. Borrowers must comply with the internal control requirements specified at 2 CFR § 200.303 and are subject to the 2 CFR Part 200, Subpart F, *Audit Requirements*. The pass-through entity (CAR) must include a condition in all loans that requires borrowers to comply with this requirement. No other provisions of the Uniform Grant Guidance, including the Procurement Standards, apply directly to borrowers.
 - c. Prior to making loans or subgrants, the pass-through entity (CAR) must ensure that each borrower or subgrantee has a "unique entity identifier." This identifier is required for registering in the System for Award Management (SAM) and by 2 CFR Part 25 and 2 CFR § 200.332(a)(1). The unique entity identifier (UEI) is generated when an entity registers in SAM. Information on registering in SAM and obtaining a UEI is available in the General Condition of the pass-through entity's (CAR's) agreement with EPA entitled "*System for Award Management and Universal Identifier Requirements*."
 - d. The pass-through entity (CAR) must ensure that the terms of all loan agreements and subgrants require that borrowers and subgrantees comply with 2 CFR Part 170, Reporting Subaward and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition of the pass-through entity's (CAR's) agreement with EPA entitled "*Reporting Subawards and Executive Compensation*."

e. In addition to other prudent lending practices described, in Section VI below, pass-through entities (CARs) must comply with EPA's General T&Cs (Establishing and Managing Subawards).

9. As the pass-through entity, the CAR must report to EPA on its borrower and subgrantee monitoring activities under 2 CFR § 200.332(d), including the following information as part of the CAR's quarterly performance reporting:

- a. Summaries of results of reviews of financial and programmatic reports;
- b. Summaries of findings from site visits and/or desk reviews to ensure effective borrower or subgrantee performance;
- c. Environmental results the borrower or subgrantee achieved;
- d. Summaries of audit findings and related pass-through entity management decisions, if any; and
- e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at 2 CFR § 200.332(e), 2 CFR § 200.208, *Specific conditions*, and the 2 CFR § 200.339, *Remedies for Noncompliance*.

10. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

11. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports unless approval is obtained from the EPA Project Officer to use an alternate format for reports.

2. The CAR must submit progress reports on a quarterly basis in ACRES. Quarterly progress reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield RLF cooperative agreement, and related activities completed with other sources of leveraged funding.
- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the loans and/or subgrants during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used; and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. Program income accounting records must differentiate program income generated from interest and fees, versus program income generated from principal repayments.

Note: Each property where cleanup activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. For the loans executed by the CAR under this agreement, the CAR must also report on the following items as part of the CAR's quarterly performance reporting:
 - a. Summaries of results of reviews of borrower financial and programmatic reports.
 - b. Environmental results achieved by the borrower.
4. The CAR must maintain records that will enable it to report to EPA on the amount of funds (direct EPA funding and program income) disbursed by the CAR to clean up specific properties under this cooperative agreement.
5. In accordance with 2 CFR § 200.329(e)(1) the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. ACRES Data Submission

1. **Property Profile Form:** The CAR must report on interim progress (i.e., loan signed, clean up started) and any final accomplishments (i.e., clean up completed, contaminants removed, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize ACRES unless approval is obtained from the EPA Project Officer to utilize the hardcopy version of the Property Profile Form.
2. **Brownfields RLF Form:** Additionally, the CAR must also report program income details on the Brownfields RLF Form, which is located on the CAR's RLF cooperative agreement homepage in ACRES.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329 *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement via email, unless the EPA Project Officer agrees to accept a paper copy of the report. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
 - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;

- b. reasons why anticipated outputs/outcomes were not met; and
- c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. As provided in IJJA, no cost share is required for this agreement.

B. Eligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantee

1. To the extent allowable under the EPA-approved workplan, the CAR may use cooperative agreement funds to capitalize a revolving loan fund to be used for loans or subgrants for cleanup and for eligible programmatic expenses. Eligible programmatic expenses may include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether RLF cleanup activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an RLF cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
- c. Limited site characterization to confirm the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed.
- d. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
- e. Ensuring that public participation requirements are met. This includes preparing a Community Involvement Plan (previously known as a Community Relations Plan) which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.
- f. Establishing an Administrative Record for each site.
- g. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
- h. Ensuring the adequacy of each RLF cleanup as it is implemented, including overseeing the borrowers and/or subgrantees activities to ensure compliance with applicable federal and state environmental requirements.
- i. Ensuring that the site is secure if a borrower or subgrantee is unable or unwilling to complete a brownfield site cleanup.
- j. Using a portion of a loan or subgrant to purchase environmental insurance for the site. [The loan or

subgrant shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., Ineligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantees.]

k. Any other eligible programmatic costs, including costs incurred by the recipient in making and managing a loan or subgrant; obtaining RLF fund manager services; quarterly reporting to EPA including preparation of Property Profiles; awarding, managing and monitoring loans and subgrants as required by the terms of this agreement implementing 2 CFR § 200.332 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out outreach pertaining to the loan and subgrant program to potential borrowers and subgrantees.

l. Borrower and subgrantee progress reporting to the CAR.

2. The CAR must maintain records that will enable it to report to EPA on the amount of costs incurred by the CAR, borrowers, or subgrantees at brownfield sites.

3. At least 50% of the total award amount (i.e., funds EPA awards directly to the CAR) must be used by the CAR to provide loans for the cleanup of eligible brownfield sites and associated eligible programmatic costs. The remaining EPA funding may be used for eligible programmatic costs, including issuing and managing subgrants to clean up eligible brownfield sites. Note: cleanup subgrants are limited to \$500,000 of total award funds (EPA funds) per site. The CAR may request a waiver of the \$500,000 subgrant limit or the minimum 50% loan to subgrant ratio by consulting with the EPA Project Officer for the waiver process. However, a waiver is not required for either requirement when only program income is used, since subgrants that are funded with 100% program income are not limited in amount and do not contribute to this 50% limitation. A waiver is also not required for the discounted amount of a loan if the loan is funded with 100% program income.

4. To determine whether a cleanup subgrant is appropriate, the CAR must consider the following as required by CERCLA § 104(k)(3)(C):

- a. The extent to which the subgrant will facilitate the creation of, preservation of, or addition to a park, greenway, undeveloped property, recreational property, or other property used for nonprofit purposes;
- b. The extent to which the subgrant will meet the needs of a community that has the inability to draw on other sources of funding for environmental remediation and subsequent redevelopment of the area in which a brownfield site is located because of the small population or low income of the community;
- c. The extent to which the subgrant will facilitate the use or reuse of existing infrastructure; and
- d. The benefit of promoting the long-term availability of funds from a revolving loan fund for brownfield remediation.

The CAR must maintain sufficient records to support and document these determinations.

5. If the CAR makes a subgrant to a local government that includes an amount (not to exceed 10% of the subgrant)

for Brownfields Program development and implementation, the terms and conditions of that agreement must include a provision that ensures that the local government subgrantee maintains records adequate to ensure compliance with the limits on the amount of subgrant funds that may be expended for this purpose.

7. Under CERCLA § 104(k)(5)(E), CARs and subgrantees may use up to 5% of the direct EPA funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is \$175,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Note that additional administrative costs may be allowed when using program income received under this cooperative agreement (see Section IV.D.2.). Subgrantees and borrowers may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subgrantees must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. [Note, borrowers cannot charge indirect costs.]

The term "administrative costs" does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. Design and performance of a response action; or
- c. Monitoring of a natural resource.

Eligible cooperative agreement and subgrant administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.328;
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subgrants are not allowable as direct costs but may be included in the

CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

c. Borrowers may use up to 5% of the amount of the Federal funds in the loan for loan administration costs. Eligible administrative costs for borrowers include direct costs for:

- i. Salaries, benefits, and other compensation for persons who are not directly engaged in the cleanup of the site (e.g., marketing and human resource personnel), but only to the extent to which these persons activities support the cleanup and subsequent re-use of the site;
- ii. Facility costs such as depreciation, utilities, and rent on the borrower's administrative offices; and
- iii. Supplies and equipment not used directly for cleanup at the site.

d. Eligible direct costs for loan administration include expenses for:

- i. Preparing revisions and changes in the budget, workplans, and other documents required under the loan agreement;
- ii. Maintaining and operating financial management and personnel systems;
- iii. Preparing payment requests and handling payments; and
- iv. Audits including non-federal audits required under 2 CFR Part 200, Subpart F.

e. Borrowers shall not use loan funds for indirect costs even if the borrower has an indirect cost rate approved by a cognizant Federal agency.

C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantee

1. Cooperative agreement funds shall not be used by the CAR, borrower and/or subgrantee for any of the following activities:

- a. Pre-cleanup Phase I and Phase II environmental site assessment activities with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
- b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
- c. Construction, demolition, and site development activities that are not cleanup actions (e.g., marketing of property (activities or products created specifically to attract buyers or investors), construction of a new facility, or addressing public or private drinking water supplies that have deteriorated through ordinary use);
- d. Job training activities unrelated to performing a specific cleanup at a site covered by a loan or subgrant;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or recipient of the subgrant or loan is

potentially liable under CERCLA § 107;

h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and

i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody, or control of the United States government except for land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

D. Use of Program Income – During the Performance Period

1. Program income for the RLF shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income shall include principal repayments, interest earned on outstanding loan principal, interest earned on accounts holding RLF program income not needed for immediate lending, all loan fees and loan-related charges received from borrowers and other income generated from RLF operations including proceeds from the sale, collection, or liquidations of assets acquired through defaults of loans.

2. In accordance with 2 CFR § 200.307 and 2 CFR § 1500.8, during the performance period of the cooperative agreement the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement unless otherwise specified (e.g., [Section IV.B.3](#) regarding use of 50% of the funds for loans). Accordingly, program income may be used for administrative costs, including any applicable indirect costs, provided that the total amount of funds used for administrative costs does not exceed 5% of the sum of direct EPA funding and program income the CAR generates. CARs that intend to use program income for cost share for other Brownfield Grants under 2 CFR § 200.307(e)(3) must obtain prior approval from EPA's Grant Management Officer or Award Official unless the cost share method for using program income was approved at time of award. Note that repayments of principal for loans made all or in part with cooperative agreement funds shall not be used for cost share for other Brownfield Grants. These repayments of principal must be returned to the CAR's Brownfields Revolving Loan Fund.

3. In accordance with 2 CFR § 1500.8(c), to continue the mission of the Brownfields Revolving Loan Fund, recipients may use cooperative agreement funding prior to using program income funds generated by the revolving loan fund.

4. The CAR that elects to use program income to cover all or part of an RLF's programmatic costs shall maintain adequate accounting records and source documentation to substantiate the amount and percent of program income expended for eligible RLF programmatic costs, and comply with OMB cost principles at 2 CFR Part 200, Subpart E when charging costs against program income. For any cost determined by EPA to have been an ineligible or unallowable use of program income, the recipient shall reimburse the RLF or refund the amount to EPA as directed by EPA's Action Official in its disallowance determination. EPA will notify the recipient of the time period allowed for reimbursement or refund.
5. Loans or subgrants made with a combination of program income and direct funding from EPA are subject to the same terms and conditions as those applicable to this agreement. Loans and subgrants made with direct funding from EPA in combination with non-federal sources of funds are also subject to the same terms and conditions of this agreement.
6. The CAR must obtain EPA approval of the substantive terms of loans and subgrants made entirely with program income unless this requirement is waived by the EPA Project Officer.

