



# AGENDA

CITY OF CAMDEN

CITY COUNCIL REGULAR MEETING

*September 12<sup>th</sup>, 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 Jannette Ramos*

*Honorable Victor Carstarphen, Mayor*

*Daniel S. Blackburn, City Attorney*

*Howard McCoach, Counsel to Council*

*Luis Pastoriza, Municipal Clerk*

Amended at September 5<sup>th</sup>, 2023 Caucus meeting  
Please note that items within boxed area (s) are items added.  
Items on consent Agenda include Resolutions: 1, 5-7, 9-15, 17-40, 42-44, 46



# CITY COUNCIL AGENDA

SEPTEMBER 12, 2023 – 5:00 P.M.  
CITY COUNCIL CHAMBERS

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

APPROVAL OF MINUTES

## COMMUNICATIONS

### Department of Finance

1. Check Registers of the City of Camden for The Period of July 25<sup>th</sup>, 2023 to August 23<sup>rd</sup>, 2023
2. Payroll Register Summary for The City of Camden for The Pay Periods of August 4<sup>th</sup>, 2023 and August 18<sup>th</sup>, 2023

### PRESENTATIONS

1. Ceremonial Naming Of N. 6<sup>th</sup> Street, From Cooper To Market As “Lawrence Miles Lane” In The City Of Camden
2. Honoring Maria Correa upon her retirement

## 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

**ORDINANCES – FIRST READING**

**Office of the City Attorney**

1. Ordinance Authorizing The Removal Of Deed Restrictions And Reversionary Language On 415-417 Emerald Street, Block 480, Lot 38
2. Ordinance Authorizing A Lease Agreement Between The City Of Camden And PSE&G

**Department Of Public Works**

3. An Ordinance Designating Restricted Residential Parking Zones For Individuals With Disabilities To Certain Areas In The City Of Camden As Handicap Parking Privileges Only

**Department Of Code Enforcement**

4. Ordinance To Require Inspections For Lead-Based Paint In Residential Rental Dwellings To Conform To New Jersey State Law

**Department of Planning and Development**

5. An Ordinance Amending The Gateway Redevelopment Plan (MC-4166) Regarding Tax Block: 367, Lots 1 And 6 And Block 366, Lot 2 On The Camden City Municipal Tax Maps

**Office of the City Council**

6. Ordinance establishing Environmental Justice provisions in Chapter 870 of the Camden City Code

**ORDINANCES – SECOND 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

**Department Of Public Works**

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

**PUBLIC COMMENT**

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

**RESOLUTIONS**

**Office of the City Council**

1. Resolution Authorizing The Ceremonial Naming Of N. 6<sup>th</sup> Street, From Cooper To Market As “Lawrence Miles Lane” In The City Of Camden

**Office of the City Attorney**

2. Resolution to Allow the City Council to enter into an closed session
3. Resolution Authorizing The Settlement Of Litigation
4. Resolution Authorizing Settlement Of A Worker’s Compensation Claim
5. Resolution Awarding A Contract To Shade Environmental, LLC For Lead Paint Remediation For The Engine Company Number 11 Firehouse
6. Resolution Authorizing An Amendment To The Shared Services Agreement With The Camden Redevelopment Agency For Affirmative Action Officer Services & Compliance Officer Services For One (1) Year.
7. Resolution Authorizing Extensions of Time to Complete Foreclosures for Less Than Full Value Tax Sale Certificate Assignments.
8. Resolution Authorizing A License Agreement Between The City Of Camden And Community Partnership (CCP) To Make Improvements To Sheila Roberts Park

**Department of Administration**

9. Resolution Awarding A Contract To Pellegrino Auto Group For Body Damage Repairs To Various City Vehicles

10. Resolution Authorizing The Rejection Of RFP #23-13 Underwriting Services For UEZ'S Camden Strong Macro Capital Improvement (CSMCI) Program
11. Resolution Amending MC-23:9054 To Expand The Pool Of Prequalified Engineering Firms
12. Resolution Re-Appointing Keith Walker As A Class II Member Of The City Of Camden Planning Board
13. Resolution Authorizing and Ratifying Emergency Procurement and Payment of Same to Winzinger, Inc. For The Emergency Removal Of Demolition Debris At 764 Line Street And Stucco Of The Adjoining Wall Of 762 Line Street
14. Resolution Authorizing And Ratifying Emergency Procurement And Payment Of Same To Holiday Inn For The Emergency Relocation Of Occupants At 1483 Greenwood Avenue
15. Resolution Authorizing and Ratifying Emergency Procurement and Payment of Same to Emergi-Clean Inc. For The Emergency Cleanup Of Contaminated Contents At 1483 Greenwood Avenue
16. Resolution Of Support For An Application For A Recreational Cannabis Retail License Submitted By The G Factory, LLC And Requesting That The Cannabis Regulatory Commission Issue A Recreational Cannabis Retail License To The G Factory, LLC For 1848 White Horse Pike, Camden, New Jersey
17. Resolution Of Support For An Application For A Recreational Cannabis Retail License Submitted By Cuzzie's, LLC And Requesting That The Cannabis Regulatory Commission Issue A Recreational Cannabis Retail License To Cuzzie's, LLC For A Proposed Location At 2750 Mt. Ephraim Avenue, Camden, New Jersey

**Department of Planning & Development**

18. A Resolution Authorizing The Planning Board As A City Council Referral To Consider Amending The Gateway Redevelopment Plan Regarding Tax Block 367, Lots 1 And 6 And Block 366, Lot 2 On The Camden City Municipal Tax Maps
19. Resolution Authorizing The Award Of A \$315,738.47 To Colliers Engineering & Design Of Hamilton, New Jersey In Connection With The Traffic Signal Improvements (Group II) Project
20. Resolution Authorizing An Amendment #2 To The Shared Services Agreement Between The City Of Camden And The Camden Redevelopment

Agency (“CRA”) For Brownfields Clean-Up And Management Of The  
Knox Meadows II Site

21. Resolution Authorizing The Execution Of A Sub-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 Remediation Of The Former Knox Meadows II Site
22. Resolution Amending A Resolution Accepting A Grant From The New Jersey Economic Development Authority In The Amount Of \$125,000 From The New Jersey Economic Development Authority For The Entitled, “Food Security Planning Grant.”
23. Resolution Accepting a Grant in the amount of \$20,800.00 From the Delaware Valley Regional Planning Commission for the “Transit Support Grant Program.”
24. Resolution Accepting a Grant In The Amount Of \$24,000.00 from the Delaware Valley Regional Planning Commission for the “Supportive Highway Regional Planning Program.”
25. Resolution Authorizing A Sub-Recipient Agreement Between The City Of Camden And St. Joseph’s Carpenter Society In The Amount Of \$300,000.00 To Support Construction Costs For Three (3) Properties In The Marlton Section Of East Camden As Part Of The Carpenter Square Phase III Project
26. Resolution Authorizing The Award Of A Professional Service Contract To CME Associates, 1 Market St., Suite 1F, Camden, NJ 08102 In Connection With The 2023 Special Projects Coordination For Various Roadway And Infrastructure Improvement Projects

**Department of Finance**

27. Resolution Certifying Compliance With Regulations Of The Local Finance Board Of The State Of New Jersey (Governing Body Certification Of The 2022 Audit)
28. Resolution Approving The Corrective Action Plan For The 2022 Audit
29. Resolution Authorizing A Budget Amendment Pursuant To N.J.S.A. 40A:4-87 In The Amount Of \$200,000 From The United States Environmental Protection Agency For A Sub-Grant Entitled “Brownfield Revolving Loan Funds” For The Knox Meadows II Site
30. Resolution Approving A Settlement Agreement With The Internal Revenue Service Regarding Filing Form 1099 For The 2017 Tax Year

31. Resolution Determining The Form And Other Details Of Not Exceeding \$13,750,000 Bonds Of The City Of Camden, In The County Of Camden, New Jersey, And Providing For Their Sale To The New Jersey Infrastructure Bank And The State Of The New Jersey And Further Authorizing The Execution Of Various Agreements, All Pursuant To The New Jersey Water Bank
32. Resolution Of The City Of Camden, In The County Of Camden, New Jersey, Determining The Form And Other Details Of It's Note Relating To The Construction Financing Loan Program Of The New Jersey Infrastructure Bank, To Be Issued In The Aggregate Principal Amount Of Up To \$55,000,000, Providing For The Issuance And Sale Of Such Note By The City In Favor Of The New Jersey Infrastructure Bank, All Pursuant To The New Jersey Infrastructure Bank Construction Financing Loan Program
33. Resolution Accepting The Fiscal Year 2023 United States Department Of Housing And Urban Development Allocation In The Amount Of \$5,075,535
34. Resolution Authorizing A Budget Amendment Pursuant To N.J.S.A. 40A:4-87 In The Amount Of \$310,496.49 From The National Opioids Settlement Fund For A Grant Entitled "National Opioids Settlement Fund" For A Revised 2023 Total Of \$859,770.83
35. Resolution Authorizing A Budget Amendment Pursuant To N.J.S.A. 40A:4-87 In The Amount Of \$14,407.19 From The NJ Department Of Health And Senior Services For A Grant Entitled "Alcohol Education And Enforcement Fund."
36. Resolution Authorizing The Assignment Of (6) Tax Sale Certificates At Full Value
37. Resolution Authorizing Refunds To Various Lien Holders, Property Owners And Mortgage Companies For Various Properties And Duplicate Tax Certificate
38. Resolution Authorizing Cancellation Of Liens/Taxes And To Transfer Credits To Various Lien Holders, Property Owners And Mortgage Companies For Various Properties
39. Resolution To Cancel Unspent Capital Improvement Authorization Balances From Prior Year Capital Bond Ordinances
40. Resolution Authorizing The Use Of American Rescue Plan-State & Local Fiscal Recovery Funds In The Amount Of \$5,500,000 For Park Improvements Throughout The City

41. Resolution Authorizing the Use of American Rescue Plan State & Local Fiscal Recovery Funds for \$35,000 for Community Health Events Including Support of Camden Jam & Latin Night

**Department of Planning & Development**

42. Resolution Authorizing A Budget Amendment Pursuant To N.J.S.A. 40A:4-87 In The Amount Of \$20,800.00 From The US Department Of Transportation, Passed Through The Delaware Valley Regional Planning Commission For A Sub-Grant Entitled “Transit Support”
43. Resolution Authorizing A Budget Amendment Pursuant To N.J.S.A. 40A:4-87 In The Amount Of \$24,000.00 From The US Department Of Transportation, Passed Through The Delaware Valley Regional Planning Commission For A Sub-Grant Entitled “Regional Highway Support”
44. Resolution Authorizing The Award Of A Professional Services Contract To Pennoni Associates Inc., In Connection With Special Projects Coordination For Various City Owned Parks And Related Facility Improvements

**Department of Administration**

45. Resolution Authorizing A Sub-Recipient Agreement With The Camden Community Partnership To Provide Programmatic Support For Community Health Events Including Camden Jam And Latin Night up to \$35,0000

**Office of the City Council**

46. Resolution honoring Maria Correa upon her retirement from the City of Camden

**Department of Finance**

47. Resolution Accepting a \$15,000 Grant from the New Jersey Health Care Quality Institute for the Mayor’s Wellness Campaign, Community Mental Health
48. Resolution Authorizing a subrecipient agreement between the City of Camden and Camden County Historical Society in the amount of \$100,000

**Office of the City Attorney**

49. Resolution authorizing the award of a contract for professional services to Howard McCoach, PC in the amount not to exceed \$150,000

**Department of Planning & Development**

50. Resolution referring a proposed amendment to Chapter 870 of the City of Camden Code, including Environmental Justice provisions, to the City of Camden Planning Board for a report as provided for by N.J.S.A. 40:55D-26



**ADJOURNMENT**

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

**Rule XVII: Decorum**

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

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

# *Communications*




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

VICTOR CARSTARPHEN  
MAYOR

GERALD C. SENESKI  
DIRECTOR OF FINANCE  
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**MEMORANDUM**

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

From: Gerald C. Seneski, Director of Finance 

Date: August 24, 2023

Subject: **Check Register-Communications for Forthcoming City Council Meeting- September 12, 2023**

RECEIVED  
2023 AUG 29 AM 7:51  
CITY OF CAMDEN, N.J.

Attached, please find the Check Register for the City of Camden for the period of July 25, 2023 to August 23, 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: 07/25/23 to 08/23/24  
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					
51140	07/25/23	LN-50183 CAMDEN REDEVELOPMENT	18,158.18		20510
51141	07/25/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,493.54		20510
51142	07/25/23	LN-50230 FIG NJ19, LLC	6,485.32		20510
51143	07/26/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,369.00		20512
51144	07/26/23	LN-50190 FIG 20, LLC	2,032.90		20512
51145	07/27/23	LN-50190 FIG 20, LLC	2,609.84		20513
51146	07/27/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	3,980.83		20514
51147	08/02/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	4,493.43		20526
51148	08/02/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	2,403.96		20526
51149	08/02/23	LN-50190 FIG 20, LLC	1,228.53		20526
51150	08/02/23	LN-50190 FIG 20, LLC	2,847.27		20526
51151	08/02/23	LN-50192 MALINI FUNDING LLC	891.05		20526
51152	08/02/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,282.31		20526
51153	08/02/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,384.06		20526
51154	08/02/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	836.96		20526
51155	08/02/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,260.37		20526
51156	08/02/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,362.83		20526
51157	08/02/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,406.39		20526
51158	08/02/23	LN-50230 FIG NJ19, LLC	10,801.54		20526
51159	08/04/23	LN-50190 FIG 20, LLC	440.35		20531
51160	08/04/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,771.25		20531
51161	08/04/23	LN-50230 FIG NJ19, LLC	3,773.22		20531
51162	08/04/23	LN-50230 FIG NJ19, LLC	5,513.28		20531
51163	08/04/23	LN-50230 FIG NJ19, LLC	9,986.64		20531
51164	08/04/23	LN-20074 LB-HONEY BADGER, SBMUNI%	382.25		20533
51165	08/04/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,827.22		20533
51166	08/09/23	FLE22 BENJAMIN FLECK	1,661.15		20541
51167	08/09/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,177.04		20541
51168	08/09/23	LN-40153 JEHOVAHABLE INVESTMENTS LLC	109.21		20541
51169	08/09/23	LN-50190 FIG 20, LLC	436.00		20541
51170	08/09/23	LN-50190 FIG 20, LLC	439.71		20541
51171	08/09/23	LN-50202 RAVEN WALKER	92.61		20541
51172	08/09/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,811.67		20541
51173	08/09/23	LN-50230 FIG NJ19, LLC	384.00		20541
51174	08/09/23	LN-50230 FIG NJ19, LLC	3,450.10		20541
51175	08/09/23	LBH01 LB HONEY BADGER, SBMUNI%	604.69		20542
51176	08/09/23	LN-50190 FIG 20, LLC	25,414.29		20542
51177	08/09/23	LN-50230 FIG NJ19, LLC	3,290.58		20542
51178	08/11/23	LN-50190 FIG 20, LLC	425.63		20551
51179	08/11/23	LN-50190 FIG 20, LLC	1,388.52		20551
51180	08/11/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	5,369.73	08/11/23 VOID	20551 (Reason: incorrect amount)
51181	08/11/23	LN-50232 Gateway Development Group LLC	6,145.48		20552
51182	08/11/23	LN-50190 FIG 20, LLC	2,194.06		20554
51183	08/11/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	5,368.73		20554
51184	08/11/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	2,584.78		20554
51185	08/11/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	694.35		20554
51186	08/11/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,934.75		20554
51187	08/11/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	805.01		20554
51188	08/11/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	421.33		20554

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD 3RD PARTY 21 3rd Party Lienholders Account Continued					
51189	08/11/23	LN-50230 FIG NJ19, LLC	4,930.68		20554
51190	08/11/23	LN-50230 FIG NJ19, LLC	1,562.33		20554
51191	08/11/23	LN-50230 FIG NJ19, LLC	440.98		20554
51192	08/11/23	LN-50230 FIG NJ19, LLC	1,979.96		20554
51193	08/17/23	LN-50190 FIG 20, LLC	426.71		20558
51194	08/17/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,899.09		20558
51195	08/17/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	5,050.85		20558
51196	08/17/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,291.16		20558
51197	08/17/23	LN-50216 Real Portfolio 13, LLC	20,726.97		20558
51198	08/17/23	LN-50230 FIG NJ19, LLC	5,795.75		20558
51199	08/22/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	6,431.98		20569
51200	08/22/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	5,524.88		20569
51201	08/22/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,944.21		20569
51202	08/22/23	LN-40189 PINE VALLEY ONE REALESTATE LLC	43.00		20570
51203	08/22/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	1,640.43		20570
51204	08/22/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,755.36		20570
51205	08/22/23	LN-50230 FIG NJ19, LLC	4,117.99		20570
51206	08/23/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	4,130.85		20571

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	66	1	253,549.39	5,369.73
Direct Deposit:	0	0	0.00	0.00
Total:	66	1	253,549.39	5,369.73

TD ARP CORONA ARP Funds Coronavirus FR Acct.					
1036	08/01/23	SOU65 SOUTH JERSEY SOLUTIONS, LLC	63,957.39		20522
1037	08/04/23	CAM00 CAMDEN REPERTORY THEATER	17,400.00		20530

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	81,357.39	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	81,357.39	0.00

TD CDBG GRANT21 CDBG ACCOUNT					
25693	07/25/23	ENT03 THE ENTERPRISE CENTER	54,504.33	08/01/23	20511
25694	08/11/23	BAL18 BALANCED LIVING & WELLNESS LLC	600.00		20547
25695	08/11/23	THE11 THE BIG EVENT	1,430.62		20547
25696	08/11/23	WBM01 W B MASON CO, INC	637.18		20548 Direct Deposit
25697	08/11/23	THE11 THE BIG EVENT	2,749.38		20553
25698	08/18/23	FUNPL005 THE FUNPLEX	7,660.20		20559
25699	08/21/23	ALL09 CHRISTOPHER L. MICHAELIS	5,549.00		20566
25700	08/21/23	SHI03 SHI INTERNATIONAL CORP	577.27		20566
25701	08/21/23	HOM11 HOME DEPOT	659.91		20567 Direct Deposit
25702	08/21/23	WBM01 W B MASON CO, INC	182.26		20567 Direct Deposit

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	7	0	73,070.80	0.00
Direct Deposit:	3	0	1,479.35	0.00
Total:	10	0	74,550.15	0.00

TD ESCROW 2021 Escrow Account					
1783	07/28/23	REM02 REMINGTON & VERNICK ENGINEERS	71,489.73	07/31/23	20517

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
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TD ESCROW 2021 Escrow Account		Continued			
1784	08/04/23	DEM07	DEMBO, BROWN & BURNS LLP	2,640.00	20529
1785	08/04/23	REM02	REMINGTON & VERNICK ENGINEERS	0.00	08/04/23 VOID 0
1786	08/04/23	REM02	REMINGTON & VERNICK ENGINEERS	79,218.98	20529

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	3	1	153,348.71	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	1	153,348.71	0.00

TD ESG GRANT 21 ESG Account					
10245	08/11/23	BR096	RONALD BROWN	5,000.00	20546
10246	08/11/23	NIM04	NICOLE MARTIN	4,110.00	20546

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	9,110.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	9,110.00	0.00

TD GEN INS 21 Insurance Fund Account					
22961	07/28/23	DSI02	DSI MEDICAL SERVICES INC.	954.00	20516
22962	08/11/23	TTI01	TTI ENVIRONMENTAL, INC	500.00	20550
22963	08/18/23	CON24	CONCENTRA MEDICAL CENTER	980.00	20563
22964	08/18/23	DSI02	DSI MEDICAL SERVICES INC.	874.50	20563
22965	08/18/23	JRA01	JBER RISK ADVISORS, LLC	5,440.00	20563
22966	08/18/23	STA102	STATE OF NEW JERSEY	4,911.00	20563

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	6	0	13,659.50	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	6	0	13,659.50	0.00

TD HOME GRANT21 HOME Project Funds Account					
13362	08/07/23	STJ02	ST JOSEPH CARPENTER SOCIETY	134,416.80	08/08/23 20536

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	134,416.80	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	134,416.80	0.00

TD HOPWA GRNT21 Camden Housing Voucher Program					
14340	07/31/23	AAA05	AAA REALTY & MANAGEMENT, LLC	637.00	20521
14341	07/31/23	ABE01	ABED S ABED	739.00	20521
14342	07/31/23	ABE06	ZAYED S ABED	1,614.00	08/08/23 20521
14343	07/31/23	ATO01	AION FOX RIDGE LLC	1,815.00	08/07/23 20521
14344	07/31/23	ALE02	ALEXAR PROPERTIES, LLC	968.00	08/04/23 20521
14345	07/31/23	ALP05	ALPINE COURT APARTMENTS	1,182.00	08/07/23 20521
14346	07/31/23	ANG08	ANGELO ASSOCIATES, LLC	930.00	20521
14347	07/31/23	ANT01	ANTIOCH PHASE II	703.00	08/08/23 20521
14348	07/31/23	ANT10	ANTIOCH DEV. URBAN RENEWAL, LP	736.00	08/08/23 20521
14349	07/31/23	BCI01	B&C INVESTING	1,019.00	08/08/23 20521
14350	07/31/23	BNT01	BNTR MOUNT LAUREL PROPCO, LLC	778.00	20521
14351	07/31/23	CAS31	CASTLE OAKS APTS. LLC	362.00	08/08/23 20521
14352	07/31/23	CDW02	CHRIS D WILLIAMS	1,632.00	20521

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD HOPWA GRNT21		Camden Housing Voucher Program Continued			
14353	07/31/23	CED04 CEDAR BROOK NJ, LLC	1,050.00		20521
14354	07/31/23	CRO03 CROSSING AT GLASSBORO, LLC	892.00		20521
14355	07/31/23	DAV60 DAVENPORT VILLAGE	619.00		20521
14356	07/31/23	DEL56 DELANCO FAMILY APTS	674.00	08/04/23	20521
14357	07/31/23	DIO01 GENE DINA	1,110.00	08/07/23	20521
14358	07/31/23	EME14 GIBBSBORO LLC	3,039.00	08/07/23	20521
14359	07/31/23	FAT17 FAIRVIEW VILLAGE URBAN RENEWAL	355.00		20521
14360	07/31/23	FOX04 AION FOX RIDGE, LLC	1,011.00	08/07/23	20521
14361	07/31/23	GAB02 ELI GABAY	1,110.00	08/07/23	20521
14362	07/31/23	GAR54 VERENICE GARCIA	957.00	08/07/23	20521
14363	07/31/23	GAT05 GATEHOUSE & COOPERSTOWN APTS	714.00	08/08/23	20521
14364	07/31/23	GIB04 GIBBSBORO REALTY LLC	1,175.00	08/07/23	20521
14365	07/31/23	GRA65 GRACE PROPERTY SOLUTION	565.00		20521
14366	07/31/23	GRE49 GREEN GARDEN APARTMENT, LLC	772.00	08/07/23	20521
14367	07/31/23	GTM01 GTM VILLAGES, LLC	330.00	08/04/23	20521
14368	07/31/23	GUI09 ROBERT J GUILFOYLE	302.00	08/07/23	20521
14369	07/31/23	HOL49 HOLLYBUSH PRESERVATION	751.00		20521
14370	07/31/23	HPA01 HP ALTMAN AUTUMN RIDGE LLC	406.00	08/04/23	20521
14371	07/31/23	HUM05 LEON HUMPHREY	30.00		20521
14372	07/31/23	HYD05 EAST COAST HYDE PARK	1,624.00		20521
14373	07/31/23	JEN21 LAWRENCE AND GLENN JENTSCH	950.00		20521
14374	07/31/23	JEN22 GUSS T. JENKINS	75.00	08/07/23	20521
14375	07/31/23	KEL27 BARBARA KELLY	850.00		20521
14376	07/31/23	KIY01 MICHAEL KIYAGA	917.00	08/08/23	20521
14377	07/31/23	KRI04 KRIEGMAN & SMITH	966.00		20521
14378	07/31/23	LEW18 LEWIS INSEPCTIONS	335.00		20521
14379	07/31/23	LIN20 LINDENWOLD PH, LP	2,044.00		20521
14380	07/31/23	LUM03 LUMBERTON CAMPUS LP	491.00	08/07/23	20521
14381	07/31/23	MAR109 MARKET FAIR URBAN	996.00		20521
14382	07/31/23	NOR05 NORTH FORKLANDING ASSOCIATION	598.00		20521
14383	07/31/23	OAK04 OAK RIDGE APARTMENTS	1,637.00		20521
14384	07/31/23	PAR40 PARKVIEW HOLDINGS INVESTOR	1,042.00	08/07/23	20521
14385	07/31/23	REA16 REAL PORTFOLIO 8, LLC	256.00	08/04/23	20521
14386	07/31/23	ROB60 ROBIN HILL APARTMENTS	1,112.00	08/08/23	20521
14387	07/31/23	ROD69 LUIS RODRIGUEZ	109.00		20521
14388	07/31/23	ROS04 ROSS GROVE, LLC	160.00	08/08/23	20521
14389	07/31/23	SKR01 CHRISTINE SKROSKI	194.00	08/07/23	20521
14390	07/31/23	SPR09 1721 SPRINGDALE URBAN RENEWAL	1,010.00		20521
14391	07/31/23	TAM02 TAMARACK APARTMENTS, LLC	407.00		20521
14392	07/31/23	THE36 THE HEATHERS REALTY, LLC	729.00	08/08/23	20521
14393	07/31/23	TNJ01 TNJ PROPERTIES/PRESIDENTIAL	1,554.00	08/08/23	20521
14394	07/31/23	TUC03 RAYMOND TUCKER	816.00	08/07/23	20521
14395	07/31/23	VES04 VESTORS PROPERTIES	777.00		20521
14396	07/31/23	WHI08 WHITEGOLD INVESTMENTS LLL	144.00	08/04/23	20521
14397	07/31/23	WSA01 WS AFFORDABLE URBAN RENEWAL LL	553.00	08/07/23	20521
14398	08/07/23	WAS15 WASHINGTON PARK APTS LLC	1,514.00		20534
14399	08/07/23	WBM01 W B MASON CO, INC	414.68		20535 Direct Deposit
14400	08/11/23	MRI01 MRI SOFTWARE LLC	15,019.20		20545
14401	08/21/23	LEW18 LEWIS INSEPCTIONS	960.00		20568

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
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TD HOPWA GRNT21 Camden Housing Voucher Program Continued

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	61	0	66,816.20	0.00
Direct Deposit:	1	0	414.68	0.00
Total:	62	0	67,230.88	0.00

TD PAYROLL 21 Payroll Account

39865	08/04/23	CWA01 CWA LOCAL 1014	6,139.12		20532
39866	08/04/23	PRAFLACG AFLAC, Georgia	4,363.30		20532
39867	08/04/23	PRAFLACN AFLAC, New York	74.22		20532
39868	08/04/23	PRCAMDEN City of Camden	71,964.04		20532
39869	08/04/23	PRCOLINS Colonial Life Insurance	3,026.90		20532
39870	08/04/23	PRCOREBR Corebridge Financial (valic)	20,880.92		20532
39871	08/04/23	PRCWAPAC CWA Political Action Committee	65.00		20532
39872	08/04/23	PRF2578 Local #2578	3,173.30		20532
39873	08/04/23	PRF788 Local #788	5,790.63	08/04/23 VOID	20532 (Reason: correct address)
39874	08/04/23	PRF788H Local #788	2,685.00	08/04/23 VOID	20532 (Reason: wrong address)
39875	08/04/23	PRMET Metlife	470.46		20532
39876	08/04/23	PRNW Nationwide Retirement Solution	4,288.22		20532
39877	08/04/23	PRF788H Local #788	2,685.00		20532
39878	08/04/23	PRF788 Local #788	5,790.63		20532
39879	08/09/23	PRANDROD Andrew Rodgers	923.41		20540
39880	08/18/23	CWA01 CWA LOCAL 1014	5,932.68		20565
39881	08/18/23	CWA01 CWA LOCAL 1014	713.00		20565
39882	08/18/23	PR-BUFF Brotherhood United Fire Fight	1,414.36		20565
39883	08/18/23	PR-LPFFA Latino Prof Fire Fighters Assn	500.00		20565
39884	08/18/23	PRAFLACG AFLAC, Georgia	4,363.30		20565
39885	08/18/23	PRAFLACN AFLAC, New York	74.22		20565
39886	08/18/23	PRAFLACX AFLAC	83.28		20565
39887	08/18/23	PRCAMDEN City of Camden	72,011.60		20565
39888	08/18/23	PRCOLINS Colonial Life Insurance	3,026.90		20565
39889	08/18/23	PRCOLINS Colonial Life Insurance	82.16		20565
39890	08/18/23	PRCOREBR Corebridge Financial (valic)	20,880.92		20565
39891	08/18/23	PRCWAPAC CWA Political Action Committee	65.00		20565
39892	08/18/23	PRF2578 Local #2578	3,173.30		20565
39893	08/18/23	PRF788 Local #788	5,790.63		20565
39894	08/18/23	PRF788H Local #788	2,685.00		20565
39895	08/18/23	PRMET Metlife	470.46		20565
39896	08/18/23	PRNW Nationwide Retirement Solution	4,288.22		20565
39897	08/18/23	PRPFIC Police & Fire Insurance Co.	5,872.01		20565

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	31	2	255,271.56	8,475.63
Direct Deposit:	0	0	0.00	0.00
Total:	31	2	255,271.56	8,475.63

TD TRUST 21 Trust Other Account

3559	07/28/23	NJD20 NJ DEPT OF HLTH & SR SER.	57.00		20519
3560	08/18/23	NJD20 NJ DEPT OF HLTH & SR SER.	18.00		20562



Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD TRUST 21 Trust Other Account Continued					
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	2	0	75.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	2	0	75.00	0.00
TD WATER 21 water 1/1/21 4308903560					
8798	07/28/23	REM02 REMINGTON & VERNICK ENGINEERS	50,128.16	07/31/23	20515
8799	08/11/23	COR46 CORE TITLE LLC	992.91		20549
8800	08/11/23	VAC03 VAUGHN CARSTARPHEN	661.60		20549
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	3	0	51,782.67	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	3	0	51,782.67	0.00
TDGENERAL21 General Account					
140799	07/28/23	COM6224 COMCAST #6624 ISABEL MILLER	164.89	07/31/23	20518 Direct Deposit
140800	07/28/23	COM6404 COMCAST #6404 CRAMER HILL	116.85	07/31/23	20518 Direct Deposit
140801	07/28/23	COM7905 COMCAST #7905 ENGINE 11 FIRE	108.35	07/31/23	20518 Direct Deposit
140802	07/28/23	COM9135 COMCAST #9135 ENGINE 10 FIRE	153.35	07/31/23	20518 Direct Deposit
140803	07/28/23	COM9777 COMCAST #9777 FLEET	194.89	07/31/23	20518 Direct Deposit
140804	07/28/23	HOM15 HOMEWARD BOUND PET ADOPTION	111,500.01	07/31/23	20518 Direct Deposit
140805	07/28/23	HOM17 HOME DEPOT CREDIT SERVICES	139.85	07/31/23	20518 Direct Deposit
140806	07/28/23	REF01 REFEREE ELITE FEDERATION (REF)	2,000.00	07/31/23	20518 Direct Deposit
140807	07/28/23	WBM01 W B MASON CO, INC	1,584.08	07/31/23	20518 Direct Deposit
140808	07/28/23	ATT07 AT&T	9,791.22		20520
140809	07/28/23	AUB01 THE AUBREY GROUP, LLC	3,566.00		20520
140810	07/28/23	AVE01 JOHN E. AVERSA	989.40		20520
140811	07/28/23	BRO81 BROWN & CONNERY LLP	9,003.32		20520
140812	07/28/23	CAR01 CARTUN HARDWARE	193.03		20520
140813	07/28/23	CEN03 CENTER FOR FAMILY SERVICES	39,000.00		20520
140814	07/28/23	CRO22 RONALD CROWDER	1,810.80		20520
140815	07/28/23	DOU11 DOUBLETREE BY HILTON	306.00		20520
140816	07/28/23	FED14 FEDEX (OMEGA CORP CTR)	107.03		20520
140817	07/28/23	FIN09 LEONARD FINNEMEN	989.40		20520
140818	07/28/23	FRE05 GARY FREEMAN	1,978.20		20520
140819	07/28/23	GAL06 MICHAEL GALASSO	1,978.80		20520
140820	07/28/23	GAL18 WILLIAM GALLAGHER	1,978.80		20520
140821	07/28/23	GAR49 JERISE GARTEN	1,810.80		20520
140822	07/28/23	GFR03 JOSEPH R. GFRORER	1,978.20		20520
140823	07/28/23	GIL21 MICHAEL J. GILL	1,978.80		20520
140824	07/28/23	GIO03 MARIO GIORDANO	989.40		20520
140825	07/28/23	GLA36 MICHELE R GLASSMAN	4,420.80	07/31/23	20520
140826	07/28/23	GOR07 THOMAS P. GORCZYNSKI	1,906.80		20520
140827	07/28/23	GOU05 JOSEPH L. GOULD	1,978.80		20520
140828	07/28/23	GRA33 FERNANDO GRACIA	1,780.80		20520
140829	07/28/23	GRA46 MARK L. GRANSDEN, SR.	1,978.80	07/31/23	20520
140830	07/28/23	GRA53 PETER GRAULICH	1,978.80		20520
140831	07/28/23	GRE06 LORRAINE GREENE	1,978.80		20520
140832	07/28/23	GRE57 GREGORY GREEN	968.58		20520
140833	07/28/23	GRI02 ERNEST S. GRIBAUDO	1,978.80		20520
140834	07/28/23	GRY02 JOHN T. GRYCKIEWICZ	989.40		20520
140835	07/28/23	GUT01 MARINA GUTIERREZ	989.40		20520

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			
		Continued			
140836	07/28/23	HAN09 RICHARD E. HAND	1,978.80		20520
140837	07/28/23	HAN12 DOROTHY HANDY	989.40		20520
140838	07/28/23	HAR08 CORA L. HARPER	989.40		20520
140839	07/28/23	HAR09 DONALD R. HARRISON	989.40		20520
140840	07/28/23	HAR82 RICHARD B. HARRIS	2,275.80		20520
140841	07/28/23	HAR89 WAYNE HARTMAN	1,978.80		20520
140842	07/28/23	HAY05 EARL P. HAYES	941.40		20520
140843	07/28/23	HER30 THE HERTZ CORPORATION	9,837.25		20520
140844	07/28/23	HIL03 JAMES M HILLMAN	1,978.80		20520
140845	07/28/23	HOL10 CARMEN L. HOLMES	989.40	07/31/23	20520
140846	07/28/23	HOO03 LEONARD H. HOOGERWERFF	1,978.80		20520
140847	07/28/23	HOR18 JOHN HORNER SR.	1,978.80		20520
140848	07/28/23	HOR19 VALERIE M HORTA-MCDONNELL	1,978.80		20520
140849	07/28/23	HUS02 JAMES J. HUSTON, JR.	989.40		20520
140850	07/28/23	IEZ01 ANTHONY P. IEZZI	989.40		20520
140851	07/28/23	JAC25 CHARLES E JACKSON	1,978.80	07/31/23	20520
140852	07/28/23	JAN05 DONALD JANKIEWICZ	1,978.80		20520
140853	07/28/23	JEF13 BERNADETTE JEFFERSON	1,978.80		20520
140854	07/28/23	JEM03 LOUIS F JEMINEY	989.40		20520
140855	07/28/23	JOH12 ROBIN JOHNSON	989.40		20520
140856	07/28/23	JOH34 JAMES JOHNSTON	989.40		20520
140857	07/28/23	JOH44 BYRON C JOHNSON	989.40		20520
140858	07/28/23	JOH77 RICHARD E JOHNSON	1,978.80		20520
140859	07/28/23	JOH82 LINDA D JOHNSON	1,978.80	07/31/23	20520
140860	07/28/23	JON53 TERESITA JONES	1,978.80	07/31/23	20520
140861	07/28/23	KAM02 FODAY M KAMARA	1,978.80		20520
140862	07/28/23	KEA04 PATRICK J. KEATING	1,384.80		20520
140863	07/28/23	KEL31 PHYLLIS M. KELLY	1,978.80		20520
140864	07/28/23	KEO02 KENNETH J. KEOUGH, SR.	1,978.80		20520
140865	07/28/23	KER02 JOHN D. KERNAN DMD PA	27,376.50		20520
140866	07/28/23	KIF01 GEORGE KIFFERLY	1,864.80		20520
140867	07/28/23	KIL03 DENNIS G. KILLE	1,384.80		20520
140868	07/28/23	KLI01 DAVID E KLINSHAW	989.40	07/31/23	20520
140869	07/28/23	KON05 KONICA MINOLTA PREMIER FINANCE	4,104.35		20520
140870	07/28/23	KRA07 DAVID KRAUS	1,978.80	07/31/23	20520
140871	07/28/23	LAF01 ANTHONY LAFORTE	1,088.40		20520
140872	07/28/23	LEA04 CLIFFORD S LEARY	1,978.80		20520
140873	07/28/23	LEF01 CARMEN LEFWICH	1,813.90	07/31/23	20520
140874	07/28/23	LEM03 ROBERT T LEMAYSKI	989.40		20520
140875	07/28/23	LON13 JOHN LONG	989.40	07/31/23	20520
140876	07/28/23	NJD34 NJ DEPT OF COMMUNITY AFFAIRS	39,794.00		20520
140877	07/28/23	NJH01 NJHMFA	150.00		20520
140878	07/28/23	NOR41 NORTHSTAR VETS - MAPLE SHADE	220.05		20520
140879	07/28/23	OBE01 OBERMAYER REBMAN MAXWELL &	400.00		20520
140880	07/28/23	PEN07 PENNSAUKEN ANIMAL HOSPITAL	636.24		20520
140881	07/28/23	QUA15 QUADIENT, INC.	5,246.00		20520
140882	07/28/23	REV02 WILLIAM REVAITIS	3,956.40	07/31/23	20520
140883	07/28/23	ROS41 VIDA ROSIJI	989.40	07/31/23	20520
140884	07/28/23	RUM01 WILLIAM N RUMELL	1,978.80		20520
140885	07/28/23	SAN05 MARK SAUNDERS	731.77	07/31/23	20520
140886	07/28/23	SAN09 JOSE SANCHEZ	989.40		20520
140887	07/28/23	SAN85 ERNEST SANTONE	1,978.80		20520

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			Continued
140888	07/28/23	SAN86 CAROL SANDERS ADAMS	1,978.80		20520
140889	07/28/23	SAV11 NELSON L. SALVIDGE, JR.	2,769.60		20520
140890	07/28/23	SCA02 PATRICIA SCARDUZIO	989.40		20520
140891	07/28/23	SCA10 ROBERT SCARDUZIO	899.40		20520
140892	07/28/23	SCH12 SHIRLEY M. SCHMIDT	989.40	07/31/23	20520
140893	07/28/23	SCH29 GEORGEANN SCHRIEDER	989.40		20520
140894	07/28/23	SCH44 WILLIAM SCHUMACHER	1,978.80	07/31/23	20520
140895	07/28/23	SCH49 MICHAEL SCHLICHTIG	989.40	07/31/23	20520
140896	07/28/23	SCO05 ROBERT SCOULER	1,978.80		20520
140897	07/28/23	SKL02 STEPHEN B. SKLAR, SR.	971.40	07/31/23	20520
140898	07/28/23	SLE01 GEORGE R. SLEVIN	1,978.80		20520
140899	07/28/23	SMA04 MICHAEL SMARRITO	971.40		20520
140900	07/28/23	SMA09 ABRAHAM SMALLS	989.40	07/31/23	20520
140901	07/28/23	SMI01 LINDA SMITH	1,978.80		20520
140902	07/28/23	SPE20 WILLIAM L. SPELLER	989.40		20520
140903	07/28/23	SPE29 MICHAEL J SPECK	1,978.80		20520
140904	07/28/23	STI24 PHILIP C STINGER	989.40	07/31/23	20520
140905	07/28/23	SZA03 WALTER J. SZATKOWSKI	4,626.00	07/31/23	20520
140906	07/28/23	TAT07 RICHARD TATE	1,978.80		20520
140907	07/28/23	TET02 DOMINICK L. TETI	1,978.80		20520
140908	07/28/23	THEIN005 THE INQUIRER	118.81		20520
140909	07/28/23	TIP01 GEORGE C. TIPS	1,978.80		20520
140910	07/28/23	TRO14 RONALD A. TROUTMAN	1,978.80	07/31/23	20520
140911	07/28/23	TUR20 ROBERT A. TURNER	3,165.00		20520
140912	07/28/23	UND02 ARTHUR A UNDERWOOD	1,978.80		20520
140913	07/28/23	UPS04 FRANKLIN E. UPSHAW	1,978.80		20520
140914	07/28/23	VAN12 ROBERT W. VAN ISTENDAL	1,978.80	07/31/23	20520
140915	07/28/23	VER01 CARLOS VERA	1,978.80		20520
140916	07/28/23	VER21 LUIS VERA	1,978.80		20520
140917	07/28/23	VIA03 JEFFREY G VIALI	989.40		20520
140918	07/28/23	WER01 SAMUEL C. WERNTZ	1,978.80		20520
140919	07/28/23	WHI40 LESTER WHINNA	989.40		20520
140920	07/28/23	WIL105 ROBERT J. WILLIAMS	989.40		20520
140921	07/28/23	WIL47 ARCHIE WILLIAMS	1,978.20		20520
140922	07/28/23	WIT03 STANLEY WITKOWSKI	989.40	07/31/23	20520
140923	07/28/23	WOO15 CHARLES S. WOODWARD, JR.	1,978.80		20520
140924	07/28/23	WYS03 JOSEPH C WYSOCKI	1,978.80		20520
140925	07/28/23	YEA03 KATHLEEN M. YEAGER	1,088.40		20520
140926	07/28/23	YEA04 CHRISTOPHER YEAGER	1,978.80		20520
140927	08/01/23	MES03 JULIAN MESA	133.23		20523
140928	08/01/23	COU01 COURIER POST	165.45		20524
140929	08/04/23	AMA08 AMAZON CAPITAL SERVICES, INC.	686.98		20527
140930	08/04/23	AND01 ANDREW VIOLA, ESQ	250.00		20527
140931	08/04/23	ATT02 LANGUAGE LINE SERVICES	8.50		20527
140932	08/04/23	ATT08 A T & T MOBILITY	4,809.72		20527
140933	08/04/23	ATT09 AT&T CORP	16.49		20527
140934	08/04/23	AUB01 THE AUBREY GROUP, LLC	1,535.00		20527
140935	08/04/23	AUT07 ACCU WASH	627.00		20527
140936	08/04/23	BEL02 VERIZON	119.37		20527
140937	08/04/23	BER34 CHUCK E BERNARD	595.62		20527
140938	08/04/23	BIF01 BIFF DUNCAN ASSOCIATES, INC.	821.10		20527
140939	08/04/23	CAR01 CARTUN HARDWARE	893.20		20527

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
TDGENERAL21		General Account		
		Continued		
140940	08/04/23	CEN03 CENTER FOR FAMILY SERVICES	29,250.00	20527
140941	08/04/23	CHE03 CHERRY VALLEY TRACTOR	704.31	20527
140942	08/04/23	COU101 COUNTY OF CAMDEN	11,000.00	20527
140943	08/04/23	DEF10 DEFEO ASSOCIATES	2,451.25	20527
140944	08/04/23	DEM07 DEMBO, BROWN & BURNS LLP	4,000.00	20527
140945	08/04/23	ENL01 ENLIGHTENMENT EMPOWERING	3,500.00	20527
140946	08/04/23	GOO12 TIREHUB, LLC	11,099.52	20527
140947	08/04/23	HAR02 HARRY'S PLUMBING L.L.C.	2,020.65	20527
140948	08/04/23	HAR04 THE ORIGINAL W. HARGROVE	6,300.00	20527
140949	08/04/23	IKO02 RICOH USA, INC	109.00	20527
140950	08/04/23	IND01 INDEPENDENT ANIMAL CARE SRV	20,515.00	20527
140951	08/04/23	JJM01 JJM PLUMBING COMPANY	135.00	20527
140952	08/04/23	KOC01 CHARLES J KOCHER	6,330.00	20527
140953	08/04/23	LAS06 DANIEL LASKOWSKI	1,978.80	20527
140954	08/04/23	LAT06 RONALD LATTANZIO	989.40	20527
140955	08/04/23	LIN18 LINE SYSTEMS, INC. DBA	6,335.42	20527
140956	08/04/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	6,024.37	20527
140957	08/04/23	LN50103 Zion Investments Group, LLC	27,751.47	20527
140958	08/04/23	LOG01 ANTHONY J LOGANDRO	989.40	20527
140959	08/04/23	LUC04 CARLOS LUCIANO	1,978.80	20527
140960	08/04/23	MAP03 MAPLE LEAF LAWN CARE, INC	21,590.00	20527
140961	08/04/23	MCC27 KRISDEN M MCCRINK	350.00	20527
140962	08/04/23	MCC44 HOWARD MCCOACH, PC	6,496.60	20527
140963	08/04/23	MCM03 MCMANIMON & SCOTLAND, LLC	1,200.00	20527
140964	08/04/23	MUN36 MUNICIPAL EMERGENCY SERVICES	7,756.75	20527
140965	08/04/23	NJA06 NEW JERSEY AMERICAN WATER CO	512.35	20527
140966	08/04/23	NJD02 NJ ADVANCE MEDIA, LLC	140.42	20527
140967	08/04/23	OLS03 JOSEPH G. OLSEN	1,978.80	20527
140968	08/04/23	ORZ01 THOMAS ORZECZOWSKI	1,978.80	20527
140969	08/04/23	PAN09 PANERA, LLC	309.26	20527
140970	08/04/23	PAR07 PARA-PLUS TRANSLATIONS, INC	280.82	20527
140971	08/04/23	PEM02 PEMBERTON SUPPLY COMPANY LLC	378.34	20527
140972	08/04/23	PEN31 PENNONI ASSOCIATES, INC	2,360.00	20527
140973	08/04/23	PEN38 KENNETH L. PENN	1,384.80	20527
140974	08/04/23	PHI37 JOHNNIE R PHILLIPS	989.40	20527
140975	08/04/23	POV02 MARVIN POVEDA	65.00	20527
140976	08/04/23	PSE01 PSEG	60,149.50	20527
140977	08/04/23	QLPOV005 JOSE POVEDA	1,978.80	20527
140978	08/04/23	REG02 REGINE A ERVIN, CCR	861.45	20527
140979	08/04/23	RIC24 WAYNE RICHARDSON	989.40	20527
140980	08/04/23	ROD49 ORLANDO RODRIGUEZ	1,978.80	20527
140981	08/04/23	ROL09 JUAN ROLDAN	1,978.80	20527
140982	08/04/23	ROO03 FRANCIS X. ROONEY	989.40	20527
140983	08/04/23	ROT10 JOSEPH ROTCHFORD	1,978.80	20527
140984	08/04/23	RUB05 JOSEPH RUBINO	1,978.80	20527
140985	08/04/23	RUD01 ALLEN RUDDEROW, III	1,978.80	20527
140986	08/04/23	SAN36 RAYNALDO SANTIAGO	989.40	20527
140987	08/04/23	SHE20 CAMDEN COUNTY SHERIFF	9,750.99	20527
140988	08/04/23	SIS03 TYREECE L SISCO	1,356.00	20527
140989	08/04/23	SMART005 Smart Stitch LLC	21,335.94	20527
140990	08/04/23	SPE06 PAUL SPEAS	989.40	20527
140991	08/04/23	SPE07 SPEED PRO IMAGING	820.00	20527

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			
		Continued			
140992	08/04/23	SPO08 SPOK	6.25		20527
140993	08/04/23	STI22 JOHN D. STINSMAN	1,978.80		20527
140994	08/04/23	SUR09 SURETY TITLE COMPANY, LLC	1,580.00		20527
140995	08/04/23	TAY06 TAYLOR COMMUNICATIONS, INC.	8,600.00		20527
140996	08/04/23	THE03 THE TREE HOUSE, INC	2,442.59		20527
140997	08/04/23	TIM05 TIME CLOCK SALES & SERVICE CO.	287.50		20527
140998	08/04/23	TRE50 TREASURER STATE OF NEW JERSEY	3,460.00		20527
140999	08/04/23	VER09 VERIZON SELECT SERVICES, INC.	459.17		20527
141000	08/04/23	WES06 WEST MARINE PRODUCTS, INC.	661.94		20527
141001	08/04/23	XER01 XEROX CORPORATION	1,641.48		20527
141002	08/04/23	COM35 COMCAST BUSINESS SERVICES --	122.83		20528 Direct Deposit
141003	08/04/23	COR36 CORE MECHANICAL, INC.	8,864.71		20528 Direct Deposit
141004	08/04/23	DRE07 DREW & ROGERS INC	240.70		20528 Direct Deposit
141005	08/04/23	GAR13 GARDEN STATE MAT RENTAL	61.94		20528 Direct Deposit
141006	08/04/23	HOM11 HOME DEPOT	7,819.40		20528 Direct Deposit
141007	08/04/23	HOM15 HOMEWARD BOUND PET ADOPTION	11,680.00		20528 Direct Deposit
141008	08/04/23	HOM17 HOME DEPOT CREDIT SERVICES	925.44		20528 Direct Deposit
141009	08/04/23	MCC46 MCCLOSKEY MECHANICAL	520.80	08/07/23 VOID	20528 Direct Deposit
141010	08/04/23	ROB12 ROBINSON WASTE DISPOSAL SVS	1,520.00		20528 Direct Deposit
141011	08/04/23	WBM01 W B MASON CO, INC	2,023.98		20528 Direct Deposit
141012	08/04/23	WIN02 WINZINGER, INC	47,000.00		20528 Direct Deposit
141013	08/08/23	MCC46 MCCLOSKEY MECHANICAL	520.80		20538 Direct Deposit
141014	08/11/23	AA02 A & A GLASS	325.00		20543
141015	08/11/23	AME01 AMERICAN ASPHALT	6,975.07		20543
141016	08/11/23	ANC18 ANCHOR IT	9,790.00		20543
141017	08/11/23	AUB01 THE AUBREY GROUP, LLC	900.00		20543
141018	08/11/23	AUT07 ACCU WASH	484.00		20543
141019	08/11/23	BER35 JOSE BERRIOS, DEPUTY CHIEF	150.00		20543
141020	08/11/23	BIG03 BIG TRUCK RENTAL, LLC	25,500.00		20543
141021	08/11/23	BLE03 THE BLEZNAK ORGANIZATION	29,825.48		20543
141022	08/11/23	BOW15 BOWMAN INSPECTION LLC	4,500.00		20543
141023	08/11/23	CAM07 CAMDEN BOARD OF EDUCATION	3,708,347.00	08/11/23 VOID	20543 (Reason: Wire payment)
141024	08/11/23	CAM12 CAMDEN COUNTY CLERK'S OFFICE	3,887.00		20543
141025	08/11/23	CAM122 CAMDEN SPECIAL SVS DISTRICT	1,735,554.81		20543
141026	08/11/23	CAR01 CARTUN HARDWARE	388.26		20543
141027	08/11/23	CARME005 CARMEN DELIA MOLINA	989.40		20543
141028	08/11/23	CCM01 C C M U A	27,094.34		20543
141029	08/11/23	CON02 CONTRACTOR SERVICE	1,206.75		20543
141030	08/11/23	CON53 CONNER STRONG & BUCKELEW, INC.	8,333.33		20543
141031	08/11/23	COO12 COOPER UNIVERSITY HEALTH CARE	7,095.60		20543
141032	08/11/23	COR48 CORELOGIC	1,855.22		20543
141033	08/11/23	COU11 GANNET MEDIA CORP	155.61		20543
141034	08/11/23	DSE01 DIVAL SAFETY EQUIPMENT	663.05		20543
141035	08/11/23	EDM03 Edmunds GovTech	2,550.00		20543
141036	08/11/23	ENG01 ENGINEERING HYDRAULICS	407.42		20543
141037	08/11/23	EPP01 VERONICA BLEDSOE-EPPS	989.40		20543
141038	08/11/23	FON04 FRANKIE FONTANEZ, ESQ	11,666.66		20543
141039	08/11/23	GAR55 GARDEN STATE LABORATORIES	3,395.00		20543
141040	08/11/23	HAD01 H A DEHART & SON	5,423.08		20543
141041	08/11/23	HAL12 HALL FIRE RMS, LLC	652.50		20543
141042	08/11/23	HER31 HERBERT, ROWLAND & GRUBIC, INC	6,078.50		20543
141043	08/11/23	HOW07 FRANK HOWARD	1,978.80		20543

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			Continued
141044	08/11/23	INTEG005 Integrity Title	626.83		20543
141045	08/11/23	IPD01 INSTITUTE FOR PROFESSIONAL DEV	50.00		20543
141046	08/11/23	JCF01 JOHNSON'S CORNER FARM	1,377.00		20543
141047	08/11/23	KEE03 DENNIS E. KEEGAN	3,660.60		20543
141048	08/11/23	KER02 JOHN D. KERNAN DMD PA	27,344.50		20543
141049	08/11/23	KOW03 RONALD C. KOWALSKI	1,978.80		20543
141050	08/11/23	KUR03 JOHN KURTYAN	8,050.80		20543
141051	08/11/23	LES06 JOSEPH LESNIEWSKI	989.40		20543
141052	08/11/23	LIB08 LUCY LIBRIZZI	989.40		20543
141053	08/11/23	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	834.41		20543
141054	08/11/23	LN-40289 A. WASHINGTON	48.89		20543
141055	08/11/23	LN-50204 PRO CAP 8 FBO Firstrust Bank	69.85		20543
141056	08/11/23	LN-50219 Tyreece Sisco	10,266.81		20543
141057	08/11/23	LN-50223 April Oneal	6,502.64		20543
141058	08/11/23	LUZNG005 LUZ N GONZALEZ	989.40		20543
141059	08/11/23	MAR121 RICHARD M MARNIN	989.40		20543
141060	08/11/23	MAR58 MONSERRATE MARTINEZ	989.40		20543
141061	08/11/23	MAS24 RAYMOND MASSI	2,769.60		20543
141062	08/11/23	MAT05 PAUL MATYJASIK	989.40		20543
141063	08/11/23	MCC44 HOWARD MCCOACH,PC	6,907.60	08/14/23 VOID	20543 (Reason: Wrong Amount)
141064	08/11/23	MCM04 JAMES J. McMASTER	989.40		20543
141065	08/11/23	MIK03 MIKE'S BETTER SHOES	84.99		20543
141066	08/11/23	MIL12 VINCENT L. MILLER	1,978.80		20543
141067	08/11/23	MIL27 JOHN F. MILLS	1,978.80		20543
141068	08/11/23	MIL40 OSCAR MILBOURNE	1,978.80		20543
141069	08/11/23	MIX02 DELORES MIXON	989.40		20543
141070	08/11/23	MON06 ARNOLD P. MONAHAN, JR.	1,978.80		20543
141071	08/11/23	MOO26 JANET MOORE	989.40		20543
141072	08/11/23	MOR75 RONALD J MORENO	986.58		20543
141073	08/11/23	MUR23 RAYMOND MURPHY	989.40		20543
141074	08/11/23	MUZ01 LOUIS A MUZYCZEK	989.40		20543
141075	08/11/23	NEI08 RONALD G NEILING	1,978.80		20543
141076	08/11/23	NEW46 ERNEST A. NEWKIRK	947.40		20543
141077	08/11/23	NHP01 NATIONAL HIGHWAY PRODUCTS	442.50		20543
141078	08/11/23	NIC11 JOHN NICHOLSON	1,961.45		20543
141079	08/11/23	NJA06 NEW JERSEY AMERICAN WATER CO	23,207.89		20543
141080	08/11/23	ODE01 WILLIAM O'DENNIS	1,948.80		20543
141081	08/11/23	ODE02 ROBERT M. ODELL	1,978.80		20543
141082	08/11/23	OLS04 WILLIAM E OLSON JR	4,025.40		20543
141083	08/11/23	ORT22 FELIX ORTA	989.40		20543
141084	08/11/23	PAC05 ALFONSO PACIOCCO	989.40		20543
141085	08/11/23	PAR10 JOHN A. PARADISO	989.40		20543
141086	08/11/23	PAV04 THOMAS M PAVLOW	4,025.40		20543
141087	08/11/23	PEN31 PENNONI ASSOCIATES, INC	4,005.00		20543
141088	08/11/23	PER10 RUBEN PEREZ	989.40		20543
141089	08/11/23	PER49 PURA PEREZ	989.40		20543
141090	08/11/23	PHO09 PHOENIX ADVISORS LLC	1,568.75		20543
141091	08/11/23	PIC08 JAMES PICKUP	1,978.80		20543
141092	08/11/23	PIE02 FRANK E. PIECH	1,978.80		20543
141093	08/11/23	PRI52 PRITCHARD INDUSTRIES, LLC	2,140.00		20543
141094	08/11/23	PRO39 THOMAS M. PROSINSKI	1,978.80		20543
141095	08/11/23	PSE01 PSEG	193,451.79		20543

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			
		Continued			
141096	08/11/23	RIV20 JOSEPH RIVERA	1,978.80		20543
141097	08/11/23	RIV59 JUAN A. RIVERA	1,978.80		20543
141098	08/11/23	ROM16 MAGDA ROMERO	989.40		20543
141099	08/11/23	RYA10 JAMES G RYAN	768.00		20543
141100	08/11/23	SAF19 SAFE & SOUND STEWARDS, LLC	6,500.00		20543
141101	08/11/23	TOW01 TOWNSHIP OF PENNSAUKEN	333.69		20543
141102	08/11/23	TRE50 TREASURER STATE OF NEW JERSEY	840.00		20543
141103	08/11/23	TRI39 TRI COUNTY TERMITE & PEST	6,115.31		20543
141104	08/11/23	UNI21 UNITY COMMUNITY CENTER OF SJ	1,200.00		20543
141105	08/11/23	WIL117 GILBERT L WILSON	3,165.00		20543
141106	08/11/23	WIR03 WIRELESS ELECTRONICS, INC	1,230.00		20543
141107	08/11/23	COM1148 Comcast #1148 Public Works	269.89		20544 Direct Deposit
141108	08/11/23	COM7626 COMCAST #7626 KAIGH AVE FIRE	113.35		20544 Direct Deposit
141109	08/11/23	COM7997 COMCAST #7997 FIRE ADMIN.	264.89		20544 Direct Deposit
141110	08/11/23	COM8038 COMCAST #8038 PARK & OPEN SPAC	116.85		20544 Direct Deposit
141111	08/11/23	COR36 CORE MECHANICAL, INC.	3,824.13		20544 Direct Deposit
141112	08/11/23	GAR13 GARDEN STATE MAT RENTAL	61.94		20544 Direct Deposit
141113	08/11/23	HOM11 HOME DEPOT	3,560.40		20544 Direct Deposit
141114	08/11/23	KON05 KONICA MINOLTA PREMIER FINANCE	2,611.18		20544 Direct Deposit
141115	08/11/23	PAA01 PAA CONSULTINGLLC DBA SOMA SEC	32,436.00	08/15/23 VOID	20544 Direct Deposit (Reason: ACH Return)
141116	08/11/23	TDK01 TDK SYSTEMS GROUP, INC	6,914.20		20544 Direct Deposit
141117	08/11/23	WBM01 W B MASON CO, INC	1,404.46		20544 Direct Deposit
141118	08/15/23	MCC44 HOWARD MCCOACH,PC	6,507.60		20557
141119	08/18/23	AMA08 AMAZON CAPITAL SERVICES, INC.	139.93		20560
141120	08/18/23	BAR60 BARTON CARPET & FLOOR COVERING	6,970.53		20560
141121	08/18/23	BUC09 BUCKMAN'S INC	2,629.56		20560
141122	08/18/23	CAR01 CARTUN HARDWARE	369.32		20560
141123	08/18/23	CAR94 CARLIN, WARD, ASH & HEIART LLC	770.00		20560
141124	08/18/23	CCM01 C C M U A	65,175.21		20560
141125	08/18/23	COU01 COURIER POST	6,783.37		20560
141126	08/18/23	DEC01 DECOTIIS,FITZPATRICK & COLE	2,944.50		20560
141127	08/18/23	EDS08 EXTRA DUTY SOLUTIONS	1,325.97		20560
141128	08/18/23	FED14 FEDEX (OMEGA CORP CTR)	201.57		20560
141129	08/18/23	FIR37 FIRST STUDENT, INC	7,115.00		20560
141130	08/18/23	HAL12 HALL FIRE RMS, LLC	1,338.75		20560
141131	08/18/23	INT14 INTERNATIONAL ASSOC. OF FIRE-	500.16		20560
141132	08/18/23	INT15 INTERNATIONAL ASSOC OF FIRE-	1,427.54		20560
141133	08/18/23	JJM01 JJM PLUMBING COMPANY	818.00		20560
141134	08/18/23	JSR01 JSR GENERATOR SERVICES, LLC	2,020.00		20560
141135	08/18/23	KLR01 KLR FIRE SERVICES, INC	1,375.00		20560
141136	08/18/23	LEX01 LEXIS NEXIS	744.00		20560
141137	08/18/23	MAJ02 MAJESTIC OIL CO, INC	29,062.09		20560
141138	08/18/23	MAR129 JUAN MARTINEZ	989.40		20560
141139	08/18/23	MAR97 RICHARD B. MARTER	1,978.80		20560
141140	08/18/23	MAZ09 FRANK MAZZA & SON	2,130.00		20560
141141	08/18/23	MCC54 JOYCE E MCCRAY	989.40		20560
141142	08/18/23	MCC55 MORRIS A MCCORMICK	1,978.80		20560
141143	08/18/23	MCD07 ANDREA N MCDONALD	989.40		20560
141144	08/18/23	MIC08 EDWARD V. MICHALAK, JR.	989.40		20560
141145	08/18/23	MIK03 MIKE'S BETTER SHOES	395.00		20560
141146	08/18/23	MOU01 RICHARD A. MOUNTNEY	1,978.80		20560
141147	08/18/23	MOU07 MOUNT LAUREL ANIMAL HOSPITAL	400.00		20560

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21		General Account			Continued
141148	08/18/23	MUN36 MUNICIPAL EMERGENCY SERVICES	5,900.00		20560
141149	08/18/23	MUR24 MARTIN MURRAY	1,978.80		20560
141150	08/18/23	MUR25 GREGORY J MURPHY	1,961.45		20560
141151	08/18/23	NEL11 ROBERT W. NELSON	1,978.80		20560
141152	08/18/23	NOR41 NORTHSTAR VETS - MAPLE SHADE	235.80		20560
141153	08/18/23	PAC07 PACER SERVICE CENTER	33.90		20560
141154	08/18/23	PEN07 PENNSAUKEN ANIMAL HOSPITAL	0.00	08/18/23 VOID	0
141155	08/18/23	PEN07 PENNSAUKEN ANIMAL HOSPITAL	8,665.00		20560
141156	08/18/23	PETER005 PETER F. MCHUGH	1,978.80		20560
141157	08/18/23	PRI52 PRITCHARD INDUSTRIES, LLC	1,300.00		20560
141158	08/18/23	REG02 REGINE A ERVIN, CCR	3,968.23		20560
141159	08/18/23	REM02 REMINGTON & VERNICK ENGINEERS	122,410.54		20560
141160	08/18/23	SHA31 RALPH J. SHAW	845.40		20560
141161	08/18/23	SHI03 SHI INTERNATIONAL CORP	109.07		20560
141162	08/18/23	SOU02 SOUTH CAMDEN IRON WORKS	813.21		20560
141163	08/18/23	STA96 TREASURER, STATE OF NJ	127.76		20560
141164	08/18/23	SUB11 SUBURBAN CONSULTING ENGINEERS	356.50		20560
141165	08/18/23	TCTANJ TAX COLLECT & TREASUR ASSN NJ	860.00		20560
141166	08/18/23	UNI02 A-1 UNIFORM CITY, INC	1,498.00		20560
141167	08/18/23	VIT09 VITAL RECORDS HOLDING, LLC	259.72		20560
141168	08/18/23	ZEI04 CHARLES ZEIGLER	989.40		20560
141169	08/18/23	UNK01 UNKNOWN VENDOR	1,202.78	08/18/23 VOID	20560 (Reason: wrong vendor)
141170	08/18/23	BIF01 BIFF DUNCAN ASSOCIATES, INC.	4,839.85		20561 Direct Deposit
141171	08/18/23	COM3757 COMCAST #3757 MLK JR. COMM.	116.85		20561 Direct Deposit
141172	08/18/23	COM5853 COMCAST #5853 N CAMDEN COMM	254.89		20561 Direct Deposit
141173	08/18/23	COM7634 COMCAST #7634 BROADWAY COMM	156.85		20561 Direct Deposit
141174	08/18/23	COM8493 COMCAST #8493 BROADWAY LIBERTY	156.85		20561 Direct Deposit
141175	08/18/23	COM9670 COMCAST #9670 MAYOR'S OFFICE	135.05		20561 Direct Deposit
141176	08/18/23	COM9812 COMCAST #9812 27 FEDERAL ST	113.35		20561 Direct Deposit
141177	08/18/23	COM9853 COMCAST #9853 MALANDRA HALL	116.85		20561 Direct Deposit
141178	08/18/23	GRA36 GRAINGER, INC.	1,575.02		20561 Direct Deposit
141179	08/18/23	HER30 THE HERTZ CORPORATION	1,329.76		20561 Direct Deposit
141180	08/18/23	HOM11 HOME DEPOT	260.20		20561 Direct Deposit
141181	08/18/23	HOM17 HOME DEPOT CREDIT SERVICES	54.98		20561 Direct Deposit
141182	08/18/23	KON05 KONICA MINOLTA PREMIER FINANCE	506.75		20561 Direct Deposit
141183	08/18/23	PAX02 PAX MUNDUS ENTERPRISES LLC	153,100.50		20561 Direct Deposit
141184	08/18/23	TDK01 TDK SYSTEMS GROUP, INC	1,094.39		20561 Direct Deposit
141185	08/18/23	WBM01 W B MASON CO, INC	729.60		20561 Direct Deposit
141186	08/18/23	TDB03 TD Bank - P Card	1,202.78		20564 Direct Deposit

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	335	4	3,220,466.89	3,716,457.38
Direct Deposit:	47	2	381,627.88	32,956.80
Total:	382	6	3,602,094.77	3,749,414.18

WIRES	WIRES	Amount Paid	Ref Num
920226	08/02/23 AET01 AETNA	2,456,818.81	20525
80323	08/03/23 USP04 U.S. POSTAL SERVICE	30,000.00	20539
920227	08/07/23 AET01 AETNA	3,796.00	20537
920228	08/07/23 TDB01 TD BANK, NA	174,944.72	20555
920229	08/11/23 CAM07 CAMDEN BOARD OF EDUCATION	3,708,347.00	20556



Check #	Check Date	Vendor	Amount Paid		Reconciled/Void Ref Num																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">WIRES</td> <td style="width: 15%;">WIRES</td> <td colspan="4" style="text-align: center;">Continued</td> </tr> <tr> <td>Checking Account Totals</td> <td></td> <td style="text-align: right;"><u>Paid</u></td> <td style="text-align: right;"><u>Void</u></td> <td style="text-align: right;"><u>Amount Paid</u></td> <td style="text-align: right;"><u>Amount Void</u></td> </tr> <tr> <td></td> <td>Checks:</td> <td style="text-align: right;">5</td> <td style="text-align: right;">0</td> <td style="text-align: right;">6,373,906.53</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td></td> <td>Direct Deposit:</td> <td style="text-align: right;"><u>0</u></td> <td style="text-align: right;"><u>0</u></td> <td style="text-align: right;"><u>0.00</u></td> <td style="text-align: right;"><u>0.00</u></td> </tr> <tr> <td></td> <td>Total:</td> <td style="text-align: right;"><u>5</u></td> <td style="text-align: right;"><u>0</u></td> <td style="text-align: right;"><u>6,373,906.53</u></td> <td style="text-align: right;"><u>0.00</u></td> </tr> </table>						WIRES	WIRES	Continued				Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		Checks:	5	0	6,373,906.53	0.00		Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>		Total:	<u>5</u>	<u>0</u>	<u>6,373,906.53</u>	<u>0.00</u>
WIRES	WIRES	Continued																																	
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<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Report Totals</td> <td></td> <td style="text-align: right;"><u>Paid</u></td> <td style="text-align: right;"><u>Void</u></td> <td style="text-align: right;"><u>Amount Paid</u></td> <td style="text-align: right;"><u>Amount Void</u></td> </tr> <tr> <td></td> <td>Checks:</td> <td style="text-align: right;">524</td> <td style="text-align: right;">8</td> <td style="text-align: right;">10,686,831.44</td> <td style="text-align: right;">3,730,302.74</td> </tr> <tr> <td></td> <td>Direct Deposit:</td> <td style="text-align: right;"><u>51</u></td> <td style="text-align: right;"><u>2</u></td> <td style="text-align: right;"><u>383,521.91</u></td> <td style="text-align: right;"><u>32,956.80</u></td> </tr> <tr> <td></td> <td>Total:</td> <td style="text-align: right;"><u>575</u></td> <td style="text-align: right;"><u>10</u></td> <td style="text-align: right;"><u>11,070,353.35</u></td> <td style="text-align: right;"><u>3,763,259.54</u></td> </tr> </table>						Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		Checks:	524	8	10,686,831.44	3,730,302.74		Direct Deposit:	<u>51</u>	<u>2</u>	<u>383,521.91</u>	<u>32,956.80</u>		Total:	<u>575</u>	<u>10</u>	<u>11,070,353.35</u>	<u>3,763,259.54</u>						
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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	2-01	202,729.25	0.00	0.00	202,729.25
Current Fund	3-01	9,358,243.95	55,336.49	0.00	9,413,580.44
Water Operating Fund	3-05	0.00	1,412.13	0.00	1,412.13
Sewer Operating Fund	3-07	174,944.72	242.38	0.00	175,187.10
Payroll	3-10	255,271.56	0.00	0.00	255,271.56
Insurance Trusts Fund	3-13	13,659.50	0.00	0.00	13,659.50
Trust - TTL Redemption	3-15	253,549.39	0.00	0.00	253,549.39
Trust - Animal Control	3-32	75.00	0.00	0.00	75.00
Year Total:		10,055,744.12	56,991.00	0.00	10,112,735.12
	B-CV	55,164.24	0.00	0.00	55,164.24
General Capital Fund	C-04	153,100.50	0.00	0.00	153,100.50
Sewer Capital Fund	C-08	50,128.16	0.00	0.00	50,128.16
Year Total:		203,228.66	0.00	0.00	203,228.66
	E-CV	5,000.00	0.00	0.00	5,000.00
Federal-State Grant Fund	G-02	97,674.10	0.00	0.00	97,674.10
	G-20	13,559.68	0.00	0.00	13,559.68
	G-21	1,770.00	0.00	0.00	1,770.00
	G-BG	19,385.91	0.00	0.00	19,385.91
	G-ES	4,110.00	0.00	0.00	4,110.00
	G-HM	134,416.80	0.00	0.00	134,416.80
	G-HP	67,230.88	0.00	0.00	67,230.88
Year Total:		338,147.37	0.00	0.00	338,147.37
Total of All Funds:		10,860,013.64	56,991.00	0.00	10,917,004.64

Project Description	Project No.	Project Total
Zhi Song Ng	0408I761	90.24
Branch Village Assoc Phase IV	0408I858	1,127.98
KIPP Cooper Lanning @ Sumner	0408I866	10,125.40
PSE&G New State Street Substat	0408I892	13,423.70
PSE&G Woodlynne Substation	0408I899	5,726.29
CRAMER HILL FAMILY BLK823	0408I903	3,445.99
CRAMER HILL SENIOR URBAN RENEW	0408I904	625.72
CRAMER HILL FAMILY BLK856	0408I905	9,023.34
CRAMER HILL FAMILY URBAN RENEW	0408I906	50,470.40
PSE&G M&R STATION	0408I910	1,569.18
DEV GHANSHYAM, LLC	0408I912	4,228.14
CP THORN & COPEWOOD, LLC	0408I914	28,821.42
PLANKTON ENERGY, LLC	0408I920	1,221.44
TOWER NORTH DEVELOPMENT, LLC	0408I921	175.24
PENNSAUKEN QOZ SELF STORAGE LL	0408I927	32.50
MIGUEL'S PHARMACY	0408I930	1,987.98
Matrix Admiral Wilson Develop	0408P909	5,150.00
MAYTAV BUS COMPANY, INC	0408P925	102.50
VIRTUA OUR LADY OF LOURDES	0408P926	50.00
PENNSAUKEN QOZ SELF STORAGE LL	0408P927	400.00
BRANCH VILLAGE HME OWNERSHIP	0408P929	2,550.00
CAMDEN'S CHARTER SCHOOL NETWRK	0408P936	3,850.00
NORTHGATE PRESERVATION URBAN	0408P939	3,000.00
VIRTUA OLOL TRASH COMPACTOR	0408P940	100.00
HADDON PROPERTY GROUP, LLC	0408P945	550.00
PATRICK J. KELLY DRUMS, INC	0408P946	500.00
PBCIP 1454-1460 Haddon Avenue	0408P947	2,361.25

Project Description	Project No.	Project Total
Cooper Lanning Sq Ren School	14421	2,640.00
Total of All Projects:		<u>153,348.71</u>




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

VICTOR CARSTARPHEN  
MAYOR

0-2  
GERALD C. SENESKI  
DIRECTOR OF FINANCE  
TEL: 856-757-7582  
EMAIL: FINANCE@CI.CAMDEN.NJ.US  
WEBSITE: WWW.CI.CAMDEN.NJ.US

**MEMORANDUM**

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

From: Gerald Seneski, Director of Finance 

Date: August 24, 2023

Subject: Payroll Register Summary Communications for Forthcoming City  
Council Meeting- September 12, 2023

Attached, please find the Payroll Register Summary for the City of Camden for the pay periods of 8/04/2023 and 8/18/2023 . 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

RECEIVED  
2023 AUG 29 AM 7:57  
CITY OF CAMDEN, NJ

COMPANY TOTAL		HOURS		EARNINGS		STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS		NET PAY					
COMPANY CODE															
EXE		9,887.92	REG	1,595,037.23	REG	37,826.49	O/T	160,492.64	FIT	275.00	16	1&1/2	785	Pays	103,973.94
		.00	O/T	1,162.50	EARNINGS 3	120,768.92	EARNINGS 4	54,988.41	SS	9,306.70-	D	DOCK T	191.44	H	HOLIDY
		2,257.50	HOURS 4	1,290.42	EARNINGS 5	1,756,085.56	GROSS	24,352.85	MED	550.00	R	COLLEG	525.00	T	AUTO
				190.29	CMP COMP	1,000.00	OCC ONCALL	65,961.07	STATE	90,401.61	15	ST/OT	19,024.03	16	1&1/2
				193.75	D	DCRPER	10.81	2,300.19	SUI	1,290.42	2TL				
				65,954.16	56	NJ	6.91	1,044.79	56	NJ	FLI				
				2,300.19	56	NJ	SUI	1,044.79	56	NJ	FLI				
				73.78	B	BKDCRP	4,063.22	219.68	E	BKPEN			3,366.68	I	C.INS.
				1,272.15	K	BKPN	42.96	77,307.98	P	PENS.			51,507.54	Q	PENS.
				1,749.71	S	DCRP	186,633.71	61,241.36	V				20,609.00	W	
				24,526.96	1	LOAN	26,258.18	2,948.06	CO	COLTAX			271.92	13	VALIC
				684.60	19	AFLAC	2,440.78	83.28	29	AF10MO			536,486.01	31	
				92,935.29	32		64,182.33	713.00	34	PARK			72.00	35	WGFEF
				3,173.30	42	L.2578	5,790.63	1,414.36	44	BUFF			4,199.91	45	CNC.10
				500.00	53	LPFFA.	2,685.00	65.00	57	P.A.C.			5,872.01	66	
				848.50	68	BANK	2,324.42	511.56	73	GARN			10.00	74	GARN
				9,155.41	75	CHILD	2,666.62	880.37	77	CHILD			539.24	78	CHILD
				1,348.11	79	WAGES	1,953.78	32,943.28	BN1				3,477.35	BN2	
				3,239.62	BN3		4,072.19	535.00	BN6				20,475.00	BN9	
				78.84	COL	COLLIF	82.16	10,433.67	CPL	COUPLE			28,383.32	FAM	FAMILY
				225.00	NWR	NWRoth	16,365.28	16,829.33	SIN	SINGLE			470.46	VPL	VOLLIF
				450.00	45C	CWASTG	1,282.77	45S	CWAFUL						

HOURS ANALYSIS:  
 EARNINGS ANALYSIS:  
 MEMO ANALYSIS:  
 STATUTORY DED. ANALYSIS:  
 VOLUNTARY DED. ANALYSIS:

HOURS ANALYSIS:		EARNINGS ANALYSIS:		MEMO ANALYSIS:		STATUTORY DED. ANALYSIS:		VOLUNTARY DED. ANALYSIS:	
52.50	10	SUSQUA	1,930.00	15	ST/OT	275.00	16	1&1/2	
1,235.30	A	ACT.ST	83.30-	C	CLOTH	9,306.70-	D	DOCK T	
12,635.11	K	SICK	2,928.39	M	ADJUST	550.00	R	COLLEG	
619.00	V	VAC.	2,021.25	10	SUSQUA	90,401.61	15	ST/OT	
190.29	CMP	COMP	1,000.00	OCC	ONCALL	1,290.42	2TL		
193.75	D	DCRPER	10.81	G	G.T.L.	3,375.32-	I	G.T.L.	
65,954.16	56	NJ	6.91	59	PA				1,464,275.77
2,300.19	56	NJ	1,044.79	56	NJ	FLI			
73.78	B	BKDCRP	4,063.22	D	ANUTY.				
1,272.15	K	BKPN	42.96	O					
1,749.71	S	DCRP	186,633.71	U					
24,526.96	1	LOAN	26,258.18	3	LOAN				
684.60	19	AFLAC	2,440.78	25	AFLAC				
92,935.29	32		64,182.33	33					
3,173.30	42	L.2578	5,790.63	43	LOC.78				
500.00	53	LPFFA.	2,685.00	56	HOUSE				
848.50	68	BANK	2,324.42	69	GARSH				
9,155.41	75	CHILD	2,666.62	76	CHILD				
1,348.11	79	WAGES	1,953.78	ADD	ADD				
3,239.62	BN3		4,072.19	BN5					
78.84	COL	COLLIF	82.16	CO1	CO10MO				
225.00	NWR	NWRoth	16,365.28	PCH	PARENT				
450.00	45C	CWASTG	1,282.77	45S	CWAFUL				

© 1996 Automatic Data Processing, Inc.

COMPANY TOTAL		HOURS		EARNINGS		STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS		NET PAY	
EXE											
9,883.00	REG	43.00	10	SUSQUA	2,410.00	15	ST/OT	182,637.14	FIT	1,339,321.00	TOTAL DEDUCTIONS
16.00	O/T	951.63	A	ACT-ST	92.50	C	CLOTH	55,634.66	SS	699	Pays
.00	HOURS 3	1,430.20	L	L LONGV	508.68	M	ADJUST	24,416.18	MED	108,395.46	
2,453.00	HOURS 4	112,741.06	15	ST/OT	1,710.21	CMP	COMP	66,635.17	STATE		
		137.50	D	DCRPER	11.16	G	G.T.L.	2,397.40	SUI		
		66,600.63	56	NJ	34.54	59	PA	1,047.42	FLI		
		2,397.40	56	NJ	1,047.42	56	NJ				
		4,063.22	D	ANUTY.	219.68	E	BKPEN	3,355.13	I	C-INS.	
		42.96	O		77,971.53	P	PENS.	51,326.85	Q	PENS.	
		192,281.01	U		60,788.69	V		20,609.00	W		
		26,258.32	3	LOAN	551.55	5	ARRS.	65.26	6	INS AR	
		2,948.06	CO	COLTAX	271.92	13	VALIC	684.60	19	AFLAC	
		535,735.37	31		95,701.95	32		62,168.96	33		
		70.00	35	WGFE	3,173.30	42	L-2578	5,790.63	43	LOC.78	
		2,685.00	56	HOUSE	65.00	57	P.A.C.	848.50	68	BANK	
		595.97	73	GARN	9,426.46	75	CHILD	2,666.87	76	CHILD	
		551.03	78	CHILD	1,358.68	79	WAGE\$	1,953.78	ADD	ADD	
		2,623.26	BN2		4,403.86	BN3		3,120.82	BN5		
		20,414.00	BN9		78.84	COL	COLLIF	10,983.32	CPL	COUPLE	
		225.00	NWR	NWRoth	16,532.21	PCH	PARENT	16,645.10	SIN	SINGLE	
		1,267.77	45S	CWAFUL				27,803.41	FAM	FAMILY	
								470.46	VPL	VOLLIF	

HOURS ANALYSIS:  
 EARNINGS ANALYSIS:  
 MEMO ANALYSIS:  
 STATUTORY DED. ANALYSIS:  
 VOLUNTARY DED. ANALYSIS:

STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS		NET PAY	
182,637.14	FIT	1,339,321.00	TOTAL DEDUCTIONS	699	Pays
55,634.66	SS			108,395.46	
24,416.18	MED				
66,635.17	STATE				
2,397.40	SUI				
1,047.42	FLI				
5,827.87-	D DOCK T	350.00	G LIC		
13,846.32	V VAC.	1,655.50	10 SUSQUA		
1,000.00	OCC ONCALL	1,290.42	2TL		
3,355.13-	I G.T.L.	1,468,655.30	P		
3,355.13	I C-INS.	1,308.87	K BKPEN		
51,326.85	Q PENS.	1,559.39	S DCRP		
20,609.00	W	24,709.59	1 LOAN		
65.26	6 INS AR	1,511.90	8 PENARR		
684.60	19 AFLAC	2,440.78	25 AFLAC		
62,168.96	33	713.00	34 PARK		
5,790.63	43 LOC.78	4,158.35	45 CNC.10		
848.50	68 BANK	1,833.89	69 GARSH		
2,666.87	76 CHILD	882.16	77 CHILD		
1,953.78	ADD ADD	30,860.74	BN1		
3,120.82	BN5	535.00	BN6		
10,983.32	CPL COUPLE	27,803.41	FAM FAMILY		
16,645.10	SIN SINGLE	470.46	VPL VOLLIF		

**CITY OF CAMDEN**  
 Company Code: EXE

**ADP** Labor Distribution  
 Company Totals

# *Old Business*



05-1

DB:dh  
07-11-23

**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

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

DB:yrh  
9-12-23

0-1

**ORDINANCE AUTHORIZING THE REMOVAL OF DEED RESTRICTIONS AND REVERSIONARY LANGUAGE ON 415-417 EMERALD STREET, BLOCK 480, LOT 38**

**WHEREAS**, the City of Camden transferred City owned property known as 415-417 Emerald Street, Block 480, Lot 38 to Camden Redevelopment Agency dated July 17, 2006 and recorded on July 20, 2006 in the Camden County Clerk's office in Deed Book 08266, page 0762&c; and

**WHEREAS**, Camden Redevelopment Agency 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 developed and sold for homeownership; 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: September 12, 2023

The above has been reviewed  
and approved as to form.

  
DANIEL BLACKBURN  
City Attorney

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

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

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



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: SEPTEMBER 12, 2023

TO: City Council  
FROM: DANIEL BLACKBURN-CITY ATTORNEY

**TITLE OF ORDINANCE/RESOLUTION: ORDINANCE AUTHROIZING THE REMOVAL OF DEED RESTRICTIONS AND REVERSIONARY LANGUAGE ON 415-417 EMERALD STREET, BLOCK 480, LOT 38.**

Point of Contact:	Yolanda Hawkins	Bureau of City Properties	856-757-7125
	Name	Department-Division- Bureau	Phone Email

## ENDORSEMENTS

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

Approved by:  
Business Administrator

8/29/23  
Date

Attachments (list and attach all available):

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

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

Received by:  
City Attorney

SEP 1 2023

Signature Date

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

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

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** ORDINANCE AUTHROIZING THE REMOVAL OF DEED RESTRICTIONS AND REVERSIONARY LANGUAGE ON 415-417 EMERALD STREET, BLOCK 480, LOT 38.

**FACTS/BACKGROUND:**

- CAMDEN REDEVELOPMENT AGENCY IS THE CURRENT OWNER OF SAID PARCEL. CRA IS REQUESTING THE REMOVAL OF SAID RESTRICTIONS AND RE-ENTRY LANGUAGE IN ORDER TO MOVE FORWARD WITH THE SALE OF THEIR PARCEL.

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

- N/A

**IMPACT STATEMENT:**

- N/A

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- OLIVETTE SIMPSON, CAMDEN REDEVELOPMENT AGENCY
- YOLANDA HAWKINS, REAL ESTATE OFFICER

**COORDINATION:**

- N/A

**Prepared by:**

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Name

Phone/Email

DB:yrh  
09-12-23

0-2

**ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN  
THE CITY OF CAMDEN AND PSE&G**

**WHEREAS**, the City of Camden is the owner of the premises described as Block 237, Lots 62, 64, 69, 76-80, 82, 84 & 117, Camden, New Jersey; and

**WHEREAS**, the City of Camden desires to enter into lease agreement with PSE&G for the consideration of One Thousand Dollars (\$1000.00) per month; and

**WHEREAS**, N.J.S.A.40A:12-14 (c) and N.J.S.A. 40A:12-15(i) and (j) the City may lease municipal property to a non-profit entity for certain enumerated public purposes, including (i) any activity for the promotion of the health, safety, morals and general welfare of the community; and (ii) the cultivation or use of vacant land for gardening or recreational purposes; and

**WHEREAS**, the City of Camden wishes to lease the above lots for purpose of staging equipment and materials. The City believes it's in its best interest to lease to tenant PSE&G who is working in conjunction with the City of Camden on the Locust Street project; and

**BE IT ORDAINED**, by the City Council of the City of Camden that:

**SECTION 1.** The proper officers of the City of Camden are hereby authorized to lease the vacant lots for the term of two (2) years dating from January 2025 to January 2027.

**SECTION 2.** The lots will be used as staging space and to secure equipment.

**SECTION 3.** The proper officers of the City of Camden are hereby authorized to execute all documents necessary for the lease.

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


**SECTION 5.** PSE&G shall defend, indemnify and hold harmless the City of Camden, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability arising out of or in any way connected with the City's acts or omissions in connections with this agreement.

**SECTION 6.** 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: September 12, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL BLACKBURN  
City Attorney

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

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

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



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: SEPTEMBER 12, 2023

TO: City Council  
FROM: DANIEL BLACKBURN-CITY ATTORNEY

**TITLE OF ORDINANCE/RESOLUTION: ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF CAMDEN AND PSE&G.**

Point of Contact:	Yolanda Hawkins	Bureau of City Properties	856-757-7125
	Name	Department-Division-Bureau	Phone Email

## ENDORSEMENTS

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

Approved by:  
Business Administrator

Signature

Date

8/29/23

Attachments (list and attach all available):

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

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

Received by:  
City Attorney

Signature

Date

SEP 1 2023

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

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



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF CAMDEN AND PSE&G.**

**FACTS/BACKGROUND:**

- PSE&G WILL BE USING CITY LOTS FOR STAGING EQUIPMENT AND MATERIALS FOR THE LOCUST STREET PROJECT.

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

- N/A

**IMPACT STATEMENT:**

- PSE&G IS WORKING ON THE FERC VIOLATION PROJECT.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- JOY SCHULEIN, PSE&G
- YOLANDA HAWKINS, REAL ESTATE OFFICER

**COORDINATION:**

- N/A

**Prepared by:**

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Name

Phone/Email

DB:dh  
09-12-23

0-3

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

WHEREAS, Lucille B. Danford Floyd, 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 811 Walnut Street; and

WHEREAS, Alonda Byrd 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 1511 Princess Avenue; and

WHEREAS, Nilsida J. Gomez 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 1035 Beideman Avenue; and

WHEREAS, Nelson Colon, Jr. 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 1132 N 33<sup>rd</sup> Street; and

WHEREAS, Pamela Mulero, 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 602 N 7<sup>th</sup> Street; and

WHEREAS, Ana Y. Martinez-Rivera, 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 829 Olive Street; and

WHEREAS, Mirta I. Vargas, 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 2563 Baird Blvd.; and

WHEREAS, Carlos Santos, upon providing the appropriate proof that he is the holder of the required specifications, seeks to have personalized signage accessible parking as a Type #2 permit in front of or near his home at 2813 High Street; and

WHEREAS, Freddy Brawn, upon providing the appropriate proof that he is the holder of the required specifications, seeks to have personalized signage accessible parking as a Type #2 permit in front of or near his home at 725 Berkley Street; now, therefore

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

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

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

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

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

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

SECTION 6. This ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

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

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Date of Introduction: September 12, 2023

The above has been reviewed  
and approved as to form.



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DANIEL S. BLACKBURN  
City Attorney

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ANGEL FUENTES  
President, City Council

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VICTOR CARSTARPHEN  
Mayor

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



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM


COUNCIL MEETING DATE: SEPTEMBER 12, 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	Y		8/24/23	
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance				

Approved by:  
Business Administrator

  
Signature

  
Date

Attachments:

1. Disabled Parking Approvals Submission – September 12, 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

SEP 1 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](mailto:anjohnst@ci.camden.nj.us)

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Name

Phone/Email



INDIVIDUALS WITH DISABILITIES  
HANDICAPPED PARKING ZONE APPROVALS  
Submitted for City Council Meeting of: September 12, 2023

APPLICANT	ADDRESS	FEE PAID	PLACARD #/ PLATE #	PERMIT TYPE
1. Lucille B. Danford Floyd	811 Walnut St	120.00	P2511445	TYPE 1
2. Alonda Byrd	1511 Princess Ave	120.00	P2265496	TYPE 1
3. Nilsida J. Gomez	1035 Beideman Ave	120.00	P2697766	TYPE 1
4. Nelson Colon Jr	1132 N 33rd St	120.00	P2674683	TYPE 1
5. Pamela Mulero	602 N 7th St	145.00	8338HH	TYPE 2
6. Ana Y. Martinez-Rivera	829 Olive St	145.00	6652HJ	TYPE 2
7. Mirta I. Vargas	2563 Baird Blvd	145.00	8631HJ	TYPE 2
8. Carlos Santos	2813 High St	145.00	HX9366	TYPE 2
9. Freddy Brawn	725 Berkley St	65.00	4639HH	TYPE 2

DB:sde  
09-12-23

0-4

**ORDINANCE TO REQUIRE INSPECTIONS FOR LEAD-BASED PAINT IN  
RESIDENTIAL RENTAL DWELLINGS TO CONFORM TO NEW JERSEY STATE LAW**

**WHEREAS**, the State of New Jersey enacted to P.L. 2021, c.182 (N.J.S.A. 52:27D-437.16 *et seq.*) ("Act"), which requires municipalities to inspect every single-family, two-family, and multiple dwelling rental units for lead-based paint hazards, by July 22, 2024 or at tenant turnover, whichever is earlier; and

**WHEREAS**, the purpose of the Act is to prevent the poisoning of residents by requiring that the presence of lead-based paint in interior and exterior structures built before 1978, be identified and correctly addressed by reducing and controlling lead-based paint hazards in order to prevent human exposure to such hazards; and

**WHEREAS**, it is in the best interests of the residents of the City of Camden, to amend the Municipal Code to require inspections for lead-based paint in residential rental dwellings in order to conform to and ensure compliance with New Jersey State law; now therefore

**BE IT RESOLVED**, by the City Council of the City of Camden, that:

**SECTION 1.** Chapter 450 which is entitled, "Housing Standards" is amended by adding thereto, a new section entitled "Lead-Based Paint Inspections", which shall read as follows:

**SECTION \_\_\_\_**

**LEAD-BASED PAINT INSPECTIONS**

**§MC-450-\_\_\_. Findings**

- (a) Lead poisoning poses a serious public health threat to children and adults in the City of Camden, N.J.S.A 52:27D-437.
- (b) According to the New Jersey Department of Health's Lead Screening Database, in the City of Camden, at least three (3) percent of children tested, who are six (6) years of age or younger, have a blood lead level greater than or equal to five (5) µg/dl, therefore all lead-based paint hazards must test through a dust wipe sampling.
- (c) Even a small amount of lead can cause elevated blood lead levels resulting in serious and irreversible developmental damage, particularly in children under the age of six (6) years.
- (d) Exposure to lead hazards from deteriorated lead-based paint is a primary cause of elevated blood lead levels in humans.
- (e) Structures built before 1978 are the most likely to contain lead-based paint hazards.
- (f) Residential properties are more likely than are nonresidential properties to be a source of exposure to lead-based paint hazards by children.
- (g) Children living in older, poorly maintained homes are disproportionately at risk for lead-based paint hazards.
- (h) The exposure to lead-based paint hazards in the City of Camden is most common, and presents the most serious risk, to young children residing in rental housing built before 1978. Approximately 80 percent of lead poisoning cases in New Jersey are

caused by exposure to lead-based paint in homes built before 1978, which affects our low-income families the most.

(i) It is essential to the overall public health of persons in the City of Camden and particularly for children younger than six (6) years of age, that they be protected from exposure to lead-based paint hazards.

#### **§MC- 450- \_\_\_\_ . Definitions**

For the purposes of this Section, the following words and terms shall have the meanings set forth below, in accordance with N.J.S.A. 52:27D-437.6 and N.J.A.C. 5:28A-1.1 *et seq.*:

#### **DUST WIPE SAMPLING**

A sample collected by wiping a representative surface and tested, in accordance with a method approved by the United States Department of Housing and Urban Development (HUD) and as conducted pursuant to N.J.A.C. 5:28A-2.3.

#### **DWELLING**

A building containing a room or rooms, suite, apartment, unit, or space that is rented and occupied, or intended to be rented and occupied, for sleeping and dwelling purposes by one (1) or more persons.

#### **DWELLING UNIT**

A unit within a building that is rented and occupied, or intended to be rented and occupied, for sleeping and dwelling purposes by one (1) or more persons.

#### **MULTIPLE DWELLING**

Any building or structure and any land appurtenant thereto, and any portion thereof, in which three (3) or more dwelling units are occupied or intended to be occupied by three (3) or more persons living independently of each other. "Multiple dwelling" also means any group of 10 or more buildings on a single parcel of land or on contiguous parcels under common ownership, in each of which two (2) dwelling units are occupied, or intended to be occupied, by two (2) persons or households living independently of each other, and any land appurtenant thereto, and any portion thereof. "Multiple dwelling" does not include those buildings and structures that are excluded pursuant to N.J.S.A. 55:13A-3(k).

#### **PERIODIC LEAD-BASED PAINT INSPECTION**

The initial inspection of all applicable dwelling units at the earlier of two (2) years from the effective date of P.L. 2021, c. 182, July 22, 2022, or tenant turnover and, thereafter, the earlier of three (3) years or upon tenant turnover, consistent with N.J.A.C. 5:28A-2.1, for the purposes of identifying lead-based paint hazards in dwellings subject to this Ordinance.

#### **HOUSING INSPECTOR**

The City of Camden Housing Inspector or designee, or any code enforcement inspector appointed by the City of Camden pursuant to N.J.S.A 40:48-2.3 *et seq.*, or any other statutory authorization to perform inspections of any building.

#### **INTERIM CONTROLS**

A set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs, or the term as it is defined pursuant to 42 U.S.C. § 4851b and the regulations adopted pursuant thereto.

#### **LEAD ABATEMENT**

A set of measures designed to permanently eliminate lead-based paint hazards, in accordance with the standards established by the Commissioner of the New Jersey Department of Community Affairs.



**LEAD ABATEMENT CONTRACTOR**

A firm certified by the New Jersey Department of Community Affairs to perform remediation through lead abatement or interim control work pursuant to N.J.A.C. 5:17.

**LEAD ABATEMENT WORKER**

An individual certified by the New Jersey Department of Health to perform lead abatement or interim control work pursuant to N.J.A.C. 8:62.

**LEAD-BASED HAZARD CONTROL METHODS**

Interim controls, as defined above.

**LEAD-BASED PAINT**

Paint or other surface coating material that contains lead in excess of 1.0 milligrams per centimeter squared or in excess of 0.5 percent by weight, or such other level, as may be established by Federal law.

**LEAD-BASED PAINT HAZARD**

Any condition that causes exposure to lead from lead-contaminated dust or lead-contaminated paint that is deteriorated or present on surfaces that would result in adverse human health effects.

**LEAD EVALUATION CONTRACTOR**

A person certified by the New Jersey Department of Community Affairs to perform lead inspection and risk assessment work pursuant to N.J.A.C. 5:17-5.1. This includes the ability to perform dust wipe sampling.

**LEAD INSPECTOR/RISK ASSESSOR**

An individual certified by the New Jersey Department of Health to perform lead inspection and risk assessment work pursuant to N.J.A.C. 8:62. This includes the ability to perform dust wipe sampling.

**LEAD-FREE CERTIFICATON**

The certificate issued in accordance with N.J.A.C. 5:17, which states that there no lead-based paint, or that the dwelling has undergone lead abatement, in accordance with N.J.A.C. 5:17.

**LEAD-SAFE CERTIFICATION**

The certification issued in accordance with N.J.A.C. 5:28-2.4, which confirms that a periodic lead-based paint inspection was performed and no lead-based paint hazards were found. This certification is valid for two (2) years from the date of issuance.

**LEAD-FREE**

A dwelling that has been certified to have no lead-based paint or has undergone lead abatement, in accordance with N.J.A.C. 5-17.

**LEAD SAFE**

A dwelling which has been found to have no outstanding lead-based paint hazards. It does not mean that the dwelling has been certified to be lead free.

**MULTIPLE DWELLING**

Any building or structure and land appurtenant thereto, and any portion thereof, in which three (3) or more dwelling units are occupied or intended to be occupied by three (3) or more persons living independently of each other. "Multiple Dwelling" also means any group of 10 or more buildings on a single parcel of land or on contiguous parcels under common ownership, in each of which two (2) dwelling units are occupied, or intended to be occupied, by two (2) persons or households living independently of each other, and any land appurtenant thereto, and any portion thereof. "Multiple Dwelling" does not include those buildings and structures that are excluded pursuant to N.J.S.A. 55:13A-3(k).

### **PERIODIC LEAD-BASED PAINT INSPECTION**

Pursuant to N.J.A.C. 5:28A-2.1, the initial inspection of all applicable dwelling units for the purpose of identifying lead-based paint hazards in the dwelling units, at the earlier of two (2) years from the effective date of P.L. 2021, c.182, July 22, 2022, or tenant turnover and thereafter every three years or upon tenant turnover, which is earlier;

### **REMEDICATION**

Interim controls or lead abatement work undertaken in conformance with this Section to address lead-based paint hazards.

### **TENANT TURNOVER**

The time at which all existing occupants vacate a dwelling unit and all new tenants move into the dwelling unit or the time at which a new tenant enter a vacant dwelling unit.

### **VISUAL ASSESSMENT**

A visual examination for deteriorated paint or visible surface dust, debris, or residue, and as conducted pursuant to N.J.A.C. 5:28A-2.3.

### **§MC 450- \_\_\_\_ Inspections for Lead-Based Paint**

(a) **Inspections Authorized.** A City Official, primarily the City's Housing Inspector or the City's retained Lead Evaluation Contractor or a certified Lead Evaluation Contractor hired by the Rental Dwelling Owner shall be authorized and empowered to inspect all single family, two-family or multiple dwelling rental units in the City of Camden for lead-based paint hazards, N.J.S.A. 52:27D-437.6 and N.J.A.C. 5:28A-1.1.

(b) In accordance with N.J.S.A. 52:27D-437.16(c), certain single-family, two-family or multiple dwelling rental units shall not be subject to inspection and evaluation for the presence of lead-based paint hazards, if the unit:

(1) was constructed during or after 1978;

(2) is a single-family or two-family seasonal rental dwelling unit that is rented for less than six (6) months duration each year by tenants that do not have consecutive lease renewals;

(3) has been certified to be free of lead-based paint, pursuant to N.J.A.C. 5:17;

(4) is a multiple dwelling that was constructed prior to 1978 and has been registered with the N.J. Department of Community Affairs as a multiple dwelling for at least ten (10) years, either under the current or a previous owner, and has either:

a. no outstanding lead-based paint violations from the most recent cyclical inspection performed on the multiple dwelling under the "Hotel and Multiple Dwelling Law." P.L. 1967, c. 76 (N.J.S.A. 55:13A-1 *et seq.*); or

b. a current certificate of inspection issued by the N.J. Department of Community Affairs, Bureau of Housing Inspection; or

c. an open inspection with no violations for lead-based paint hazard;

(5) has a valid Lead-Safe Certification issued pursuant N.J.A.C. 5:28A-2.4. Lead-Safe Certifications are valid for two (2) years from the date of issuance.

(c) **Timing of Inspection:**

1. The Initial inspection of all single-family, two-family and multiple dwelling rental units' subject to this section shall take place upon Tenant Turnover or no later than July 22, 2024, whichever is earlier.

2. After the initial inspection, all such rental dwelling units shall be inspected for lead-based paint hazards each time there is Tenant Turnover, or at least once every three (3) years, whichever is earlier. However, if the landlord has a valid lead-safe certification, under N.J.A.C. 5:28A-2.4, the dwelling unit will not need to be inspected.
3. Each subsequent periodic lead-based paint inspection shall be counted from the most recent inspection which resulted in a valid lead-safe certification.

(d) Every Inspection for which the landlord, tenant, owner or agent has failed to provide access for the Inspection, shall be deemed a Failed Inspection.

(e) **Cancelation of Inspection.** Scheduled inspections or re-inspections may be canceled by the Department of Code Enforcement, if the completed Application and Fees have not been received by the City at least twenty-four (24) hours prior to the scheduled inspection, or on the last working day prior to the scheduled inspection. If the owner, landlord and/or agent cancels the inspection at the last minute, a no-show fee will be imposed.

(f) **Option for Inspection by the Owner's Certified Lead Evaluation Contractor.** A dwelling unit owner or landlord may opt, instead, to directly hire a licensed lead evaluation contractor who is certified, to conduct periodic lead-based paint inspections to satisfy the requirements of this Ordinance, N.J.S.A. 52:27D-437.16 and N.J.A.C. 5:28A-1.1 *et seq.* The Owner will provide the City with a copy of the Lead-Safe Certificate and pursuant to N.J.A.C. 5:28-2.2, pay a \$20.00 Fee which will be deposited in the New Jersey Lead Hazard Control Assistance Fund.

(g) Notwithstanding the option specified in paragraph f, the City retains the authority to conduct inspections or investigations of landlords or owners that directly hire Lead Evaluation Contractors to ensure that periodic lead-based paint hazard inspections are being performed in accordance with this chapter, where:

- (i) the owner previously opted to hire a lead evaluation contractor to perform the periodic lead-based paint inspection and failed to have the inspection completed; or
- (ii) the City determines there is a conflict of interest between the owner and their lead-evaluation contractor of choice.

(h) If no lead-based paint hazards are identified, then the dwelling will be certified as Lead-Safe on a form prescribed by the New Jersey Department of Community Affairs and supply a copy of the Lead-Safe Certification to the landlord, owner and/or agent of the dwelling. If lead-based paint hazards are identified, the City will follow the procedures specified below in §MC-450-\_\_\_, which is entitled Remediation.

(i) If a lead-based paint hazard is identified in an inspection of one (1) of the rental dwelling units in a building consisting of two- or three-dwelling units, then in accordance with N.J.S.A 52:27D-437.16g(3), the remaining dwelling units shall be inspected, unless those units have been certified to be free of lead-based paint,

(j) The Lead-Safe Certification shall be valid for two (2) years from the date of issuance, unless during the two-year certification period, a Lead Evaluation Contractor, Lead Inspector/Risk Assessor, or a local health department or public agency conducts an independent inspection or risk assessment and determines that there is a lead-based paint hazard, in which case, the certification shall become invalid.

(k) Whenever any dwelling unit is scheduled for a tenant turnover, the then-current landlord, owner and/or agent shall provide written notice to the Department of Code

Enforcement, no later than fifteen (15) calendar days prior to the scheduled date of tenant turnover, that an inspection is needed and pay all applicable and required Inspection

**§MC-450- \_\_\_\_ . Fees for Inspection**

- (1) The fee for a dust wipe sampling inspection shall be based on the City's actual cost and may vary based on the square footage and number of bedrooms in a rental unit.
- (2) In accordance with N.J.S.A. 52:27D-437.16(h), an additional fee of \$20.00 per dwelling unit shall be assessed for the purpose of the Lead Hazard Control Assistance Act, unless the owner demonstrates that the New Jersey Department of Community Affairs has already assessed the additional inspection fee of \$20.00. The fees collected pursuant to this subsection shall be deposited into New Jersey's Lead Hazard Control Assistance Fund, established pursuant to N.J.S.A. 52:27D-437.4.
- (3) In a common-interest community, any inspection fee charged pursuant to this subsection shall be the responsibility of the unit owner and not the homeowner's association, unless the homeowner's association is the owner of the unit.

**§MC-450- \_\_\_\_ . Use of Dust Wiping or Visual Assessment Method**

(a) At the time of enactment of P.L. 2021, c. 182 (N.J.S.A. 52:27D-437.16), the New Jersey Department of Community Affairs identified the City of Camden as a municipality in which at least three (3) percent of children tested, six (6) years of age or younger, have blood lead level greater than or equal to five (5) µg/dL according to the central lead screening database maintained by the New Jersey Department of Health pursuant to section 5 of P.L. 1995 c.328(C.26:2-137.6) then the City of Camden shall inspect for lead-based paint hazards through dust wipe sampling.

(b) If, in the future, the New Jersey Department of Community Affairs designates the City of Camden as a Municipality in which less than three (3) percent of children tested, six (6) years of age or younger, have a blood lead greater than or equal to five (5) µg/dL, then inspection required by this Section shall be performed through a visual assessment.

**§MC-450- \_\_\_\_ . Remediation**

(a) If lead-based paint hazards are identified, the Department of Code Enforcement, or Lead Evaluation Contractor, shall notify the New Jersey Department of Community Affairs, Division of Local Government Services, who will review the findings in accordance with section 8 of the "Lead Hazard Control Assistance Act," P.L. 2003, c.311 (C.52:27D-437.8).

(b) The owner, landlord, and/or agent of the dwelling shall remediate the lead-based paint hazard using lead abatement or interim controls. The owner shall choose the appropriate remediation mechanism.

(c) Interim Controls shall be performed, in accordance with the requirements of HUD at 42 U.S.C. §4851b and detailed within HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.

(d) Abatement work shall be performed in accordance with the requirements of the Lead Hazard Evaluation and Abatement Regulations, N.J.A.C. 5:17.

(e) Any relocation of tenants required pursuant to a remediation shall be undertaken, in accordance with applicable law.

(f) Upon conclusion of the remediation, the following procedure shall be followed:

1. If the owner utilized Interim Controls for remediation, the Housing Inspector, or lead evaluation contractor, shall conduct an additional inspection within 60 days of the initial inspection by using Dust Wipe Sampling. If the inspection shows that the lead-

based paint hazard no longer exists, a Lead Safe Certification will be issued and the Certification shall be valid for a period of two (2) years from the date of issuance; and

2. If the owner utilized Lead Abatement for remediation, and a Lead Abatement Certificate has been issued in accordance with N.J.A.C. 5:17, then the Lead-Free Certificate issued at the final clearance inspection shall exempt the dwelling from future periodic lead-based paint inspections.

**§MC 450- \_\_\_\_ . Violations**

(a) Pursuant to N.J.S.A. 52:27D-437.6 and N.J.A.C. 5:28A-4.1, the Housing Inspector is authorized to conduct investigations and issue penalties in order to ensure a rental dwelling's landlord's, owner's or agent's compliance with this Ordinance.

(b) The owner of the dwelling shall first be given a period of thirty (30) calendar days to cure any violation by conducting the required inspection or initiating any required remediation efforts.

(c) If the owner of the dwelling has not cured the violation within that time period, they shall be subject to a penalty, not to exceed one thousand dollars (\$1,000) per week, until the required inspection has been conducted or the remediation efforts have been initiated.

(d) Remediation efforts shall be considered to be initiated when the dwelling owner has hired a lead abatement contractor or other qualified party to perform lead-hazard control methods.

(e) Owners who fail to maintain valid Lead-Safe Certificates are prohibited from renewing their annual rental licenses.

**§MC 450- \_\_\_\_ . Owner Responsibility for Record-Keeping**

The landlord, owner and/or agent shall:

(a) Provide to the Tenant and the City of Camden, evidence of a valid Lead-Safe Certification obtained pursuant to this Ordinance at the time of tenant turnover and affix a copy of such Certification as an exhibit to the tenant's lease

(b) Provide evidence of a valid Lead-Safe Certification obtained pursuant to Ordinance, as well as evidence of the most recent tenant turnover, at the time of any cyclical inspection performed pursuant to the Hotel and Multiple Dwelling Law, N.J.S.A. 55:13A-1 *et seq.*

(c) Maintain a records of Lead-Safe Certification, which shall include the name or names of a dwelling unit's tenants, if inspection was conducted during the period of tenancy.

(d) Shall inform the City of Camden of all tenant turnover activity to ensure that any required inspection may be scheduled.

(e) Shall provide a copy of this Ordinance, and any Lead-Safe Certifications issued pursuant thereto, along with the accompanying guidance document, "Lead-Based Paint in Rental Dwellings", to any prospective owners of the dwelling during a real estate transaction, settlement, or closing.

**§MC 450- \_\_\_\_ . Municipal Oversight and Record-keeping Responsibility**

(a) Pursuant to N.J.A.C. 5:28A-2.1(d), the Department of Code Enforcement shall exercise appropriate oversight of a landlord or owner who chooses to hire a Lead Evaluation Contractor to perform the periodic lead-based paint inspection.

(b) Pursuant to N.J.A.C. 5:28A-3.2, the Department of Code Enforcement shall maintain a record of all dwellings subject to this Ordinance, which shall include up-to-date information on inspection schedules, inspections results, and tenant turnover.

(c) The Department of Code Enforcement shall maintain a record of all Lead-Safe Certifications issued pursuant to N.J.A.C. 5:28A-2.4:

1. If a Lead Evaluation Contractor perform inspections for the City, the Lead Evaluation Contractor shall provide a copy of the Lead-Safe Certification to the City;
2. When the owner hires a Lead Evaluation Contractor to perform the inspections, the Lead Evaluation Contractor shall provide a copy of the Lead-Safe Certification to the City.

(d) The Department of Code Enforcement shall maintain a record of all Lead-Free Certification that have been issued pursuant to N.J.A.C. 5:17.

**SECTION 2. Repealer.** Any ordinance, section, paragraph, subsection, clause or other provision of the Municipal Code of the City of Camden which is inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

**SECTION 3. Severability.** If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

**SECTION 4. Effective date.** This ordinance shall take effect upon its passage and publication in accordance with applicable 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: September 12, 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: *Sept 12<sup>th</sup>, 2023*

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

**TITLE OF ORDINANCE/RESOLUTION:** Ordinance to require inspections of lead-based paint in residential rental dwellings to conform to New Jersey State Law P.L. 2021, c. 182 (the Act).

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

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
<b>Responsible Department Director</b>	Y		8-22-23	
<b>Supporting Department Director (if necessary)</b>				
<b>Director of Grants Management</b>				
<b>Qualified Purchasing Agent</b>				
<b>Director of Finance</b>				

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

Signature

8/29/23  
Date

- Attachments (list and attach all available):
1. Lead-Based Paint in Rental Dwellings-DCA provided information
  - 2.
  - 3.

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

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

Signature

Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Ordinance to require inspections of lead-based paint in residential rental dwellings to conform to New Jersey State Law.

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

- Effective July 22, 2022, the Legislature enacted P.L. 2021, c. 182, "An Act concerning certain lead-based paint hazard, and residential rental property, and establishing lead-based paint hazard programs, supplementing P.L. 2003, c. 311 (C. 52:27D-437.1 et al.) amending various parts of the statutory law, and making an appropriation
- 

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

### IMPACT STATEMENT:

Ordinance to require inspections of lead-based paint in residential rental dwellings to conform to New Jersey State Law is a paramount aid in creating and ensuring a safe living environment for our residents in ending the serious health concerns related to lead.

In July 22, 2022, the Legislature enacted P.L. 2021, c. 182, an Act concerning certain lead-based paint hazard, and residential rental property, and establishing lead-based paint hazard programs. All municipalities are now required to inspect every single-family, two-family, and multi rental dwelling built prior to 1978 and located within the municipality at tenant turnover for lead-based paint in residential rental dwellings for the purpose of identifying lead based paint hazards, one of the biggest sources of lead exposure for children.

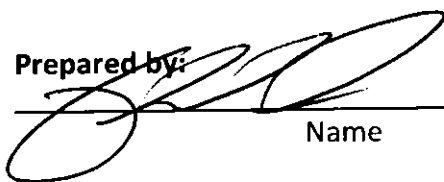
### SUBJECT MATTER EXPERTS/ADVOCATES:

- Gabriel Camacho, Director of Code Enforcement
  - Attendance: (Y/N/Tentative).

### COORDINATION:

- Department of Code Enforcement

Prepared by:



Name

856-571-0286

Phone/Email





# Lead-Based Paint in Rental Dwellings

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A comprehensive guide to identifying and  
addressing lead-based paint hazards in  
rental dwellings

NEW JERSEY

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DEPARTMENT OF COMMUNITY AFFAIRS  
Division of Codes and Standards



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NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

# **Guide to Lead-Based Paint in Rental Dwellings**

(c) State of New Jersey  
Department of Community Affairs  
Division of Codes and Standards  
P.O. Box 802  
Trenton, NJ 08625-0802  
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[www.nj.gov/dca/division/codes](http://www.nj.gov/dca/division/codes)

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# **Guide to Lead-Based Paint in Rental Dwellings**

## Foreword

This guide is intended to provide a comprehensive overview of lead-based paint hazards, how to inspect for such hazards, and how hazards can be mitigated or eliminated for compliance with P.L.2021, c.182. The guide is intended to serve owners and residents of rental dwellings throughout the State of New Jersey. It is written in five parts, each with different information to assist in understanding the many requirements associated with lead-based paint hazards in rental dwellings.

This guide shall act as the trainer's manual pursuant to C.52:27D-437.17b(2) and the guidelines pursuant to C.52:27D-437.20b.

Nothing in this guidance shall be construed to supersede the Statute (P.L.2021, c.182) or the forthcoming regulations. If any discrepancies exist between the information in this document and the statute or regulations, the statute or regulations shall govern.

This guide is established in accordance with P.L.2021, c.182.

**<https://www.njleg.state.nj.us/Bills/2020/PL21/182> .PDF**

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## **Guide to Lead-Based Paint in Rental Dwellings**

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## 2.0.0 INTRODUCTION

### 2.1.0 Definitions

“Commissioner” means the Commissioner of the Department of Community Affairs.

“Department” means Department of Community Affairs.

“DOH” means the New Jersey Department of Health.

“Dust wipe sampling” means a sample collected by wiping a representative surface and tested in accordance with a method approved by the United States Department of Housing and Urban Development (HUD).

“Dwelling” means a building containing a room or rooms, or suite, apartment, unit, or space, that is rented and occupied or intended to be rented and occupied for sleeping and dwelling purposes by one or more persons.

“Dwelling unit” means a unit within a building that is rented and occupied or intended to be rented and occupied for sleeping and dwelling purposes by one or more persons.

“Interim controls” means a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs and as it is defined under 42 U.S.C. § 4851b and regulations implemented pursuant thereto.

“Lead abatement” means a set of measures designed to permanently eliminate lead-based paint hazards in accordance with standards established by the Commissioner in N.J.A.C. 5:17.

“Lead abatement contractor” means a firm certified by the Department to perform lead abatement work pursuant to N.J.A.C. 5:17.

“Lead abatement worker” means an individual certified by the New Jersey Department of Health (DOH) to perform lead abatement work pursuant to N.J.A.C. 8:62.

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“Lead-based paint” means paint or other surface coating material that contains lead in excess of 1.0 milligrams per centimeter squared or in excess of 0.5% by weight, or such other level as may be established by federal law.

“Lead-based paint hazard” means any condition that causes exposure to lead from lead-contaminated dust or lead-contaminated paint that is deteriorated or present in surfaces, that would result in adverse human health effects.

“Lead-based hazard control methods” means interim controls, as defined above.

*Note that this definition is specific to lead-based paint inspections in rental dwellings and is not to be confused with the lead hazard control work as defined within the Department’s regulations for Lead Hazard Evaluation and Abatement, N.J.A.C. 5:17.*

“Lead evaluation contractor” means a firm certified by the Department to perform lead inspection and risk assessment work pursuant to N.J.A.C. 5:17. This includes the ability to perform dust wipe sampling.

“Lead inspector or risk assessor” means an individual certified by DOH to perform lead inspection and risk assessment work pursuant to N.J.A.C. 8:62. This includes the ability to perform dust wipe sampling.

“Lead free” means that a dwelling or dwelling unit has been confirmed to have fully abated all lead-based paint hazards or that no lead-based paint exists in the dwelling or dwelling unit.

“Lead safe” means that a dwelling has no outstanding lead-based paint hazards, but the dwelling is not necessarily lead free.

“Lead-safe certification” means the certification issued pursuant to the regulations promulgated pursuant to P.L.2021, c.182, which confirms that a periodic inspection, as defined below, was performed, and no lead-based paint hazards were found. This certification is valid for two years from the date of issuance.

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"Multiple dwelling" means any building or structure and any land appurtenant thereto, and any portion thereof, in which three or more dwelling units are occupied or intended to be occupied by three or more persons living independently of each other. "Multiple dwelling" also means any group of ten or more buildings on a single parcel of land or on contiguous parcels under common ownership, in each of which two dwelling units are occupied or intended to be occupied by two persons or households living independently of each other, and any land appurtenant thereto, and any portion thereof. "Multiple dwelling" does not include those buildings and structures that are excluded by statute (See N.J.S.A. 55:13A-3(k)).

"Periodic lead-based paint inspection" means the initial inspection of all applicable dwelling units at the earlier of two years from the effective date of P.L.2021, c.182, July 22, 2022, or tenant turnover, and thereafter the earlier of three years or upon tenant turnover for the purposes of identifying lead-based paint hazards in dwellings subject to P.L.2021, c.182.

"Permanent local agency" means a local, municipal agency maintained for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures within its jurisdiction. This may include local building agencies, health agencies, and housing agencies.

"Remediation" means interim controls or lead abatement work undertaken in conformance with this Chapter to address lead-based paint hazards.

*Colloquially, remediation is often used synonymously with interim controls and does not include abatement; however, in the context of P.L.2021, c.182, remediation is defined as encompassing both interim controls and abatement.*

"Tenant turnover" means the time at which all existing occupants vacate a dwelling unit, and all new tenants move into the dwelling unit or the time at which a new tenant enters a vacant dwelling unit.

"Visual assessment" means a visual examination for deteriorated paint or visible surface dust, debris, or residue.



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### 2.1.1 Lead and its Associated Hazards

Lead is a naturally occurring element and heavy metal in our environment.

Historically, it was used in industrial processes and commercial products like gasoline, paint, cosmetics, spices, and pottery. This is because lead has many useful properties; it is moisture-resistant, does not rust, and is malleable and easy to work with.

Lead's toxicity has been documented for centuries. Throughout the 20th century to present day, its harmful effects on human physiological and behavioral health have become increasingly understood by public health experts.

Lead exposure happens when people encounter lead in their environment. This can be through old household paint, contaminated soil, or other sources. Exposure is determined by measuring the concentration of lead in a person's blood.

Lead exposure occurs when lead has been introduced into the bloodstream by ingestion or inhalation of lead dust. Our bodies cannot distinguish lead from other minerals, like iron or calcium, which our bodies need. Lead is then deposited in our organs as well as our brain and bone marrow.

The Centers for Disease Control (CDC) sets the threshold for elevated blood lead levels. Lead exposure can be of particular concern for children. Lead exposure in children can cause nervous system and kidney damage, as well as learning disabilities, attention-deficit disorder, and decreased intelligence. It can also cause behavior, speech, and language problems, hearing damage, decreased muscle and bone growth, and poor muscle coordination.

Children under the age of six and pregnant women are considered to be at the highest risk for exposure. This is because any lead that a pregnant woman is exposed to transfers to the fetus and would be present at birth. For small children putting their hands in their mouths is a normal part of learning development. Doors and windows with lead paint can release a fine lead dust when opened and closed, and young children can be exposed to lead in the normal course by putting hands with this almost invisible lead dust in their mouths. Children can also be exposed by eating lead-based paint chips that peel off the wall or chewing on windowsills, door frames, or any other surfaces containing lead-based paint.

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## **2.2.0 Lead-Based Paint**

In 1972, the State of New Jersey banned the use of lead-based paint. The Federal Government banned its use in residential properties in 1978.

Prior to this time, lead-based paint was commonly used because it was durable and long-lasting. Many homes and dwellings and childcare facilities built before 1978 may contain lead-based paint.

Because of this historical context, age of housing is one of the primary indicators of the presence of lead-based paint in the home or dwelling.

### **2.2.1 Identifying Lead-Based Paint Hazards**

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and requires immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as windows and windowsills, doors and door frames, stairs, railings, banisters, and porches. Lead-based paint is less likely to be a hazard if it is in good condition, and the paint is not on an impact or friction surface.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can reside on surfaces and objects that people touch. Settled dust can reenter the air when people vacuum, sweep, or walk through the affected area.

The only way to identify lead paint or dust hazards is to inspect for the presence of lead.

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### **3.0.0 THE LEAD-BASED PAINT INSPECTION LAW, P.L.2021, c.182**

#### **3.1.0 What is P.L.2021, c.182?**

P.L.2021, c.182 addresses lead-based paint hazards in residential rental property and establishes lead-based paint hazard control work programs, discussed in Section 4.5.0.

The law imposes an obligation on municipalities to perform or hire a certified lead evaluation contractor to perform inspections of certain single-family, two-family, and multiple rental dwellings for lead-based paint hazards, at times specified in the law.

A municipality shall permit dwelling owners/landlords to directly hire a certified lead evaluation contractor for this purpose. Municipalities may – and are encouraged to – perform supplemental inspections in some dwellings where the owner has directly hired a certified lead evaluation contractor to perform the periodic lead-based paint inspections to confirm that such inspections are being conducted in accordance with the legal requirements.

The municipality can prohibit dwelling owners from directly hiring a lead evaluation contractor if the owner has previously failed to have the periodic inspections completed or if there is a perceived or actual conflict of interest between the owner and their choice of lead evaluation contractor as determined by the municipality, and instead require owners to utilize municipal inspectors or lead evaluation contractors contracted by the municipality for this purpose.

If lead-based paint hazards are identified, then the owner of the dwelling shall remediate through abatement or lead-based paint hazard control mechanisms.

Individuals are certified as lead inspector/risk assessors, lead abatement workers, and lead abatement supervisors by the New Jersey Department of Health pursuant to their regulations at N.J.A.C. 8:62, adopted under the authority of N.J.S.A. 26:2Q-1, et seq. Information on the requirements for an individual to be certified may be found online at: <https://www.nj.gov/health/ceohs/lead/lead-workers-supervisors/>.

Firms that perform lead evaluation or abatement services are certified by the Department of Community Affairs. This information may be found online at: [https://www.nj.gov/dca/divisions/codes/offices/leadhazard\\_abatement.html](https://www.nj.gov/dca/divisions/codes/offices/leadhazard_abatement.html).

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### 3.2.0 Dwellings that Must be Inspected Pursuant to P.L.2021, c.182

In accordance with P.L.2021, c.182, single-family, two-family, and multiple rental dwellings must be inspected for lead-based paint hazards, except for the following:

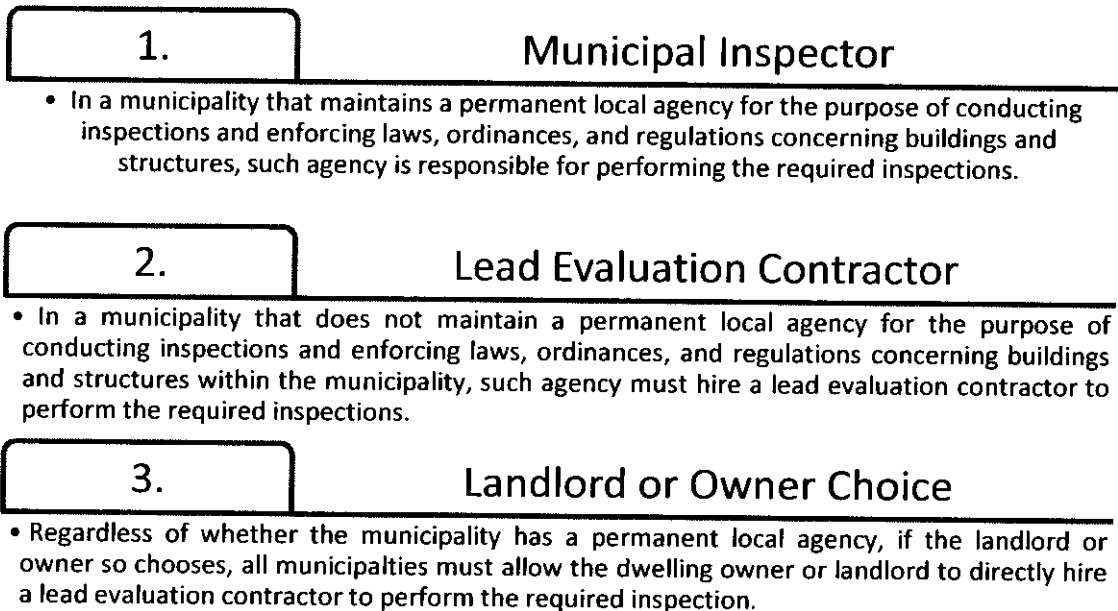
- Dwellings that were constructed during or after 1978.
- Single-family and two-family seasonal rental dwellings which are rented for less than six-months duration each year by tenants that do not have consecutive lease renewals. This exemption for seasonal rental dwellings does not extend to seasonal multiple dwellings.
- Dwellings that have been certified to be free of lead-based paint pursuant to N.J.A.C. 5:17-3.16(b) either after an abatement is completed or an evaluation has confirmed that there is no lead-based paint in the dwelling.
- Multiple rental dwellings that have been registered with the Department of Community Affairs for at least ten years and have no outstanding lead violations from the most recent cyclical inspection performed on the multiple dwelling under the "Hotel and Multiple Dwelling Law" (N.J.S.A. 55:13A-1). Cyclical inspections currently occur every five years in multiple dwellings.
  - This means that all multiple dwellings constructed prior to 1978 and registered with the Department for at least ten years that have a certificate of inspection issued by the Department of Community Affairs, Bureau of Housing Inspection, are exempt from this requirement. A certificate of inspection means there are no outstanding violations.
  - A multiple dwelling that has been registered with the Department for at least ten years with an open inspection that has no violations for paint is also exempt from this requirement.
    - Open inspections means that inspections are ongoing to remediate violations during a cyclical inspection. This is because, during cyclical inspections, the Department cites paint violations, which includes flaking, loose, or peeling paint on any interior surfaces rather than lead violations. To ensure periodic lead-based paint inspections occur where needed, any open paint violations in a dwelling unit must be inspected pursuant to P.L.2021, c.182.
- Dwellings with a valid lead-safe certificate issued pursuant to this law, P.L.2021, c.182. Lead-safe certificates are valid for two years from the date of issuance.

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### 3.3.0 Periodic Inspection Procedure and Responsibility

#### 3.3.1. Responsibility

In all cases, ensuring inspections occur is the responsibility of the municipality. Depending on the organization of the municipality, and the choice of the owners of rental dwellings, the responsibility for inspection varies, as shown in the figure below.



#### 3.3.2 Procedure

All rental dwelling units required to be inspected pursuant to P.L.2021, c.182 must be inspected for lead-based paint within two years of the effective date of the law, July 2, 2022, or upon tenant turnover, whichever is earlier.

This means that the first inspection must take place no later than July 22, 2024.

During the periodic lead-based paint inspection, if any potential habitability issues are identified, the inspector may refer the dwelling to the relevant municipal office.

For dwellings located in a municipality in which less than three percent of children six years of age or younger tested have a blood lead level greater than or equal to five micrograms per deciliter, the inspection may be carried out through visual inspection, as explained in Section 3.3.4, below. However, these municipalities may elect to undertake dust wipe sampling, as explained in Section 3.3.5, below.

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For dwellings located in a municipality in which at least three percent of children tested, six years of age or younger, have a blood lead level greater than or equal to five micrograms per deciliter, the inspection must be carried out through dust wipe sampling, as explained in Section 3.3.5, below.

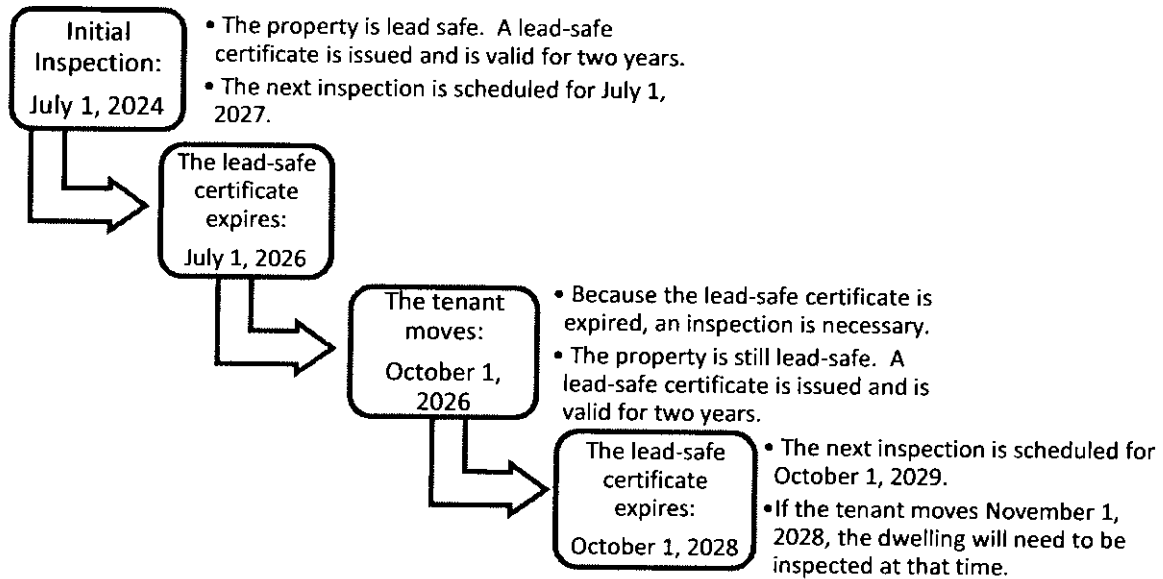
### **3.3.3. Timeline to Follow After the Initial Inspection**

For nonexempt units, after the initial inspection mentioned in Section 3.3.2 is conducted, units shall be inspected for lead-based paint hazards every three years, or upon tenant turnover, whichever is earlier.

An inspection upon tenant turnover is not required if the owner has a valid lead-safe certificate. Lead-safe certificates are valid for two years. Accordingly, if the lead-safe certificate has not expired upon tenant turnover, the next inspection will be three years from the prior inspection. If the lead-safe certificate has expired upon tenant turnover (i.e., more than two years after the issuance of the certificate, but before the three-year mark), an inspection will be necessary upon tenant turnover.

An inspection upon tenant turnover will reset the clock for the three-year inspection.

A chart with hypothetical timeframes is provided below to demonstrate how this inspection cycle may be structured. For ease of use, this chart only addresses inspections where no lead-based paint hazards are found, and no additional inspection is required. In all scenarios, the three-year inspection should be scheduled from the most recent inspection which resulted in a lead-safe certificate.



To ensure compliance with the timeframes established within P.L.2021, c. 182, owners subject to P.L.2021, c.182 must notify municipalities of all tenant turnovers, especially in the event the lead-safe certificate has expired.

### 3.3.4 Visual Inspections

For municipalities that may perform visual assessments, the inspector should examine rental dwellings for deteriorated paint or visible surface dust, debris, or residue.

Paint is deteriorated when it is peeling, chipping, chalking, or cracking. Tack and nail holes, small hairline cracks, and other surface imperfections may not be considered deteriorated paint.

The inspector should look for deteriorated paint on all painted building components, especially any walls, window, or trim. Also, the inspector should look on surfaces that experience friction or impact. When two surfaces slide across each other or strike one another, the painted surface may become deteriorated. Examples of friction and impact surfaces are doors, windows, floors, and trim areas.

The inspector should look for paint chips or dust from painting activities that were not cleaned up and paint residue on the floors, which could be a hazard for small children.

HUD offers Visual Assessment Training online at:

<https://apps.hud.gov/offices/lead/training/visualassessment/h00200.htm>.

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### **3.3.5 Dust Wipe Sampling**

Dust wipe sampling is collected by wiping representative surfaces, including floors (both carpeted and uncarpeted), interior windowsills, and other similar surfaces, and testing in accordance with a method approved by HUD.

These samples must be undertaken properly to ensure that results are accurate. N.J.A.C. 5:17 contains requirements for dust wipe sampling. In addition, Appendix 13.1 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing provides the protocol for sample collection. This Appendix is available online at: <https://www.hud.gov/sites/documents/LBPH-40.PDF>.

It is recommended that the lead evaluation contractor or permanent local agency also perform a visual inspection when undertaking a dust wipe sampling.

### **3.4.0 Periodic Inspection Results – No Lead-Based Paint Hazards**

If it is determined upon inspection that no lead-based paint hazards exist in a dwelling, the lead evaluation contractor or local enforcing agency shall certify the dwelling unit as lead-safe. The lead-safe certification is valid for a period of two years.

If, during the certification period, a lead evaluation contractor, lead inspector, risk assessor, a local health department, or a public agency conducts an independent inspection or risk assessment and determines that there is a lead-based paint hazard, the lead-safe certification issued is invalid, and the independent inspector or risk assessor shall inform the municipality of the results of the inspection.

If lead-based paint hazards exist, see Section 4.0.0.

### **3.5.0. Fees for Periodic Inspections**

Municipalities must charge the dwelling owner a fee sufficient to cover the cost of inspection. For municipalities that must hire a lead evaluation contractor to perform the inspection, the fee should include the cost of hiring the lead evaluation contractor.

In addition, each municipality must assess an additional fee of \$20 per unit inspected, which shall be deposited into the Lead Hazard Control Assistance Fund, unless the Department has already assessed this additional lead surcharge fee.



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## **4.0.0 REMEDIATION OF LEAD-BASED PAINT HAZARDS**

### **4.1.0 How to Proceed if Lead-Based Paint Hazards are Found**

If lead-based paint hazards are found during an inspection, the owner of the dwelling unit must remediate the lead-based paint hazard by using lead-based paint hazard control methods (interim controls) or abatement. Colloquially, remediation is often used synonymously with interim controls and does not include abatement; however, in the context of P.L.2021, c.182, encompasses both interim controls and abatement.

If deteriorated paint is found during the course of a visual assessment, the owner of a dwelling may elect to order a dust wipe inspection to confirm the presence of lead-based paint.

The next two sections provide an overview for the acceptable interim control and abatement methods.

#### **4.1.1. Who May Perform Remediation Work?**

Remediation work must be performed by certified individuals in accordance with all applicable Federal and State regulations.

The New Jersey Department of Community Affairs certifies lead evaluation and abatement contractors. Information may be found online at:

[https://www.nj.gov/dca/divisions/codes/offices/leadhazard\\_abatement.html](https://www.nj.gov/dca/divisions/codes/offices/leadhazard_abatement.html).

The New Jersey Department of Health licenses individual lead inspectors, risk assessors, and abatement workers. Information may be found online at:

<https://www.nj.gov/health/ceohs/lead/lead-workers-supervisors/#4>.

The United States Environmental Protection Agency (EPA) certifies Renovation, Repair, and Painting (RRP) contractors. These firms are certified to perform RRP work that address lead-based paint in homes and childcare facilities. This work is often involved in interim control methods. Information may be found online at:

<https://www.epa.gov/lead/lead-renovation-repair-and-painting-program>.

Interim controls that do not involve RRP work may be undertaken without specific certification.

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#### 4.2.0 Interim Controls

Interim Controls are measures designed to temporarily reduce human exposure to lead-based paint hazards.

It is easiest and most appropriate to use interim controls when fixtures are structurally sound and lead exposure comes primarily from deteriorating paint and excessive levels of lead in household dust. In many cases, resources will not be available to finance abatement, making interim controls the only feasible approach.

Interim controls may also be appropriate if the housing unit is slated for demolition or renovation within a few years and the investment in more costly abatement is not merited.

The HUD Guidelines for Evaluation and Control of Lead Based-Paint Hazards in Housing provides the extensive requirements for interim controls. It is available online at: [https://www.hud.gov/program\\_offices/healthy\\_homes/lbp/hudguidelines](https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines).

Interim control measures include the following:

Paint Stabilization	Making surfaces smooth and cleanable	Correcting dust-generating conditions
<ul style="list-style-type: none"><li>• All deteriorated paint on exterior surfaces should be stabilized in accordance with the HUD guidelines.</li></ul>	<ul style="list-style-type: none"><li>• All surfaces, such as floors, stairs, and interior windowsills, that are rough, pitted, or porous should be made smooth and easy to clean.</li><li>• Minor surface damage may be correctable by spackling and recoating. Otherwise, it may be necessary to cover or coat the surface with a material such as plastic, sheet vinyl, linoleum, etc.</li></ul>	<ul style="list-style-type: none"><li>• HUD guidelines include the necessary measures for correcting dust-generating conditions.</li></ul>

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### 4.3.0 Abatement

In certain cases, interim controls are unlikely to be effective, especially if the building has substantial structural defects or if interior or exterior walls, or major components, are seriously deteriorated or subject to excessive moisture. In these situations, abatement is more appropriate in addressing lead-based paint hazards.

All abatement work must be undertaken in accordance with the State regulations for Lead Hazard Evaluation and Abatement, which are described in N.J.A.C. 5:17, available online at:

[https://www.nj.gov/dca/divisions/codes/codreg/pdf\\_regs/njac\\_5\\_17.pdf](https://www.nj.gov/dca/divisions/codes/codreg/pdf_regs/njac_5_17.pdf).

Abatement includes:

Paint Removal	Building Component Replacement	Enclosure
<ul style="list-style-type: none"><li>• This includes the removal of lead-based paint by mechanical methods. Examples include wet scraping, wet sanding methods, non-abrasive blasting, etc.</li></ul>	<ul style="list-style-type: none"><li>• This includes the careful removal of any building component which contains a lead-based paint hazard.</li><li>• These new components cannot be brought into the working area until all dust-generating activity is completed and has been cleaned to ensure the new component does not become exposed to lead hazards.</li></ul>	<ul style="list-style-type: none"><li>• This includes enclosing lead-based paint hazards behind other materials.</li><li>• Drywall, fiberboard, or its functional equivalent may be used for interior wall enclosures; moisture-resistant greenboard must be used in damp areas.</li><li>• Old flooring must be covered with one-half inch or thicker plywood before any other floor covering is added.</li></ul>

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#### **4.4.0 Post-Remediation Inspection**

After remediation has been completed, whether through interim controls or abatement, the municipality or lead evaluation contractor must perform an additional inspection within 60 days of the initial periodic lead-based paint inspection to ensure there are no further lead-based paint hazards.

Upon conducting the reinspection in dwellings that have been remediated using interim controls, if no lead-based paint hazards are found, the municipality or inspector must certify the dwelling to be lead safe pursuant to P.L.2021, c.182 (see Section 3.4.0. for an example of a lead-safe certificate). The certificate would then be valid for two years.

If the dwelling has been remediated using abatement, pursuant to N.J.A.C. 5:17-9.1, and a lead abatement clearance certificate has been issued by the local enforcing agency, then the lead-free certificate issued at the final clearance inspection shall exempt the dwelling from future inspections pursuant to P.L.2021, c.182 (see Section 3.2.0).

#### **4.5.0 Grants and Loans for Remediation Work**

The Department of Community Affairs, Division of Housing and Community Resources, provides financial assistance in the form of grants or loans to eligible owners and occupants. Information about the various programs is available on the Department's website at: <https://www.nj.gov/dca/divisions/dhcr/offices/leadsafe.html>.

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## **5.0.0 RECORDKEEPING AND INVESTIGATIONS**

### **5.1.0 Municipal Record Keeping**

Municipalities will be required to keep track of all rental dwellings, their inspection schedule, and whether a lead-based paint hazard has been found.

In addition to the inspection schedule, municipalities must maintain a copy of any lead-safe certificates in their records for the property.

### **5.2.1 Municipal Investigations**

Municipalities are authorized to conduct investigations and issue penalties to enforce a property owner's failure to comply with the requirements of P.L.2021, c.182.

If a municipality determines that a property owner has failed to comply with the requirements of this law, the property owner must be given 30 days from the date of the determination to cure any violation by ordering the necessary inspection or by initiating remediation.

If the dwelling owner has not cured the violation within 30 days, the owner shall be subject to a penalty not to exceed \$1,000 per week until the required inspection has been conducted or remediation efforts have been initiated. Remediation efforts are considered initiated when the owner has hired a lead abatement contractor or other qualified party to perform lead-hazard control methods.

### **5.2.2 Department of Community Affairs Investigations**

When a complaint is filed with the Department of Community Affairs, or of the Commissioner's own accord, the Commissioner is authorized to conduct investigations and issue penalties against a municipality for its failure to comply with the requirements of P.L.2021, c.182. The Department will give the municipality a period of 30 days to undertake necessary inspections and provide proof in the form of valid lead-safe certifications or notification that lead-based paint hazards exist in a dwelling and remediation will be initiated. If the municipality has not cured the violation within 30 days, they shall be subject to a penalty not to exceed \$1,000 per week until the necessary action has been taken.

**APPENDIX A. LEAD-SAFE CERTIFICATION**



**LEAD - SAFE CERTIFICATE**

It is hereby certified that a lead based paint visual inspection and/or dust wipe sampling has been performed in accordance with the protocols referenced in N.J.A.C. 5:17, and the results of which indicate that no lead-based paint hazards have been found in the dwelling unit listed below. It shall be the owner's responsibility to perform any required on-going evaluation and maintenance to ensure that the dwelling unit remain in a Lead - Safe condition. PURSUANT TO P.L.2003, c.311 (C.52:27D-437.1 et. seq.)

This certificate is **VALID FOR TWO YEARS.**

Site Address	Block	Lot	

Applicable Dwelling Unit:  (CERTIFICATE IS VALID FOR A DWELLING UNIT AND SHALL BE AFFIXED TO LEASE)

Insp/RA Name \_\_\_\_\_ Evaluation Contractor #: \_\_\_\_\_ Phone \_\_\_\_\_

Signature \_\_\_\_\_ NJDOH ID # \_\_\_\_\_ Contractor Name: \_\_\_\_\_  
 Contractor Address: \_\_\_\_\_

**OR**

Name of Municipal Inspector \_\_\_\_\_ Signature \_\_\_\_\_ Date Issued (mm / dd / yyyy) \_\_\_\_\_

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## APPENDIX B. FREQUENTLY ASKED QUESTIONS

### 1. What is lead and its associated hazards?

Lead is a toxic, naturally occurring element and heavy metal in our environment that was widely used in commercial products such as gasoline, paint, cosmetics, spices, and pottery. Lead exposure in children can cause nervous system and kidney damage, as well as learning disabilities, attention-deficit disorder, and decreased intelligence. It can also cause behavior, speech, and language problems, hearing damage, decreased muscle and bone growth, and poor muscle coordination.

### 2. How does one identify lead-based paint hazards?

Lead-based paint is usually not a hazard if it is in good condition, and the paint is not on an impact or friction surface, such as a window. Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs attention. Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can reside on surfaces and objects that people touch.

### 3. What are the requirements of municipalities under P.L. 2021, c. 182?

The law imposes an obligation on municipalities to perform or hire a certified lead evaluation contractor to perform inspections of certain single-family, two-family, and multiple rental dwellings for lead-based paint hazards every three years or upon tenant turnover where there is no valid lead-safe certification. As an alternative, municipalities must permit dwelling owners/landlords to directly hire a certified lead evaluation contractor for this purpose.

### 4. What are the requirements of property owners under P.L. 2021, c. 182?

If lead-based paint hazards are identified, then the owner of the dwelling shall remediate the hazards through abatement or lead-based paint hazard control mechanisms. Property owners must also report all tenant turnover activity to the

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municipality. Lastly, property owners must provide a copy of N.J.A.C. 5:28A, any lead-safe certifications, and the accompanying guidance document, Lead-Based Paint in Rental Dwellings, to any prospective owners of the dwelling during the real estate transaction, settlement, or closing.

5. What dwellings are required to be inspected and what dwellings are exempt?

All single-family, two-family, and multiple rental dwellings must be inspected, with the exception of the following dwellings, which are exempt:

- Dwellings that were constructed during or after 1978.
- Single-family and two-family seasonal rental dwellings which are rented for less than six-months duration each year by tenants that do not have consecutive lease renewals.
- Dwellings that have been certified to be free of lead-based paint pursuant to N.J.A.C. 5:17-3.16(b).
- Multiple rental dwellings that have been registered with the Department of Community Affairs for at least ten years and have no outstanding lead violations from the most recent cyclical inspection performed on the multiple dwelling under the "Hotel and Multiple Dwelling Law" (N.J.S.A. 55:13A-1).
  - This means that all multiple dwellings constructed prior to 1978 and registered with the Department for at least ten years that have a certificate of inspection issued by the Department of Community Affairs, Bureau of Housing Inspection, are exempt from this requirement.
  - A multiple dwelling that has been registered with the Department for at least ten years with an open inspection that has no violations for paint is also exempt from this requirement.
- Dwellings with a valid lead-safe certificate issued pursuant to this law, P.L.2021, c.182. Lead-safe certificates are valid for two years from the date of issuance.

6. What is the periodic inspection procedure?



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For dwellings located in a municipality in which less than three percent of children tested, six years of age or younger, have a blood lead level greater than or equal to five micrograms per deciliter, the inspection may be carried out through visual inspection, as explained in Section 3.3.4.

For dwellings located in a municipality in which at least three percent of children tested, six years of age or younger, have a blood lead level greater than or equal to five micrograms per deciliter, the inspection must be carried out through dust wipe sampling, as explained in Section 3.3.5.

All rental dwelling units required to be inspected must be inspected for lead-based paint within two years of the effective date of the law, July 22, 2022, or upon tenant turnover, whichever is earlier. This means that the first inspection must take place no later than July 22, 2024.

After the initial inspection, all units shall be inspected for lead-based paint hazards every three years, or upon tenant turnover, whichever is earlier. An inspection upon tenant turnover is not required if the owner has a valid lead-safe certificate. Lead-safe certificates are valid for two years. If the lead-safe certificate has expired, and there will be a tenant turnover, an inspection will be necessary before the three-year inspection.

In all scenarios, the next inspection should be scheduled three years from the date of issuance of the most recent valid lead-safe certification.

7. What is a visual assessment?

A visual assessment is an examination of all painted building components for deteriorated paint or visible surface dust, debris, or residue. The inspector should also look for paint chips or dust from painting activities that were not cleaned up and paint residue on floors.

8. What are dust wipe samplings?

Dust wipe sampling is collected by wiping a representative surface, including floors (both carpeted and uncarpeted), interior windowsills, and other similar surfaces,

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and testing in accordance with a method approved by the United States Department of Housing and Urban Development (HUD). These samples must be undertaken properly to ensure that results are accurate.

9. What does interim controls mean?

Interim controls are a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards.

10. What does abatement mean?

Lead abatement is a set of measures designed to permanently eliminate lead-based paint hazards.

11. Who can perform lead evaluation?

The New Jersey Department of Community Affairs certifies lead evaluation contractors. The New Jersey Department of Health licenses individual lead inspectors and risk assessors.

12. Who can perform lead remediation work?

The New Jersey Department of Community Affairs certifies lead abatement contractors; the New Jersey Department of Health licenses individual lead abatement workers; the United States Environmental Protection Agency (EPA) certifies Renovation, Repair, and Painting (RRP) contractors. These firms are certified to perform RRP projects that address lead-based paint in homes.

13. What is required for municipal record keeping to be in compliance with the Act?

Municipalities must maintain a record of all dwellings subject to this Chapter which shall include up-to-date information on inspection schedules, inspection results,

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and tenant turnover. Municipalities must also maintain a record of all lead-safe certifications issued pursuant to this Chapter; any time a lead evaluation contractor performs the inspection, the lead evaluation contractor must provide a copy of any lead-safe certifications it issued to the municipality. Finally, municipalities must maintain a record of all lead-free certifications issued pursuant to N.J.A.C. 5:17.

14. What investigations are required under the Act?

Municipalities are authorized to conduct investigations and issue penalties to enforce a property owner's failure to comply with the requirements of P.L.2021, c.182. If a municipality determines that a property owner has failed to comply with the requirements of this law, the property owner must be given 30 days to cure any violation by ordering the necessary inspection or by initiating remediation.

When a complaint is filed with the Department of Community Affairs, or of the Commissioner's own accord, the Commissioner is authorized to conduct investigations and issue penalties against a municipality for its failure to comply with the requirements of P.L.2021, c.182. The Department will give the municipality 30 days to undertake necessary inspections and provide proof in the form of valid lead-safe certifications or notification that lead-based paint hazards exist in a dwelling.

15. What are the penalties for failure to comply with the Act?

If the dwelling owner has not cured the violation within 30 days, the owner shall be subject to a penalty not to exceed \$1,000 per week until the required inspection has been conducted or remediation efforts have been initiated.

If the municipality has not cured the violation within 30 days, they shall be subject to a penalty not to exceed \$1,000 per week until the necessary action has been taken.

DSB:db  
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**AN ORDINANCE AMENDING THE GATEWAY REDEVELOPMENT PLAN (MC-4166)  
REGARDING TAX BLOCK: 367, LOTS 1 AND 6 AND BLOCK 366, LOT 2 ON THE  
CAMDEN CITY MUNICIPAL TAX MAPS**

**WHEREAS**, the Gateway Redevelopment Plan for the Gateway Redevelopment Area (the "Redevelopment Plan") was adopted by Ordinance MC-4166 on April 27, 2006 by the City Council of the City of Camden; and

**WHEREAS**, the City Council of the City of Camden requested that the Planning Board of the City of Camden study a proposed amendment to the Redevelopment Plan (the "Amended and Restated Gateway Redevelopment Plan"), a copy of which is attached hereto and made a part of this Ordinance; and

**WHEREAS**, the Amended and Restated Gateway Redevelopment Plan is intended to help facilitate the two-phased redevelopment of property located at 1300 Walnut Street. Phase 1 is identified as Block 367, Lots 1 and 6 on the City's Official Tax Maps, and Phase 2 is identified as Block 366, Lot 2 on the Camden City Municipal Tax Map (collectively, the "Property" or "Sub-Project Area"); and

**WHEREAS**, the Amended and Restated Gateway Redevelopment Plan is only intended to facilitate the redevelopment of the Sub-Project Area and shall not be applicable to any other properties in the Gateway Redevelopment Area; now, therefore

**BE IT ORDAINED**, by the governing body of the City of Camden that:

Section 1. City Council of the City of Camden hereby approves and adopts the Amended and Restated Gateway Redevelopment Plan regarding Block 367, Lots 1 and 6 and Block 366, Lot 2 on the Camden City Municipal Tax Map.

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 are hereby repealed as to such inconsistency only.

Section 4. If any standards, controls, objectives; land uses, permitted uses, and other restrictions and requirements called for in this Amended and Restated Gateway Redevelopment Plan differ in content from provisions set forth in the zoning law, provisions of this Ordinance – unless otherwise specified – shall prevail.

Section 5. This ordinance shall take effect twenty (20) days after the final passage and publications as provided by law.

Section 6. If any provision or regulation of this Amended and Restated Gateway Redevelopment Plan shall be judged invalid by a court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this Redevelopment Plan and such section, subsection, paragraph, subdivision or clause of this Redevelopment Plan are hereby declared severable.

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

same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

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Date: September 12, 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

**PROPOSED AMENDMENT TO GATEWAY REDEVELOPMENT PLAN**

**APRIL 2023**

Prepared for: City of Camden Planning Board  
City of Camden Department of Development and Planning  
City of Camden Division of Planning

Prepared by: \_\_\_\_\_

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## I. INTRODUCTION

### a. Executive Summary

This Amendment (“this Amendment” and the “proposed amendments”) to the City of Camden Gateway Redevelopment Plan (the “Plan”), dated December 2005, is intended to help facilitate the two-phased redevelopment of property located at 1300 Walnut Street. Phase 1 is identified as Block 367, Lots 1 and 6 on the City’s Official Tax Maps, and Phase 2 is identified as Block 366, Lot 2 on the City’s Official Tax Maps (collectively, the “Property” or “Sub-Project Area”). The Coriell Institute for Medical Research (“Coriell”) will be the redeveloper of Phase 1 of the Sub-Project Area. It is anticipated that Phase 2 will be developed with uses and structures that are complimentary to Phase 1.

The Property currently consists of vacant buildings and land, and has frontage on Walnut Street, Princess Avenue, and Memorial Avenue. The Property has existing environmental contamination, which will be remediated in connection with the redevelopment of the Property.

In connection with Phase 1, Coriell intends to redevelop the Property with a new, state-of-the-art research and office facility, approximately 96,000 square feet in size and up to 65-feet high (four stories), along with related site improvements, including but not limited to off-street parking, landscaping, bulk tanks, emergency generators, and stormwater management infrastructure, as well as potential additional research or office space for third party users (collectively, the “Project”).

The Plan was initially adopted in 2005. During the last 18 years, the Property has not been redeveloped, and the contamination has not been remediated. This Amendment is intended, in part, to encourage redevelopment and remediation of the Property and the Sub-Project Area.

In addition, in 2005, the Plan could not and did not envision the need to accommodate evolving and necessary use and development criteria for specific permitted uses, including for “scientific or research development laboratories” that are permitted in the Sub-Project Area. As a result, for example, the Plan did not consider that a modern, state-of-the-art research laboratory generally requires 15-foot floor to floor heights. Likewise, architectural and design standards have changed and improved over time. In that regard, for example, the Plan did not consider new energy efficiency requirements and regulations related to windows and lighting. With these proposed amendments to the Plan, the Project development and use will remain consistent with the Plan, as well as with the Master Redevelopment Agreement, as amended, between the City of Camden Redevelopment Agency and Campbell Soup Company. For those reasons, it is in the public interest to amend the Plan, in order to facilitate the development and use of the Project and to allow for the creation of a new landmark building in the Gateway Redevelopment Area.

This Amendment is only intended to facilitate the redevelopment of the Sub-Project Area and shall not be applicable to any other properties in the Gateway Redevelopment Area. Further, this Amendment is intended to provide for the by-right development and use of Phase 1, and it is acknowledged that the development and use of Phase 2 may require additional amendments to the Plan.



b. Purpose/Consistency

The proposed amendments will further several of the Plan's goals and objectives, including but not limited to the following: revitalizing existing businesses, shopping and employment opportunities; redeveloping new facilities for non-profit organizations, such as Coriell; redeveloping contaminated sites and brownfields; and, improving area infrastructure. The proposed amendments will also further various Plan concepts and target activities.

The proposed amendments are consistent with the Plan's regulatory controls for the development of the Project. The Property is located in the Office / Light Industrial (OLI") Zoning District. The purpose of the OLI Zone is "to provide for a variety and balance of land uses that complement and include office park, municipal functions, warehousing, and commercial recreation and entertainment uses." The OLI Zone specifically permits "scientific or research development laboratories" as permitted principal uses. "Office buildings and office complexes" are also permitted principal uses. Thus, from a permitted use standpoint, the Project is "by-right."

c. Need for Amendment for Sub-Project Area

In order to successfully redevelop the Sub-Project Area, certain amendments to the Plan are required. These proposed amendments will allow for the redevelopment and use of a facility that is modern, aesthetically pleasing, and complementary to surrounding uses and buildings. The Plan currently provides that the designated Redeveloper "shall agree to comply with all applicable application submission requirements, design standards and development regulations established in this plan for the Redevelopment Area, as well as those established by the City of Camden, County of Camden and State of New Jersey, except where variances and waivers are properly approved." However, the Plan also provides that it "may be amended from time to time in conformance with the requirements of the Local Redevelopment and Housing Law."

Without the Plan being amended as proposed below, several "d" or Use Variances, "c" or Bulk Variances, and Design Waivers would be required in order to successfully redevelop the Sub-Project Area. Because the Plan was initially adopted in 2005, and, as indicated above, the Plan did not envision the need to accommodate evolving and necessary use and development criteria for specific permitted uses, many of the current Plan requirements do not provide or allow for utilization of currently more appropriate site development standards or use of certain building construction materials, and do not address evolving and improved engineering or architectural standards required for a new, state-of-the-art research and office facility, such as that planned by Coriell. Therefore, an important purpose and intended result of this Amendment is to avoid the need for "d" or Use Variances, "c" or Bulk Variances, and Design Waivers in connection with the redevelopment of the Sub-Project Area.

As stated above, this Amendment is only intended to facilitate the redevelopment of the Sub-Project Area and shall not be applicable to any other properties in the Gateway Redevelopment Area.

## II. THE PLAN

### a. Plan Concepts

This Amendment is consistent with the Plan's goals and concepts. The only exception is that this Amendment applies to the Project and Sub-Project Area and shall not be applicable to any other properties subject to the Plan or located in the Gateway Redevelopment Area. Further, this Amendment is intended to provide for the by-right development of Phase 1, and it is acknowledged that the development and use of Phase 2 may require additional amendments to the Plan.

### b. Overview of Amendments

This Amendment modifies specific bulk and area criteria related to building height, fence height, lighting, signage, building materials, and accessory structures and uses.

## III. REGULATORY CONTROLS

### a. Amendments

#### 1. Multiple Principal Structures

More than one principal structure shall be permitted on a single lot in the Sub-Project Area regardless of whether the lots in Phases 1 and 2 are consolidated.

#### 2. Building Height

Any permitted principal uses in the Sub-Project Area shall have a maximum height of sixty-five (65) feet, which shall be measured from the average grade surrounding the building to the top of the main roof cornice line, excluding any roof top equipment.

#### 3. Fence Height and Material: Front Yard

Fences in a front yard area shall have a maximum height of seven (7) feet and shall be decorative in nature. Fences may be constructed of masonry or concrete if they are intended to shield emergency generators or similar accessory structures from view, in which case such fences may be equal to the height of the accessory structure.

#### 4. Bulk Tanks

Bulk Tanks are permitted as accessory structures and uses. Bulk Tanks shall have a maximum height of thirty-five (35) feet, which shall be measured from the average grade surrounding the Bulk Tanks, and shall be located in close proximity to the principal structure.