E. Interest-Bearing Accounts

1. The CAR must deposit advances of cooperative agreement funds (as described in Section VII.A., Methods of Disbursement) and program income (as defined earlier) in an interest-bearing account unique to this cooperative agreement [i.e., separate from post-closeout program income governed under a Closeout Agreement (COA) since separate reporting of funds is required under a COA].
2. Advances of EPA funds (and other Federal funds as well) must also be placed in interest bearing accounts as provided in 2 CFR § 200.305(b)(8) for CARs other than states which are subject to applicable Treasury regulations. Advances of EPA funds must be maintained in an account that is separate from the program income in the RLF. While interest earned by CARs on advances of EPA funds should be minimal given the regulatory and T&C requirements for prompt disbursement of drawn down funds, any interest the CAR does earn on advanced Federal funds is subject to 2 CFR § 200.305(b)(9). This regulation generally requires that interest on advanced Federal funds in excess of \$500 must be transmitted annually to the U.S. Department of Health and Human Services.
3. Interest earned on program income is considered additional program income.

F. Closeout Agreement and Use of Post Cooperative Agreement (i.e., Post-Closeout) Program Income

1. As provided at 2 CFR § 200.307(f) and 2 CFR § 1500.8(c) after the end of the period of performance of the cooperative agreement, the CAR may keep and use program income at the end of the cooperative agreement (retained program income) and use program income earned after the cooperative agreement period of performance (post-closeout program income) in accordance with terms of a COA. At the end of the cooperative agreement period of performance, the CAR shall comply with the attached COA. This award is contingent upon the CAR signing and returning the attached COA to the EPA Project Officer no later than 30 days of award. The COA goes into effect for this assistance agreement number the day after the cooperative agreement period of performance ends unless otherwise designated by EPA's Award Official or Grants Management Officer. The period of performance is identified as the project period in the Notice of Award.

2. This COA is based on the FY22 RLF COA template. EPA plans to modify RLF COA templates every five years. EPA reserves the right to renegotiate the terms of this RLF COA every five years, in conjunction with the template change (e.g., next change will be in FY27). If the CAR agrees to continue to operate the RLF under a COA past FY27, the CAR shall work with EPA's Project Officer to update to the latest COA template. Otherwise, the Project Officer and CAR will negotiate a mutually acceptable disposition of unused program income, and an Authorized EPA Official (e.g., Award Official or Grants Management Officer) will modify the COA accordingly.

V. RLF REQUIREMENTS

A. Authorized RLF Cleanup Activities

1. The CAR, or borrower/subgrantee with CAR concurrence, shall prepare an ABCA, or equivalent state Brownfields program document, which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis and documented in a decision document upon completion of the public comment period. The CAR, or borrower/subgrantee with CAR concurrence, must consult with the relevant state program (or EPA if there is not a state program that covers the site) to determine if the selected cleanup requires formal modification based on public comments or new information.

2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. If environmental data are to be collected as part of the brownfield cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 45 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with [EPA QA/R-5: EPA Requirements for Quality Assurance Project](#)

Plans. No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

2. Competency of Organizations Generating Environmental Measurement Data:

In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Involvement and Community Outreach in RLF Cleanup Activities

1. All RLF loan and subgrant cleanup activities require a site-specific Community Involvement Plan that includes providing reasonable notice, and the opportunity for public involvement and comment on the proposed cleanup options under consideration for the site. All information, including responses to public comments and administrative records, may be made available to the public to the extent consistent with 2 CFR § 200.338 and applicable state, tribal, or local law.
2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.
3. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
4. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
5. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and

Conditions on compliance with section 504 of the Americans with Disabilities Act.

D. Administrative Record

1. The CAR shall establish an Administrative Record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the Administrative Record shall include the ABCA; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanups are complete. The CAR shall keep the Administrative Record available at a location convenient to the public and make it available for inspection. The Administrative Record must be retained for three (3) years after the termination of the cooperative agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination contained in the CAR's COA.

E. Implementation of RLF Cleanup Activities

1. The CAR shall ensure the adequacy of each RLF cleanup in protecting human health and the environment as it is implemented. Each loan and subgrant agreement shall contain terms and conditions, subject to any required approvals by the state or tribal regulatory oversight authority, that allow the CAR to change cleanup activities as necessary based on comments from the public or any new information acquired.
2. If the borrower or subgrantee is unable or unwilling to complete the RLF cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and EPA to ensure an orderly transition should additional activities become necessary.

F. Completion of RLF Cleanup Activities

1. The CAR shall ensure that the successful completion of an RLF cleanup is properly documented. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows cleanups are complete (including No Further Action letters, institutional controls, etc.). This documentation must be included as part of the Administrative Record.

VI. REVOLVING LOAN FUND REQUIREMENTS

A. Prudent Lending and Subgranting Practices

1. The CAR is expected to establish economically sound structures and day-to-day management and processing procedures to maintain the RLF and meet longterm brownfield cleanup lending/subgranting objectives. These include establishing: underwriting principles that can include the establishment of interest rates, repayment terms, fee structure, and collateral requirements sufficient to recover, as a minimum, the principal amount of the loan less any repayment discounts; and, lending/subgranting practices that can include loan/subgrant processing, documentation, approval, servicing, administrative procedures, collection, and recovery actions.
2. The CAR shall not incur costs under this cooperative agreement for loans subgrants or other eligible costs until an RLF cooperative agreement workplan has been submitted to and approved by the EPA Project Officer or program manager. The CAR shall ensure that the objectives of the workplan are met through its or the fund manager's selection and structuring of individual loans/subgrants and lending/subgranting practices. These activities shall include,

but not be limited to the following:

- a. Considering awarding subgrants on a competitive basis. If the CAR decides not to award any such subgrants competitively, it must document the basis for that decision and inform the EPA Project Officer in the first quarterly performance report. The CAR must inform the EPA Project Officer if the CAR subsequently decides to award subgrants competitively in the quarterly performance report immediately following the decision.
 - b. Establishing appropriate project selection criteria consistent with federal and state requirements, the intent of the RLF program, and the cooperative agreement entered into with EPA.
 - c. Establishing threshold eligibility requirements whereby only eligible borrowers or subgrantees receive RLF financing.
 - d. Developing a formal protocol for potential borrowers or subgrantees to demonstrate eligibility, based on the procedures described in the initial RLF application proposal and cooperative agreement application. Such a protocol shall include descriptions of projects that will be funded, how loan monies will be used, and qualifications of the borrower or subgrantee to make legitimate use of the funds. Additionally, CARs shall ask borrowers or subgrantees for an explanation of how a project, if selected, would be consistent with RLF program objectives, statutory requirements and limitations, and protect human health and the environment.
 - e. Requiring that borrowers or subgrantees submit information describing the borrower's or subgrantee's environmental compliance history. The CAR shall consider this history in an analysis of the borrower or subgrant recipient as a cleanup and business risk.
 - f. Establishing procedures for handling the day-to-day management and processing of loans and repayments.
 - g. Establishing standardized procedures for the disbursement of funds to the borrower or subgrantee.
- B. Inclusion of Additional Terms and Conditions in RLF Loan and Subgrant Documents
1. All loans and subgrants must include the information required by 2 CFR § 200.332(a). EPA has developed an optional template to use in creating this agreement that is available on EPA's Subaward Policy internet page. EPA does not require CARs to use the template.
 2. The CAR shall ensure that the borrower or subgrantee meets the cleanup and other program requirements of the RLF cooperative agreement by including the following special terms and conditions in RLF loan agreements and subgrants:
 - a. Borrowers or subgrantees shall use funds only for eligible activities and in compliance with the requirements of CERCLA § 104(k) and applicable federal and state laws and regulations. (See Section I.A.2. and Section II.)
 - b. Borrowers or subgrantees shall ensure that the cleanup protects human health and the environment.
 - c. Borrowers or subgrantees shall document how funds are used.
 - d. Borrowers or subgrantees shall maintain records for a minimum of three (3) years following completion of the cleanup financed all or in part with RLF funds unless one of the conditions described at 2 CFR § 200.334

is present. Borrowers or subgrantees shall obtain written approval from the CAR prior to disposing of records, so that the CAR can maintain the records, if necessary, for complying with the CAR's obligations under 2 CFR § 200.334. CARs shall also require that the borrower or subgrantee provide access to records relating to loans and subgrants supported with RLF funds to authorized representatives of the federal government. As stated in the attached COA, records related to the COA must be retained by the CAR for the duration of the COA and retained for a period of three (3) years following termination or discontinuation of the COA.

e. Borrowers or subgrantees shall certify that they are not currently, nor have they been, subject to any penalties resulting from environmental noncompliance at the site subject to the loan or subgrant.

f. Borrowers or subgrantees shall certify that they are not potentially liable under CERCLA § 107 for the site or that, if they are, they qualify for a limitation or defense to liability under CERCLA. If asserting a limitation or defense to liability, the borrower or subgrantee must state the basis for that assertion. When using cooperative agreement funds for petroleum-contaminated brownfield sites, borrowers or subgrantees shall certify that they are not a viable responsible party or potentially liable for the petroleum contamination at the site. The CAR may consult with EPA for assistance with this matter.

g. Borrowers or subgrantees shall conduct cleanup activities as required by the CAR.

h. Subgrantees, other than borrowers, shall comply with all applicable EPA assistance regulations (2 CFR Parts 200 and 1500). All procurements conducted with subgrant funds, but not loans, must comply with Procurement Standards of 2 CFR §§ 200.317 through 200.327, as applicable.

i. Borrowers must comply with the internal control requirements specified at 2 CFR § 200.303 and are subject to the 2 CFR Part 200, Subpart F, *Audit Requirements*. The CAR must oversee and manage loans as required by 2 CFR §§ 200.330 through 200.332. No other provisions of the Uniform Grant Guidance apply directly to borrowers.

j. A term and condition or other legally binding provision shall be included in all loans and subgrants entered into with the funds under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that borrowers and subgrantees comply with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Parts 200 and 1500.

k. EPA provides general information on statutes, regulations and Executive Orders that apply to EPA grants on the Grants internet site at www.epa.gov/grants. Many federal requirements are agreement or program specific and EPA encourages CARs to review the terms of their cooperative agreement carefully and consult with their EPA Project Officer for advice if necessary.

C. Default

1. In the event of a loan default, the CAR shall make reasonable efforts to enforce the terms of the loan agreement including proceeding against the assets pledged as collateral to cover losses to the loan. If the cleanup is not complete at the time of default, the CAR is responsible for:

a. documenting the nexus between the amount paid to the borrower (bank or other financial institution) and the cleanup that took place prior to the default; and

- b. securing the site (e.g., ensuring public safety) and informing the EPA Project Officer and the State.

D. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subaward to a subaward recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- a. The affected party,
- b. Any member of his immediate family,
- c. His or her partner, or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VII. DISBURSEMENT, PAYMENT, AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; the CAR incurs an "obligation" when it enters into an agreement with a borrower or a subgrantee; "disbursement" is the transfer of funds from the CAR to the borrower or subgrantee. The CAR may also disburse funds to a contractor or to pay an allowable cost (e.g. personnel compensation) as provided in 2 CFR § 200.305(b)(1). "Closeout" refers to the process EPA follows to both ensure that all administrative actions and work required under the cooperative agreement have been completed and to establish a COA to govern the use of program income.

A. Methods of Disbursement

1. The CAR may choose to disburse funds to the borrower or subgrantee by means of 'actual expense' or 'schedule.' If the schedule method is used, the recipient must ensure that the schedule is designed to reasonably approximate the borrower's or subgrantee's incurred costs.