5. Predominant Material of Street Walls on Primary and Secondary Streets

In order to create visual interest, patterns, and breaks in plane, street walls shall be permitted to have a mixture of materials including but not limited to glass, metal panels, bricks, and other similar materials. In addition, large areas of glass walls shall be permitted, including the use of high-performance glass (including tinted glass). There shall be no requirement that window openings have sills and heads of masonry, stone or similar materials.

6. Luminaires/Lighting

LED lights shall be permitted anywhere within the Sub-Project Area.

7. Signage

Façade signs shall be permitted on each side of a building in the Sub-Project Area. Façade signs shall not exceed 450 square feet in area on any one side of the building and may be illuminated during nighttime hours. Monument signs shall be permitted at any driveway entrance in the Sub-Project Area. Directional signage shall be permitted anywhere in the Sub-Project Area.

8. Accessory Structures and Uses

Accessory structures and uses that are customary and incidental to the principal use shall be permitted, including but not limited to emergency generators, co-generation facilities, bulk storage tanks, fences, signage, and off-street parking, subject to the requirements of the Plan and this Amendment.

b. Deviations from Provisions of the Approved Redevelopment Plan

The Planning Board may review and retain jurisdiction over applications requiring relief for deviations from the requirements of the Plan, this Amendment, or other City of Camden land use ordinances, except as set forth below. Accordingly, an amendment to the Redevelopment Plan shall not be necessary if an applicant desires to deviate from the bulk provisions or design standards set forth in the Plan, this Amendment, or the City of Camden Code, so long as the applicant obtains the appropriate variance(s) from the Planning Board. All requests for such relief shall be made to the Planning Board accompanied by a complete application for development as required by City Ordinance. Decisions on such requests shall be made in accordance with the legal standards set forth in the Municipal Land Use Law, N.J.S.A. 40:55D-70(c), in the case of requests for relief from zoning standards, and in accordance with the legal standards set forth in N.J.S.A. 40:55D-51 in the case of requests for relief from design standards.

No deviations shall be granted that result in any of the following:

- a. To allow a principal use not specifically permitted within the Sub-Project Area;

- b. To allow the maximum height of a principal building or structure to exceed the maximum permitted height by more than ten (10) feet or ten (10%).

#### **IV. EFFECTIVE DATE OF THE REDEVELOPMENT PLAN**

The Effective Date of this Amendment shall be the date that the Ordinance adopting this Amendment becomes effective.

226986600 v3

Rev. wo  
0-6

BOUCHER  
9/12/2023

**ORDINANCE ESTABLISHING ENVIRONMENTAL JUSTICE  
PROVISIONS IN CHAPTER 870 OF THE CAMDEN CITY CODE**

**WHEREAS**, The Honorable Phil Murphy, Governor of New Jersey, recently announced the first Environmental Justice Regulations in the United States; and

**WHEREAS**, the purpose of these Environmental Justice Regulations is to reduce pollution in New Jersey’s vulnerable communities, including the City of Camden; and

**WHEREAS**, the City Council of the City of Camden now seeks to incorporate and expound upon the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, its requirements and definitions in the Camden Code; and

**WHEREAS**, the City Council of the City Camden also now seeks to amend Chapter 870 of the Camden Code to also address other Environmental Justice obligations arising pursuant to New Jersey law, including but not limited to: the control of noise levels and dust levels arising from business operations; business compliance with The Air Pollution Control Act; business compliance with The Federal Resource Conservation and Recovery Act concerning hazardous and non-hazardous waste; business compliance with Underground Storage Tank regulations; and the need for businesses to comply with New Jersey statutes and/or regulations ensuring that solid waste is collected, transported and disposed of in an environmentally acceptable manner; now therefore,

**BE IT ORDAINED**, by the City Council of the City of Camden, that Chapter 870 of the Camden Code is amended as follows:

**870-272. Environmental impact assessment.**

A. This Chapter and this Section herein incorporates the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice and the definitions contained therein.

When required. The Division of Planning and Zoning shall require an environmental impact assessment as part of preliminary approval of a major subdivision or major site plan and except where prohibited by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and/or by New Jersey Department of New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice may be waived at the discretion on the Zoning Officer/Administrative Officer based upon advice from the City Engineer and the City Attorney.

B. General provisions. Same.

C. Submission format. All environmental impact assessments shall include all documents as provided for in the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, including but not limited to an Environmental Justice Impact Statement as defined in New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice. All environmental impact assessments shall provide a description of the proposed land development clearly stating its purpose and scope; the benefits to the public which will result from the proposed project, the suitability of the site for the intended use given the extent to which the site must be altered, the kinds of facilities to be constructed and the uses intended. The resident

population, working population and visitor population shall be estimated. The compatibility or incompatibility of the proposed project shall be described in relation to the City's Master Plan and the assessment shall specifically address the following items:

(1) The environmental conditions on the site shall be described, including the following items:

- (a) A description of the topographic conditions of the site.
- (b) A description and map of the existing vegetation on the site showing the location of major vegetative groupings and isolated trees greater than six inches in diameter.
- (c) Those portions of the site that can be considered to have distinctive scenic and/or historic qualities shall be mapped and described.
- (d) A description of any existing features on the site that are not considered to be part of the natural environment. This may include, but not necessarily be limited to, roads, housing units, accessory structures, utility lines, etc.
- (e) An analysis shall be conducted of existing air quality and noise levels as prescribed by the New Jersey State Department of Environmental Protection and this chapter.
- (f) Compliance with any and all requirements as provided for in the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice including but not limited to an Environmental Justice Impact Statement as defined in New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq.

(2) (a) through (i). Same.

(j). Control of noise levels, including but not limited to, a plan establishing how the business will control vehicular traffic of heavy duty trucks coming to and from any proposed facility, building and/or yard during the hours of 8:00 p.m. and 8:00 a.m., so as not to disrupt the residents living in the surrounding area or neighborhood and a methodology to respond to resident complaints of excessive noise levels.

(k) Compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.

(l) A plan to control dust levels arising from all business operations, including but not limited to, heavy duty truck traffic coming to and from any proposed facility, building and/or yard. A plan may include, but is not limited to, sprinkling, irrigation, vegetative cover, use of mulch, use of wind breaks, use of stone or soil stabilization methods (palliatives) that will assist in controlling dust.

(m) If applicable, submittals indicating compliance and/or non-compliance with The Air Pollution Control Act, as determined by the New Jersey Department of Environmental Protection (NJDEP) through the Air Compliance and Enforcement Program, including but not limited to, any Enforcement Documents issued by the NJDEP or any documents arising from court proceedings brought on behalf of the NJDEP related to The Air Pollution Control Act.

(n) If applicable, submittals indicating compliance and/or non-compliance with compliance with hazardous waste requirements established by The Federal Resource Conservation and Recovery Act (RCRA) and Underground Storage Tank regulations including but not limited to, any Enforcement Documents issued by the NJDEP or any documents arising from court proceedings brought on behalf of the NJDEP related to hazardous waste requirements.

(o) If applicable, submittals indicating compliance and/or non-compliance with all New Jersey statutes and/or regulations ensuring that solid waste is collected, transported and disposed of in an environmentally acceptable manner including but not limited to, any Enforcement Documents issued by the NJDEP or any documents arising from court proceedings brought on behalf of the NJDEP related to solid waste collection, transportation and/or disposal.

(3) The measures that will be employed during the planning, construction and operation phases which will minimize or eliminate negative impacts that could result from the proposed project shall be described. Of specific interest are:

- (a) Compliance with subsection (2)(k) above.
  - (b) Drainage plans, including soil erosion and sedimentation controls.
  - (c) Water supply and water conservation proposals including but not limited to, the use of rain gardens and other water conservation methods.
  - (d) Energy conservation measures.
  - (e) Noise reduction techniques.
  - (f) Screening and landscaping intended to enhance the compatibility of the project with its surroundings.
- (4) Same.
- (5) Same.
- (6) Same.
- (7) An environmental review checklist, which shall be developed by the Department of Planning and Development in consultation with the Environmental Commission, and shall include the following:
- (a) All documents necessary to comply with the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice.
  - (b) Information on the applicant, proposed site and description of the project.
  - (c) Copies of all City needed approvals including zoning variances, permits, etc.
  - (d) Copies of all county, state and federal approvals needed, including but not limited to, Camden County, the New Jersey Department of Environmental Protection and the U.S. Environmental Protection Agency.

D. The Planning Board shall review the information furnished in the environmental impact assessment in the context of the overall design of the proposed development and the relationship of the proposed developments to the environment and shall take into account and ensure compliance with section (2) (k) above.

§ 870-273. Community impact assessment.

A. When required. The Division of Planning and Zoning shall require a community impact assessment which shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live, as part of preliminary approval of a major subdivision or major site plan and except where prohibited by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and/or by New Jersey Department of New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice may be waived at the discretion on the Zoning Officer/Administrative Officer based upon advice from the City Engineer and the City Attorney.

B. Same.

C. Submission format. Same.

1. Same.

2. Same.

3. Same.

4. Same.

5. Same.

6. Same.

7. Same.

8. Compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.

D. The Planning Board shall review the information furnished in the community impact assessment in the context of the overall design of the proposed development and the relationship of the proposed developments to the environment and shall take into account and ensure compliance with subsection C(8) above.

**870-282. Preliminary major site plan detail.**

A. Same.

(1) Same.

(2) Same.

(3) Same.

(4) Submittals ensuring compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq.,



Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.

- (5) Former (4). Same.
- (6) Former (5). Same.
- (7) Former (6). Same.
- (8) Former (7). Same.
- (9) Former (8). Same.
- (10) Former (9). Same.

**870-284. Final major subdivision plat details.**

A. Same.

- (1) Same.
- (2) Same.
- (3) Same.
- (4) Same.
- (5) Same.
- (6) Compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.
- (7) Former (6). Same.
- (8) Former (7). Same.
- (9) Former (8). Same.
- (10) Former (9). Same.
- (11) Former (10). Same.
- (12) Former (11). Same.

B. Same.

C. Same.

**870-285. Final major site plan details.**

A. Same.

(1) Same.

(2) Same.

(3) Same.

(4) Same.

(5) Where applicable, documents ensuring compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.

(6) Former (5). Same.

(7) Former (6). Same.

(8) Former (7). Same.

**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 to the extent that any provisions or portions of this ordinance is inconsistent with the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and/or the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, or other federal or New Jersey laws, those provisions or portions of this ordinance are hereby superseded those federal or New Jersey laws, and are, therefore, null and void.

**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 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 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: September 12, 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

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

DSB:mbs  
08-08-23

**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.

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Date of Introduction: August 8, 2023

The above has been reviewed  
and approved as to form.



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DANIEL S. BLACKBURN  
City Attorney

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ANGEL FUENTES  
President, City Council

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VICTOR CARSTARPHEN  
Mayor

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

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



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.

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Date of Introduction: August 8, 2023

The above has been reviewed  
and approved as to form.



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DANIEL BLACKBURN  
City Attorney

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ANGEL FUENTES  
President, City Council

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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

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.

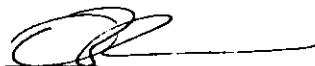
SECTION 3. This ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

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

0-5

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.

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Date of Introduction: August 8, 2023

The above has been reviewed  
and approved as to form.



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DANIEL S. BLACKBURN  
City Attorney

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ANGEL FUENTES  
President, City Council

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VICTOR CARSTARPHEN  
Mayor

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



DB:dh  
08-08-23

0-6

**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

# *Resolutions*

R-1

FUENTES  
9/12/2023

**RESOLUTION AUTHORIZING THE CEREMONIAL NAMING OF N. 6TH STREET,  
FROM COOPER TO MARKET AS "LAWRENCE MILES LANE" IN THE  
CITY OF CAMDEN**

**WHEREAS, Lawrence W. Miles** opened up "La Unique African American Bookstore & Cultural Center in 1991, they carry books by Black authors and about Black history and culture, along with children's books, educational videos and African-inspired jewelry; and

**WHEREAS, Lawrence W. Miles** sensed a pressing need for a more culturally prominent presence in Camden, Larry created La Unique African-American Bookstore and Cultural Center. The term "La Unique" derived from "La", short for Larry and "Unique" which emphasizes his desire to create an ultimately unique educational and cultural experience for his community; and

**WHEREAS, Mr. Lawrence W. Miles** is a local entrepreneur, the business has established through the years have been a successful beacon of light and opportunities for young and old; and

**WHEREAS, The African-American Cultural Center**, featuring art prints, paintings, imported African sculpture exhibits from around the world, musical instruments, clothing, and jewelry, is also home to "The Poets Den", where nationally acclaimed jazz musicians and award-winning poets meet to provide poetry readings and musical entertainment.; and

**WHEREAS, The Cultural Arts Center** also serves as an educational center, a significant meeting place for academic workshops, book signings, album release parties, business meetings and other social and civic functions; and

**WHEREAS, the City Council of the City of Camden** now seeks to Honor Mr. Lawrence W. Miles; and

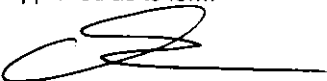
**WHEREAS, the City Council of the City of Camden** believes that Lawrence W. Miles should be properly honored by the ceremonial naming of 6TH STREET, FROM COOPER TO MARKET as "LAWRENCE MILES LANE"; now, therefore

**BE IT RESOLVED** by the City Council of the City of Camden that LAWRENCE MILES is hereby recognized and in recognition of his accomplishments, 6TH STREET, FROM COOPER TO MARKET, in the City of Camden shall be ceremonially named "LAWRENCE MILES LANE" 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: September 12, 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: August 18, 2023

Council Meeting Date: September 12, 2023

FROM: Councilperson

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

- Marilyn Torres, 3<sup>rd</sup> Ward
- Jannette Ramos, 4<sup>th</sup> Ward
- Nohemi G. Soria-Perez, At-Large

**Action Requested:**

**RESOLUTION AUTHORIZING THE CEREMONIAL NAMING OF N. 6TH STREET, FROM COOPER TO MARKET AS "LAWRENCE MILES LANE" IN THE CITY OF CAMDEN**

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

*Angel Fuentes /nsb*

*8/18/23*

\_\_\_\_\_  
Signature of Councilperson

\_\_\_\_\_  
Date

R-2

DB:dh  
09-12-2023

**RESOLUTION TO ALLOW THE CITY COUNCIL TO ENTER INTO AN EXECUTIVE CLOSED SESSION**

**WHEREAS**, The Open Public Meetings Act, N.J.S.A. 10:4-6, requires public meetings to be open to the public; however pursuant to N.J.S.A. 10:4-12, there are certain exceptions that permit an Executive Closed Session which would not be open to the public; and

**WHEREAS**, N.J.S.A. 10:4-12(b)(1) is one of The Open Public Meetings Act exceptions that permits an Executive Closed Session to discuss matters which are advisory, consultative or deliberative, and therefore confidential; and

**BE IT RESOLVED**, by the City Council of the City of Camden, that the governing body hereby authorizes an Executive Closed Session of the governing body on Thursday, September 12, 2023 at 4:00 p.m. Furthermore, all appropriate steps as outlined by The Open Public Meetings Act, N.J.S.A. 10:4-6, et seq. will be followed and that notes of this session will be kept and that contents and discussions of this meeting will be revealed to the public as soon as practicable.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Camden that, pursuant to the Open Public Meetings Act, N.J.S.A. 10: 4-6 et seq., all requirements for the holding of n Executive Closed Session will be complied with, including but not limited to, that notes will be taken of the Executive Closed Session which will be kept and maintained and also that discussions of the Executive Closed Session will be revealed to the public as soon as practicable.

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

Date: September 12, 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  
09-12-23

R-3

### RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION

WHEREAS, there is now pending before the Superior Court of New Jersey, Law Division, Camden County a case under Docket No. L-004612-18, City of Camden, et al. v. Victor Urban Renewal, LLC, et al. (the "Litigation"); and

WHEREAS, the City of Camden has asserted in the litigation various claims against several entities owned or controlled by Carl E. Dranoff ("Dranoff") which include Victor Urban Renewal, LLC (VUR), Victor Associates, and Victor GB (the "Dranoff Entities"); and

WHEREAS, the City claims Dranoff Entities owes the City substantial amounts in excess net profits under a Financial Agreement dated August 21, 2002, related to the development of the Victor Building (known as Block 71, Lots 2, 4, 8, 9 and 17 (consolidated to Block 71 Lot 8 (ID 1293), and Block 71 Lot 8 Qualifier X (ID 32659)), and Block 72 Lots 38 and part of Lot 28 (consolidated to "Proposed Lot 38" to Block 72 Lot 38 (ID 1298), and Block 72 Lot 38 Qualifier X (ID 32660)), of the City of Camden Tax Map (the "Victor Building"); and

WHEREAS, the Camden Redevelopment Agency (CRA) is also a party to the Litigation and Dranoff Properties, Inc. (DPI) challenged the termination of rights to the CRA owned building known as the Radio Lofts Property which is designated on the City of Camden Tax Map as Block 72, Lots 1 and 28 (the "Radio Lofts Property");

WHEREAS, this matter has been reviewed and negotiated by and between the parties of this litigation and a global settlement agreement has been reached to settle the case; and

WHEREAS, in accordance with the global settlement, the City of Camden will receive cash payments from a Dranoff Entity totaling Three Million Three Hundred Eight Thousand Dollars (\$3,308,000) in accordance with the following schedule:

- A. A payment of \$500,000 within 30 days of the executed settlement agreement and release; and
- B. an additional payment of \$2,500,000 due upon the earlier of the following two dates: (i) the closing date on which fee title to the Victor Property is conveyed to a qualified third-party buyer; or (ii) June 1, 2026; and
- C. a \$154,000 payment in addition to the annual service charge to the City by March 31, 2024 and another payment of \$154,000 to the City by March 31, 2025; and

WHEREAS, Dranoff Properties agrees to convey in fee simple the Parking Lot adjacent to Radio Lofts Property to the City for \$1.00; and

WHEREAS, the global settlement is made in recognition of the risks of litigation and in order to avoid the continued costs and expenses of litigating the within matter; and

WHEREAS, the specific terms of the settlement are set forth in the form of Settlement Agreement attached hereto as Exhibit A; and

WHEREAS, since the proposed settlement is a global settlement, the City cannot proceed with the settlement of its claims unless the CRA approves the global settlement and conversely, the CRA cannot proceed with the settlement of its claims unless the City approves the global settlement; and

WHEREAS, the CRA will be seeking approval of the proposed global settlement at a September, 2023 regular meeting; and

WHEREAS, Council has reviewed said settlement terms and has determined that it is in the best interests of the City of Camden to settle the litigation in the aforesaid matter; 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 and directed to negotiate and enter into a Settlement Agreement and Release that contains the terms set forth in this resolution and such other and additional terms that are approved by said officers; and

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

Date: September 12, 2023

The above has been reviewed  
and approved as to form.



DANIEL S. BLACKBURN  
City Attorney

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

ATTEST:

\_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# EXHIBIT A

**CITY OF CAMDEN, et al. v. VICTOR URBAN RENEWAL, et al.**

**SETTLEMENT TERMS**

**September 1, 2023**

- Payment of \$500,000 to City within 30 days of signed Settlement Agreement and Release
- Additional payment of \$2,500,000 to City, due upon the earlier of the following two dates: (i) the closing date on which fee title to the Victor Property is conveyed to a qualified third-party buyer; or (ii) June 1, 2026
- In addition to the Annual Service Charge: (i) one payment of \$154,000 to the City by March 31, 2024; and (ii) one payment of \$154,000 to the City by March 31, 2025
- Dranoff Properties to release all rights in Radio Lofts Building
- City will acknowledge and agree in writing that Victor operating expenses shall be specifically allocated in accordance with Ground Lease
- Settlement Agreement will provide assurances that property assessments on Victor Building will be fair and in accordance with New Jersey law
- City will not unreasonably withhold or delay consent to transfer Financial Agreement to qualified third-party buyer
- Convey fee simple title to Parking Lot adjacent to Radio Lofts Building to the City for \$1.00
- Reciprocal dismissal of all claims with prejudice; including full Release

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**SETTLEMENT AGREEMENT AND LIMITED RELEASES**

This Settlement Agreement and Limited Releases (the “Settlement Agreement”) is effective as of September 1, 2023 (the “Effective Date”) by and among the City of Camden (“the City”), the City of Camden Redevelopment Agency (“CRA”), Michelle Banks-Spearman (“Banks-Spearman”), Jason Asuncion (“Asuncion”), Olivette Simpson (“Simpson”), Victor Urban Renewal Group, LLC (named in the complaint as Victor Urban Renewal, LLC (“VUR”)), Victor Associates, LP (“Victor Associates”), Victor GP Corp. (“Victor GP”), Dranoff Properties, Inc. (“DPI”), and Carl E. Dranoff. All of the above parties are collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, The Parties are parties to litigation captioned City of Camden, et al. v. Victor Urban Renewal, LLC, et al., Superior Court of New Jersey, Law Division, Camden County, Docket No. 004612-18 (the “Litigation”); and

**WHEREAS**, the Parties have agreed to resolve the Litigation as set forth in this Settlement Agreement; and

**WHEREAS**, VUR, Victor Associates, Victor GP, DPI and Carl E. Dranoff are referred to collectively as “Dranoff.”

**NOW, THEREFORE**, in consideration of the mutual promises exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. **Settlement Payments.** The City shall receive the following settlement amounts:
  - a. Five Hundred Thousand Dollars (\$500,000.00), no later than thirty (30) days after the Effective Date;
  - b. Two Million Five Hundred Thousand Dollars (\$2,500,000.00) on the earlier of the following three dates: (i) at settlement of the sale or conveyance of a title interest in all or part

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of the Victor Building (known as Block 71, Lots 2, 4, 8, 9 and 17 (consolidated to Block 71 Lot 8 (ID 1293) and Block 71 Lot 8 Qualifier X (ID 32659)), and Block 72 Lots 38 and part of Lot 28 (consolidated to "Proposed Lot 38" to Block 72 Lot 38 (ID 1298) and Block 72 Lot 38 Qualifier X (ID 32660)), of the City of Camden Tax Map) (the "Victor Building"), (ii) at the time that 50% or more (determined on a cumulative basis since the Effective Date) of the ownership of Victor GP is sold or conveyed to any third party, or (iii) June 1, 2026;

c. One Hundred and Fifty-Four Thousand Dollars (\$154,000.00) no later than March 31, 2024;

d. One Hundred and Fifty-Four Thousand Dollars (\$154,000.00) no later than March 31, 2025;

2. **Settlement Payment Details.** The following shall apply to the settlement payments required by paragraphs 1(a) through 1(d):

a. VUR, Victor Associates and Victor GP shall each be jointly and severally liable for the payments required by paragraphs 1(a) through 1(d).

b. The payments required by paragraphs 1(a) through 1(d) shall be made via wire transfer to the IOLTA account of Brown & Connery, LLP. Brown & Connery, LLP shall promptly provide its wiring instructions for such account to Dranoff upon written request by Dranoff.

c. If there is any default in the obligations to make the payments required by paragraphs 1(a) through 1(d), upon such a default, the amounts not paid shall be deemed to be a lien and encumbrance on the Victor Building until paid in full, with a priority equal to that which it would have had if it had been perfected as a lien as of the Effective Date.

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d. If there is any default in the obligations to make the payments required by paragraphs 1(a) through 1(d), and if a transfer set forth in paragraph 1(b)(i) or 1(b)(ii) has been made, then the direct and indirect recipient(s) of such transferred interest shall be jointly and severally liable for the payments required by paragraphs 1(a) through 1(d).

3. **Allocation of Expenses under the Financial Agreement.** VUR and the City are parties to a Financial Agreement dated August 21, 2002, which provides for certain payments in lieu of taxes to be made by VUR to the City during the term of the agreement (the "Financial Agreement"). The City and VUR agree that, for purposes of determining the net profits and/or the excess profits of VUR under the Financial Agreement (and/or the allocation of any expenses on any consolidated financial statements to which VUR is a party), VUR's expenses, which VUR is and shall be entitled to deduct, shall be calculated and determined in accordance with paragraph(s) 7.2 of that certain Ground Lease between VUR and Victor Associates dated October 17, 2002 (the "Ground Lease"). A copy of the Ground Lease was marked as Exhibit 33 in the Litigation, and is attached to this Settlement Agreement. The Parties hereby acknowledge, accept, and ratify the Ground Lease in all respects as it relates to the matters set forth in this paragraph.

4. **No Changes to the Financial Agreement.** The Financial Agreement shall remain in full force and effect according to its terms and is not amended by the terms of this Settlement Agreement.

5. **Conveyance of Block 72, Lot 9 to the City.** Block 72, Lot 9 of the City of Camden Tax Map is a surface parking lot (the "Dranoff Lot") currently owned by an entity that is owned and/or controlled by Dranoff (the "Affiliate Entity"). Dranoff shall cause the Affiliate Entity to convey to the City fee simple title to the Dranoff Lot by quitclaim deed for the consideration of \$1.00, which conveyance shall be made under and subject to all matters of record and the existing

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lease with the City except that the Dranoff Lot shall be transferred free and clear of all mortgages, judgments and other monetary liens. The Dranoff Lot shall be conveyed in its as is / where is condition, with all faults, and without any warranties whatsoever except as set forth in this paragraph. The conveyance ("Closing") shall be on the date that is 60 days after the Effective Date or such other date that is mutually agreed to by the City and Dranoff. At the Closing Dranoff shall cause the Affiliate Entity to execute and deliver a quit claim deed and such other closing documents to the City that are necessary to convey good and marketable title to the City of the Dranoff Lot and for the City to obtain title insurance for the Dranoff Lot at regular rates. All transfer, title insurance costs and premiums and recording fees shall be paid by the City. Rents and expenses (including but not limited to property taxes) applicable to the Dranoff Lot shall be adjusted as of the Closing date. At closing, Dranoff will assign the existing lease on the Dranoff Lot to the City, and the City will accept the assignment of that lease. Each Party shall bear their own Closing costs and expenses.

6. **Release of Rights in Radio Lofts Property.** The CRA is the owner of property known as the Radio Lofts Building, which is Block 72, Lot 1 of the City of Camden Tax Map (the "Radio Lofts Property"). CRA and DPI have entered into the following agreements regarding redevelopment of the Radio Lofts Property: Option Agreement dated August 20, 2002, which was marked as Exhibit 28 in the Litigation; Property Management Agreement dated January 28, 2005, which was marked as Exhibit 57 in the Litigation; and Redevelopment Agreement dated May 3, 2006, which was marked as Exhibit 47 in the Litigation which together are referred to as the "Radio Lofts Agreements." DPI represents that it has not assigned any of its rights under the Radio Lofts Agreements to any other party. DPI and Dranoff hereby irrevocably release all development and other rights they may have in the Radio Lofts Property including but not limited to all rights under

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the Radio Lofts Agreements. Dranoff makes no representation or warranty as to suitability of the Radio Lofts Property for any particular use, or as to the environmental condition of the Radio Lofts Property. The consideration for the release of the rights set forth in this paragraph is the mutual covenants made by the Parties under this Settlement Agreement and no additional compensation shall be required to be paid for the release of these rights.

7. **Covenant as to Real Estate Tax Assessments.** The City covenants that all future real estate tax assessments placed on the Victor Building will be fair and in accordance with New Jersey law.

8. **Consent to Transfer of the Financial Agreement.** The City covenants that it will not unreasonably withhold or delay consent to transfer of the Financial Agreement to a qualified third-party buyer (as defined in the Financial Agreement).

9. **Stipulation of Dismissal of Litigation.** Within fifteen (15) days of the date the last signature is affixed to this Settlement Agreement, counsel for the Parties shall file a stipulation of dismissal with the Court that dismisses with prejudice all claims, counterclaims and third party claims that have been included in the Litigation, with all Parties bearing their own costs and attorneys' fees.

10. **Release by the City Parties.** In consideration of the terms of this Settlement Agreement, the City, CRA, Banks-Spearman, Asuncion and Simpson, on behalf of themselves and their parents (and all affiliates and members or shareholders of parents), successors, affiliates, members, shareholders, owners, representatives, officers, directors, agents, attorneys, and assigns, past and present (together the "City Releasers"), hereby irrevocably and unconditionally release and forever discharge and covenant not to sue or prosecute VUR, Victor Associates, Victor GP, DPI and/or Carl E. Dranoff and their parents (and all affiliates and members or shareholders of

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parents), successors, affiliates, members, shareholders, owners, representatives, officers, directors, agents, attorneys, and assigns, past and present (the "Dranoff Releasees") with respect to any and all claims, demands, damages, injuries, causes of action or suits at law or in equity, and liability of every kind and nature whatsoever, past, present, or future, known and unknown, suspected and unsuspected, against the Dranoff Releasees, by reason of any matter, cause, or thing whatsoever arising from or out of the facts or claims asserted in the Litigation. This is a limited release and it does not extend to any claims, demands, damages, or causes of action unrelated to the Litigation.

11. **Release by the Dranoff Parties.** In consideration of the terms of this Settlement Agreement, VUR, Victor Associates, Victor GP, DPI and Carl E. Dranoff, on behalf of themselves and their parents (and all affiliates and members or shareholders of parents), successors, affiliates, members, shareholders, owners, representatives, officers, directors, agents, attorneys, and assigns, past and present (together the "Dranoff Releasors") hereby irrevocably and unconditionally release and forever discharge and covenant not to sue or prosecute the City, CRA, Banks-Spearman, Asuncion and/or Simpson and their parents (and all affiliates and members or shareholders of parents), successors, affiliates, members, shareholders, owners, representatives, officers, directors, agents, attorneys, and assigns, past or present (the "City Releasees") with respect to any and all claims, demands, damages, injuries, causes of action or suits at law or in equity, and liability of every kind and nature whatsoever, past, present, or future, known and unknown, suspected and unsuspected, against the City Releasees, by reason of any matter, cause, or thing whatsoever arising from or out of the facts or claims asserted in the Litigation. This is a limited release and it does not extend to any claims, demands, damages, or causes of action unrelated to the Litigation.

12. **Recording of a Memorandum of the Settlement Agreement.** The City shall record ,at its own cost and expense, a Memorandum of Settlement Agreement, the form of which

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is attached as Exhibit A, in the land records of Camden County. The Parties to the Settlement Agreement shall sign the Memorandum of Settlement Agreement and have their signatures acknowledged by a notary public at the same time that the Parties execute the Settlement Agreement. The signed and Acknowledged Memorandum of Settlement Agreement shall then be forwarded to the City so that it may be recorded. In addition, the Parties to the Settlement Agreement shall cooperate and execute such other documents that are necessary to complete the recording of the Memorandum of Settlement Agreement.

13. **Attorneys' Fees and Costs.** The Parties shall each bear their own respective attorneys' fees and costs related to this Settlement Agreement, the Litigation, and the subject matter of the Litigation.

14. **Remedies for Breach of the Agreement.** In the event that this Settlement Agreement is breached by any Party, the non-breaching party or parties shall have the right to enforce the Settlement Agreement by an action at law or in equity venued in the Superior Court of New Jersey, Camden County. The Parties agree that the remedy of specific performance shall be available for all non-monetary obligations set forth in this Settlement Agreement. The Parties also agree that action to enforce this Settlement Agreement will be tried to a Judge, sitting without a jury. In the event that any action is required to enforce any of the terms of this Settlement Agreement, the party that prevails in such action shall be reimbursed by the non-prevailing party for all reasonable costs and expenses incurred by the prevailing party, including but not limited to reasonable attorneys' fees.

15. **Construction of Settlement Agreement.** The terms of this Settlement Agreement are the product of negotiations between the Parties through their respective counsel, and the Parties

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agree that those terms shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Settlement Agreement to be drafted.

16. **No Admissions.** By entering into the Settlement Agreement, the Parties expressly recognize that they are admitting no liability or wrongdoing whatsoever. On the contrary, the Parties strenuously deny any liability, wrongdoing or fault. This Settlement Agreement reflects a decision by the Parties to settle their differences, disputes and claims without the need to continue the Litigation, so that they can avoid the annoyance, distraction and expense of further Litigation.

17. **Settlement Agreement Inadmissible.** This Settlement Agreement, and the terms provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding (other than an action to enforce the terms of this Settlement Agreement) if offered in an attempt to show, demonstrate, or evidence or support a contention that any of the Parties acted illegally, wrongfully, improperly, or in breach of law, contract or proper conduct.

18. **Binding Effect.** This Settlement Agreement and all rights and duties set forth herein shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors, heirs, and assigns.

19. **Choice of Law, Venue, and Forum Selection.** This Settlement Agreement, and all claims and disputes arising in connection with this Agreement, shall be governed by and construed in accordance with the laws of New Jersey, without regard to any conflicts or choice of law principles. Any action arising from the terms of this Agreement is to be brought in the Superior Court of New Jersey, Camden County. The Parties waive the right to a jury in any lawsuit arising out of or in connection with this Agreement.

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20. **Informed Consent.** The Parties hereby represent to each other that each has adequate information regarding all matters encompassed by this Settlement Agreement to make an informed and knowledgeable decision whether to enter into this Settlement Agreement. The Parties acknowledge they are aware that they might discover facts in addition to or different from those they know or believe to be true with respect to the subject matter of this Settlement Agreement, but that it is their intention to be bound by the terms of this Settlement Agreement notwithstanding the discovery of the existence of any such additional or different facts. The Parties further represent to each other that each has had the benefit of advice of competent legal counsel with respect to its decision to enter into this Settlement Agreement and the settlement provided for herein.

21. **No Representations or Warranties Except Those Stated.** The Parties represent that each has independently and without reliance upon any other Party made its own analysis and decision to enter into this Settlement Agreement. Further, each Party acknowledges and hereby verifies that no Party has made any representations or warranties in connection with this Settlement Agreement, whether express or implied, of any kind or character, except as expressly set forth herein.

22. **Authority.** Each Party to this Settlement Agreement represents that it is duly authorized to execute this Settlement Agreement, and to enter into the settlement described herein. Each Party further represents that it is not breaching or interfering with any agreement, right or obligation to any person, entity, or party or non-party by entering into the settlement described herein.

23. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all

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prior agreements and negotiations between the Parties relating to the foregoing. There are no other understandings or agreements between or among the Parties with respect to the subject matter hereof except as set forth herein.

24. No Waiver. The failure of any Party to this Settlement Agreement to exercise and/or delay in exercising any power or right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise of any other power or right hereunder. Further, the waiver by any Party to this Settlement Agreement of any right or remedy hereunder on any occasion shall not be construed as a waiver of any such right or remedy on any future occasion.

25. No Oral Modification. No condition or provision of this Settlement Agreement may be modified, waived, or revised in any way except in writing executed by the Parties and referring specifically to this Settlement Agreement.

26. Counterparts. This Settlement Agreement may be executed in counterparts (including by facsimile, DocuSign, PDF, or other form of digital signature), and each counterpart, when executed, shall have the efficacy of a signed original.

IN WITNESS WHEREOF, the Parties hereto intending to be legally bound hereby cause this Settlement Agreement and Release to be executed on the date or dates indicated below:

Dated: September \_\_, 2023 City of Camden

ATTEST: BY: \_\_\_\_\_  
(Name: ) (Name: )

(executions continue)

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Dated: September \_\_, 2023

City of Camden Redevelopment Agency

ATTEST:  
(Name: \_\_\_\_\_ )

BY: \_\_\_\_\_  
(Name: \_\_\_\_\_ )

Michelle Banks-Spearman

Sworn to and subscribed  
before me this \_\_\_\_\_  
day of September, 2023

\_\_\_\_\_  
Michelle Banks-Spearman

NOTARY PUBLIC

Jason Asuncion

Sworn to and subscribed  
before me this \_\_\_\_\_  
day of September, 2023

\_\_\_\_\_  
Jason Asuncion

NOTARY PUBLIC

Olivette Simpson

Sworn to and subscribed  
before me this \_\_\_\_\_  
day of September, 2023

\_\_\_\_\_  
Olivette Simpson

NOTARY PUBLIC

(executions continue)

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Dated: September \_\_\_, 2023

Victor Urban Renewal Group, LLC

ATTEST:  
(Name: \_\_\_\_\_ )

BY: \_\_\_\_\_  
(Name: \_\_\_\_\_ )

Dated: September \_\_\_, 2023

Victor Associates, LP

ATTEST:  
(Name: \_\_\_\_\_ )

BY: \_\_\_\_\_  
(Name: \_\_\_\_\_ )

Dated: September \_\_\_, 2023

Victor GP Corp.

ATTEST:  
(Name: \_\_\_\_\_ )

BY: \_\_\_\_\_  
(Name: \_\_\_\_\_ )

Dated: September \_\_\_, 2023

Dranoff Properties, Inc.

ATTEST:  
(Name: \_\_\_\_\_ )

BY: \_\_\_\_\_  
(Name: \_\_\_\_\_ )

Carl E. Dranoff

Sworn to and subscribed  
before me this \_\_\_\_\_  
day of September, 2023

\_\_\_\_\_  
Carl E. Dranoff

NOTARY PUBLIC

DRAFT

DB:dh  
09-12-23

R-4

**RESOLUTION AUTHORIZING SETTLEMENT OF A  
WORKERS COMPENSATION CLAIM**

WHEREAS, there is a pending matter in the New Jersey Workers Compensation Division, which is captioned, *Rachelle Dunn v. City of Camden*; and

WHEREAS, the Counsel representing the City of Camden resolved all the open claims and advises the settlement of this matter; and

WHEREAS, the Municipal Insurance Fund Commissioners met on August 4, 2023 and made the recommendation to settle the matter in the amount of FORTY THOUSAND NINETY TWO DOLLARS AND NINETY-TWO CENTS (\$40,092.92); and

WHEREAS, the City Attorney requests that the City Council of the City of Camden authorize the settlement of the workers' compensation matter of *Rachelle Dunn v. City of Camden* in the amount of FORTY THOUSAND NINETY TWO DOLLARS AND NINETY-TWO CENTS (\$40,092.92); now therefore

BE IT RESOLVED by the City Council of the City of Camden, that the settlement of the workers' compensation claim of *Rachelle Dunn v. City of Camden* is hereby authorized in the amount of FORTY THOUSAND NINETY TWO DOLLARS AND NINETY-TWO CENTS (\$40,092.92).

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

Date: September 12, 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: **SEPTEMBER 12, 2023**

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

**TITLE OF ORDINANCE/RESOLUTION:** Resolution Authorizing Settlement of Litigation

Point of Contact:	<b>Daniel S. Blackburn</b>	<b>Law Department</b>	<b>856-757-7170</b>	<b>DaBlackb@ci.camden.nj.us</b>
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

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

Approved by:  
Business Administrator

8/27

Signature

Date

Attachments (list and attach all available):

1. Additional supporting documents: Waiver D

***"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

SEP 1 2023

Signature

Date



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution Authorizing Settlement of Litigation

### FACTS/BACKGROUND:

- The Commissioners of the Municipal Insurance Fund approve the resolution to settle the matter of Rachele Dunn vs. City of Camden worker's compensation claim on August 4, 2023.
- Rachele Dunn was a Tele communicator with the Police Department who alleged exacerbation of her asthma and pulmonary injuries as a cumulative trauma injury. There was an attempt to resolve this claim in 2021 for a section 20 of \$50,000. Petitioner's attorney wanted the City to additionally accept responsibility to fund for a Medicare Set aside. The employee received temporary disability from the state before ultimately receiving an ordinary disability pension in 2016.
- The claim is now being resolved with the benefit of a pension offset. However the City is responsible for paying a lien to the State for the temporary disability paid to the claimant.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$40,092.92

### IMPACT STATEMENT:

- The matter is subject to NJ Workers Compensation Statutes. We must either seek a resolution with the Petitioners legal representative or leave the final value of the claim in the hands of the Judge presiding over the Workers Compensation claim.
- This settlement has been reviewed and approved by our defense counsel and by the Insurance Commission for the City of Camden
- If this settlement is approved, counsel representing the City of Camden will move to resolve the claim at the next Workers Compensation Hearing date. The settlement payment will be processed and issued through the Third Party Claims Administrator, Qual-Lynx.

### SUBJECT MATTER EXPERTS/ADVOCATES:

- Damon Burke, Risk Manager
- Municipal Insurance Fund Commissioners

### COORDINATION:

- 

Prepared by: Damon Burke, Risk Manager

[Daburke@ci.camden.nj.us](mailto:Daburke@ci.camden.nj.us) /856-757-7170

---

Name

Phone/Email

DB:dh  
09-12-23

R-5

**RESOLUTION AWARDING A CONTRACT TO SHADE ENVIRONMENTAL, LLC  
FOR LEAD PAINT REMEDIATION FOR THE ENGINE COMPANY NUMBER 11  
FIREHOUSE**

WHEREAS, there exists a need for the provision of lead remediation services for the removal of lead paint from the Engine Company Number 11 Firehouse by Shade Environmental, LLC; 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 purchasing, utilizing pricing structure from Hunterdon County Educational Services Commission, #HCESC-SER-22-15; 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 "3-13-E0-100-001" 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 Shade Environmental, LLC, 623 Cutler Avenue, Maple Shade, NJ 08052 for the provision of lead remediation services under Hunterdon County HCESC-SER-22-15, in the amount of SEVENTY-ONE THOUSAND DOLLARS (\$71,000.00), 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.

Dated: September 12, 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: **SEPTEMBER 12, 2023**

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

*AEESC - Loop w/ Shade Env.*

TITLE OF ORDINANCE/RESOLUTION: **Resolution Authorizing Lead Paint Remediation**

Point of Contact:	<b>Daniel S. Blackburn</b>	<b>Law Department</b>	<b>856-757-7170</b>	<b>DaBlackb@ci.camden.nj.us</b>
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

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

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Additional supporting documents: Lead Remediation Proposal for Fire House Engine 11

*"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

AUG 23 2023

Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution Authorizing Lead Paint Remediation

**FACTS/BACKGROUND:**

- A loss control report previously identified chipping paint in the bay ceiling and walls of Engine 11
- Due to the age of the structure, the remaining paint was tested from multiple locations on July 11 and it was determined to be lead based.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$71,000

Procurement: NISSA 40A:11-11(S) - Pricing under HCESC-SER 22-15

**IMPACT STATEMENT:**

- The chipping paint represents a hazard to the health of the Fire Fighters within the building.
- City employees are at risk of continuing to inhale lead dust. This represents a worker's compensation and general liability exposure.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Damon Burke, Risk Manager

**COORDINATION:**

- 

Prepared by: Damon Burke, Risk Manager

[Daburke@ci.camden.nj.us](mailto:Daburke@ci.camden.nj.us) /856-757-7170

---

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: SHADE ENVIRONMENTAL

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

- BUDGET APPROPRIATION: 3-01-E0-100-001

AMOUNT:\$71,000.00

- DEDICATED BY RIDER:

AMOUNT:\$

- RESERVE FOR STATE AND FEDERAL GRANT:

AMOUNT:\$

- CAPITAL ORDINANCE

AMOUNT:\$

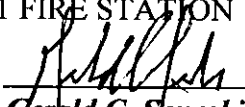
- TRUST ACCOUNT:

AMOUNT: \$

**DETERMINATION OF VALUE CERTIFICATION**

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$71,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SHADE ENVIORNMENTAL LLC TO PROVIDE LEAD PAINT REMOVAL AT ENGING 11 FIRE STATION

  
\_\_\_\_\_  
*Gerald C. Seneski*

*Director of Finance*

Date: 8/28/23

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

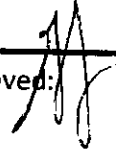
REQUISITION	
NO.	23-02721

SHIP TO	OFFICE OF RISK MANAGEMENT 4TH FL CITY HALL P O BOX 95120 CAMDEN, NJ 08101
VENDOR	VENDOR #: SHA28 SHADE ENVIRONMENTAL L.L.C. 47 S. LIPPINCOTT AVENUE MAPLE SHADE, NJ 08052

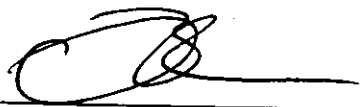
ORDER DATE: 08/22/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

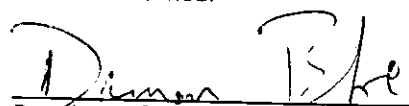
QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	LEAD PAINT REMOVAL ENGINE 11	3-13-E0-100-001	71,000.0000	71,000.00
			TOTAL	71,000.00

CITY OF CAMDEN  
 PURCHASING BUREAU  
 2023 AUG 24 AM 11:53

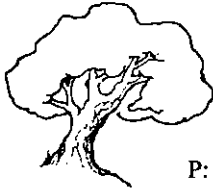
Approved: 

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: **AUG 22 2023**

  
 Receiver of Goods  
 Date: **8.22.23**

**FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU**



## Shade Environmental, LLC

623 Cutler Avenue, Maple Shade, NJ 08052

P: 856-755-0099 | F: 856-482-5879 | office@shadellc.com | www.shadellc.com

---

August 17, 2023

Damon Burke  
City of Camden  
520 Market Street  
Camden, NJ 08102

### **RE: Fire House Engine 11**

Shade Environmental is pleased to present this proposal for lead remediation.

#### **Scope of Work:**

- Stabilize loose and flaking paint on the ceiling and walls of the Operating Bay.
- Work to be completed in phases to allow limited access to other areas of the building.

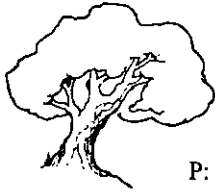
**Price: \$71,000.00**

#### **Conditions:**

1. Prevailing wage rates using a non-union workforce.
2. Water and electric to be available onsite.
3. All loose work area contents to be removed by others.
4. Final clearance wipe sampling is not included.
5. Fire engine to be removed from the bay to allow clear access to the ceiling and walls.
6. All stabilized surfaces to be coated with a lead barrier coat.
7. Final painting is not included.
8. Hunterdon County Co-Op #HCEESC-Ser-22-15.

The price includes all labor, material, and equipment to perform the project. All prevailing Federal, EPA, OSHA, State, and local regulations will be followed.

The price includes \$1 million occurrence and \$5 million aggregate comprehensive general liability insurance on an occurrence basis with the ability to name the building owner as additional insured. All insurance coverage is provided by an A+ superior-rated insurance company.



## Shade Environmental, LLC

623 Cutler Avenue, Maple Shade, NJ 08052

P: 856-755-0099 | F: 856-482-5879 | office@shadellc.com | www.shadellc.com

---

Shade Environmental looks forward to working with you. Should you have any questions, please feel free to call anytime.

Respectfully submitted,

Timothy Bryan  
Project Manager

**NOTE:** This proposal will serve as a contract. If you would like to proceed in working with Shade Environmental, please sign and return this proposal by email to office@shadellc.com or fax to 856-482-5879. By signing below, you agree to pay the total price (**\$71,000.00**) in full. **Payment Terms: Net 30 from Date of Invoice.** Late payments may be subject to an accruing interest charge of 1.5% per month. A service charge of 4.5% will be added for any credit card payments. It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement, Shade Environmental will be reimbursed by the Client (City of Camden) for all court costs and reasonable attorney's fees in addition to accrued service charges.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
PO No.





**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	<b>Professional Service</b>
Name of Vendor	<b>Shade Environmental, LLC</b>
Purpose or Need for service:	<b>This agreement will allow Shade Environmental to remediation the current condition in Engine 11 where the lead paint is chipping and falling from the ceiling and walls</b>
Contract Award Amount	<b>\$71,000</b>
Term of Contract	<b>1 yr.</b>
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	<b>No</b>
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	<b>Bid (Hunterdon County Co-Op) HCESC-SER-22-15</b>
Were other proposals received? If so, please attach the names and amounts for each proposal received?	<b>No</b>

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.

CO-OP HCESC-SER-22-15  Date \_\_\_\_\_  
Certifying Officer

**For LGS use only:**

Approved  Denied

\_\_\_\_\_  
Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_



**HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION  
COOPERATIVE PURCHASING PROGRAM**

37 Hoffmans Crossing Road, Califon, NJ 07830  
<http://purchasing.hcesc.com>

**Remediation Services - Water, Mold, Asbestos & Lead  
#HCESC-SER-22-15**

*Effective October 8, 2022 through October 8, 2024*

**Awards for Microbial, Asbestos, & Lead Remediation**

**Microbial Remediation**

**Academy Construction Inc.** - 7 East Garden Place, Pompton Plains, NJ 07444

Customer Service: [info@academyconstruction.net](mailto:info@academyconstruction.net) Ph: 973-832-4244 Fax: 973-832-4243

*Emergency Contact: Normal Business hours and Weekends/Evenings/Holidays: 973-851-9701*

**Primary Award: Essex, Warren & Hunterdon Counties.**

**Secondary Award: Bergen, Hudson, Passaic, Union, Sussex, Morris & Somerset Counties.**

Supervisor \$65/Hour, Technician \$60.99/Hour, Mobilization \$500.

10% Materials Markup, 10 Yard Waste \$500, 20 Yard Waste \$1,000, 30 Yard Waste \$2,000. No FEMA reimbursement.

**SMAC Corp.** - 431 North Midland Avenue, Saddle Brook, NJ 07663

Customer Service: Borce Gjorsoski, [mail@smacorp.com](mailto:mail@smacorp.com) Ph: 201-791-6777 Fax: 201-791-1973

*Emergency Contact: Normal Business hours till 5 p.m.: 201-791-6777, and Weekends/Evenings/Holidays: 201-315-5531.*

**Primary Award: Mercer, Burlington, Monmouth, Ocean, Camden, Gloucester, Salem, Cumberland, Atlantic & Cape May Counties.**

**Secondary Award: Essex, Warren, Hunterdon, & Middlesex Counties.**

Supervisor \$50/Hour, Technician \$62/Hour, Mobilization \$3,000.

12% Materials Markup, 10 Yard Waste \$650, 20 Yard Waster \$850, 30 Yard Waste \$1,000.

SMAC Corp. is willing to accept the reimbursement rate approved by FEMA in the event the emergency service was performed pursuant to an event eligible for FEMA reimbursement.

**GL Group** - 140 Hamburg Turnpike, Bloomingdale, NJ 07403

Customer Service: Elena Solakov, [info@glgroupinc.com](mailto:info@glgroupinc.com) Ph: 201-710-9725 Fax: 201-844-6084

*Emergency Contact: Normal Business hours and Weekends/Evenings/Holidays 201-710-9725*

**Primary Award: Bergen, Hudson, Passaic, Union, Sussex, Morris, Somerset & Middlesex Counties.**

Supervisor \$20/Hour, Technician \$65/Hour, Mobilization \$0.

10% Materials Markup, 10 Yard Waste \$100, 20 Yard Waste \$200, 30 Yard Waste \$300.

GL Group is willing to accept the reimbursement rate approved by FEMA in the event the emergency service was performed pursuant to an event eligible for FEMA reimbursement.

**Shade Environmental LLC** - 623 Cutler Avenue, Maple Shade, NJ 08052

Customer Service: Christina Fay, [christina@shadellc.com](mailto:christina@shadellc.com) Ph: 856-755-0099 Fax: 856-482-5879

*Emergency Contact: Normal Business hours till 5 p.m.: 856-755-0099, and Weekends/Evenings/Holidays: 609-923-9058.*

**Secondary Award: Mercer, Burlington, Monmouth, Ocean, Camden, Gloucester, Salem, Cumberland, Atlantic & Cape May Counties.**

Supervisor \$110/Hour, Technician \$106.50/Hour, Mobilization \$950.

15% Materials Markup, 10 Yard Waste \$750, 20 Yard Waste \$850, 30 Yard Waste \$850.

Shade Environmental, LLC is willing to accept the reimbursement rate approved by FEMA in the event the emergency service was performed pursuant to an event eligible for FEMA reimbursement.

## Remediation Services - Water, Mold, Asbestos & Lead #HCESC-Ser-22-15

Effective October 8, 2022 through October 8, 2024

### Awards for Microbial, Asbestos, & Lead Remediation

#### **Asbestos Remediation**

**Academy Construction Inc.** - 7 East Garden Place, Pompton Plains, NJ 07444

Customer Service: [info@academyconstruction.net](mailto:info@academyconstruction.net) Ph: 973-832-4244 Fax: 973-832-4243

*Emergency Contact: Normal Business hours and Weekends/Evenings/Holidays: 973-851-9701*

**Primary Award: Essex, Warren & Hunterdon Counties.**

**Secondary Award: Bergen, Hudson, Passaic, Union, Sussex, Morris, & Somerset Counties.**

Supervisor \$65/Hour, Technician \$60.99/Hour, Mobilization \$500. 10% Materials Markup, 10 Yard Waste \$500, 20 Yard Waste \$1,000, 30 Yard Waste \$2,000. No FEMA reimbursement.

**SMAC Corp.** - 431 North Midland Avenue, Saddle Brook, NJ 07663

Customer Service: Borce Gjorsoski, [mail@smaccorp.com](mailto:mail@smaccorp.com) Ph: 201-791-6777 Fax: 201-791-1973

*Emergency Contact: Normal Business hours till 5 p.m.: 201-791-6777, and Weekends/Evenings/Holidays: 201-315-5531.*

**Primary Award: Burlington, Ocean, Camden, Gloucester, Salem, Cumberland, Atlantic & Cape May Counties.**

**Secondary Award: Mercer & Monmouth Counties.**

Supervisor \$50/Hour, Technician \$62/Hour, Mobilization \$3,000.

12% Materials Markup, 10 Yard Waste \$650, 20 Yard Waste \$850, 30 Yard Waste \$1,000.

SMAC Corp. is willing to accept the reimbursement rate approved by FEMA in the event the emergency service was performed pursuant to an event eligible for FEMA reimbursement.

**Niram Inc.** - 4 East Frederick Place, Cedar Knolls, NJ 07927

Customer Service: Roman Graure, Jr., [manager@niram.com](mailto:manager@niram.com) Ph: 973-299-4455 Fax: 973-267-1707

*Emergency Contact: Normal Business hours till 5 p.m.: 973-299-4455, and Weekends/Evenings/Holidays: 201-675-2875.*

**Primary Award: Mercer & Monmouth Counties.**

**Secondary Award: Essex, Warren, Hunterdon & Middlesex Counties.**

Supervisor \$75/Hour, Technician \$77/Hour, Mobilization \$850.

5% Materials Markup, 10 Yard Waste \$2,500, 20 Yard Waste \$3,000, 30 Yard Waste \$3,700.

No FEMA reimbursement.

**GL Group** - 140 Hamburg Turnpike, Bloomingdale, NJ 07403

Customer Service: Elena Solakov, [info@glgroupinc.com](mailto:info@glgroupinc.com) Ph: 201-710-9725 Fax: 201-844-6084

*Emergency Contact: Normal Business hours and Weekends/Evenings/Holidays: 201-710-9725*

**Primary Award: Bergen, Hudson, Passaic, Union, Sussex, Morris, Somerset & Middlesex Counties.**

Supervisor \$30/Hour, Technician \$65/Hour, Mobilization \$100. 10% Materials Markup.

10 Yard Waste \$500, 20 Yard Waste \$600, 30 Yard Waste \$700

GL Group is willing to accept the reimbursement rate approved by FEMA in the event the emergency service was performed pursuant to an event eligible for FEMA reimbursement.

**Shade Environmental LLC** - 623 Cutler Avenue, maple Shade, NJ 08052

Customer Service: Christina Fay, [christina@shadellc.com](mailto:christina@shadellc.com) Ph: 856-755-0099 Fax: 856-482-5879

*Emergency Contact: Normal Business hours till 5 p.m.: 856-755-0099, and Weekends/Evenings/Holidays: 609-923-9058.*

**Secondary Award: Burlington, Ocean, Camden, Gloucester, Salem, Cumberland, Atlantic & Cape May Counties.**

Supervisor \$110/Hour, Technician \$106.50/Hour, Mobilization \$950.

15% Materials Markup, 10 Yard Waste \$750, 20 Yard Waste \$850, 30 Yard Waste \$850.

Shade Environmental, LLC is willing to accept the reimbursement rate approved by FEMA in the event the emergency service was performed pursuant to an event eligible for FEMA reimbursement.

## Remediation Services - Water, Mold, Asbestos & Lead #HCESC-Ser-22-15

Effective October 8, 2022 through October 8, 2024

### Awards for Microbial, Asbestos, & Lead Remediation

#### **Lead Remediation**

##### **Primary Awarded Vendor: Shade Environmental LLC**

623 Cutler Avenue, maple Shade, NJ 08052

Customer Service: Christina Fay, [christina@shadellc.com](mailto:christina@shadellc.com) Ph: 856-755-0099 Fax: 856-482-5879

*Emergency Contact: Normal Business hours till 5 p.m: 856-755-0099, and Weekends/Evenings/Holidays: 609-923-9058.*

##### **Primary Award: All Counties**

Supervisor \$110/Hour, Technician \$106.50/Hour, Mobilization \$950. 15% Materials Markup,

10 Yard Waste \$750, 20 Yard Waste \$850, 30 Yard Waste \$850.

Shade Environmental, LLC is willing to accept the reimbursement rate approved by FEMA in the event the emergency service was performed pursuant to an event eligible for FEMA reimbursement.

##### **Secondary Awarded Vendor: Asbestos and Mold Services Corp.**

1835 Underwood Blvd, Suite #1, Delran, NJ 08075

Customer Service: James Mullarkey - [jim@amsnj.net](mailto:jim@amsnj.net) Ph: 609-702-0400 Fax: 609-702-1013

*Emergency Contact: Normal Business hours till 5 p.m: 609-702-0400, and Weekends/Evenings/Holidays: 609-217-8955.*

##### **Secondary Award - All Counties.**

Supervisor \$105/Hour, Technician \$103/Hour, Mobilization \$1,500. 8% Materials Markup,

10 Yard Waste \$750, 20 Yard Waste \$1,050, 30 Yard Waste \$1,350.

Asbestos and Mold Services Corp. is willing to accept the reimbursement rate approved by FEMA in the event the emergency service was performed pursuant to an event eligible for FEMA reimbursement.

To receive bid pricing document all POs with the following information - "Pricing per Hunterdon County ESC Cooperative Bid #HCESC-Ser-22-15 Remediation Services - Water, Mold, Asbestos, & Lead"

Questions? Roxanne, [rwolf@hunterdonesc.org](mailto:rwolf@hunterdonesc.org) Phone: 908-439-4280 x1474

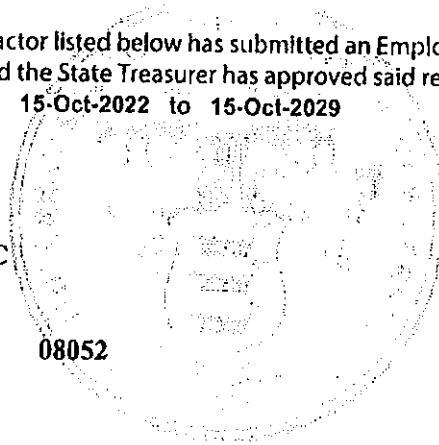
#34HUNCCP

Certification 13416

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Oct-2022 to 15-Oct-2029

SHADE ENVIRONMENTAL, LLC  
623 CUTLER AVE.  
MAPLE SHADE NJ 08052



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SHADE ENVIRONMENTAL, L.L.C.

**Trade Name:**

**Address:** 623 CUTLER AVE  
MAPLE SHADE, NJ 08052-3264

**Certificate Number:** 1071419

**Effective Date:** June 23, 2004

**Date of Issuance:** August 26, 2023

**For Office Use Only:**

20230826140554572

Certificate Number  
658305

Registration Date: 06/28/2023  
Expiration Date: 06/27/2025



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):  
William Lynch, Member  
Diana Lynch, Member

Responsible Representative(s):  
Christina Fay, Member

Shade Environmental LLC  
**2023**

A handwritten signature in black ink, appearing to read "Rob Asaro-Angelo".

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.





PHILIP D. MURPHY

Governor  
LOCATION  
101 S BROAD ST  
TRENTON NJ 08608

STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF CODES AND STANDARDS  
LEAD HAZARD UNIT

LT. GOVERNOR SHEILA Y. OLIVER

Commissioner  
MAILING ADDRESS  
101 S BROAD ST  
TRENTON NJ 08618

Certificate - Lead Abatement Contractor

**RECERTIFIED**

This is to certify that the Department of Community Affairs has certified

SHADE ENVIRONMENTAL, LLC  
623 CUTLER AVE  
MAPLE SHADE NJ 08052

To act as a Lead Abatement Contractor on the following Projects

Residential  
Public Buildings

Cert #: 00491-A  
Effective Date: 11/1/2022  
Expiration Date: 10/31/2024  
Certificate Type: 2 YEAR

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Shade Environmental, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*Applies to accounts maintained outside the U.S.*

5 Address (number, street, and apt. or suite no.) See instructions.  
**623 Cutler Avenue**

6 City, state, and ZIP code  
**Maple Shade, NJ 08052**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

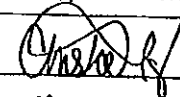
8	7	-	0	7	2	1	7	3	1
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶     Date ▶ **09/22/2022**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

DB:dh  
09-12-23

R-6

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE SHARED SERVICES  
AGREEMENT WITH THE CAMDEN REDEVELOPMENT AGENCY FOR  
AFFIRMATIVE ACTION OFFICER SERVICES & COMPLIANCE OFFICER SERVICES  
FOR ONE (1) YEAR**

WHEREAS, the City of Camden entered into a Shared Services Agreement ("Agreement") with the CRA for Affirmative Action & Compliance Officer Services by Resolution #4 (MC-8552) adopted on August 8, 2022 in the amount of Fifty Thousand Dollars (\$50,000); and

WHEREAS, it is necessary to amend said Shared Services Agreement with the Camden Redevelopment Agency to extend the term of the Agreement for an additional year in the amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000) with the option to cancel upon 30 days' written notice; 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" 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 City Council hereby authorizes that the Shared Services Agreement between the City of Camden and the Camden Redevelopment Agency be amended to extend the term of the Agreement for an additional year for an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000) and to provide the option to cancel upon 30 days' written notice.

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

Date: September 12, 2023

The above has been reviewed  
and approved as to form.

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

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

ATTEST:

\_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: CAMDEN REDEVELOPMENT AGENCY

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

• BUDGET APPROPRIATION: 3-01-E0-200-906  
AMOUNT: 50,000.00

• APPROPRIATION RESERVE:  
AMOUNT: \$

• DEDICATED BY RIDER:  
AMOUNT: \$

• RESERVE FOR STATE AND FEDERAL GRANT:  
AMOUNT: \$,

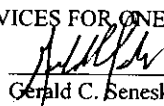
• CAPITAL ORDINANCE  
AMOUNT: \$

• TRUST ACCOUNT:  
AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$ 50,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING AN AMENDMENT TO THE SHARED SERVICES AGREEMENT WITH CAMDEN REDEVELOPMENT AGENCY FOR AFFIRMATIVE ACTION OFFICER SERVICES AND COMPLIANCE OFFICER SERVICES FOR ONE (1) YEAR .

  
\_\_\_\_\_  
Gerald C. Seneski

*Director of Finance*

Date: 8/24/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: SEPTEMBER 12, 2023

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

**TITLE OF ORDINANCE/RESOLUTION:** Resolution Authorizing an Amendment to the Shared Services Agreement with Camden Redevelopment Agency for Affirmative Action Officer Services & Compliance Officer Services for one (1) year.

Point of Contact: Dan Blackburn    Law Dept.    x7170    dablackb@ci.camden.nj.us

Name	Department-Division-Bureau	Phone	Email
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## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y			AUG 23 2023
Supporting Department Director (if necessary)	N			
Director of Grants Management	N			
Qualified Purchasing Agent	Y		8/24/2023	
Director of Finance	Y		8/24	

Approved by:  
Business Administrator

Signature

Date

8/29/23

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

AUG 23 2023

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution Authorizing an Amendment to the Shared Services Agreement with Camden Redevelopment Agency for Affirmative Action Officer Services & Compliance Officer Services for one (1) year.

**FACTS/BACKGROUND:**

- City Council approved the resolution for a SSA agreement with CRA for the provision of certain affirmative action officer services and compliance officer services on August 8, 2022 by resolution #4 (MC-8552) in the amount of \$50,000.
- The City desires to amend the agreement for another year with the option to cancel upon 30 days' notice.
- The amendment is necessary to continue to provide the needed services for the City.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$50,000

**IMPACT STATEMENT:**

- The amendment will allow the continuance of certain affirmative action officer services and compliance officer services without interruption. (D. Williams)

**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](mailto:dihicks@ci.camden.nj.us)

---

Name

Phone/Email

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

REQUISITION	
NO.	23-02739

SHIP TO	CITY ATTORNEY-4TH FLOOR PO BOX 95120 CAMDEN, NJ 08101-5120
	VENDOR # : CAM46 CAMDEN REDEVELOPMENT AGENCY 13TH FLOOR CITY HALL CAMDEN, NJ 08101

ORDER DATE: 08/23/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SHARED SERVICES AGREEMENT AMENDMENT WITH CRA FOR AFFIRMATIVE ACTION OFFICER AND COMPLIANCE SERVICES TO THE CITY FOR (1) YEAR.  PERIOD: JULY 1, 2023 - JUNE 30, 2024 (AGREED UPON 30 DAYS NOTICE OF CANCELLATION)	3-01-E0-200-906	50,000.0000	50,000.00
			TOTAL	50,000.00

CITY OF CAMDEN  
 PURCHASING BUREAU

2023 AUG 23 AM 10:51

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

AUG 23 2023  
 Date

Receiver of Goods

AUG 23 2023

Date

**FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU**

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

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

Municipality	City of Camden
--------------	----------------

Professional Service or EUS Type	Shared Services Agreement
Name of Vendor	Camden Redevelopment Agency
Purpose or Need for service:	Affirmative Action Officer and Compliance Services to the City of Camden.
Contract Award Amount	\$50,000.00
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.)	
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.

\_\_\_\_\_ N/A Govt agency Date 8/24/2023  
Certifying Officer

**For LGS use only:**

Approved  Denied

\_\_\_\_\_ Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

AIV  
09-12-23

R-7

**RESOLUTION AUTHORIZING EXTENSIONS OF TIME TO COMPLETE  
FORECLOSURE FOR LESS THAN FULL VALUE TAX SALE CERTIFICATE  
ASSIGNMENTS**

**WHEREAS**, the City Council previously authorized the assignment of various tax sale certificates, listed in Exhibit A attached hereto, for less than the full amount due pursuant to N.J.S.A. 54:5-114.2(b); and

**WHEREAS**, N.J.S.A. 54:5-114.4, requires that the tax sale certificate assignee complete the foreclosure of the tax sale certificate and record the final judgment in the Camden County Clerk's Office within two (2) years of the date of the resolution authorizing the assignment; and

**WHEREAS**, due to various reasons, including delays caused by the COVID-19 Public Health Emergency and the resulting disruptions of court proceedings, assignment holders were unable to complete foreclosure within the two (2) year requirement; and

**WHEREAS**, the tax sale certificate purchasers listed below made requests to extend the time to foreclose; and

**WHEREAS**, the Lien Review Committee now requests that the City Council extend the foreclosure deadlines to the *New Deadline to Complete Foreclosure* dates listed in Exhibit A attached hereto; now, therefore

**BE IT RESOLVED**, by the City Council of the City of Camden that the Purchaser's foreclosure deadline is hereby extended to the respective *New Deadline to Complete Foreclosure* listed 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: September 12, 2023

The above has been reviewed  
and approved as to form.



DANIEL S. BLACKBURN  
City Attorney

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

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

### Exhibit A

<u>Address</u>	<u>Block/Lot</u>	<u>Council Resolution Approval Date</u>	<u>Resolution#</u>	<u>Tax Sale Certificate#</u>	<u>Tax Sale Certificate Purchaser</u>	<u>Last deadline to complete foreclosure</u>	<u>New Deadline to complete foreclosure</u>
1106 Orchard	1309/26	05/14/2019	MC-19-6902	983141	<i>Rodriguez, Christian</i>	05/14/2023	05/14/2024
1281 Everett	1341/120	11/09/2021	MC-21:8204	09-03215	<i>Daniels, Marcus</i>	11/09/2023	11/09/2024
324 Bailey	23/85	11/09/2021	MC-21:8204	11-00037	<i>Nova, Pamela</i>	11/09/2023	11/09/2021
839 State	783/74	11/09/2021	MC-21:8204	11-01727	<i>Nova, Pamela</i>	11/09/2023	11/09/2024



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: SEPTEMBER 13, 2023

TO: City Council  
FROM: Daniel Blackburn, City Attorney

**TITLE OF ORDINANCE/RESOLUTION: Resolution Authorizing Extensions of Time to Complete Foreclosures For Less Than Full Value Tax Sale Certificate Assignments**

Point of Contact:	Amia I. Valentine	Law	X7166	avalent@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

Date

Attachments (list and attach all available):

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

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

Received by:  
City Attorney

SEP 1 2023

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

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

---

Signature

Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution Authorizing Extensions of Time to Complete Foreclosures For Less Than Full Value Tax Sale Certificate Assignments

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

- Request to approve extensions of time to foreclose on less than full value tax sale certificate assignments.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$0

**IMPACT STATEMENT:**

- Provide additional time for assignees to foreclose on tax sale certificates to acquire properties.
- To continue to receive tax revenue for properties and provide time for assignees to acquire title.
- If not approved, TSC's will revert back to City; loss in tax revenue for properties.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Name, Organization 1.
  - Attendance: (Y/N/Tentative). Confirmed?
- Name, Organization 2.
  - Attendance: (Y/N/Tentative). Confirmed?
- Additional as required...

**COORDINATION:**

- Assignees retain assignments.

Prepared by: Amia Valentine

x7166/amvalent@ci.camden.nj.us

---

Name

Phone/Email

DB: yrh  
9-12-23

R-6

**RESOLUTION AUTHORIZING A LICENSE AGREEMENT BETWEEN THE  
CITY OF CAMDEN AND CAMDEN COMMUNITY PARTNERSHIP (CCP)  
TO MAKE IMPROVEMENTS TO SHEILA ROBERTS PARK**

**WHEREAS**, Camden Community Partnership desires to work with City of Camden to improve a public park known as Sheila Roberts Park. The park is known as Block 1405 Lot 15, ES South 6<sup>th</sup> Street 72' No. of Washington Street, with additional lots 73 & 74 known as 417 & 419 Chambers Street; and

**WHEREAS**, the City of Camden, is of the opinion that it is in the best interest of the City to enter into a License Agreement with Camden Community Partnership. Said agreement will be terminable at the will of the Licensor and establish the terms and use of said parcel. Licensee will completely indemnify and hold harmless the City of Camden; and

**WHEREAS**, Camden Community Partnership has received funding to make repairs to the park, which consist of replacing the existing play surface and if funds still exist after, they will replace the play equipment and make other needed improvements; and

**WHEREAS**, Camden Community Partnership will be working in conjunction with a contractor to perform the work; and


**WHEREAS**, Camden Community Partnership will be solely responsible for any and all necessary expenses to replace, improve and beautify said park; now therefore

**BE IT RESOLVED**, by the City Council of the City of Camden, that the proper officer/officers be and are hereby authorized to enter into a License Agreement with Camden Community Partnership for the purpose of improving the Park.

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

Date: September 12, 2023

The above has been reviewed  
and approved as to form.

  
\_\_\_\_\_  
DANIEL BLACKBURN  
City Attorney

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

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



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: SEPTEMBER 12, 2023

TO: City Council
FROM: DANIEL BLACKBURN-CITY ATTORNEY

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING A LICENSE AGREEMENT BETWEEN THE CITY OF CAMDEN AND CAMDEN COMMUNITY PARTNERSHIP (CCP) TO MAKE IMPROVEMENTS TO SHEILA ROBERTS PARK.

Point of Contact: Yolanda Hawkins Bureau of City Properties 856-757-7125
Name Department-Division- Bureau Phone Email

ENDORSEMENTS

Table with 5 columns: Responsible, Recommend Approval (Y/N), Signature, Date, Comments. Lists various roles like Department Director, Supporting Department Director, etc.

Approved by: Business Administrator [Signature] 8/29 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] SEP 1 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 AUTHORIZING A LICENSE AGREEMENT BETWEEN THE CITY OF CAMDEN AND CAMDEN COMMUNITY PARTNERSHIP (CCP) TO MAKE IMPROVEMENTS TO SHEILA ROBERTS PARK.**

**FACTS/BACKGROUND:**

- CAMDEN COMMUNITY PARTNERSHIP WILL BE RESPONSIBLE FOR RESURFACING THE PLAY AREA AND POSSIBLY REPLACING THE PLAY EQUIPMENT, AT THEIR OWN EXPENSE.

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

- N/A

**IMPACT STATEMENT:**

- WILL BENEFIT CAMDEN CITY RESIDENTS.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- BRIAN BAUERLE, CAMDEN COMMUNITY PARTNERSHIP (CCP)
- YOLANDA HAWKINS, REAL ESTATE OFFICER

**COORDINATION:**

- N/A

**Prepared by:**

---

Name

Phone/Email

DB:dh  
09-12-23

R-9

**RESOLUTION AWARDING A CONTRACT TO PELLEGRINO AUTO GROUP FOR  
BODY DAMAGE REPAIRS TO VARIOUS CITY VEHICLES**

WHEREAS, the Council of the City of Camden authorized the Purchasing Agent to receive sealed proposals on May 11, 2023 in the Council Chambers, City Hall, Camden, New Jersey to provide body damage repairs to automobiles, SUVs, light/medium/heavy duty trucks (including painting, frame repairs and mechanical repairs) only when related to body damages for a period of one (1) year with an option for a second year; and

WHEREAS, one (1) bid proposal was received on May 11, 2023; and

WHEREAS, the Purchasing Agent and the Business Administrator have recommended to the Council of the City of Camden, that the Council award a contract to **PELLEGRINO AUTO GROUP**, for the period of one (1) year in the amount of TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00) with a second year option; and

WHEREAS, **PELLEGRINO AUTO GROUP** will provide the services at the hourly rate of \$55.00 for Automobiles/SUVs, for light/medium & heavy duty trucks; \$35.00 for painting; \$85.00 mechanical repairs that are a result of body damages, with a 25% markup on OEM parts, plus a 35% mark up on LKQ parts and on used parts. Pellegrino will charge an hourly rate of \$105.00 for aftermarket equipment install and \$125.00 for electric vehicle repairs; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden under line item "3-01-E6-709-916", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the City Council award a contract to **PELLEGRINO AUTO GROUP**, 1000 Gateway Blvd, Westville, NJ 08093, for an amount of TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00) with a second year option, to provide body damage repairs to automobile, SUV, light/medium/heavy duty trucks (including painting, frame repairs and mechanical repairs) only when related to body damages, 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: September 12, 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: PELLEGRINO AUTO GROUP

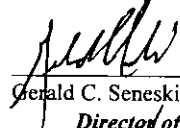
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-E6-709-916  
AMOUNT: \$225,000.00
- 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: \$ 225,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AWARDING SA CONTRACT TO PELLIGRINO AUTO GROUP FOR BODY DAMAGE TO AUTOMOBILE, SUV, LIGHT/MEDIUM/HEAVY DUTY TRUCKS (INCLUDING PAINTING, FRAME REPAIRS AND MECHANICAL REPAIRS ONLY RELATED TO BODY DAMAGES.

  
\_\_\_\_\_  
Gerald C. Seneski  
Director of Finance  
Date: 8/14/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 09/12/2023

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

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AWARDDING A CONTRACT TO PELLEGRINO AUTO GROUP FOR BODY DAMAGE REPAIRS TO AUTOMOBILE, SUV, LIGHT/MEDIUM/HEAVY DUTY TRUCKS (INCLUDING PAINTING, FRAME REPAIRS AND MECHANICAL REPAIRS Only Related to BODY DAMAGES**

Point of Contact:	Lateefah Chandler	Administration	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent	Y		8/14/2023	
Director of Finance			8/14	
Approved by: Business Administrator			8/14	

Attachments (list and attach all available):

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

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

Received by: \_\_\_\_\_ SEP 1 2023  
 City Attorney \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AWARDING A CONTRACT TO PELLEGRINO AUTO GROUP FOR BODY DAMAGE REPAIRS TO AUTOMOBILE, SUV, LIGHT/MEDIUM/HEAVY DUTY TRUCKS (INCLUDING PAINTING, FRAME REPAIRS AND MECHANICAL REPAIRS Only Related to BODY DAMAGES**

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

- Pellegrino Auto Group, 1000 Gateway Blvd, Westville, NJ 08093 will provide BODY Damage Repairs To Automobile, Suv, Light/Medium/Heavy Duty Trucks (Including Painting, Frame Repairs And Mechanical Repairs Only Related To Body Damages for one year with a 2<sup>nd</sup> year option
- The vendor will provide the service at the following hourly labor rates: \$55.00 for Automobiles/SUVs; \$55.00 for light/medium & heavy duty trucks; \$35.00 painting; \$85.00 mechanical as a result of body damages. There is a +25% markup on OEM parts; +35% Markup on LKQ parts & +35% on Used parts.
- Pellegrino will charge \$105/hr for aftermarket equipment install; Electric vehicle repairs will be at \$125.00/hr
- Exception: Pellegrino will only accept vehicles up to 1 ton trucks
- There were no other bid submissions. Previous vendors –Bellmawr Was not interested in submitting due to work load and Winner no longer had their body shop.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$225,000.00

**APPROPRIATION NUMBER:** 3-01-E6-709-916

**PROCUREMENT:** BID #23-09 – Received one (1) proposal

**IMPACT STATEMENT:**

- The City does not have the personnel to repair vehicle body damages

**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	PELLEGRINO AUTO GROUP
Purpose or Need for service:	BODY DAMAGE REPAIRS TO AUTOMOBILE, SUV, LIGHT/MEDIUM/HEAVY DUTY TRUCKS (INCLUDING PAINTING, FRAME REPAIRS AND MECHANICAL REPAIRS Only Related to BODY DAMAGES
Contract Award Amount	\$225,000.00
Term of Contract	ONE YEAR PLUS 2 <sup>ND</sup> 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.)	BID #23-09
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\*

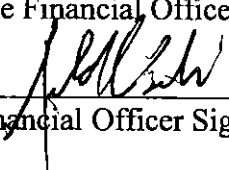
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Business Administrator/Manager Signature

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

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

  
\_\_\_\_\_  
Financial Officer Signature

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

\_\_\_\_\_  
Certifying Officer Date \_\_\_\_\_

***For LGS use only:***

\_\_\_\_\_  
 Approved  Denied

\_\_\_\_\_  
Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

# 23-09 - BODY DAMAGE REPAIRS TO AUTOMOBILE, SUV, LIGHT/MEDIUM/HEAVY DUTY TRUCKS (INCLUDING PAINTING, FRAME REPAIRS AND MECHANICAL REPAIRS Only Related to BODY DAMAGES

Opening Date: May 11, 2023 9:00 AM

Closing Date: May 25, 2023 11:00 AM

## Vendor Details

Company Name: Pellegrino Auto Group  
Does your company conduct business under any other name? If yes, please state: Pellegrino Chevrolet  
Address: 1000 Gateway Blvd  
Fleet Sales  
Westville, New Jersey 08093  
Contact: Richard DiRenzo  
Email: fleetman13@gmail.com  
Phone: 302-500-3956  
Fax: 856-504-0108  
HST#:

## Submission Details

Created On: Wednesday May 24, 2023 15:50:32  
Submitted On: Thursday May 25, 2023 10:00:09  
Submitted By: Richard DiRenzo  
Email: fleetman13@gmail.com  
Transaction #: 29a7eaf3-a430-41b0-966e-a5befaea5375  
Submitter's IP Address: 69.251.129.42

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**Schedule of Prices**

The Respondent hereby Bids and offers to enter into the Contract referred to and to supply and perform all or any part of the Work which is set out or called for in these specifications, at the unit prices, and/or lump sums, hereinafter stated.

\*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

**Price Sheet - I**

The bid price submitted shall be the hourly rate the City will be charge for each hour of service. The hourly rate shall remain firm during the contract period. Award of Contract is predicated on an hourly rate charge.

Rate Per Hour	Unit Price *	Multiplier Hours (More or Less)	List Hours of Operation	Total Cost
Automobiles/SUVs (to include Body, Paint and Clear coat labor pricing)	\$55.0000	1500	8 AM TO 5PM	\$ 82,500.00
Light/Medium and Heavy Duty Trucks (To include Body, Paint and Clear coat labor pricing)	\$55.0000	1500	8AM TO 5PM	\$ 82,500.00
Paint Supplies for City Vehicles	\$35.0000	500	8AM TO 5PM	\$ 17,500.00
Mechanical (Only as a result of Body Damages)	\$85.0000	500	8AM TO 5PM	\$ 42,500.00
Subtotal:				\$ 225,000.00

**Price Sheet - II**

Provide percentage markup or markdown on material charges. If no markup or markdown percentage, select the "N/A" option.

(Invoice must have receipts verifying material cost)

THE AWARD OF THIS CONTRACT IS PREDICATED ON AN HOURLY RATE CHARGED. IF REQUIRED DUE TO AN HOURLY RATE STANDOFF (IDENTICAL HOURLY RATE BETWEEN BIDDERS), THE ACQUISITION PURCHASE PRICE FOR PARTS ( PLUS OR MINUS) % WILL BE EVALUATED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

Acquisition Price (Contractor's Purchased Parts Price)	Percentage Markup or Markdown *	Amount of Percentage
O.E.M Parts	Markup "+"	25
LKQ (Aftermarket) Parts	Markup "+"	35
Used Parts	Markup "+"	35

**Price Sheet - III - Additional Charges**

EXPLAIN ANY ADDITIONAL CHARGES WHICH MAY BE INCURRED (PLEASE LIST). IF NO ADDITIONAL CHARGES, CLICK THE BELOW CHECK BOX (i.e. travel, fuel, etc.)

We will not be submitting for Price Sheet - III - Additional Charges

Description of Charge	Price Charged	Per (Quantity Type)
AFTERMARKET EQUIP	105.00	HOURL

**Pellegrino Chevrolet**

1000 Gateway Blvd

Westville, NJ 08093

Lateefah Chandler

Purchasing Agent

City of Camden

**EXCEPTION**

**We are capable of handling up to 1 ton trucks only.**

**Electric vehicles repairs will be at \$125.00 per hour including labor due to special tools required for safety of technicians.**

Respectfully,

*Richard DiRenzo*

Richard DiRenzo

Fleet manager

302-500-3956



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MARK ANTHONY CHEVROLET, INC.  
**Trade Name:** PELLEGRINO CHEVROLET  
**Address:** 1000 GATEWAY BLVD  
WESTVILLE, NJ 08093-1325  
**Certificate Number:** 0086230  
**Effective Date:** December 16, 1997  
**Date of Issuance:** August 14, 2023

**For Office Use Only:**

20230814141206065

DB:dh  
09-12-23

R-10

**RESOLUTION AUTHORIZING THE REJECTION OF RFP #23-13 UNDERWRITING SERVICES FOR UEZ'S CAMDEN STRONG MACRO CAPITAL IMPROVEMENT (CSMCI) PROGRAM**

WHEREAS, on November 29, 2022 the City of Camden received one (1) bid proposal in response to BID #23-13 for the provision of Underwriting Services for UEZ's Camden Strong Macro Capital Improvement Program for the City of Camden; and

WHEREAS, it is recommended that the bid proposal received for BID #23-13 be rejected in order to substantially revise the specifications for the requested service per N.J.S.A. 40A:11-13.2(d); now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the bid proposal received on November 29, 2022 for the provision of Underwriting Services for UEZ's Camden Strong Macro Capital Improvement Program for the City of Camden is hereby rejected for the above stated reason.

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

Date: September 12, 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: 09/12/2023

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

## TITLE OF ORDINANCE/RESOLUTION: RESOLUTION REJECTING RFP #23-13 UNDERWRITING SERVICES FOR UEZ'S CAMDEN STRONG MACRO CAPITAL IMPROVEMENT (CSMCI) PROGRAM

Point of Contact:	Lateefah Chandler	Administration	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

### ENDORSEMENTS

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

Approved by:  
Business Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachments (list and attach all available):

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

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

Received by:  
City Attorney

\_\_\_\_\_  
Signature

SEP 1 2023

\_\_\_\_\_  
Date

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

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

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION REJECTING RFP #23-13 UNDERWRITING SERVICES FOR UEZ'S CAMDEN STRONG MACRO CAPITAL IMPROVEMENT (CSMCI) PROGRAM**

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

- Received a submission from AmeriVet Securities. AmeriVet did not provide a price proposal. AmeriVet actually provides underwriting on bond services and not small business loans
- City will re-advertise for this service

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

**APPROPRIATION NUMBER:** N/A

**PROCUREMENT:** NA/

**IMPACT STATEMENT:**

- The City will re-advertise for this service

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

**Prepared by:** LATEEAH CHANDLER

**856-757-7159**

---

Name

Phone/Email

## Lateefah Chandler

---

**From:** Lateefah Chandler  
**Sent:** Thursday, August 10, 2023 2:18 PM  
**To:** 'mdmitriyevich@amerivetsecurities.com'  
**Subject:** RFP 23-13 Underwriting Services for UEZ's Camden Strong Macro Capital Improvement Program.

Hello Mr. Dmitriyevich

The City of Camden received AmeriVet Securities proposal for RFP #23-13 "UNDERWRITING SERVICES FOR UEZ'S CAMDEN STRONG MACRO CAPITAL IMPROVEMENT (CSMCI) PROGRAM". Thank you for your submission and for graciously explaining AmeriVet's proposal.

The City was hoping to obtain proposals from professional underwriting firms to underwrite small business applications to determine the risk associated with program applicant's receiving a loan under the UEZ's Camden Strong Macro Capital Improvement program. The scope of work listed in the RFP included, but not limited to, the following services:

- ❖ Collecting and reviewing all documents to substantiate project feasibility. This can include, but is not limited to evaluating historical trends, financial statements, personal and/or business tax returns, cash flow projections, management capabilities, market and industry conditions, bank statements, capital structure, and collateral analysis.
- ❖ Examining the identity of all parties, entities or individuals involved so the underwriter can determine ownership, financial strength and credit worthiness of each Key Principal. A Key Principal is any entity or individual owning or controlling twenty-five (25%) or greater interest in the applicant business or the project.
- ❖ Assessing creditworthiness of prospective applicants can include a review of personal and business financial statements and/or a review of personal and business credit reports.

After our discussion, it seems Amerivet Securities offers underwriting for bonds for various public economic development projects and not small business loans for individual businesses. Based on this, the City of Camden will reject Amerivet's submission due to non-responsiveness to the RFP specifications. Please feel free to contact me if AmeriVet **should be** considered a viable respondent to RFP #23-13 Underwriting Services for UEZ's Camden Strong Macro Capital Improvement Program.

Thank you

*Lateefah Chandler*

Lateefah Chandler, QPA  
Purchasing Agent  
City of Camden  
856-757-7475  
856-541-9668 (fax)  
Email: [lachandl@ci.camden.nj.us](mailto:lachandl@ci.camden.nj.us)

### CONFIDENTIALITY NOTICE

The information contained in this communication from the City of Camden is privileged and confidential and is intended for the sole use

of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the City of Camden at (856) 757-7475 to arrange for the return of this information.



DB:dh  
09-12-23

R-11

**RESOLUTION AMENDING MC-23:9054 TO EXPAND THE POOL OF PREQUALIFIED  
ENGINEERING FIRMS**

WHEREAS, the Council of the City of Camden by Resolution #11 MC-23:9054 adopted July 11, 2023 authorized approving the establishment of a list of prequalified engineering firms for the provision of professional engineering services to be assigned as needed for a period of one year; and

WHEREAS, the committee selected 6 firms to serve as the City of Camden's list of pre-qualified engineers; and

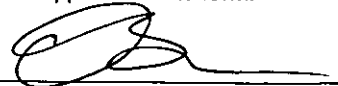
WHEREAS, the City is now expanding the pool to include Environmental Resolutions Inc.; now, therefore

BE IT RESOLVED, by the governing body of the City of Camden that it hereby authorizes an amendment to Resolution #11 MC-23:9054 to expand the pool of pre-qualified engineers to include Environmental Resolutions Inc.

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

Date: September 12, 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: 09/12/2023

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

## TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AMENDING RESOLUTION #11 (MC-23:9054) TO EXPAND THE POOL OF PREQUALIFIED ENGINEERING FIRMS

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) Grants Management Qualified Purchasing Agent Director of Finance	Y		8/14/2023	

Approved by:  
Business Administrator

Signature

Date

8/27/23

Attachments (list and attach all available):

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

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

Received by:  
City Attorney

Signature

Date

SEP 1 2023

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

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

## EXECUTIVE SUMMARY

### TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AMENDING RESOLUTION #11 (MC-23:9054) TO EXPAND THE POOL OF PREQUALIFIED ENGINEERING FIRMS

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

- In accordance with Local Public Contract Law the City, through the Purchasing Agent, advertised for receipt of Request for Qualifications (RFQ) for firms interested in being prequalified to provide engineering services to the City.
- The advertisement resulted in sixteen (16) firms responsive proposals. The City chose to narrow the selection to six (6) firms. These firms will serve as the City of Camden's list of Pre-Qualified Engineers and as projects and needs arise for professional engineering services in the next year each will be asked to provide a proposal for that project and one will be assigned to the task(s) needed.
- The City is now expanding the pool to include Environmental Resolutions Inc., Mt. Laurel, NJ. Their ranking was similar to Alaimo Group and to ensure fairness in the selection process the City has added ERI to the following list

**Alaimo Group**, Mt. Holly, NJ; **Colliers Engineering & Design, Inc.**, Mt. Laurel, NJ;  
**CME Associates**, Camden, NJ; **Environmental Resolutions Inc.**, Mt. Laurel, NJ;  
**Pennoni Associates**, Philadelphia, PA; **Remington & Vernick**, Cherry Hill, NJ;  
**Suburban Consulting Engineers**, Flanders, NJ

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: N/A  
APPROPRIATION NUMBER: AS NEEDED SERVICES FOR CY2023 & 2024  
PROCUREMENT: RFP 23-09

#### IMPACT STATEMENT:

- N/A

#### SUBJECT MATTER EXPERTS/ADVOCATES:

- N/A

#### COORDINATION:

- N/A

Prepared by: LATEEAH CHANDLER

856-757-7159

---

Name

Phone/Email

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

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

Municipality	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	VARIOUS
Purpose or Need for service:	LIST OF PREQUALIFIED ENGINEERS
Contract Award Amount	N/A
Term of Contract	12 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	RFP #23-09
Were other proposals received? If so, please attach the names and amounts for each proposal received?	YES -- SEE ATTACHED

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

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

\_\_\_\_\_  
Mayor's Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Administrator/Manager Signature

\_\_\_\_\_  
Date



## RFP 23-09 EVALUATIONS (002).xlsx

VENDOR	EVALUATOR #1	EVALUATOR #2
Pennoni Associates	72	70
Remington & Vernick	72	70
Suburban Consulting Engineers	68	70
CME Associates	63	69
Colliers Engineering & Design	59	69
Alaimo Group	66	67
Environmental Resolutions	66	67
Buchart Horn	66	64
MKW & Associates	61	50
D&B Guarino Engineers	59	64
French & Parrello Associates	59	60
KS Engineers	59	60
T&M Associates	59	28
LS Engineering Associates	55	60
Bright View Engineering	56	47
Dynamic Traffic	55	26

R-12

DB:dh  
09-12-23

**RESOLUTION RE-APPOINTING KEITH WALKER  
AS A CLASS II MEMBER OF  
THE CITY OF CAMDEN PLANNING BOARD**


WHEREAS, N.J.S.A. 40:55D-23 authorizes the Mayor of the City of Camden to reappoint a Class II member to the City of Camden Planning Board; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that it hereby consents to the re-appointment of Keith Walker as a Class II member to the City of Camden Planning Board, for a one (1) year term commencing September 12, 2023 until September 11, 2024.

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

Date: September 12, 2023

The above has been reviewed  
and approved as to form.

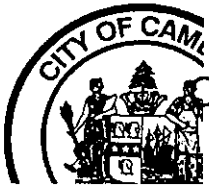


DANIEL S. BLACKBURN  
City Attorney

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

ATTEST:

\_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: AUGUST 21, 2023

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

**TITLE OF ORDINANCE/RESOLUTION: Resolution Providing Advice And Consent For The Reappointment Of Keith L. Walker As A Class II Member Of The Planning Board for a One (1) 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

8/21/23

Date

Attachments (list and attach all available):

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

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

Received by:  
City Attorney

Signature

SEP 1 2023

Date

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

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



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution Providing Advice And Consent For The Reappointment Of Keith L. Walker As A Class II Member Of The Planning Board for a One (1) Year Term.

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

- **Mayor's Appointment**
- **Term Commencing 9/12/23 to 9/11/24**

**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 Planning Board 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 Planning Board 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 – **Planning Board**

Prepared by: **Diana Gonzalez/Marc Rioldino**

**856-757-7150**

---

Name

Phone/Email

**RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT  
AND PAYMENT OF SAME TO WINZINGER, INC., FOR THE EMERGENCY  
REMOVAL OF DEMOLITION DEBRIS AT 764 LINE STREET AND STUCCO OF THE  
ADJOINING WALL OF 762 LINE STREET**

**WHEREAS**, the City Construction Official inspected a building located at 764 Line Street, Block 352, Lot 6; and

**WHEREAS**, upon inspection, the Construction Official determined that the building at 764 Line Street, Block 352, Lot 6, was an unsafe structure which constituted a danger to the health, safety and welfare of the residents of the City of Camden and required prompt action; and

**WHEREAS**, it was determined that the building at 764 Line Street, Block 352, Lot 6 should be demolished and the adjoining wall of 762 Line Street would need stuccoing; and

**WHEREAS**, three (3) bids were received from contractors for the demolition of the building located at 764 Line Street, Block 352, Lot 6, the removal of all structures, contents and all other debris, whether above or below ground; and the final restoration and grading of the property, and the stuccoing of adjoining wall of 762 Line Street; and

**WHEREAS**, the City of Camden received a lump sum bid of SIXTY THREE THOUSAND DOLLARS (\$63,000.00) from Winzinger, Inc., the lowest responsible bidder; and

**WHEREAS**, the City of Camden entered into a contract with Winzinger, Inc., for SIXTY THREE THOUSAND DOLLARS (\$63,000.00) for the demolition of 764 Line Street, Block 352, Lot 6, the removal of all structures, contents and all other debris, whether above or below ground; and the final restoration and grading of the property; and the stuccoing of the adjoining wall at 762 Line Street; 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 SIXTY THREE THOUSAND DOLLARS (\$63,000.00) on the property located at 764 Line Street, Block 352, Lot 6, or alternatively, to enforce the payment of SIXTY THREE THOUSAND DOLLARS (\$63,000.00), together with interest, as a debt of the owner of the property for the City's costs incurred for the demolition contractor to perform the work for demolition, removal of debris at the property, final restoration and grading of the property; now, therefore

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

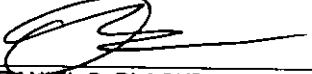
1. The appropriate person in City of Camden shall have the authority to impose and record a lien in the amount of SIXTY THREE THOUSAND DOLLARS (\$63,000.00) on the property at 764 Line Street, Block 352, Lot 6, for the costs incurred for the demolition, removal of debris and final restoration and grading of the property.
2. The municipal lien in the amount of SIXTY THREE THOUSAND DOLLARS (\$63,000.00) for the property at 764 Line Street, Block 352, Lot 6, 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 allowable 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 SIXTY-THREE THOUSAND DOLLARS (\$63,000.00) for the

demolition, removal of debris, final restoration, grading of the property at 764 Line Street, Block 352, Lot 6, together with interest, as a debt of the owner of the property, by instituting legal action 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: September 12, 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, INC

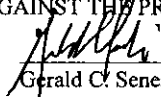
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-09-201-001  
AMOUNT: \$63,000.00
- 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: \$ 63,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT AND PAYMENT OF SAME TO WINZINGER, INC FOR THE EMERGENCY REMVAL OF DEMOLITION DEVRIS AT 764 LINE STREET AND STUCCO OF THE ADJOINING WALL OF 762 LINE STREET. A MUNICIPAL LIEN IS IMPOSED AGAINST THE PROPERTY.

  
\_\_\_\_\_  
Gerald C. Seneski  
Director of Finance  
Date: 8/28



# 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 764 LINE STREET AND STUCCO OF THE ADJOINING WALL OF 762 LINE STREET. 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		8/25/2023	
Director of Finance				

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

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

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

Received by:

City Attorney

Signature

Date SEP 1 2023

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

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

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT AND PAYMENT OF SAME TO WINZINGER, INC FOR THE EMERGENCY REMOVAL OF DEMOLITION DEBRIS AT 764 LINE STREET AND STUCCO OF THE ADJOINING WALL OF 762 LINE STREET. 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 764 Line Street, Block 352, Lot 6 and stuccoing of adjoining wall of 762 Line Street
- On 8/21/2023 the Construction Office declared emergency demolition of this property is necessary due to fractured front wall with tree growing thru wall.
- Received three (3) quotes total (Winzinger \$63,000), The Original Hargrove (\$64,000.00) & Caravella (\$75,000.00)
- The City of Camden Code will impose a municipal lien against this property 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:** \$63,000.00

**PROCUREMENT PROCESS:** N.J.S.A. 40A: 11-6 (Emergency)

**APPROPRIATION NUMBER:** 3-01-09-201-001

### IMPACT STATEMENT:

- ER Demolition work started 8/23/2023

### 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 AT 764 LINE STREET AND STUCCOING OF ADJOINING WALL 762 LINE STREET
Contract Award Amount	\$63,000.00
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 \$75,000.00 HARGROVE \$64,000.00

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 DEMOLITION**

To: Keith Walker, Director of Department of Public Works  
From: JAMES R RIZZO, Construction Official  
Date: Monday, August 21, 2023  
SITE: 764 LINE ST  
Owner M&M TOV, LLC  
Address 543 BEDFORD AVE #179  
BROOKLYN, NY 11211

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—STUCCO WALL OF 762 LINE ST—**



NOTICE OF IMMINENT HAZARD

CITY OF CAMDEN
520 MARKET STREET
CAMDEN, NJ 08101
(856)757-7032

Application Date:
Application ID:
Permit Number:
Date Permit Issued:
Notice Date: 8/21/2023
Violation Number: 2023-02107

IDENTIFICATION

Work Site Location: 764 LINE ST Block: 352 Lot: 6 Qual:
Owner in Fee: M&M TOV, LLC Contractor/Agent:
Address: 543 BEDFORD AVE #179 Address:
BROOKLYN NY 11211 Telephone: Telephone:

To: [X] Owner [ ] Other
[ ] Contractor/Agent

Date of Inspection: 8/21/2023 Date of Notice: 8/21/2023 Compliance Due Date: 8/22/2023

ACTION

Take NOTICE that as a result of the inspections conducted by this agency on 8/21/2023 of the above property, an imminent hazard has been found to exist pursuant to N.J.S.A. 52:27D-132 and N.J.A.C. 5:23-2.32. The building or structure, or portion thereof, deemed an imminent hazard is described as follows:

FRACTURED FRONT WALL WITH TREE GROWING THRU WALL ACTUAL AND IMMEDIATE DANGER OF COLLAPSE!

As such, you are hereby ORDERED to immediately and forthwith vacate the above structure or portion thereof.

Further, you are ORDERED to:

- [ ] Immediately correct the above noticed imminent hazards so as to render the structure temporarily safe and secure.
[X] Demolish the above structure by 8/23/2023.

Failure to immediately comply with this ORDER may result in the necessary correction being made by the Construction Official at the expense of the property owner pursuant to N.J.A.C. 5:23-2.32(b)5.

Failure to render the structure temporarily safe and secure and/or demolish the structure in accordance with this ORDER will result in this matter being forwarded to legal counsel for prosecution, and assessment of penalties up to \$2,000.00 per week per violation. You must immediately declare to the Construction Official, your acceptance or rejection of the terms of this ORDER.

If you wish to contest this ORDER, you must apply for a stay to a court of competent jurisdiction within 24 hours.

If you have any questions concerning this matter, please call: (856) 757-7032.

By Order of: [Signature] Date: 08/21/2023
CITY OF CAMDEN Construction Official

Sent by Certified Mail:

PUBLIC SERVICE ELECTRIC & GAS COMPANY  
PO BOX 1023,  
CRANFORD, NJ 07016-1023  
Phone: 800-817-3366 Fax: 908-497-1878  
E-mail: [demolition@pseg.com](mailto:demolition@pseg.com)

**EMERGENCY  
DEMOLITION**

**PSE&G SERVICE REMOVAL REQUEST FORM**

Office Use Only: Project # \_\_\_\_\_ G1# \_\_\_\_\_ E1# \_\_\_\_\_

**REVIEW APPLICATION INSTRUCTIONS BEFORE COMPLETING**

COMPANY NAME *if applicable*: CITY OF CAMDEN

OWNER'S NAME: M&M TOV, LLC

OWNER'S AUTHORIZED AGENT name and title: N/A

SERVICE ADDRESS: 764 LINE ST TOWN: CAMDEN  
(OF BLDG TO BE DEMOLISHED)

CROSS STREET: NEWTON AVE

OWNER'S MAILING ADDRESS: 543 BEDFORD AVE #179 BROOKLYN, NY 11211

*(This is where the service removal completion letter will be sent)*

OWNERS'S PRIMARY RESIDENCE? (CIRCLE ONE) YES (NO)

PREMISE VACANT? (CIRCLE ONE) (YES) NO

**IMPORTANT: APPLICATION WILL NOT BE ACCEPTED UNTIL APPLICANT HAS TAKEN OWNERSHIP AND PROPERTY IS VACANT.**

PROJECT CONTACT: JAMES R RIZZO FAX: JARIZZO@CI.CAMDEN.NJ.US

PRIMARY PHONE: 609-319-9883 (OR E-MAIL) ALTERNATE PHONE: N/A

METER NUMBERS: Gas N/A Electric N/A

TYPE AND NUMBER OF STRUCTURES TO BE DEMOLISHED: N/A

DOES THE STRUCTURE TO BE DEMOLISHED HAVE MORE THAN ONE ADDRESS? **A separate form is required for each address.**

PSE&G LIGHTING TO BE REMOVED? (CIRCLE ONE) YES (NO)

PSE&G POLES TO BE REMOVED? (CIRCLE ONE) YES (NO)

POLE#(S) **required**: \_\_\_\_\_

OTHER PSE&G EQUIPMENT?(TRANSFORMER, SWITCHGEAR, ETC.) YES NO XX

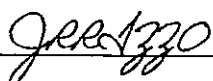
TYPE OF ELECTRICAL SERVICE: (CIRCLE ONE) (OVERHEAD) UNDERGROUND

ARE YOU AWARE OF ANY ENVIRONMENTAL ISSUES AT THIS SITE? YES NO XX

PLEASE EXPLAIN \_\_\_\_\_

TYPE OF STRUCTURE TO BE BUILT AFTER DEMOLITION: N/A

APPROXIMATE DATE OF RECONSTRUCTION: N/A

SIGNATURE:  PRINT NAME: JAMES R RIZZO

DATE: AUGUST 21, 2023

**BY SUBMITTING THIS APPLICATION YOU ARE CERTIFYING THAT YOU ARE AUTHORIZED TO REQUEST REMOVAL OF ELECTRIC AND GAS SERVICES AT THE PROPERTY SPECIFIED AND THAT PREMISE IS VACANT. Proof of ownership required at time of application. Please refer to the instructions sent with this form for list of acceptable forms of proof.**

## CITY OF CAMDEN

### **EMERGENCY CONTRACT TO PROVIDE FOR THE DEMOLITION OF A RESIDENTIAL PROPERTY, THE REMOVAL OF ALL STRUCTURES, CONTENTS AND ALL OTHER DEBRIS, WHETHER ABOVE OR BELOW GROUND, AT 764 LINE STREET, BLOCK 352, LOT 6, FINAL RESTORATION AND GRADING OF THIS PROPERTY AND STUCCO OF THE ADJOINING WALLS OF 762 LINE STREET IN THE CITY OF CAMDEN**

This Emergency Demolition is encompassed by the Standard City Demolition Specifications, which are incorporated by reference and made a part hereto, and the following, special provisions.

On August 21, 2023, the City of Camden Construction Official conducted an inspection of the structure at 764 Line Street, Block 352, Lot 6, and determined that it is an unsafe structure and imminent hazard: walls are in immediate danger of collapsing and falling bricks due to a tree growing through the walls. These unsafe conditions make this structure extremely dangerous to the residents. The Construction Official provided the owner until August 23, 2023 to demolish the structure or correct the unsafe conditions. The owner has failed to do so and the Construction Official has determined that the building structure must be promptly demolished.

By this emergency quote, the City of Camden is seeking one (1) contractor to provide for the demolition of the residential property at 764 Line Street, Block 352, Lot 6, the removal of all structures, contents and all other debris, whether above or below ground, and final restoration and grading of the property and stucco the adjoining walls of 762 Line Street, Camden, New Jersey.

The Contractor must respond by no later than 12:00 p.m. on Tuesday, August 22, 2023. The Purchasing Bureau will contact the successful vendor by telephone/email with notice to proceed.

Contractor must secure subject site by 2:00 p.m. on Tuesday, August 22, 2023 for public safety. A Portable six-foot (6') metal cyclone fence must be erected around the pedestrian walkway(s) of the structure(s) to be demolished. **(NO EXCEPTIONS). Any immediate hazards [falling debris, etc.] must be corrected at that time.** Contractor must begin demolition by 9:00 am on Wednesday, August 23, 2023.

Contractor shall ensure that dust be kept to a minimum by spraying the site with water during the demolition. Sidewalks should be made passable and left broom clean daily during the course of your demolition operations.

All Contractor signage shall be removed from the worksite at the time the job is completed. This requirement is a condition prior to receipt of final payment.

**PLEASE BE ADVISED**

- **EMERGENCY CONTRACT TO PROVIDE FOR THE DEMOLITION OF A RESIDENTIAL PROPERTY, THE REMOVAL OF ALL STRUCTURES, CONTENTS AND ALL OTHER DEBRIS, WHETHER ABOVE OR BELOW GROUND, AT 764 LINE STREET, BLOCK 352, LOT 6, FINAL RESTORATION AND GRADING OF THIS PROPERTY AND STUCCO OF THE ADJOINING WALLS OF 762 LINE STREET IN THE CITY OF CAMDEN**
- **Any tanks or containers on the property must be removed from the property and such removal costs shall be included in the bid price sheet. All such removal work shall be done in accordance with and comply with all applicable federal, state, and local laws, ordinances, rules and regulations. Furthermore, the Contractor must comply with the New Jersey Department of Labor procedures, rules, and regulations, including providing appropriate documents, affidavits and/or certifications.**
- **Contractor must secure subject site with sufficient and appropriate security fencing while the Contractor is performing the emergency demolition in order to adequately protect the public health, safety and welfare of the citizens of the City.**
- **All costs for asbestos and tank and/or container removals must be included in the Bid Price Sheet's Lump Sum Payments. The City of Camden will not pay any additional costs for these removals.**
- **AWARD WILL BE BASED ON THE TOTAL AMOUNT OF THE QUOTE.**

**\*EXCEPTION:** If asbestos or other contamination is verified, then the demolition time schedule is referred to the Construction Official.

A Certificate of Environmental Compliance and Hold Harmless Agreement issued by the City Construction Official are attached to this fax; they must be completed and returned with the Proposal prior to any award and demolition work. Return of the Certificates is MANDATORY; otherwise said proposal will be rejected. The worksite must remain secure until project is properly abated.

The dollar amount for all demolition quotes must be submitted in two written versions as per example.

**Example:** "Seven thousand five hundred dollars" and \$ 7,500.00

**PLEASE NOTE: In the event of a tie for emergency demolition request, the determining factor will be awarded to the contractor who submits their proposal the earliest**

**BID PRICE SHEET**

- LUMP SUM PAYMENT FOR THE DEMOLITION OF A RESIDENTIAL PROPERTY, THE REMOVAL OF ALL STRUCTURES, CONTENTS AND ALL OTHER DEBRIS, WHETHER ABOVE OR BELOW GROUND, AT 764 LINE STREET, BLOCK 352, LOT 6, FINAL RESTORATION AND GRADING OF THIS PROPERTY AND STUCCO OF THE ADJOINING WALLS OF 762 LINE STREET IN THE CITY OF CAMDEN

\$ 63,000.<sup>00</sup>  
TOTAL

Total Bid Amount in Words: Sixty Three Thousand  
Dollars AND No cents

NOTE: THE ABOVE LUMP SUM PAYMENTS MUST INCLUDE ALL COSTS, INCLUDING REMOVAL OF ALL DEBRIS, WHETHER ABOVE OR BELOW GROUND, ASBESTOS ABATEMENT, REMOVAL OF ABOVE GROUND OIL, PROPANE OR OTHER TYPES OF TANKS OR CONTAINERS, INCLUDING ABOVE GROUND OIL, PROPANE OR OTHER TYPES OF TANKS OR CONTAINERS LOCATED IN THE BASEMENT OF THE STRUCTURE(S) TO BE DEMOLISHED, ALL RESTORATION AND GRADING COSTS AND ALL OTHER COSTS.

PLEASE NOTE: GAS AND ELECTRIC SERVICES TO 1622 FILLMORE STREET, CAMDEN, NEW JERSEY HAVE BEEN DISCONNECTED BY PSE&G.

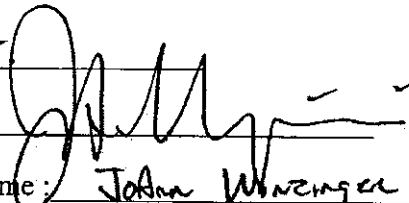
THE ABOVE LUMP SUM PAYMENTS MUST INCLUDE ALL COSTS ASSOCIATED WITH OTHER DISCONNECTION COSTS AS WELL AS DISCONNECTION OF APPURTENANT EQUIPMENT SUCH AS METERS, REGULATORS, AND GAUGES AND THE COORDINATION AND SCHEDULING THEREOF.

PLEASE NOTE: THE BIDDER WILL NOT BE RESPONSIBLE FOR WATER AND SEWER DISCONNECTS OR FOR THE COSTS FOR THESE WATER AND SEWER DISCONNECTS SINCE THE WATER AND SEWER DISCONNECT SERVICES ARE TO BE PROVIDED BY AMERICAN WATER.

Fees for any additional charges not listed in this bid sheet are expressly not permitted under the contract.

\*\*\*

I **HEREBY** submit and confirm this Bid Price Sheet, subject to all requirements and conditions stated in these bid specifications.

Company Name: WINZINGER, INC  
Bidder's Corporate Officer's Signature:   
Name: John Winzinger (

print name)

Title: President

(print title)

Date: 8/22/23





# CERTIFICATE OF ENVIRONMENTAL COMPLIANCE

Name of Contractor: WINZINGER, INC

I, JOAN WINZINGER, hereby agree to hold harmless the City of Camden, its successors and assignees, or its officials, officers, employees and agents, for any injuries to person or property incurred on losses suffered on account of the demolition of 764 LINE STREET

I certify upon inspection of the property that there is no asbestos or visible hazardous tanks. The contractor will not be responsible for the removal of subsurface tanks unless otherwise noted by the City of Camden. If either of these items are identified, they will be removed in accordance withal applicable federal, state, and local laws, ordinances, rules and regulations. Including, the New Jersey Department of Labor procedures, rules, and regulations, including providing appropriate documents, affidavits and/or certifications and also N.J.S.A 52:27D – 119 et. Seq.

Asbestos

Tanks

Yes

No

Yes

No

X

X

By: [Signature]

Sworn and subscribed to before me

On this 22 day of August 2023

[Signature]  
NOTARY PUBLIC

WILLIAM K. CHALLENGER  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 2334691  
My Commission Expires 9/20/2025

**BID PRICE SHEET**

- **LUMP SUM PAYMENT FOR THE DEMOLITION OF A RESIDENTIAL PROPERTY, THE REMOVAL OF ALL STRUCTURES, CONTENTS AND ALL OTHER DEBRIS, WHETHER ABOVE OR BELOW GROUND, AT 764 LINE STREET, BLOCK 352, LOT 6, FINAL RESTORATION AND GRADING OF THIS PROPERTY AND STUCCO OF THE ADJOINING WALLS OF 762 LINE STREET IN THE CITY OF CAMDEN**

\$ 64,000.<sup>00</sup>  
TOTAL

Total Bid Amount in Words: Sixty Four Thousand Dollars  
and <sup>00</sup>/<sub>100</sub>

**NOTE: THE ABOVE LUMP SUM PAYMENTS MUST INCLUDE ALL COSTS, INCLUDING REMOVAL OF ALL DEBRIS, WHETHER ABOVE OR BELOW GROUND, ASBESTOS ABATEMENT, REMOVAL OF ABOVE GROUND OIL, PROPANE OR OTHER TYPES OF TANKS OR CONTAINERS, INCLUDING ABOVE GROUND OIL, PROPANE OR OTHER TYPES OF TANKS OR CONTAINERS LOCATED IN THE BASEMENT OF THE STRUCTURE(S) TO BE DEMOLISHED, ALL RESTORATION AND GRADING COSTS AND ALL OTHER COSTS.**

**PLEASE NOTE: GAS AND ELECTRIC SERVICES TO 1622 FILLMORE STREET, CAMDEN, NEW JERSEY HAVE BEEN DISCONNECTED BY PSE&G.**

**THE ABOVE LUMP SUM PAYMENTS MUST INCLUDE ALL COSTS ASSOCIATED WITH OTHER DISCONNECTION COSTS AS WELL AS DISCONNECTION OF APPURTENANT EQUIPMENT SUCH AS METERS, REGULATORS, AND GAUGES AND THE COORDINATION AND SCHEDULING THEREOF.**

**PLEASE NOTE: THE BIDDER WILL NOT BE RESPONSIBLE FOR WATER AND SEWER DISCONNECTS OR FOR THE COSTS FOR THESE WATER AND SEWER DISCONNECTS SINCE THE WATER AND SEWER DISCONNECT SERVICES ARE TO BE PROVIDED BY AMERICAN WATER.**

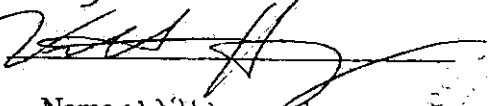
Fees for any additional charges not listed in this bid sheet are expressly not permitted under the contract.

\*\*\*

I **HEREBY** submit and confirm this Bid Price Sheet, subject to all requirements and conditions stated in these bid specifications.

Company Name: "The Original" W. Hargrove Demolition Co Inc.

Bidder's Corporate Officer's Signature:

  
Name: William Hargrove

print name)

Title: President

(print title)

Date: August 22, 2023.



## CERTIFICATE OF ENVIRONMENTAL COMPLIANCE

Name of Contractor: "The Original" W. Hargrove Demolition Co. Inc.

I, William Hargrove, hereby agree to hold harmless the City of Camden, its successors and assignees, or its officials, officers, employees and agents, for any injuries to person or property incurred on losses suffered on account of the demolition of 764 Line Street, Camden, NJ

I certify upon inspection of the property that there is no asbestos or visible hazardous tanks. The contractor will not be responsible for the removal of subsurface tanks unless otherwise noted by the City of Camden. If either of these items are identified, they will be removed in accordance with applicable federal, state, and local laws, ordinances, rules and regulations. Including, the New Jersey Department of Labor procedures, rules, and regulations, including providing appropriate documents, affidavits and/or certifications and also N.J.S.A. 52:27D - 119 et. Seq.

Asbestos		Tanks	
Yes	No	Yes	No
_____	<u>X</u>	_____	<u>X</u>

By: [Signature]  
William Hargrove, President.

Sworn and subscribed to before me

On this 23rd day of August, 2023

[Signature]  
NOTARY PUBLIC

Kelly Jo Gipe  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 03/26/2024

Proposal / Agreement / Contract

August 22, 2023

Proposal Submitted To:  
Lateefah Chandler, QPA  
Purchasing Agent  
City of Camden  
520 Market Street  
Camden, NJ 08101

Project Information  
CDI Project #23-8-13  
764 Line Street  
Camden, New Jersey

Via email ~ lachandl@ci.camden.nj.us

Dear Lateefah:

Let us show you what sets Caravella Demolition apart from other Demolition companies – we simply are the best in the demolition industry. The Caravella family has been in the construction and demolition industry since 1928. We are a full service demolition company that owns all of our 300 pieces of equipment. Our fleet dump trailers are custom built to our standards for the most efficient debris removal. So that the work site remains safe and efficient, we live load out all the debris generated from the demolition scope of work. Our Staff has extensive experience in all aspects of Demolition and Construction. With this experience, it allows us to provide the Owners and their Representatives that we work with an effortless process from beginning to end. With the understanding that no one project is the same, we develop a site-specific demolition plan with means and methods.

Caravella Demolition is a small business enterprise category 4 that carries full demolition insurance and endorsements. Our Current Experience Modification Factor (EMR) is .86, with the (5) years under the industry standard of 1.0.

Caravella considers safety to be the utmost significance on all of their projects. We perform all of our demolition operations within full compliance with State and Federal Regulations and Standards during all aspects of this project.

Services

SCOPE OF WORK

**Caravella Demolition, Inc.** agrees to provide the following scope of work. This Scope of Work is based on the Standard Camden City Demolition Specifications.

1. All Labor, Material and Equipment to **SAFELY** separate 764 from 762 to demolish and removal all construction and demolition debris by mechanical means at 764 Line Street.
  - a. All Labor provided will be non-union, paid in accordance with prevailing wages being paid.
  - b. Footings, foundations, and slabs to be removed
  - c. Dust Control for Demolition Operations
  - d. All Labor, Materials and Equipment to Repair Shared Party Wall at 762 Line Street.
  - e. All salvage and scrap metal is to become the property of Caravella Demolition, Inc.
2. All Scope of Work listed in this Agreement is based upon (1) Mobilization for all work. If there are scheduling delays due to causes outside of Caravella's control this agreement will be subject to additional fees.
3. If this project requires posting of no parking signs whether by the Owner and its Representatives or the Local Police Force – this task needs to be performed on a daily basis as per Local Rules and Regulations. If Caravella is delayed due to the lack of posting of no parking signs, there will be a delay charge invoiced on the final payment.
4. **Permits** – Owner and its Representative shall obtain all necessary permit requirements in relation to this scope of work and provide permit to Caravella Demolition within 90 days of signing this agreement. Failure to provide such permits may impose a change in the price. Owner and its Representatives are responsible for all permit fees related to this Scope of Work and Agreement.

40 Deforest Ave. East Hanover, NJ 07936 Office (973) 884-4900 Fax (973) 240-7412

[www.caravellademo.com](http://www.caravellademo.com)

Email: [info@caravellademo.com](mailto:info@caravellademo.com)

5. **Price**
  - a. An consideration for the provision of the Services provided by Caravella Demolition the base price is:  
\$75,000.00
6. **Payment**
  - a. The customer agrees to pay the price in accord with the following schedule:
  - b. Caravella Demolition shall invoice the Customer for the Services and as per the above referenced schedule that it has provided to the Customer when payments are due.
  - c. Customer shall pay such invoices as described in the schedule. Any invoices not paid within this schedule and this agreement shall bear interest for the date of the invoice at the rate of eighteen percent (18%) per annum (or the maximum rate permitted by law).
7. **Representation on Authority of Parties** - Each person signing this Agreement represents and warrants that he or she duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder has been duly authorized and that this Agreement is valid and legal agreement binding on such party and enforceable in accordance with its terms.
8. **Termination** - Caravella Demolition shall have the right to terminate this agreement at any time for Customer's failure to comply with any of its obligations hereunder by providing written notice to Customer.
9. **Force Majeure** - Any work stoppages, delays, damages or failure caused by or occasioned by a event that is outside the control of the parties to include the acts of God, flood, fire or other natural causes, riots, war, rebellion sabotage, acts of terrorism, civil strife, acts of public enemies, and acts of government authorities whether federal, state or local. Delays due to the above causes, or any of them, shall not be deemed to be a breach or failure to perform under this Agreement.
10. **Assignment** - The rights, duties and obligations of the Customer under this Agreement are not assignable by Customer without the written agreement consent of Caravella Demolition.
11. **Successors and Assigns** - Subject to provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties.
12. **Attorney Fees** - If any action at law or in equity that is brought to enforce or interpret the provisions of this Agreement, Caravella Demolition shall be entitled to reasonable attorney's fees in addition to other relief that may be available.
13. **Governing Law** - the laws of the State of New Jersey shall govern the validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to the Agreement. The Courts of the Project County shall have exclusive jurisdiction over any legal actions bought pursuant to or resulting from the Agreement.
14. **Amendment** - No modification of amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.
15. **Severability** - If any of the provisions contained in this Agreement are found to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement shall be constructed as if the invalid, illegal, or unenforceable provision had never been contained in it.
16. **Entire Agreement** - This agreement supersedes any and all other agreements, either oral or in writing between the parties to the agreement with respect to its subject matter, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained in it shall be valid or binding.

40 Deforest Ave. East Hanover, NJ 07936 Office (973) 884-4900 Fax (973) 240-7412

[www.caravellademo.com](http://www.caravellademo.com)

Email: [info@caravellademo.com](mailto:info@caravellademo.com)

The following are Excluded from this Agreement

1. Any unforeseen above ground and underground conditions to include the following:
  - including environmental issues including but not limited to handling and abatement of universal waste;
  - hazardous or contaminated materials to include water, soil, testing, consulting, PCBs;
  - Any Scope related to above ground or underground storage tanksNote: These Scopes require specific licensing and are subject to special requirements.
2. Temporary protection to include Fencing, Scaffolding, Shorting, Bridging.
3. Air Monitoring, Vibration Monitoring, Noise Monitoring
4. Decommissioning relating to the Existing Utilities, Mechanical Systems, and Elevator Systems.
5. All damages that may occur to private and public properties within the demolition area footprint to include the following:
  - Any and all underground utilities breakage,
  - Well Sealing and Closure
  - Repairs to Existing Site Amenities
6. Removal of Site Amenities to include the following:
  - Removal of Dirt and Soil other than areas within in Landscaped Areas
  - Natural Object and Materials
7. Backfilling, Topsoil and Seeding of Areas affected by Demolition Scope
8. All Traffic Control Requirements including Uniformed Police Traffic Directors

**INITIALS:** \_\_\_\_\_ **ACCEPTANCE OF PROPOSAL:** The prices, specifications, exclusions and conditions are satisfactory and are hereby accepted. You are authorized and under contractual agreement to do the work as specified. The person or persons signing this document will personal guarantee this document.

**Caravella Demolition Inc.**

**City of Camden**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CITY OF CAMDEN

### **EMERGENCY CONTRACT TO PROVIDE FOR THE DEMOLITION OF A RESIDENTIAL PROPERTY, THE REMOVAL OF ALL STRUCTURES, CONTENTS AND ALL OTHER DEBRIS, WHETHER ABOVE OR BELOW GROUND, AT 764 LINE STREET, BLOCK 352, LOT 6, FINAL RESTORATION AND GRADING OF THIS PROPERTY AND STUCCO OF THE ADJOINING WALLS OF 762 LINE STREET IN THE CITY OF CAMDEN**

This Emergency Demolition is encompassed by the Standard City Demolition Specifications, which are incorporated by reference and made a part hereto, and the following, special provisions.

On August 21, 2023, the City of Camden Construction Official conducted an inspection of the structure at 764 Line Street, Block 352, Lot 6, and determined that it is an unsafe structure and imminent hazard: walls are in immediate danger of collapsing and falling bricks due to a tree growing through the walls. These unsafe conditions make this structure extremely dangerous to the residents. The Construction Official provided the owner until August 23, 2023 to demolish the structure or correct the unsafe conditions. The owner has failed to do so and the Construction Official has determined that the building structure must be promptly demolished.

By this emergency quote, the City of Camden is seeking one (1) contractor to provide for the demolition of the residential property at 764 Line Street, Block 352, Lot 6, the removal of all structures, contents and all other debris, whether above or below ground, and final restoration and grading of the property and stucco the adjoining walls of 762 Line Street, Camden, New Jersey.

The Contractor must respond by no later than 12:00 p.m. on Tuesday, August 22, 2023. The Purchasing Bureau will contact the successful vendor by telephone/email with notice to proceed.

Contractor must secure subject site by 2:00 p.m. on Tuesday, August 22, 2023 for public safety. A Portable six-foot (6') metal cyclone fence must be erected around the pedestrian walkway(s) of the structure(s) to be demolished. **(NO EXCEPTIONS). Any immediate hazards [falling debris, etc.] must be corrected at that time.** Contractor must begin demolition by 9:00 am on Wednesday, August 23, 2023.

Contractor shall ensure that dust be kept to a minimum by spraying the site with water during the demolition. Sidewalks should be made passable and left broom clean daily during the course of your demolition operations.

All Contractor signage shall be removed from the worksite at the time the job is completed. This requirement is a condition prior to receipt of final payment.



**PLEASE BE ADVISED**

- **EMERGENCY CONTRACT TO PROVIDE FOR THE DEMOLITION OF A RESIDENTIAL PROPERTY, THE REMOVAL OF ALL STRUCTURES, CONTENTS AND ALL OTHER DEBRIS, WHETHER ABOVE OR BELOW GROUND, AT 764 LINE STREET, BLOCK 352, LOT 6, FINAL RESTORATION AND GRADING OF THIS PROPERTY AND STUCCO OF THE ADJOINING WALLS OF 762 LINE STREET IN THE CITY OF CAMDEN**
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- **Contractor must secure subject site with sufficient and appropriate security fencing while the Contractor is performing the emergency demolition in order to adequately protect the public health, safety and welfare of the citizens of the City.**
- **All costs for asbestos and tank and/or container removals must be included in the Bid Price Sheet's Lump Sum Payments. The City of Camden will not pay any additional costs for these removals.**
- **AWARD WILL BE BASED ON THE TOTAL AMOUNT OF THE QUOTE.**

**\*EXCEPTION:** If asbestos or other contamination is verified, then the demolition time schedule is referred to the Construction Official.

A Certificate of Environmental Compliance and Hold Harmless Agreement issued by the City Construction Official are attached to this fax; they must be completed and returned with the Proposal prior to any award and demolition work. Return of the Certificates is MANDATORY; otherwise said proposal will be rejected. The worksite must remain secure until project is properly abated.

The dollar amount for all demolition quotes must be submitted in two written versions as per example.

**Example:** "Seven thousand five hundred dollars" and \$ 7,500.00

**PLEASE NOTE:** In the event of a tie for emergency demolition request, the determining factor will be awarded to the contractor who submits their proposal the earliest

**RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT  
AND PAYMENT OF SAME TO HOLIDAY INN FOR THE EMERGENCY  
RELOCATION OF OCCUPANTS AT 1483 GREENWOOD AVENUE**

**WHEREAS**, on August 4, 2023, the Construction Official declared emergency cleanup of 1483 Greenwood Avenue, Block 1281, Lot 36 due to health hazard of raw sewage in the basement leaking into adjoining property; and

**WHEREAS**, the City of Camden relocated the occupants of 1483 Greenwood Avenue, Block 1281, Lot 36 to the Holiday Inn from 8/4/2023-8/25/2023 with ESG covering the first 10 days and the City covering the remaining days at \$102 a night for two (2) rooms due to raw sewage in the basement; and

**WHEREAS**, the City of Camden will impose a municipal lien against this property for the amount of the costs incurred by the City for removal and any associated expenses (hotel stay); 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 TWO THOUSAND, TWO HUNDRED FORTY-FOUR DOLLARS (\$2,244.00) on the property at 1483 Greenwood Avenue, Block 1281, Lot 36, or alternatively, to enforce the payment of TWO THOUSAND, TWO HUNDRED FORTY-FOUR DOLLARS (\$2,244.00), together with interest, as a debt of the owner of the property for the City's costs incurred by the City for removal and any associated expenses; now, therefore

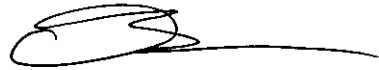
**BE IT RESOLVED**, by the City Council of the City of Camden as follows:

1. The appropriate person in City of Camden shall have the authority to impose and record a lien in the amount of TWO THOUSAND, TWO HUNDRED FORTY-FOUR DOLLARS (\$2,244.00) on the property at 1483 Greenwood Avenue, Block 1281, Lot 36, for the costs incurred for the removal and any associated expenses.
2. The municipal lien of TWO THOUSAND, TWO HUNDRED FORTY-FOUR DOLLARS (\$2,244.00) on 1483 Greenwood Avenue, Block 1281, Lot 36, 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 is allowable under the 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 TWO THOUSAND, TWO HUNDRED FORTY-FOUR DOLLARS (\$2,244.00) for the removal and any associated expenses of the property at 1483 Greenwood Avenue, Block 1281, Lot 36, together with interest, as a debt of the owner of the property, by filing a legal action 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: September 12, 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: HOLIDAY INN

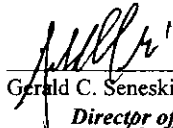
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-09-201-101  
AMOUNT: 2,400.00
- APPROPRIATION RESERVE:  
AMOUNT: \$
- DEDICATED BY RIDER:  
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT:  
AMOUNT;\$,
- CAPITAL ORDINANCE  
AMOUNT: \$
- TRUST ACCOUNT:  
AMOUNT: \$

**DETERMINATION OF VALUE CERTIFICATION**

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$2,400.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT AND PAYMENT OF SAME TO HOLIDAY INN FOR THE EMERGENCY RELOCATION OF OCCUPANTS AT 1483 GREENWOOD AVENUE. A MUNICIPAL LEIN IS IMPOSED AGAINST THE PROPERTY.

  
\_\_\_\_\_  
Gerald C. Seneski  
*Director of Finance*  
Date: 8/28/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

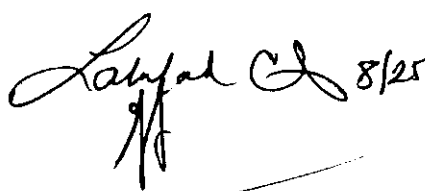
COUNCIL MEETING DATE: 09/12/2023

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

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT AND PAYMENT OF SAME TO HOLD INN FOR THE EMERGENCY RELOCATION OF OCCUPANTS AT 1483 GREENWOOD 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		8/25	
Director of Finance				

Approved by:  
Business Administrator

Signature

Date

  
8/29/23

Attachments (list and attach all available):

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

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

Received by:  
City Attorney

Signature

Date

SEP 1 2023



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

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

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT AND PAYMENT OF SAME TO HOLID INN FOR THE EMERGENCY RELOCATION OF OCCUPANTS AT 1483 GREENWOOD AVE. A MUNICIPAL LIEN IS IMPOSED AGAINST THE PROPERTY**

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

- Ratify the emergency raw sewage cleanup and payment of same to Holiday Inn, 2715 W. Marlton Pike Road, Cherry Hill, NJ 08002 at 1483 Greenwood Ave, Block 1281, Lot 36
- On 8/04/2023 the Construction Office declared emergency cleanup of this property is necessary due to health hazard of raw sewage in the basement leaking into adjoining property.
- Hotel Rental from 8/4/2023 – 8/25/2023 – ESG covered first 10 days and City of Camden covered remaining days at \$102/night for two (2) rooms = \$2,244.00
- The City of Camden Code will impose a municipal lien against this property for the amount of the costs incurred by the City for removal and any associated expenses (hotel stay).

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$2,244.00

**PROCUREMENT PROCESS:** N.J.S.A. 40A: 11-6 (Emergency)

**APPROPRIATION NUMBER:** 3-01-09-201-001

**IMPACT STATEMENT:**

- ER Demolition work started 8/04/2023

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- N/A

**COORDINATION:**

- N/A

**Prepared by:** LATEEAH CHANDLER

**856-757-7159**

---

Name

Phone/Email

**CAMDEN CITY**

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

REQUISITION	
NO.	23-02737

S H I P  T O	CITY ATTORNEY-4TH FLOOR PO BOX 95120 CAMDEN, NJ 08101-5120
V E N D O R	VENDOR #: HOL50
	HOLIDAY INN 2715 W. MARLTON PIKE ROAD CHERRY HILL, NJ 08002

ORDER DATE: 08/23/23  
 DELIVERY DATE: 08/23/23  
 STATE CONTRACT:  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
20.00 EA	GUEST ROOM RENTAL @ \$102.00 PER NIGHT (2023 PER DIEM GOVERNMENT RATE) FOR TWO ROOMS (BURNS) FOR TENANTS OF 1483 GREENWOOD AVE 8/14/2023 - 8/24/2023 DUE TO RAW SEWAGE IN BASEMENT  ESG COVERED PERIOD OF 8/04/2023 - 8/14/2023  NOLAN COX 856-873-5005	3-01-09-201-001	102.0000	2,040.00
			TOTAL	2,040.00

2023 AUG 23 AM 10:51  
 CITY OF CAMDEN  
 PURCHASING BUREAU

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.



AUG 23 2023

Department Head

Date



AUG 23 2023

Receiver of Goods

Date

**FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU**



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

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

Municipality	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	HOLIDAY INN
Purpose or Need for service:	EMERGENCY CLEANUP OF CONTAMINATED MATERIALS AT 1483 GREENWOOD AVE THUS ER RELOCATION OF OCCUPANTS
Contract Award Amount	\$2,244.00
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?	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\*

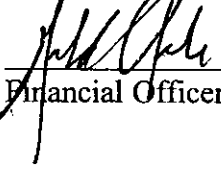
Date \_\_\_\_\_

\_\_\_\_\_  
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.

\_\_\_\_\_ N/A \_\_\_\_\_ Date \_\_\_\_\_  
Certifying Officer

***For LGS use only:***

\_\_\_\_\_  Approved  Denied \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_



# Holiday Inn

08-14-23

<b>City of Camden - Dept. of Human Services</b> <b>1000 North 6th Street</b> <b>Camden NJ 08102</b> <b>United States</b>  Burns, Ruth	Folio No. : A/R Number : <b>C1970-D1</b> Group Code : Company : <b>City of Camden - Dept. of Human Se</b> Membership No. : Invoice No. :	Room No. : <b>208</b> Arrival : <b>08-04-23</b> Departure : <b>08-14-23</b> Conf. No. : <b>28349587</b> Rate Code : <b>IMSTI</b> Page No. : <b>1 of 2</b>
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Date	Description	Charges	Credits
08-04-23	*Accommodation	102.00	
08-04-23	Sales Tax 6.625%	6.76	
08-04-23	Occupancy Tax 5%	5.10	
08-04-23	Township Tax 3%	3.06	
08-05-23	*Accommodation	102.00	
08-05-23	Sales Tax 6.625%	6.76	
08-05-23	Occupancy Tax 5%	5.10	
08-05-23	Township Tax 3%	3.06	
08-06-23	*Accommodation	102.00	
08-06-23	Sales Tax 6.625%	6.76	
08-06-23	Occupancy Tax 5%	5.10	
08-06-23	Township Tax 3%	3.06	
08-07-23	Sales Tax 6.625%	-20.28	
08-07-23	Occupancy Tax 5%	-15.30	
08-07-23	Township Tax 3%	-9.18	
08-07-23	*Accommodation	102.00	
08-08-23	*Accommodation	102.00	
08-09-23	*Accommodation	102.00	
08-10-23	*Accommodation	102.00	
08-11-23	*Accommodation	102.00	
08-12-23	*Accommodation	102.00	
08-13-23	*Accommodation	102.00	

Holiday Inn Philadelphia-Cherry Hill  
2175 Marlton Pike West  
Cherry Hill, NJ 08002  
Telephone: (856) 663-5300 Fax: (856) 662-2913



# Holiday Inn

08-14-23

City of Camden - Dept. of Human Services 1000 North 6th Street Camden NJ 08102 United States Burns, Ruth	Folio No. : A/R Number : C1970-D1 Group Code : Company : City of Camden - Dept. of Human Se Membership No. : Invoice No. :	Room No. : 208 Arrival : 08-04-23 Departure : 08-14-23 Conf. No. : 28349587 Rate Code : IMSTI Page No. : 2 of 2
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Date	Description	Charges	Credits
		<b>Total</b>	<b>1,020.00</b>
			<b>0.00</b>
		<b>Balance</b>	<b>1,020.00</b>

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.



**NOTICE OF IMMINENT HAZARD**

CITY OF CAMDEN  
520 MARKET STREET  
CAMDEN, NJ 08101  
(856)757-7032

Application Date:  
Application ID:  
Permit Number:  
Date Permit Issued:  
Notice Date: 8/10/2023  
Violation Number: 2023-01875

**IDENTIFICATION**

Work Site Location: 1483 GREENWOOD AVE Block: 1281 Lot: 36 Qual: \_\_\_\_\_  
Owner in Fee: CASCADE INVESTMENT GROUP; Contractor/Agent: \_\_\_\_\_  
%M FORD Address: \_\_\_\_\_  
Address: 700A S WHITE HORSE PIKE Address: \_\_\_\_\_  
SOMERDALE NJ 08083 Telephone: \_\_\_\_\_  
Telephone: \_\_\_\_\_

To:  Owner  Other  
 Contractor/Agent

Date of Inspection: 8/4/2023 Date of Notice: 8/10/2023 Compliance Due Date: 8/11/2023

**ACTION**

Take **NOTICE** that as a result of the inspections conducted by this agency on 8/4/2023 of the above property, an imminent hazard has been found to exist pursuant to N.J.S.A. 52:27D-132 and N.J.A.C. 5:23-2.32. The building or structure, or portion thereof, deemed an imminent hazard is described as follows:

**HEALTH HAZARD RAW SEWAGE IN THE BASEMENT LEAKING INTO ADJOINING PROPERTY**

As such, you are hereby **ORDERED** to immediately and forthwith vacate the above structure or portion thereof.

Further, you are **ORDERED** to:

- Immediately correct the above noticed imminent hazards so as to render the structure temporarily safe and secure.
- Demolish the above structure by .

Failure to immediately comply with this **ORDER** may result in the necessary correction being made by the Construction Official at the expense of the property owner pursuant to N.J.A.C. 5:23-2.32(b)5.

Failure to render the structure temporarily safe and secure and/or demolish the structure in accordance with this **ORDER** will result in this matter being forwarded to legal counsel for prosecution, and assessment of penalties up to \$2,000.00 per week per violation. You must immediately declare to the Construction Official, your acceptance or rejection of the terms of this **ORDER**.

If you wish to contest this **ORDER**, you must apply for a stay to a court of competent jurisdiction within 24 hours.

If you have any questions concerning this matter, please call: (856)757-7032.

By Order of: [Signature] Date: 8/10/23  
CITY OF CAMDEN Construction Official

Sent by Certified Mail: \_\_\_\_\_



CITY OF CAMDEN  
 520 MARKET STREET  
 CAMDEN, NJ 08101  
 (856)757-7032

**APPLICATION TO CONSTRUCTION  
 BOARD OF APPEALS**

Date Issued: 8/10/2023  
 Application ID:  
 Permit Number:  
 Date Permit Issued:  
 Notice Date: 8/10/2023  
 Violation Number: 2023-01875

**IDENTIFICATION**

Work Site Location: 1483 GREENWOOD AVE Block: 1281 Lot: 36 Qual: \_\_\_\_\_  
 Owner in Fee: CASCADE INVESTMENT GROUP; Contractor/Agent: \_\_\_\_\_  
%M FORD  
 Address: 700A S WHITE HORSE PIKE Address: \_\_\_\_\_  
SOMERDALE NJ 08083  
 Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

**APPLICANT STATEMENT**

Specific section(s) of the Regulation in question:

Briefly state your position in this matter and explain the nature of the relief you seek. (If more pages required, additional pages may be attached.)

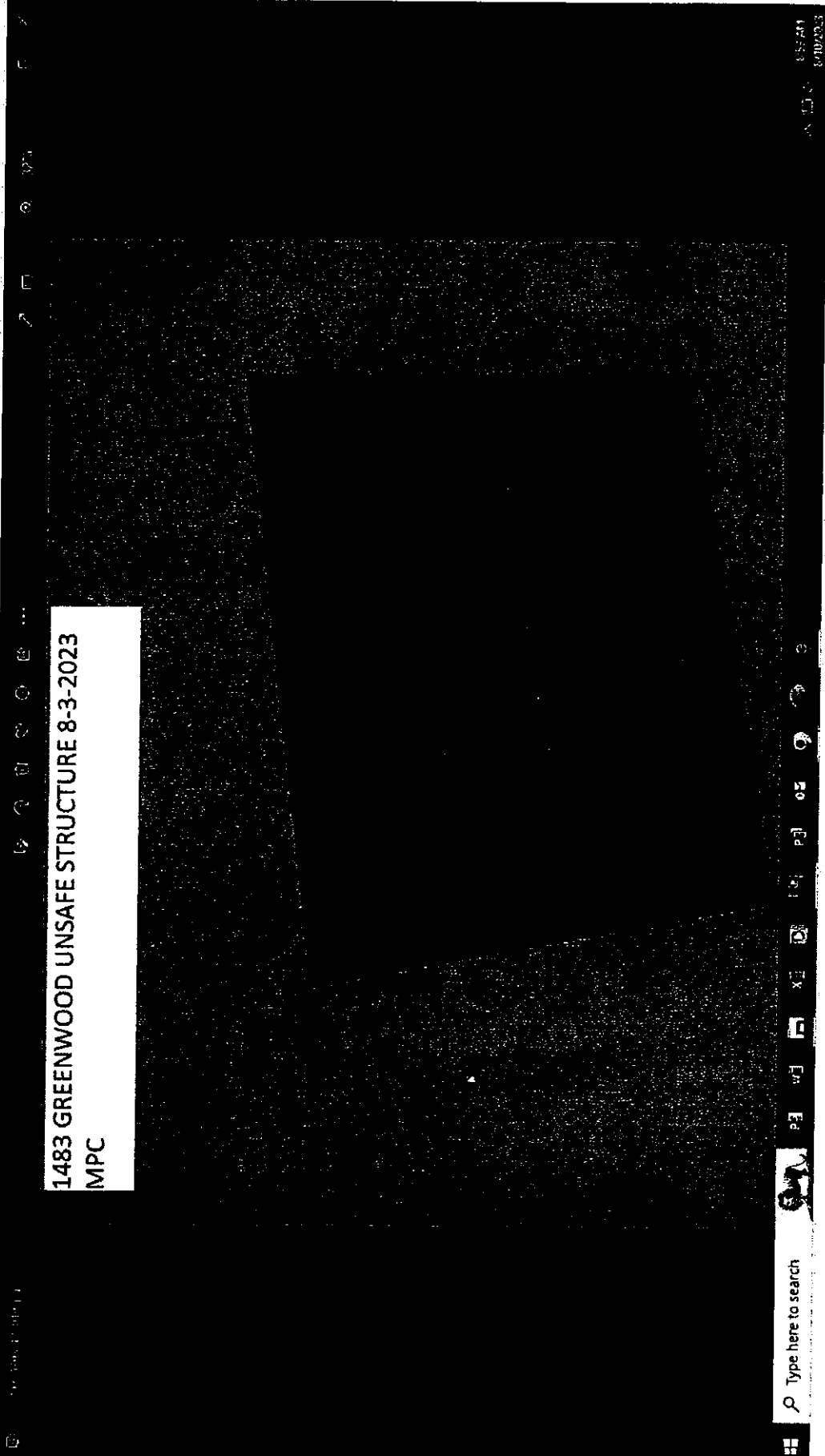
The Construction Board of Appeals has 10 business days following the submission of the appeal to make a decision pursuant to N.J.A.C. 5:23A-2.3(a)

Fees \$100.00  
 Paid [ ] Check No. \_\_\_\_\_  
 Collected By \_\_\_\_\_

Signed: \_\_\_\_\_ (Date)  
 (APPLICANT/AGENT)

**Application will not be considered complete unless accompanied by the appeal fee.**  
**Fee shall be waived when appeal is based on failure of agency to act within a specified time frame.**

1483 GREENWOOD UNSAFE STRUCTURE 8-3-2023  
MPC



Type here to search

8/3/2023 8:40:23

**Lateefah Chandler**

---

**From:** James Rizzo  
**Sent:** Thursday, August 10, 2023 9:48 AM  
**To:** David Krug; Dorri Brown; Edwin Guzman; Gabe Rodriguez CCP; Gabriel Camacho; Gary Brooks; Howard McCoach; James Rizzo; Keith L. Walker; Lateefah Chandler; Marc Riondino; Michael Harper; Steven.Rodriguez; Timothy J. Cunningham; Victor Carstarphen  
**Subject:** EMERGENCY BASEMENT CLEANUP OF RAW SEWAGE AUGUST 10, 2023  
**Attachments:** Message from "RNP5838798034A4"

Lateefah,

Please have get a quote for the cleaning of raw sewage from 1483 Greenwood Ave basement.  
Also sanitize the basement after the removal of the debris and sewage.

Please provide a quote be back by Friday 11, 2023 @ 12pm

**I will have the property open 8am Friday morning for inspection.**

**Thanks**

*JAMES R RIZZO, CONSTRUCTION OFFICIAL  
520 MARKET ST  
BUILDING BUREAU, ROOM 403  
CITY HALL, CAMDEN NJ 08102  
JARIZZO@CI.CAMDEN.NJ.US*

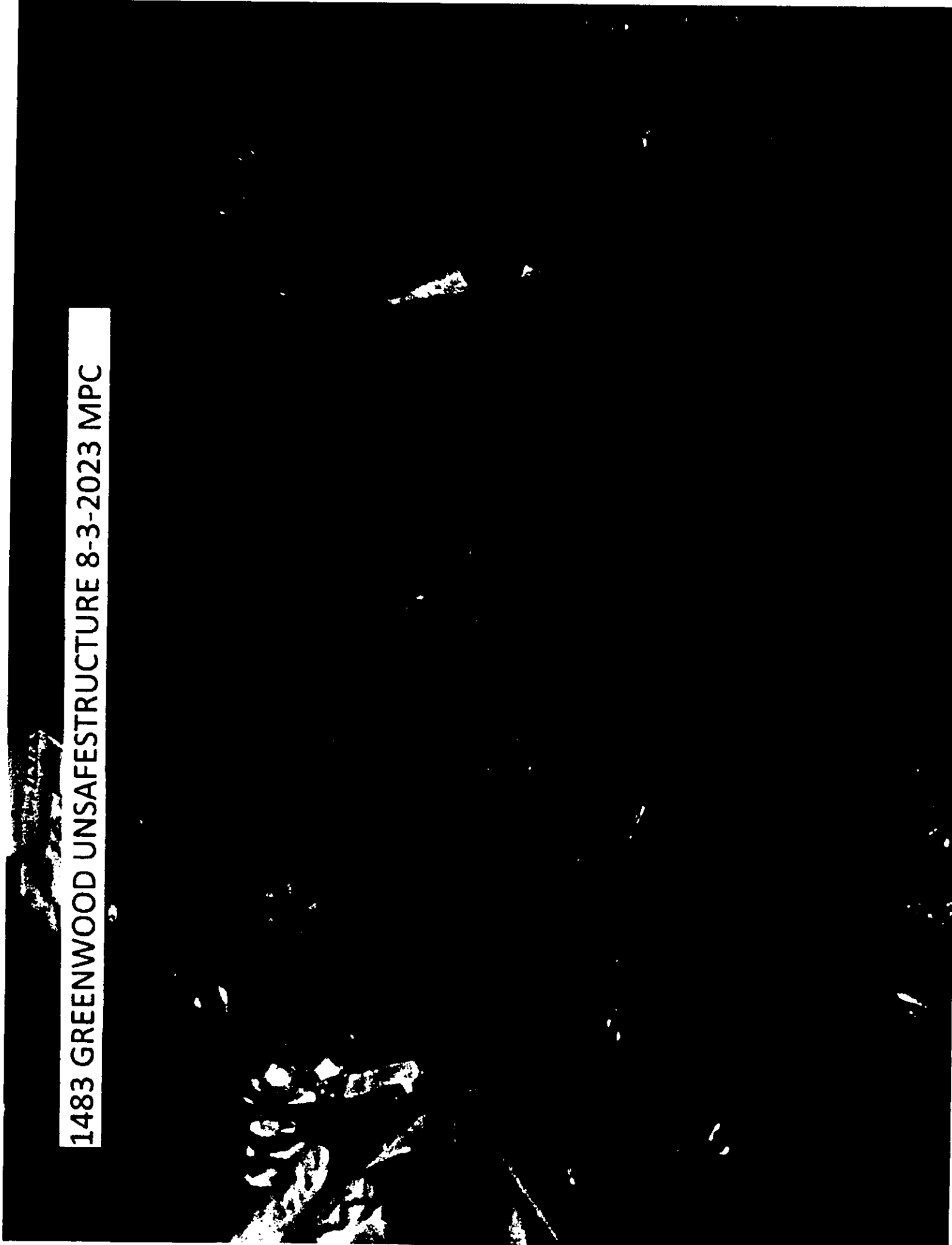


1483 GREENWOOD UNSAFE STRUCTURE 8-3-2023 MPC





1483 GREENWOOD UNSAFESTRUCTURE 8-3-2023 MPC





**RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT  
AND PAYMENT OF SAME TO EMERGI-CLEAN INC. FOR THE EMERGENCY  
CLEANUP OF CONTAMINATED CONTENTS AT 1483 GREENWOOD AVENUE**

**WHEREAS**, on August 4, 2023, the City of Camden's Construction Official declared that an emergency cleanup of 1483 Greenwood Avenue, Block 1281, Lot 36 is necessary due to the health hazard of raw sewage in the basement leaking into adjoining property; and

**WHEREAS**, the City received two (2) quotes to perform the emergency clean-up of the property from vendors: Aftermath for FOURTEEN THOUSAND SIX HUNDRED SEVEN DOLLARS AND TWENTY CENTS (\$14,607.20) and Emergi-Clean, Inc. for THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00); and

**WHEREAS**, the City of Camden selected Emergi-Clean Inc. and entered into a contract for THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) for the emergency clean-up of the 1483 Greenwood Avenue, Block 1281, Lot 36; and

**WHEREAS**, the City of Camden will place a municipal lien upon the property for the amount of the costs incurred by the City for the emergency clean-up of contaminated contents; 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 place a municipal lien in the amount of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) on 1483 Greenwood Avenue, Block 1281, Lot 36, or alternatively, to enforce the payment of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00), together with interest, as a debt of the owner of the property for the costs incurred by the City for the emergency clean-up of contaminated 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 place and record a lien in the amount of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) on 1483 Greenwood Avenue, Block 1281, Lot 36, for the costs incurred for the emergency clean-up of the property.
2. The municipal lien in the amount of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) for 1483 Greenwood Avenue, Block 1281, Lot 36, 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 allowable 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 THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) for the emergency clean-up of 1483 Greenwood Avenue, Block 1281, Lot 36, together with interest, as a debt of the owner of the property, by instituting legal action 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: September 12, 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: EMERGI - CLEAN INC

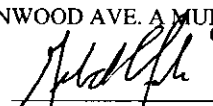
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-E6-702-908  
AMOUNT: \$3750.00
- 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: \$3750.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT AND PAYMENT OF SAME TO EMERGI-CLEAN INC FOR THE EMERGENCY CLEAN UP OF CONTAMINATED CONTENTS AT 1483 GREENWOOD AVE. A MUNICIPAL LIEN IS IMPOSED AGAINST THE PROPERTY

  
\_\_\_\_\_  
Gerald C. Sereski

*Director of Finance*

Date: 8/28/23



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 09/12/2023

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

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT AND PAYMENT OF SAME TO EMERGI-CLEAN INC FOR THE EMERGENCY CLEANUP OF CONTAMINATED CONTENTS AT 1483 GREENWOOD 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

Table with 5 columns: Responsible, Recommend Approval (Y/N), Signature, Date, Comments. Includes handwritten signatures and dates for Department Director and Business Administrator.

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 SEP 1 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 OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING AND RATIFYING EMERGENCY PROCUREMENT AND PAYMENT OF SAME TO EMERGI-CLEAN INC FOR THE EMERGENCY CLEANUP OF CONTAMINATED CONTENTS AT 1483 GREENWOOD AVE. A MUNICIPAL LIEN IS IMPOSED AGAINST THE PROPERTY**

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

- Ratify the emergency raw sewage cleanup and payment of same to Emergi Clean 41 Murray Street, Rahway, NJ 07065 at 1483 Greenwood Ave, Block 1281, Lot 36
- On 8/04/2023 the Construction Office declared emergency cleanup of this property is necessary due to health hazard of raw sewage in the basement leaking into adjoining property.
- Received two (2) quotes total, Emergi-Clean (\$3,750.00) & Aftermath (\$14,607.20)
- The City of Camden Code will impose a municipal lien against this property for the amount of the costs incurred by the City for removal and any associated expenses (hotel stay).

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$3,750.00

**PROCUREMENT PROCESS:** N.J.S.A. 40A: 11-6 (Emergency)

**APPROPRIATION NUMBER:** 3-01-09-201-001

**IMPACT STATEMENT:**

- ER Demolition work started 8/04/2023

**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	EMERGI-CLEAN INC
Purpose or Need for service:	EMERGENCY CLEANUP OF CONTAMINATED MATERIALS AT 1483 GREENWOOD AVE
Contract Award Amount	\$3,750.00
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 AFTERMATH \$14,607.20

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\*

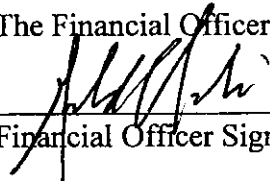
\_\_\_\_\_  
Date

\_\_\_\_\_  
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 \_\_\_\_\_

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

REQUISITION	
NO.	23-02669

SHIP TO	DEPT OF PUBLIC WORKS 101 NEWTON AVENUE CAMDEN, NJ 08103 ATTN: ANGELA WATKINS
VENDOR	EMERGI-CLEAN INC. 41 MURRAY STREET RAHWAY, NJ 07065

VENDOR #: EME17

ORDER DATE: 08/14/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00 EA	CONTAMINATION CLEANUP EMERGENCY CLEANUP OF CONTAMINATED CONTENTS 1483 GREENWOOD AVE (BASEMENT 18'X36')  NTE: \$3750.00  PROPOSAL DATED 8/14/23	3-01-E6-702-908	3,750.0000	3,750.00
	<i>Angela Watkins</i>		TOTAL	3,750.00

Approved: *[Signature]*

*[Signature]*  
 Department Head

8-14-23 *[Signature]*  
 Date

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

*[Signature]* 8/14/23  
 Receiver of Goods Date

**FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU**

2023 AUG 14 PM 12:59  
 OFFICE OF THE CITY CLERK  
 CAMDEN, NJ



# EMERGI-CLEAN, INC.

A REAL LIFE SOLUTION TO A REAL LIFE PROBLEM

August 14, 2023

Ms. Lateefah Chandler  
1483 Greenwood Avenue  
Camden, NJ

Dear Lateefah,

## Observation and Scope Of Work:

Upon inspection I observed a significant amount of trash and contents throughout the 1st floor. I located the stairwell to the basement in the kitchen and proceeded to inspect the area. Spiderweb and multiple love spiders were seen stretching throughout the basement. 2/3 of the basement has contaminated contents spread throughout. The area closest to the exterior door contained a bed frame and mattress. The standing muck appeared to be less than 1/2 inch where visible in the middle of the space. Some sludge was also present and could be felt underfoot while walking through the basement. I made my way back to the kitchen area and exited the unit. The entry was re-boarded. Offsite @ 9:15am.

The basement needs a clean out of contaminated contents followed by a disinfection and cleaning of the floor. This should consist of 1 day with a crew of 3 or 4 persons. The contents will be loaded into a dump trailer and removed from the site. The Ringomatic maybe used to remove water and/or sludge.

Measurement:

Basement - 18'x36'

NTE \$3,750.00

## Recommended Protocol

### Safety / Containment

- I. Evaluate, setup and utilize containment and air treatment equipment.
  - i. Floor Protection leading into area
  - ii. Containment of the area.
- II. PPE Requirements:
  - a. Enviroguard, Viroguard, Tyvek (Coverall w/Hood & Boot)
  - b. Microflex, SafeGrip Gloves, 11 Mil
  - c. Safety Glasses / Splash Guard
  - d. N100 Half-Face Mask

Headquarters: 207 Old York Road, Flemington, NJ 08822 / Main Office: 420 Jaques Ave., Rahway, NJ 07065  
(908) 587-0980, [www.emergiclean.com](http://www.emergiclean.com)

Women's Business Enterprise National Council WBE2100993 / Woman Owned Small Business WOSB210925  
New Jersey Home Improvement Contractor License #13VH07068300 / Pennsylvania Home Improvement Contractor License #PA096730  
NJ Solid/Medical Waste #28774 / NJ Generator #0219314 / NY Waste Transporter #NJ-1042  
NY DOL Mold Remediation Company License #01406 / PA Medical Waste & Chemotherapeutic Transporter #PA-HC0284



# **EMERGI-CLEAN, INC.**

**A REAL LIFE SOLUTION TO A REAL LIFE PROBLEM**

- III. Using industry guidelines ECI will work our way into the area of concern deemed necessary to be decontaminated by ECI. Upon inspection ECI recommends:
- Setup containment, remove contaminated materials, inspect and treat uncovered material as needed.
  - At completion SteriMist to be applied to the work area.
  - Clean and disinfect the area.

## **BSL CLASS 1-3**

\$250.00 - Emergency Dispatch Fee

\$150.00 - Vehicle Response

\$350.00 - Dump Trailer

\$196.00 - Foreman/Safety Officer

\$165.00 - Certified Technician Supervisor (Certified Bio Recovery Technician)

\$144.00 - Certified Technician

\$105.00 - Hazardous Materials Technician

\$85.00 - \$105.00 Personal Protective Equipment (Per Unit, Per Person)

\$175.00 - Disposal Per Box (Regulated Medical Waste)

\$TBD. - Disposal of Solid /Construction Waste

\$250.00 Min. or \$0.25-\$0.35 per sq ft - Sanitizing/Disinfecting Services (Post Cleaning)

\$100.00 - \$150.00 Specialized Equipment per day.

(If required Emergi-Clean, Inc. will provide a full price list with all items and materials that could and would be used on the job site. This Price List reflects the most common charges that would be present on your invoice)

**Due to the unforeseen within the area, ECI cannot confirm a set price due to many variables with the area. Please be aware that ECI has prided itself on the highest quality service and will keep you updated on the progress of this job.**

Very truly yours,

**Scott Vogel, MS, CBRM, CEOP**  
**Emergi-Clean, Inc.**

Headquarters: 207 Old York Road, Flemington, NJ 08822 / Main Office: 420 Jaques Ave., Rahway, NJ 07065  
(908) 587-0980, [www.emergiclean.com](http://www.emergiclean.com)

Women's Business Enterprise National Council WBE2100993 / Woman Owned Small Business WOSB210925  
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NY DOL Mold Remediation Company License #01406 / PA Medical Waste & Chemotherapeutic Transporter #PA-HC0284

## Angela Watkins

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**From:** Emma Wood <ewood@aftermath.com>  
**Sent:** Friday, August 11, 2023 2:34 PM  
**To:** Lateefah Chandler  
**Subject:** Re: [External]Pictures of 1483 Greenwood Ave  
**Attachments:** 2308653\_Multi (1).pdf

Thank you! We are able to offer a reduced rate to the City. The new estimate is attached now- please delete the first one! ☺ This estimate includes everything shown in the photos, so the full basement only. Was there sewage in the rest of the home as well? Or another issue in the rest of the home that needs attention?