- a. An 'actual expense' disbursement approach requires the borrower or subgrantee to submit documentation of the borrower's or subgrantee's expenditures (e.g., invoices) to the CAR prior to requesting payment from EPA.
- b. A 'schedule' disbursement is one in which all, or an agreed upon portion, of the obligated funds are disbursed to the borrower or subgrantee on the basis of an agreed upon schedule (e.g., progress payments) provided the schedule minimizes the time elapsing between disbursement by the CAR and the borrower or

subgrantee's payment of costs incurred in carrying out the loan/subgrant. In unusual circumstances, disbursement may occur upon execution of the loan or subgrant. The CAR shall submit documentation of disbursement schedules to EPA.

c. If the disbursement schedule of the loan/subgrant agreement calls for disbursement of the entire amount of the loan/subgrant upon execution, the CAR shall demonstrate to the EPA Project Officer that this method of disbursement is necessary for purposes of cleaning up the site covered by the loan/subgrant. Further, the CAR shall include an appropriate provision in the loan/subgrant agreement which ensures that the borrower/subgrantee uses funds promptly for costs incurred in connection with the cleanup and that interest accumulated on schedule disbursements is applied to the cleanup.

B. Schedule for Closeout

1. There are two fundamental criteria for closeout:

a. Final payment of funds from EPA to the CAR following the end date for the cooperative agreement or prior to the end date when the CAR has disbursed all of the EPA funding of the funds awarded; and

b. Completion of all cleanup activities funded completely, or in part, by direct EPA funding from the amount of the award.

2. The first criterion of cooperative agreement closeout is met when the CAR receives all payments from EPA. The second closeout criterion is met when all cleanup activities funded by the cooperative agreement are complete.

3. The CAR must follow the attached COA for any retained and future program income generated after closeout. Eligible uses include continuing to operate an RLF for brownfield site cleanup and/or other brownfield site activities as identified in the attached COA.

C. Compliance with Closeout Schedule

1. If the CAR fails to comply with the closeout schedule, any funds attributable to the cooperative agreement, including retained program income not obligated under loan agreement to a borrower or subgrantee, may be subject to federal recovery.

D. Final Requirements

1. The CAR must submit the following documentation:

a. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.

b. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

2. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

E. Recovery of RLF Assets

1. In case of termination, the CAR shall return to EPA its fair share of the value of the RLF assets consisting of cash, receivables, personal and real property, and notes or other financial instruments developed through use of the funds. EPA's fair share is the amount computed by applying the percentage of EPA participation in the total capitalization of the RLF to the current fair market value of the assets thereof. EPA also has remedies under *Remedies for Noncompliance* at 2 CFR §§ 200.339 through 200.342 and CERCLA § 104(k) when EPA determines that the value of such assets has been reduced by improper/illegal use of cooperative agreement funding. In such instances, the CAR may be required to compensate EPA over and above the EPA's share of the current fair market value of the assets. Nothing in this agreement limits EPA's authorities under CERCLA to recover response costs from a potentially responsible party.

F. Loan Guarantees

1. If the CAR chooses to use the RLF funds to support a loan guarantee approach, the following terms and conditions apply:

a. The CAR shall:

- i. Document the relationship between the expenditure of CERCLA § 104(k) funds and cleanup activities;
- ii. Maintain an escrow account expressly for the purpose of guaranteeing loans, by following the payment requirement described under the Escrow Requirements term and condition below; and
- iii. Ensure that cleanup activities guaranteed by RLF funds are carried out in accordance with CERCLA § 104(k), CERCLA § 104(g) relating to compliance with the Davis-Bacon Act, and applicable federal and state laws and will protect human health and the environment.

b. Payment of funds to a CAR shall not be made until a guaranteed loan has been issued by a participating financial institution. Loans guaranteed with RLF funds shall be made available as needed for specified cleanup activities on an "actual expense" or "schedule" basis to the borrower. (See Section VII.A., Methods of Disbursement). The CAR's escrow arrangement shall be structured to ensure that the CERCLA § 104(k) funds are properly "disbursed" by the recipient for the purposes of the cooperative agreement as required by 2 CFR § 200.305. If the funds are not properly disbursed, the CERCLA § 104(k) funds that the recipient places in an escrow account will be subject to the interest recovery provisions of 2 CFR § 200.305.

c. To ensure that funds transferred to the CAR are disbursements of assisted funds, the escrow account shall be structured to ensure that:

- i. The recipient does not retain the funds;
- ii. The recipient does not have access to the escrow funds on demand;
- iii. The funds remain in escrow unless there is a default of a guaranteed loan;
- iv. The organization holding the escrow (i.e., the escrow agency), shall be a bank or similar financial institution that is independent of the recipient; and

- v. There must be an agreement with the financial institution participating in the guaranteed loan program which documents that the financial institution has made a guaranteed loan to clean up a brownfield site in exchange for access to funds held in escrow in the event of a default by the borrower or subgrantee.

- d. Federal Obligation to the Loan Guarantee Program - Any obligations that the CAR incurs for loan guarantees in excess of the amount awarded under the cooperative agreement are the CAR's responsibility. This limitation on the extent of the Federal Government's financial commitment to the CAR's loan guarantee program shall be communicated to all participating banks and borrower or subgrantee.

- e. Repayment of Guaranteed Loans - Upon repayment of a guaranteed loan and release of the escrow amount by the participating financial institution, the CAR shall return the cooperative agreement funds placed in escrow to EPA based on disposition instructions provided by the EPA Project Officer. Alternatively, the CAR may, with EPA approval:
 - i. Guarantee additional loans under the terms and conditions of the agreement; or
 - ii. Amend the terms and conditions of the agreement to provide for another disposition of funds that will redirect the funds for other brownfield sites' related activities authorized by the terms of the cooperative agreement or, if applicable, a COA.

DB:dh
08-08-23

R-27

**RESOLUTION TO ASSIGN TWENTY-EIGHT (28) MUNICIPAL LIENS
AT FULL VALUE**

WHEREAS, the City of Camden has acquired the twenty-eight (28) tax sale certificates listed in Exhibit "A" attached hereto; 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 August 3, 2023; and such notice was published in the Courier Post on August 3, 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 the tax sale certificates listed in Exhibit A, to the various individuals in consideration for full value plus advertising costs as set forth in Exhibit "A" attached 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: August 8, 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

**NOTICE OF ASSIGNMENT OF TAX SALE CERTIFICATE (S) AGAINST
MULTIPLE PROPERTIES IN CAMDEN, NEW JERSEY**

PLEASE TAKE NOTICE that pursuant to N.J.S.A. 54:5-114.2, on August 8, 2023, the City Council of the City of Camden will vote on a resolution authorizing the acceptance of bids for the assignment of the tax sale certificates for full face value against the following properties in Camden, New Jersey. Please follow the instructions and links on the City Council's webpage: <https://www.ci.camden.nj.us/city-council>.

<u>Cert</u>	<u>Location</u>	<u>Block</u>	<u>Lot</u>	<u>Dimensions</u>	<u>Use of Property</u>	<u>Successful Bidders</u>	<u>Full Value</u>	<u>As of 08/08/2023</u>
17-00565	559 Viola Street	487	95	14X69	Rental	RVP QOZ Business,LLC	Yes	\$22,789.74
10-03497	607 Randolph Street	1251	55	18X87	Rental	RVP QOZ Business,LLC	Yes	\$45,979.49
12-02976	323 Scyamore Street	256	44	13X106	Rental	Real Portfolio 13,LLC	Yes	\$42,056.62
13-00384	820 S 6th Street	295	66	20X100	Rental	Real Portfolio 13,LLC	Yes	\$38,355.32
95-259	837 Spruce Street	372	121	12X56	Rental	Real Portfolio 13,LLC	Yes	\$72,010.65
10-02500	914 S 8th Street	374	26	13X63	Rental	Real Portfolio 13,LLC	Yes	\$46,996.03
19-00403	707 Chestnut Street	388	83	20X100	Rental	Real Portfolio 13,LLC	Yes	\$21,563.01
10-02527	770 Mt Vernon Street	389	6	14X70	Rental	Real Portfolio 13,LLC	Yes	\$34,931.89
17-01030	549 Bailey Street	751	24	14X67	Rental	Real Portfolio 13,LLC	Yes	\$15,817.13
12-03321	828 N 5th Street	755	72	15X80	Rental	Real Portfolio 13,LLC	Yes	\$42,270.20
15-01120	541 Grant Street	755	28	15X71	Rental	Real Portfolio 13,LLC	Yes	\$37,095.59
17-01084	719 Cedar Street	782	89	14X69	Rental	Real Portfolio 13,LLC	Yes	\$23,548.32
14-01274	718 Cedar Street	793	66	14X68	Rental	Real Portfolio 13,LLC	Yes	\$30,171.64
16-02517	1041 Langham	1284	60	14X100	Rental	Real Portfolio 13,LLC	Yes	\$34,263.83
10-03647	1257 Langham Avenue	1290	38	20X98	Rental	Real Portfolio 13,LLC	Yes	\$73,850.36
17-00518	1624 Pulaski Street	452	30	13X68	Rental	Real Portfolio 13,LLC	Yes	\$29,361.08
15-00642	1547 S 8th Street	523	4	17X77	Rental	Real Portfolio 13,LLC	Yes	\$18,778.59
14-00672	1561 S 8th Street	523	19	23X77	Rental	Real Portfolio 13,LLC	Yes	\$32,549.55
93-435	1730 Mulford Street	553	92	13X90	Rental	Real Portfolio 13,LLC	Yes	\$37,689.87
10-02834	2887 Constitution Road	689	12	37X77	Rental	Real Portfolio 13,LLC	Yes	\$66,546.47
11-02512	3060 Mckle St	1046	54	17x92	Rental	John Hollis	Yes	\$11,244.08
10-03938	WS Cope 67 S of Sheridan	1361	5	33x60	Garage	Joseph A Harvey	Yes	\$6,358.90
16-01086	3118 Constitution	733	28	23x77	Rental	Prime Capital Mgmt	Yes	\$29,918.97
16-00963	1188 Yorkship Sq	694	33	16x71	Commercial	Prime Capital Mgmt	Yes	\$42,536.37
18-00682	2870 Kansas	659	14	32x74	Rental	Prime Capital Mgmt	Yes	\$23,244.20
11-04047	1291 Sayrs Ave	1371	9	17x65	Rental	RVP QOZ Business,LLC	Yes	\$34,346.45
19-02250	1290 Mechanic St	1334	22	13x100	Rental	RVP QOZ Business,LLC	Yes	\$11,502.46
16-02736	1463 Louis St	1328	24	14x40	Rental	RVP QOZ Business,LLC	Yes	\$14,146.24
								\$939,923.05





CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: AUGUST 8, 2023

TO: City Council

FROM: Gerald C. Seneski, Director of Finance

TITLE OF ORDINANCE/RESOLUTION: Resolution to assign 28 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

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance		<i>[Signature]</i>	7/24	

Approved by:
Business Administrator

[Signature]
Signature

7/27
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. 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

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 to assign 28 Municipal Liens at Full Value.

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

- Tax office received 28 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 \$939,923.05
- Publishing date for Courier post will be August 3, 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:

<u>Antionette Mixon</u>	<u>856-757-7002</u>	<u>AnMixon@ci.camden.nj.us</u>
Name	Phone	Email

**NOTICE OF ASSIGNMENT OF TAX SALE CERTIFICATE (S) AGAINST
MULTIPLE PROPERTIES IN CAMDEN, NEW JERSEY**

PLEASE TAKE NOTICE that pursuant to N.J.S.A. 54:5-114.2, on August 8, 2023, the City Council of the City of Camden will vote on a resolution authorizing the acceptance of bids for the assignment of the tax sale certificates for full face value against the following properties in Camden, New Jersey. Please follow the instructions and links on the City Council's webpage: <https://www.ci.camden.nj.us/city-council>.

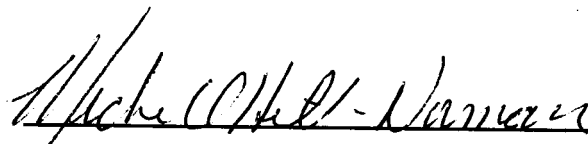
<u>Cert</u>	<u>Location</u>	<u>Block</u>	<u>Lot</u>	<u>Dimensions</u>	<u>Use of Property</u>	<u>Successful Bidders</u>	<u>Full Value</u>	<u>As of 08/08/2023</u>
<u>17-00565</u>	<u>559 Viola Street</u>	<u>487</u>	<u>95</u>	<u>14X69</u>	<u>Rental</u>	<u>RVP QOZ Business,LLC</u>	<u>Yes</u>	<u>\$22,789.74</u>
<u>10-03497</u>	<u>607 Randolph Street</u>	<u>1251</u>	<u>55</u>	<u>18X87</u>	<u>Rental</u>	<u>RVP QOZ Business,LLC</u>	<u>Yes</u>	<u>\$45,979.49</u>
<u>12-02976</u>	<u>323 Scyamore Street</u>	<u>256</u>	<u>44</u>	<u>13X106</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$42,056.62</u>
<u>13-00384</u>	<u>820 S 6th Street</u>	<u>295</u>	<u>66</u>	<u>20X100</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$38,355.32</u>
<u>95-259</u>	<u>837 Spruce Street</u>	<u>372</u>	<u>121</u>	<u>12X56</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$72,010.65</u>
<u>10-02500</u>	<u>914 S 8th Street</u>	<u>374</u>	<u>26</u>	<u>13X63</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$46,996.03</u>
<u>19-00403</u>	<u>707 Chestnut Street</u>	<u>388</u>	<u>83</u>	<u>20X100</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$21,563.01</u>
<u>10-02527</u>	<u>770 Mt Vernon Street</u>	<u>389</u>	<u>6</u>	<u>14X70</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$34,931.89</u>
<u>17-01030</u>	<u>549 Bailey Street</u>	<u>751</u>	<u>24</u>	<u>14X67</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$15,817.13</u>
<u>12-03321</u>	<u>828 N 5th Street</u>	<u>755</u>	<u>72</u>	<u>15X80</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$42,270.20</u>
<u>15-01120</u>	<u>541 Grant Street</u>	<u>755</u>	<u>28</u>	<u>15X71</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$37,095.59</u>
<u>17-01084</u>	<u>719 Cedar Street</u>	<u>782</u>	<u>89</u>	<u>14X69</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$23,548.32</u>
<u>14-01274</u>	<u>718 Cedar Street</u>	<u>793</u>	<u>66</u>	<u>14X68</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$30,171.64</u>
<u>16-02517</u>	<u>1041 Langham</u>	<u>1284</u>	<u>60</u>	<u>14X100</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$34,263.83</u>
<u>10-03647</u>	<u>1257 Langham Avenue</u>	<u>1290</u>	<u>38</u>	<u>20X98</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$73,850.36</u>
<u>17-00518</u>	<u>1624 Pulaski Street</u>	<u>452</u>	<u>30</u>	<u>13X68</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$29,361.08</u>
<u>15-00642</u>	<u>1547 S 8th Street</u>	<u>523</u>	<u>4</u>	<u>17X77</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$18,778.59</u>
<u>14-00672</u>	<u>1561 S 8th Street</u>	<u>523</u>	<u>19</u>	<u>23X77</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$32,549.55</u>
<u>93-435</u>	<u>1730 Mulford Street</u>	<u>553</u>	<u>92</u>	<u>13X90</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$37,689.87</u>
<u>10-02834</u>	<u>2887 Constitution Road</u>	<u>689</u>	<u>12</u>	<u>37X77</u>	<u>Rental</u>	<u>Real Portfolio 13,LLC</u>	<u>Yes</u>	<u>\$66,546.47</u>
<u>11-02512</u>	<u>3060 Mckle St</u>	<u>1046</u>	<u>54</u>	<u>17x92</u>	<u>Rental</u>	<u>John Hollis</u>	<u>Yes</u>	<u>\$11,244.08</u>
<u>10-03938</u>	<u>WS Cope 67 S of Sheridan</u>	<u>1361</u>	<u>5</u>	<u>33x60</u>	<u>Garage</u>	<u>Joseph A Harvey</u>	<u>Yes</u>	<u>\$6,358.90</u>
<u>16-01086</u>	<u>3118 Constitution</u>	<u>733</u>	<u>28</u>	<u>23x77</u>	<u>Rental</u>	<u>Prime Capital Mgmt</u>	<u>Yes</u>	<u>\$29,918.97</u>
<u>16-00963</u>	<u>1188 Yorkship Sq</u>	<u>694</u>	<u>33</u>	<u>16x71</u>	<u>Commercial</u>	<u>Prime Capital Mgmt</u>	<u>Yes</u>	<u>\$42,536.37</u>
<u>18-00682</u>	<u>2870 Kansas</u>	<u>659</u>	<u>14</u>	<u>32x74</u>	<u>Rental</u>	<u>Prime Capital Mgmt</u>	<u>Yes</u>	<u>\$23,244.20</u>
<u>11-04047</u>	<u>1291 Says Ave</u>	<u>1371</u>	<u>9</u>	<u>17x65</u>	<u>Rental</u>	<u>RVP QOZ Business,LLC</u>	<u>Yes</u>	<u>\$34,346.45</u>
<u>19-02250</u>	<u>1290 Mechanic St</u>	<u>1334</u>	<u>22</u>	<u>13x100</u>	<u>Rental</u>	<u>RVP QOZ Business,LLC</u>	<u>Yes</u>	<u>\$11,502.46</u>
<u>16-02736</u>	<u>1463 Louis St</u>	<u>1328</u>	<u>24</u>	<u>14x40</u>	<u>Rental</u>	<u>RVP QOZ Business,LLC</u>	<u>Yes</u>	<u>\$14,146.24</u>
								<u>\$939,923.05</u>

City of Camden
Finance Department
Bureau of Revenue Collection

**CERTIFICATION BY
THE TAX COLLECTOR**

I, as the Acting 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 FOR FULL VALUE ASSIGNMENTS”


Michelle D. Hill-Norman, Tax Collector

7/21/23

Date

MBS:dh
08-08-23

R-28

**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 that 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 billing charges for B/L 951/25 2821 Arthur Ave	Property is now approved for 100% Permanently and Totally Disabled Veteran Tax Exemption

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: August 8, 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: AUGUST 8, 2023


TO: City Council

FROM: Gerald C. Seneski, Director of Finance


TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing the cancellation of liens/taxes and to transfer credits to various lien holders, property owners and mortgage companies for various properties.

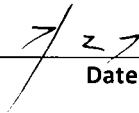
Point of Contact:	Lydia Laracuente	Finance-Revenue Collection	7003	LyLaracu@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance			7/24	

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:

 JUL 28 2023

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

² Mandatory for any financial commitment to the City or expenditure of City Funds.

City 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:

Lydia Laboy-Laracuate

Name

7003 LyLaracu@ci.camden.nj.us

Phone/Email

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 billing charges for B/L 951/25 2821 Arthur Ave	Property is now approved for 100% Permanently and Totally Disabled Veteran Tax Exemption

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.

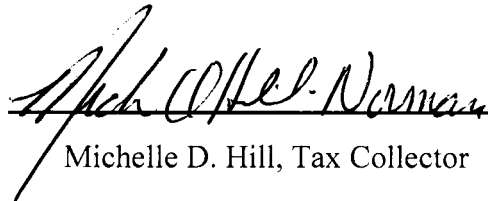
******Please attach all supporting documents******

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”

 _____ 7/17/23
Michelle D. Hill, Tax Collector Date

City of Camden
Finance Department
Bureau of Revenue Collection

**CERTIFICATION BY
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following titled Resolution, that is attached, to be presented to Council for consideration, is correct to the best of my knowledge:

“RESOLUTION TO CANCEL/TRANSFER”

Michelle D. Hill - Namas 7/17/23
Michelle D. Hill, Tax Collector Date



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: AUGUST 8, 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 Laracunte	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				

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:

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

² Mandatory for any financial commitment to the City or expenditure of City Funds.

City 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:

Lydia Laboy-Laracuate

Name

7003

LyLaracu@ci.camden.nj.us

Phone/Email

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 billing charges for B/L 951/25 2821 Arthur Ave	Property is now approved for 100% Permanently and Totally Disabled Veteran Tax Exemption

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
08-08-23

R-29

**RESOLUTION AUTHORIZING REFUNDS 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, 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
FIG 20, LLC FBO SEC PTY PO Box 12225 Newark, NJ 07101	Refund: \$375.41	Lien Cert #22-01086 redeemed prior to subsequent payment B/L 1244/30 (2264 Baird Blvd.)
Fig Cust. FIGNJ19LLC & Sec Pty PO Box 669507 Dallas TX 75266	Refund: \$1369.80	Additional legal fee for cert #19-00122 B/L 169/59 (637 S 4 th St.)
Real Portfolio 13, LLC 216 Haddon Ave Ste. 503 Washington Township NJ 08108	Refund: \$258.50	Sub payment not included in redemption of Cert #15-01178 B/L 785/31 (812 State St.)
Pro Cap 8FBO Firstrust Bank PO Box 774 Fort Washington, PA 19034	Refund: \$3295.12	Amendment to MC #9010 Refund to Pro Cap 8 for Cert #21-01869 B/L 14166/7 578 Clinton St due to property being in bankruptcy and sub payments were paid in error by the lien holder
Pine Valley One Realestate LLC 100 N Lasalle St Suite 710 Chicago, IL 60602	Refund: \$825.20	Amendment to MC #9010 Refund for Pine Valley for Cert #20A02405 B/L 1416/7 578 Clinton St due to property being in bankruptcy and sub payments were paid in error by the lien holder
The Helping Network LLC 129 N County Line Rd #124 Jackson NJ 08527	Issue: Duplicate Certificate	Duplicate Certificate Request for Cert #08-02413 B/L 1281/23, 1462 Ormond Ave

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: August 8, 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




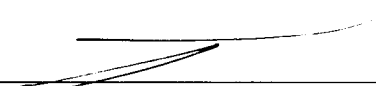
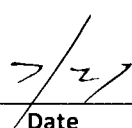
CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: AUGUST 8, 2023

TO: City Council
FROM: Gerald C. Seneski, Director of Finance
TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing refunds to various lien holders, property owners and mortgage companies for various properties.

Point of Contact:	Lydia Laracuente	Finance-Revenue Collection	7003	LyLaracu@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance			7/24	
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:  JUL 28 2023

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

² Mandatory for any financial commitment to the City or expenditure of City Funds.