**Emma wood** (she/her)

Senior Client Manager  
ewood@aftermath.com  
Direct # (630) 780-8810  
[www.aftermath.com](http://www.aftermath.com)

**Aftermath Services LLC**

*Specialists in Trauma Cleaning & Biohazard Removal*

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**From:** Lateefah Chandler <LaChandl@ci.camden.nj.us>  
**Sent:** Friday, August 11, 2023 12:42 PM  
**To:** Emma Wood <ewood@aftermath.com>  
**Subject:** RE: [External]Pictures of 1483 Greenwood Ave

Thanks. If the City proceeds with the cleanup we would cover the cost. The pictures were of one room – basement. Checking to see if the estimate included the entire house instead of just the basement..

Thank you

*Lateefah Chandler*

Lateefah Chandler, QPA  
Purchasing Agent  
City of Camden  
856-757-7475  
856-541-9668 (fax)  
Email: [lachandl@ci.camden.nj.us](mailto:lachandl@ci.camden.nj.us)

### CONFIDENTIALITY NOTICE

The information contained in this communication from the City of Camden is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the City of Camden at (856) 757-7475 to arrange for the return of this information.

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**From:** Emma Wood <ewood@aftermath.com>  
**Sent:** Friday, August 11, 2023 1:39 PM  
**To:** Lateefah Chandler <LaChandl@ci.camden.nj.us>  
**Subject:** Re: [External]Pictures of 1483 Greenwood Ave

Hi Lateefah,

Thank you for the photos! We built an estimate under the assumption that we will be throwing away most of the content pictured in the photos. Attached is the estimate for the homeowner if they have filed a claim with their HO insurance. If there is **no insurance** on the property or the homeowner would be paying out of pocket, please let me know. We offer financial discounts for families going through unplanned losses such as this, and could reduce the invoice up to 50%.

Let me know what you need from me next 😊

**Emma Wood** (she/her)

Senior Client Manager

[ewood@aftermath.com](mailto:ewood@aftermath.com)

Direct # (630) 780-8810

[www.aftermath.com](http://www.aftermath.com)

**Aftermath Services LLC**

*Specialists in Trauma Cleaning & Biohazard Removal*

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**From:** Lateefah Chandler <[LaChandl@ci.camden.nj.us](mailto:LaChandl@ci.camden.nj.us)>

**Sent:** Friday, August 11, 2023 6:59 AM

**To:** Emma Wood <[ewood@aftermath.com](mailto:ewood@aftermath.com)>

**Subject:** [External]Pictures of 1483 Greenwood Ave

Hello Ms. Wood

As discussed yesterday, please find pictures of the property that requires a sewage cleanup. Kindly provide a quote at your earliest convenience. We are hoping to have the family back in the property as soon as possible.

Thank you

*Lateefah Chandler*

Lateefah Chandler, QPA

Purchasing Agent

City of Camden

856-757-7475

856-541-9668 (fax)

Email: [lachandl@ci.camden.nj.us](mailto:lachandl@ci.camden.nj.us)

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# Aftermath®

Specialists in Trauma Cleaning & Biohazard Removal

Date:

Insurance:

Claim:

Customer Name:

Service Address:

## Scope of Work - Structure

THIS IS AN INITIAL ESTIMATE ONLY based on our initial review. This Estimate is subject to change upon further discovery as we conduct work. If a change is warranted we will notify you and seek pre-approval for a change order. Invoiced charges will be based upon actual work performed.

### 1 WHAT AREAS / PROPERTY REQUIRE CLEAN-UP?

Affected Area(s):

### 2 WHAT ARE YOUR SERVICE OPTIONS?

Service Option:	BioRemoval	BioSafe	BioVent	BioHome
Description:	<p><b>Removal and disposal of the visible biological materials and/or other specified foreign matter</b></p> <p>URGENT step to prevent biological fluids causing further damage</p> <p>Isolation of affected areas to prevent cross-contamination</p> <p>Localized wipe-down of directly affected areas</p> <p>May require the removal of affected structure (carpet, trim, subfloor, drywall, etc.) and/or personal property</p>	<p><b>BioRemoval PLUS:</b></p> <p>Cleaning, disinfection and deodorizing of the primary affected areas</p> <p>Requires movement of property for access to surfaces and preparation of surfaces prior to cleaning</p> <p>Contamination testing of affected areas before and after cleaning</p> <p><i>If applicable, Certificate of Treatment guaranteeing disinfection of primary affected areas.</i></p>	<p><b>BioSafe PLUS:</b></p> <p>Cleaning, disinfection and deodorizing of the primary affected areas and dismantling of VOCs within secondary affected areas</p> <p>Use of strategically placed equipment to create continuous streams of hydroxyl radicals that dismantle volatile organic compounds and eliminate odors</p> <p><i>If applicable, Certificate of Treatment guaranteeing disinfection of primary affected areas.</i></p>	<p><b>BioSafe PLUS:</b></p> <p>Cleaning, disinfection and structural deodorizing of the secondary affected areas</p> <p>Necessary to eliminate cross-contamination from primary to secondary affected areas by traffic or bacteria</p> <p>Necessary to eliminate a strong odor throughout the home</p> <p><i>If applicable, Certificate of Treatment for both primary and secondary affected areas</i></p>
Estimated Man-hours:	42.50			
Estimated Bio-Boxes:				

PLEASE INITIAL WHICH OPTION(S) YOU SELECT:




OR

OR

OR

### 3 HOW MUCH DO WE ESTIMATE EACH SERVICE OPTION WILL COST?

Net Estimated Price (excl. Sales Tax):

A detailed cost breakdown can be provided upon request. If you have homeowners' insurance coverage for this residential loss, we will bill directly to your insurance carrier, subject to your deductible and policy limits. If you do not have homeowners' insurance coverage for this residential loss, or this is a non-residential loss, we are available to discuss payment options.

### 4 WHAT IS OUR PROFESSIONAL RECOMMENDATION?

Professionally we recommend BioRemoval only. While a deep cleaning and disinfection is typically adviseable, in this case, the specific circumstances do not justify this incremental cost.

### 5 OTHER SPECIFIC SERVICE NOTES?

I have read this Initial Estimate and agree to the pricing and scope of work indicated herein, which also sets forth any verbal discussions and representations. I acknowledge that I have the authority to, and do hereby authorize Aftermath to perform the services as specified herein.




Customer Signature

Customer Name

Date



NOTICE OF IMMINENT HAZARD

CITY OF CAMDEN
520 MARKET STREET
CAMDEN, NJ 08101
(856)757-7032

Application Date:
Application ID:
Permit Number:
Date Permit Issued:
Notice Date: 8/10/2023
Violation Number: 2023-01875

IDENTIFICATION

Work Site Location: 1483 GREENWOOD AVE
Block: 1281 Lot: 36 Qual:
Owner in Fee: CASCADE INVESTMENT GROUP; %M FORD
Contractor/Agent:
Address: 700A S WHITE HORSE PIKE
SOMERDALE NJ 08083
Telephone:

To: [X] Owner [ ] Other
[ ] Contractor/Agent

Date of Inspection: 8/4/2023 Date of Notice: 8/10/2023 Compliance Due Date: 8/11/2023

ACTION

Take NOTICE that as a result of the inspections conducted by this agency on 8/4/2023 of the above property, an imminent hazard has been found to exist pursuant to N.J.S.A. 52:27D-132 and N.J.A.C. 5:23-2.32. The building or structure, or portion thereof, deemed an imminent hazard is described as follows:

HEALTH HAZARD RAW SEWAGE IN THE BASEMENT LEAKING INTO ADJOINING PROPERTY

As such, you are hereby ORDERED to immediately and forthwith vacate the above structure or portion thereof.

Further, you are ORDERED to:

- [X] Immediately correct the above noticed imminent hazards so as to render the structure temporarily safe and secure.
[ ] Demolish the above structure by .

Failure to immediately comply with this ORDER may result in the necessary correction being made by the Construction Official at the expense of the property owner pursuant to N.J.A.C. 5:23-2.32(b)5.

Failure to render the structure temporarily safe and secure and/or demolish the structure in accordance with this ORDER will result in this matter being forwarded to legal counsel for prosecution, and assessment of penalties up to \$2,000.00 per week per violation. You must immediately declare to the Construction Official, your acceptance or rejection of the terms of this ORDER.

If you wish to contest this ORDER, you must apply for a stay to a court of competent jurisdiction within 24 hours.

If you have any questions concerning this matter, please call: (856)757-7032.

By Order of: [Signature] Date: 8/10/23
CITY OF CAMDEN Construction Official

Sent by Certified Mail:



CITY OF CAMDEN  
 520 MARKET STREET  
 CAMDEN, NJ 08101  
 (856)757-7032

**APPLICATION TO CONSTRUCTION  
 BOARD OF APPEALS**

Date Issued: 8/10/2023  
 Application ID:  
 Permit Number:  
 Date Permit Issued:  
 Notice Date: 8/10/2023  
 Violation Number: 2023-01875

**IDENTIFICATION**

<b>Work Site Location:</b>	<u>1483 GREENWOOD AVE</u>	<b>Block:</b>	<u>1281</u>	<b>Lot:</b>	<u>36</u>	<b>Qual:</b>	_____
<b>Owner in Fee:</b>	<u>CASCADE INVESTMENT GROUP; %M FORD</u>	<b>Contractor/Agent:</b>	_____				
<b>Address:</b>	<u>700A S WHITE HORSE PIKE</u>	<b>Address:</b>	_____				
	<u>SOMERDALE NJ 08083</u>	<b>Telephone:</b>	_____				
<b>Telephone:</b>	_____	<b>Telephone:</b>	_____				

**APPLICANT STATEMENT**

Specific section(s) of the Regulation in question:

Briefly state your position in this matter and explain the nature of the relief you seek. (If more pages required, additional pages may be attached.)

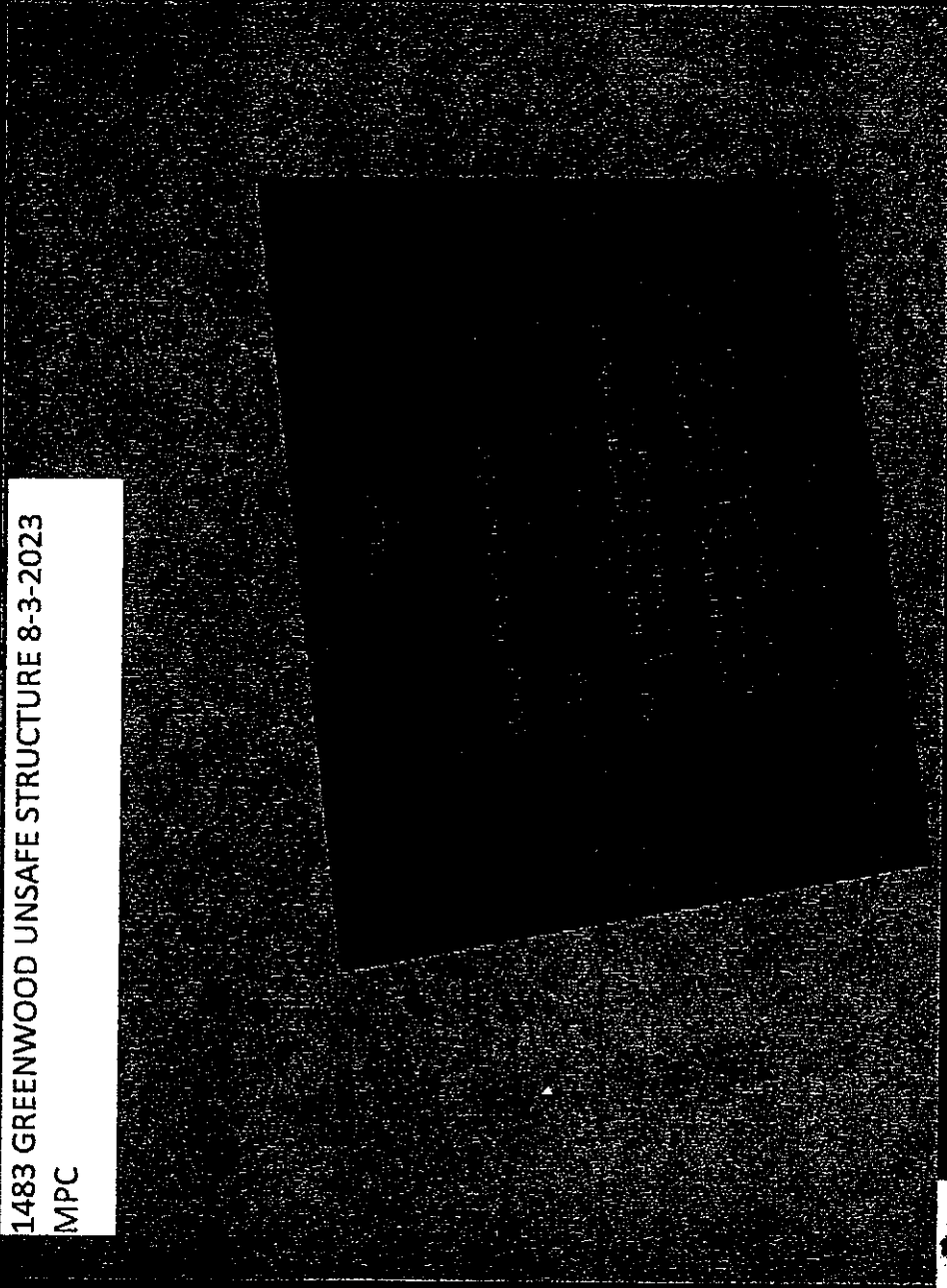
The Construction Board of Appeals has 10 business days following the submission of the appeal to make a decision pursuant to N.J.A.C. 5:23A-2.3(a)

Fees \$100.00  
 Paid [ ] Check No. \_\_\_\_\_  
 Collected By \_\_\_\_\_

Signed: \_\_\_\_\_ (Date)  
 (APPLICANT/AGENT)

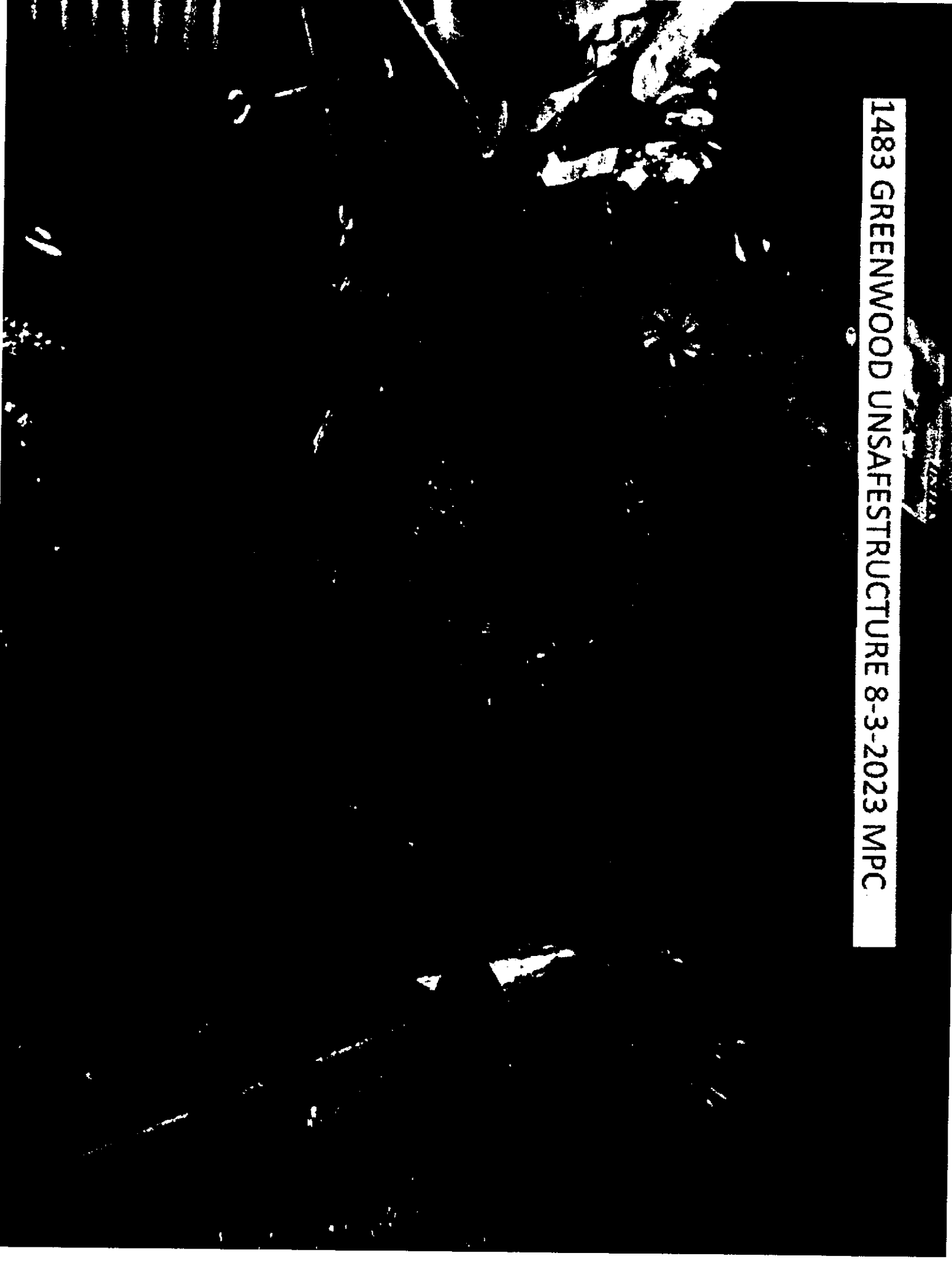
**Application will not be considered complete unless accompanied by the appeal fee.  
 Fee shall be waived when appeal is based on failure of agency to act within a specified time frame.**

1483 GREENWOOD UNSAFE STRUCTURE 8-3-2023  
MPC





1483 GREENWOOD UNSAFE STRUCTURE 8-3-2023 MPC





1483 GREENWOOD UNSAFE STRUCTURE 8-3-2023 MPC





**RESOLUTION OF SUPPORT FOR AN APPLICATION FOR A RECREATIONAL CANNABIS RETAIL LICENSE SUBMITTED BY THE G FACTORY, LLC AND REQUESTING THAT THE CANNABIS REGULATORY COMMISSION ISSUE A RECREATIONAL CANNABIS RETAIL LICENSE TO THE G FACTORY, LLC FOR 1848 WHITE HORSE PIKE, 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 3<sup>rd</sup> 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, The G Factory, LLC submitted an application for a recreational cannabis retail license for 1848 White Horse Pike, Block 1279.02, Lot 14, Camden, New Jersey, which falls within the above identified retail zones; and

**WHEREAS**, the Camden Cannabis Committee has determined to recommend to the City Council of the City of Camden that the application of The G Factory, LLC for a recreational cannabis retail 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 The G Factory, LLC for a recreational cannabis retail license for 1848 White Horse Pike, Block 1279.02, Lot 14, Camden, New Jersey, which was submitted to the Camden Cannabis Committee and which has been so reviewed and approved by the Camden Cannabis Committee.

**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 retail license submitted by The G Factory, LLC, is based on the review of the application of The G Factory, 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 The G Factory, LLC.
2. The City of Camden has authorized the type of cannabis business license being sought by the G Factory, 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, The G Factory, LLC, by the New Jersey Cannabis Regulatory Commission would not exceed that license limit.
4. The Principals of The G Factory, LLC are Girja Patel and Kalpesh Patel.
5. The proposed location of The G Factory, LLC is 1848 White Horse Pike, Block 1279.02, Lot 14, Camden, New Jersey.
6. This company and its owners have the financial wherewithal to support this cannabis business.
7. The G Factory, LLC is listed as a Minority/Women-owned Business Enterprise (MWBE) by the State of New Jersey.
8. The Principals of The G Factory, 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.
9. The application submitted by The G Factory, LLC to the Camden Cannabis Committee, for a recreational cannabis retail 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 retail license sought by the license-applicant, The G Factory, LLC and subject to compliance by The G Factory, LLC and its Principals with the New Jersey Cannabis Regulations and further contingent upon The G Factory, 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 retail license be issued to The G Factory, LLC, for a proposed location at 1848 White Horse Pike, Block 1279.02, Lot 14, 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: September 12, 2023

The above has been reviewed  
and approved as to form



DANIEL S. BLACKBURN  
City Attorney

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ANGEL FUENTES  
President, City Council

ATTEST: \_\_\_\_\_

LUIS PASTORIZA  
Municipal Clerk

R-17

**RESOLUTION OF SUPPORT FOR AN APPLICATION FOR A RECREATIONAL CANNABIS RETAIL LICENSE SUBMITTED BY CUZZIE'S, LLC AND REQUESTING THAT THE CANNABIS REGULATORY COMMISSION ISSUE A RECREATIONAL CANNABIS RETAIL LICENSE TO CUZZIE'S, LLC FOR A PROPOSED LOCATION AT 2750 MT. EPHRAIM AVENUE, 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 3<sup>rd</sup> 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, Cuzzie's, LLC has submitted an application for a recreational cannabis retail license with a proposed location of 2750 Mt. Ephraim Avenue, Camden, New Jersey, which falls within the above identified retail zones; and

**WHEREAS**, the Camden Cannabis Committee, after review of the application for a recreational cannabis retail license submitted by Cuzzie's, LLC, recommends approval of the application for a recreational cannabis retail license; and

**WHEREAS**, the Camden Cannabis Committee has now determined to recommend to the City Council of the City of Camden that the application of Cuzzie's, LLC for a recreational cannabis retail 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 Cuzzie's, LLC for a recreational cannabis retail license for the proposed location, 2750 Mt. Ephraim Avenue, Camden, New Jersey, which was submitted to the Camden Cannabis Committee and which has been so reviewed and approved by the Camden Cannabis Committee.

**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 retail license by Cuzzie's, LLC, is based on the review of the application of Cuzzie's, 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 Cuzzie's, LLC.
2. Cuzzie's, LLC has received a conditional license from the Cannabis Regulatory Commission which expires on October 4, 2023.
3. The City of Camden has authorized the type of cannabis business license being sought by Cuzzie's, LLC to operate within the City of Camden.
4. 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, Cuzzie's, LLC, by the New Jersey Cannabis Regulatory Commission would not exceed that license limit.
5. The Owners of Cuzzie's, LLC are Lemar Boone and Joshua Evans.
6. Cuzzie's LLC will also have one investor.
7. The proposed location would be leased space at 2750 Mt. Ephraim Avenue, Camden, New Jersey, which is located in an approved zone identified in 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.
8. Cuzzie's, LLC is a certified MBE and SBE.
9. This company and its principals have the financial wherewithal to support this cannabis business.
10. The Principals of Cuzzie's, 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 Cuzzie's, LLC to the Camden Cannabis Committee, for a recreational cannabis retail 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.
12. The owners of Cuzzie's, LLC have agreed to attend and complete an entrepreneurial training program on or before twelve (12) months from the date of the approval of a retail recreational cannabis license by the Cannabis Regulatory Commission.
13. The owners of Cuzzie's, LLC have agreed to join the Urban Enterprise Program which will help to ensure the long term success of Cuzzie's, LLC and its Principals.
14. The owners of Cuzzie's LLC have submitted a survey from Donovan Surveyors indicating that the proposed location is not within 200 feet of any of the identified locations in the cannabis ordinance, including but not limited to, places of worship and schools.

**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 retail license sought by the license-applicant, Cuzzie's, LLC and subject to compliance by Cuzzie's, LLC with the New Jersey Cannabis Regulations and contingent upon Cuzzie's, LLC obtaining all of the City's applicable zoning, mercantile and building permit approvals and further contingent upon the Owners of Cuzzie's, LLC meeting the requirements established by Items #10, #12 and #13 above, of this resolution of support, the City of Camden hereby recommends to the Cannabis Regulatory Commission that a recreational cannabis retail license be issued to Cuzzie's, LLC for a proposed location at 2750 Mt. Ephraim Avenue, 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 of Introduction: September 12, 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-18

DB:dh  
9-12-23

**A RESOLUTION AUTHORIZING THE PLANNING BOARD AS A CITY COUNCIL  
REFERRAL TO CONSIDER AMENDING THE GATEWAY REDEVELOPMENT PLAN  
REGARDING BLOCK 367, LOTS 1 AND 6, AND BLOCK 366, LOT 2 ON THE  
CAMDEN CITY MUNICIPAL TAX MAP**

WHEREAS, N.J.S.A. 40A:12A-1, et seq., authorizes the governing body of any municipality, by resolution to have its Planning Board conduct a determination of need study for any areas of the municipality for the purpose of developing a redevelopment plan to facilitate large scale housing and or mixed use projects; and

WHEREAS, the City Council of the City of Camden requested that the Planning Board of the City of Camden study a proposed amendment to the Redevelopment Plan (the "Amended and Restated Gateway Redevelopment Plan"); and

WHEREAS, the Amended and Restated Gateway Redevelopment Plan is intended to help facilitate the two-phased redevelopment of property located at 1300 Walnut Street. Phase 1 is identified as Block 367, Lots 1 and 6 on the City's Official Tax Maps, and Phase 2 is identified as Block 366, Lot 2 on the Camden City Municipal Tax Map (collectively, the "Property" or "Sub-Project Area"); and

WHEREAS, City Council on September 12, 2023, directs the City of Camden Planning Board to consider amendments to the Gateway Redevelopment Plan regarding Block 367, Lots 1 and 6, and Block 366, Lot 2 on the Camden City Municipal Tax Map; now, therefore

BE IT RESOVLED, by the City Council of the City of Camden that the City of Camden hereby approves amending the Gateway Redevelopment Plan regarding Block 367, Lots 1 and 6, and Block 366, Lot 2 on the Camden City Municipal Tax Map.

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

Date: September 12, 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  
09-12-23

R-19

**RESOLUTION AUTHORIZING AN AWARD OF \$315,738.47 TO COLLIERS ENGINEERING & DESIGN OF HAMILTON, NEW JERSEY IN CONNECTION WITH THE TRAFFIC SIGNAL IMPROVEMENTS (GROUP II) PROJECT**

WHEREAS, the City of Camden has a need to acquire services to provide preliminary/final engineering design services in connection with the Traffic Signal Improvements (Group II) Project in the City of Camden; and

WHEREAS, pursuant to a Request for Proposals, the lowest, responsible proposal was submitted by COLLIERS ENGINEERING & DESIGN, for an amount not to exceed THREE HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED THIRTY-EIGHT DOLLARS AND FORTY-SEVEN CENTS (\$315,738.47) for period of one (1) year; and


WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden under line item(s) "3-01-E5-661-901; 906; 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 proper officers of the City of Camden are hereby authorized to execute a contract with COLLIERS ENGINEERING & DESIGN, for an amount not to exceed THREE HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED THIRTY-EIGHT DOLLARS AND FORTY-SEVEN CENTS (\$315,738.47) to provide preliminary/final engineering design services in connection with the Traffic Signal Improvements (Group II) Project in the City of Camden, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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

Date: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Edward Williams, Director Planning & Development/Office of Capital Improvements  
**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the Award of a \$315,738.47 Professional Services contract to Colliers Engineering & Design of Hamilton, New Jersey, in connection with the Traffic Signal Improvements (Group II) project.

Point of Contact: Orion Joyner  
Capital Improvements (856) 757-7680  
OrionJ@ci.camden.nj.us

Name	Department-Division-Bureau	Phone	Email
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## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		8/25	
Supporting Department Director (if necessary)	N			
Director of Grants Management	N			
Qualified Purchasing Agent	N			
Director of Finance	Y		8/14	

Approved by:  
Business Administrator

Signature

8/29  
Date

Attachments (list and attach all available):

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

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

Received by:  
City Attorney

Signature

SEP 1 2023  
Date

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

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

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the Award of a \$315,738.47 Professional Services contract to Colliers Engineering & Design of Hamilton, New Jersey, in connection with the Traffic Signal Improvements (Group II) project.

**FACTS/BACKGROUND:**

- New or Upgraded Traffic Signal System needed at Intersections, Phase 2 in City of Camden
- Proposals were received & reviewed, recommendation of award to Colliers Engineering & Design of Hamilton, New Jersey
- Professional Services to include: Preliminary Engineering Plans & Specs, Final Design & Bid Package, Preparation of Preliminary Right-of-Way, and other related engineering and design services

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$315,738.47 (contract award)

**IMPACT STATEMENT:**

- New or Upgraded Traffic Signals are needed at various City Intersections
- City Council approval of this legislation will bring intersections into ADA compliance
- If not approved by Council corrective and preventative action to City Traffic Signal System will not be properly addressed

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Orion Joyner, City Engineer
  - Attendance: (Y/N/Tentative). Confirmed?
- Edward Williams, Director Planning & Development
  - Attendance: (Y/N/Tentative). Confirmed?

**COORDINATION:**

- Ultimately, City of Camden residents will be impacted by approval of this Council request.

**Prepared by:** Tytanya Ray (856) 757-7680 tyray@ci.camden.nj.us

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Name

Phone/Email

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

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

Municipality	City of Camden
--------------	----------------

Professional Service or EUS Type	Professional Services
Name of Vendor	Colliers Engineering & Design
Purpose or Need for service:	Preliminary/Final Engineering Design Services in connection with the Traffic Signal Improvements (Group II) project.
Contract Award Amount	\$315,738.47
Term of Contract	
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	RFP
Were other proposals received? If so, please attach the names and amounts for each proposal received?	No

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

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

\_\_\_\_\_  
Mayor's Signature\*


\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Administrator/Manager Signature

\_\_\_\_\_  
Date

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

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

  
\_\_\_\_\_  
Chief Financial Officer Signature

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

\_\_\_\_\_  
Certifying Officer

Date \_\_\_\_\_

***For LGS use only:***

Approved                       Denied

\_\_\_\_\_  
Date \_\_\_\_\_

Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_


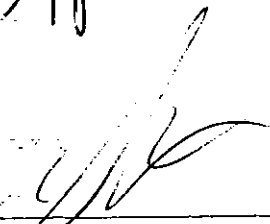
**CAMDEN CITY**  
 520 MARKET STREET  
 P O BOX 95120  
 CAMDEN, NJ 08101-5120  
 TEL (856)757-7000

REQUISITION	
NO.	23-01901

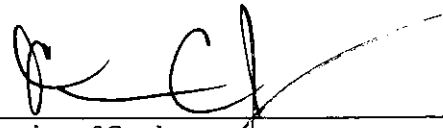
S H I P T O	PLANNING & DEVELOPMENT DIVISION OF CAPITAL IMPROVEMTS 520 MARKET ST. 3RD FL RM 325 CAMDEN, NEW JERSEY 08101
V E N D O R	VENDOR #: UNK01 UNKNOWN VENDOR , NJ

ORDER DATE: 05/31/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH THE TRAFFIC SIGNAL IMPROVEMENTS (GROUP II) PROJECT. FEDERAL PROJECT NO: STBGP-PHILA-0005(732)  COLLIERS ENGINEERING & DESIGN 1000 WATERVIEW DRIVE SUITE 201 HAMILTON, NEW JERSEY 08691  RFP #23-10	3-01-E5-661-908	157,738.4700	157,738.47
1.00		3-01-E5-661-901	100,000.0000	100,000.00
1.00		3-01-E5-661-906	58,000.0000	58,000.00
			TOTAL	315,738.47

Approved:   
  
 Department Head \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

  
 Receiver of Goods \_\_\_\_\_ Date 8/10/23

**THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU**








**CITY OF CAMDEN**  
**Department of Planning and Development**  
**Division of Capital Improvements and Project Management**

**MEMORANDUM**

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**DATE:** August 7, 2023  
**TO:** Lateefah Chandler, Purchasing Agent  
**FROM:** Orion C. Joyner, PE, City Engineer   
**RE:** Preliminary/Final Design Services -  
Traffic Signal Improvements (Group 2)

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Five (5) proposals were received for the above-referenced contract. The City has reviewed all the proposals received and recommends the award of the above contract to Colliers Engineering & Design, 1000 Waterview Drive, Suite 201, Hamilton, New Jersey 08691, in an amount not to exceed \$315,738.47.

This award is contingent upon the approval of City Attorney and Purchasing Agent and subject to the availability of funding. We believe the amount of the award is reasonable, and compares with similar projects performed in the region.

Should you have any questions, please feel free to contact me.

C: Timothy J. Cunningham, Business Administrator  
Dr. Edward Williams, Director of Planning & Development  
Keith Walker, Director of Public Works  
Johanna Conyer, Director of Finance  
Tytanya Ray, Contract Administrator

# City Of Camden



## New Jersey Request for Proposals

**RFP #23-10**  
**PRELIMINARY/ FINAL ENGINEERING DESIGN SERVICES**  
**FOR NEW OR UPGRADED TRAFFIC SIGNAL SYSTEM AT INTERSECTIONS,**  
**PHASE 2**  
Federal Project No: STBGP-PHILA-D00S (732)  
NJDOT Job No: 5808417  
City of Camden, Camden County New Jersey

### PRE PROPOSAL MEETING:

### DATE AND TIME FOR RECEIPT OF PROPOSALS:

**THURSDAY, JUNE 29, 2023 @ 11:00 AM**  
**PROPOSALS WILL NOT BE ACCEPTED AFTER THE TIME SPECIFIED**

#### REMOTE VIEWING INFORMATION

Link: <https://zoom.us/j/96414601674?pwd=SHOOL1BXTEZsN1dYZWRqRzVpTXBxOT09>  
Meeting ID: 964 1460 1674  
Passcode: 505621  
Phone Number: 1(646) 876-9923

### LOCATION:

**CITY COUNCIL CHAMBERS**  
**SECOND FLOOR, CITY HALL**  
**520 MARKET STREET**  
**CAMDEN, NEW JERSEY 08101-5120**  
**856-757-7159 PHONE**  
**856-541-9668 FAX**

**CITY OF CAMDEN  
ADVERTISEMENT: REQUEST FOR PROPOSALS**

The City of Camden, through the Planning & Development Department's Capital Improvement Division, intends to acquire services for the following:

**RFP #23-10  
PRELIMINARY/ FINAL ENGINEERING DESIGN SERVICES  
FOR NEW OR UPGRADED TRAFFIC SIGNAL SYSTEM AT INTERSECTIONS, PHASE 2**  
Federal Project No: STBGP-PHILA-D00S (732)  
NJDOT Job No: 5808417  
City of Camden, Camden County New Jersey

The Purchasing Agent is hereby authorized to receive electronic RFP Submissions on June 29, 2023 @ 11:00 a.m. via the City's E-Procurement Portal, Bids&Tenders. Only electronic RFPs shall be accepted.

GUIDELINES may be obtained online at <https://camden.bidsandtenders.net/Module/Tenders/en>

The DBE goal requirement for this project is 13.23% percent.

The City will open and broadcast the RFP opening at 11:00 am on June 29, 2023 in City Council Chambers, Second Floor, City Hall, Sixth and Market Streets, Camden, New Jersey. Respondents can log in to their registered account at this time for the RFP results.

The RFP opening is also viewable remotely at the following Zoom Video Communication link (or phone number), meeting ID and Password:

Link: <https://zoom.us/j/96414601674?pwd=SHQ0L1BXTEZsN1dYZWRqRzVpTXBxQT09>

Meeting ID: 964 1460 1674

Passcode: 505621

Phone Number: 1(646) 876-9923

The City encourages prospective respondents to submit their RFPs before the designated date and time of the opening via the City's Bidding System.

No Respondent may submit more than one RFP. Any RFP received after 11:00 am shall not be accepted in the Bids&Tenders system.

The submitting person/agency must be qualified and experienced to conduct the services in the Proposal. Those not providing written proof of required qualifications and experience will be disqualified.

If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

This proposal is being solicited through a fair and open process in accordance with the N.J.S.A. 19:44a-20.5 et seq.

Any questions concerning technical issues with the City's Bids & Tenders electronic bidding system contact [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

Lateefah Chandler  
Purchasing Agent  
856-757-7159  
June 5, 2023

**CITY OF CAMDEN**  
**SOLICITATION OF PROPOSALS FOR**  
**RFP #23-10**  
**PRELIMINARY/ FINAL ENGINEERING DESIGN SERVICES**  
**FOR NEW OR UPGRADED TRAFFIC SIGNAL SYSTEM AT INTERSECTIONS, PHASE 2**  
Federal Project No: STBGP-PHILA-D00S (732)  
NJDOT Job No: 5808417  
City of Camden, Camden County New Jersey

The City of Camden is seeking proposals from qualified firms for professional engineering services for the preparation of preliminary and final engineering design plans, specifications, and estimates for City of Camden NEW OR UPGRADED TRAFFIC SIGNAL SYSTEM AT INTERSECTION, PHASE 2 in the City of Camden in Camden County, New Jersey. The design should be in accordance with the Preliminary Preferred Alternative (PPA) selected under the Local Concept Development (CD) Report prepared by Taylor Wiseman & Taylor (TWT), Inc. dated February 2021 and revised May 2021.

The Statements of Qualifications and Cost Proposals will be evaluated by the City using the following criteria with a percentage of value:

1. Approach presented in the Proposal.
2. Prospective company (or firm) must have personnel with thorough experience and a record of satisfactory performance in design of traffic signal improvements projects and related work. The conditions of the project(s) of reference by the firm must be similar to the conditions prevailing in the City of Camden.
3. Experience and technical competence of the personnel proposed to be assigned to the project relative to the specific type of work included in the project.
4. Experience in municipal engineering and traffic design projects in Cities.
5. Location of the firm in the geographical area of the project provided that there are an appropriate number of qualified firms therein for consideration.
6. Cost of services.

It is the intent of the City to enter into a contractual relationship with a qualified company for the complete design of the above referenced project: The objective of this design effort is to execute the preliminary and final design including preparation of final construction drawings and specifications as a complete detailed design and specification package suitable for construction. This includes all required submittals including but not limited to design reports, permit applications, public notices/information, engineering drawings, and specifications of equipment, materials, procedures, and standards.

The City of Camden reserves the right to reject any and all submissions for failure to adhere to the requirements stated herein or to accept any submission, which, in its judgment will best serve its interest. The City may interview the companies that submit a proposal. All submitting firms grant to the City a non- executive right to use, or cause others to use, the contents of the submission of any parts thereof for any purpose. All submissions will become the sole property of the City.

**PROFESSIONAL ENGINEERING SERVICES**  
**RFP #23-10**  
**PRELIMINARY/ FINAL ENGINEERING DESIGN SERVICES**  
**FOR NEW OR UPGRADED TRAFFIC SIGNAL SYSTEM AT INTERSECTIONS, PHASE 2**  
Federal Project No: STBGP-PHILA-D00S (732)  
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City of Camden, Camden County, New Jersey

**1.0 BACKGROUND**

The City of Camden is seeking proposals from qualified firms for professional engineering services for the preparation of preliminary and final engineering design plans, specifications, and estimates for City of Camden NEW OR UPGRADED TRAFFIC SIGNAL SYSTEM AT INTERSECTION, PHASE 2 in the City of Camden in Camden County, New Jersey. The design should be in accordance with the Preliminary Preferred Alternative (PPA) selected under the Local Concept Development (CD) Report prepared by Taylor Wiseman & Taylor (TWT), Inc. dated February 2021 and revised May 2021.

The critical components of this professional engineering design service project include, but are not limited to:

1. Investigation of Soils.
2. Preparation of Preliminary Right-of-Way (ROW) Plans and Final ROW, all incidental ROW work, including property appraisal and acquisition, title searches, deed preparations/filing and related work and railroad ROW.
3. Coordination design and conduct meeting(s) with New Jersey Department of Transportation (NJDOT), City of Camden, Camden County Public Works Department, and all related government agencies and affected businesses, residents, community organizations, and stakeholders.
4. Coordination design and conduct meeting(s) with all impacted utilities, including but not limited to PSE&G Electric, PSE&G Gas, Verizon, CCMUA, Camden City Engineering, and any other utilities impacted by the project design.
5. Preparation of Preliminary Engineering Plans and Specifications.
6. Completion of Final Design and Bid Package
7. Attainment of all NJDEP permits, NJDOT reviews and approvals, Camden County Soil Conservation permit, and all permits required for the project.
8. Assistance in construction bid proceedings, analysis of bids and review of shop drawings

**2.0 PROJECT DESCRIPTION**

The project involves the complete design and preparation of specifications, plans and construction estimates for the Camden City NEW OR UPGRADED TRAFFIC SIGNAL

SYSTEM AT INTERSECTION, PHASE 2 as identified in the Local Concept Development (CD) Report prepared by Taylor Wiseman & Taylor (TWT), Inc. dated February 2021 and revised May 2021. This shall include field engineering/survey, preparation of engineering reports, permit application, design of new traffic signals and associated hardware, new ADA compliant sidewalk, curb ramps and associated structures, traffic striping, all ancillary work necessary for a complete design.

The successful proposer shall be responsible for the quality, accuracy, timely completion and coordination of all designs, engineering drawings, specifications, reports, and other services furnished as part of the project.

### **3.0 SCOPE OF SERVICES**

The awarded Respondent shall, at a minimum, provide the following Scope of Work and Deliverables. Further, it is to be understood the City will only accept a complete engineering services proposal that best meets its the needs and is in the best interest of the City. In addition to the RFP requirements herein, the Respondent shall submit a schedule of completion dates for each Task of the work with their proposal submission.

All work shall be performed in accordance applicable design standards (See Attachment D)

## **I. PRELIMINARY ENGINEERING DESIGN**

### **A. Task 1 – LOCAL CONCEPT DEVELOPMENT STUDY**

1. The Consultant will become completely familiar with the entire Concept Development (CD) Report prepared by prepared by Taylor Wiseman & Taylor (TWT), Inc. dated February 2021 and revised May 2021, to prepare the preliminary and final design.
2. The Consultant will perform a field survey to supplement and update the survey completed during the Concept Development Study based on the Preliminary Preferred Alternative (PPA).
  - a. The field survey will collect and update existing data (including sidewalks, curbs, buildings and all potential objects/structures (i.e., benches, poles, cabinet boxes, trees etc.) that could impact design including Americans with Disabilities Act (ADA compliance).
  - b. The survey should provide adequate information to design the proposed improvements and any additional improvements required to tie into adjacent existing grades. Survey shall include all available ROW evidence such as deeds and filed maps.
3. For all parcels within the project area, the Consultant will show block, lot, street address, and name of current owner information.
4. The Consultant will obtain topographic/plan metric information by field survey to locate and identify pertinent features within and immediately adjacent to the project area.
5. The Consultant will establish horizontal control based upon an arbitrary grid system and three (3) bench marks for vertical control based upon the United States Coast and Geodetic datum.

## Tytanya Ray

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**From:** Orion Joyner  
**Sent:** Wednesday, August 9, 2023 12:42 PM  
**To:** Tytanya Ray  
**Cc:** Stephanie Walker  
**Subject:** FW: PRELIMINARY/ FINAL ENGINEERING DESIGN SERVICES FOR NEW OR UPGRADED TRAFFIC SIGNAL SYSTEM AT INTERSECTIONS, PHASE 2

Please review and provide requisition as requested below.

Orion Joyner, City Engineer

**From:** Lateefah Chandler <LaChandl@ci.camden.nj.us>  
**Sent:** Tuesday, August 8, 2023 3:23 PM  
**To:** Orion Joyner <OrionJ@ci.camden.nj.us>  
**Cc:** Stephanie Walker <StWalker@ci.camden.nj.us>  
**Subject:** RE: PRELIMINARY/ FINAL ENGINEERING DESIGN SERVICES FOR NEW OR UPGRADED TRAFFIC SIGNAL SYSTEM AT INTERSECTIONS, PHASE 2

Thank you. There is a requisition in the system #23-01901 for funding to come out of your current fund budget. Can you resubmit the requisition with the necessary council request?

Thank you

*Lateefah Chandler*

Lateefah Chandler, QPA  
Purchasing Agent  
City of Camden  
856-757-7475  
856-541-9668 (fax)  
Email: [lachandl@ci.camden.nj.us](mailto:lachandl@ci.camden.nj.us)

### CONFIDENTIALITY NOTICE

The information contained in this communication from the City of Camden is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the City of Camden at (856) 757-7475 to arrange for the return of this information.

**From:** Orion Joyner <OrionJ@ci.camden.nj.us>  
**Sent:** Tuesday, August 8, 2023 10:54 AM  
**To:** Lateefah Chandler <LaChandl@ci.camden.nj.us>  
**Cc:** Stephanie Walker <StWalker@ci.camden.nj.us>  
**Subject:** PRELIMINARY/ FINAL ENGINEERING DESIGN SERVICES FOR NEW OR UPGRADED TRAFFIC SIGNAL SYSTEM AT INTERSECTIONS, PHASE 2

Five (5) proposals were received for the above-referenced contract. The City has reviewed all the proposals received and recommends the award of the above contract to Colliers Engineering & Design, 1000 Waterview Drive, Suite 201, Hamilton, New Jersey 08691, in an amount not to exceed \$315,738.47

This award is contingent upon the approval of City Attorney and Purchasing Agent and subject to the availability of funding.

Orion C. Joyner, City Engineer  
Division of Capital Improvements and Project Management  
520 Market Street, Suite 325  
Camden, New Jersey 08102  
Tel: 856.757.7680



R-20

DB:dh  
09-12-23

**RESOLUTION AUTHORIZING AN AMENDMENT #2 TO THE SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE CAMDEN REDEVELOPMENT AGENCY ("CRA") FOR THE BROWNFIELDS CLEAN-UP AND MANAGEMENT OF THE KNOX MEADOWS II SITE**

WHEREAS, the City of Camden entered into a Shared Services Agreement ("Agreement") with the Camden Redevelopment Agency ("CRA") for the oversight of a USEPA Brownfields Cleanup Grant for the Knox Meadows II site, by Resolution #R-42 (MC-18:6380) approved on June 12, 2018; and

WHEREAS, the City of Camden amended the Shared Services Agreement with CRA by Amendment #1 to extend the term of the agreement until September 20, 2023; and

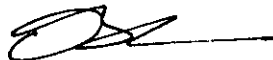
WHEREAS, it is now necessary to amend the Shared Services Agreement between the City of Camden and the CRA to allow for the use, and CRA's management of the funding and implementation of the US EPA Subgrant and any additional funding for the Project Site's assessment, investigation, and remediation and to extend the term of the Agreement until September 30, 2025; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Shared Services Agreement with the City of Camden and the CRA is hereby amended by amendment #2 to allow for the use, and CRA's management of the funding and implementation of the US EPA Subgrant and any additional funding for the Project Site's assessment, investigation, and remediation and to extend the term of the Agreement until September 30, 2025.

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

Date: September 12, 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 Amendment #2 to the Shared Services Agreement Between the City of Camden and The Camden Redevelopment Agency for the Environmental Clean Up And Management of the Knox Meadows II Site**

Point of Contact:	Olivette Simpson, CRA	Department of Development & Planning	Ext. 3540	Olsimpso@ci.camden.nj.us
Name	Department-Division-Bureau	Phone	Email	

### ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director	Y		7/29/23	
Supporting Department Director (if necessary)				
Director of Grants Management	Y		8/14/23	
Qualified Purchasing Agent				
Director of Finance			8/16	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

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

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

Received by:  
City Attorney

Signature

SEP 1 2023  
Date

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

## EXECUTIVE SUMMARY

### TITLE OF ORDINANCE/RESOLUTION

**Resolution Authorizing Amendment #2 to the Shared Services Agreement Between the City of Camden and The Camden Redevelopment Agency for the Environmental Clean Up And Management of the Knox Meadows II Site**

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

- The Knox Meadows II Site, owned by the City of Camden, is designated as Block 746, Lots 26 & 46 and a Portion of Lots 17, 18, & 25 of the City of Camden Tax Map and located on Byron Street at N.5th Street in North Camden (the Project Site).
- The Project Site is in part the former Knox Gelatin Facility and located directly south of the planned North Camden Waterfront Park (Sadler's Park). The Project Site is about 5.8 acres, vacant with exposed building foundations. It is currently an active case with the NJ DEP and US EPA.
- CRA, as part of its redevelopment responsibilities, manages the City's Brownfield Program, including the brownfield planning activities, applying for and managing grants for brownfield investigation and remediation, and contracting for associated professional services and remediation activities.
- The City entered into a Shared Services Agreement ("Agreement") with the CRA for the oversight of a \$200,000 US EPA Brownfields "Site Specific" Cleanup Grant for the Project Site authorized by Resolution #R-42 (MC-18:6380) adopted on June 12, 2018.
- By Resolution #R-5 (MC-20:7619), the Agreement was amended to extend the term of the Agreement to September 20, 2023 (Amendment #1).
- An engineer's estimate for remedial actions required is \$1,536,612.00. The CRA was awarded NJ DEP Hazardous Discharge Site Remediation Program (HDSRF) Program Funds for additional assessment and investigation (\$103,825.00) and a grant for site remediation (\$1,136,612.00).
- The CRA has awarded the City a \$200,000 US EPA Brownfields Revolving Loan Fund Sub grant to fund a portion of the environmental clean-up activities. The Sub grant together with the US EPA Site Specific Grant will serve to meet the 25% match-funding requirement for use of the HSDRF Remediation grant funds.
- An Amendment #2 to the Agreement is necessary (1) to allow for the use, and CRA's management of the funding and implementation of the US EPA Sub grant and any additional funding for the Project Site's assessment, investigation, and remediation and (2) to extend the term of the Agreement until September 30, 2025 or until the remediation is completed.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$200,000.00**

**\*\*NJ DEP HDSRF Funds awarded to CRA for the Project Site: \$103,825.00 for additional assessment/investigation and \$1,136,612.00 for Remediation**

### IMPACT STATEMENT:

- The Project Site is located directly south of the planned North Camden Waterfront Park (Sadler's Park) and its remediation and redevelopment will meet in part the City's demand for new residential housing. The site is zoned for residential use and the use identified in the North Camden Neighborhood Plan. 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](mailto:olsimpso@ci.camden.nj.us)

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Name

Phone/Email

**Bureau of Grants Management Grant Summary Form**

**Grant Status Code: G**  
(green - g; yellow - y; red - r)

Department: Administration/Development and Planning

Grant Administrator: Candice Jefferson Grant Administrator #: 968-3542

Grant/Project Name:			Knox Meadows Phase II			
Grant #:			#96267217			
City Contract Date:			City Contract #:			
Application Resolution #:			Appropriation Code :		G-18-647-999	
Funding Source:			US Department of Environmental Protection Agency			
Pass Through:	Y	N	Source:			
Amount of Grant:			\$200,000			
Local Match:	Y	N	Cash:	State match/CRA \$40,000	In-Kind:	
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:			
Term of Grant:			Location of Activity:			
Date of Analysis:		7-Mar-18	Reviewed By:		Kelly Mobley	

**Summary:**

15-Aug-23: The Department of Development and Planning is seeking council authorization to amend the shared service agreement between the City of Camden and the Camden Redevelopment Agency for oversight of the USEPA Knox Meadows Phase II Project. CRA will be responsible for grant administration, public procurement and fiscal management. The amendment includes an extension through September 20, 2025 or until such time as the remediation is complete in addition to the management of additional funds for clean up which include: \$200,000 US EPA Revolving Loan Fund and HDSRF BDA Grant in the amount of \$1,136,612.00.

6-2-23: The Department of Planning and Development on behalf of the Redevelopment agency is processing purchase order #18-02769 in the amount of \$1,452.50 for work associated with the Brownfield Cleanup Knox Gelatin/Meadows II Site. Specifically, invoice #6256 and 6428 from BRS. Approval has already been granted for the reimbursement and this writer will also be processing the drawdown on this account in this amount.

3-31-23: The Department of Planning and Development on behalf of the Redevelopment agency is processing purchase order #18-02769 in the amount of \$4,685.00 for work associated with the Brownfield Cleanup Knox Gelatin/Meadows II Site. Specifically, invoice #6323, and 6374 from BRS. Approval has already been granted for the reimbursement and this writer will also be processing the drawdown on this account in this amount.

14-Feb-23: The Department of Planning and Development on behalf of the Redevelopment agency is processing purchase order #18-02769 in the amount of \$4,850.00 for work associated with the Brownfield Cleanup Knox Gelatin/Meadows II Site. Specifically, invoice #5894, 5996, 5882, 5941, 5989, 6024, and 6206 from BRS. Also, there is a payment to NJDEP – invoice #221741370 Approval has already been granted for the reimbursement and this writer will also be processing the drawdown on this account in this amount.

6-Apr-22: The Department of Planning and Development on behalf of the Redevelopment agency is processing purchase order #18-02769 in the amount of \$5,561.90 for work associated with the Brownfield Cleanup Knox Gelatin/Meadows II Site. Specifically, invoice #5673, 5715, 5770,

**Bureau of Grants Management Grant Summary Form****Grant Status Code: G**

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5834, 5745 and 5778 from BRS. Approval has already been granted for the reimbursement and this writer will also be processing the drawdown on this account in this amount.

6-Apr-22: The Department of Planning and Development on behalf of the Redevelopment agency is processing purchase order #18-02769 in the amount of \$2,566.50 for work associated with the Brownfield Cleanup Knox Gelatin/Meadows II Site. Specifically, invoice #5612 from BRS in the amount of \$1,566.50 and invoice #140518 from Sovereign Consulting Inc in the amount of \$1,000. Approval has already been granted for the reimbursement and will also be processing the drawdown on this account in this amount.

19-Jan-22: The Department of Planning and Development on behalf of the Redevelopment agency is processing purchase order #18-02769 in the amount of \$6,617.75 for work associated with the Brownfield Cleanup Knox Gelatin/Meadows II Site. Specifically, Invoices 5420 - \$2,080.25; #5464 - \$1,237.50; #5508 - \$1,085; #5570 - \$2,215 for Brownfield Development Solutions, Inc Approval has already been granted for the reimbursement and will also be processing the drawdown on this account in this amount.

20-Sep-21: The Department of Planning and Development on behalf of the Redevelopment agency is processing purchase order #18-02769 in the amount of \$748.75 for work associated with the Brownfield Cleanup Knox Gelatin/Meadows II Site. Specifically, Invoice #5365 **\$748.75** for Brownfield Development Solutions, Inc Approval has already been granted for the reimbursement and will also be processing the drawdown on this account in this amount.

24-Jun-21: The Department of Planning and Development on behalf of the Redevelopment agency is processing purchase order #18-02769 in the amount of \$4,212.50 for work associated with the Brownfield Cleanup Knox Gelatin/Meadows II Site. Specifically, Invoice #5204 \$2,070.00 and #5262 \$2,142.50 (Brownfield Development Solutions, Inc) Approval has already been granted for the reimbursement and will also be processing the drawdown on this account in this amount.

22-Apr-21: The Department of Planning and Development on behalf of the Redevelopment agency is processing purchase order #18-02769 in the amount of \$20,890.00 for work associated with the Brownfield Cleanup Knox Gelatin/Meadows II Site. Specifically, Invoice #5129 - \$717.50; Invoice #5161 - \$1,522.50 for Brownfield Development Solutions, Inc and Invoice #132030 - \$17,400.00 and 135287 - \$1,250.00 for Sovereign Consulting Inc.) Approval has already been granted for the reimbursement. As a result, our office will be processing the drawdown on this account in this amount.

9-Apr-21: The Department of Planning and Development on behalf of the Redevelopment agency is processing purchase order #18-02769 in the amount of \$1,733.50 for work associated with the Brownfield Cleanup Knox Gelatin/Meadows II Site. Specifically, Invoice #5028 \$551.00 and #5104 \$1,182.50 (Brownfield Development Solutions, Inc) Approval has already been granted for the reimbursement and will also be processing the drawdown on this account in this amount.

30-Dec-20: The Department of Planning and Development on behalf of the Redevelopment agency is processing purchase order #18-02769 in the amount of \$1,646.50 for work associated with the Brownfield Cleanup Knox Gelatin/Meadows II Site. Specifically, Invoice #4987 (Brownfield Development Solutions, Inc) and Invoice #133979 (Sovereign Consulting, Inc) Approval has already been granted for the reimbursement and will also be processing the drawdown on this account in this amount.

28-Aug-20: The Department of Planning and Development is processing the eighth payment against PO #18-02769 with the Camden Redevelopment Agency in the amount of \$21,592.25 for professional fees associated with the Knox Project EPA Brownfields Cleanup Grant BF 96267217. (Draw #8 - BRS Invoice 4794 - \$2,516.50; Invoice #4818- 1,241.25; Invoice #4851 - \$4,800.50 and the final project management fee of \$6,250.00 for CRA Total Invoice: \$21,592.25

7-Aug-2020: The Department of Planning and Development is seeking council authorization to extend the shared service agreement between the City of Camden and the Camden Redevelopment Agency for the purpose of providing a not cost extension to allow additional time to complete the project which has been extended by the funder to September 20, 2023.

28-May-20: The Department of Planning and Development is processing the seventh payment against PO #18-02769 with the Camden Redevelopment Agency in the amount of \$1,515.95 for professional fees associated with the Knox Project EPA Brownfields Cleanup Grant BF 96267217.

Initial Report \_\_\_\_ Revised Report x Closing Report \_\_\_\_

## Bureau of Grants Management Grant Summary Form

Grant Status Code: G

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(Draw #7 - BRS Invoice 4692 - \$1,511.25 and Revised Draw #6 - BRS Invoice 4651 - \$4.70 Total Invoice: \$1,515.95

16-Apr-20: The Department of Planning and Development is processing the sixth payment against PO #18-02769 with the Camden Redevelopment Agency in the amount of \$3,725.30 for professional fees associated with the Knox Project EPA Brownfields Cleanup Grant BF 96267217. (Draw #6 - BRS Invoice 4651 - \$533.75, 4606 - \$1,816.25 and Sovereign Consulting Invoice #120312 - \$1375.00) Total Invoice: \$3725.30

4-Feb-20: : The Department of Planning and Development is processing the fifth payment against PO #18-02769 with the Camden Redevelopment Agency in the amount of \$23,523.75 for professional fees associated with the Knox Project EPA Brownfields Cleanup Grant BF 96267217. (Draw #5 - project management fee #3; Invoice #102, BRS Invoice 4535, 455 and Sovereign Consulting Invoice #128871)

18-Dec-19: The Department of Planning and Development is processing the fourth payment against PO #18-02769 with the Camden Redevelopment Agency in the amount of \$4,876.95 for professional fees associated with the Knox Project EPA Brownfields Cleanup Grant BF 96267217. (Draw #4 (project management fee; Invoice #4335, 4390, 4450, 4481 and 4493 from BRS for engineering services)

26-Aug-19: : The Department of Planning and Development is processing the third payment against PO #18-02769 with the Camden Redevelopment Agency in the amount of \$10,488.75 for professional fees associated with the Knox Project EPA Brownfields Cleanup Grant BF 96267217. (Invoice #101 (project management fee; Invoice #4259 and 4296 from BRS for engineering services)

Also processing disbursement in the amount of \$10,488.75 for reimbursement to the City of Camden.

11-Jul-19: The Department of Development and Planning is processing the second payment against PO #18-02769 with the Camden Redevelopment Agency in the amount of \$1,648.75 (Invoice #4164 and Invoice #4193) for professional fees associated with the Knox Project EPA Brownfields Cleanup Grant BF 96267217.

11-May-18: The Department of Development and Planning is seeking council authorization to authorize a shared service agreement between the City of Camden and the Camden Redevelopment Agency for oversight of the USEPA Knox Meadows Phase II Project. CRA will be responsible for grant administration, public procurement and fiscal management. The amount should not exceed \$200,000.

7-Mar-18: The Department of Development and Planning is seeking council authorization to accept and insert a \$200,000 grant award from the US Department of Environmental Protection Agency for the purpose of performing environmental remediation at the Knox Meadow II Brownfield site.

This grant includes a \$40,000 state match for a total project cost of \$240,000. \$235,520 has been budgeted for construction and \$4,480 will be utilized for other cost.

It is this writers understanding that the matching source will be secured by the Camden Redevelopment Agency.

**Grant summary/KnoxGelatinSite**

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

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

Municipality	<b>CITY OF CAMDEN</b>
Professional Service or EUS Type	<b>Shared Services Agreement</b>
Name of Vendor	<b>CAMDEN REDEVELOPMENT AGENCY ("CRA")</b>
Purpose or Need for service:	Resolution Amending a Shared Services Agreement with the City of Camden for the Management of Funding and Environmental Services for the Knox Meadows Phase II Site Designated as Block 746, Lots 26 and 46 and a Portion of Lots 17, 18, and 25 of the City of Camden Tax Map to Extend the Term and Include an Additional Grant and Services
Contract Award Amount	<b>Zero</b>
Term of Contract	<b>2 years</b>
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

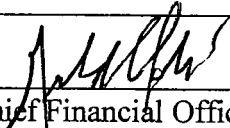
Date \_\_\_\_\_



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

Scope of Services for Amendment #2 of the Shared Services Agreement between the City of  
Camden and the City of Camden Redevelopment Agency for the Management of Funding  
And Environmental Services for Knox Meadows II Site

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.

SUMMARY:

- The Knox Meadows II Site, owned by the City of Camden, is designated as Block 746, Lots 26 & 46 and a Portion of Lots 17, 18, & 25 of the City of Camden Tax Map and located on Byron Street at N.5th Street in North Camden (the Project Site).
- The Project Site is in part the former Knox Gelatin Facility and located directly south of the planned North Camden Waterfront Park (Sadler's Park). The Project Site is about 5.8 acres, vacant with exposed building foundations. It is currently an active case with the NJ DEP and US EPA.
- The City entered into a Shared Services Agreement ("Agreement") with the CRA for the oversight of a \$200,000 US EPA Brownfields "Site Specific" Cleanup Grant for the Project Site authorized by Resolution #R-42 (MC-18:6380) adopted on June 12, 2018.
- By Resolution #R-5 (MC-20:7619), the Agreement was amended to extend the term of the Agreement to September 20, 2023 (Amendment #1).
- An engineer's estimate for remedial actions required is \$1,536,612.00. The CRA was awarded NJ DEP Hazardous Discharge Site Remediation Program (HSDRF) Program Funds for additional assessment and investigation (\$103,825.00) and a grant for site remediation (\$1,136,612.00).
- The CRA by Resolution # 07-12-23A has awarded the City a \$200,000 US EPA Brownfields Revolving Loan Fund Sub grant to fund a portion of the environmental clean-up activities. The Sub grant together with the US EPA Site Specific Grant will serve to meet the 25% match-funding requirement for use of the HSDRF Remediation grant funds.
- An Amendment #2 to the Agreement is necessary (1) to allow for the use, and CRA's management of the funding and implementation of the US EPA Sub grant and any additional funding for the Project Site's assessment, investigation, and remediation and (2) to extend the term of the Agreement until September 30, 2025 or until the remediation is completed.

**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, investigation, and remediation activities;
- Serve as a liaison with regulatory and funding agencies;
- Procure professional services, consultants, and contractors;
- Conduct community engagement;
- And, other activities necessary to facilitate the environmental assessment, investigation, and 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:**

<b>PROJECT SOURCES</b>		<b>PROJECT USES</b>	
US EPA RLF Subgrant	\$ 200,000	Pre-Construction Expenditures (as of 1/2021)	\$ 56,262
HDSRF BDA Grant	\$ 1,136,612	Pre-Construction LSRP Contract	\$ 46,160
US EPA Cleanup Grant	\$ 200,000	Construction	\$ 1,022,722
		Construction Professional Services	\$ 240,180
		Contingency	\$ 171,288
	<u>\$ 1,536,612</u>		<u>\$ 1,536,612</u>

**RESOLUTION MC-18: 6380**

*On Motion Of: Angel Fuentes*  
**APPROVED: June 12<sup>th</sup>, 2018**

R-42

MBS:dh  
06-12-18

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE CAMDEN REDEVELOPMENT AGENCY ("CRA") FOR THE OVERSIGHT OF A US ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS CLEANUP GRANT FOR THE KNOX/MEADOWS II SITE**

WHEREAS, N.J.S.A. 40A:65-1 authorizes local units of government to enter into agreements for shared services; and

WHEREAS, the City of Camden, desires to enter into a Shared Services Agreement with the Camden Redevelopment Agency ("CRA"), for the oversight of a US Environmental Protection Agency (EPA) Brownfields Cleanup Grant in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for the Knox/Meadows II Site; and

WHEREAS, the CRA will manage the grant, which includes public procurement of professionals and contractors, fiscal management and grant reporting; and

WHEREAS, City Council has determined that it is in the best interest of the City of Camden that the City enter into said Shared Services Agreement with Camden Redevelopment Agency in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00); and

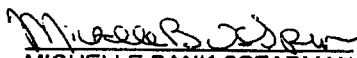
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "G-18-647-999", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore


BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers of the City of Camden are hereby authorized to execute a Shared Services Agreement with Camden Redevelopment Agency, for an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00), for the provision of the Knox/Meadows II Site for a one year period, 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 of Introduction: June 12, 2018

The above has been reviewed  
and approved as to form.

  
MICHELLE BANK-SPEARMAN  
City Attorney

  
CURTIS JENKINS  
President, City Council

ATTEST:

  
LUIS PASTORIZA  
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, AS TREASURER, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

CAMDEN REDEVELOPMENT AGENCY

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

TEMPORARY BUDGET APPROPRIATION:

AMOUNT:

ADOPTED BUDGET APPROPRIATION:

AMOUNT:

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT: G-18-647-999

AMOUNT: \$200,000.00

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS TREASURER, THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE:

\$200,000.00

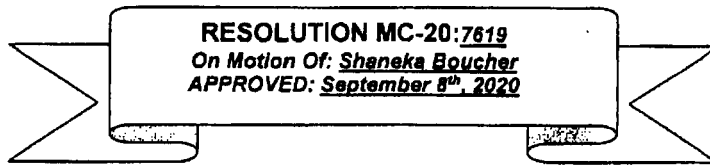
Description of the Goods or Services to be procured:

Shared Services Agreement between the City of Camden and the Camden Redevelopment Agency for the oversight of a US Environmental Protection Agency (EPA) Brownfields Cleanup Grant for the Knox/Meadows II site.

  
Mooren P. Chang  
TREASURER

DATE: May 14, 2018

MBS:dh  
09-08-20



R-5

**RESOLUTION AUTHORIZING AN AMENDMENT #1 TO THE SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE CAMDEN REDEVELOPMENT AGENCY ("CRA") FOR THE BROWNFIELDS CLEAN-UP SITE KNOX MEADOWS II**

WHEREAS, the City of Camden entered into a Shared Services Agreement ("Agreement") with the Camden Redevelopment Agency ("CRA") for the oversight of a USEPA Brownfields Cleanup Grant for the Knox Meadows II site, by Resolution #R-42 (MC-18:6380) approved on June 12, 2018; and

WHEREAS, the City of Camden wishes to extend the Shared Services Agreement with CRA for the brownfields clean-up of Knox Meadows II until September 20, 2023; and

WHEREAS, it is now necessary to amend said Shared Services Agreement between the City of Camden and the CRA to extend the term of the Agreement until September 20, 2023; now, therefore


BE IT RESOLVED, by the City Council of the City of Camden that the Shared Services Agreement between the City of Camden and the CRA is hereby amended by amendment #1 to extend the term of the Agreement until September 20, 2023.


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

Date of Introduction: September 8, 2020

The above has been reviewed and approved as to form.

  
MICHELLE BANK-SPEARMAN  
City Attorney

  
CURTIS JENKINS  
President, City Council

ATTEST:   
LUIS PASTORIZA  
Municipal Clerk

07-12-23A

**Resolution Amending Resolution 06-10-20C that Authorized a Shared Services Agreement with the City of Camden for the Management of Funding and Environmental Services for the Knox Meadows Phase II Site Designated as Block 746, Lots 26 and 46 and a Portion of Lots 17, 18, and 25 of the City of Camden Tax Map to Extend the Term and Include an Additional Grant and Services**

**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 CRA's redevelopment duties, CRA manages the City of Camden Brownfield Program including the brownfield planning activities, applying for and managing grants for brownfield investigation and remediation, and contracting for associated professional services and remediation activities; and

**WHEREAS**, the Brownfield Program places priority on the investigation, remediation, and redevelopment of contaminated sites located in the North Camden Brownfield Development Area (BDA); and

**WHEREAS**, a portion of the Knox Gelatin Site Known as the Meadows at Pyne Point Phase II designated as Block 746, Lots 26 and 46 and a Portion of Lots 17, 18, and 25 of the City of Camden Tax Map ("Site"), is a City-owned parcel located in the North Camden BDA; and

**WHEREAS**, the Site is currently an active case with the New Jersey Department of Environmental Protection (NJDEP) Site Remediation Program (SRP); and

**WHEREAS**, prior to the residential redevelopment of the site, the environmental contamination at the site must be remediated in accordance with NJDEP SRP requirements; and

**WHEREAS**, City of Camden was awarded a \$200,000.00 Cleanup Grant from the United States Environmental Protection Agency (EPA) as part of Cooperative Agreement BF96267217 in 2017; and

**WHEREAS**, CRA entered into a Shared Services Agreement to manage and to implement the EPA Cleanup Grant for the Site on behalf of the City as authorized by CRA Resolutions 12-14-16E and 06-10-20C; and

**WHEREAS**, under a companion resolution, CRA will seek authorization of a \$200,000.00 EPA Brownfields Revolving Loan Fund (RLF) Sub-grant to the City of Camden to fund a portion of the environmental cleanup activities; and

**WHEREAS**, it is necessary to amend the Shared Services Agreement to allow for the use, and CRA's management of the funding and implementation of the EPA Sub-grant and other funding for the Site's brownfield planning, assessment, remediation, and redevelopment, and

**WHEREAS**, the term of the Shared Services Agreement will expire on September 30, 2023, the CRA and the City desire to extend the term for a period of two additional years.

07-12-23A (cont'd)

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the City of Camden Redevelopment Agency that the Interim Executive Director is hereby authorized to negotiate and enter into a second amendment to Shared Services Agreement between the City of Camden Redevelopment Agency (CRA) and the City of Camden to (1) allow for the use, and CRA's management of the funding and implementation of the EPA Sub-grant and other funding for the Site's brownfield planning, assessment, remediation, and redevelopment and (2) to extend the term of the shared services agreement until September 30, 2025 ; and

**BE IT FURTHER RESOLVED** that the Interim Executive Director is hereby authorized and directed to take all actions and execute all documents necessary to carry out the purposes of this resolution.



07-12-23A (cont'd)

ON MOTION OF: Tasha Gainey-Humphrey


SECONDED BY: Derek Davis

COMMISSIONER	AYES	NAYS	ABSTENTIONS
Christopher Collins			X
Derek Davis	X		
Gilbert Harden, Sr.			
Tasha Gainey-Humphrey	X		
Ian K. Leonard	X		
Jose Javier Ramos	X		
Maria Sharma			

*Ian K. Leonard*

\_\_\_\_\_  
Ian K. Leonard  
Chairperson

ATTEST:

  
\_\_\_\_\_  
Olivette Simpson  
Interim Executive Director

The above has been reviewed and approved as to form.

*Mark P. Asselta*

\_\_\_\_\_  
Mark P. Asselta, Esq.  
Board Counsel


Resolution No.:07-12-23A  
ATTACHMENT D

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.

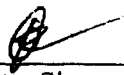
Agency Name	Camden Redevelopment Agency
Professional Service or EUS Type	Shared Services Agreement
Name of Vendor	City of Camden
Purpose or Need for service:	Resolution Amending Resolution 06-10-20C that Authorized a Shared Services Agreement with the City of Camden for the Management of Funding and Environmental Services for the Knox Meadows Phase II Site Designated as Block 746, Lots 26 and 46 and a Portion of Lots 17, 18, and 25 of the City of Camden Tax Map to Extend the Term and Include an Additional Grant and Services
Contract Award Amount	\$200,000.00
Term of Contract	To extend agreement to September 30, 2025
Temporary or Seasonal	Temporary
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Yes
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc)	Shared Services Agreement between City of Camden and Camden Redevelopment Agency.
Were other proposals received? If so, please attach the names and amounts for each proposal received?	No

Please attach any evaluation memoranda or evaluation forms used to evaluate the vendors. If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

  
\_\_\_\_\_  
Olivette Simpson  
Interim Executive Director Signature

Date July 18, 2023

The Interim Executive Director affirms that there is adequate funding available for this personnel action. Knox Meadows II USEPA Brownfields Cleanup Grant BF 96267217-0 is the Funding Source for this action

  
\_\_\_\_\_  
Olivette Simpson  
Interim Executive Director Signature

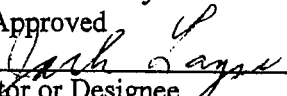
Date July 18, 2023

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  
\_\_\_\_\_  
Certifying Officer

Date \_\_\_\_\_

**For LGS use only:**

Approved   Denied  
\_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Date 7/18/23

Number Assigned CRA 2023-28

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>	<b>GRANT NUMBER (FAIN):</b> 96286914	<b>DATE OF AWARD</b> 09/29/2020
		<b>MODIFICATION NUMBER:</b> 3	<b>MAILING DATE</b> 10/06/2020
		<b>PROGRAM CODE:</b> BF	<b>ACH#</b> 20384
		<b>TYPE OF ACTION</b> Augmentation: Increase	
<b>RECIPIENT TYPE:</b> Municipal		<b>Send Payment Request to:</b> RTP Finance Center	
<b>RECIPIENT:</b> Camden Redevelopment Agency 520 Market Street, City Hall-Suite 1300 Camden, NJ 08101 EIN: 22-2831144		<b>PAYEE:</b> Camden Redevelopment Agency 520 Market Street, City Hall Suite 1300 Camden, NJ 08101	
<b>PROJECT MANAGER</b> Olivette Simpson 520 Market Street, City Hall-Suite 1300 Camden, NJ 08101 E-Mail: olsimpson@ci.camden.nj.us Phone: 856-757-7600		<b>EPA PROJECT OFFICER</b> Terry Wesley 290 Broadway, LCRD/LRPB New York, NY 10007-1866 E-Mail: Wesley.Terry@epa.gov Phone: 212-637-5027	<b>EPA GRANT SPECIALIST</b> Kelsey Steele Grants and Audit Management Branch, MSD/GAMB E-Mail: steele.kelsey@epa.gov Phone: 212-637-3457
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b> Camden Redevelopment Agency Brownfields Revolving Loan Fund Camden Redevelopment Agency's application dated August 12, 2020, requesting \$375,000 has been approved. The federal share of the agreement is increased by \$375,00 from \$1,449,999 to \$1,824,999. In addition, the recipient contribution is increased by \$75,000 from \$290,000 to \$365,000. Please note that this amendment adds an updated set of General Terms and Conditions and Grant-Specific Programmatic Conditions to the agreement. These conditions apply to the new funds and unobligated balances as of the date of this amendment. All other Administrative and Programmatic Conditions remain in effect.			
<b>BUDGET PERIOD</b> 10/01/2013 - 09/30/2023	<b>PROJECT PERIOD</b> 10/01/2013 - 09/30/2023	<b>TOTAL BUDGET PERIOD COST</b> \$2,189,999.00	<b>TOTAL PROJECT PERIOD COST</b> \$2,189,999.00
<b>NOTICE OF AWARD</b>			
<p>Based on your Application dated 08/11/2020 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$375,000. EPA agrees to cost-share 83.33% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,824,999. 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.</p>			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 2 Land, Chemicals and Redevelopment Division 290 Broadway New York, NY 10007-1866	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
Digital signature applied by EPA Award Official Donald Pace - Director			<b>DATE</b> 09/29/2020

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 1,449,999	\$ 375,000	\$ 1,824,999
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 290,000	\$ 75,000	\$ 365,000
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 1,739,999	\$ 450,000	\$ 2,189,999

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose Assessment Revolving Loan Fund and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(3) Consolidated Appropriations Act of 2018 (P.L. 115-141)	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
	2002HE0396	20	E4	02X0AG7	000D79	4114	G200OL00		375,000
									375,000

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$62,304
<b>2. Fringe Benefits</b>	\$17,816
<b>3. Travel</b>	\$2,000
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$1,000
<b>6. Contractual</b>	\$97,500
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$2,009,379
<b>9. Total Direct Charges</b>	\$2,189,999
<b>10. Indirect Costs: % Base</b>	\$0
<b>11. Total (Share: Recipient 16.67 % Federal 83.33 %.)</b>	\$2,189,999
<b>12. Total Approved Assistance Amount</b>	\$1,824,999
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$375,000
<b>15. Total EPA Amount Awarded To Date</b>	\$1,824,999



June 28, 2021

[olsimpso@ci.camden.nj.us](mailto:olsimpso@ci.camden.nj.us)  
Olivette Simpson, Interim Executive Director  
Camden Redevelopment Agency  
520 Market Street, City Hall, Suite 1300  
Camden, NJ 08102

Re: **HDSRF, NOTICE OF APPROVAL LETTER**  
**HDSRF, Public Entity Grant Program**  
Application Prod-00257956  
Applicant: Camden Redevelopment Agency  
Project Site: Knox Gelatin Meadows II  
Grant Award: Up to \$103,825

Dear Ms. Simpson:

I am pleased to inform you that a meeting held on June 9, 2021, the members of the New Jersey Economic Development Authority (the "Authority") approved the application of the Camden Redevelopment Agency for an up to \$103,825 Hazardous Discharge Site Remediation Fund (the "Fund") Grant ("Grant") from the New Jersey Department of Environmental Protection (the "Department") for the Remedial Investigation, along with report preparation, at the Knox Gelatin Meadows II site (the "Project"), as stated in your request for Grant assistance.

The Authority has approved the Grant upon the terms and conditions set forth in this notice of approval letter. No act or omission by or on behalf of the Authority shall be deemed as a waiver to any of the terms and conditions contained in this letter. Such a waiver may be made only by an instrument in writing duly executed by an authorized representative of the Authority.

NAME OF GRANTEE:	Camden Redevelopment Agency
PROJECT SITE:	Knox Gelatin Meadows II Bryon Street & N. 5 <sup>th</sup> Street Camden, NJ 08103 Block 746, Lot(s) 17,18, 25, 26 & 46 Camden County
GRANT:	Up to \$103,825 from the Fund

CONDITIONS:

**The Grantee shall complete the Project substantially as set forth in its request for Grant assistance. It is specifically understood and agreed that grant funds awarded for preliminary assessment or site investigation of a contaminated site must be expended within two (2) years after the date of the award; and grant funds awarded for remedial investigation of a contaminated site must be expended within five (5) years after the date of the award. Failure to expend an award of financial assistance or grant from the remediation fund within the time limits set forth herein shall result in cancellation of the award.**

*It is specifically understood and agreed that the Grantee is required to complete and submit to the Authority the attached schedules (Exhibit "A"), in accordance with the terms of the grant agreement. Failure to provide said schedules in accordance with the terms of the grant agreement shall be an event of default under the Grant.*

The Authority requires a valid Tax Clearance Certificate no more than 180 days old on file with the Authority at the time of closing or the Grant shall not close. Tax Clearance Certificates are issued by the Division of Taxation. To apply to receive a Tax Clearance Certificate, a Grantee must complete and submit the Application for Business Assistance Tax Clearance to the Division of Taxation.

It is specifically understood and agreed that this Grant is cross-defaulted with any other agreement entered into by the Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.