City Attorney

Signature

Date

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-Laracunte

7003

LyLaracu@ci.camden.nj.us

Name

Phone/Email

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
FIG 20, LLC FBO SEC PTY PO Box 12225 Newark, NJ 07101	\$375.41	Lien Cert #22-01086 redeemed prior to subsequent payment B/L 1244/30 (2264 Baird Blvd.)
Fig Cust. FIGNJ19LLC & Sec Pty PO Box 669507 Dallas TX 75266	\$1369.80	Additional legal fee for cert #19-00122 B/L 169/59 (637 S 4 th St.)
Real Portfolio 13, LLC 216 Haddon Ave Ste. 503 Washington Township NJ 08108	\$258.50	Sub payment not included in redemption of Cert #15-01178 B/L 785/31 (812 State St.)
Pro Cap 8FBO Firstrust Bank PO Box 774 Fort Washington, PA 19034	\$3295.12	Amendment to MC #9010 Refund to Pro Cap 8 for Cert #21-01869 B/L 14166/7 578 Clinton St due to property being in bankruptcy and sub payments were paid in error by the lien holder
Pine Valley One Realestate LLC 100 N Lasalle St Suite 710 Chicago, IL 60602	\$825.20	Amendment to MC #9010 Refund for Pine Valley for Cert #20A02405 B/L 1416/7 578 Clinton St due to property being in bankruptcy and sub payments were paid in error by the lien holder
The Helping Network LLC 129 N County Line Rd #124 Jackson NJ 08527	Duplicate Certificate	Duplicate Certificate Request for Cert #08-02413 B/L 1281/23 1462 Ormond Ave

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.

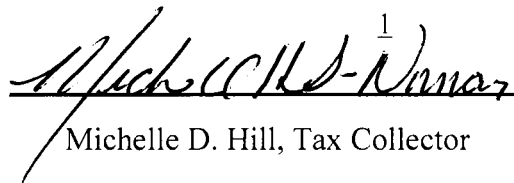
*****Please attach all supporting documents*****

City of Camden
Finance Department
Bureau of Revenue Collection

**CERTIFICATION BY
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following titled Resolution, that is attached, to be presented to Council for consideration, is correct to the best of my knowledge:

“RESOLUTION TO REFUND”


Michelle D. Hill, Tax Collector

7/17/23

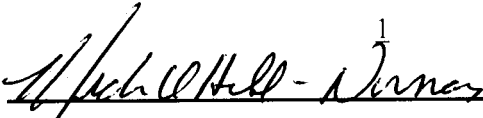
Date

City of Camden
Finance Department
Bureau of Revenue Collection

**CERTIFICATION BY
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following titled Resolution, that is attached, to be presented to Council for consideration, is correct to the best of my knowledge:

“RESOLUTION TO REFUND”


Michelle D. Hill, Tax Collector

7/17/23

Date



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: AUGUST 8, 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 Laracuate	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				

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:

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

² Mandatory for any financial commitment to the City or expenditure of City Funds.

City Attorney

Signature

Date

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-Laracunte

Name

7003

LyLaracu@ci.camden.nj.us

Phone/Email

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
FIG 20, LLC FBO SEC PTY PO Box 12225 Newark, NJ 07101	\$375.41	Lien Cert #22-01086 redeemed prior to subsequent payment B/L 1244/30 (2264 Baird Blvd.)
Fig Cust. FIGNJ19LLC & Sec Pty PO Box 669507 Dallas TX 75266	\$1369.80	Additional legal fee for cert #19-00122 B/L 169/59 (637 S 4 th St.)
Real Portfolio 13, LLC 216 Haddon Ave Ste. 503 Washington Township NJ 08108	\$258.50	Sub payment not included in redemption of Cert #15-01178 B/L 785/31 (812 State St.)
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The Helping Network LLC 129 N County Line Rd #124 Jackson NJ 08527	Duplicate Certificate	Duplicate Certificate Request for Cert #08-02413 B/L 1281/23 1462 Ormond Ave

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******

R-30

DB:dh
08-08-23

RESOLUTION AUTHORIZING A BUDGET AMENDMENT PURSUANT TO N.J.S.A. 40A:4-87 IN THE AMOUNT OF \$1,600,000 FROM THE CAMDEN LIBERTY TOWER ESCROW ACCOUNT TO PROVIDE AN APPROPRIATION IN THE SEWER OPERATING FUND FOR A SHARED SERVICE AGREEMENT WITH THE CAMDEN COUNTY MUNICIPAL UTILITY AUTHORITY FOR "COMBINED SEWER OUTFALL CLEANING"

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 Camden Liberty Tower Escrow Account will provide an appropriation in the amount of \$1,600,000 for the Sewer Operating Fund for the Shared Services Agreement with Camden County Municipal Utility Authority for Combined Sewer Outfall Cleaning; and

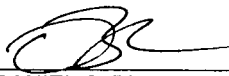
WHEREAS, pursuant to N.J.S.A. 40A:4-87 the Director may approve the insertion of the Camden Liberty Tower Escrow Account award as a special item of revenue in the 2023 budget; now, therefore

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 \$1,600,000, which is now available from the Camden Liberty Tower Escrow Account.

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: August 8, 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: AUGUST 8, 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 \$1,600,000 from the Camden Liberty Tower Escrow Account to provide an Appropriation in the Sewer Operating Fund for a Shared Service Agreement with the Camden County Municipal Utility Authority (CCMUA) for "Combined Sewer Outfall Cleaning"

Point of Contact:	Gerald C. Seneski	CFO	856-757-7582	GeSenesk@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)	N			
Director of Grants Management	N			
Qualified Purchasing Agent	N			
Director of Finance	Y		7/24	

Approved by: Business Administrator

Signature Date

Attachments (list and attach all available):

"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 28 2023

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing a Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$1,600,000 from the Camden Liberty Tower Escrow Account to provide an Appropriation in the Sewer Operating Fund for a Shared Service Agreement with the Camden County Municipal Utility Authority (CCMUA) for "Combined Sewer Outfall Cleaning"

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

- Relevant facts/history. 5Ws. Include geography if applicable.
 - The city will use these monies to fund a shared Service Agreement with CCMUA to clean out city sewer lines.
- Time constraints, if any. (Why does the Council need to act now?)
 - This project is required to be completed by the end of the year.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$1,600,000.

IMPACT STATEMENT:

- What will happen if the City Council approves this legislation? or,
 - The City will be able to move forward with the project
- What changes and by how much if the City Council approves this proposal?
 - The City Budget is amended by \$1,600,000
- Why Should the City Council approve this legislation?
 - Council should approve this so the City is able to continue to clean and remove debris from its sewer lines for improved water flow throughout the City.
- What will happen if the City Council does not approve this legislation?
 - Finance will not be able to amend the budget and the city will need to find another funding source for sewer line cleaning

SUBJECT MATTER EXPERTS/ADVOCATES:

- Gerald C. Seneski, CFO City of Camden.

Prepared by:

Name	Phone	Email
Scott Parker		scparker@ci.camden.nj.us

R-31

DB:dh
08-08-23

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT PURSUANT
TO N.J.S.A. 40A:4-87 IN THE AMOUNT OF \$4,500 FROM THE
NEW JERSEY HISTORICAL COMMISSION FOR A GRANT FROM THE
COUNTY HISTORY PARTNERSHIP 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 New Jersey Historical Commission awarded a County History Partnership Program grant in the amount of \$4,500 to the City after the adoption of the 2023 Budget; and

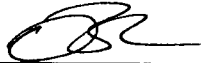
WHEREAS, pursuant to N.J.S.A. 40A:4-87 the Director may approve the insertion of the County History Partnership Program grant award as a special item of revenue in the 2023 budget; now, therefore

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 \$4,500, which is now available from the New Jersey Historical Commission.

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: August 8, 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: AUGUST 8, 2023

TO: City Council
FROM: Gerald C. Seneski


1. **TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing a Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$4,500 from the New Jersey Historical Commission for a grant from the County History Partnership Program

Point of Contact:	Patrice Bassett	Clerk	856-757-7049	pamccart@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)	N			
Director of Grants Management	Y			
Qualified Purchasing Agent	N			
Director of Finance	Y			

Approved by:
Business Administrator

 7/24

Signature Date 7/27

Attachments (list and attach all available):

Grant Award Letter

"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

 JUL 28 2023

Signature Date

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing a Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$4,500 from the New Jersey Historical Commission for a grant from the County History Partnership Program

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

- The City of Camden sought financial support to integrate Spanish translations of all 133 history content popups on the Meritage Tourism Interactive Touch Screen Kiosk (located In lobby)
- Translations will appear on both the kiosk itself and the City of Camden website where all the content is now available under the History tab
- Previous grant funds were not allowed in full which led the project planners to eliminate the Spanish translations for budgetary reasons
- This is the first infusion of funding needed to complete these translations
- How was the value of the transaction obtained (if applicable?)

State Grant Award Letter

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$4,500

IMPACT STATEMENT:

If the City approves this resolution, we will be one-step closer to covering the costs of history content Spanish translations

If the City does not approve this, we will need to contact the granter and return these funds - this venture will likely be abandoned at that time

SUBJECT MATTER EXPERTS/ADVOCATES:

- Patrice Bassett, Office of Municipal Clerk Records management Unit

Prepared by:

Scott Parker

scparker@ci.camden.nj.us

Name

Phone

Email

**CAMDEN COUNTY CULTURAL
AND HERITAGE COMMISSION
AT CAMDEN COUNTY COLLEGE**



Patrice Bassett
City of Camden County College
520 Market Street
Camden, NJ 08101

RE: 2023 County History Partnership Program

December 2, 2022

Dear Ms. Bassett:

Congratulations! I am pleased to announce that the Camden County Cultural and Heritage Commission at Camden County College approved your application for funding from the New Jersey Historical Commission's County History Partnership Program (CHPP). The Commission has awarded your organization \$4,500 in FY23 CHPP grant dollars to support the advancement of public knowledge and preservation of New Jersey history.

Please complete the attached agreement and return it to Miranda Powell (mpowell@camdencc.edu) no later than December 31, 2022. Once we receive this documentation, the Commission can begin processing the first payment of your funding. Remember to adjust the financial pages to reflect the amount you have been awarded, which may differ from the amount you requested.

Please remember to keep detailed records as indicated in the initial proposal on all events and programs for which the funds are being utilized. In your final report, you will be required to provide documentation and narrative of how grant funds were spent. We also request that you share with us upcoming events and activities in 2023, so that we can assist with publicizing them on our social media pages.

In closing, the Commission asks that you provide recognition to the New Jersey Historical Commission and the Camden County Cultural and Heritage Commission in any promotional materials that you generate for programs utilizing these award funds. Information about the mandatory credit line is on page 4 of the contract.

Sincerely,

David Bruno
Executive Director
dbruno@camdencc.edu

CAMDEN COUNTY CULTURAL
AND HERITAGE COMMISSION
AT CAMDEN COUNTY COLLEGE



2023 Local History Funding Support
County History Partnership Program

GRANT AGREEMENT
Between the

CAMDEN COUNTY CULTURAL & HERITAGE COMMISSION
At Camden County College
And

City of Camden

For Grant Period from January 1 through December 31, 2023

Type of Grant: General Operating Support Special Project Support

Amount of Grant: \$ 4,500.00

GRANTEE INFORMATION:

Mailing Address: 501 Market Street Camden 08101
Street Town Zip Code

Grant Contact: Patrice Bassett Records Manager
Name Title

PAMCCART@CI.CAMDEN.NJ.US 856-757-7049
Email address Phone

Board President: NA E-Mail: _____

Organization Web-Site: www.ci.camden.nj.us

- Please Note: All contracts, report forms and payment vouchers will be sent to the mailing address listed above.

*State Legislative District # 5

CCC&HC@CCC

2023 Re-grant Contract

Contract Stipulations, if any:

Please refer to the County History Partnership Program Guidelines for the list of allowable and unallowable expenses.