**The interests of the Grantee and the Authority are or may be different and may conflict. The Authority's attorney represents only the Authority and does not represent the Grantee in the Grant transaction. The Grantee, therefore, is advised to employ an attorney licensed to practice in the State of New Jersey, of the Grantee's own choice, to represent the Grantee's interest in the Grant transaction.**

The credit of the Grantee and all other features of the transaction shall be as represented to the Authority without material adverse change. The Grantee shall not be involved in any bankruptcy, reorganization or insolvency proceeding.

Counsel to the Authority must be satisfied with respect to the legality, validity, binding effect, and enforceability of all instruments, agreements, and documents used to effect and consummate the transactions contemplated herein.

Each unsatisfied covenant, term and condition of this notice of approval which is not expressly waived in writing by the Authority shall survive any closing hereunder. In case of any conflict between any unwaived and unsatisfied covenant, term or condition of this notice of approval and the provisions of the Grant documents delivered at or pursuant to any closing regarding this Grant, the unwaived and/or unsatisfied covenant, term or condition of this notice of approval shall control.

This notice of approval is subject to acceptance by the Grantee of the terms and conditions contained herein. This notice of approval letter must be signed and returned to the undersigned.

**The Authority's commitment shall terminate and the Authority shall have no further obligation in connection with your application if this notice of approval is not signed and returned to the Authority by October 26, 2021. This Approval Letter may be executed and delivered by telecopier, email, PDF or other facsimile transmission of all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.**



In addition, in the event that the Grant is not closed on or before 90 days from the acceptance date of the notice of approval, the Authority's obligation to provide Grant shall terminate and you will be required to submit a new application.

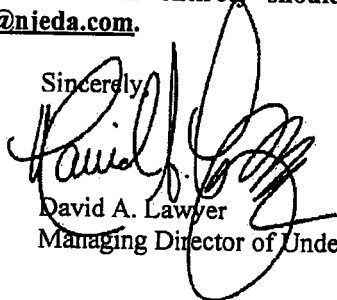
We are pleased to be of service to your Grant needs. If you have any questions regarding this Approval Letter, please contact Kathy Junghans, Finance Officer at (609) 858-6732 or [kjunghans@njeda.com](mailto:kjunghans@njeda.com).

If you have any questions regarding the closing requirements for this Grant contact Tomasita Generals at 609-858-6076 or [tgenerals@njeda.com](mailto:tgenerals@njeda.com).

Electronic signature on this Approval Letter shall be deemed to be valid execution and delivery as though an original ink. The parties explicitly consent to the electronic delivery of the terms of the transaction evidenced by this Approval Letter and affirm that their electronic signatures indicate a present intent to be bound by the electronic signatures and the terms of the Approval Letter. The electronic signature can be done either by ADOBE Acrobat or any other similar signature software that can be used for electronic signatures or by printing, manually signing, and scanning.

This fully executed Approval Letter in its entirety should be returned to Jo Ann Walls, Administrative Assistant at [jwalls@njeda.com](mailto:jwalls@njeda.com).

Sincerely,



David A. Lawyer  
Managing Director of Underwriting

TG

cc: Michael Deely, NJDEP

ACCEPTED AND AGREED  
THIS 15<sup>th</sup> DAY OF  
July, 2021 BY:

GRANTEE:

CAMDEN REDEVELOPMENT AGENCY

By: 

Olivette Simpson, Interim Executive Director



June 28, 2021

[olsimpso@ci.camden.nj.us](mailto:olsimpso@ci.camden.nj.us)  
Olivette Simpson, Interim Executive Director  
Camden Redevelopment Agency  
520 Market Street, City Hall, Suite 1300  
Camden, NJ 08102

Re: **HDSRF, NOTICE OF APPROVAL LETTER**  
**HDSRF, Public Entity Grant Program**  
Application Prod-00257957  
Applicant: Camden Redevelopment Agency  
Project Site: Knox Gelatin Meadows II  
Grant Award: Up to \$1,136,612

Dear Ms. Simpson:

I am pleased to inform you that a meeting held on June 9, 2021, the members of the New Jersey Economic Development Authority (the "Authority") approved the application of the Camden Redevelopment Agency for an up to \$1,136,612 Hazardous Discharge Site Remediation Fund (the "Fund") Grant ("Grant") from the New Jersey Department of Environmental Protection (the "Department") for the Remediation Action, along with report preparation, at the Knox Gelatin Meadows II site (the "Project"), as stated in your request for Grant assistance.

The Authority has approved the Grant upon the terms and conditions set forth in this notice of approval letter. No act or omission by or on behalf of the Authority shall be deemed as a waiver to any of the terms and conditions contained in this letter. Such a waiver may be made only by an instrument in writing duly executed by an authorized representative of the Authority.

NAME OF GRANTEE:	Camden Redevelopment Agency
PROJECT SITE:	Knox Gelatin Meadows II Bryon Street & N. 5 <sup>th</sup> Street Camden, NJ 08103 Block 746, Lot(s) 17,18, 25, 26 & 46 Camden County
GRANT:	Up to \$1,136,612 from the Fund

CONDITIONS:

**The Grantee shall complete the Project substantially as set forth in its request for Grant assistance. It is specifically understood and agreed that grant funds awarded for preliminary assessment or site investigation of a contaminated site must be expended within two (2) years after the date of the award; and grant funds awarded for remedial investigation of a contaminated site must be expended within five (5) years after the date of the award. Failure to expend an award of financial assistance or grant from the remediation fund within the time limits set forth herein shall result in cancellation of the award.**

*It is specifically understood and agreed that the Grantee is required to complete and submit to the Authority the attached schedules (Exhibit "A"), in accordance with the terms of the grant agreement. Failure to provide said schedules in accordance with the terms of the grant agreement shall be an event of default under the Grant.*

The Authority requires a valid Tax Clearance Certificate no more than 180 days old on file with the Authority at the time of closing or the Grant shall not close. Tax Clearance Certificates are issued by the Division of Taxation. To apply to receive a Tax Clearance Certificate, a Grantee must complete and submit the Application for Business Assistance Tax Clearance to the Division of Taxation.

It is specifically understood and agreed that this Grant is cross-defaulted with any other agreement entered into by the Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.

**The interests of the Grantee and the Authority are or may be different and may conflict. The Authority's attorney represents only the Authority and does not represent the Grantee in the Grant transaction. The Grantee, therefore, is advised to employ an attorney licensed to practice in the State of New Jersey, of the Grantee's own choice, to represent the Grantee's interest in the Grant transaction.**

The credit of the Grantee and all other features of the transaction shall be as represented to the Authority without material adverse change. The Grantee shall not be involved in any bankruptcy, reorganization or insolvency proceeding.

Counsel to the Authority must be satisfied with respect to the legality, validity, binding effect, and enforceability of all instruments, agreements, and documents used to effect and consummate the transactions contemplated herein.

Each unsatisfied covenant, term and condition of this notice of approval which is not expressly waived in writing by the Authority shall survive any closing hereunder. In case of any conflict between any unwaived and unsatisfied covenant, term or condition of this notice of approval and the provisions of the Grant documents delivered at or pursuant to any closing regarding this Grant, the unwaived and/or unsatisfied covenant, term or condition of this notice of approval shall control.

This notice of approval is subject to acceptance by the Grantee of the terms and conditions contained herein. This notice of approval letter must be signed and returned to the undersigned.

**The Authority's commitment shall terminate and the Authority shall have no further obligation in connection with your application if this notice of approval is not signed and returned to the Authority by October 26, 2021. This Approval Letter may be executed and delivered by telecopier, email, PDF or other facsimile transmission of all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.**

**In addition, in the event that the Grant is not closed on or before 90 days from the acceptance date of the notice of approval, the Authority's obligation to provide Grant shall terminate and you will be required to submit a new application.**

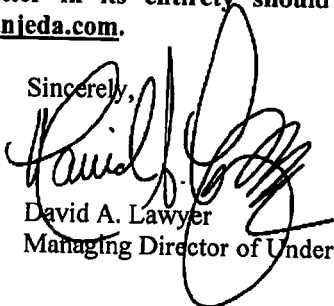
We are pleased to be of service to your Grant needs. If you have any questions regarding this Approval Letter, please contact Kathy Junghans, Finance Officer at (609) 858-6732 or [kjunghans@njeda.com](mailto:kjunghans@njeda.com).

If you have any questions regarding the closing requirements for this Grant contact Tomasita Generals at 609-858-6076 or [tgenerals@njeda.com](mailto:tgenerals@njeda.com).

Electronic signature on this Approval Letter shall be deemed to be valid execution and delivery as though an original ink. The parties explicitly consent to the electronic delivery of the terms of the transaction evidenced by this Approval Letter and affirm that their electronic signatures indicate a present intent to be bound by the electronic signatures and the terms of the Approval Letter. The electronic signature can be done either by ADOBE Acrobat or any other similar signature software that can be used for electronic signatures or by printing, manually signing, and scanning.

**This fully executed Approval Letter in its entirety should be returned to Jo Ann Walls, Administrative Assistant at [jwalls@njeda.com](mailto:jwalls@njeda.com).**

Sincerely,

  
David A. Lawyer  
Managing Director of Underwriting

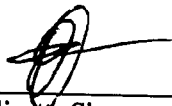
TG

cc: Michael Deely, NJDEP

ACCEPTED AND AGREED  
THIS 1<sup>st</sup> DAY OF  
July, 2021 BY:

**GRANTEE:**

**CAMDEN REDEVELOPMENT AGENCY**

By:   
Olivette Simpson, Interim Executive Director

DB:dh  
09-12-23

R-21

**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  
REMEDICATION OF THE FORMER KNOX MEADOWS II SITE**

WHEREAS, Camden Redevelopment Agency ("CRA") is the administrator and manager of the City of Camden's Brownfields Program; and

WHEREAS, authority is requested to execute a Sub-Grant Agreement with CRA for TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) from the U.S. Environmental Protection Agency Brownfield Revolving Loan Fund for the environmental clean-up of the Former Knox Meadow II Site in North Camden designated as Block 746, Lots 26 and 46 and a portion of Lots 17, 18 & 25 (Property); and

WHEREAS, the TWO HUNDRED THOUSAND DOLLARS (\$200,000) Sub Grant combined with a US EPA Site Specific Grant to the City of Camden, will serve to meet the match-funding requirement for use of NJ DEP HSDRF Remediation Grant funds to clean-up the Property; 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

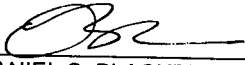
BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers are hereby authorized to execute a Sub-Grant Agreement with the Camden Redevelopment Agency for TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) to use for the environmental clean-up of Block 746, Lots 26 and 46 and a portion of Lots 17, 18 & 25.

BE IT FURTHER RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept said Sub-Grant for TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) 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: September 12, 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 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 Remediation of the Former Knox Gelatin

Point of Contact:	Olivette Simpson, CRA	Department of Development & Planning	Ext. 3540	Olsimpso@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

### ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		7/29/23	
Supporting Department Director (if necessary)	Y		8/15/23	
Director of Grants Management			8/16	
Qualified Purchasing Agent				
Director of Finance				

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

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

SEP 1 2023

61 :01 W...  
 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  
 CITY OF CAMDEN

## EXECUTIVE SUMMARY

### TITLE OF ORDINANCE/RESOLUTION

**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 Remediation of the Former Knox Meadows II Site**

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

- CRA seeks to grant to the City a \$200,000 US EPA Brownfields Revolving Loan Fund Sub grant to fund a portion of the environmental clean-up activities for the Knox Meadow II site. The Sub grant together with a US EPA Site Specific Grant to the City will serve to meet the 25% match-funding requirement for use of the NJ DEP HSDRF Remediation grant funds.
- The Knox Meadows II Site, owned by the City of Camden, is designated as Block 746, Lots 26 & 46 and a Portion of Lots 17, 18, & 25 of the City of Camden Tax Map and located on Byron Street at N.5th Street in North Camden (the Project Site).
- The Project Site is in part the former Knox Gelatin Facility and located directly south of the planned North Camden Waterfront Park (Sadler's Park). The Project Site is about 5.8 acres, vacant with exposed building foundations. It is currently an active case with the NJ DEP and US EPA.
- The City entered into a Shared Services Agreement ("Agreement") with the CRA for the oversight of a \$200,000 US EPA Brownfields "Site Specific" Cleanup Grant for the Project Site authorized by Resolution #R-42 (MC-18:6380) adopted on June 12, 2018.
- By Resolution #R-5 (MC-20:7619), the Agreement was amended to extend the term of the Agreement to September 20, 2023 (Amendment #1).
- An engineer's estimate for remedial actions required is \$1,536,612.00. The CRA was awarded NJ DEP Hazardous Discharge Site Remediation Program (HSDRF) Program Funds for additional assessment and investigation (\$103,825.00) and a grant for site remediation (\$1,136,612.00).
- Also, a separate request is being made for an Amendment #2 to the Agreement is necessary (1) to allow for the use, and CRA's management of the funding and implementation of the US EPA Sub grant and any additional funding for the Project Site's assessment, investigation, and remediation and (2) to extend the term of the Agreement until September 30, 2025 or until the remediation is completed.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$200,000.00**

**\*\*NJ DEP HSDRF Funds awarded to CRA for the Project Site: \$103,825.00 for additional assessment/investigation and \$1,136,612.00 for Remediation**

### IMPACT STATEMENT:

- CRA has secured NJ HSDRF funds for remediation of the Project site, and the US EPA subgrant together with the EPA Site Specific grant will meet the NJ HSDRF 25% match-funding requirement. 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](mailto:olsimpso@ci.camden.nj.us)

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Name	Phone/Email
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**STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES  
CONTRACT REQUEST FORM**

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

Municipality	<b>CITY OF CAMDEN</b>
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 Knox Meadows Phase II Site in North Camden Designated as Block 746, Lots 26 and 46 and a Portion of Lots 17, 18, and 25 of the City of Camden Tax Map
Name of Vendor	<b>Camden Redevelopment Agency ("CRA")</b>
Purpose or Need for service:	
Contract Award Amount	\$200,000.00
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 \_\_\_\_\_

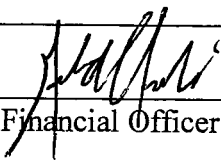
\_\_\_\_\_  
Business Administrator/Manager Signature

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

\_\_\_\_\_  
Director or Designee,  
Division of Local Government Services Date \_\_\_\_\_

Number Assigned \_\_\_\_\_

Initial Report x Revised Report \_\_\_\_\_ Closing Report \_\_\_\_\_  
**Bureau of Grants Management Grant Summary Form**

**Grant Status Code: G**  
 (green - g; yellow - y; red - r)

Department: Administration/Development and Planning

Grant Administrator: Candice Jefferson


Grant Administrator #: 968-3542

Grant/Project Name:		US EPA Revolving Loan Fund – Former Knox Gelatin			
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"/>	Source:		
Amount of Grant:		\$274,203.00			
Local Match:	<input checked="" type="checkbox"/>	N	Cash:	Local match 25% /CRA	In-Kind:
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:		Byron Street at N 5 <sup>th</sup> 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 \$200,000 revolving loan and an agreement to manage the project.

CRA will utilize a \$200,000 subgrant for environmental cleanup of a city owned property known as the Former Knox Gelatin site.

All funds will be managed by the Redevelopment Agency. 

**Total cost of the project: \$1,536,612.**  
 Revolving Loan: \$ 200,000.00  
 HDSRF BDA: \$1,136,612.00  
 US EPA Clean Up: \$ 200,000.00

All funds received for this agreement will come directly to the Camden Redevelopment Agency. The agreement is for a period of two years.

**CAMDEN REDEVELOPMENT AGENCY  
US ENVIRONMENTAL PROTECTION AGENCY REVOLVING LOAN FUND  
PROJECT SUMMARY**

**Property: Block 746, Lots 26 & 46 and a Portion of Lots 17, 18, & 25 of the City of Camden Tax Map and located on Byron Street at N.5th Street in North Camden (the Project Site).**

**SUBGRANTEE:** City of Camden  
City Hall  
520 Market Street  
Camden, New Jersey 08101

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 Knox Meadows II Site, owned by the City of Camden, is designated as Block 746, Lots 26 & 46 and a Portion of Lots 17, 18, & 25 of the City of Camden Tax Map and located on Byron Street at N.5th Street in North Camden (the Project Site).
- The Project Site is in part the former Knox Gelatin Facility and located directly south of the planned North Camden Waterfront Park (Sadler's Park). The Project Site is about 5.8 acres, vacant with exposed building foundations. It is currently an active case with the NJ DEP and US EPA.
- The City entered into a Shared Services Agreement ("Agreement") with the CRA for the oversight of a \$200,000 US EPA Brownfields "Site Specific" Cleanup Grant for the Project Site authorized by Resolution #R-42 (MC-18:6380) adopted on June 12, 2018.
- By Resolution #R-5 (MC-20:7619), the Agreement was amended to extend the term of the Agreement to September 20, 2023 (Amendment #1).
- An engineer's estimate for remedial actions required is \$1,536,612.00. The CRA was awarded NJ DEP Hazardous Discharge Site Remediation Program (HSDRF) Program Funds for additional assessment and investigation (\$103,825.00) and a grant for site remediation (\$1,136,612.00).
- The CRA by Resolution # 07-12-23B seeks to grant the City a \$200,000 US EPA Brownfields Revolving Loan Fund Sub grant to fund a portion of the environmental clean-up activities. The Sub grant together with the US EPA Site Specific Grant will serve to meet the 25% match-funding requirement for use of the HSDRF Remediation grant funds.
- An Amendment #2 will be made to the Shared Services Agreement (1) to allow for the use, and CRA's management of the funding and implementation of the US EPA Sub grant and any additional funding for the Project Site's assessment, investigation, and remediation and (2) to extend the term of the Agreement until September 30, 2025 or until the remediation is completed.
- US EPA RLF funding awarded to the CRA is available to address the planned remediation activities.

**PROJECT SOURCES**

US EPA RLF Subgrant	\$ 200,000
HDSRF BDA Grant	\$ 1,136,612
US EPA Cleanup Grant	\$ 200,000
	<hr/> <hr/>
	\$ 1,536,612

**PROJECT USES**

Pre-Construction Expenditures (as of 1/2021)	\$ 56,262
Pre-Construction LSRP Contract	\$ 46,160
Construction	\$ 1,022,722
Construction Professional Services	\$ 240,180
Contingency	\$ 171,288
	<hr/> <hr/>
	\$ 1,536,612

**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: \$200,000.00**

**PROPERTY:** Block 746, Lots 26 & 46 and a Portion of Lots 17, 18, & 25 Designated on the City of Camden Tax Map and located on Byron Street at N.5th Street in 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**").

**WITNESSETH:**

**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 the Knox Meadows II Site designated as Block 746, Lots 26 & 46 and a Portion of Lots 17, 18, & 25 of the City of Camden Tax Map and located on Byron Street at N.5th Street in Camden, New Jersey (the "Property"); and

**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 # 07-12-23B** the governing body of the CRA authorized a US EPA Sub-Grant to the City of Camden in an amount not to exceed \$ 200,000.00 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: \$200,000.00**

TWO HUNDRED THOUSAND 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 746, Lots 26 & 46 and a Portion of Lots 17, 18, & 25 of the City of Camden Tax Map and located on Byron Street at N.5th 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, 2024.
  
- 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 – 13<sup>th</sup> 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**

US EPA RLF Subgrant	\$ 200,000
HDSRF BDA Grant	\$ 1,136,612
US EPA Cleanup Grant	\$ 200,000
	<hr/>
	\$ 1,536,612

**PROJECT USES**

Pre-Construction Expenditures (as of 1/2021)	\$ 56,262
Pre-Construction LSRP Contract	\$ 46,160
Construction	\$ 1,022,722
Construction Professional Services	\$ 240,180
Contingency	\$ 171,288
	<hr/>
	\$ 1,536,612



**RESOLUTION MC-18: 8380**

*On Motion Of: Angel Fuentes*  
**APPROVED: June 12<sup>th</sup>, 2018**

R-42

MBS:dh  
06-12-18

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE CAMDEN REDEVELOPMENT AGENCY ("CRA") FOR THE OVERSIGHT OF A US ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS CLEANUP GRANT FOR THE KNOX/MEADOWS II SITE**

WHEREAS, N.J.S.A. 40A:65-1 authorizes local units of government to enter into agreements for shared services; and

WHEREAS, the City of Camden, desires to enter into a Shared Services Agreement with the Camden Redevelopment Agency ("CRA"), for the oversight of a US Environmental Protection Agency (EPA) Brownfields Cleanup Grant in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for the Knox/Meadows II Site; and

WHEREAS, the CRA will manage the grant, which includes public procurement of professionals and contractors, fiscal management and grant reporting; and

WHEREAS, City Council has determined that it is in the best interest of the City of Camden that the City enter into said Shared Services Agreement with Camden Redevelopment Agency in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00); and


WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "G-18-647-999", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers of the City of Camden are hereby authorized to execute a Shared Services Agreement with Camden Redevelopment Agency, for an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00), for the provision of the Knox/Meadows II Site for a one year period, 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 of Introduction: June 12, 2018

The above has been reviewed  
and approved as to form.

  
MICHELLE BANK-SPEARMAN  
City Attorney

  
CURTIS JENKINS  
President, City Council

ATTEST:

  
LUIS PASTORIZA  
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, AS TREASURER, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

CAMDEN REDEVELOPMENT AGENCY

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

TEMPORARY BUDGET APPROPRIATION:

AMOUNT:

ADOPTED BUDGET APPROPRIATION:

AMOUNT:

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT: G-18-647-999

AMOUNT: \$200,000.00

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS TREASURER, THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE:

\$200,000.00

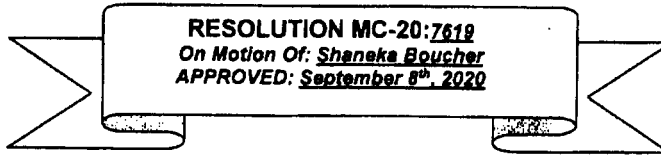
Description of the Goods or Services to be procured:

Shared Services Agreement between the City of Camden and the Camden Redevelopment Agency for the oversight of a US Environmental Protection Agency (EPA) Brownfields Cleanup Grant for the Knox/Meadows II site.

  
Doreen P. Chang  
TREASURER

DATE: May 14, 2018

MBS:dh  
09-08-20



R-5

**RESOLUTION AUTHORIZING AN AMENDMENT #1 TO THE SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE CAMDEN REDEVELOPMENT AGENCY ("CRA") FOR THE BROWNFIELDS CLEAN-UP SITE KNOX MEADOWS II**

WHEREAS, the City of Camden entered into a Shared Services Agreement ("Agreement") with the Camden Redevelopment Agency ("CRA") for the oversight of a USEPA Brownfields Cleanup Grant for the Knox Meadows II site, by Resolution #R-42 (MC-18:6380) approved on June 12, 2018; and

WHEREAS, the City of Camden wishes to extend the Shared Services Agreement with CRA for the brownfields clean-up of Knox Meadows II until September 20, 2023; and

WHEREAS, it is now necessary to amend said Shared Services Agreement between the City of Camden and the CRA to extend the term of the Agreement until September 20, 2023; now, therefore


BE IT RESOLVED, by the City Council of the City of Camden that the Shared Services Agreement between the City of Camden and the CRA is hereby amended by amendment #1 to extend the term of the Agreement until September 20, 2023.


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

Date of Introduction: September 8, 2020

The above has been reviewed and approved as to form.

  
MICHELLE BANK-SPEARMAN  
City Attorney

  
CURTIS JENKINS  
President, City Council

ATTEST:   
LUIS PASTORIZA  
Municipal Clerk

**07-12-23B**

**Resolution Authorizing a Sub-grant to the City of Camden in the Amount of \$200,000.00 from the U.S. Environmental Protection Agency Brownfields Revolving Loan Fund for the Remediation of the Knox Meadows Phase II Site in North Camden Designated as Block 746, Lots 26 and 46 and a Portion of Lots 17, 18, and 25 of the City of Camden Tax Map**

**WHEREAS**, the City of Camden Redevelopment Agency (the "CRA") is charged with the duty of redevelopment the City of Camden; and

**WHEREAS**, as part of CRA's redevelopment duties, 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**, by Resolution 08-07-13C, CRA applied for and accepted a Brownfields Revolving Loan Fund (RLF) Grant from the United States Environmental Protection Agency ("EPA") to establish a Revolving Loan Fund and entered into EPA Cooperative Agreement 9628614-0; and

**WHEREAS**, CRA by Resolution 06-08-22C, applied for and accepted supplemental RLF Grant funding from EPA and entered into EPA Cooperative Agreement 96236900-0 (together with the above agreement 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 to support environmental cleanup of Brownfield Sites in the City of Camden, and

**WHEREAS**, the EPA Brownfields RLF Program allows for a grant recipient to make Sub-grants to non-profits and other units of local government for eligible environmental projects and purposes; and

**WHEREAS**, the City is the owner of the former Knox Gelatin Site known as the Meadows at Pyne Point Phase II designated as Block 746, Lots 26 and 46 and a portion of Lots 17, 18, and 25 of the City Tax Map (the Project Site); and

**WHEREAS**, the Project Site is an active case with the NJ Department of Environmental Protection (NJDEP) Site Remediation Program; and

**WHEREAS**, contaminated historic fill requiring remediation has been determined to be present at the Site making it necessary to fund the excavation of the contaminated soil material for offsite disposal to a proper facility and importation of clean backfill material to construct a protective cap at the Project Site; and

**WHEREAS**, RLF funding in the form of a Sub-grant can be used for such purposes; and

**WHEREAS**, CRA will manage the RLF Sub-grant and remediation of the Site by virtue of an existing Shared Services Agreement with the City of Camden as authorized by Resolution; and

**WHEREAS**, the Sub-grant Summary and Recommendation has been reviewed and approved by the CRA Finance Committee.

**07-12-23B (cont'd)**

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the City of Camden Redevelopment Agency that the Interim Executive Director is hereby authorized to make Sub-grant to the City of Camden in an amount not to exceed \$200,000.00 from the EPA Brownfields Revolving Loan Fund for the purpose of environmental cleanup activities at the former Knox Gelatin Site designated as Block 746, Lots 26 and 46 and a portion of Lots 17, 18, and 25 of the City Tax Map; and

**BE IT FURTHER RESOLVED** that the Interim Executive Director, a duly authorized representative of the City of Camden Redevelopment Agency, is hereby authorized and directed to execute a Sub-grant agreement and other documents and take all actions necessary to carry out the purposes of this Resolution.

07-12-23B (cont'd)

ON MOTION OF: Tasha Gainey-Humphrey


SECONDED BY: Derek Davis

COMMISSIONER	AYES	NAYS	ABSTENTIONS
Christopher Collins			X
Derek Davis	X		
Gilbert Harden, Sr.			
Tasha Gainey-Humphrey	X		
Ian K. Leonard	X		
Jose Javier Ramos	X		
Maria Sharma			

*Ian K. Leonard*

\_\_\_\_\_  
Ian K. Leonard  
Chairperson

ATTEST:

  
\_\_\_\_\_  
Olivette Simpson  
Interim Executive Director

The above has been reviewed and approved as to form.

*Mark P. Asselta*

\_\_\_\_\_  
Mark P. Asselta, Esq.  
Board Counsel

Resolution No: 07-12-23B  
ATTACHMENT G

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.**

Resolution Authorizing a Sub-grant to the City of Camden in the Amount of \$200,000.00 from the U.S. Environmental Protection Agency Brownfields Revolving Loan Fund for the Remediation of the Knox Meadows Phase II Site in North Camden Designated as Block 746, Lots 26 and 46 and a Portion of Lots 17, 18, and 25 of the City of Camden Tax Map

- In 2013, CRA, with a grant from the US Environmental Protection Agency (EPA), established a Brownfields Revolving Loan Fund (RLF) to make loans and Sub-grants to fund environmental cleanup of Brownfield Sites within the City of Camden.
- The EPA RLF program allows CRA to make Sub-grants to local governmental units and non-profits for eligible environmental projects and uses. In September 2022, CRA was awarded an additional grant from EPA to continue with the RLF brownfield program.
- The former Knox Gelatin Site known as the Meadows at Pyne Point Phase II designated as Block 746, Lots 26 & 46 and a portion of Lots 17, 18, and 25 on the City Tax Map is a city-owned property that is an active case with the NJ Department of Environmental Protection (NJDEP) Site Remediation Program (SRP).
- The proposed redevelopment of the site after remediation a residential use.
- Prior to the redevelopment of the site, the environmental contamination at the site must be remediated in accordance with NJDEP SRP requirements.
- The total estimated environmental clean-up cost is \$1,536,612.00 CRA, entered into a Shared Services Agreement with the City to manage and implement a \$200,000.00 EPA Cleanup Grant on behalf of the City as authorized by CRA Resolution 12-14-16E.
- CRA recently Submitted applications to the State Hazardous Discharge Site Remediation Fund (HDSRF) for a \$1,136,612.00 Remediation Grant to fund a portion of the cleanup and a \$103,825.00 Assessment Grant for the Site.
- This resolution seeks to authorize a \$200,000.00 RLF Sub-grant to the City, which together with the EPA cleanup grant will serve to meet the match-funding requirement for the use of the HSDRF Remediation Grant funding.
- Under a companion resolution, the CRA is seeking authorization to amend the existing Shared Services Agreement with the City to allow for the use, management, and implementation of the EPA Sub-grant and other funding for the Site's brownfield planning, assessment, remediation, and redevelopment.

Information of key municipal employee or agent applying for grant and responsible for its use:


Name	Olivette Simpson
Title	Interim Executive Director
Telephone Number	856-757-7600
Email	OISimpso@ci.camden.nj.us

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

None

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

N/A

  
\_\_\_\_\_  
Olivette Simpson  
Interim Executive Director Signature

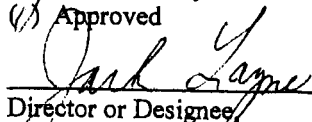
Date July 18, 2023

Name, email and fax of contact person for this form:

Olivette Simpson, OISimpso@ci.camden.nj.us 856-964-2262

For LGS use only:


Approved  Denied

  
\_\_\_\_\_  
Director or Designee  
Division of Local Government Services

Date 7/18/23

Number Assigned CRA 2023-29



	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>	<b>GRANT NUMBER (FAIN):</b> 96286914	<b>DATE OF AWARD</b> 09/29/2020
		<b>MODIFICATION NUMBER:</b> 3	<b>MAILING DATE</b> 10/06/2020
		<b>PROGRAM CODE:</b> BF	<b>TYPE OF ACTION</b> Augmentation: Increase
		<b>PAYMENT METHOD:</b> Advance	<b>ACH#</b> 20384
<b>RECIPIENT TYPE:</b> Municipal		<b>Send Payment Request to:</b> RTP Finance Center	
<b>RECIPIENT:</b> Camden Redevelopment Agency 520 Market Street, City Hall-Suite 1300 Camden, NJ 08101 EIN: 22-2831144		<b>PAYEE:</b> Camden Redevelopment Agency 520 Market Street, City Hall Suite 1300 Camden, NJ 08101	
<b>PROJECT MANAGER</b> Olivette Simpson 520 Market Street, City Hall-Suite 1300 Camden, NJ 08101 E-Mail: olsimpson@ci.camden.nj.us Phone: 856-757-7600		<b>EPA PROJECT OFFICER</b> Terry Wesley 290 Broadway, LCRD/LRPB New York, NY 10007-1866 E-Mail: Wesley.Terry@epa.gov Phone: 212-637-5027	<b>EPA GRANT SPECIALIST</b> Kelsey Steele Grants and Audit Management Branch, MSD/GAMB E-Mail: steele.kelsey@epa.gov Phone: 212-637-3457
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b> Camden Redevelopment Agency Brownfields Revolving Loan Fund Camden Redevelopment Agency's application dated August 12, 2020, requesting \$375,000 has been approved. The federal share of the agreement is increased by \$375,000 from \$1,449,999 to \$1,824,999. In addition, the recipient contribution is increased by \$75,000 from \$290,000 to \$365,000. Please note that this amendment adds an updated set of General Terms and Conditions and Grant-Specific Programmatic Conditions to the agreement. These conditions apply to the new funds and unobligated balances as of the date of this amendment. All other Administrative and Programmatic Conditions remain in effect.			
<b>BUDGET PERIOD</b> 10/01/2013 - 09/30/2023	<b>PROJECT PERIOD</b> 10/01/2013 - 09/30/2023	<b>TOTAL BUDGET PERIOD COST</b> \$2,189,999.00	<b>TOTAL PROJECT PERIOD COST</b> \$2,189,999.00
<b>NOTICE OF AWARD</b>			
<p>Based on your Application dated 08/11/2020 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$375,000. EPA agrees to cost-share <u>83.33%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,824,999. 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.</p>			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 2 Land, Chemicals and Redevelopment Division 290 Broadway New York, NY 10007-1866	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
Digital signature applied by EPA Award Official Donald Pace - Director			<b>DATE</b> 09/29/2020

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 1,449,999	\$ 375,000	\$ 1,824,999
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 290,000	\$ 75,000	\$ 365,000
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 1,739,999	\$ 450,000	\$ 2,189,999

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose Assessment Revolving Loan Fund and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(3) Consolidated Appropriations Act of 2018 (P.L. 115-141)	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
-	2002HE0396	20	E4	02X0AG7	000D79	4114	G200OL00		375,000
									375,000

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$62,304
<b>2. Fringe Benefits</b>	\$17,816
<b>3. Travel</b>	\$2,000
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$1,000
<b>6. Contractual</b>	\$97,500
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$2,009,379
<b>9. Total Direct Charges</b>	\$2,189,999
<b>10. Indirect Costs: % Base</b>	\$0
<b>11. Total (Share: Recipient <u>16.67</u> % Federal <u>83.33</u> %.)</b>	\$2,189,999
<b>12. Total Approved Assistance Amount</b>	\$1,824,999
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$375,000
<b>15. Total EPA Amount Awarded To Date</b>	\$1,824,999



June 28, 2021

[olsimpso@ci.camden.nj.us](mailto:olsimpso@ci.camden.nj.us)  
Olivette Simpson, Interim Executive Director  
Camden Redevelopment Agency  
520 Market Street, City Hall, Suite 1300  
Camden, NJ 08102

Re: **HDSRF, NOTICE OF APPROVAL LETTER**  
**HDSRF, Public Entity Grant Program**  
Application Prod-00257956  
Applicant: Camden Redevelopment Agency  
Project Site: Knox Gelatin Meadows II  
Grant Award: Up to \$103,825

Dear Ms. Simpson:

I am pleased to inform you that a meeting held on June 9, 2021, the members of the New Jersey Economic Development Authority (the "Authority") approved the application of the Camden Redevelopment Agency for an up to \$103,825 Hazardous Discharge Site Remediation Fund (the "Fund") Grant ("Grant") from the New Jersey Department of Environmental Protection (the "Department") for the Remedial Investigation, along with report preparation, at the Knox Gelatin Meadows II site (the "Project"), as stated in your request for Grant assistance.

The Authority has approved the Grant upon the terms and conditions set forth in this notice of approval letter. No act or omission by or on behalf of the Authority shall be deemed as a waiver to any of the terms and conditions contained in this letter. Such a waiver may be made only by an instrument in writing duly executed by an authorized representative of the Authority.

NAME OF GRANTEE:	Camden Redevelopment Agency
PROJECT SITE:	Knox Gelatin Meadows II Bryon Street & N. 5 <sup>th</sup> Street Camden, NJ 08103 Block 746, Lot(s) 17, 18, 25, 26 & 46 Camden County
GRANT:	Up to \$103,825 from the Fund

CONDITIONS:

**The Grantee shall complete the Project substantially as set forth in its request for Grant assistance. It is specifically understood and agreed that grant funds awarded for preliminary assessment or site investigation of a contaminated site must be expended within two (2) years after the date of the award; and grant funds awarded for remedial investigation of a contaminated site must be expended within five (5) years after the date of the award. Failure to expend an award of financial assistance or grant from the remediation fund within the time limits set forth herein shall result in cancellation of the award.**

*It is specifically understood and agreed that the Grantee is required to complete and submit to the Authority the attached schedules (Exhibit "A"), in accordance with the terms of the grant agreement. Failure to provide said schedules in accordance with the terms of the grant agreement shall be an event of default under the Grant.*

The Authority requires a valid Tax Clearance Certificate no more than 180 days old on file with the Authority at the time of closing or the Grant shall not close. Tax Clearance Certificates are issued by the Division of Taxation. To apply to receive a Tax Clearance Certificate, a Grantee must complete and submit the Application for Business Assistance Tax Clearance to the Division of Taxation.

It is specifically understood and agreed that this Grant is cross-defaulted with any other agreement entered into by the Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.

**The interests of the Grantee and the Authority are or may be different and may conflict. The Authority's attorney represents only the Authority and does not represent the Grantee in the Grant transaction. The Grantee, therefore, is advised to employ an attorney licensed to practice in the State of New Jersey, of the Grantee's own choice, to represent the Grantee's interest in the Grant transaction.**

The credit of the Grantee and all other features of the transaction shall be as represented to the Authority without material adverse change. The Grantee shall not be involved in any bankruptcy, reorganization or insolvency proceeding.

Counsel to the Authority must be satisfied with respect to the legality, validity, binding effect, and enforceability of all instruments, agreements, and documents used to effect and consummate the transactions contemplated herein.

Each unsatisfied covenant, term and condition of this notice of approval which is not expressly waived in writing by the Authority shall survive any closing hereunder. In case of any conflict between any unwaived and unsatisfied covenant, term or condition of this notice of approval and the provisions of the Grant documents delivered at or pursuant to any closing regarding this Grant, the unwaived and/or unsatisfied covenant, term or condition of this notice of approval shall control.

This notice of approval is subject to acceptance by the Grantee of the terms and conditions contained herein. This notice of approval letter must be signed and returned to the undersigned.

**The Authority's commitment shall terminate and the Authority shall have no further obligation in connection with your application if this notice of approval is not signed and returned to the Authority by October 26, 2021. This Approval Letter may be executed and delivered by telecopier, email, PDF or other facsimile transmission of all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.**

**In addition, in the event that the Grant is not closed on or before 90 days from the acceptance date of the notice of approval, the Authority's obligation to provide Grant shall terminate and you will be required to submit a new application.**

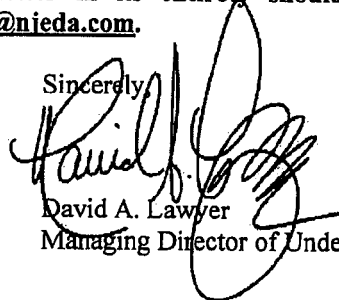
We are pleased to be of service to your Grant needs. If you have any questions regarding this Approval Letter, please contact Kathy Junghans, Finance Officer at (609) 858-6732 or [kjunghans@njeda.com](mailto:kjunghans@njeda.com).

If you have any questions regarding the closing requirements for this Grant contact Tomasita Generals at 609-858-6076 or [tgenerals@njeda.com](mailto:tgenerals@njeda.com).

Electronic signature on this Approval Letter shall be deemed to be valid execution and delivery as though an original ink. The parties explicitly consent to the electronic delivery of the terms of the transaction evidenced by this Approval Letter and affirm that their electronic signatures indicate a present intent to be bound by the electronic signatures and the terms of the Approval Letter. The electronic signature can be done either by ADOBE Acrobat or any other similar signature software that can be used for electronic signatures or by printing, manually signing, and scanning.

**This fully executed Approval Letter in its entirety should be returned to Jo Ann Walls, Administrative Assistant at [jwalls@njeda.com](mailto:jwalls@njeda.com).**

Sincerely,



David A. Lawler  
Managing Director of Underwriting

TG

cc: Michael Deely, NJDEP

ACCEPTED AND AGREED  
THIS 1st DAY OF  
July, 2021 BY:

**GRANTEE:**

**CAMDEN REDEVELOPMENT AGENCY**

By: 

Olivette Simpson, Interim Executive Director



June 28, 2021

[olsimpo@ci.camden.nj.us](mailto:olsimpo@ci.camden.nj.us)

Olivette Simpson, Interim Executive Director  
Camden Redevelopment Agency  
520 Market Street, City Hall, Suite 1300  
Camden, NJ 08102

**Re: HDSRF, NOTICE OF APPROVAL LETTER**  
**HDSRF, Public Entity Grant Program**  
Application Prod-00257957  
Applicant: Camden Redevelopment Agency  
Project Site: Knox Gelatin Meadows II  
Grant Award: Up to \$1,136,612

Dear Ms. Simpson:

I am pleased to inform you that a meeting held on June 9, 2021, the members of the New Jersey Economic Development Authority (the "Authority") approved the application of the Camden Redevelopment Agency for an up to \$1,136,612 Hazardous Discharge Site Remediation Fund (the "Fund") Grant ("Grant") from the New Jersey Department of Environmental Protection (the "Department") for the Remediation Action, along with report preparation, at the Knox Gelatin Meadows II site (the "Project"), as stated in your request for Grant assistance.

The Authority has approved the Grant upon the terms and conditions set forth in this notice of approval letter. No act or omission by or on behalf of the Authority shall be deemed as a waiver to any of the terms and conditions contained in this letter. Such a waiver may be made only by an instrument in writing duly executed by an authorized representative of the Authority.

NAME OF GRANTEE:	Camden Redevelopment Agency
PROJECT SITE:	Knox Gelatin Meadows II Bryon Street & N. 5 <sup>th</sup> Street Camden, NJ 08103 Block 746, Lot(s) 17, 18, 25, 26 & 46 Camden County
GRANT:	Up to \$1,136,612 from the Fund

CONDITIONS:

**The Grantee shall complete the Project substantially as set forth in its request for Grant assistance. It is specifically understood and agreed that grant funds awarded for preliminary assessment or site investigation of a contaminated site must be expended within two (2) years after the date of the award; and grant funds awarded for remedial investigation of a contaminated site must be expended within five (5) years after the date of the award. Failure to expend an award of financial assistance or grant from the remediation fund within the time limits set forth herein shall result in cancellation of the award.**

*It is specifically understood and agreed that the Grantee is required to complete and submit to the Authority the attached schedules (Exhibit "A"), in accordance with the terms of the grant agreement. Failure to provide said schedules in accordance with the terms of the grant agreement shall be an event of default under the Grant.*

The Authority requires a valid Tax Clearance Certificate no more than 180 days old on file with the Authority at the time of closing or the Grant shall not close. Tax Clearance Certificates are issued by the Division of Taxation. To apply to receive a Tax Clearance Certificate, a Grantee must complete and submit the Application for Business Assistance Tax Clearance to the Division of Taxation.

It is specifically understood and agreed that this Grant is cross-defaulted with any other agreement entered into by the Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.

**The interests of the Grantee and the Authority are or may be different and may conflict. The Authority's attorney represents only the Authority and does not represent the Grantee in the Grant transaction. The Grantee, therefore, is advised to employ an attorney licensed to practice in the State of New Jersey, of the Grantee's own choice, to represent the Grantee's interest in the Grant transaction.**

The credit of the Grantee and all other features of the transaction shall be as represented to the Authority without material adverse change. The Grantee shall not be involved in any bankruptcy, reorganization or insolvency proceeding.

Counsel to the Authority must be satisfied with respect to the legality, validity, binding effect, and enforceability of all instruments, agreements, and documents used to effect and consummate the transactions contemplated herein.

Each unsatisfied covenant, term and condition of this notice of approval which is not expressly waived in writing by the Authority shall survive any closing hereunder. In case of any conflict between any unwaived and unsatisfied covenant, term or condition of this notice of approval and the provisions of the Grant documents delivered at or pursuant to any closing regarding this Grant, the unwaived and/or unsatisfied covenant, term or condition of this notice of approval shall control.

This notice of approval is subject to acceptance by the Grantee of the terms and conditions contained herein. This notice of approval letter must be signed and returned to the undersigned.

**The Authority's commitment shall terminate and the Authority shall have no further obligation in connection with your application if this notice of approval is not signed and returned to the Authority by October 26, 2021. This Approval Letter may be executed and delivered by telecopier, email, PDF or other facsimile transmission of all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.**



**In addition, in the event that the Grant is not closed on or before 90 days from the acceptance date of the notice of approval, the Authority's obligation to provide Grant shall terminate and you will be required to submit a new application.**

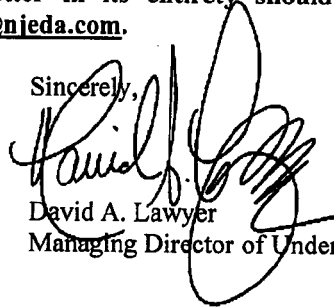
We are pleased to be of service to your Grant needs. If you have any questions regarding this Approval Letter, please contact Kathy Junghans, Finance Officer at (609) 858-6732 or [kjunghans@njeda.com](mailto:kjunghans@njeda.com).

If you have any questions regarding the closing requirements for this Grant contact Tomasita Generals at 609-858-6076 or [tgenerals@njeda.com](mailto:tgenerals@njeda.com).

Electronic signature on this Approval Letter shall be deemed to be valid execution and delivery as though an original ink. The parties explicitly consent to the electronic delivery of the terms of the transaction evidenced by this Approval Letter and affirm that their electronic signatures indicate a present intent to be bound by the electronic signatures and the terms of the Approval Letter. The electronic signature can be done either by ADOBE Acrobat or any other similar signature software that can be used for electronic signatures or by printing, manually signing, and scanning.

**This fully executed Approval Letter in its entirety should be returned to Jo Ann Walls, Administrative Assistant at [jwalls@njeda.com](mailto:jwalls@njeda.com).**

Sincerely,



David A. Lawyer  
Managing Director of Underwriting


TG

cc: Michael Deely, NJDEP

ACCEPTED AND AGREED  
THIS 1<sup>st</sup> DAY OF  
July, 2021 BY:

**GRANTEE:**

**CAMDEN REDEVELOPMENT AGENCY**

By:   
Olivette Simpson, Interim Executive Director

R-22

DB:dh  
09-12-23

**RESOLUTION AMENDING A RESOLUTION ACCEPTING A GRANT FROM THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY IN THE AMOUNT OF \$125,000 FROM THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY FOR THE ENTITLED, "FOOD SECURITY PLANNING GRANT."**

WHEREAS, the Council of the City of Camden by Resolution R-16 (MC-9042) adopted on July 11, 2023 accepted a Food Security Planning Grant from the New Jersey Economic Development Authority in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00); and

WHEREAS, the New Jersey Economic Development Authority issued the grant for the development and implementation of an action oriented plan leveraging the identified distress asset to improve food access and food security for the North, Central, and South Food Desert community; and

WHEREAS, the City of Camden will be required to contribute a 20% cash match of TWENTY- FIVE THOUSAND DOLLARS (\$25,000.00); and

WHEREAS, it is in the best interest of the City of Camden to accept the Grant from the New Jersey Economic Development Authority; and

WHEREAS, the Council of the City of Camden authorizes the City of Camden to enter into the Food Security Planning Grant Agreement; and

WHEREAS, the Council of the City of Camden hereby designates Dr. Edward Williams, Director of Planning & Development, as the authorized representative that can execute the closing documents adopted by City of Camden; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept said grant in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) from the New Jersey Economic Development Authority for the development and implementation of an action oriented plan leveraging the identified distress asset to improve food security for the food desert community.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such Grant.

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

Date: September 12, 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 Attorney**

---

**Signature**

**Date**

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** : Resolution amending a resolution accepting a grant from the New Jersey Economic Development Authority in the amount of \$125,000 entitled, "Food Security Planning Grant."

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

- **Relevant facts/history. 5Ws. Include geography if applicable.** The grant will include the development of an action oriented plan leveraging the identified distressed asset to improve food access and food security for the North, Central, and South Food Desert community.
- **Time constraints, if any. (Why does the Council need to act now?)** There is a 90 closeout period upon which NJEDA needs the corrected document.
- **How was the value of the transaction obtained (if applicable?)** Grant Award Letter

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$125,000.00

**IMPACT STATEMENT:**

- **What will happen if the City Council approves this legislation? or,**  
\$150,000.00 will be appropriated to spend for Food Security Planning
- **Why Should the City Council approve this legislation?**  
A need was determined at the time when the application for this grant was approved by Council
- **What will happen if the City Council does not approve this legislation?**  
\$125,000.00 stays with the State and the \$25,000.00 match is also not spent.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Name, Organization 1. **Dr. Edward Williams**
  - Attendance: (Y/N/Tentative). Confirmed? (She was informed to attend)
- Name, Organization 2.
  - Attendance: (Y/N/Tentative). Confirmed? (Tentative to attend)
- Additional as required...

**COORDINATION:**

- Who is impacted/has action if the legislation is passed? Include Government and Non-Government entities

Prepared by:

*Edward Williams*

---

Name

Phone/Email

**Dr. Edward C. Williams, Dir. of Planning & Development**

---

**From:** Rucha Gadre <Rucha.Gadre@njeda.gov>  
**Sent:** Monday, August 14, 2023 9:38 AM  
**To:** Nichelle Pace  
**Cc:** Dr. Edward C. Williams, Dir. of Planning & Development; Yenise Valdez; Angela Miller; Aaron McCargo; Patricia Williams  
**Subject:** RE: Food Security Grant - Follow Up Meeting  
**Attachments:** Food Security Planning Grant Approval Letter - City of Camden.pdf

Yes, the guidance is included the attached award letter. I have also highlighted the section that lists the requirement below.

Grantee must also sign and return a Food Security Planning Grant Agreement ("Agreement) within 90 business days. Please note that as part of the closing requirement, Grantee must obtain a resolution: 1) authorizing Grantee to enter into the Grant Agreement; 2) to accept the Grant; and 3) designating the Authorized Representative/s that can execute the closing documents adopted by City of Camden ("Resolution"). The Resolution must be certified by an Authorized Representative of the Grantee and submitted with the signed Agreement.

Hope this information in helpful.

Thanks,

Rucha.

**From:** Nichelle Pace <npace@camdenbusiness.com>  
**Sent:** Monday, August 14, 2023 9:28 AM  
**To:** Rucha Gadre <Rucha.Gadre@njeda.gov>  
**Cc:** Dr. Edward C. Williams, Dir. of Planning & Development <EdWillia@ci.camden.nj.us>; Yenise Valdez <YeValdez@ci.camden.nj.us>; Angela Miller <AnMiller@ci.camden.nj.us>; Aaron McCargo <mccargo722@gmail.com>; Patricia Williams <Patricia.Williams@njeda.gov>  
**Subject:** Re: Food Security Grant - Follow Up Meeting

Rucha, are there specific instructions or a checklist for what is needed in the resolution? Can you provide that?

Nichelle

On Mon, Aug 14, 2023, 9:25 AM Rucha Gadre <Rucha.Gadre@njeda.gov> wrote:

We do not have a model resolution that we can provide as the template varies by each city government.

Thanks,

Rucha.

Ms. Gadre. Please advise if this document meets the grant requirements. Thanks.

**From:** Yenise Valdez

**Sent:** Thursday, August 10, 2023 10:31 AM

**To:** Dr. Edward C. Williams, Dir. of Planning & Development <[EdWillia@ci.camden.nj.us](mailto:EdWillia@ci.camden.nj.us)>; 'Rucha Gadre' <[Rucha.Gadre@njeda.gov](mailto:Rucha.Gadre@njeda.gov)>; Nichelle Pace <[npace@camdenbusiness.com](mailto:npace@camdenbusiness.com)>

**Cc:** Angela Miller <[AnMiller@ci.camden.nj.us](mailto:AnMiller@ci.camden.nj.us)>; Aaron McCargo <[mccargo722@gmail.com](mailto:mccargo722@gmail.com)>; Patricia Williams <[Patricia.Williams@njeda.gov](mailto:Patricia.Williams@njeda.gov)>

**Subject:** RE: Food Security Grant - Follow Up Meeting

Good morning Dr. Williams,

Attached please find requested resolution.

Regards,

Yenise E. Valdez

Assistant Municipal Clerk

ABC Secretary

Po Box 95120, Suite 105

Camden, NJ 08101

856-757-7107

856-757-7220 fax

[yevaldez@ci.camden.nj.us](mailto:yevaldez@ci.camden.nj.us)

**From:** Dr. Edward C. Williams, Dir. of Planning & Development <[EdWillia@ci.camden.nj.us](mailto:EdWillia@ci.camden.nj.us)>

**Sent:** Wednesday, August 9, 2023 3:56 PM

**To:** 'Rucha Gadre' <[Rucha.Gadre@njeda.gov](mailto:Rucha.Gadre@njeda.gov)>; Nichelle Pace <[npace@camdenbusiness.com](mailto:npace@camdenbusiness.com)>

**Cc:** Angela Miller <[AnMiller@ci.camden.nj.us](mailto:AnMiller@ci.camden.nj.us)>; Aaron McCargo <[mccargo722@gmail.com](mailto:mccargo722@gmail.com)>; Patricia Williams





May 16, 2023

*Via Email*

City Of Camden  
P.O Box 95120, Camden, NJ 95120  
Mayor@ci.camden.nj.us  
(856) 757-7200

**Re: Grant Award for the Food Security Planning Grant**

Dear Mayor Victor Carstarphen,

I am pleased to inform you that the New Jersey Economic Development Authority ("NJEDA" or "Authority") has approved City of Camden's ("Grantee") application for a grant under the Food Security Planning Grant ("Program"). The grant is in the amount of \$125,000 (One hundred and twenty-five thousand dollars).

The grant will fund the development of an action-oriented plan leveraging the identified distressed asset to improve food access and food security for the North, Central and South food desert community.

The approval is conditioned upon Grantee submitting the following documents within 30 business days

1. A copy of the most recent Tax Clearance Certificate
2. A completed and signed copy of the Russia Belarus Form and

Grantee must also sign and return a Food Security Planning Grant Agreement ("Agreement") within 90 business days. Please note that as part of the closing requirement, Grantee must obtain a resolution: 1) authorizing Grantee to enter into the Grant Agreement; 2) to accept the Grant; and 3) designating the Authorized Representative/s that can execute the closing documents adopted by City of Camden ("Resolution"). The Resolution must be certified by an Authorized Representative of the Grantee and submitted with the signed Agreement. Extension of up to 90 business days can be requested by the grantee and may be issued at the sole discretion of the authority.

Failure to provide the items listed above in the time provided will result in the expiration of the Authority's approval without need of further action by the Authority.

The Food Security Planning Grant award will be disbursed to the Grantee as follows:

- The first disbursement, equal to 50% of the Grant Amount, will be disbursed upon the Effective Date of the Grant Agreement; and
- The second disbursement, equal to 50% of the Grant Amount will be made upon receipt, review and acceptance of the Final Plan and Final Report by the Authority, and prior to the end of the Grant Term.

You will be contacted by a representative from the NJEDA to facilitate the execution of the Agreement. Please note that the terms and conditions of the Agreement will govern if there is a conflict between this letter and the Agreement.



**Please respond to this letter via reply all to this email as soon possible and no later than 10 business days after the date on this letter to accept your application approval. If we do not receive your acceptance within 10 business days, this approval will terminate without the need for further action and the Authority will have no further obligation.**

**If for any reason you do not wish to participate in the Food Security Planning Grant; please reply: "I do not accept" to this email.**

Thank you again, and we look forward to your continued participation in the Program.

Sincerely,

**Tara Colton,  
Executive Vice President, Economic Security  
New Jersey Economic Development Authority**

STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS

DIVISION OF LOCAL GOVERNMENT SERVICES  
GRANT APPROVAL FORM

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

**PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT OF THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION AND GRANT AWARD LETTER.**

The Food Security Planning Grant is granted by the New Jersey Economic Development Authority. The amount of the grant is \$125,000.00 with a \$25,000 match. The City Council approved a budget amendment at its June Council to insert into the City's budget. The grant will facilitate the development of an action oriented plan leveraging the identified distress asset to improve food security for the North, Central, and South Food Desert community.

Information of key municipal employee or agent applying for grant and responsible for its use:

Name Edward C. Williams	
Title Director	
Telephone Number: 7135	
Email: Edwillia@ci.camden.nj.us	

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

None

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

City Revenue Account

\_\_\_\_\_  
Mayor's Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Business Administrator/Manager Signature

Date \_\_\_\_\_

Name, email and fax of contact person for this form:

\_\_\_\_\_

**For LGS use only:**

Approved

Denied

\_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Date \_\_\_\_\_

Number Assigned \_\_\_\_\_

DB:dh  
09-12-23

R-23

**RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF \$20,800.00 FROM THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR THE "TRANSIT SUPPORT GRANT PROGRAM "**

WHEREAS, the City of Camden applied for and received a Transit Support Grant from the Delaware Valley Regional Planning Commission in the amount of TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800.00); and

WHEREAS, the grant will be used to fund the administrative costs (transit and capital projects) for participating as a member of the Delaware Valley Regional Planning Commission; and

WHEREAS, the City has a local match of FIFTEEN THOUSAND NINE HUNDRED FORTY-SEVEN DOLLARS (\$15,947.00); and

WHEREAS, the City desires to accept the grant from the Delaware Valley Regional Planning Commission; now, therefore

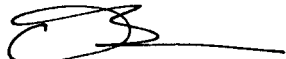
BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the grant from the Delaware Valley Regional Planning Commission in the amount of TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800.00) with a local match of FIFTEEN THOUSAND NINE HUNDRED FORTY-SEVEN DOLLARS (\$15,947.00) for a total amount of THIRTY SIX THOUSAND SEVEN HUNDRED FORTY-SEVEN DOLLARS (\$36,747.00).

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such Grant.

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

Date: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO, CPZBS

**TITLE OF ORDINANCE/RESOLUTION: Resolution accepting a grant in the amount of \$20,800.00 from the Delaware Valley Regional Planning Commission for the Transit Support Grant Program**

Dr. Edward Williams, Planning and Development 7135Edwillia@ci.camden.nj.us

Point of Contact:

Name	Department-Division-Bureau	Phone	Email
------	----------------------------	-------	-------

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		8/24	
Supporting Department Director (if necessary)			9/1/23	
Director of Grants Management	Y			
Qualified Purchasing Agent			9/5	
Director of Finance				
Approved by: Business Administrator			9.5.23	

Attachments (list and attach all available):

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

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

Received by:

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

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

**City Attorney**

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**Signature**

**Date**



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution accepting a grant in the amount of \$20,800.00 from the Delaware Valley Regional Planning Commission for the Transit Support Grant Program

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

- **Relevant facts/history. 5Ws. Include geography if applicable.** The grant from the Delaware Valley Regional Planning Commission provides funds to fund the administrative costs (transit and capital projects) for participating as a member of the commission. The City of Camden serves as a member along with counties, cities and towns from New Jersey and Pennsylvania.
- **Time constraints, if any. (Why does the Council need to act now?)** There are no current time constraints.
- **How was the value of the transaction obtained (if applicable?)** Grant Award Letter

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$20,800.00

**IMPACT STATEMENT:**

- **What will happen if the City Council approves this legislation? or,**  
\$20,800.00 will be allocated to underwrite staff costs for its participation.
- **Why Should the City Council approve this legislation?**  
The grant funds will save the city approximately 20,800.00 in staffing costs.
- **What will happen if the City Council does not approve this legislation?**  
The city will have to underwrite the costs of staff participation.

**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:

*Edward Williams*

*713*

---

Name

Phone/Email



# Member Government Agreement

Amount: \$36,747

No. 24-63-024

BY AND BETWEEN  
DELAWARE VALLEY REGIONAL PLANNING COMMISSION  
AND  
CITY OF CAMDEN, NEW JERSEY

This agreement, hereinafter referred to as the AGREEMENT, made at Philadelphia, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Delaware Valley Regional Planning Commission (COMMISSION), a body politic and corporate, created and vested sovereign immunity by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall West, 8<sup>th</sup> Floor, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

AND

City of Camden, New Jersey, having its principal office at Department of Development and Planning, P.O. Box 95120, Camden, New Jersey 08101-5120, hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into agreements with the Pennsylvania Department of Transportation, hereinafter referred to as the AGENCY, whereby the COMMISSION is to perform certain obligations under its agreements in the accomplishment of grants from the AGENCY.

WHEREAS, the SUBRECIPIENT will perform certain services through this AGREEMENT

in connection with Project No. 24-63-024, "City of Camden Transit Planning Program," as part of the COMMISSION's Fiscal Year 2024 Unified Planning Work Program, hereinafter referred to as the PROJECT; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated; and

WHEREAS, consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT, provide oversight of the PROJECT and be administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

#### Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in: (1) this AGREEMENT; (2) Exhibit A, the Standard Articles of Agreement for Subrecipients; (3) Exhibit B, Scope of Services, Fiscal Year 2024 Unified Planning Work Program description entitled, "City of Camden Transit Planning Program"; and (4) Exhibit C, Budget Proposal. Exhibit A, Exhibit B, and Exhibit C are attached hereto and are incorporated by reference.

1.2 During the term of this AGREEMENT, all requests to modify, change, or make an addition to the AGREEMENT shall be made in writing to the COMMISSION in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

1.3 All modifications, changes, and/or additions to this AGREEMENT shall be effectuated in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients and shall not be binding unless approved in writing by the COMMISSION.

Section 2: PROJECT Funding

2.1 The total PROJECT budget shall be Thirty-Six Thousand Seven Hundred Forty-Seven Dollars (\$36,747) with approved funding as follows:

Funds Provided by AGENCY: \$20,800  
SUBRECIPIENT Local Match: \$5,200  
COMMISSION In-kind Match (Special Studies): \$10,747  
**Total Amount: \$36,747**

Agency	Source of Funds	Date	Amount
New Jersey Department of Transportation	Federal Transit Administration	July 1, 2023	\$20,800
<b>Total Amount</b>			<b>\$20,800</b>

Section 3: Contract Amount and Payment Terms

3.1 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed Twenty Thousand Eight Hundred Dollars (\$20,800). Payment to the SUBRECIPIENT for work performed shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT's spending will be in accordance with the attached budget proposal, Exhibit C.

A. If SUBRECIPIENT intends to utilize any external consultant(s) to perform work in furtherance of the PROJECT, SUBRECIPIENT shall provide an anticipated cost for each external consultant in the Budget Proposal. Upon selection of any external consultant(s), SUBRECIPIENT shall notify the COMMISSION in writing indicating the selected external consultant(s) and provide a modified Budget Proposal including a separate budget proposal for the consultant(s). Upon review, the COMMISSION will provide written notification informing that the modified Budget Proposal has been approved and will be incorporated to this AGREEMENT as outlined in in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

3.3 The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

3.4 As outlined in Article 6.1 in the Standard Articles of Agreement for Subrecipients, Exhibit A, SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to [invoices@dvrpc.org](mailto:invoices@dvrpc.org).

- A. All invoices must consist of:
1. Assigned cover page with the total reimbursement request amount;
  2. Breakdown of costs as per the contract pricing proposal format with staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
  3. Receipts for Direct Expenses;
  4. Copies of all subconsultant invoices; and
  5. Progress Report for the Reporting Period.

#### Section 4: Administration of AGREEMENT

4.1 The Executive Director of the COMMISSION, or his/her designee shall be the authorized agent to act on behalf of the COMMISSION in the administration of this AGREEMENT, and shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this AGREEMENT.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this AGREEMENT and in the negotiation of matters arising out of this AGREEMENT.

#### Section 5: Time of Performance

5.1 As the PROJECT start date is July 1, 2023, SUBRECIPIENT may commence work as of that date. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2024.

#### Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT inform the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

## Section 7: Title VI Policy & Self-Certification

7.1 The COMMISSION has adopted the following policy statement as part of its Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

The COMMISSION further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that the COMMISSION distributes federal aid funds to another entity, THE COMMISSION will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds. The COMMISSION's Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

The COMMISSION acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

The COMMISSION requires verification of the compliance of SUBRECIPIENT with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance for all new contracts entered into by the COMMISSION. The COMMISSION reserves the right to conduct subsequent Title VI compliance reviews on any SUBRECIPIENT during a contract.

7.2 As part of its verification of compliance with Title VI, the COMMISSION requires the following Self-Certification. All duly authorized representatives of the SUBRECIPIENT must certify that:

A. The SUBRECIPIENT understands that compliance with Title VI of the Civil Rights Act of 1964 {42 U.S.C. 2000d}, the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.

B. During the performance of this contract, the SUBRECIPIENT, for itself, its assignees, and successors in interest, agree as follows:

1. Compliance with Regulations

The SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SUBRECIPIENT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Procurement of Materials & Equipment

In all solicitations either by competitive bidding or negotiations made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SUBRECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to appropriate federal or state agency as appropriate, and shall set forth what efforts it has made to obtain the information.



5. Sanctions for Noncompliance

In the event of the SUBRECIPIENT noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to, withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontractor or procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SUBRECIPIENT may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States

C. The SUBRECIPIENT will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

Section 8: Special Conditions:

8.1 By executing this AGREEMENT, the SUBRECIPIENT hereby specifically agrees to Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances of Exhibit A, the Standard Articles of Agreement for Subrecipients.

8.2 Electronic, digital, or pdf signatures delivered by email shall constitute a legal and binding signature to this AGREEMENT.

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this AGREEMENT as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL  
PLANNING COMMISSION

\_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
Ariella Maron  
Executive Director

Date: \_\_\_\_\_

ATTEST/WITNESS:

CITY OF CAMDEN, NEW JERSEY

\_\_\_\_\_  
Luis Pastoriza, City Clerk  
(SEAL)

By: \_\_\_\_\_  
Victor G. Carstarphen, Mayor

Date: \_\_\_\_\_

Federal Information:  
Type of Grant: Department of Transportation (FTA)  
Program: Metropolitan Transportation Planning  
ALN: 20.505 (FTA)  
Federal Funds: \$20,800

Exhibit A

Standard Articles of Agreement for Subrecipients



# Standard Articles of Agreement for SUBRECIPIENT

Revision Date: April 2023

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## Article 1: Responsibilities and Services of the SUBRECIPIENT

- 1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.
- 1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the AGREEMENT and Exhibit "B", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.
- 1.3 The SUBRECIPIENT hereby agrees to administer the AGREEMENT in compliance with all applicable law and in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this AGREEMENT at any particular time.
- 1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT. Although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise, the giving of such advice shall not shift the responsibility for final decisions to the COMMISSION and/or the AGENCY.
- 1.5 The SUBRECIPIENT hereby agrees to furnish its services in accordance with this AGREEMENT and all applicable professional standards. All of the services specified by this AGREEMENT shall be performed by the SUBRECIPIENT and its employees or contractor under the supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION.

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations, liabilities to any contractor or any other person not party to this AGREEMENT.

- 1.6 The personnel required to perform the services specified by this AGREEMENT shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this AGREEMENT shall be fully qualified and authorized or permitted under Federal, State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION. For any major changes in personnel including changes of personnel who are named in any grant application, the SUBRECIPIENT will submit their request in writing prior to any planned personnel changes.

- 1.7 The SUBRECIPIENT is required to be in compliance with the COMMISSION'S SUBRECIPIENT Monitoring Policy for risk assessment of grants to determine appropriate monitoring activities and frequency of progress report submission. The SUBRECIPIENT must complete and certify the pre-award risk assessment form, See Attachment 1. SUBRECIPIENT shall also submit summary progress reports, in accordance with the risk level assessment which will be communicated by the COMMISSION. The SUBRECIPIENT must submit progress reports, invoices, and supporting documents to the COMMISSION no later than thirty (30) days after the close of the preceding quarter unless otherwise directed. These reports shall be in narrative form, divided by tasks as specified in the Scope of Services. These reports shall include the percentage of progress for each project for the specified time period and be up-to-date. When applicable, these reports shall indicate when established goals are not met, or when a delay has occurred or is anticipated. If there are difficulties encountered, the report must include a narrative description and the SUBRECIPIENT's proposed solution(s) to the issue(s).
- 1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this AGREEMENT, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.
- The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be focused on the nature and objectives of the PROJECT, report findings and final recommendations and be in a form reasonably acceptable to the COMMISSION.
- 1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.
- 1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this AGREEMENT, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands unless COMMISSION and/or AGENCY elect otherwise. The sole legal recourse for SUBRECIPIENT lies with COMMISSION as outlined in Article 9: Disputes

and there shall be no claims, demands, or any recourse with the AGENCY or any federal agency.

- 1.11 None of the services specified by this AGREEMENT shall be subcontracted by the SUBRECIPIENT without prior approval of the COMMISSION.
- 1.12 All subcontracts entered into by the SUBRECIPIENT shall contain or otherwise reference and incorporate all of the provisions of these Standard Articles of Agreement.
- 1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third-party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved.

#### Article 2: Assignability

- 2.1 The SUBRECIPIENT shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION.

#### Article 3: Oversight

- 3.1 In order for the COMMISSION to meet its obligations to the AGENCY, COMMISSION will have general oversight over the content and technical quality of the services performed as specified by this AGREEMENT.

#### Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the PROJECT shall:

- 4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to ensure that all activities in its Program are compatible and interrelated.
- 4.2 Provide basic technical assistance to the SUBRECIPIENT required during the development of the PROJECT.
- 4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.



- 4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.
- 4.5 Conduct a review of the administration of the PROJECT, as appropriate, to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this AGREEMENT.
- 4.6 Ensure that all procedures and records will be maintained in conformance with Federal and State Audit Standards and Regulations.

#### Article 5: Changes and Amendments

- 5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this AGREEMENT and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the SUBRECIPIENT.
- 5.2 No modifications, changes, corrections, and/or additions to this AGREEMENT shall be binding unless approved in writing by an authorized representative of the COMMISSION.

The COMMISSION may issue Authorization letters or written approval for the following instances:

- (i) When the SUBRECIPIENT's request for a budget reallocation of greater than 5% of the total PROJECT costs is approved.
  - (ii) When the SUBRECIPIENT's request for a budget increase that does not exceed 5% of the total PROJECT costs.
  - (iii) When the SUBRECIPIENT's request for an extension of the completion date as outlined in Section 5: Time of Performance of the AGREEMENT is approved.
  - (iv) When the SUBRECIPIENT's request for modifications, changes and/or clarifications to the Scope of Services which do not substantively alter the PROJECT and/or services to be performed is approved.
- 5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT will require a formal AGREEMENT amendment to

increase or decrease the dollar amount, the term, or other principal provisions of this AGREEMENT.

- 5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this AGREEMENT. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.
- 5.5 Copies of either or both amendments to the AGREEMENT and letters authorizing changes will be attached to the original of this AGREEMENT and to each copy. Such letters and amendments will then become a part thereof.
- 5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the AGREEMENT number.
- 5.7 All requests along with supporting documentation for any modifications, changes, corrections, and/or additions to this AGREEMENT shall be in writing at least 45 days in advance of when the request should take effect and sent to the COMMISSION's authorized agent:

Jason Crouch  
Manager, Office of Procurement and Contracts  
Delaware Valley Regional Planning Commission  
190 N. Independence Mall West, 8th Floor  
Philadelphia, PA 19106-1520  
[jcrouch@dvrpc.org](mailto:jcrouch@dvrpc.org)

- 5.8 Written approvals may be in the form of an email, letter amendment or a formal supplement agreement which will require formal execution and will be made part of the AGREEMENT.

#### Article 6: Compensation and Method of Payment

- 6.1 SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to [invoices@dvrpc.org](mailto:invoices@dvrpc.org). Each invoice shall consist of:
  - a. A signed cover page with the total reimbursement request amount;
  - b. Breakdown of costs as per the contract pricing proposal format; Please include staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
  - c. Receipts for Direct Expenses;
  - d. Copies of all subconsultant invoices; and
  - e. Progress Report for the Reporting Period.

- 6.2 Allocability of PROJECT costs shall be in accordance with the following:
- a. The costs must be reasonable within the scope of the PROJECT.
  - b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
  - c. Such costs must be in accordance with generally accepted accounting principles (GAAP) and 2 C.F.R. 200.
  - d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
  - e. Such costs must be net costs to the SUBRECIPIENT (i.e., the price paid minus any refunds, rebates or discounts).
  - f. The SUBRECIPIENT may not delegate or transfer his responsibility for the use of the funds set forth in this AGREEMENT.
  - g. Overhead and fringe rates are final based on invoiced bills.

Costs must conform to all applicable law including Federal Regulations. Specifically, Costs must adhere to 2 C.F.R. 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For-private organizations, Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" may apply.

- 6.3 The SUBRECIPIENT shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.
- 6.4 Compensation and method of payment are subject to all special conditions set forth in the Special Conditions Section of this AGREEMENT.

Article 7: Termination of Agreement for Cause and/or Convenience

- 7.1 If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this AGREEMENT, the COMMISSION shall thereupon have the right to terminate this AGREEMENT.
- 7.2 The COMMISSION shall have the right to terminate this AGREEMENT for convenience whenever the COMMISSION shall determine that such termination is in the best interests of the COMMISSION.
- 7.3 This AGREEMENT shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this AGREEMENT.
- 7.4 The COMMISSION shall confirm such termination in writing. The effective date of the termination shall be the date of notification. Upon notification of

termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately.

- 7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT or their consultants shall, at the option of the COMMISSION, become the property of the COMMISSION. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- 7.6 Notwithstanding any provision to the contrary the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this AGREEMENT by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this AGREEMENT is determined.
- 7.7 Prior to termination for cause, the SUBRECIPIENT shall be provided official notice in writing and an opportunity to cure. SUBRECIPIENT shall respond within five (5) days of the date of the official notice and must include a detailed plan of action to cure the cause and/or default of any term of this AGREEMENT. SUBRECIPIENT will have ten (10) days from the date of the official notice to implement plan of corrective action.
- 7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.
- 7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this AGREEMENT. If, during the development of the PROJECT, conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination and direct the correspondence to:

Executive Director  
Delaware Valley Regional Planning Commission  
190 N. Independence Mall West, 8th Floor  
Philadelphia, PA 19106-1520

If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this AGREEMENT, the COMMISSION may enter into a termination agreement

or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this AGREEMENT, or annul the AGREEMENT pursuant to this Article.

- 7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this AGREEMENT. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

#### Article 8: Suspension of Agreement - Stop Work Orders

- 8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered suspended or stopped by the COMMISSION
- 8.2 Work stoppages may be required at the discretion of COMMISSION, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this AGREEMENT, realignment of programs, and lack of adequate funding or advancements in the state-of-the-art.
- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
  - b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.
- 8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and will be modified if appropriate in the sole discretion of the COMMISSION. Any modifications are at the discretion of the COMMISSION. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.

- 8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:
- a. cancel the stop-work order, in full or in part;
  - b. eliminate the work covered by such order; or
  - c. authorize resumption of work.
- 8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the AGREEMENT amount, or both of these, and the AGREEMENT shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:
- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
  - b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.
- 8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this AGREEMENT.
- 8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.
- 8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this AGREEMENT.

#### Article 9: Disputes

- 9.1 Except as otherwise provided by law, or this AGREEMENT, any dispute arising under this AGREEMENT shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.

- 9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

#### Article 10: Arbitration

- 10.1 Any dispute between the parties to this AGREEMENT, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.
- 10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.
- 10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

#### Article 11: Federal Requirements

##### 11.1 Civil Rights Requirements

###### a. Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all SUBRECIPIENTS with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party Subrecipients at ant tier under the PROJECT with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related nondiscrimination statutes and regulations in all programs and activities. DVRPC's website, [www.dvrpc.org](http://www.dvrpc.org), may be translated into multiple languages. Publications and other public documents can be made available in alternative languages and formats, if requested. DVRPC public meetings are always held in ADA-accessible facilities, and in transit-accessible locations when possible. Auxiliary services can be provided to individuals who submit a request at least seven

days prior to a public meeting. Requests will be accommodated to the greatest extent possible. Any person who believes they have been aggrieved by an unlawful discriminatory practice by DVRPC under Title VI has a right to file a formal complaint. Any such complaint may be in writing and filed with DVRPC's Title VI Compliance Manager and/or the appropriate state or federal agency within 180 days of the alleged discriminatory occurrence. For more information on DVRPC's Title VI program or to obtain a Title VI Complaint Form, please visit: [www.dvrpc.org/GetInvolved/TitleVI](http://www.dvrpc.org/GetInvolved/TitleVI), call (215) 592-1800, or email [public\\_affairs@dvrpc.org](mailto:public_affairs@dvrpc.org).

b. Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party SUBRECIPIENTS at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e: 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. SUBRECIPIENT agrees that full consideration will be given to all eligible, qualified applicants without regard to age, ancestry, color, disability, domestic or sexual violence victim status, ethnicity, familial status, gender identity or expression, genetic information, marital status, medical condition (including pregnancy), national origin, race, religion, sex, or sexual orientation; or any other basis protected by federal, state, or local law. Minority, female, and disabled applicants are encouraged to apply.
- ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the AGREEMENT. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

c. Disadvantaged Business Enterprise (DBE) Program

- i. The SUBRECIPIENT hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding



Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 26.

- ii. The SUBRECIPIENT agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The SUBRECIPIENT agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the SUBRECIPIENT is required by AGENCY regulations to have a DBE program, the DBE program must be in compliance with COMMISSION DBE Policy. The COMMISSION DBE Policy is incorporated by reference and made a part of this AGREEMENT. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notifying the SUBRECIPIENT of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

d. Nondiscrimination on the Basis of Age

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107 and implementing regulations, which prohibit discrimination on the basis of age.

e. Access Requirements for Persons with Disabilities

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. §5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.
- ii. USDOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 CFR part 27.
- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 CFR Part 1192 and 49 CFR Part 38.
- iv. US Department of Justice regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 CFR Part 35.
- v. US Department of Justice regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities, 28 CFR Part 36.
- vi. US General Services Administration regulations, Accommodations for the Physically Handicapped, 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act, 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled, 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, Transportation for Elderly and Handicapped Persons, 49 CFR part 609.
- x. Any implementing requirements the FTA may issue.

Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

- f. Confidentially and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

#### 11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, Political Activity of State and Local Officers or Employees, Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. No funds under this AGREEMENT shall be used for any partisan political activity or to furnish the election or defeat of any candidate for public office.

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

#### 11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

#### 11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et. seq.).

#### 11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

## 11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- b. Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties.

## 11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "A Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

## 11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

## 11.9 Comprehensive Environmental Response, Compensation, & Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§ 9601 et seq.

## 11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

## 11.11 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the regulations of the AGENCY, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this AGREEMENT.

## 11.12 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this AGREEMENT, including procurement of materials which shall be secured in compliance with 2 CFR 200, AGENCY regulations, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this AGREEMENT, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the incorporation of provisions outlined in Article 11: Federal Requirements, SUBRECIPIENT shall be required to incorporate all applicable provisions outlined in Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances.

### Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances

By executing this AGREEMENT, the SUBRECIPIENT, HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA"), and Federal Aviation Administration ("FAA"), is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

## General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the SUBRECIPIENT receives Federal financial assistance from DOT, including the FHWA, FTA, and/or FAA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the SUBRECIPIENT, so long as any portion of the program is Federally assisted.

## Specific Assurances

More specifically, and without limiting the above general Assurance, the SUBRECIPIENT agrees with and gives the following Assurances with respect to its Federally assisted activities as identified in the Unified Planning Work Program of the COMMISSION:

1. The SUBRECIPIENT agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The SUBRECIPIENT will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all activities as identified in the Unified Planning Work Program of the COMMISSION and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"SUBRECIPIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The SUBRECIPIENT will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The SUBRECIPIENT will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a SUBRECIPIENT.
5. That where the SUBRECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the SUBRECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the SUBRECIPIENT will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the SUBRECIPIENT with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the SUBRECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the SUBRECIPIENT, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the SUBRECIPIENT retains ownership or possession of the property.
9. The SUBRECIPIENT will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this AGREEMENT and agreeing to the terms of this ASSURANCE, SUBRECIPIENT also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

SUBRECIPIENT gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the COMMISSION's Unified Planning Work Program. This ASSURANCE is binding on the Commonwealth of Pennsylvania and the State of New Jersey, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the various activities as identified in the Unified Planning Work Program of the COMMISSION.