ATTACHMENT A
(page 1 of 2)

CONTRACTURAL OBLIGATIONS:

- A. You are bound by the Program revisions and the Revised Budget which you submit in Attachment B of this Agreement governing your grant.
- B. Any programming changes to grant-funded activities made after submission of this Agreement are subject to review and must receive prior approval from the Cultural & Heritage Commission's Executive Director.
- C. Any budget revision in excess of 10% of the entire grant award (total of column 1 revisions, page 2 of Attachment B) are subject to review and must receive prior written approval from the Executive Director of Camden County Cultural & Heritage Commission in order to qualify for reimbursement.

PAYMENT

You will receive two (2) payments:

- A. The first payment will be made after the satisfactory completion of this Grant Agreement.
- B. The final payment will be made upon completion of the Final Report, which includes documentation of expenditures.

REPORTS

- A. Report forms will be available four weeks prior to due date.
- B. Final reports require a break-out of figures in each budget category.
- C. You are required to provide documentation and narrative of how grant funds were spent.

WITHHOLDING GRANT AWARD PAYMENTS:

Grant award payments may be withheld if:

- A. Funds are not used as detailed in this contract or approved revisions
- B. Credit line guidelines are not adhered to
- C. Reports are not filed accurately and on time

ATTACHMENT A
(page 2 of 2)

ON-SITE MONITORING

- A. On-site monitoring visits may periodically be made by staff and commissioners of the Camden County Cultural & Heritage Commission
- B. Two (2) complimentary tickets and notices of free events funded by this grant should be sent to the Cultural and Heritage office four weeks prior to the event.

MANDATORY CREDIT LINE

- A. All grantees are required to credit the CCC&HC@CCC in all printed materials, releases, and announcements of the grantee regarding all activities to which NJHC funds contribute.
Suggested wording:

Funding provided by the Camden County Cultural & Heritage Commission at Camden County College, the officially designated county history agency of the New Jersey Historical Commission.

PROGRAM OBLIGATIONS

It is hereby understood and agreed that the Grant Application submitted by the grantee and upon which this grant was awarded is the basis upon which performance under this Agreement is specified, measured, and to be accounted for.

In signing this document, the grantee agrees to perform and comply with these specifications.
(Note: any proposed exceptions must be described below.)

The grantee hereby agrees that any planned programmatic revisions and/or budget revisions in excess of 10% of the total budget are subject to review and approval by the Executive Director of the Camden County Cultural & Heritage Commission.

Describe any changes to your program: _____

X There are no changes. All aspects of the program as detailed in the grant application will be carried out. (as long as other funding sources come through)

ATTACHMENT B
(page 1 of 2)

Revised Budget

You only need to complete this page if your actual grant award differs from the amount you requested. The revised budget should reflect changes in dollar amounts but not in budget categories unless stipulated on the cover page of this contract. **IMPORTANT:** This budget will be used in all required reports.

LINE ITEM	TOTAL AMOUNT BUDGETED FY23	AMOUNT FROM GRANT
Personnel		
Salaries, Wages, benefits, Payroll Taxes		
Professional Services (contract services, such as consultants, accounts, auditors)	\$20,000	\$4,500
Professional development and training		
Professional dues, memberships		
Travel		
Facilities		
Mortgage interest		
Space rental		
Equipment purchase or rental		
HVAC & Utilities		
Facility maintenance/security		
Insurance		
Outreach		
Publicity and marketing		
Supplies		
Telephone/communication, postage		
Other (itemize)		
TOTAL	\$20,000	\$4,500

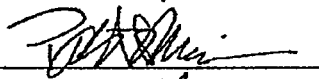
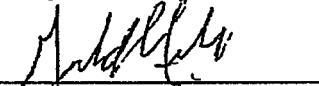
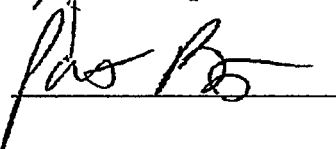
ATTACHMENT B (page 2 of 2)

CERTIFICATION

We certify that the above information is true and correct and that all expenditures are to be incurred solely for the purposes of this grant.

As representatives of this organization, we understand the importance of the Mandatory Credit Line and agree to all of the above terms of this GRANT AGREEMENT and its Attachments. We further certify to the truth of the representations placed therein.

Please ensure the following people review the grant contract and insert their names below. Signatures are not required.

<u>Luis Pastoriza</u> Project/Program Director's Name		<u>12/8/2022</u> Date
<u>Gerald Seneski</u> Fiscal/Budget Officer's Name		<u>12/9/22</u> Date
<u>Patrice Bassett</u> Board President's Name(na) Project Lead's Name		<u>12/7/22</u> Date

RETURN THIS COMPLETED AGREEMENT BY EMAIL TO:

Miranda Powell, mpowell@camdencc.edu, by December 31, 2023

CAMDEN COUNTY CULTURAL & HERITAGE
COMMISSION@ CAMDEN COUNTY COLLEGE
P.O. Box 200 College Drive
Blackwood, NJ 08012
856-374-4201

R-32

DB:dh
08-08-23

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT PURSUANT TO
N.J.S.A. 40A:4-87 IN THE AMOUNT OF \$14,000,000 FROM STATE BUDGET
APPROPRIATIONS TO PROVIDE FOR A TECHNOLOGY APPROPRIATION OF
\$2,000,000 AND AN APPROPRIATION IN THE WATER OPERATING FUND OF
\$12,000,000**

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 State Budget Account includes an appropriation in the amount of \$14,000,000 for IT Infrastructure (\$2,000,000) Water Main Refurbishment Initiative (\$8,000,000) and Valve & Hydrant replacement initiative (\$4,000,000); and

WHEREAS, pursuant to N.J.S.A., 40A:4-87 the Director may approve the insertion of the State Budget Account 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 \$14,000,000 which is now available from the State Budget Account.

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: August 8, 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: AUGUST 8, 2023

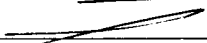
TO: City Council
FROM: Gerald C. Seneski

- TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing a Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$14,000,000 from State Budget Appropriations to provide for the City of Camden a Technology Appropriation of \$2,000,000 and an Appropriation in the Water Operating Fund of \$12,000,000

Point of Contact:	Gerald C. Seneski	CFO	856-757-7582	GeSenesk@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)	N			
Director of Grants Management	N			
Qualified Purchasing Agent	N			
Director of Finance	Y		7/26	

Approved by: _____
 Business Administrator  _____
 Signature Date 7/27

Attachments (list and attach all available):

"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 28 2023

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing a Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$14,000,000 from State Budget Appropriations to provide for the City of Camden a Technology Appropriation of \$2,000,000 and an Appropriation in the Water Operating Fund of \$12,000,000

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

The approved State budget includes an appropriation in the amount of 14 million dollars for IT Infrastructure (\$2,000,000), Water Main Refurbishment initiative (\$8,000,000) and Valve & Hydrant replacement initiative (\$4,000,000) which is additional state aid for the City Camden.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$14,000,000

IMPACT STATEMENT:

- What will happen if the City Council approves this legislation? or,
 - The City will be able to amend the budget for additional \$14,000,000 in state aid.
- What changes and by how much if the City Council approves this proposal?
 - The City Budget is amended by \$14,000,000 as well as improvements to the City's IT infrastructure, refurbishment of water mains and replacement of hydrants and valves
- Why Should the City Council approve this legislation?
 - Council should approve this so the City is able make improvements to the City's IT infrastructure, refurbishment of water mains and replacement of hydrants and valves
- What will happen if the City Council does not approve this legislation?
 - Finance will not be able to amend the budget

SUBJECT MATTER EXPERTS/ADVOCATES:

- Gerald C. Seneski, CFO City of Camden.

Prepared by:

Scott Parker	scparker@ci.camden.nj.us
Name	Email
Phone	

(\$ in thousands)

Line Item	Dept.	Amount
City		
City of Camden - Valve and Hydrant Replacement Initiative	DCA	4,000
City of Camden - Water Main Refurbishment Initiative	DCA	8,000
City of Camden - Information Technology Infrastructure	DCA	2,000
Sub-Total, City		14,000

R-33

DB:dh
08-08-23

RESOLUTION AUTHORIZING THE FAMILY OF THE LATE SYDNEY (SNYDER) FREEMAN, SR. TO DEDICATE A "HUGGING" TREE AND TO HANG A TREE PLAQUE BRACELET MEMORIAL AROUND SAID TREE IN NORTHGATE PARK TO HONOR THEIR FATHER'S MEMORY

WHEREAS, the City of Camden hereby accepts and permits the dedication of a "hugging" tree dedicated to Sydney (Snyder) Freeman, Sr. located at Northgate Park and allow a memorial to hang a plaque and memorial bracelet around said tree; 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 and installation of a plaque bracelet around a tree dedicated to Sydney (Snyder) Freeman, Sr. located at Northgate Park; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper officials are hereby authorized to accept the plaque bracelet for the tree at Northgate Park and that the appropriate plaque bracelet shall be placed.

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: August 8, 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: AUGUST 2023

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

TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing the family of the late Sydney (Snyder) Freeman, Sr. to dedicate a "hugging" tree and hang a tree plaque bracelet memorial around said tree in Northgate Park to honor their father's memory.

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

ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director Supporting Department Director (if necessary) Director of Grants Management Qualified Purchasing Agent Director of Finance	Y		7.10.23	

Approved by: Business Administrator

Signature

Date

- Attachments (list and attach all available):
1. Obituary for Sydney (Snyder) Freeman, Sr.
 2. Formal request from family

"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

JUL 28 2023
Date

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing the family of the late Sydney (Snyder) Freeman, Sr. to dedicate a tree and hang a tree plaque bracelet memorial around said tree in Northgate Park to honor their father's memory.

FACTS/BACKGROUND:

- Family wishes to have memorial and dedicate "hugging" tree in honor of late father Sydney (Snyder) Freeman, Sr.
- Memorial would involve hang tree plaque memorial bracelet around circumference of tree.
- Family will be responsible for upkeep and maintenance of plaque, and understands that they cannot plant anything at base of tree, nor can they drive nails or anything similar into the tree.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: n/a

IMPACT STATEMENT:

- City Council approval will allow family to have memorial service and dedicate "hugging" tree to honor Sydney (Snyder) Freeman, Sr.
- Mr. Freeman was a resident for almost 30 years and loved the City of Camden. He collaborated with various community organizations, such as Fair Share Housing Dev. and Northgate Park, Inc. and served as host at the annual summer concert at Northgate II park.
- Without City Council approval the family will not be permitted to dedicate an existing tree as a "hugging" tree to honor their late fathers memory in a park he frequented.

SUBJECT MATTER EXPERTS/ADVOCATES:

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

COORDINATION:

- The family is responsible for coordinating with the Department of Human Services and obtaining necessary park permits and insurance to have the requested memorial in Northgate Park.

Prepared by: Amanda C. Fleming 856-757-7393/AmThomps@ci.camden.nj.us

Name

Phone/Email

OBITUARY

Sydney (Snyder) Freeman Sr., of New Haven, Connecticut, departed this mortal life on August 26th, 2021. He was born to Pauline (Dotts) Freeman and James Freeman on July 25th, 1957. Sydney attended New Haven Public Schools and continued his love for learning at Franconia College in New Hampshire.

After college, Sydney moved to New Jersey where he married Cassandra Lewis-Freeman. They had and raised three wonderful children: Sydney Jr., Marcus, and Cassie. He was employed for many years with UPS, Bayada (a home healthcare agency), Goldstar (a snack and beverage vending machine company) and the Beta House (a group home for troubled teens).