## 12.1 APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **FHWA, FTA, and/or FAA**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

2. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this



contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

3. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the SUBRECIPIENT or the **FHWA, FTA, and/or FAA**, as appropriate, and will set forth what efforts it has made to obtain the information.
4. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the SUBRECIPIENT will impose such contract sanctions as it or the **FHWA, FTA, and/or FAA** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
5. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the SUBRECIPIENT to enter into any litigation to protect the interests of the SUBRECIPIENT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 12.2 APPENDIX B

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with *(Name of Appropriate Legislative Authority)*, the Regulations for the Administration of the **COMMISSION's Unified Planning Work Program**, and the policies and procedures prescribed by the **FHWA, FTA, and/or FAA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto **SUBRECIPIENT** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto **SUBRECIPIENT** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on **SUBRECIPIENT**, its successors and assigns.

**SUBRECIPIENT**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that **SUBRECIPIENT** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

### 12.3 APPENDIX C

#### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by **DVRPC** pursuant to the provisions of Assurance 7(a):

- A. The (*grantee, lessee, permittee, etc. as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [*in the case of deeds and leases add "as a covenant running with the land"*] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  - B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
  - C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## 12.4 APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by DVRPC pursuant to the provisions of Assurance 7(b):

- A. The (*grantee, licensee, permittee, etc., as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (*in the case of deeds and leases add, "as a covenant running with the land"*) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (*grantee, licensee, lessee, permittee, etc.*) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, DVRPC will there upon revert to and vest in and become the absolute property of DVRPC and its assigns.

## 12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- 12.6 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
  - The Uniform Relocation Assistance and Real Property Acquisition

- Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid SUBRECIPIENTS, and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Article 13: Interest of Members of the COMMISSION and Others

- 13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this AGREEMENT or the proceeds thereof.

Article 14: Interest of the SUBRECIPIENT

- 14.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this AGREEMENT. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

Article 15: Interest of Members of Congress

- 15.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT, or to any benefit therefrom.

Article 16: Audit and Inspection of Records

- 16.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this AGREEMENT in accordance with generally accepted accounting principles and procedures. All costs charged against this AGREEMENT shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractor to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this AGREEMENT. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this AGREEMENT, are subject to audit by the COMMISSION.
- 16.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.

- 16.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this AGREEMENT for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period.
- 16.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.
- 16.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this AGREEMENT.

#### Article 17: Identification of Documents

- 17.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or a policy of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

#### Article 18: Publicity

- 18.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION's Office of Communications and Engagement. Press release and public dissemination requests should be sent to [public\\_affairs@dvrpc.org](mailto:public_affairs@dvrpc.org). Any and all press releases shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

## Article 19: Rights in Data, Copyrights, and Disclosure

- 19.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this AGREEMENT by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any tier, purchases ownership financed under this AGREEMENT.
- 19.2 Definition. The term "data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this AGREEMENT. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.
- 19.3 Data submitted to and accepted by the COMMISSION under this AGREEMENT shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.
- 19.4 No data developed or prepared in whole or in part under this AGREEMENT shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this AGREEMENT. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.
- 19.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.
- 19.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

## Article 20: Confidentiality

- 20.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations



or things of a like nature developed or obtained in connections with performance of this AGREEMENT that are of direct interest to the COMMISSION.

- a. The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- b. When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

20.2 After the AGREEMENT period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

#### Article 21: Patent Rights

21.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or SUBRECIPIENT, in the course of, in connection with, or under the terms of this AGREEMENT, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third-party contract as described in the U. S. Department of Commerce regulations A Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements 37 C.F.R. Part 401.

#### Article 22: Invoice Forms and Payroll Records

- 22.1 Invoice forms used by the SUBRECIPIENT should be in compliance with Article 6 hereof are attached hereto. Invoices must be approved by SUBRECIPIENT project manager.
- 22.2 Payroll records submitted by the SUBRECIPIENT should agree with the total personnel cost of the invoice and be approved by the SUBRECIPIENT project manager

#### Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:

- a. been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this AGREEMENT, employed or retained or agreed to employ or retain, any firm or person;
- b. been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this AGREEMENT;
- c. acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 25: Entire Agreement

- 25.1 The AGREEMENT Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.
- a. No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
  - b. Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

Exhibit B

Scope of Services

Fiscal Year 2024 Unified Planning Work Program Description entitled,  
"City of Camden Transit Planning and Programming"

**PROJECT: 24-63-024 City of Camden Transit Planning Program**

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**Responsible Agency:** City of Camden

**Program Coordinator:** Joanna Hecht

**Goals:**

To improve efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program.

**Description:**

This project will enhance the mobility of the residents of the City of Camden by providing comprehensive planning, programming, monitoring, and coordination of transit services in Camden.

**Tasks:**

Task 1: Administration:

1. Administer the project and prepare required invoices and progress reports.

Task 2: Planning and Programming

1. Monitor and provide input for NJ Transit and PATCO capital projects within the City of Camden.
2. Promote transit initiatives in the City of Camden as they pertain to residents, employees, employers, developers, and event spaces.
3. Evaluate upcoming land development and recommend measures to increase transit use.

Task 3: Coordination

1. Provide input into NJ Transit operating budgets and determine impacts on fares, subsidies, and levels of service.
2. Participate in activities of the Cross County Connection TMA.
3. Maintain liaison with NJ Transit, PATCO, NJDOT, and other transit service providers in the City of Camden.

**Products:**

1. Quarterly progress reports and invoices.
2. Closing report.
3. TSP Work Program for next fiscal year.

**Beneficiaries:**

New Jersey TMAs, NJDOT, and commuters in the DVRPC region in New Jersey.

**Project Cost and Funding:**

<b>FY</b>	<b>Total</b>	<b>Highway PL Program</b>	<b>Transit PL Program</b>	<b>Comprehensive Planning</b>	<b>Other</b>
2023	\$36,747		\$20,800		\$15,947
2024	\$36,747		\$20,800		\$15,947

**FY2024 Other Funding Details:**

\$15,947 Local Match (\$5,200 for 24-63-024, \$10,747 for special studies projects)

Exhibit C  
Budget Proposal

# FY 24 BUDGET PROPOSAL



**ENTITY NAME:** City of Camden  
**PROJECT NUMBER:** 24-63-024 - TSP  
**SUBMITTED BY (Edward Williams):**  
**DATE SUBMITTED:** 6/8/23

1. DIRECT LABOR- Specify employee name and title			
# Hours	Hourly Rate	Estimated Cost (FOR ALL TASKS)	
Edward C. Williams	135	\$ 63.74	\$ 8,604.90
Orion Joyner	50	\$ 68.15	\$ 3,407.50
Jose Mendez	300	\$ 36.40	\$ 10,920.00
Stephanie Walker	125	\$ 29.59	\$ 3,698.75
Dajon Shivers	179	\$ 22.83	\$ 4,086.57
Cairo Brewer	179	\$ 28.68	\$ 5,133.72
			\$ -
			\$ -
			\$ -
			\$ -
<b>SUB-TOTAL</b>			<b>\$ 35,851.44</b>
2. FRINGE & OVERHEAD:			
Rate	Base	Estimated Cost	
Fringe	\$ 35,851.44	\$ -	
Overhead	\$ 35,851.44	\$ -	
<b>SUB-TOTAL</b>			<b>\$ -</b>
<b>TOTAL DIRECT LABOR, FRINGE &amp; OVERHEAD</b>			<b>\$ 35,851.44</b>
3. NONLABOR EXPENSES:			
			Estimated Cost
Materials/Supplies			
Travel (max of 15% of budget total)			\$ 195.56
Training			\$ 700.00
<b>SUB-TOTAL</b>			<b>\$ 895.56</b>
<b>GRAND TOTAL</b>			<b>\$ 36,747.00</b>
<b>FY 24 UPWP BUDGET TOTAL</b>			<b>\$ 36,747.00</b>
<b>LESS: MATCH AMOUNT</b>			<b>\$ (15,947.00)</b>
<b>NET PAYABLE</b>			<b>\$ 20,800.00</b>



DB:dh  
09-12-23

R-24

**RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF \$24,000.00 FROM THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR THE "SUPPORTIVE HIGHWAY REGIONAL PLANNING PROGRAM"**

WHEREAS, the City of Camden applied for and received a Supportive Highway Regional Grant from the Delaware Valley Regional Planning Commission in the amount of TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00); and

WHEREAS, the grant proceeds will be used to fund the administrative costs for participating as a member of the Delaware Valley Regional Planning Commission; and

WHEREAS, the City desires to accept the grant from the Delaware Valley Regional Planning Commission; now, therefore

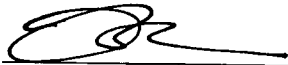
BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the grant from the Delaware Valley Regional Planning Commission in the amount of TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00).

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such Grant.

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

Date: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO, CPZBS

**TITLE OF ORDINANCE/RESOLUTION:** Resolution accepting a grant in the amount of \$24,000.00 from the Delaware Valley Regional Planning Commission for the Supportive Highway Regional Grant Program

Dr. Edward Williams, Planning and Development 7135Edwillia@ci.camden.nj.us

Point of Contact:

Name	Department-Division-Bureau	Phone	Email
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## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		8/25/23	
Supporting Department Director (if necessary)				
Director of Grants Management	Y		9/1/23	
Qualified Purchasing Agent				
Director of Finance			9/5	
Approved by: Business Administrator			9-5-23	

Attachments (list and attach all available):

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

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

Received by:

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

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

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution approving an emergency appropriation in the amount of \$24,000.00 from the Delaware Valley Regional Planning Commission for the Support Highway Regional Grant Program

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

- **Relevant facts/history. 5Ws. Include geography if applicable.** The grant from the Delaware Valley Regional Planning Commission provides funds to fund the administrative costs (transit and capital projects) for participating as a member of the commission. The City of Camden serves as a member along with counties, cities and towns from New Jersey and Pennsylvania.
- **Time constraints, if any. (Why does the Council need to act now?)** There are no current time constraints.
- **How was the value of the transaction obtained (if applicable?)** Grant Award Letter

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** ~~\$20,800.00~~ <sup>\$24,000</sup>

**IMPACT STATEMENT:**

- **What will happen if the City Council approves this legislation? or,**  
\$24,000 ~~\$20,800.00~~ will be allocated to underwrite staff costs for its participation.

- **Why Should the City Council approve this legislation?** <sup>\$24,000</sup>  
The grant funds will save the city approximately ~~20,800.00~~ in staffing costs.

- **What will happen if the City Council does not approve this legislation?**

The city will have to underwrite the costs of staff participation.

## Bureau of Grants Management Grant Summary Form

**Grant Status Code: G**  
(green - g; yellow - y; red - r)

Department: Development & Planning - Division of Planning

Grant Administrator: Edward Williams Grant Administrator #: 757-7214

Grant/Project Name:		Delaware Valley Regional Planning Commission - Supportive Regional Highway Planning Program (FY 2024)					
Grant #:		#24-61-050 (CFDA #20.205)					
City Contract Date:				City Contract #:			
Application Resolution #:				Appropriation Code :			
Funding Source:		Federal Highway Administration ~ NJ Department of Transportation					
Pass Through:	Y	N	Source:				
Amount of Grant:		\$24,000.00					
Local Match:	Y	N	Cash:			In-Kind:	
Budget Insertion Resolution # & Date:				Accepting Grant Resolution # MC:			
Term of Grant:		7/1/23 – 6/30/24		Location of Activity:			
Date of Analysis:		1-Sep-23		Reviewed By:		Kelly Mobley	

**Summary:**

30-Aug-21: The Department of Planning and Development is seeking council authorization to accept the DVRPC Supportive Highway Regional Grant and amend the approved city budget with an emergency appropriation in the amount of \$24,000. The City's has been awarded \$24,000 for the purpose of improving the efficiency of the region's transportation network by participating in sub-regional transportation planning efforts. According to the contract agreement, the City is responsible for administering, monitoring and maintaining coordination and cooperation with federal, state, regional and local agencies. (Exhibit B provides further detail regarding task)

This is a reimbursable grant. The grant will be utilized for cost associated with administrative purposes (salary, fringe, travel, materials).

**Time Lines:**

Grant requires quarterly progress reports, invoices and final reports.

**Problematic Areas/Recommendations:**



# Member Government Agreement

Amount: \$24,000

No. 24-61-050

BY AND BETWEEN  
DELAWARE VALLEY REGIONAL PLANNING COMMISSION  
AND  
CITY OF CAMDEN, NEW JERSEY

This agreement, hereinafter referred to as the AGREEMENT, made at Philadelphia, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Delaware Valley Regional Planning Commission (COMMISSION), a body politic and corporate, created and vested sovereign immunity by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall West, 8<sup>th</sup> Floor, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

AND

City of Camden, New Jersey, having its principal office at Department of Development and Planning, P.O. Box 95120, Camden, New Jersey 08101-5120, hereinafter referred to as the SUBRECIPIENT.

## WITNESSETH:

WHEREAS, the COMMISSION has entered into agreements with the New Jersey Department of Transportation, hereinafter referred to as the AGENCY, whereby the COMMISSION is to perform certain obligations under its agreements in the accomplishment of grants from the AGENCY.

WHEREAS, the SUBRECIPIENT will perform certain services through this AGREEMENT in connection with Project No. 24-61-050, "City of Camden Supportive Regional Highway

Planning Program” as part of the COMMISSION's Fiscal Year 2024 Unified Planning Work Program, which is effective July 1, 2023, hereinafter referred to as the PROJECT; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated; and

WHEREAS, consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT, provide oversight of the PROJECT and be administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

#### Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in: (1) this AGREEMENT; (2) Exhibit A, the Standard Articles of Agreement for Subrecipients; (3) Exhibit B, Scope of Services, Fiscal Year 2024 Unified Planning Work Program description entitled, “City of Camden Supportive Regional Highway Planning Program”; and (4) Exhibit C, Budget Proposal. Exhibit A, Exhibit B, and Exhibit C are attached hereto and are incorporated by reference.

1.2 During the term of this AGREEMENT, all requests to modify, change, or make an addition to the AGREEMENT shall be made in writing to the COMMISSION in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

1.3 All modifications, changes, and/or additions to this AGREEMENT shall be effectuated in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients and shall not be binding unless approved in writing by the COMMISSION.

Section 2: PROJECT Funding

2.1 The total PROJECT budget shall be Twenty-Four Thousand Dollars (\$24,000) with approved funding as follows:

Funds Provided by AGENCY: \$24,000  
SUBRECIPIENT Local Match: \$0  
**Total Amount: \$24,000**

Agency	Source of Funds	Date	Amount
New Jersey Department of Transportation	Federal Highway Administration	July 1, 2023	\$24,000
<b>Total Amount</b>			<b>\$24,000</b>

Section 3: Contract Amount and Payment Terms

3.1 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed Twenty-Four Thousand Dollars (\$24,000). Payment to the SUBRECIPIENT for work performed shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT's spending will be in accordance with the attached budget proposal, Exhibit C.

A. If SUBRECIPIENT intends to utilize any external consultant(s) to perform work in furtherance of the PROJECT, SUBRECIPIENT shall provide an anticipated cost for each external consultant in the Budget Proposal. Upon selection of any external consultant(s), SUBRECIPIENT shall notify the COMMISSION in writing indicating the selected external consultant(s) and provide a modified Budget Proposal including a separate budget proposal for the consultant(s). Upon review, the COMMISSION will provide written notification informing that the modified Budget Proposal has been approved and will be incorporated to this AGREEMENT as outlined in in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

3.3 The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

3.4 As outlined in Article 6.1 in the Standard Articles of Agreement for Subrecipients, Exhibit A, SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to [invoices@dvrpc.org](mailto:invoices@dvrpc.org).

- A. All invoices must consist of:
1. Assigned cover page with the total reimbursement request amount;
  2. Breakdown of costs as per the contract pricing proposal format with staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
  3. Receipts for Direct Expenses;
  4. Copies of all subconsultant invoices; and
  5. Progress Report for the Reporting Period.

#### Section 4: Administration of AGREEMENT

4.1 The Executive Director of the COMMISSION, or his/her designee shall be the authorized agent to act on behalf of the COMMISSION in the administration of this AGREEMENT, and shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this AGREEMENT.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this AGREEMENT and in the negotiation of matters arising out of this AGREEMENT.

#### Section 5: Time of Performance

5.1 As the PROJECT start date is July 1, 2023, the effective date of the COMMISSION's Fiscal Year 2024 Unified Planning Work Program, SUBRECIPIENT may commence work as of that date. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2024.

#### Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT inform the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.



## Section 7: Title VI Policy & Self-Certification

7.1 The COMMISSION has adopted the following policy statement as part of its Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

The COMMISSION further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that the COMMISSION distributes federal aid funds to another entity, THE COMMISSION will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds. The COMMISSION's Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

The COMMISSION acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

The COMMISSION requires verification of the compliance of SUBRECIPIENT with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance for all new contracts entered into by the COMMISSION. The COMMISSION reserves the right to conduct subsequent Title VI compliance reviews on any SUBRECIPIENT during a contract.

7.2 As part of its verification of compliance with Title VI, the COMMISSION requires the following Self-Certification. All duly authorized representatives of the SUBRECIPIENT must certify that:

A. The SUBRECIPIENT understands that compliance with Title VI of the Civil Rights Act of 1964 {42 U.S.C. 2000d}, the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.

B. During the performance of this contract, the SUBRECIPIENT, for itself, its assignees, and successors in interest, agree as follows:

1. Compliance with Regulations

The SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SUBRECIPIENT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Procurement of Materials & Equipment

In all solicitations either by competitive bidding or negotiations made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SUBRECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to appropriate federal or

state agency as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the SUBRECIPIENT noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to, withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontractor or procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SUBRECIPIENT may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States

C. The SUBRECIPIENT will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

Section 8: Special Conditions:

8.1 By executing this AGREEMENT, the SUBRECIPIENT hereby specifically agrees to Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances of Exhibit A, the Standard Articles of Agreement for Subrecipients.

8.2 Electronic, digital, or pdf signatures delivered by email shall constitute a legal and binding signature to this AGREEMENT.

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this AGREEMENT as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL  
PLANNING COMMISSION

\_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
Ariella Maron, Executive Director

Date: \_\_\_\_\_

ATTEST/WITNESS:

CITY OF CAMDEN, NEW JERSEY

\_\_\_\_\_  
Luis Pastoriza, City Clerk  
(SEAL)

By: \_\_\_\_\_  
Victor G. Carstarphen, Mayor

Date: \_\_\_\_\_

Federal Information:

Type of Grant: Department of Transportation (FHWA)  
Program: Highway Planning and Construction  
ALN: 20.205 (FHWA)  
Federal Funds: \$24,000

Exhibit A

Standard Articles of Agreement for Subrecipients



# Standard Articles of Agreement for SUBRECIPIENT

Revision Date: April 2023

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## Article 1: Responsibilities and Services of the SUBRECIPIENT

- 1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.
- 1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the AGREEMENT and Exhibit "B", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.
- 1.3 The SUBRECIPIENT hereby agrees to administer the AGREEMENT in compliance with all applicable law and in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this AGREEMENT at any particular time.
- 1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT. Although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise, the giving of such advice shall not shift the responsibility for final decisions to the COMMISSION and/or the AGENCY.
- 1.5 The SUBRECIPIENT hereby agrees to furnish its services in accordance with this AGREEMENT and all applicable professional standards. All of the services specified by this AGREEMENT shall be performed by the SUBRECIPIENT and its employees or contractor under the supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION.

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations, liabilities to any contractor or any other person not party to this AGREEMENT.

- 1.6 The personnel required to perform the services specified by this AGREEMENT shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this AGREEMENT shall be fully qualified and authorized or permitted under Federal, State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION. For any major changes in personnel including changes of personnel who are named in any grant application, the SUBRECIPIENT will submit their request in writing prior to any planned personnel changes.



1.7 The SUBRECIPIENT is required to be in compliance with the COMMISSION'S SUBRECIPIENT Monitoring Policy for risk assessment of grants to determine appropriate monitoring activities and frequency of progress report submission. The SUBRECIPIENT must complete and certify the pre-award risk assessment form, See Attachment 1. SUBRECIPIENT shall also submit summary progress reports, in accordance with the risk level assessment which will be communicated by the COMMISSION. The SUBRECIPIENT must submit progress reports, invoices, and supporting documents to the COMMISSION no later than thirty (30) days after the close of the preceding quarter unless otherwise directed. These reports shall be in narrative form, divided by tasks as specified in the Scope of Services. These reports shall include the percentage of progress for each project for the specified time period and be up-to-date. When applicable, these reports shall indicate when established goals are not met, or when a delay has occurred or is anticipated. If there are difficulties encountered, the report must include a narrative description and the SUBRECIPIENT's proposed solution(s) to the issue(s).

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this AGREEMENT, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be focused on the nature and objectives of the PROJECT, report findings and final recommendations and be in a form reasonably acceptable to the COMMISSION.

1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this AGREEMENT, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands unless COMMISSION and/or AGENCY elect otherwise. The sole legal recourse for SUBRECIPIENT lies with COMMISSION as outlined in Article 9: Disputes

and there shall be no claims, demands, or any recourse with the AGENCY or any federal agency.

- 1.11 None of the services specified by this AGREEMENT shall be subcontracted by the SUBRECIPIENT without prior approval of the COMMISSION.
- 1.12 All subcontracts entered into by the SUBRECIPIENT shall contain or otherwise reference and incorporate all of the provisions of these Standard Articles of Agreement.
- 1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third-party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved.

#### Article 2: Assignability

- 2.1 The SUBRECIPIENT shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION.

#### Article 3: Oversight

- 3.1 In order for the COMMISSION to meet its obligations to the AGENCY, COMMISSION will have general oversight over the content and technical quality of the services performed as specified by this AGREEMENT.

#### Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the PROJECT shall:

- 4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to ensure that all activities in its Program are compatible and interrelated.
- 4.2 Provide basic technical assistance to the SUBRECIPIENT required during the development of the PROJECT.
- 4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.

- 4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.
- 4.5 Conduct a review of the administration of the PROJECT, as appropriate, to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this AGREEMENT.
- 4.6 Ensure that all procedures and records will be maintained in conformance with Federal and State Audit Standards and Regulations.

#### Article 5: Changes and Amendments

- 5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this AGREEMENT and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the SUBRECIPIENT.
- 5.2 No modifications, changes, corrections, and/or additions to this AGREEMENT shall be binding unless approved in writing by an authorized representative of the COMMISSION.

The COMMISSION may issue Authorization letters or written approval for the following instances:

- (i) When the SUBRECIPIENT's request for a budget reallocation of greater than 5% of the total PROJECT costs is approved.
  - (ii) When the SUBRECIPIENT's request for a budget increase that does not exceed 5% of the total PROJECT costs.
  - (iii) When the SUBRECIPIENT's request for an extension of the completion date as outlined in Section 5: Time of Performance of the AGREEMENT is approved.
  - (iv) When the SUBRECIPIENT's request for modifications, changes and/or clarifications to the Scope of Services which do not substantively alter the PROJECT and/or services to be performed is approved.
- 5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT will require a formal AGREEMENT amendment to

increase or decrease the dollar amount, the term, or other principal provisions of this AGREEMENT.

- 5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this AGREEMENT. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.
- 5.5 Copies of either or both amendments to the AGREEMENT and letters authorizing changes will be attached to the original of this AGREEMENT and to each copy. Such letters and amendments will then become a part thereof.
- 5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the AGREEMENT number.
- 5.7 All requests along with supporting documentation for any modifications, changes, corrections, and/or additions to this AGREEMENT shall be in writing at least 45 days in advance of when the request should take effect and sent to the COMMISSION's authorized agent:

Jason Crouch  
Manager, Office of Procurement and Contracts  
Delaware Valley Regional Planning Commission  
190 N. Independence Mall West, 8th Floor  
Philadelphia, PA 19106-1520  
[jcrouch@dvrpc.org](mailto:jcrouch@dvrpc.org)

- 5.8 Written approvals may be in the form of an email, letter amendment or a formal supplement agreement which will require formal execution and will be made part of the AGREEMENT.

#### Article 6: Compensation and Method of Payment

- 6.1 SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to [invoices@dvrpc.org](mailto:invoices@dvrpc.org). Each invoice shall consist of:
  - a. A signed cover page with the total reimbursement request amount;
  - b. Breakdown of costs as per the contract pricing proposal format; Please include staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
  - c. Receipts for Direct Expenses;
  - d. Copies of all subconsultant invoices; and
  - e. Progress Report for the Reporting Period.

- 6.2 Allocability of PROJECT costs shall be in accordance with the following:
- a. The costs must be reasonable within the scope of the PROJECT.
  - b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
  - c. Such costs must be in accordance with generally accepted accounting principles (GAAP) and 2 C.F.R. 200.
  - d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
  - e. Such costs must be net costs to the SUBRECIPIENT (i.e., the price paid minus any refunds, rebates or discounts).
  - f. The SUBRECIPIENT may not delegate or transfer his responsibility for the use of the funds set forth in this AGREEMENT.
  - g. Overhead and fringe rates are final based on invoiced bills.

Costs must conform to all applicable law including Federal Regulations. Specifically, Costs must adhere to 2 C.F.R. 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For-private organizations, Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" may apply.

- 6.3 The SUBRECIPIENT shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.
- 6.4 Compensation and method of payment are subject to all special conditions set forth in the Special Conditions Section of this AGREEMENT.

#### Article 7: Termination of Agreement for Cause and/or Convenience

- 7.1 If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this AGREEMENT, the COMMISSION shall thereupon have the right to terminate this AGREEMENT.
- 7.2 The COMMISSION shall have the right to terminate this AGREEMENT for convenience whenever the COMMISSION shall determine that such termination is in the best interests of the COMMISSION.
- 7.3 This AGREEMENT shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this AGREEMENT.
- 7.4 The COMMISSION shall confirm such termination in writing. The effective date of the termination shall be the date of notification. Upon notification of

termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately.

- 7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT or their consultants shall, at the option of the COMMISSION, become the property of the COMMISSION. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- 7.6 Notwithstanding any provision to the contrary the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this AGREEMENT by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this AGREEMENT is determined.
- 7.7 Prior to termination for cause, the SUBRECIPIENT shall be provided official notice in writing and an opportunity to cure. SUBRECIPIENT shall respond within five (5) days of the date of the official notice and must include a detailed plan of action to cure the cause and/or default of any term of this AGREEMENT. SUBRECIPIENT will have ten (10) days from the date of the official notice to implement plan of corrective action.
- 7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.
- 7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this AGREEMENT. If, during the development of the PROJECT, conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination and direct the correspondence to:

Executive Director  
Delaware Valley Regional Planning Commission  
190 N. Independence Mall West, 8th Floor  
Philadelphia, PA 19106-1520

If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this AGREEMENT, the COMMISSION may enter into a termination agreement

or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this AGREEMENT, or annul the AGREEMENT pursuant to this Article.

- 7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this AGREEMENT. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

#### Article 8: Suspension of Agreement - Stop Work Orders

- 8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered suspended or stopped by the COMMISSION
- 8.2 Work stoppages may be required at the discretion of COMMISSION, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this AGREEMENT, realignment of programs, and lack of adequate funding or advancements in the state-of-the-art.
- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
  - b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.
- 8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and will be modified if appropriate in the sole discretion of the COMMISSION. Any modifications are at the discretion of the COMMISSION. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.

- 8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:
- a. cancel the stop-work order, in full or in part;
  - b. eliminate the work covered by such order; or
  - c. authorize resumption of work.
- 8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the AGREEMENT shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:
- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
  - b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.
- 8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this AGREEMENT.
- 8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.
- 8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this AGREEMENT.

#### Article 9: Disputes

- 9.1 Except as otherwise provided by law, or this AGREEMENT, any dispute arising under this AGREEMENT shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.



- 9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

#### Article 10: Arbitration

- 10.1 Any dispute between the parties to this AGREEMENT, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.
- 10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.
- 10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

#### Article 11: Federal Requirements

##### 11.1 Civil Rights Requirements

###### a. Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all SUBRECIPIENTS with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party Subrecipients at ant tier under the PROJECT with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related nondiscrimination statutes and regulations in all programs and activities. DVRPC's website, [www.dvrpc.org](http://www.dvrpc.org), may be translated into multiple languages. Publications and other public documents can be made available in alternative languages and formats, if requested. DVRPC public meetings are always held in ADA-accessible facilities, and in transit-accessible locations when possible. Auxiliary services can be provided to individuals who submit a request at least seven

days prior to a public meeting. Requests will be accommodated to the greatest extent possible. Any person who believes they have been aggrieved by an unlawful discriminatory practice by DVRPC under Title VI has a right to file a formal complaint. Any such complaint may be in writing and filed with DVRPC's Title VI Compliance Manager and/or the appropriate state or federal agency within 180 days of the alleged discriminatory occurrence. For more information on DVRPC's Title VI program or to obtain a Title VI Complaint Form, please visit: [www.dvrpc.org/GetInvolved/TitleVI](http://www.dvrpc.org/GetInvolved/TitleVI), call (215) 592-1800, or email [public\\_affairs@dvrpc.org](mailto:public_affairs@dvrpc.org).

b. Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party SUBRECIPIENTs at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e: 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. SUBRECIPIENT agrees that full consideration will be given to all eligible, qualified applicants without regard to age, ancestry, color, disability, domestic or sexual violence victim status, ethnicity, familial status, gender identity or expression, genetic information, marital status, medical condition (including pregnancy), national origin, race, religion, sex, or sexual orientation; or any other basis protected by federal, state, or local law. Minority, female, and disabled applicants are encouraged to apply.
- ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the AGREEMENT. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

c. Disadvantaged Business Enterprise (DBE) Program

- i. The SUBRECIPIENT hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding

Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 26.

- ii. The SUBRECIPIENT agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The SUBRECIPIENT agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the SUBRECIPIENT is required by AGENCY regulations to have a DBE program, the DBE program must be in compliance with COMMISSION DBE Policy. The COMMISSION DBE Policy is incorporated by reference and made a part of this AGREEMENT. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notifying the SUBRECIPIENT of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

d. Nondiscrimination on the Basis of Age

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107 and implementing regulations, which prohibit discrimination on the basis of age.

e. Access Requirements for Persons with Disabilities

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. §5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.
- ii. USDOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 CFR part 27.
- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 CFR Part 1192 and 49 CFR Part 38.
- iv. US Department of Justice regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 CFR Part 35.
- v. US Department of Justice regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities, 28 CFR Part 36.
- vi. US General Services Administration regulations, Accommodations for the Physically Handicapped, 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act, 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled, 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, Transportation for Elderly and Handicapped Persons, 49 CFR part 609.
- x. Any implementing requirements the FTA may issue.

Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

- f. Confidentiality and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

#### 11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, Political Activity of State and Local Officers or Employees, Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. No funds under this AGREEMENT shall be used for any partisan political activity or to furnish the election or defeat of any candidate for public office.

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

#### 11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

#### 11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et. seq.).

#### 11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

## 11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- b. Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties.

## 11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "A Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

## 11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

## 11.9 Comprehensive Environmental Response, Compensation, & Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§ 9601 et seq.

## 11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

## 11.11 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the regulations of the AGENCY, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this AGREEMENT.

## 11.12 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this AGREEMENT, including procurement of materials which shall be secured in compliance with 2 CFR 200, AGENCY regulations, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this AGREEMENT, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the incorporation of provisions outlined in Article 11: Federal Requirements, SUBRECIPIENT shall be required to incorporate all applicable provisions outlined in Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances.

### Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances

By executing this AGREEMENT, the SUBRECIPIENT, HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA"), and Federal Aviation Administration ("FAA"), is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

## General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the SUBRECIPIENT receives Federal financial assistance from DOT, including the FHWA, FTA, and/or FAA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the SUBRECIPIENT, so long as any portion of the program is Federally assisted.

## Specific Assurances

More specifically, and without limiting the above general Assurance, the SUBRECIPIENT agrees with and gives the following Assurances with respect to its Federally assisted activities as identified in the Unified Planning Work Program of the COMMISSION:

1. The SUBRECIPIENT agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The SUBRECIPIENT will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all activities as identified in the Unified Planning Work Program of the COMMISSION and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"SUBRECIPIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The SUBRECIPIENT will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.



4. The SUBRECIPIENT will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a SUBRECIPIENT.
5. That where the SUBRECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the SUBRECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the SUBRECIPIENT will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the SUBRECIPIENT with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the SUBRECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the SUBRECIPIENT, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the SUBRECIPIENT retains ownership or possession of the property.
9. The SUBRECIPIENT will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this AGREEMENT and agreeing to the terms of this ASSURANCE, SUBRECIPIENT also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

SUBRECIPIENT gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the COMMISSION's Unified Planning Work Program. This ASSURANCE is binding on the Commonwealth of Pennsylvania and the State of New Jersey, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the various activities as identified in the Unified Planning Work Program of the COMMISSION.

## 12.1 APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **FHWA, FTA, and/or FAA**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

2. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this

contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

3. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the SUBRECIPIENT or the **FHWA, FTA, and/or FAA**, as appropriate, and will set forth what efforts it has made to obtain the information.
4. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the SUBRECIPIENT will impose such contract sanctions as it or the **FHWA, FTA, and/or FAA** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
5. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the SUBRECIPIENT to enter into any litigation to protect the interests of the SUBRECIPIENT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 12.2 APPENDIX B

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with **(Name of Appropriate Legislative Authority)**, the Regulations for the Administration of the **COMMISSION's Unified Planning Work Program**, and the policies and procedures prescribed by the **FHWA, FTA, and/or FAA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto **SUBRECIPIENT** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto **SUBRECIPIENT** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on **SUBRECIPIENT**, its successors and assigns.

**SUBRECIPIENT**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that **SUBRECIPIENT** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [,] and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

### 12.3 APPENDIX C

#### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by **DVRPC** pursuant to the provisions of Assurance 7(a):

- A. The (*grantee, lessee, permittee, etc. as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [*in the case of deeds and leases add "as a covenant running with the land"*] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  - B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
  - C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## 12.4 APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **DVRPC** pursuant to the provisions of Assurance 7(b):

- A. The (*grantee, licensee, permittee, etc., as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (*in the case of deeds and leases add, "as a covenant running with the land"*) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (*grantee, licensee, lessee, permittee, etc.*) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.

## 12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- 12.6 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
  - The Uniform Relocation Assistance and Real Property Acquisition

- Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid SUBRECIPIENTS, and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### Article 13: Interest of Members of the COMMISSION and Others

- 13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this AGREEMENT or the proceeds thereof.

### Article 14: Interest of the SUBRECIPIENT

- 14.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this AGREEMENT. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

### Article 15: Interest of Members of Congress

- 15.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT, or to any benefit therefrom.

### Article 16: Audit and Inspection of Records

- 16.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this AGREEMENT in accordance with generally accepted accounting principles and procedures. All costs charged against this AGREEMENT shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractor to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this AGREEMENT. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this AGREEMENT, are subject to audit by the COMMISSION.
- 16.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.



- 16.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this AGREEMENT for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period.
- 16.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.
- 16.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this AGREEMENT.

#### Article 17: Identification of Documents

- 17.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or a policy of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

#### Article 18: Publicity

- 18.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION's Office of Communications and Engagement. Press release and public dissemination requests should be sent to [public\\_affairs@dvrpc.org](mailto:public_affairs@dvrpc.org). Any and all press releases shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

## Article 19: Rights in Data, Copyrights, and Disclosure

- 19.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this AGREEMENT by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any tier, purchases ownership financed under this AGREEMENT.
- 19.2 Definition. The term "data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this AGREEMENT. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.
- 19.3 Data submitted to and accepted by the COMMISSION under this AGREEMENT shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.
- 19.4 No data developed or prepared in whole or in part under this AGREEMENT shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this AGREEMENT. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.
- 19.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.
- 19.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

## Article 20: Confidentiality

- 20.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations

or things of a like nature developed or obtained in connections with performance of this AGREEMENT that are of direct interest to the COMMISSION.

- a. The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- b. When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

20.2 After the AGREEMENT period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

#### Article 21: Patent Rights

21.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or SUBRECIPIENT, in the course of, in connection with, or under the terms of this AGREEMENT, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third-party contract as described in the U. S. Department of Commerce regulations A Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements 37 C.F.R. Part 401.

#### Article 22: Invoice Forms and Payroll Records

- 22.1 Invoice forms used by the SUBRECIPIENT should be in compliance with Article 6 hereof are attached hereto. Invoices must be approved by SUBRECIPIENT project manager.
- 22.2 Payroll records submitted by the SUBRECIPIENT should agree with the total personnel cost of the invoice and be approved by the SUBRECIPIENT project manager

#### Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:

- a. been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this AGREEMENT, employed or retained or agreed to employ or retain, any firm or person;
- b. been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this AGREEMENT;
- c. acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

#### Article 24: Restrictions on Lobbying

##### 24.1 The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 25: Entire Agreement

- 25.1 The AGREEMENT Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.
- a. No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
  - b. Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

Exhibit B

Scope of Services, Fiscal Year 2024 Unified Planning Work Program Description,  
entitled "City of Camden Supportive Regional Highway Planning Program"

**PROJECT: 24-61-050 City of Camden - Supportive Regional Highway Planning Program**

---

**Responsible Agency:** City of Camden

**Program Coordinator:** Amani Bey

**Project Manager:** Patricia Elkis

**Goals:**

Improve the efficiency of the region's transportation network by participating in subregional transportation planning efforts.

**Description:**

Manage and maintain the general administration of the program and maintain coordination and cooperation with federal, state, regional, and local agencies. Maintain public participation in the transportation planning process. Identify, prioritize, and analyze a capital program of federal and state-funded transportation improvements reflecting local input and coordination with state and regional agencies. Monitor implementation of the capital improvements. Assess impact of proposed land use on transportation facilities and recommend Camden City's position on certain regional transportation improvements and programs. Maintain and update data files required for the comprehensive transportation planning effort. Monitor various transportation indicators (e.g., traffic counts and turning movements). Retrieve and disseminate information as required.

**Tasks:**

**Task I - Administration**

1. Perform general and contract administrative duties.
2. Prepare quarterly progress reports, expenditure reports, annual completion report, and participate in the development of the DVRPC Planning Work Program and Camden City SRHPP for the next fiscal year.
3. Perform public participation as appropriate.
4. Review transportation reports and correspondence and provide feedback.
5. Attend meetings, including DVRPC monthly RTC meetings, quarterly progress report meetings, Planning Work Program meetings, and special meetings as required. Present data to Camden City for its use.
6. Respond to information requests.
7. Conduct interagency liaison and coordination.
8. Attend Training Modules, Workshop, and Seminars – CEU opportunities.

**Task II - Transportation Improvement Program**

1. Monitor Federal Aid and STATE-DVRPC Program progress.
2. Maintain and inventory TIP projects and update project status. Maintain channels of communication with DVRPC, NJDOT, and the public regarding project status.
3. Participate and assist in the TIP update and maintenance processes.
4. Review and provide feedback on NJDOT Capital Program Screening Committee

(CPSC) and Capital Program Committee (CPC) project requests

5. Participate in project selection and evaluation processes, as appropriate.

**Task III – Transportation Plan Maintenance**

1. Monitor and evaluate the impact of proposed land development on existing and proposed highway and transit facilities.

2. Monitor certain state improvements.

**Task IV - Transportation Planning Data and Analysis**

1. NJDOT's Safety Voyager or NJDHTS's Numetric Crash Analysis tool. Maintain data supplied by NJDOT as a data source for transportation planning effort.

2. Maintain information on roadways and bridges, such as condition, cartway width, rights of way, age, etc.

3. Attend DVRPC IREG, future Imagery Acquisition, and other steering committee meetings.

**Products:**

1. Quarterly progress and expenditure reports.

2. Brief reports on meetings and seminars attended related to highway planning.

3. Annual completion report.

4. SRHPP for the subsequent fiscal year.

5. Adopted Transportation Improvement Program

6. City project proposals for consideration in next fiscal year's UPWP, if available.

**Beneficiaries:**

Camden City, Camden County, residents, businesses, and the region.

**Project Cost and Funding:**

<b>FY</b>	<b>Total</b>	<b>Highway PL Program</b>	<b>Transit PL Program</b>	<b>Comprehensive Planning</b>	<b>Other</b>
2023	\$24,000	\$0	\$0	\$0	\$24,000
2024	\$24,000	\$0	\$0	\$0	\$24,000

FY2024 Other Funding Details:

NJ TIP - DB #X30A - \$24,000 STBGP-PHILA



Exhibit C

Budget Proposal



DB:dh  
09-12-23

R-25

**RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF CAMDEN AND ST. JOSEPH'S CARPENTER SOCIETY IN THE  
AMOUNT OF \$300,000.00 TO SUPPORT CONSTRUCTION COSTS FOR THREE (3)  
PROPERTIES IN THE MARLTON SECTION OF EAST CAMDEN AS PART OF THE  
CARPENTER SQUARE PHASE III PROJECT**

WHEREAS, pursuant to the National Affordable Housing Act of 1990, HOME Investment Partnership Program funds are to be utilized to develop affordable housing opportunities for low and moderate income Americans; and

WHEREAS, pursuant to a request for proposal, St. Joseph's Carpenter Society, submitted a proposal to support construction cost for 238 Boyd Street, 240 Boyd Street and 255 Morse Street in the Marlton section of East Camden as a part of the Carpenter Square Phase III Project; and

WHEREAS, the construction of three (3) affordable housing units is consistent with and in furtherance of the neighborhood revitalization goals of the City of Camden; and

WHEREAS, this endeavor is an eligible activity under the HOME Investment Partnership Program and is authorized by 24 C.F.R. Section 92; and

WHEREAS, the City of Camden desires to enter into a Subrecipient Agreement with St. Joseph's Carpenter Society for an amount not to exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for the provision of said services; and

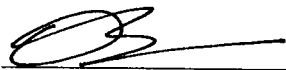
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "G-HM-M20-020" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper City Officers be and are hereby authorized to enter into a Subrecipient Agreement with St. Joseph's Carpenter Society, for the amount not to exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for the construction cost for 238 Boyd, 240 Boyd and 255 Morse Street in the Marlton section of East Camden as a part of the Carpenter Square Phase III Project.

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

Date: September 12, 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: ST JOSEPHS CARPENTERS SOCIETY

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

- BUDGET APPROPRIATION:  
AMOUNT:
- APPROPRIATION RESERVE:  
AMOUNT: \$
- DEDICATED BY RIDER:  
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT: G-HM-M20-020  
AMOUNT: \$,300,000.00
- 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: 300,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CAMDEN AND SAINT JOSEPH CARPENTER SOCIETY IN THE AMOUNT OF \$300,000.00

  
\_\_\_\_\_  
Gerald C. Seneski

*Director of Finance*

Date: 8/24/23



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM  
 CITY OF CAMDEN  
 PURCHASING BUREAU

2023 AUG 22 AM 11:55 COUNCIL MEETING DATE: SEPTEMBER 12, 2023

TO: City Council  
 FROM: Dr. Edward C. Williams, Director – Planning and Development

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing a contract between the City of Camden & St. Joseph Carpenter Society in the amount of \$300,000.00.

Point of Contact:	Tina Piliro	Planning and Development	856-757-7323	timorale@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

**ENDORSEMENTS**

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		8/22/23	for
Supporting Department Director (if necessary)	Y		8/22/23	
Director of Grants Management	Y		8/25/2023	
Qualified Purchasing Agent	Y		8/24	
Director of Finance				

Approved by:  
 Business Administrator

Signature

Date

Attachments (list and attach all available):

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

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

Received by:  
 City Attorney

Signature

Date

SEP 1 2023

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

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

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution awarding contract between the City of Camden & St. Joseph Carpenter Society in the amount of \$300,000.00.

**FACTS/BACKGROUND:**

- The RFP process was utilized and St. Joseph Carpenter Society was selected as an award recipient of the City's HOME entitlement funding.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$300,000.00

*Procurement Process - Entitlement Grant Program (NFO)*

**IMPACT STATEMENT:**

- If this request is not approved, the City of Camden will not meet HUD's required 15 percent (HOME) fund set aside for a Community Housing Development Organization (CHDO).

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- None

**COORDINATION:**

- NA

**Prepared by:**

Tina Piliro

856-757-7323

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	CHDO Agreement
Name of Vendor	St. Joseph Carpenter Society
Purpose or Need for service:	Awarding funding through the city's Entitlement grant program for the purpose of supporting construction cost only for 238 Boyd, 240 Boyd & 255 Morse Street.
Contract Award Amount	\$300,000.00
Term of Contract	6/1/2023 – 5/31/2024
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Federal HOME funds
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	RFP process was utilized and entity was selected as an award recipient of the City's HOME entitlement funding
Were other proposals received? If so, please attach the names and amounts for each proposal received?	NA

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 \_\_\_\_\_

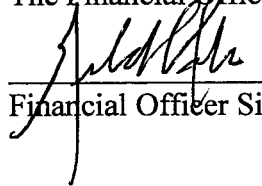
\_\_\_\_\_  
Business Administrator/Manager Signature

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.

\_\_\_\_\_ *Pending* \_\_\_\_\_ Date \_\_\_\_\_  
Certifying Officer

***For LGS use only:***

Approved  Denied

\_\_\_\_\_ Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

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

IDIS ACTIVITY #: 3961  
 REQUISITION

NO. 23-02585

SHIP TO	CAMDEN DIVISION OF HSNB SVCS ROOM 218-A CITY HALL CAMDEN, NJ 08101
VENDOR	VENDOR #: STJ02 ST JOSEPH CARPENTER SOCIETY 20 CHURCH ST CAMDEN, NJ 08105

ORDER DATE: 08/02/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2020-2021 HOME GRANT AWARD ST JOSEPH'S CARPERNTER SOCIETY WAS AWARDED \$300,000 THROUGH THE CITY'S ENTTLEMENT GRANT PROGRAM (HOME) FOR THE PURPOSE OF CONSTRUCTING THREE (3) AFFORDABLE HOUSING UNITS IN THE MARLTON SECTION OF EAST CAMDEN.  CARPENTER SQUARE PHASE III PROJECT  CONTRACT AMOUNT NOT TO EXCEED: \$300,000  RES #  RES DATE  CONTRACT #	G-HM- -M20-020	300,000.0000	300,000.00
			TOTAL	300,000.00

Approved:

Department Head

Date

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Receiver of Goods

Date

**FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU**

---

Account No: G-HM- -M20-020  
Description: ST. JOSEPH'S CARPENTERS SOCIETY      Type: Sub Account  
Starting Date: 08/02/23      Ending Date: 08/02/23      Po Transactions: Summarized  
Note: Requisitions charged to Existing Blanket PO's or Contracts do not affect balance.  
\* 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
08/02/23	RQ 23-02585 1 2020-2021 HOME GRANT AWARD Vn STJ02 ST JOSEPH CARPENTER SOCIETY	300,000.00-	300,000.00-

Range of Accounts: G-HM- -M20-020 to G-HM- -M20-020 Include Cap Accounts: Yes As Of: 08/15/23  
Current Period: 08/01/23 to 08/15/23 Skip Zero Activity: Yes

Account No	Description	Adopted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr	Modified Canceled Pd/Chrgd YTD	Balance YTD Unexpended	%Used
G-HM- -M20-020	ST. JOSEPH'S CARPENTERS SOCIETY	300,000.00	0.00	0.00	300,000.00	300,000.00	0
		0.00	0.00	0.00	0.00	300,000.00	
		0.00		0.00	0.00		
Control: NOC	Total	300,000.00	0.00	0.00	300,000.00	300,000.00	0
		0.00	0.00	0.00	0.00	300,000.00	
		0.00		0.00	0.00		
Department: M20	2020-2021 HOME ACTION PLAN Total	300,000.00	0.00	0.00	300,000.00	300,000.00	0
		0.00	0.00	0.00	0.00	300,000.00	
		0.00		0.00	0.00		
CAFR:	HOME BUDGET Total	300,000.00	0.00	0.00	300,000.00	300,000.00	0
		0.00	0.00	0.00	0.00	300,000.00	
		0.00		0.00	0.00		
Fund: HM	Budgeted Total	300,000.00	0.00	0.00	300,000.00	300,000.00	0
		0.00	0.00	0.00	0.00	300,000.00	
		0.00		0.00	0.00		
Fund: HM	Non-Budgeted Total	0.00	0.00	0.00	0.00	0.00	0
		0.00	0.00	0.00	0.00	0.00	
		0.00		0.00	0.00		
Fund: HM	Total	300,000.00	0.00	0.00	300,000.00	300,000.00	0
		0.00	0.00	0.00	0.00	300,000.00	
		0.00		0.00	0.00		
Final Budgeted		300,000.00	0.00	0.00	300,000.00	300,000.00	0
		0.00	0.00	0.00	0.00	300,000.00	
		0.00		0.00	0.00		
Final Non-Budgeted		0.00	0.00	0.00	0.00	0.00	0
		0.00	0.00	0.00	0.00	0.00	
		0.00		0.00	0.00		
Final Total		300,000.00	0.00	0.00	300,000.00	300,000.00	0
		0.00	0.00	0.00	0.00	300,000.00	
		0.00		0.00	0.00		

**Bureau of Grants Management Grant Summary Form****Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: Development & Planning - Housing ServicesGrant Administrator: Tina PiliroGrant Administrator #: 757-7323

Grant/Project Name:			St. Joseph Carpenter Society			
Grant #:			HUD FY 2020/2021 HOME Funding			
City Contract Date:						
Application Resolution #:			Appropriation Code :		<b>G-HM-M20-020</b>	
Funding Source:			Housing Entitlement Funding			
Pass Through:	Y	N	Source:	Entitlement Funding		
Amount of Grant:			<b>\$300,000.00</b>			
Local Match:	Y	N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:			
Term of Grant:			1 Year Term		Location of Activity: Camden City	
Date of Analysis:			Reviewed By:			

**Summary:**

**8/16/2023:** St. Joseph's Carpenter Society was awarded \$300,000 through the City's 2020-2021 HOME Entitlement Grant Program. This award supports construction cost associated with the Carpenter Square III Project. The new contract term is 6/1/2023 – 5/31/2024

**3/21/2023:** St. Joseph's Carpenter Society was awarded \$300,000 through the City's 2020-2021 HOME Entitlement Grant Program to support construction cost associated with the Carpenter Square III Project. This contract must be cancelled because it was issued prior to the ER being completed.


Time Lines: 12 months

**Problematic Areas/Recommendations:**

**Bureau of Grants Management Grant Summary Form**Grant Status Code: G

(green - g; yellow - y; red - r)

Department: Development and Planning (Housing Services)Grant Administrator: Tina PiliroGrant Administrator #: 757-7323

Grant/Project Name:		St. Joseph's Carpentry Society - The Carpenter Square Phase III			
Grant #:		HUD HOME funding FY 2020-2021			
City Contract Date:					
Application Resolution #:			Appropriation Code :	G-HM-M20-020	
Funding Source:		HUD HOME Funding			
Pass Through:	Y	N	Source :	City	
Amount of Grant:		\$ 300,000.00			
Local Match:	Y	N	Cash:		In-Kind:
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:		
Term of Grant:			Location of Activity:		Camden City - East Camden
Date of Analysis:	8-21-2023		Reviewed By:		Barbara Johnson 

**Summary:** The Department of Development and Planning/Housing Services is requesting a resolution authorizing a contract between the City of Camden and St. Joseph's Carpenter Society. New contract term is 6-1-2023 - 5-31-24

The Department of Development and Planning/Housing Services is requesting a resolution to cancel a contract between the City of Camden and St. Joseph Carpenter Society for project Carpenter Square III, contract # 12-20-197 in the amount of \$300,000.00. Due to a HUD monitoring we have to cancel and reissue the contract according to the HUD HOME regulations.

The Department of Development and Planning/Housing Services is requesting a resolution authorizing an amendment between the City of Camden and St. Joseph's Carpenter Society. This is amendment #1 to contract #12-20-197. This amendment is necessary to extend the term of said contract through June 30, 2024 to provide ample time for completion of the activities described under

Initial Report  Revised Report  Closing Report

**Bureau of Grants Management Grant Summary Form**

**Grant Status Code: G**

(green - g; yellow - y; red - r)

the Carpenter Square III project.

Camden City and St. Joseph Carpentry - \$300,000 – Carpenter Square III Project

**Time Lines:**

**Problematic Areas/Recommendations:**

Camden City and St. Joseph Carpentry - \$300,000 – Carpenter Square III Project

DB:dh  
09-12-23

R-26

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE CONTRACT TO CME ASSOCIATES, 1 MARKET ST., SUITE 1F, CAMDEN, NJ 08102 IN CONNECTION WITH THE 2023 SPECIAL PROJECTS COORDINATION FOR VARIOUS ROADWAY AND INFRASTRUCTURE IMPROVEMENT PROJECTS.**

WHEREAS, the City of Camden has a need to acquire services to provide coordination and management of special projects in the City of Camden; and

WHEREAS, pursuant to a Request for Proposals, the lowest, responsible proposal was submitted by CME ASSOCIATES, for an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) for period of one (1) year; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden under line item(s) "2-01-C2-886-874", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers of the City of Camden are hereby authorized to execute a contract with CME ASSOCIATES, for an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) to provide coordination and management of special projects in the City of Camden, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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

Date: September 12, 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: SEPTEMBER 12, 2023

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

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the award of a professional service contract to CME Associates, 1 Market St., Suite 1F, Camden, NJ, 08102 in connection with the 2023 Special Projects Coordination.

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

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		8/29	
Supporting Department Director (if necessary)				
Director of Grants Management	N			
Qualified Purchasing Agent	N			
Director of Finance	N			
Approved by: Business Administrator			8/29	
		Signature	Date	

Attachments (list and attach all available):

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

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

Received by: City Attorney		SEP 1 2023
	Signature	Date

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

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

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the award of a professional service contract to CME Associates, 1 Market St., Suite 1F, Camden, NJ, 08102 in connection with the 2023 Special Projects Coordination (Transportation).

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

- The selected firm shall provide professional engineering services as needed for coordination and management of special projects in the City of Camden.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$ 150,000.00

**IMPACT STATEMENT:**

- Firm shall assist in the oversight of the transportation improvements projects in the City, including road improvement program, coordination of projects and funding sources within the Department of Planning and Development, Division of Capital Improvements & Project Management, under the direction and supervision of the City Engineer.
- Project duration is one year.

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- None

**COORDINATION:**

- None

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

**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 Services
Name of Vendor	CME Associates
Purpose or Need for service:	2023 Coordination and Management of Special Projects in the City of Camden.
Contract Award Amount	\$150,000.00
Term of Contract	
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	RFP
Were other proposals received? If so, please attach the names and amounts for each proposal received?	No

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

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

\_\_\_\_\_  
Mayor's Signature\*

Date \_\_\_\_\_

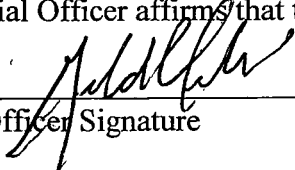
\_\_\_\_\_  
Business Administrator/Manager Signature

Date \_\_\_\_\_

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

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

\_\_\_\_\_  
Chief Financial Officer Signature



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

\_\_\_\_\_  
Certifying Officer

Date \_\_\_\_\_

**For LGS use only:**

Approved

Denied

\_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Date \_\_\_\_\_

Number Assigned \_\_\_\_\_

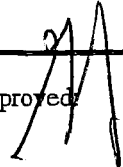
**CAMDEN CITY**  
 520 MARKET STREET  
 P O BOX 95120  
 CAMDEN, NJ 08101-5120  
 TEL (856)757-7000

REQUISITION	
NO.	23-02776

S H I P T O	PLANNING & DEVELOPMENT DIVISION OF CAPITAL IMPROVEMTS 520 MARKET ST. 3RD FL RM 325 CAMDEN, NEW JERSEY 08101
V E N D O R	VENDOR #: CME01 CME ASSOCIATES 1460 RT 9 SOUTH HOWELL,, NJ 07731

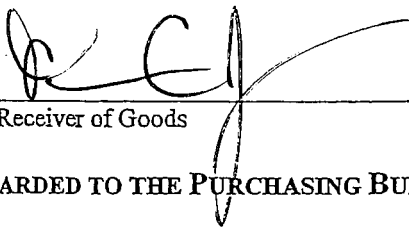
ORDER DATE: 08/28/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AWARD OF PROFESSIONAL SERVICES CONTRACT IN CONNECTION WITH 2023 SPECIAL PROJECTS COORDINATION.	2-01-C2-886-874		
			TOTAL	\$150,000.00

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 8/28/23

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU



VICTOR CARSTARPHEN  
MAYOR

DEPARTMENT OF PLANNING & DEVELOPMENT  
**CITY OF CAMDEN**  
NEW JERSEY

Division of Capital Improvements  
and Project Management  
(856) 757-7680

To: Prequalified Consultants

Kindly review the below scope of work and provide a cost proposal for professional engineering services related to the below referenced scope of work no later than August 14, 2023 @ 10:00am. The services required in this request shall be for a twelve (12) month period and shall commence from the date of issuance of Notice to Proceed for the project(s).

**Project Information**

**Special Projects Coordination**

Assist in the oversight of the City of Camden's Road Improvement Program, including coordination of projects and funding sources, including, but not limited to NJIB loans, Federal grants, State grants and City Capital funding programs within the Department of Planning and Development, Division of Capital Improvements & Project Management, under the direction and supervision of the City Engineer.

Specific tasks required under this project shall include, but not be limited to:

- a. Organization of project files as required.
- b. Gathering paperwork to advance or close construction projects under consideration.
- c. Coordination with Construction Management firm to advance or closeout projects
- d. Creation and tracking of project payment history for projects.
- e. Preparation of required documents for certification from the City Chief Financial Officer.
- f. Preparation of Payment Vouchers for reimbursement.
- g. Preparation/Review of final payments to contractors.
- h. Preparation/Review of final project change orders.
- i. Working with the City funding source (NJDOT, FHWA, NJIB, City, etc.) to determine the status of construction projects under consideration.
- j. Working with the City funding source (NJDOT, FHWA, NJIB, City, etc.) to receive final closure of construction projects under consideration.
- k. Monthly report to the City regarding status of select projects
- l. Coordination of meetings with City funding source.
- m. Preparation of meeting agenda and meeting minutes for meetings with City funding source.
- n. Working with City funding source for reimbursement.

Prospective bidders may contact the Bureau of Purchasing (Email: Lateefah Chandler at [LaChandl@ci.camden.nj.us](mailto:LaChandl@ci.camden.nj.us); 856.757.7475) or Division of Capital Improvements and Project Management, (Email: Stephanie Walker at [StWalker@ci.camden.nj.us](mailto:StWalker@ci.camden.nj.us); Tel: 856.757.7680) for additional information.

DB:dh  
09-12-23

R-27

**RESOLUTION CERTIFYING COMPLIANCE WITH REGULATIONS OF THE LOCAL FINANCE BOARD OF THE STATE OF NEW JERSEY (GOVERNING BODY CERTIFICATION OF THE 2022 AUDIT).**

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2022 has been filed by a Registered Municipal Accountant with the City of Camden pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Findings and Questioned Costs" or Findings and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Findings and Questioned Costs" or Findings and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

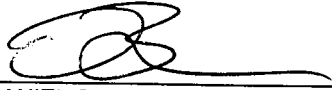
R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW THEREFORE, BE IT RESOLVED, that the Municipal Clerk of the City of Camden, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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

Date: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Gerald C. Seneski

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE 2022 AUDIT**

Point of Contact: Gerald C. Seneski      Finance      Ext-7582      GeSenesk@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	N			
Qualified Purchasing Agent	N			
Director of Finance	Y		8/24	

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

SEP 1 2023  
Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE 2022 AUDIT**

**FACTS/BACKGROUND:**

- The Finance Director / Chief Financial Officer has prepared a corrective action plan with regard to the 2022 Audit; and this corrective action plan addresses each issue raised by the Auditor in the 2022 Audit

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

**IMPACT STATEMENT:**

- What will happen if the City Council approves this legislation?
  - City council approves of the corrective action plan set forth by the CFO
- Why Should the City Council approve this legislation?
  - To correct findings stated within the 2022 Audit

**SUBJECT MATTER EXPERTS/ADVOCATES:**

Gerry C. Seneski, CFO

Prepared by: Scott Z. Parker

(856) 757-6405

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Name

Phone/Email

**RESOLUTION #**  
**APPROVING THE CORRECTIVE ACTION PLAN FOR THE 2022 AUDIT**

**WHEREAS**, the Finance Director / Chief Financial Officer has prepared a corrective action plan with regard to the 2022 Audit; and

**WHEREAS**, said corrective action plan addresses each issue raised by the Auditor in the 2022 Audit, by implementing appropriate corrective action:

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Camden, as follows:

1. That the Corrective Action Plan for the Report of Audit 2022 be and hereby is adopted in the form on file with the Clerk.
2. That the Clerk shall file a certified copy of this Resolution along with the Corrective Action Plan with the State of New Jersey, Division of Local Government.

**CITY OF CAMDEN – CORRECTIVE ACTION PLAN**  
Schedule of Findings and Questioned Costs  
For the Year Ended December 31, 2022

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***Schedule of Financial Statement Findings***

**Finding No. 2022-001**

**Criteria or Specific Requirement**

In accordance with maintaining an internal control environment that is effective in the prevention and/or identification of potential financial statement misstatements and/or misclassifications, the City should review, in a timely manner, balances contained in the general ledgers for the proper recording and/or disposition of balances.

**Condition**

During our examination of the City's general ledgers and subsidiary records of the various funds, the following were noted:

(1) in the City's federal and state grant fund, there exists several aged unexpended grant appropriated reserve balances and aged receivable balances, along with awards that have grant periods that have ended;

Context - Several aged unexpended grant appropriated reserve balances (\$3,830,213.35) and aged receivable balances (\$2,806,098.74) dated back to fiscal year 2006 through fiscal year 2018;

(2) one reserve in the City's trust - other fund was not supported by an analysis detailing the composition of the year-end balance held in trust.

Context - reserve not supported by analysis for reserve for redemption of tax title lien certificates (\$829,164.55).

**Effect or Potential Effect**

Potential errors, irregularities, and factors which could have a negative impact on the City's financial position could develop and not be detected in a timely manner to enable the City to institute prompt corrective actions.

**Cause**

The City did not reconcile, review, and monitor all such transactions and balances during the year.

**Recommendation**

That the City reconcile, review, and monitor, at the end of each month, balances contained in the general ledgers and subsidiary reports to ensure that potential errors, irregularities, and factors which could have a negative impact on the City's financial position are detected and adjusted in a timely manner.

**Corrective Action Plan**

- (1) The Financial Software account structure for Accounts Receivable has been updated to provide logical organization of accounts. Revenue reports are now presented in a simple and understandable manner to aid productive analysis. The Appropriations have been assigned account numbers that mirror their corresponding Accounts Receivable, currently in an Excel format. These accounts will be assigned in the Financial Software before August 31. At that point the System will enable proper analysis of account balances so that prior grant awards can be properly disposed. Corrective Action is currently in process and will be completely resolved by the CFO (Gerald Seneski) before September 30, with Council action approving disposition at their October meeting.
- (2) The Trust Fund balance for Tax Lien redemptions is currently being researched by the Tax Collector (Michelle Hill-Norman) and the CFO (Gerald Seneski). Corrective Action will be completed before year-end 2023.

**CITY OF CAMDEN – CORRECTIVE ACTION PLAN**  
Schedule of Findings and Questioned Costs  
For the Year Ended December 31, 2022

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**Finding No. 2022-002**

**Criteria or Specific Requirement**

In accordance with requirements promulgated by the State of New Jersey, Division of Local Government Services, capital ordinances with cash deficits in excess of five years old should be financed by the issuance of bonds and / or notes, or be funded by a budget appropriation.

**Condition**

At December 31, 2022, there exist ordinances in the City's water utility capital fund and sewer utility capital fund with cash deficits in excess of five years old.

Context - There exist cash deficits in excess of five years old in the amounts of \$2,262,085.32 and \$253,590.70 in the City's water utility capital fund and sewer utility capital fund, respectively.

**Effect or Potential Effect**

By not providing timely funding for capital ordinances, the City could experience difficulties with cash flow as a result of cash being utilized from other sources to pay for capital expenditures.

**Cause**

The City has not provided the necessary funding within five years of the date in which such capital ordinances were adopted.

**Recommendation**

That the City seek the necessary funding, either through the issuance of bonds, notes, or budget appropriation, for capital ordinances with cash deficits in excess of five years old.

**Corrective Action Plan**

The CFO (Gerald Seneski) has developed a Financing plan where these deficits could be eliminated within the next 7 years. However, a budget plan is not a permanent document that can be relied upon as other fiscal needs can become a higher priority.

In order to compel compliance with a formal financing plan. The CFO (Gerald Seneski) has vetted a plan through Bond Counsel and Financial Advisor where the City's Current Operating Fund will invest in Market Rate debt of the Water and Sewer Funds. The Water and Sewer Funds will then be legally bound to make annual Principal and Interest payments to the Current Fund. This plan has been incorporated into the Water and Sewer rate study projections as necessary Water/Sewer costs. The Financing Plan will be presented to Council for approval at their October meeting.

**CITY OF CAMDEN – CORRECTIVE ACTION PLAN**  
Schedule of Findings and Questioned Costs  
For the Year Ended December 31, 2022

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**Finding No. 2022-003**

**Criteria or Specific Requirement**

Pursuant to N.J.A.C. 5:30-6.1, uniform accounting system for local units, the *Requirements of Audit* have been promulgated to govern the accounting basis for municipalities. In addition, pursuant to N.J.A.C. 5:30-5.7, all local units must maintain a general ledger accounting system that provides for the immediate and current identification of its assets, liabilities, revenues, expenditures, and fund balance. The general ledger together with the books of original entry, and supporting subsidiary ledgers, constitute a complete accounting system.

**Condition**

The monthly and year-to-date reporting data provided by the third-party service organization are not prepared in accordance with the *Requirements of Audit*. The City does not have policies and procedures in place to review and reconcile subsequent reclassifications of transactions made by the third-party service organization.

Context - There were material reclassifications of various transactions (i.e. receipts, cancellations, etc.) made by the third-party service organization subsequent to the City reconciling year-to-date data. In addition, when comparing some of the activity recorded on the third-party service organization's reporting data to the City's accounting reports, immaterial variances were noted. Consequently, immaterial unknown activity was recorded in the financial statements for water cancellations and sewer added rents in the amounts of \$10,351.28 and \$43,131.36, respectively.

**Effect or Potential Effect**

The City is not in compliance with rules and regulations as mandated by State administrative codes governing the general ledger accounting system. The financial statements are not prepared in accordance with the *Requirements of Audit*.

**Cause**

The City does not have policies and procedures in place to review and reconcile subsequent reclassifications of transactions made by the third-party service organization to the City's general ledgers.

**Recommendation**

That the City establish policies and procedures to ensure that all water and sewer utility transactions administered by the third-party service organization are accurately recorded, that such transactions be reflected in the City's general ledger to ensure proper financial statement presentation, and that the financial statements be prepared in accordance with the *Requirements of Audit*.

**Corrective Action Plan**

Water and Sewer Receivable postings by our contracted vendor are not completely consistent with NJ reporting requirements. Also, certain adjustments are not clearly communicated. Significant Audit time was needed to work out reporting differences, which ultimately were resolved. Our contract vendor has modified their reports and process resolving this issue as we moved forward with the second half of 2023. Even though resolved, the point that corrective action was consummated by the audit team means a comment was still necessary. This comment should not be repeated in the 2023 audit.

**CITY OF CAMDEN – CORRECTIVE ACTION PLAN**  
Schedule of Findings and Questioned Costs  
For the Year Ended December 31, 2022

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**Finding No. 2022-004**

**Criteria or Specific Requirement**

In accordance with maintaining an internal control environment that is effective in the prevention and / or identification of potential financial statement misstatement and / or misclassification, the City should review, in a timely manner, balances contained in the general ledgers for the proper and accurate recording.

**Condition**

The U.S. Department of Housing and Urban Development program receivable balances were not reconciled to the applicable reserves on a monthly basis. In addition, the various grant amounts awarded to the City during the year ended December 31, 2022 were not recorded for the correct amount in the general ledger. Lastly, the subsidiary ledger for the various reserve balances did not agree to the balances in the City's general ledger.

**Context**

- Unexplained variances when comparing the receivable balances to the related reserve balances were \$156,599.47;
- grant awards recorded in the general ledger with a variance totaling \$130,638.00; and
- unexplained variances when comparing reserve balances per subsidiary ledgers to those balances recorded in the general ledger were \$4,938,232.35.

**Effect or Potential Effect**

Potential errors, irregularities, and factors which could have a negative impact on the City's financial position could develop and not be detected in a timely manner to enable the City to institute prompt corrective actions.

**Cause**

The City does not have policies and procedures in place to ensure, on a monthly basis, that all grant related transactions are being recorded in the general ledger and reconciled to the reporting of the City's grant administration.

**Recommendation**

That the City establish policies and procedures to ensure that all grant related transactions are accurately recorded in the City's general ledger and reconciled to the reporting of the City's grant administration.

**Corrective Action Plan**

This Audit Finding is essentially the same as finding 2022-001 above, except that this finding reflects HUD Grant programs recorded in a separate Trust Fund rather than in the Grant Fund. As such, corrective action is essentially the same, with certain nuances pertaining to HUD programs.

As with the Grant Fund, there will be a complete restructuring of the chart of accounts for all HUD Appropriations and Revenues to provide logical organization of accounts necessary to perform simple and understandable analysis. This process will require research beyond what is required for the general grants cited in 2022-001, partly a result of the nature of the HUD programs but more in line with the failure to properly organize HUD programs in the past.

The CFO (Gerald Seneski) will work with the Grant Coordinator (Kelly Mobley) to complete this corrective action before September 30, with Council action approving dispositions, if or as needed, at their October meeting.

**CITY OF CAMDEN – CORRECTIVE ACTION PLAN**  
Schedule of Findings and Questioned Costs  
For the Year Ended December 31, 2022

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***Schedule of Federal Award Findings and Questioned Costs***

This section identifies the significant deficiencies, material weaknesses, material instances of noncompliance, including questioned costs, and significant instances of abuse related to the audit of major Federal programs, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

None.

***Schedule of State Financial Assistance Findings and Questioned Costs***

This section identifies the significant deficiencies, material weaknesses, material instances of noncompliance, including questioned costs, and significant instances of abuse related to the audit of major State programs, as required by State of New Jersey Circular 15-08-OMB.

None.



DB:dh  
09-12-23

R-28

**RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE  
2022 AUDIT**

WHEREAS, the Director of the Division of Local Government Services has formally directed all municipalities to adopt a Corrective Action Plan as part of their annual municipal audit process; and

WHEREAS, this Corrective Plan shall be submitted to the Director of Local Government Services upon adoption by the City Council of the City of Camden and shall be kept on file with the Municipal Clerk's Office; and

WHEREAS, the Corrective Action Plan shall cover all audit findings and recommendations, and be prepared in accordance with Local Finance Notice CFO-97-16; and

WHEREAS, the Finance Director / Chief Financial Officer has prepared a corrective action plan with regard to the 2022 Audit; and

WHEREAS, said corrective action plan addresses each issue raised by the Auditor in the 2022 Audit, now, therefore

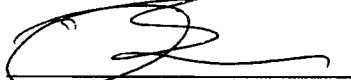
BE IT RESOLVED, by the City Council of the City of Camden that it hereby approves and accepts the attached Corrective Action Plan for the CY 2021 Annual Municipal Audit, dated December 31, 2022, which is incorporated by reference thereto as if fully set forth herein.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution and the Corrective Action Plan for the CY 2022 Annual Municipal Audit shall be filed with the Division of Local Government Services and the Municipal Clerk's Office.

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

Date: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Gerald C. Seneski

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION CERTIFYING COMPLIANCE WITH REGULATIONS OF THE LOCAL FINANCE BOARD OF THE STATE OF NEW JERSEY (GOVERNING BODY CERTIFICATION OF THE 2022 AUDIT)**

Point of Contact:	Gerald C. Seneski	Finance	Ext-7582	GeSenesk@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	N			
Qualified Purchasing Agent	N			
Director of Finance	Y		8/24	

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

SEP 1 2023

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION CERTIFYING COMPLIANCE WITH REGULATIONS OF THE LOCAL FINANCE BOARD OF THE STATE OF NEW JERSEY (GOVERNING BODY CERTIFICATION OF THE 2022 AUDIT)"**

### **FACTS/BACKGROUND:**

- Local Finance Board has promulgated NJAC 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations

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

### **IMPACT STATEMENT:**

- What will happen if the City Council approves this legislation?
  - Approving this legislation certifies members of the governing body have personally reviewed the Annual Report of Audit
- Why Should the City Council approve this legislation?
  - To comply with NJAC 5:30-6.5

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

Prepared by: Scott Z. Parker

(856) 757-6405

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Name

Phone/Email

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT  
GROUP AFFIDAVIT FORM  
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY  
CITY OF CAMDEN

We, members of the governing body of the City Council of the City of Camden, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the City Council of the City of Camden;
2. In the performance of our duties, and pursuant to NJAC 5:30-6.5, we have familiarized ourselves with the contents of the Annual County Audit filed with the Clerk of the Board pursuant to NJSA 40A:5-6 for the year 2022;
3. We certify that we have personally reviewed and are familiar with, at a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____

Sworn to and subscribed before me this  
13<sup>th</sup> day of September 2023  
Notary Public of New Jersey

\_\_\_\_\_  
Municipal Clerk

-----  
The Municipal Clerk shall set forth the reason for the absence of signature of any members of the governing body.

R-29

DB:dh  
09-12-23

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT PURSUANT TO N.J.S.A. 40A:4-87 IN THE AMOUNT OF \$200,000 FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FOR A SUB-GRANT ENTITLED "BROWNFIELD REVOLVING LOAN FUNDS" FOR THE KNOX MEADOWS II 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 an amount equal 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 Brownfields Revolving Loan Fund Sub-grant grant to the City for the Knox Meadow II Site in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) after the adoption of the 2023 Budget; and

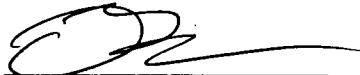
WHEREAS, pursuant to N.J.S.A. 40A:4-87 the Director may approve the insertion of the 2022 Brownfields Revolving Loan Fund Sub-grant award as a special item of revenue in the 2023 budget; now, therefore

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 TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), 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: September 12, 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: SEPTEMBER 12, 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 \$200,000 from US Environmental Protection Agency, passed through the Camden Redevelopment Agency for a sub-grant entitled "Brownfield Revolving Loan Fund – Knox Meadows II Site

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		8/24	

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

SEP 1 2023

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing a Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$200,000 from US Environmental Protection Agency, passed through the Camden Redevelopment Agency for a sub-grant entitled "Brownfield Revolving Loan Fund – Knox Meadows II Site**

### FACTS/BACKGROUND:

(Executive level details. Short concise bullets)

The Project Site is in part the former Knox Gelatin Facility and located directly south of the planned North Camden Waterfront Park (Sadler's Park). The Project Site is about 5.8 acres, vacant with exposed building foundations. It is currently an active case with the NJ DEP and US EPA.

- CRA, as part of its redevelopment responsibilities, manages the City's Brownfield Program, including the brownfield planning activities, applying for and managing grants for brownfield investigation and remediation, and contracting for associated professional services and remediation activities.
- The City entered into a Shared Services Agreement ("Agreement") with the CRA for the oversight of a \$200,000 US EPA Brownfields "Site Specific Cleanup Grant for the Project Site authorized by Resolution #R-42 (MC-18:6380) adopted on June 12, 2018. By Resolution #R-S (MC-20:7619), the Agreement was amended to extend the term of the Agreement to September 20, 2023 (Amendment #1).
- An engineer's estimate for remedial actions required is \$1,536,612.00. The CRA was awarded NJ DEP Hazardous Discharge Site Remediation Program (HDSRF) Program Funds for additional assessment and investigation (\$103,825.00) and a grant for site remediation (\$1,136,612.00).
- The CRA has awarded the City a \$200,000 US EPA Brownfields Revolving Loan Fund Sub grant to fund a portion of the environmental clean-up activities. The Sub grant together with the US EPA Site Specific Grant will serve to meet the 25% match-funding requirement for use of the HSDRF
- Remediation grant funds.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$200,000**

### IMPACT STATEMENT:

- The Project Site is located directly south of the planned North Camden Waterfront Park (Sadler's Park) and its remediation and redevelopment will meet in part the City's demand for new residential housing.

The site is zoned for residential use and the use identified in the North Camden Neighborhood

Plan. 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



DB:dh  
09-12-23

R-30

**RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH THE INTERNAL REVENUE SERVICE REGARDING FILING FORM 1099 FOR THE 2017 TAX YEAR**

WHEREAS, Internal Revenue Service (IRS) Regulations require electronic filing of all IRS Form 1099 by January 31 of the subsequent tax year; and

WHEREAS, IRS filing regulations preceding the change to digital required paper filing of all IRS Form 1099 by February 28 of the subsequent tax year; and

WHEREAS, for the 2017 tax year filed in 2018, the City's Finance Department properly filed digital 1099 Forms but followed the prior regulation's deadline by filing digital forms subsequent to the current January 31 deadline but in advance of the prior February 28 deadline; and

WHEREAS, on August 5, 2019 the IRS assessed a late filing fee of \$19,100 for filing 382 Form 1099 for 2017 ( $382 \times \$50 = \$19,100$ ); and

WHEREAS, interest costs totaling \$1,645.64 has been added to the filing fee to cover the period through October 5, 2023; and

WHEREAS, there has been no determination made to date for tax years 2018 through 2022, although the Internal Revenue Service has not assessed a late filing fee to date for those subsequent filings; now, therefore

BE IT RESOLVED by the City Council of the City of Camden, New Jersey, that the City agree to the terms of the Internal Revenue Service.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is hereby authorized to make \$20,745.64 payment to the Internal Revenue Service for the 2017 late filing fee, including interest through October 5, 2023.