While in New Jersey, he became a member of Mt. Olivet SDA Church. As an active member in the church for almost 30 years, he led out in various capacities. He played on the Mt. Olivet's basketball and softball teams, served as minister of music, Adventist Youth Society leader, singer in the male chorus, and school board chair. Sydney was loved by various churches in the Allegheny Conference of Seventh-day Adventists. And one of his greatest joys was to encourage and to support young people, particularly those who sang.

While he was a gift to his Mt. Olivet SDA Church, he also had a ministry that went beyond those four walls, reaching out to other SDA churches as well. Additionally, though a committed Adventist, he developed a music ministry that blessed the hearts of those beyond his denomination. He was a musical trailblazer throughout the region, whose musical range spanned various genres - from Black southern gospel to White gospel, from contemporary gospel to sweet/soulful music.

He loved the city of Camden, NJ and had a passion to see it thrive. One of the ways that he did that was by partnering with various community organizations, such as the Fair Share Housing Development, Inc., and Northgate Park, Inc. where he served as host at the annual summer concert at Northgate Park. He often hosted programs at local senior centers and nursing homes, in an effort to lift the spirits of the residents.

But arguably, his greatest contribution to the body of Christ and the broader community was his over 30-years of music ministry. He was blessed to sing all over the East Coast of the United States, ministering in church services, camp meetings, weddings, and other special occasions. Sydney even recorded a solo gospel album with award winning producer, Adrian T. Westney. He loved to minister with his friends such as Wendell O'bryant and LaVon Tatem. He also was most proud of leading and developing the Freeman Family Singers which included his former wife and children. They went on to open for well-known artists such as Tye Tribbett and the Greater Anointing Choir, and also singing at the General Conference of Seventh-Day Adventist headquarters in Silver Springs, MD.

Sydney was an intellectual who pushed people to think deeply about the church, equity, and racial justice. He was a bridgebuilder and unifier who sought ways to bring diverse people together. He was particularly, proud of being a part of visioning and leading international days at the Mt. Olivet SDA Church where they would host people of different racial and ethnic backgrounds to worship and praise together.

Sydney returned to his hometown of New Haven, CT in 2016. He enjoyed rekindling childhood friendships and reminiscing on the past times spent there in New Haven. And in 2017, he married the former Rosilyn Minder. Sydney was also a streetball (basketball) legend in New Haven – known for his sweet and smooth skills on the court. Besides singing, his favorite pastimes were watching basketball, football, and live bands. Sydney loved his family dearly and enjoyed spending time listening to their dreams and passions. He encouraged all those around him, even when he wasn't 100%. His calming voice, soothing notes and smooth demeanor will truly be missed.

Sydney leaves to cherish his memory, his beloved wife, Rosilyn Freeman; son, Sydney, Jr. (Lynda); son Marcus; daughter Cassie; stepdaughter, Brittany Odom; former wife Cassandra; brothers, Eddie Freeman and Daniel Freeman; and a host of relatives and friends.

Amanda Thompson-Fleming

From: Marcus Freeman <marcus.s.freeman@gmail.com>
Sent: Friday, July 7, 2023 3:13 PM
To: Amanda Thompson-Fleming
Subject: Re: Tree plaque link

Good afternoon Mrs. thompson-Fleming,

Apologies for the delay in sending the proposal. Please see below...

The Freeman family is formally requesting to dedicate/adopt a tree, in Northgate II Park, in honor of our late father, Sydney Freeman, Sr. We would like to associate an existing tree in Northgate II Park as a "hugging tree" in which the tree would provide an opportunity for any community member/visitor to center themselves. This tree would be identifiable by a tree charm bracelet that, without jeopardizing its integrity, would wrap around the tree, with an acknowledgement to our father. One of the greatest fears a person of any age can have is being alone. If a child or a hiker should become lost in the woods, hugging a tree can help them stay safe, and be found. Staying near a tree offers some protection from the elements, and keeps lost children in the same place, which makes it easier for searchers to find them. Hugging a tree or/and even talking to it calms the child down, and prevents panic. Hugging a tree increases levels of hormone oxytocin. This hormone is responsible for feeling calm and emotional bonding. When hugging a tree, the hormones serotonin and dopamine make you feel happier. It is important to use this "free" space of the earth we were given by nature to holistically heal ourselves.

A hugging tree's purpose is not to give direction or the right answer of which way to go but to give the individual a pause to think, to silence the anxiety and depression, to be a friend at your low point, a listening ear, a hug when you are lonely. This symbolically correlates with who our father was to us. Our father loved the city of Camden, NJ and had a passion to see it thrive. One of the ways that he did that was by partnering with various community organizations, such as the Fair Share Housing Development, Inc., and Northgate Park, Inc. where he served as host at the annual summer concert at Northgate II Park. This is why this specific park/location holds such a special place in our hearts. Our hope is that this hugging tree provides a safe space, for anyone who comes across its path, from our ever anxious world, like our Dad did. This additionally will provide many of those who loved him but did not have an in-person opportunity to say their goodbyes, during a heightened time in the pandemic, the opportunity to come together in remembrance, in the city he called home for almost 30 years. Though our father was cremated, by his request, it would bring his loved ones solace to have something in his honor that we can tangibly connect with and share with the city of Camden.

Thank you for your consideration,

Marcus S. Freeman & the Freeman Family

On Wed, Jul 5, 2023 at 5:34 PM Amanda Thompson-Fleming <AmThomps@ci.camden.nj.us> wrote:
An email detailing your request and what you plan to do is sufficient.

Thanks

DB:dh
08-08-23

**RESOLUTION AUTHORIZING THE PURCHASE OF DELL OPTIPLEX SMALL
FORM FACTOR 7010 COMPUTERS AND RELATED ACCESSORIES FOR
VARIOUS CITY DIVISIONS**

WHEREAS, there exists a need to purchase 178 OptiPlex SFF 7010 desktop computer and 270 monitors from SHI International for various City divisions/departments; and

WHEREAS, pursuant to N.J.S.A. 52:34-6.2(b)(3), a municipality is permitted to make purchases and contract for services through the use of a nationally-recognized and accepted cooperative, utilizing pricing structure from NJCPA Bergen County #CK04 - BID 22-24; and


WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the approved budget of the City of Camden under line item "3-01-E1-433-908" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden, that the contract be awarded to SHI International, 290 Davidson Avenue, Somerset, NJ 08873 for the purchase of 178 OptiPlex SFF 7010 desktop computer and 270 monitors from SHI International for various City divisions/departments under Bergen County CK04 BID 22-24, in the amount of ONE HUNDRED EIGHTY-NINE THOUSAND SIX HUNDRED SIX DOLLARS (\$189,606.00), 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.

Dated: August 8, 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

walk on

COUNCIL MEETING DATE: 08/09/2023

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

TITLE OF ORDINANCE/RESOLUTION: Authorizing the purchase of Dell OptiPlex SFF 7010 Computers and related accessories for various City divisions.

Point of Contact: Lateefah Chandler
Admin-Purchasing
856-757-7475
lachandl@ci.camden.nj.us
Name Department-Division-Bureau Phone Email

ENDORSEMENTS

Table with 5 columns: Recommend Approval (Y/N), Signature, Date, Comments. Includes handwritten signatures and dates for various roles like Department Director, Director of Grants, etc.

Approved by: Business Administrator
Signature
Date 7/31/23

- Attachments (list and attach all available):
1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)1
2. Certification of Funds2
3. Addition supporting documents.

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

Received by: City Attorney
Signature
Date

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

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: Authorizing the purchase of Dell OptiPlex SFF 7010 Computers and related accessories for various City divisions.

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

- The City will purchase 178 OptiPlex Small Form Factor 7010 desktop computer and 270 monitors from SHI International for various City divisions/departments
 - Computers with keyboard & Mouse - \$777.00ea
 - Monitors - \$190.00ea
- Replaces computers at least 10 years' old and with older operating systems such as Windows 7, which impacts the security of the City's IT infrastructure
- Utilizing pricing structure from NJCPA Bergen County #CK04 - BID 22-24

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$189,606.00

APPROPRIATION NUMBER: 3-01-E1-433-908

PROCUREMENT: NJSA 40A:11-11(5)

IMPACT STATEMENT:

- Fixes compatibility issues of various City software/applications operating on older operating systems.
- Previous Dell computer setup was \$1,375.24 and after aggressive pricing negotiations, the City will now purchase computers and monitors for \$967.00 per setup. The City will not continue with the balance of the Dell purchase order.

SUBJECT MATTER EXPERTS/ADVOCATES:

- N/A

COORDINATION:

- N/A

Prepared by: LATEEAH CHANDLER

856-757-7475

Name

Phone/Email

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: SHI INTERNATIONAL

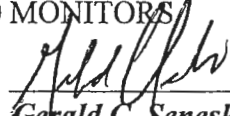
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-E1-433-917
AMOUNT:\$189,606.00
- 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: \$189,606.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SHI INTERNATIONAL FOR THE PURCHASE OF 178 DESKTOP COMPUTERS AND 270 MONITORS



Gerald C. Seneski
Director of Finance

Date: 8/1/23

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

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

Municipality	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	SHI INTERNATIONAL
Purpose or Need for service:	PURCHASE OF UP TO 178 DELL OPTIPLEX SFF 7010 DESKTOP COMPUTERS AND 270 MONITORS
Contract Award Amount	\$200,000.00 \$189,606.00 <i>✓</i>
Term of Contract	N/A
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	NJSC 40A:11-11(5)
Were other proposals received? If so, please attach the names and amounts for each proposal received?	YES SHI/DELL \$170,495.52 SHI/LENOVO \$155,605.82 <i>> Desktops only</i>

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*

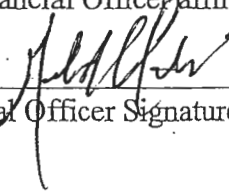
Date _____

Business Administrator/Manager Signature

Date _____

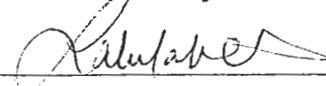
*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

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 7/1/2022

For LGS use only:

Approved Denied

Date
Director or Designee,
Division of Local Government Services

Number Assigned _____



Pricing Proposal
 Quotation #: 23759189
 Created On: 7/28/2023
 Valid Until: 7/31/2023

NJ-City of Camden

Senior Inside Account Executive

Paul Palamattam
 520 Market Street
 Suite 213
 City Hall
 Camden, NJ 08102
 United States
 Phone: 8567577060
 Fax:
 Email: PaPalama@ci.camden.nj.us

Greg Malandrucolo
 290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-507-1347
 Fax:
 Email: Greg_Malandrucolo@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Dell P2422H - LED monitor - 24" - 1920 x 1080 Full HD (1080p) @ 60 Hz - IPS - 250 cd/m - 1000:1 - 5 ms - HDMI, VGA, DisplayPort - black - with 3 years Advanced Exchange Service Dell - Part#: DELL-P2422H Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	270	\$190.00	\$51,300.00
Total			\$51,300.00

Additional Comments

Note: The New Jersey Cooperative Purchasing Alliance is a Service of the County of Bergen, County Executive James J. Tedesco III and the Board of Commissioners

SHI SPIN: #143012572
 SHI-GS SPIN (For Texas customers ONLY): #143028315
 For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 23724835
 Created On: 7/20/2023
 Valid Until: 7/31/2023

NJ-City of Camden

Senior Inside Account Executive

Paul Palamattam

520 Market Street
 Suite 213
 City Hall
 Camden, NJ 08102
 United States
 Phone: 8567577060
 Fax:
 Email: PaPalama@ci.camden.nj.us

Greg Malandrucolo

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-507-1347
 Fax:
 Email: Greg_Malandrucolo@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 OptiPlex Small Form Factor 7010 - 16gb/256gb (Specs attached) Dell - Part#: Dell-NPN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	178	\$734.00	\$130,652.00
2 Dell Pro Wireless Keyboard and Mouse Dell - Part#: KM5221W Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	178	\$43.00	\$7,654.00
Total			\$138,306.00

Additional Comments

Note: The New Jersey Cooperative Purchasing Alliance is a Service of the County of Bergen, County Executive James J. Tedesco III and the Board of Commissioners

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

OptiPlex Small Form Factor (7010)

Description	SKU	Quantity
13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)	338-CHBS	1
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	1
No Microsoft Office License Included	658-BCSB	1
16GB (1x16GB) DDR4 non ECC memory	370-AGFR	1
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BOQJ	1
M.2 22x30 Thermal Pad	412-AAQT	1
M2X3.5 Screw for SSD/DDPE	773-BBBC	1
Intel Integrated Graphics	490-BBFG	1
OptiPlex SFF with 180W Bronze Power Supply	329-BHPU	1
System Power Cord (Philippine/TH/US)	450-AAOJ	1
No Optical Drive	429-ABKF	1
CMS Software not included	632-BBBJ	1
Internal Antenna, SFF	555-BHDX	1
Intel(R) AX210 Wi-Fi 6E 2x2 and Bluetooth	555-BHGJ	1
Wireless Driver, Intel AX210 Wi-Fi 6E (6Ghz) 2x2, BT 5.2	555-BIJM	1
Chassis Intrusion Switch	461-AAJL	1
No Additional Add In Cards	382-BBHx	1
No Additional Video Ports	492-BCKH	1
No Keyboard Selected	580-AABG	1
No Mouse Selected	570-AAAF	1
No Cover Selected	325-BCZQ	1
Dell Additional Software	658-BFPY	1
ENERGY STAR Qualified	387-BBLW	1
Dell Watchdog Timer	379-BEZG	1
Quick Start Guide, OptiPlex Small Form	340-DDFL	1
Print on Demand Label	389-BDQH	1
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	1
Shipping Material	340-CQYR	1
Shipping Label	389-BBUU	1

Regulatory Label for OptiPlex SFF 180W, FSJ	389-FBFX	-	1
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	1
SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	658-BFQF	-	1
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	1
Desktop BTS/BTP Shipment	800-BBIP	-	1
Fixed Hardware Configuration	998-FZWX	-	1
OptiPlex Small Form Factor (7010)	210-BFXF	-	1
Internal Speaker	520-AARD	-	1
Intel vPro Enterprise	631-BBKK	-	1
CrowdStrike Endpoint Protection Pro, Prevent Device Ctrl, Ctrl-Respond, Essential Support 1yr	634-CCLG	-	1
Dell Limited Hardware Warranty Plus Service	803-8583	-	1
Onsite Service After Remote Diagnosis 3 Years	803-8590	-	1
No Accidental Damage Selected	981-4619	-	1
EPEAT 2018 Registered (Silver)	379-BDTO	-	1
System Box Asset Label	365-0538	-	1

Collins
8/8/2023

A-35

**RESOLUTION APPOINTING DWAYNE WILLIAMS TO SERVE ON THE AD HOC
TOURIST PROMOTION AND ECONOMIC DEVELOPMENT COMMITTEE FOR
THE CITY OF CAMDEN**

WHEREAS, the City Council of the City of Camden, on March 14, 2023, enacted Resolution, R-1, MC-23:8988 approved on June 13, 2023, establishing the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, the purpose of Resolution MC-23:8988 approved on June 13, 2023, was to explore the City's role in enhancing current visitor experiences and attracting more visitors to the City, thereby increasing the City's overall economy as well as deriving economic value from existing and expanded opportunities for the City of Camden and its businesses; and

WHEREAS, Resolution MC-23:8988 approved on June 13, 2023, provided for up to thirteen (13) members or their designees to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, **DWAYNE WILLIAMS** has been nominated by a City Council Member to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, the qualifications of said nominee, **DWAYNE WILLIAMS**, have been reviewed by the Municipal Appointments Committee of City Council members and this Committee is satisfied as to his fitness for appointment and now recommends **DWAYNE WILLIAMS** to be appointed to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; now therefore

BE IT RESOLVED, by the City Council of the City of Camden that it hereby appoints **DWAYNE WILLIAMS** to serve on the Ad Hoc Tourist Promotion and Economic Development Committee.

BE IT FURTHER RESOLVED, that Ad Hoc Tourist Promotion and Economic Development Committee members so appointed shall avoid conflicts of interest, including using their positions as Ad Hoc Committee members to secure unwarranted privileges or advantages for themselves or others or performing any conduct which could impair or prejudice their objectivity or independence of judgment in the exercise of their official duties.

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: August 8, 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

Collins
8/8/2023

R-36

**RESOLUTION APPOINTING SHEILAH GREENE TO SERVE ON THE AD HOC
TOURIST PROMOTION AND ECONOMIC DEVELOPMENT COMMITTEE FOR
THE CITY OF CAMDEN**

WHEREAS, the City Council of the City of Camden, on March 14, 2023, enacted Resolution, R-1, MC-23:8988 approved on June 13, 2023, establishing the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, the purpose of Resolution MC-23:8988 approved on June 13, 2023, was to explore the City's role in enhancing current visitor experiences and attracting more visitors to the City, thereby increasing the City's overall economy as well as deriving economic value from existing and expanded opportunities for the City of Camden and its businesses; and

WHEREAS, Resolution MC-23:8988 approved on June 13, 2023, provided for up to thirteen (13) members or their designees to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, **SHEILAH GREENE** has been nominated by a City Council Member to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, the qualifications of said nominee, **SHEILAH GREENE**, have been reviewed by the Municipal Appointments Committee of City Council members and this Committee is satisfied as to her fitness for appointment and now recommends **SHEILAH GREENE** to be appointed to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; now therefore

BE IT RESOLVED, by the City Council of the City of Camden that it hereby appoints **SHEILAH GREENE** to serve on the Ad Hoc Tourist Promotion and Economic Development Committee.

BE IT FURTHER RESOLVED, that Ad Hoc Tourist Promotion and Economic Development Committee members so appointed shall avoid conflicts of interest, including using their positions as Ad Hoc Committee members to secure unwarranted privileges or advantages for themselves or others or performing any conduct which could impair or prejudice their objectivity or independence of judgment in the exercise of their official duties.

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: August 8, 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

Collins
8/8/2023

R-37

**RESOLUTION APPOINTING YOCONTALIE JACKSON TO SERVE ON THE AD
HOC TOURIST PROMOTION AND ECONOMIC DEVELOPMENT COMMITTEE
FOR THE CITY OF CAMDEN**

WHEREAS, the City Council of the City of Camden, on March 14, 2023, enacted Resolution, R-1, MC-23:8988 approved on June 13, 2023, establishing the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, the purpose of Resolution MC-23:8988 approved on June 13, 2023, was to explore the City's role in enhancing current visitor experiences and attracting more visitors to the City, thereby increasing the City's overall economy as well as deriving economic value from existing and expanded opportunities for the City of Camden and its businesses; and

WHEREAS, Resolution MC-23:8988 approved on June 13, 2023, provided for up to thirteen (13) members or their designees to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, YOCONTALIE JACKSON has been nominated by a City Council Member to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, the qualifications of said nominee, YOCONTALIE JACKSON, have been reviewed by the Municipal Appointments Committee of City Council members and this Committee is satisfied as to her fitness for appointment and now recommends YOCONTALIE JACKSON to be appointed to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; now therefore

BE IT RESOLVED, by the City Council of the City of Camden that it hereby appoints YOCONTALIE JACKSON to serve on the Ad Hoc Tourist Promotion and Economic Development Committee.

BE IT FURTHER RESOLVED, that Ad Hoc Tourist Promotion and Economic Development Committee members so appointed shall avoid conflicts of interest, including using their positions as Ad Hoc Committee members to secure unwarranted privileges or advantages for themselves or others or performing any conduct which could impair or prejudice their objectivity or independence of judgment in the exercise of their official duties.

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: August 8, 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

Collins
8/8/2023

R-38

**RESOLUTION APPOINTING INDIA JACKSON TO SERVE ON THE AD HOC
TOURIST PROMOTION AND ECONOMIC DEVELOPMENT COMMITTEE
FOR THE CITY OF CAMDEN**

WHEREAS, the City Council of the City of Camden, on March 14, 2023, enacted Resolution, R-1, MC-23:8988 approved on June 13, 2023, establishing the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, the purpose of Resolution MC-23:8988 approved on June 13, 2023, was to explore the City's role in enhancing current visitor experiences and attracting more visitors to the City, thereby increasing the City's overall economy as well as deriving economic value from existing and expanded opportunities for the City of Camden and its businesses; and

WHEREAS, Resolution MC-23:8988 approved on June 13, 2023, provided for up to thirteen (13) members or their designees to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, **INDIA JACKSON** has been nominated by a City Council Member to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, the qualifications of said nominee, **INDIA JACKSON**, have been reviewed by the Municipal Appointments Committee of City Council members and this Committee is satisfied as to her fitness for appointment and now recommends **INDIA JACKSON** to be appointed to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; now therefore

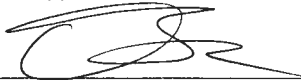
BE IT RESOLVED, by the City Council of the City of Camden that it hereby appoints **INDIA JACKSON** to serve on the Ad Hoc Tourist Promotion and Economic Development Committee.

BE IT FURTHER RESOLVED, that Ad Hoc Tourist Promotion and Economic Development Committee members so appointed shall avoid conflicts of interest, including using their positions as Ad Hoc Committee members to secure unwarranted privileges or advantages for themselves or others or performing any conduct which could impair or prejudice their objectivity or independence of judgment in the exercise of their official duties.

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: August 8, 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

Collins
8/8/2023

R-39

**RESOLUTION APPOINTING OLIVETTE SIMPSON TO SERVE ON THE AD HOC
TOURIST PROMOTION AND ECONOMIC DEVELOPMENT COMMITTEE FOR
THE CITY OF CAMDEN**

WHEREAS, the City Council of the City of Camden, on March 14, 2023, enacted Resolution, R-1, MC-23:8988 approved on June 13, 2023, establishing the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, the purpose of Resolution MC-23:8988 approved on June 13, 2023, was to explore the City's role in enhancing current visitor experiences and attracting more visitors to the City, thereby increasing the City's overall economy as well as deriving economic value from existing and expanded opportunities for the City of Camden and its businesses; and

WHEREAS, Resolution MC-23:8988 approved on June 13, 2023, provided for up to thirteen (13) members or their designees to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, **OLIVETTE SIMPSON** has been nominated by a City Council Member to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; and

WHEREAS, the qualifications of said nominee, **OLIVETTE SIMPSON**, have been reviewed by the Municipal Appointments Committee of City Council members and this Committee is satisfied as to her fitness for appointment and now recommends **OLIVETTE SIMPSON** to be appointed to serve on the Ad Hoc Tourist Promotion and Economic Development Committee; now therefore


BE IT RESOLVED, by the City Council of the City of Camden that it hereby appoints **OLIVETTE SIMPSON** to serve on the Ad Hoc Tourist Promotion and Economic Development Committee.

BE IT FURTHER RESOLVED, that Ad Hoc Tourist Promotion and Economic Development Committee members so appointed shall avoid conflicts of interest, including using their positions as Ad Hoc Committee members to secure unwarranted privileges or advantages for themselves or others or performing any conduct which could impair or prejudice their objectivity or independence of judgment in the exercise of their official duties.

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: August 8, 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