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

Dated: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Gerald C. Seneski

1. **TITLE OF ORDINANCE/RESOLUTION: RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH THE INTERNAL REVENUE SERVICE REGARDING FILING FORM 1099 FOR THE 2017 TAX YEAR**

Point of Contact:	Gerald Seneski	Finance	856-757-7582	GeSensk@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	N			
Qualified Purchasing Agent	N			
Director of Finance	Y		8/24/23	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

### IRS Notice

*"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

SEP 1 2023

Date

## EXECUTIVE SUMMARY

### **TITLE OF ORDINANCE/RESOLUTION: RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH THE INTERNAL REVENUE SERVICE REGARDING FILING FORM 1099 FOR THE 2017 TAX YEAR**

#### **FACTS/BACKGROUND:**

Internal Revenue Service (IRS) Regulations require electronic filing of all IRS Form 1099 by January 31 of the subsequent tax year. IRS filing regulations preceding the change to digital required paper filing of all IRS Form 1099 by February 28 of the subsequent tax year. For the 2017 tax year filed in 2018, the City's Finance Department properly filed digital 1099 Forms but followed the prior regulation's deadline by filing digital forms subsequent to the current January 31 deadline but in advance of the prior February 28 deadline. on August 5, 2019 the IRS assessed a late filing fee of \$19,100 for filing 382 Form 1099 for 2017 (382 x \$50 = \$19,100) interest costs totaling \$1,645.64 has been added to the filing fee to cover the period through October 5, 2023

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$20,764.64**

#### **IMPACT STATEMENT:**

- What will happen if the City Council approves this legislation? or,  
**The Settlement with the IRS would be paid.**
- Why Should the City Council approve this legislation?  
**To avoid more interest being added to the settlement**

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

- Gerald C. Seneski , CFO

#### **Prepared by:**

---

<b>Scott Parker</b>		<b>scparker@ci.camden.nj.us</b>
Name	Phone	Email

**RESOLUTION APPROVING A SETTLEMENT  
AGREEMENT WITH THE INTERNAL REVENUE  
SERVICE REGARDING FILING FORM 1099 FOR  
THE 2017 TAX YEAR**

**WHEREAS**, Internal Revenue Service (IRS) Regulations require electronic filing of all IRS Form 1099 by January 31 of the subsequent tax year; and

**WHEREAS**, IRS filing regulations preceding the change to digital required paper filing of all IRS Form 1099 by February 28 of the subsequent tax year; and

**WHEREAS**, for the 2017 tax year filed in 2018, the City's Finance Department properly filed digital 1099 Forms but followed the prior regulation's deadline by filing digital forms subsequent to the current January 31 deadline but in advance of the prior February 28 deadline; and

**WHEREAS**, on August 5, 2019 the IRS assessed a late filing fee of \$19,100 for filing 382 Form 1099 for 2017 ( $382 \times \$50 = \$19,100$ ); and

**WHEREAS**, interest costs totaling \$1,645.64 has been added to the filing fee to cover the period through October 5, 2023; and

**WHEREAS**, there has been no determination made to date for tax years 2018 through 2022, although the Internal Revenue Service has not assessed a late filing fee to date for those subsequent filings.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Camden, New Jersey, that the City agree to the terms of the Internal Revenue Service; and

**BE IT FURTHER RESOLVED**, that the Chief Financial Officer is hereby authorized to make \$20,745.64 payment to the Internal Revenue Service for the 2017 late filing fee, including interest through October 5, 2023

**CITY OF CAMDEN  
ATTN. GERALD SENESKI  
520 MARKET RM 213  
CAMDEN, NJ 08102-1300**

**RECREATE 972CG NOTICE 2017  
IM560857**

PHILADELPHIA, PA 19255-0633

IF YOU WRITE OR  
CALL US, REFER TO  
THIS INFORMATION:

NOTICE NUMBER: 972CG  
BOD CODE: TE2  
DATE OF THIS NOTICE:  
08/05/2019  
TAXPAYER IDENTIFICATION  
NUMBER: 21-6000418  
FORM: CVL PEN  
TAX PERIOD: 201712  
PENALTY REFERENCE  
CODE: 500

CITY OF CAMDEN  
C/O PAYROLL DEPARTMENT  
RM 213 CITY HALL BROADWA  
CAMDEN, NJ 08101

FOR INFORMATION,  
PLEASE CALL:  
1-866-455-7438

A PENALTY IS PROPOSED FOR YOUR 2017 INFORMATION RETURNS

ACTION REQUIRED

OUR RECORDS SHOW THAT YOU DIDN'T FILE CERTAIN INFORMATION RETURNS CORRECTLY AS REQUIRED BY INTERNAL REVENUE CODE (IRC) SECTION 6721 FOR THE TAX PERIOD SHOWN ABOVE. THE LAW ALLOWS FOR A PENALTY FOR FILING INFORMATION RETURNS INCORRECTLY. A PENALTY IS PROPOSED IN THE AMOUNT OF \$19,100.00. INTEREST ON THIS PENALTY WILL NOT BE CHARGED UNTIL AFTER YOU RECEIVE A BILL.

PLEASE READ THIS NOTICE CAREFULLY. IT EXPLAINS THE PROPOSED PENALTY AND WHAT YOU SHOULD DO IF YOU AGREE OR DISAGREE WITH THE PROPOSAL. THIS PENALTY WILL BE CHARGED IF YOU DON'T RESPOND TO THIS NOTICE. THE PROPOSED PENALTY IS EXPLAINED UNDER THE "EXPLANATION OF PENALTY" SECTION.

HOW YOU SHOULD RESPOND TO THIS NOTICE

PLEASE REVIEW YOUR RECORDS RELATED TO FILING THE RETURNS LISTED ON PAGE 2.

-- IF YOU AGREE TO THE FULL AMOUNT OF THE PROPOSED PENALTY, DO ALL OF THE FOLLOWING:

1. CHECK BOX (A) ON THE RESPONSE PAGE OF THIS NOTICE.
2. SIGN AND DATE THE CONSENT OF PENALTY ASSESSMENT.
3. ENCLOSE YOUR PAYMENT IN FULL. MAKE YOUR CHECK OR MONEY ORDER PAYABLE TO THE UNITED STATES TREASURY.
4. ENCLOSE THE APPROPRIATE MAILING STUB TO INDICATE WHETHER A PAYMENT IS INCLUDED.
5. ENSURE THE ADDRESS ON THE STUB APPEARS IN THE ENVELOPE WINDOW.

--- IF YOU DON'T AGREE WITH ALL OR PART OF OUR FINDINGS OR BELIEVE YOU HAVE A REASON ALL OR PART OF THIS PENALTY SHOULD NOT BE CHARGED, DO ALL OF THE FOLLOWING:

1. CHECK BOX (B) OR (C) ON THE RESPONSE PAGE OF THIS NOTICE.
2. ENCLOSE A SIGNED STATEMENT EXPLAINING WHY YOU DISAGREE.
3. INCLUDE ANY SUPPORTING DOCUMENTS YOU WISH TO HAVE CONSIDERED.
4. IF YOU AGREE TO PART OF THE PENALTY, ENCLOSE YOUR PAYMENT. MAKE YOUR CHECK OR MONEY ORDER PAYABLE TO THE UNITED STATES TREASURY.
5. ENCLOSE THE APPROPRIATE MAILING STUB TO INDICATE WHETHER A PAYMENT IS INCLUDED.
6. RETURN THE RESPONSE PAGE OF THIS NOTICE WITH YOUR STATEMENT AND DOCUMENTS IN THE ENCLOSED ENVELOPE (ENSURE THE ADDRESS APPEARS IN THE ENVELOPE WINDOW). PLEASE INCLUDE A TELEPHONE NUMBER, INCLUDING THE AREA CODE, AND THE BEST TIME TO CALL.

IT'S IMPORTANT THAT YOUR COMPLETED RESPONSE BE RECEIVED WITHIN 45 DAYS FROM THE DATE OF THIS NOTICE. YOU HAVE 60 DAYS TO RESPOND IF YOU LIVE OUTSIDE THE UNITED STATES. IF YOU DO NOT RESPOND WITHIN THIS PERIOD, YOU WILL RECEIVE A BILL CALLED "NOTICE OF PENALTY CHARGE" FOR THE AMOUNT OF THE PROPOSED PENALTY. INTEREST WILL BE CHARGED FROM THE DATE OF THE "NOTICE OF PENALTY CHARGE" TO THE DATE PAYMENT IS RECEIVED IN FULL.

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, YOU MAY WRITE TO THE RETURN ADDRESS ON THIS NOTICE. IF YOU PREFER, YOU MAY CALL THE TELEPHONE NUMBER SHOWN ABOVE FOR GENERAL INFORMATION ABOUT THIS NOTICE. HOWEVER, THE OFFICE AT THE ADDRESS SHOWN ON THIS NOTICE IS MOST FAMILIAR WITH YOUR CASE.

A PENALTY IS PROPOSED BASED ON HOW YOU FILED THE FOLLOWING INFORMATION RETURNS. THE EXPLANATION OF THE PENALTY FOLLOWS THE LIST OF INFORMATION RETURNS. THE PAGE TITLED "SUMMARY OF PROPOSED PENALTY" SHOWS YOU THE TOTAL NUMBER OF RETURNS FOR WHICH A PENALTY IS PROPOSED.

CAMDEN CITY  
520 MARKET STREET  
CAMDEN, NJ 08101-5120

FORM 1099-MISC NEC RECEIVED: 02/26/2018  
ORIGINAL RETURNS: 382  
AMENDED RETURNS: 0  
HOW RECEIVED: ELECTRONIC  
TRANSMITTER CONTROL CODE: 19P58

PROPOSED PENALTY TYPE: LATE FILING

EXPLANATION OF PENALTY

500

A PENALTY IS PROPOSED FOR EACH INFORMATION RETURN DOCUMENT THAT YOU DIDN'T FILE CORRECTLY BY THE DUE DATE (INCLUDING EXTENSIONS). THIS PENALTY MAY ALSO APPLY IF TIMELY FILED RETURNS WERE SENT BACK TO YOU FOR CHANGES AND YOU DIDN'T RETURN THEM TO US IN THE TIME REQUESTED.

THE PENALTY IS:

- \$50 FOR EACH RETURN FILED WITHIN 30 DAYS AFTER THE DUE DATE, UP TO A MAXIMUM OF \$536,000 PER YEAR (\$187,500 FOR SMALL BUSINESSES AS DEFINED BELOW),
- \$100 FOR EACH RETURN FILED MORE THAN 30 DAYS AFTER THE DUE DATE BUT BY AUGUST 1, UP TO A MAXIMUM OF \$1,609,000 PER YEAR (\$536,000 FOR SMALL BUSINESSES), OR
- \$260 FOR EACH RETURN FILED AFTER AUGUST 1.

THE MAXIMUM PENALTY CHARGE IS \$260 PER INFORMATION RETURN, UP TO \$3,218,500 PER YEAR (\$1,072,500 FOR SMALL BUSINESSES). THERE IS NO MAXIMUM LIMITATION FOR INTENTIONAL DISREGARD.

LOWER PENALTY FOR SMALL BUSINESSES

THE LOWER MAXIMUM PENALTIES STATED ABOVE FOR SMALL BUSINESSES APPLY IF A BUSINESS HAD AVERAGE GROSS RECEIPTS OF \$5 MILLION OR LESS FOR THE THREE MOST RECENT TAX YEARS (OR TIME IN BUSINESS, IF SHORTER) ENDING BEFORE THE CALENDAR YEAR THE INFORMATION RETURNS WERE DUE. FOR EXAMPLE, IF YOU WERE CHARGED A PENALTY FOR 2017 INFORMATION RETURNS DUE IN 2018, THE THREE MOST RECENT TAX YEARS ARE 2015, 2016, AND 2017. IF THE PENALTY ON THE NOTICE YOU RECEIVED IS MORE THAN THE MAXIMUM PENALTY FOR SMALL BUSINESSES, THE PENALTY MAY BE REDUCED BASED ON EVIDENCE YOU GIVE THAT YOU'RE A SMALL BUSINESS.

SUMMARY OF PROPOSED PENALTY

THE SUMMARY ON THE FOLLOWING PAGE SHOWS THE INFORMATION RETURNS FOR WHICH A PENALTY IS PROPOSED AND THE AMOUNT OF PENALTY FOR EACH PENALTY TYPE. THE AMOUNT OF THE PROPOSED PENALTY MAY BE LOWER THAN THE ACTUAL PENALTY AMOUNT DUE TO THE DOLLAR LIMITATIONS IMPOSED UNDER IRC 6721.

PROPOSED PENALTY AMOUNT: \$19,100

PROPOSED PENALTY AMOUNT -- THIS AMOUNT MAY BE LESS THAN THE TOTAL OF THE INDIVIDUAL PENALTY AMOUNTS SHOWN ABOVE IF MORE THAN ONE TYPE OF PENALTY APPLIES TO ANY OF THE RETURNS FILED. FOR EXAMPLE, IF YOU FILED A RETURN LATE AND WITH A MISSING TAXPAYER IDENTIFICATION NUMBER, THE RETURNS WILL BE SHOWN IN BOTH PENALTY COLUMNS. HOWEVER, THE MAXIMUM CHARGE IS \$260 FOR THAT RETURN.

LATE FILING PENALTY -- THIS PENALTY APPLIES TO RETURNS FILED AFTER THE DUE DATE. IT MAY ALSO APPLY TO RETURNS FILED BY THE DUE DATE BUT NOT FILED CORRECTLY.

ELECTRONIC MEDIA PENALTY -- THIS PENALTY APPLIES TO THE NUMBER OF PAPER RETURNS OVER 250 THAT YOU FILED.

NOTE: FINANCIAL INSTITUTIONS MUST FILE ALL FORM 1042-S DOCUMENTS ELECTRONICALLY.

INCORRECT TIN -- THIS PENALTY APPLIES TO RETURNS FILED WITH A MISSING OR INCORRECT TAXPAYER IDENTIFICATION NUMBER.



PENALTY TYPE	TIN	ELECTRONIC	LATE			TOTALS
			TIER 1	TIER 2	TIER 3	
1099-MISC	0	0	382	0	0	382
NO. OF PENALTIES	0	0	382	0	0	
X	\$260	\$.260	\$50	\$100	\$260	TOTALS
GROSS PEN.	\$0	\$0	\$19,100	\$0	\$0	\$19,100
MINUS DUPS	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$19,100	\$0	\$0	\$19,100
TIER CAP LIMITATION	\$0	\$0	\$19,100	\$0	\$0	\$19,100
TOTAL PROPOSED PENALTY-----						\$19,100

RESPONSE TO PROPOSED PENALTY FOR YOUR TAX YEAR 2017 INFORMATION RETURNS

PLEASE CHECK THE BOX THAT APPLIES TO YOU AND RETURN THIS PAGE IN THE ENCLOSED ENVELOPE. PLEASE REMEMBER TO INCLUDE THE APPROPRIATE MAILING STUB AND INSERT IT IN THE ENCLOSED ENVELOPE SO THE ADDRESS APPEARS IN THE ENVELOPE WINDOW.

PLEASE CHECK ONLY ONE BOX:

- ( ) (A) TOTAL AGREEMENT WITH THE PROPOSED PENALTY - I CONSENT TO THE IMMEDIATE ASSESSMENT AND COLLECTION OF THE PENALTY AMOUNT SHOWN IN THIS NOTICE, PLUS ANY APPLICABLE INTEREST.  
I HAVE ( ) HAVE NOT ( ) ENCLOSED A PAYMENT.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

- ( ) (B) PARTIAL AGREEMENT WITH THE PROPOSED PENALTY - I AGREE WITH PART OF THE PROPOSED PENALTY SHOWN IN THIS NOTICE. I HAVE ATTACHED A SIGNED STATEMENT AND SUPPORTING DOCUMENTS EXPLAINING WHICH ITEMS I DISAGREE WITH AND WHY I DISAGREE, OR WHY I FEEL YOU SHOULDN'T CHARGE PART OF THE PROPOSED PENALTY.  
I HAVE ( ) HAVE NOT ( ) ENCLOSED A PAYMENT.

- ( ) (C) TOTAL DISAGREEMENT WITH THE PROPOSED PENALTY - I DISAGREE WITH THE ENTIRE PROPOSED PENALTY SHOWN IN THIS NOTICE. I'VE ATTACHED A SIGNED STATEMENT AND SUPPORTING DOCUMENTS EXPLAINING WHY THE PROPOSED PENALTY IS INCORRECT, OR AN ACCEPTABLE REASON WHY YOU SHOULDN'T CHARGE THIS PROPOSED PENALTY.

TELEPHONE NUMBER: ( ) \_\_\_\_\_ BEST HOURS TO CALL: \_\_\_\_\_  
(INCLUDE AREA CODE)

\_\_\_\_\_  
PLEASE DO NOT DETACH



DB  
09-12-23

R-31

**RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT EXCEEDING \$13,750,000 BONDS OF THE CITY OF CAMDEN, IN THE COUNTY OF CAMDEN, NEW JERSEY, AND PROVIDING FOR THEIR SALE TO THE NEW JERSEY INFRASTRUCTURE BANK AND THE STATE OF NEW JERSEY AND FURTHER AUTHORIZING THE EXECUTION OF VARIOUS AGREEMENTS, ALL PURSUANT TO THE NEW JERSEY WATER BANK**

WHEREAS, the CITY OF CAMDEN, in the County of Camden, New Jersey (the "Local Unit"), has determined that there exists a need within the Local Unit to acquire, construct, renovate or install a project consisting of the rehabilitation of 13 combined sewer outfalls, 10 stormwater outfalls and 28 regulator chambers at various locations within the City, including but not limited to cleaning/dredging of outfalls to remove sediment buildup, rehabilitation/replacement of regulator chamber equipment, and repair or damaged outfalls and related structures to alleviate street flooding and the overloading of interceptors, sewer conveyance and exceeding wastewater treatment plant capacities (the "Project") as defined in each of that certain Loan Agreement (the "I-Bank Loan Agreement") to be entered into by and between the Local Unit and the New Jersey Infrastructure Bank (the "I-Bank") and that certain Loan Agreement (the "Fund Loan Agreement," and together with the I-Bank Loan Agreement, the "Loan Agreements") to be entered into by and between the Local Unit and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), all pursuant to the New Jersey Water Bank (the "Program");

WHEREAS, the Local Unit has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan to be made by each of the I-Bank (the "I-Bank Loan") and the State (the "Fund Loan," and together with the I-Bank Loan, the "Loans") pursuant to the I-Bank Loan Agreement and the Fund Loan Agreement, respectively;

WHEREAS, to evidence the Loans, each of the I-Bank and the State require the Local Unit to authorize, execute, attest and deliver the Local Unit's Bonds to the I-Bank (the "I-Bank Loan Bond") and Bonds to the State (the "Fund Loan Bond," and together with the I-Bank Loan Bond, the "Local Unit Bonds"), said Local Unit Bonds to be issued in an aggregate principal amount not to exceed \$13,750,000 pursuant to the terms of the Local Bond Law of the State, constituting Chapter 2 of Title 40A of the Revised Statutes of the State (the "Local Bond Law"), other applicable law and the Loan Agreements;

WHEREAS, N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law allows for the sale of the I-Bank Loan Bond and the Fund Loan Bond to the I-Bank and the State, respectively, without any public offering, and N.J.S.A. 58:11B-9(a) allows for the sale of the I-Bank Loan Bond to the I-Bank without any public offering, all under the terms and conditions set forth herein;

WHEREAS, the I-Bank and the State have expressed their desire to close in escrow the making of the Loans, the issuance of the Local Unit Bonds and the execution and delivery of the Loan Agreements, all pursuant to the terms of an Escrow Agreement (the "Escrow Agreement") to be entered into by and among the I-Bank, the State, the Local Unit and the escrow agent named therein.

NOW, THEREFORE, BE IT RESOLVED by a 2/3 vote of the full membership of the governing body of the Local Unit as follows:

Section 1. The I-Bank Loan Agreement, the Fund Loan Agreement and the Escrow Agreement (collectively, the "Financing Documents") are hereby authorized to be executed and delivered on behalf of the Local Unit by either the Mayor or the Chief Financial Officer in substantially the forms on file with the Clerk, with such changes as the Mayor or the Chief Financial Officer (each an "Authorized Officer"), in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit (collectively, the "Local Unit Consultants") and after further consultation with the I-Bank, the State and their representatives, agents, counsel and advisors (collectively, the "Program Consultants," and together with the

Local Unit Consultants, the "Consultants"), shall determine, such determination to be conclusively evidenced by the execution of such Financing Documents by an Authorized Officer as determined hereunder. The Local Unit Clerk is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Local Unit as determined hereunder and to affix the corporate seal of the Local Unit to such Financing Documents.

Section 2. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Local Unit Clerk, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.

Section 3. In accordance with N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law and N.J.S.A. 58:11B-9(a), the Local Unit hereby sells and awards its I-Bank Loan Bond to the I-Bank and its Fund Loan Bond to the State, in a total aggregate principal amount not to exceed \$13,750,000, all in accordance with the provisions hereof. The Local Unit Bonds have been referred to and are described in bond ordinance #MC-5170 of the Local Unit finally adopted on December 17, 2018, entitled "Bond Ordinance Amending and Restating a Bond Ordinance of the City of Camden, in the County of Camden, New Jersey (the "City"), Providing for Rehabilitation of Combined Sewer and Stormwater Outfalls and Regulator Chambers and Appropriating \$13,750,000 Therefor, and Providing for the Issuance of \$13,750,000 of Bonds or Notes of the City to Finance the Costs Thereof Numbered MC-5063 Finally Adopted July 18, 2017." The aforementioned ordinance was finally adopted by the Local Unit at a meeting duly called as set forth above, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 4. The Chief Financial Officer of the Local Unit is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions established by the I-Bank and the State under the Loan Agreements and the terms and conditions hereof, the following items with respect to the I-Bank Loan Bond and the Fund Loan Bond:

- (a) The aggregate principal amounts of the I-Bank Loan Bond and the Fund Loan Bond to be issued;
- (b) The maturity and annual principal installments of the Local Unit Bonds, which maturity shall not exceed 20 years;
- (c) The date of the Local Unit Bonds;
- (d) The interest rates of the Local Unit Bonds;
- (e) The purchase price for the Local Unit Bonds; and
- (f) The terms and conditions under which the Local Unit Bonds shall be subject to redemption prior to their stated maturities.

Section 5. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Local Unit Bonds by the parties authorized under Section 6 hereof.

Section 6. The Local Unit hereby determines that certain terms of the Local Unit Bonds shall be as follows:

- (a) The I-Bank Loan Bond shall be issued in a single denomination and shall be

numbered R-1. The Fund Loan Bond shall be issued in a single denomination and shall be numbered R-2;

- (b) The Local Unit Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and
- (c) The Local Unit Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 7. The I-Bank Loan Bond and the Fund Loan Bond shall be substantially in the form set forth in the I- Bank Loan Agreement and the Fund Loan Agreement, respectively.

Section 8. The law firm of McManimon, Scotland & Baumann, LLC is hereby authorized to arrange for the printing of the Local Unit Bonds, which law firm may authorize Mccarter & English, LLP, bond counsel to the I-Bank and the State for the Program, to arrange for same. The Local Unit auditor is hereby authorized to prepare the financial information necessary in connection with the issuance of the Local Unit Bonds. The Mayor, the Chief Financial Officer and the Local Unit Clerk are hereby authorized to execute any certificates necessary or desirable in connection with the financial and other information.

Section 9. The Mayor and the Chief Financial Officer are hereby severally authorized to execute any certificates or documents necessary or desirable in connection with the sale of the Local Unit Bonds, and are further authorized to deliver same to the I-Bank and the State upon delivery of the Local Unit Bonds and the receipt of payment therefor in accordance with the Loan Agreements.

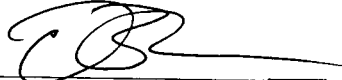
Section 10. This resolution shall take effect immediately.

Section 11. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to McManimon, Scotland & Baumann, LLC, bond counsel to the Local Unit, and Richard T. Nolan, Esq., Mccarter & English, LLP, bond counsel to the I-Bank.

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

Date: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Gerald C. Seneski

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT EXCEEDING \$13,750,000 BONDS OF THE CITY OF CAMDEN, IN THE COUNTY OF CAMDEN, NEW JERSEY, AND PROVIDING FOR THEIR SALE TO THE NEW JERSEY INFRASTRUCTURE BANK AND THE STATE OF NEW JERSEY AND FURTHER AUTHORIZING THE EXECUTION OF VARIOUS AGREEMENTS, ALL PURSUANT TO THE NEW JERSEY WATER BANK**

Point of Contact:	Gerald C. Seneski	Finance	Ext-7582	GeSenesk@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	N			
Qualified Purchasing Agent	N			
Director of Finance	Y		8/24	

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

AUG 31 2023



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT EXCEEDING \$13,750,000 BONDS OF THE CITY OF CAMDEN, IN THE COUNTY OF CAMDEN, NEW JERSEY, AND PROVIDING FOR THEIR SALE TO THE NEW JERSEY INFRASTRUCTURE BANK AND THE STATE OF NEW JERSEY AND FURTHER AUTHORIZING THE EXECUTION OF VARIOUS AGREEMENTS, ALL PURSUANT TO THE NEW JERSEY WATER BANK FACTS/BACKGROUND:**

- The attached Form and Sale Resolution for the issuance of bonds to the New Jersey Infrastructure Bank (NJIB) for the rehabilitation of combined sewer regulator chambers, authorizes, among other things (i) the execution of the necessary NJIB documents, including the loan agreements, (ii) the use of the bond amounts pursuant to the various adopted City ordinances, (iii) sign-off on the final terms of the bonds to the CFO, and (iv) the approval of the form of the bonds issued to the NJIB.
- This is a resolution required by the NJIB as a condition of financing through their program.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$13,750,000**

### IMPACT STATEMENT:

- What will happen if the City Council approves this legislation?
  - **The City will be able to construct, renovate or install a project consisting of the rehabilitation of 13 combined sewer outfalls, 10 stormwater outfalls and 28 regulator chambers at various locations within the City**
- Why Should the City Council approve this legislation?
  - **This resolution is required in order to receive financing through the NJIB**

### SUBJECT MATTER EXPERTS/ADVOCATES:

Gerry C. Seneski, CFO

Prepared by: Scott Z. Parker

(856) 757-6405

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Name

Phone/Email

**RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT EXCEEDING  
\$13,750,000 BONDS OF THE CITY OF CAMDEN,  
IN THE COUNTY OF CAMDEN, NEW JERSEY, AND PROVIDING FOR THEIR SALE TO  
THE NEW JERSEY INFRASTRUCTURE BANK  
AND THE STATE OF NEW JERSEY AND FURTHER AUTHORIZING THE EXECUTION OF VARIOUS AGREEMENTS, ALL  
PURSUANT TO THE NEW JERSEY WATER BANK**

**WHEREAS**, the CITY OF CAMDEN, in the County of Camden, New Jersey (the "Local Unit"), has determined that there exists a need within the Local Unit to acquire, construct, renovate or install a project consisting of the rehabilitation of 13 combined sewer outfalls, 10 stormwater outfalls and 28 regulator chambers at various locations within the City, including but not limited to cleaning/dredging of outfalls to remove sediment buildup, rehabilitation/replacement of regulator chamber equipment, and repair or damaged outfalls and related structures to alleviate street flooding and the overloading of interceptors, sewer conveyance and exceeding wastewater treatment plant capacities (the "Project") as defined in each of that certain Loan Agreement (the "I-Bank Loan Agreement") to be entered into by and between the Local Unit and the New Jersey Infrastructure Bank (the "I-Bank") and that certain Loan Agreement (the "Fund Loan Agreement," and together with the I-Bank Loan Agreement, the "Loan Agreements") to be entered into by and between the Local Unit and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), all pursuant to the New Jersey Water Bank (the "Program");

**WHEREAS**, the Local Unit has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan to be made by each of the I-Bank (the "I-Bank Loan") and the State (the "Fund Loan," and together with the I-Bank Loan, the "Loans") pursuant to the I-Bank Loan Agreement and the Fund Loan Agreement, respectively;

**WHEREAS**, to evidence the Loans, each of the I-Bank and the State require the Local Unit to authorize, execute, attest and deliver the Local Unit's Bonds to the I-Bank (the "I-Bank Loan Bond") and Bonds to the State (the "Fund Loan Bond," and together with the I-Bank Loan Bond, the "Local Unit Bonds"), said Local Unit Bonds to be issued in an aggregate principal amount not to exceed \$13,750,000 pursuant to the terms of the Local Bond Law of the State, constituting Chapter 2 of Title 40A of the Revised Statutes of the State (the "Local Bond Law"), other applicable law and the Loan Agreements;

**WHEREAS**, N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law allows for the sale of the I-Bank Loan Bond and the Fund Loan Bond to the I-Bank and the State, respectively, without any public offering, and N.J.S.A. 58:11B-9(a) allows for the sale of the I-Bank Loan Bond to the I-Bank without any public offering, all under the terms and conditions set forth herein;

**WHEREAS**, the I-Bank and the State have expressed their desire to close in escrow the making of the Loans, the issuance of the Local Unit Bonds and the execution and delivery of the Loan Agreements, all pursuant to the terms of an Escrow Agreement (the "Escrow Agreement") to be entered into by and among the I-Bank, the State, the Local Unit and the escrow agent named therein.

**NOW, THEREFORE, BE IT RESOLVED** by a 2/3 vote of the full membership of the governing body of the Local Unit as follows:

**Section 1.** The I-Bank Loan Agreement, the Fund Loan Agreement and the Escrow Agreement (collectively, the "Financing Documents") are hereby authorized to be executed and delivered on behalf of the Local Unit by either the Mayor or the Chief Financial Officer in substantially the forms on file with the Clerk, with such changes as the Mayor or the Chief Financial Officer (each an "Authorized Officer"), in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit (collectively, the "Local Unit Consultants") and after further consultation with the I-Bank, the State and their representatives, agents, counsel and advisors (collectively, the "Program Consultants," and together with the Local Unit Consultants, the "Consultants"), shall determine, such determination to be conclusively evidenced by the execution of such Financing Documents by an Authorized Officer as determined hereunder. The Local Unit Clerk is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Local Unit as determined hereunder and to affix the corporate seal of the Local Unit to such Financing Documents.

**Section 2.** The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Local Unit Clerk, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the

consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.

**Section 3.** In accordance with N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law and N.J.S.A. 58:11B-9(a), the Local Unit hereby sells and awards its I-Bank Loan Bond to the I-Bank and its Fund Loan Bond to the State, in a total aggregate principal amount not to exceed \$13,750,000, all in accordance with the provisions hereof. The Local Unit Bonds have been referred to and are described in bond ordinance #MC-5170 of the Local Unit finally adopted on December 17, 2018, entitled "Bond Ordinance Amending and Restating a Bond Ordinance of the City of Camden, in the County of Camden, New Jersey (the "City"), Providing for Rehabilitation of Combined Sewer and Stormwater Outfalls and Regulator Chambers and Appropriating \$13,750,000 Therefor, and Providing for the Issuance of \$13,750,000 of Bonds or Notes of the City to Finance the Costs Thereof Numbered MC-5063 Finally Adopted July 18, 2017." The aforementioned ordinance was finally adopted by the Local Unit at a meeting duly called as set forth above, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

**Section 4.** The Chief Financial Officer of the Local Unit is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions established by the I-Bank and the State under the Loan Agreements and the terms and conditions hereof, the following items with respect to the I-Bank Loan Bond and the Fund Loan Bond:

- (a) The aggregate principal amounts of the I-Bank Loan Bond and the Fund Loan Bond to be issued;
- (b) The maturity and annual principal installments of the Local Unit Bonds, which maturity shall not exceed 20 years;
- (c) The date of the Local Unit Bonds;
- (d) The interest rates of the Local Unit Bonds;
- (e) The purchase price for the Local Unit Bonds; and
- (f) The terms and conditions under which the Local Unit Bonds shall be subject to redemption prior to their stated maturities.

**Section 5.** Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Local Unit Bonds by the parties authorized under Section 6 hereof.

**Section 6.** The Local Unit hereby determines that certain terms of the Local Unit Bonds shall be as follows:

- (a) The I-Bank Loan Bond shall be issued in a single denomination and shall be numbered R-1. The Fund Loan Bond shall be issued in a single denomination and shall be numbered R-2;
- (b) The Local Unit Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and
- (c) The Local Unit Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

**Section 7.** The I-Bank Loan Bond and the Fund Loan Bond shall be substantially in the form set forth in the I-Bank Loan Agreement and the Fund Loan Agreement, respectively.

**Section 8.** The law firm of McManimon, Scotland & Baumann, LLC is hereby authorized to arrange for the printing of the Local Unit Bonds, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank and the State for the Program, to arrange for same. The Local Unit auditor is hereby authorized to prepare the financial information

necessary in connection with the issuance of the Local Unit Bonds. The Mayor, the Chief Financial Officer and the Local Unit Clerk are hereby authorized to execute any certificates necessary or desirable in connection with the financial and other information.

**Section 9.** The Mayor and the Chief Financial Officer are hereby severally authorized to execute any certificates or documents necessary or desirable in connection with the sale of the Local Unit Bonds, and are further authorized to deliver same to the I-Bank and the State upon delivery of the Local Unit Bonds and the receipt of payment therefor in accordance with the Loan Agreements.

**Section 10.** This resolution shall take effect immediately.

**Section 11.** Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to McManimon, Scotland & Baumann, LLC, bond counsel to the Local Unit, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

**RESOLUTION OF THE CITY OF CAMDEN, IN THE COUNTY OF CAMDEN, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS NOTE RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$55,000,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE CITY IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM.**

**WHEREAS**, the City of Camden, in the County of Camden, New Jersey (the "Local Unit"), intends to undertake the construction of an additional 20,000 square foot building at the water treatment plant located on land owned by the City at 8900 Zimmerman Avenue, Pennsauken, New Jersey, along with the acquisition of related equipment and machinery, including, but not limited to, an ultraviolet light/advanced oxidation system, GAC adsorbers, corrosion control systems, disinfection systems, backwash tanks, SCADA equipment and high service pumps, along with all other related equipment and costs thereto, all as necessary to ensure sustained drinking water performance and ensure regulatory compliance with New Jersey Department of Environmental Protection regulations limiting the presence of polyfluoroalkyl substances (PFAS) in municipal water systems ( the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the "New Jersey Water Bank") of the New Jersey Infrastructure Bank (the "I-Bank"); and

**WHEREAS**, the Local Unit has determined to temporarily finance the undertaking of the Project prior to the closing with respect to the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan (or loans) to be made by the I-Bank (collectively the "Construction Loan") to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the "Construction Financing Loan Program"); and

**WHEREAS**, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Loan Program, it is the desire of the Local Unit to issue and sell to the I-Bank the "Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$55,000,000 (the "Note"); and

**WHEREAS**, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law; and

**WHEREAS**, on November 10, 2022 the Local Unit adopted Bond Ordinance #MC-5422 (the "Local Unit Bond Ordinance") pursuant to the provisions of the Local Bond Law; and

**WHEREAS**, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth therein.

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Local Unit as follows:

**Section 1.** In accordance with the provisions of the Local Bond Law, the Construction Financing Loan Program Act and the Local Unit Bond Ordinance, the Local Unit hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligations represented by the Note have been appropriated and authorized by the Local Unit Bond Ordinance, at which time a quorum was present and acted throughout, all in accordance with the Local Bond Law and other applicable law.

**Section 2.** The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

**Section 3.** Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

**Section 4.** The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the aggregate principal amount of the Note to be issued shall be an amount not to exceed \$55,000,000;
- (b) the maturity of the Note shall be as determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall each be issued in a single denomination and shall be numbered "CFP-2023-";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk; and
- (i) the Note may be issued in one or more series as may be deemed necessary by the I-Bank.

**Section 5.** The Note shall be substantially in the form on file with the Local Unit Clerk, together with such additions, deletions and other modifications required by the I-Bank and agreed to by the Local Unit upon consultation with counsel and any advisors to the Local Unit, such determinations being conclusively evidenced by the execution of the Note or Note by the Authorized Officers (as defined herein).

**Section 6.** The Local Unit Mayor, Chief Financial Officer and Local Unit Clerk (each an "Authorized Officer") of the Local Unit are each hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Loan Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Loan Program.

**Section 7.** This resolution shall take effect immediately.

**Section 8.** Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to McManimon, Scotland & Baumann, LLC, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

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

Date: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Gerald C. Seneski

- TITLE OF ORDINANCE/RESOLUTION: RESOLUTION OF THE CITY OF CAMDEN, IN THE COUNTY OF CAMDEN, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS NOTE RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$55,000,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE CITY IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM**

Point of Contact:	Gerald Seneski	Finance	856-757-7582	GeSensk@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	N		8/28	
Supporting Department Director (if necessary)	N			
Director of Grants Management	N			
Qualified Purchasing Agent	N			
Director of Finance	Y		8/28	

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

AUG 31 2023  
Date



## **EXECUTIVE SUMMARY**

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION OF THE CITY OF CAMDEN, IN THE COUNTY OF CAMDEN, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS NOTE RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$55,000,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE CITY IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM**

### **FACTS/BACKGROUND:**

- Temporary loan for the Morris Delair project to reimburse for planning and design
- The City of Camden, in the County of Camden, New Jersey (the "Local Unit"), intends to undertake the construction of an additional 20,000 square foot building at the water treatment plant located on land owned by the City at 8900 Zimmerman Avenue, Pennsauken, New Jersey, along with the acquisition of related equipment and machinery, including, but not limited to, an ultraviolet light/advanced oxidation system, GAC adsorbers, corrosion control systems, disinfection systems, backwash tanks, SCADA equipment and high service pumps, along with all other related equipment and costs thereto, all as necessary to ensure sustained drinking water performance and ensure regulatory compliance with New Jersey Department of Environmental Protection regulations limiting the presence of polyfluoroalkyl substances (PFAS) in municipal water systems ( the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the "New Jersey Water Bank") of the New Jersey Infrastructure Bank (the "I-Bank")

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: up to \$55,000,000**

### **IMPACT STATEMENT:**

- What will happen if the City Council approves this legislation?
  - The City will be able to close on the Loan and receive planning & design reimbursement related to the project

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

- Gerald C. Seneski , CFO

**Prepared by:**

**Scott Parker**

**scparker@ci.camden.nj.us**

Name

Phone

Email

**RESOLUTION OF THE CITY OF CAMDEN, IN THE COUNTY OF CAMDEN, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS NOTE RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$55,000,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE CITY IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM.**

**WHEREAS**, the City of Camden, in the County of Camden, New Jersey (the “Local Unit”), intends to undertake the construction of an additional 20,000 square foot building at the water treatment plant located on land owned by the City at 8900 Zimmerman Avenue, Pennsauken, New Jersey, along with the acquisition of related equipment and machinery, including, but not limited to, an ultraviolet light/advanced oxidation system, GAC adsorbers, corrosion control systems, disinfection systems, backwash tanks, SCADA equipment and high service pumps, along with all other related equipment and costs thereto, all as necessary to ensure sustained drinking water performance and ensure regulatory compliance with New Jersey Department of Environmental Protection regulations limiting the presence of polyfluoroalkyl substances (PFAS) in municipal water systems ( the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the “New Jersey Water Bank”) of the New Jersey Infrastructure Bank (the “I-Bank”);

**WHEREAS**, the Local Unit has determined to temporarily finance the undertaking of the Project prior to the closing with respect to the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan (or loans) to be made by the I-Bank (collectively the “Construction Loan”) to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the “Construction Financing Loan Program”);

**WHEREAS**, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Loan Program, it is the desire of the Local Unit to issue and sell to the I-Bank the “Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$55,000,000 ( the “Note”);

**WHEREAS**, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the “Local Bond Law”), and other applicable law; and

**WHEREAS**, on November 10, 2022 the Local Unit adopted Bond Ordinance #MC-5422 (the “Local Unit Bond Ordinance”) pursuant to the provisions of the Local Bond Law;

**WHEREAS**, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth therein.

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Local Unit as follows:

**Section 1.** In accordance with the provisions of the Local Bond Law, the Construction Financing Loan Program Act and the Local Unit Bond Ordinance, the Local Unit hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligations represented by the Note have been appropriated and authorized by the Local Unit Bond Ordinance, at which time a quorum was present and acted throughout, all in accordance with the Local Bond Law and other applicable law.

**Section 2.** The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

**Section 3.** Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

**Section 4.** The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the aggregate principal amount of the Note to be issued shall be an amount not to exceed \$55,000,000;
- (b) the maturity of the Note shall be as determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall each be issued in a single denomination and shall be numbered "CFP-2023-";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk; and
- (i) the Note may be issued in one or more series as may be deemed necessary by the I-Bank.

**Section 5.** The Note shall be substantially in the form on file with the Local Unit Clerk, together with such additions, deletions and other modifications required by the I-Bank and agreed to by the Local Unit upon consultation with counsel and any advisors to the Local Unit, such determinations being conclusively evidenced by the execution of the Note or Note by the Authorized Officers (as defined herein).

**Section 6.** The Local Unit Mayor, Chief Financial Officer and Local Unit Clerk (each an "Authorized Officer") of the Local Unit are each hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Loan Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document

by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Loan Program.

**Section 7.** This resolution shall take effect immediately.

**Section 8.** Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to McManimon, Scotland & Baumann, LLC, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

R-33

DB:dh  
09-12-23

**RESOLUTION ACCEPTING THE FISCAL YEAR 2023 UNITED STATES  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ALLOCATION  
IN THE AMOUNT OF \$5,075,535**

WHEREAS, the City of Camden has been awarded FIVE MILLION SEVENTY-FIVE THOUSAND, FIVE HUNDRED THIRTY-FIVE DOLLARS (\$5,075,535.00) from the U.S. Department of Housing and Urban Development; and

WHEREAS, the City desires to accept the award from the U.S. Department of Housing and Urban Development; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the award for the following programs:

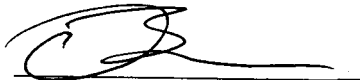
Community Development Block Grant Program (CDBG)-	\$2,510,343
HOME Investment Partnerships (HOME)-	\$1,005,353
Housing Opportunities for Persons with AIDS (HOPWA)-	\$1,336,457
Emergency Solutions Grant (ESG)-	\$ 223,382

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such award.

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

Date: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Gerald C. Seneski

1. **TITLE OF ORDINANCE/RESOLUTION:** Resolution accepting the Fiscal Year 2023 U.S. Department of Housing and Urban Development (HUD) allocation in the amount of \$5,075,535

Point of Contact:	Kelly Mobley	Finance- Bureau of Grants Management	856-602-4521	KeMobley@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	N			
Qualified Purchasing Agent	N			
Director of Finance	Y		8/24/23	

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

SEP 1 2023  
Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: Resolution accepting the Fiscal Year 2023 U.S. Department of Housing and Urban Development (HUD) allocation in the amount of \$5,075,535**

### FACTS/BACKGROUND:

- Relevant facts/history. 5Ws. Include geography if applicable.  
**HUD funds provide quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons throughout the City**
- Time constraints, if any. (Why does the Council need to act now?)  
**The City has a requirement to spend these funds within a certain amount of time before HUD recoups funds**
- How was the value of the transaction obtained (if applicable?)

#### **State Grant Award Letter**

Community Development Block Grant Program (CDBG)	\$2,510,343
HOME Investment Partnerships (HOME)	\$1,005,353
Housing Opportunities for Persons with AIDS (HOPWA)	\$1,336,457
Emergency Solutions Grant (ESG)	\$ 223,382
<b>Total FY 2023 Award</b>	<b>\$5,075,535</b>

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$5,075,535**

### IMPACT STATEMENT:

- What will happen if the City Council approves this legislation? or,  
**The City accepted funds allocated to them from HUD**
- Why Should the City Council approve this legislation?  
**To provide quality affordable housing**

### SUBJECT MATTER EXPERTS/ADVOCATES:

- Kelly Mobley, Coordinator for Federal and State Aid

### Prepared by:

<b>Scott Parker</b>	<b>scparker@ci.camden.nj.us</b>
Name	Email
Phone	





U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
NEWARK FIELD OFFICE – REGION II  
ONE NEWARK CENTER – 13<sup>TH</sup> FLOOR  
1085 RAYMOND BOULEVARD  
NEWARK, NEW JERSEY 07102-5260  
(973) 776-7200

August 22, 2023

Mr. Scott Parker  
Assistant Director of Finance  
City of Camden  
520 Market Street, Suite 213  
Camden, New Jersey, 08101

**SUBJECT: Fiscal Year 2023 Grant Agreement Transmittal**

Dear Mr. Parker:

The Newark Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. On Thursday, June 10, 2021, the Department published an interim final rule with a request for comments, titled: *Requesting Affirmatively Furthering Fair Housing Definitions and Certifications* (86 Fed Reg 30779). The effective date for the interim rule is July 31, 2021, and you are encouraged to review the interim rule in developing your programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	\$2,510,343
HOME Investment Partnerships (HOME)	\$1,005,353
Housing Opportunities for Persons with AIDS (HOPWA)	\$1,336,457
Emergency Solutions Grant (ESG)	\$ 223,382
<b>Total FY 2023 Award</b>	<b>\$5,075,535</b>

### **Plan Approval**

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and your agency.

Please note the special conditions attached to each Funding Approval/Agreement, including CDBG.

In accordance with the HOME regulations at 24 CFR 92.254(a)(5), a Participating Jurisdiction (PJ) must establish resale and/or recapture requirements that comply with the standards of the regulation. Furthermore, the resale and/or recapture requirements must be set forth in the PJ's Consolidated Plan. HUD must determine if the PJ's provisions comply with the requirements of the regulations and notify the PJ in writing of its determination. HUD has reviewed your resale and/or recapture provisions and has determined that the provisions included in the Plan comply with the requirements at 24 CFR 92.254(a)(5).

**Environmental Review Requirements**

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

**Build America, Buy America (BABA)**

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. The waiver, published March 15, 2023, establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs.

The BAP is applicable **now** to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022. For CPD, the BAP will apply next to iron and steel used in covered Recovery Housing Program (RHP) projects for funding obligated on or after August 23, 2023. The Phased Implementation waiver established the following implementation schedule for HUD programs:

<b>BAP will apply to...</b>	<b>Iron and Steel</b>	<b>Specifically Listed Construction Materials</b>	<b>All Other Construction Materials</b>	<b>Manufactured Products</b>
<b>CDBG Formula Grants</b>	All funds obligated on or after November 15, 2022	As of the date HUD obligates new FFA from FY24 appropriations	As of the date HUD obligates new FFA from FY25 appropriations	As of the date HUD obligates new FFA from FY25 appropriations

<b>Choice Neighborhood, Lead Hazard Reduction, and Healthy Homes Production Grants</b>	New FFA obligated by HUD on or after February 22, 2023	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024
<b>Recovery Housing Program (RHP) Grants</b>	New FFA obligated by HUD on or after August 23, 2023	As of the date HUD obligates new FFA from FY24 appropriations	As of the date HUD obligates new FFA from FY25 appropriations	As of the date HUD obligates new FFA from FY25 appropriations
<b>All HUD FFA except HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects</b>	New FFA obligated by HUD on or after February 22, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024
<b>All HUD FFA</b>	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024

Additional details on fulfilling the BABA requirements can be found at [https://www.hud.gov/program\\_offices/general\\_counsel/BABA](https://www.hud.gov/program_offices/general_counsel/BABA).

**Executing the Grant Agreement**

Please execute each Grant Agreement with electronic signature and date, and return to this office to the attention of Annemarie C. Uebbing, Director, Community Planning and Development at [CPD\\_GeneralCorr-NK@hud.gov](mailto:CPD_GeneralCorr-NK@hud.gov) for processing. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director’s signature. The CDBG Grant Agreement should **not** be electronically signed in box 12c. Maintain a copy of each agreement with your original signature on-site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

To establish a Line of Credit for Fiscal Year 2023 grant funds, it will be necessary for your agency to sign, execute and return one (1) copy of each Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), notarize, and return to this office. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

HUD congratulates City of Camden on your grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Noreen Laurinaitis, Senior CPD Representative at [Noreen.A.Laurinaitis2@HUD.gov](mailto:Noreen.A.Laurinaitis2@HUD.gov).

Sincerely,

Annemarie  
Uebbing

Annemarie C. Uebbing, Director  
Community Planning and  
Development

Digitally signed by Annemarie Uebbing  
DN: CN = Annemarie Uebbing email = Annemarie.  
C.Uebbing@hud.gov C = AD O = US Department  
of Housing and Urban Development OU = HUD  
Date: 2023.08.22 08:10:37 -0400

Enclosures

cc: The Honorable Victor Carstarphen, Mayor  
City of Camden

R-34

DB:dh  
09-12-23

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT PURSUANT TO N.J.S.A. 40A:4-87 IN THE AMOUNT OF \$310,496.49 FROM THE NATIONAL OPIOIDS SETTLEMENT FUND FOR A GRANT ENTITLED "NATIONAL OPIOIDS SETTLEMENT FUND" FOR A REVISED 2023 TOTAL OF \$859,770.83.**

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 an amount equal to any such special item of revenue making same available for expenditure; and

WHEREAS, the City of Camden has received \$859,770.83 from the State of New Jersey in the form of the National Opioid Settlement Grant and wishes to amend its CY2023 Municipal Budget to include this amount as a revenue; and

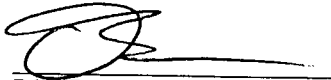
WHEREAS, pursuant to N.J.S.A. 40A:4-87 the Director may approve the insertion of the award as a special item of revenue in the 2023 budget; now, therefore

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 \$859,770.83, which is now available from the State of New Jersey National Opioid Settlement Grant.

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

Date: September 12, 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: SEPTEMBER 12, 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 \$310,496.49 from the National Opioids Settlement Fund for a grant entitled "National Opioids Settlement Fund" for a revised 2023 total of \$859,770.83**

Point of Contact:	Gerald C. Seneski	Finance	Ext-7582	GeSenesk@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	N			
Qualified Purchasing Agent	N			
Director of Finance	Y		8/24	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

- Bank Wire Confirmation

*"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

SEP 1 2023  
Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing a Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$310,496.49 from the National Opioids Settlement Fund for a grant entitled "National Opioids Settlement Fund" for a revised 2023 total of \$859,770.83**

### FACTS/BACKGROUND:

- Nationwide settlements have been reached to resolve all opioid litigation brought by states and local political subdivisions against various pharmaceutical distributors and manufacturers. As part of the settlement, the City will be allocated funds for the use of combating the Opioid Crisis.
- How was the value of the transaction obtained? – Attached wire details

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

### IMPACT STATEMENT:

- What will happen if the City Council approves this legislation?
  - The City's budget be amended
- Why Should the City Council approve this legislation?
  - The City will have fund to assist combat Opioid issues.

### SUBJECT MATTER EXPERTS/ADVOCATES:

- Marc Rodino,

Prepared by: Scott Z. Parker

(856) 757-6405

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Name

Phone/Email

Nationwide settlements have been reached to resolve all opioid litigation brought by states and local political subdivisions against various pharmaceutical distributors and manufacturers. The proceeds of these settlements are in various stages of distribution to many New Jersey counties and municipalities. This Notice provides guidance on budgeting and use of the settlement proceeds, along with required reporting on how proceeds are being allocated. This Notice was crafted in coordination with the Department of Human Services (DHS) and the Division of Law and Public Safety in the Office of the Attorney General.

Proceeds from the National Opioid Resolutions with Johnson & Johnson, Mallinckrodt Pharmaceuticals, McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation can be spent on the programs listed in Exhibit A of the agreement posted here

<https://nationalopioidsettlement.com/wp-content/uploads/2022/04/NJ-State-Subdivision-Agreement.pdf>

[[nationalopioidsettlement.com](https://nationalopioidsettlement.com)]

which begins on page 35 of the PDF. It is anticipated that the same terms also will apply to additional settlements with other companies. The list of New Jersey counties and municipalities receiving settlement proceeds can be found on pages 177-182 of the PDF.

The State has not imposed restrictions on the types of eligible programs beyond the limits imposed at the national level. However, the agreement between the State, counties, and municipalities does include other requirements beyond those imposed in the nationwide agreement, including but not limited to: (1) a requirement that settlement funds be used to supplement, not supplant, funds that otherwise would have been used for approved purposes; (2) establishment of County Advisory Councils to provide expert input, advice, and recommendations on the disbursement of settlement funds; (3) limits on administrative expenses, and (4) reporting requirements.

Under N.J.S.A. 40A:4-87, municipalities and counties may seek approval from the Division for the insertion of revenue from the National Opioid Resolutions into the budget of the municipality or county. There is no statutory or regulatory authority for a municipality or county to independently establish a trust fund for the settlement proceeds.

Further, please be advised that Governor Murphy signed Executive Order 305



<https://nj.gov/infobank/eo/056murphy/pdf/EO-305.pdf>

on August 31, 2022 designating the Department of Human Services

(DHS) as the lead state agency overseeing the disbursement and reporting of the settlement monies over the next 18 years. Based on the agreement between the state, counties, and municipalities, DHS will develop and announce an annual reporting process for participating county and local subdivisions. On an annual basis, counties will be required to provide information about how the settlement funds were allocated over the prior year by the county and the participating municipalities within the county. DHS will review those reports and publicly post them online. Counties and participating municipalities are responsible for collaborating to ensure all reporting requirements are met and that all required information is shared with DHS on a timely basis. The first annual reports are due to DHS no later than September 1, 2023, and those reports will cover the current State Fiscal Year. Division approval to insert revenue from the opioid settlement into a municipal or county budget does not negate the DHS reporting requirements.

At this juncture, please consult your municipal or county counsel for additional guidance on issues such as the amount that can be spent on administrative expenses, program eligibility, and expenditure reporting. For instructions on how to receive the distributors' first settlement payment tranche, please consult the New Jersey Office of the Attorney General's guidance on this topic. Have questions? Please write to [DMHAS@dhs.nj.gov](mailto:DMHAS@dhs.nj.gov).

### VIEW TRANSACTION

<b>Transaction Date</b>	12/30/2022
<b>Account</b>	General - 4308903487
<b>Transaction Type</b>	Incoming Money Transfer
<b>Credit/Debit</b>	Credit
<b>Amount</b>	\$ 208,078.73
<b>Bank Reference</b>	700000562
<b>Customer Reference</b>	0
<b>Description</b>	NATIONAL OPIOIDS SETTLMNT FUND

### VIEW TRANSACTION

<b>Transaction Date</b>	11/30/2022
<b>Account</b>	General - 4308903487
<b>Transaction Type</b>	Incoming Money Transfer
<b>Credit/Debit</b>	Credit
<b>Amount</b>	\$ 341,195.61
<b>Bank Reference</b>	700070463
<b>Customer Reference</b>	0
<b>Description</b>	NATIONAL OPIOIDS SETTLMNT FUND

### VIEW TRANSACTION

<b>Transaction Date</b>	01/31/2023
<b>Account</b>	General - 4308903487
<b>Transaction Type</b>	Incoming Money Transfer
<b>Credit/Debit</b>	Credit
<b>Amount</b>	\$ 34,995.54
<b>Bank Reference</b>	700070334
<b>Customer Reference</b>	0
<b>Description</b>	NOAT II

**Scott Z. Parker**

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**From:** Marc Riordino  
**Sent:** Thursday, August 3, 2023 1:28 PM  
**To:** Gerald C. Seneski; Scott Z. Parker  
**Cc:** Timothy J. Cunningham  
**Subject:** FW: National Opioid Settlements – Payment – Camden City  
  
**Importance:** High

**From:** NoReply@nationalopioidofficialsettlement.com <NoReply@nationalopioidofficialsettlement.com>  
**Sent:** Wednesday, August 2, 2023 6:04 PM  
**To:** Marc Riordino <MaRiondi@ci.camden.nj.us>  
**Cc:** rpetkauskas@browngreer.com; aoxenreiter@browngreer.com; esirney@browngreer.com  
**Subject:** National Opioid Settlements – Payment – Camden City  
**Importance:** High

*This is an official communication from the Directing Administrator of the National Opioid Settlements.*

On 08/02/2023, the Directing Administrator initiated payment to your Subdivision as outlined in the table below. If your Subdivision is receiving payment for multiple Distributor Payment Years, those payments will be aggregated into one wire or check. Similarly, if your Subdivision is receiving payment for multiple Janssen Payment Years, those payments will be aggregated into one wire or check.

BG Entity ID	State	Beneficiary Type	Beneficiary Name	Payment Type	Payment Amount	Payment Method
7045	New Jersey	General Purpose Government	Camden City	Distributor Payment 3	\$161,626.13	Wire Transfer

Please contact the Office of the Attorney General in your State if you have any questions regarding how your Subdivision's payment amount was calculated or how your Subdivision can use Settlement Funds.

Please let your Case Manager know if you encounter any issues with this payment.

Thank you,

**BROWNGREER PLC**  
Directing Administrator  
National Opioid Settlements  
[www.NationalOpioidOfficialSettlement.com](http://www.NationalOpioidOfficialSettlement.com)

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**Scott Z. Parker**

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**From:** Marc Riondino  
**Sent:** Monday, June 19, 2023 1:28 PM  
**To:** Gerald C. Seneski; Scott Z. Parker  
**Cc:** Timothy J. Cunningham  
**Subject:** FW: National Opioid Settlements – Payment – Camden City

**Importance:** High

**From:** NoReply@nationalopioidofficialsettlement.com <NoReply@nationalopioidofficialsettlement.com>  
**Sent:** Friday, June 16, 2023 2:44 PM  
**To:** Marc Riondino <MaRiondi@ci.camden.nj.us>  
**Cc:** rpetkauskas@browngreer.com; aoxenreiter@browngreer.com; esirney@browngreer.com  
**Subject:** National Opioid Settlements – Payment – Camden City  
**Importance:** High

*This is an official communication from the Directing Administrator of the National Opioid Settlements.*

On 06/16/2023, the Directing Administrator initiated payment to your Subdivision as outlined in the table below. If your Subdivision is receiving payment for multiple Distributor Payment Years, those payments will be aggregated into one wire or check. Similarly, if your Subdivision is receiving payment for multiple Janssen Payment Years, those payments will be aggregated into one wire or check.

BG Entity ID	State	Beneficiary Type	Beneficiary Name	Payment Type	Payment Amount	Payment Method
7045	New Jersey	General Purpose Government	Camden City	Janssen Payment 3	\$113,874.82	Wire Transfer

Please contact the Office of the Attorney General in your State if you have any questions regarding how your Subdivision's payment amount was calculated or how your Subdivision can use Settlement Funds.

Please let your Case Manager know if you encounter any issues with this payment.

Thank you,

**BROWNGREER PLC**  
Directing Administrator  
National Opioid Settlements  
[www.NationalOpioidOfficialSettlement.com](http://www.NationalOpioidOfficialSettlement.com)

*This electronic mail is intended to be received and read only by certain individuals. It may contain information that is privileged or protected from disclosure by law. If it has been misdirected, or if you suspect you received this in error, please notify me by replying and then delete this message and your reply. These restrictions apply to any attachment to this email.*

R-35

DB:dh  
09-12-23

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT PURSUANT TO N.J.S.A. 40A:4-87 IN THE AMOUNT OF \$14,407.19 FROM THE NJ DEPARTMENT OF HEALTH AND SENIOR SERVICES FOR A GRANT ENTITLED "ALCOHOL EDUCATION AND ENFORCEMENT FUND."**

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 an amount equal to any such special item of revenue making same available for expenditure; and

WHEREAS, the NJ Department of Health and Senior Services awarded a Alcohol Education and Enforcement Fund grant to the City for the purpose to educate about alcohol abuse and enforcement of the DWI laws in the amount of \$14,407.19 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 Alcohol Education and Enforcement 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 \$14,407.19, which is now available from the NJ Department of Health and Senior Services.

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

Date: September 12, 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: SEPTEMBER 12, 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 \$14,407.19 from the NJ Department of Health and Senior Services for a grant entitled "Alcohol Education and Enforcement Fund"**

Point of Contact:	Gerald C. Seneski	Finance	Ext-7582	GeSenesk@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	N			
Qualified Purchasing Agent	N			
Director of Finance	Y		8/24	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

Copy of Check

***"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

SEP 1 2023



## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing a Budget Amendment pursuant to NJSA 40A:4-87 in the amount of \$14,407.19 from the NJ Department of Health and Senior Services for a grant entitled "Alcohol Education and Enforcement Fund"

### FACTS/BACKGROUND:

- This an annual amount awarded to City based on the number of DWI fines paid throughout the year. These funds are to be used to educate about alcohol abuse & enforcement of the DWI laws.
- How was the value of the transaction obtained? – Copy of Check

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$14,407.19

### IMPACT STATEMENT:

- What will happen if the City Council approves this legislation?
  - The City's budget will be amended
- Why Should the City Council approve this legislation?
  - The City will have funds to educate the public about DWI laws as well enforcement of these laws.

### SUBJECT MATTER EXPERTS/ADVOCATES:

Prepared by: Scott Z. Parker

(856) 757-6405

---

Name

Phone/Email



**STATE OF NEW JERSEY**  
Department of the Treasury  
New Jersey Comprehensive Financial System  
PO BOX 221  
Trenton, NJ 08625-0221

### Payment Details

<b>Vendor Name:</b>	CAMDEN CITY TREASURER
<b>Vendor Code:</b>	XXXXX0418(05)
<b>Payment Type:</b>	Check
<b>Scheduled Payment Date:</b>	Monday, June 5, 2023

### Payment Line Details

<b>Trans Code:</b>	AV
<b>Voucher Agency:</b>	JUDICIARY
<b>Voucher Number:</b>	97006110656
<b>Payee Reference:</b>	ALCOHOL ED REHAB FUND DWI
<b>Line Number:</b>	01
<b>Line Amount:</b>	\$14,407.19

### Additional Information

<b>Budget Fiscal Year:</b>	2023
<b>Fund:</b>	760
<b>Agency:</b>	JUDICIARY
<b>Organization:</b>	ALCOHOL ED REHAB ENFOR FUND
<b>Appr Unit:</b>	001
<b>Object:</b>	6020
<b>Revenue Source:</b>	N/A
<b>Purchase Order #:</b>	N/A
<b>Contract Number:</b>	N/A
<b>CFDA Number:</b>	N/A
<b>CFDA Description:</b>	N/A

DB:dh  
09-12-23

R-36

**RESOLUTION AUTHORIZING THE ASSIGNMENT OF  
(6) TAX SALE CERTIFICATES AT FULL VALUE**

WHEREAS, the City of Camden has acquired the tax sale certificates against the Six (6) properties 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 September 7, 2023; and such notice was published in the Courier Post on September 7, 2023; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper officers of the City of Camden are hereby authorized to execute the proper documents necessary to assign tax sale certificates to various individuals listed in consideration for full payment plus advertising costs in the amounts listed attached hereto as Exhibit "A".

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

Date: September 9, 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 September 12, 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>Successful Bidder</u>	<u>Full Value</u>	<u>As of 09/12/23</u>
11-02512	3060 Mickle St	1046	54	17x92	John Hollis	Yes	\$11,336.77
10-03938	WS Cope 67 S of Sheridan	1361	5	33x60	Joseph A Harvey	Yes	\$6,397.73
16-00963	1188 Yorkship Sq	694	33	16x71	Prime Capital Mgmt	Yes	\$43,011.78
20-00637	718 Bulson St	604	708	40x100	Henry Causey	Yes	\$2,725.88
15-00651	966 Ferry Ave	550	37	13x73	Darlene Hopkins	Yes	\$12,650.90
22-00306	1649 Mt Ephraim Ave	453	45	14x83	Darlene Hopkins	Yes	\$1,329.70

**EXHIBIT A**



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: SEPTEMBER 12, 2023

TO: City Council  
FROM: Gerald C. Seneski, Director of Finance

**TITLE OF ORDINANCE/RESOLUTION: Resolution to assign six Municipal Liens at Full Value.**

Point of Contact:	Antionette Mixon	Finance-Revenue Collection	856-757-7002	Anmixon@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director Supporting Department Director (if necessary) Director of Grants Management Qualified Purchasing Agent Director of Finance			8/24	
			8/24	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

1. Spreadsheet of complete lien details

***"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 to assign 6 Municipal Liens at Full Value.

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

- Tax office has received 6 requests from individuals seeking to purchase full value assignments.
- Requests were reviewed by the Lien Review Committee and given a provisional okay to move forward for Council approval.
- Total Value to be collected for the City is \$77,452.76
- Publishing date for Courier post will be September 7, 2023.

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

**IMPACT STATEMENT:** N/A

Please see the attached spreadsheet

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

**COORDINATION:** N/A

**Prepared by:**

Antionette Mixon                      856-757-7002      AnMixon@ci.camden.nj.us

Name

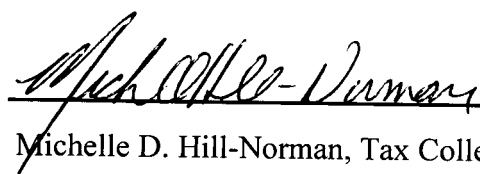
Phone/Email

City of Camden  
Finance Department  
Bureau of Revenue Collection

**CERTIFICATION BY  
THE TAX COLLECTOR**

I, as the 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 TO ASSIGN LIENS AT FULL VALUE”

  
Michelle D. Hill-Norman, Tax Collector

8/24/23

Date



**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 September 12, 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>Successful Bidder</u>	<u>Full Value</u>	<u>As of 09/12/23</u>
11-02512	3060 Mickle St	1046	54	17x92	John Hollis	Yes	\$11,336.77
10-03938	WS Cope 67 S of Sheridan	1361	5	33x60	Joseph A Harvey	Yes	\$6,397.73
16-00963	1188 Yorkship Sq	694	33	16x71	Prime Capital Mgmt	Yes	\$43,011.78
20-00637	718 Bulson St	604	708	40x100	Henry Causey	Yes	\$2,725.88
15-00651	966 Ferry Ave	550	37	13x73	Darlene Hopkins	Yes	\$12,650.90
22-00306	1649 Mt Ephraim Ave	453	45	14x83	Darlene Hopkins	Yes	\$1,329.70

**RESOLUTION AUTHORIZING REFUNDS TO VARIOUS LIEN HOLDERS,  
PROPERTY OWNERS, AND MORTGAGE COMPANIES FOR VARIOUS  
PROPERTIES AND DUPLICATE TAX CERTIFICATE**

WHEREAS, the individuals or business organizations listed below overpaid, made duplicate payments, or are otherwise due refunds resulting from transactions with the City of Camden or are tax exempt; and

WHEREAS, the Tax Collector has verified that the overpayments, duplications of payments, or unapplied cash are valid and the individuals or business organizations listed below are due refunds; and

WHEREAS, a lienholder has requested a duplicate certificate and has paid the required fee; and

WHEREAS, the Tax Collector has verified that the applicable properties are tax exempt; and

WHEREAS, the Tax Collector has requested the City Council authorize her to issue a refund to individuals and business organizations in the amount listed below and or cancel taxes as indicated below; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Tax Collector is hereby authorized take the following actions:

Action	Amount	Reason
<b>Issue refund to:</b> Gateway Development Group LLC 1700 Park Ave Weehawen, NJ 07086	\$19,869.31	Certificate 15-00389 cancelled property a government entity B/L 363/78 863 Haddon Ave
<b>Issue refund to:</b> Corelogic 3001 Hackberry Rd Irving, TX 75063	\$453.41	Refund for B/L 1238/32 481 Randolph St 2nd qtr. 2023 due to owner being 100% Permanently and Totally Disabled Veteran. Cancelling current billing due to exemption
<b>Issue refund to:</b> Weichert Title Group 1909 NJ-70 Cherry Hill, NJ 08003	\$2194.76	Refund for B/L 1281/70 1457 Greenwood Ave Tittle Co. included monies for water bill in tax payment
<b>Issue duplicate certificate to:</b> Corey Morton 2109 Sewell St Camden NJ 08105	Duplicate Certificate	Duplicate Certificate Request for Cert #08-00234 B/L 253/13 330 Mt Vernon St.
<b>Issue refund to:</b> Bergen Square Comm Develop 940 Ye Greate St Greenwich, NJ 08323	\$600.00	Duplicate certificate fees refunded certificates cancelled – no duplicate required #7A-00526 B/L 420/72 SS Fairmount 83 E 9 #08-02236 B/L 1245/31 2304 Baird Blvd #08-00046 B/L 31/42 48 York St #10-01214 B/L 932/34 958 N 27 <sup>th</sup> St #10-02113 B/L 1339/89 1478 Mt Ephm. Ave #020736 B/L 955/6 ES Lois 100 S Hayes 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: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Gerald C. Seneski, Director of Finance  
**TITLE OF ORDINANCE/RESOLUTION: Resolution to Refund**

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			8/24	
			8/24	

Approved by:  
Business Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachments (list and attach all available):

1. Spreadsheet of various payment items to be refunded
2. -
3. -

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

Received by:  
City Attorney

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution to refund.

**FACTS/BACKGROUND:**

- Title/Mortgage Companies and/or homeowner/lienholder have made excess payments to various accounts are due a refund of such cost

**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:**

Lydia Laboy-Laracuente

856-757-7003

LyLaracu@ci.camden.nj.us

Name

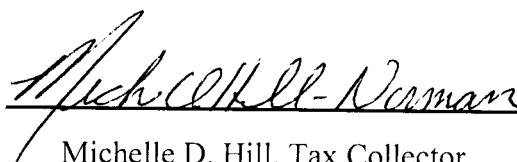
Phone/Email

City of Camden  
Finance Department  
Bureau of Revenue Collection

**CERTIFICATION BY  
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following titled Resolution, that is attached, to be presented to Council for consideration, is correct to the best of my knowledge:

“RESOLUTION TO REFUND”

  
Michelle D. Hill, Tax Collector

8/24/23

Date

**TITLE OF RESOLUTION/ORDINANCE:** Resolution to refund.

**BRIEF DESCRIPTION OF ACTION:** Resolution authorizing refunds to various lien holders, property owners and mortgage companies for various properties. Please see attached.

Prepared By: Michelle Hill 7003

Contact Person: Lydia Laboy-Laracuente 7003

Name	Amount	Reason
Gateway Development Group LLC 1700 Park Ave Weehawen, NJ 07086	\$19,869.31	Certificate 15-00389 cancelled property a government entity B/L 363/78 863 Haddon Ave
Corelogic 3001 Hackberry Rd Irving, TX 75063	\$453.41	Refund for B/L 1238/32 481 Randolph St 2nd qtr. 2023 due to owner being 100% Permanently and Totally Disabled Veteran. Cancelling current billing due to exemption
Weichert Title Group 1909 NJ-70 Cherry Hill, NJ 08003	\$2194.76	Refund for B/L 1281/70 1457 Greenwood Ave Title Co. included monies for water bill in tax payment
Corey Morton 2109 Sewell St Camden NJ 08105	Duplicate Certificate	Duplicate Certificate Request for Cert #08-00234 B/L 253/13 330 Mt Vernon St.
Bergen Square Comm Develop 940 Ye Greate St Greenwich, NJ 08323	\$600.00	Duplicate certificate fees refunded certificates cancelled – no duplicate required #7A-00526 B/L 420/72 SS Fairmount 83 E 9 #08-02236 B/L 1245/31 2304 Baird Blvd #08-00046 B/L 31/42 48 York St #10-01214 B/L 932/34 958 N 27 <sup>th</sup> St #10-02113 B/L 1339/89 1478 Mt Ephm. Ave #020736 B/L 955/6 ES Lois 100 S Hayes 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\*\*\*\***

DB:dh  
09-12-23

A-38

**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 have been consolidated; and

WHEREAS, the Tax Collector has requested the City Council authorize her to take the action listed 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:

Action	Reason
Transfer credit from B/L 1408/82 435 Chambers Ave to B/L 1408/81 433-435 Chambers Ave	Properties B/L 1408/81 & B/L 1408/82 433-435 Chambers Ave are being consolidated

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

Date: September 12, 2023

The above has been reviewed  
and approved as to form.

  
DANIEL S. BLACKBUURN  
City Attorney

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

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





# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: SEPTEMBER 12, 2023

TO: City Council  
FROM: Gerald C. Seneski, Director of Finance  
TITLE OF ORDINANCE/RESOLUTION: Resolution to Cancel/Transfer

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			8/24	
			8/24	

Approved by:  
Business Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachments (list and attach all available):

1. Spreadsheet of payments to be transferred/cancelled
2. -

*"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

SEP 1 2023  
\_\_\_\_\_  
Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution to Cancel/Transfer.

**FACTS/BACKGROUND:**

- Cancel/Transfer credits on a parcel due to consolidation per the attached spreadsheet

**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:**

Lydia Laboy-Laracuate

856-757-7003

LyLaracu@ci.camden.nj.us

Name

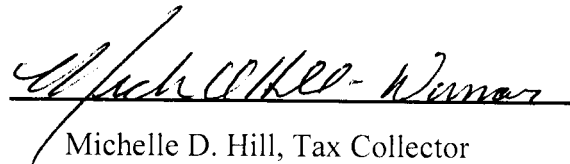
Phone/Email

City of Camden  
Finance Department  
Bureau of Revenue Collection

**CERTIFICATION BY  
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following titled Resolution, that is attached, to be presented to Council for consideration, is correct to the best of my knowledge:

“RESOLUTION TO CANCEL/TRANSFER”

  
Michelle D. Hill, Tax Collector

8/24/23

Date

**TITLE OF RESOLUTION/ORDINANCE:** Resolution to cancel/transfer.

**BRIEF DESCRIPTION OF ACTION:** Resolution authorizing the cancellation of liens/taxes and to transfer credits to various lien holders, property owners and mortgage companies for various properties. Please see attached.

Prepared by: \_\_\_\_\_ Lydia Laboy-Laracuente \_\_\_\_\_ 7003 \_\_\_\_\_

Contact Person: \_\_\_\_\_ Lydia Laboy-Laracuente \_\_\_\_\_ 7003 \_\_\_\_\_

Name	Reason
Transfer credit from B/L 1408/82 435 Chambers Ave to B/L 1408/81 433-435 Chambers Ave	Properties B/L 1408/81 & B/L 1408/82 433-435 Chambers Ave are being consolidated

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  
09-12-23

R-39

**RESOLUTION TO CANCEL UNSPENT CAPITAL IMPROVEMENT AUTHORIZATION  
BALANCES FROM PRIOR YEAR CAPITAL BOND ORDINANCES**

WHEREAS, unencumbered balances from prior years' projects remain as funded capital improvement authorizations that are no longer required for their original purposes, as follows

Ordinance MC-4756	\$40,000.00
<u>Ordinance MC-4877</u>	<u>5,194.25</u>
<b>Total</b>	<b>\$45,194.25</b>

WHEREAS, it is now the desire of the City Administration of the City of Camden to cancel, to Capital Surplus \$45,194.25 of capital improvement authorization balances; now, therefore

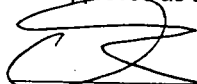
BE IT RESOLVED by the City Council of the City of Camden, New Jersey, that:

1. The \$40,000.00 funded balance authorized and appropriated by MC-4756 of the City of Camden, New Jersey is hereby canceled and transferred to Capital Surplus and;
2. The \$5,194.25 funded balance authorized and appropriated by MC-4877 of the City of Camden, New Jersey is hereby canceled and transferred to Capital Surplus.

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: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Gerald C. Seneski

**1. TITLE OF ORDINANCE/RESOLUTION: RESOLUTION TO CANCEL UNSPENT CAPITAL IMPROVEMENT AUTHORIZATION BALANCES FROM PRIOR YEAR CAPITAL BOND ORDINANCES**

Point of Contact:	Gerald Seneski	Finance	856-757-7582	GeSensk@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	N			
Qualified Purchasing Agent	N			
Director of Finance	Y		8/24	

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

SEP 1 2023

Signature Date

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION: RESOLUTION TO CANCEL UNSPENT CAPITAL IMPROVEMENT AUTHORIZATION BALANCES FROM PRIOR YEAR CAPITAL BOND ORDINANCES**

**FACTS/BACKGROUND:**

- Unencumbered balances from prior years' projects remain as funded capital improvement authorizations that are no longer required for their original purposes, as follows

Ordinance MC-4756	\$40,000.00
Ordinance MC-4877	5,194.25
<b>Total</b>	<b>\$45,194.25</b>

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$45,194.25**

**IMPACT STATEMENT:**

- What will happen if the City Council approves this legislation? or, Balances will be canceled out and transferred to Capital Surplus

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Gerald C. Seneski , CFO

**Prepared by:**

---

Scott Parker		scparker@ci.camden.nj.us
Name	Phone	Email

**RESOLUTION TO CANCEL UNSPENT CAPITAL  
IMPROVEMENT AUTHORIZATION BALANCES  
FROM PRIOR YEAR CAPITAL BOND  
ORDINANCES**

**WHEREAS**, unencumbered balances from prior years' projects remain as funded capital improvement authorizations that are no longer required for their original purposes, as follows

Ordinance MC-4756	\$40,000.00
Ordinance MC-4877	5,194.25
<b>Total</b>	<b>\$45,194.25</b>

**WHEREAS**, it is now the desire of City Administration of the City of Camden to cancel, to Capital Surplus \$45,194.25 of capital improvement authorization balances

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Camden, New Jersey, that

The \$40,000.00 funded balance authorized and appropriated by MC-4756 of the City of Camden, New Jersey is hereby canceled and transferred to Capital Surplus; and

The \$5,194.25 funded balance authorized and appropriated by MC-4877 of the City of Camden, New Jersey is hereby canceled and transferred to Capital Surplus.



DB:dh  
09-12-23

R-40

**RESOLUTION AUTHORIZING THE USE OF AMERICAN RESCUE PLAN-STATE &  
LOCAL FISCAL RECOVERY FUNDS IN THE AMOUNT OF \$5,500,000 FOR  
PARK IMPROVEMENTS 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 park improvements 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 \$5,500,000 in American Rescue Plan, State & Local Fiscal Recovery Funds from the US Department of Treasury for park improvements.

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

Date: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Gerald C. Seneski

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the use of American Rescue Plan-State & Local Fiscal Recovery Funds in the amount of \$5,500,000 for Park Improvements throughout the City

Point of Contact:	Guy K. Rozier	Public Works	(856)757-7143	GuRozier@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	N			
Qualified Purchasing Agent	N			
Director of Finance	Y		8/30/23	

Approved by: \_\_\_\_\_  
 Business Administrator \_\_\_\_\_  
 Signature \_\_\_\_\_ Date 8/30

Attachments (list and attach all available):

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

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

Received by: \_\_\_\_\_  
 City Attorney \_\_\_\_\_  
 SEP 1 2023

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

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

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the use of American Rescue Plan- State & Local Fiscal Recovery Funds in the amount of \$5,500,000 for Park Improvements throughout the City

**FACTS/BACKGROUND:**

- These monies will fund numerous improvement & upgrades to parks within the City
  
- (Why does the Council need to act now?)-
  - American Rescue Plan- State & Local Fiscal Recovery Funds must be committed & expended by the end 2024 & 2026 respectively.
  
- How was the value of the transaction obtained? – This allocation amount of American Rescue Plan- State & Local Fiscal Recovery Funds was agreed upon by the Mayor & Administration

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$5,500,000

**IMPACT STATEMENT:**

- What will happen if the City Council approves this legislation?
  - The City will be able to begin working on improving their parks
- Why Should the City Council approve this legislation?
  - To be able to upgrade/improve parks for the citizens of Camden

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Guy K. Rozier, City of Camden

Prepared by: Scott Z. Parker

(856)757-6405

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Name

Phone/Email

DSB/dh  
09-12-23

**RESOLUTION AUTHORIZING THE USE OF AMERICAN RESCUE PLAN-  
STATE & LOCAL FISCAL RECOVERY FUNDS IN THE AMOUNT OF \$35,000  
FOR CAMDEN JAM & LATIN NIGHT**

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

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

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

**WHEREAS**, Section 603(c)(1 )(A) of the Social Security Act established that recipients of CSLFRF may use funds to respond to the negative economic impact of the public health emergency including assistance to non-profits and small businesses; and

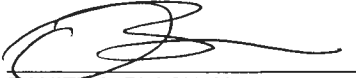
**WHEREAS**, the City of Camden wishes to authorize the use of CSLFRF in the amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000) for Camden Jam & Latin Night Outdoor Community Events to help spread public awareness about violence and public health; now therefore

**BE IT RESOLVED**, by the City Council of the City of Camden, that the City is hereby authorized to use CSLFRF for Camden Jam & Latin Night Outdoor Community Events, in the amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000).

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

Date: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Gerald C. Seneski

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the use of American Rescue Plan-State & Local Fiscal Recovery Funds in the amount of \$35,000 for Camden Jam & Latin Night

Point of Contact: Paul Palamattam (856) 602-4550 PaPalama@ci.camden.nj.us

Name	Department-Division-Bureau	Phone	Email
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## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	N			
Supporting Department Director (if necessary)	N			
Director of Grants Management	N			
Qualified Purchasing Agent	N			
Director of Finance	Y	J.P.	8/31/23	

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

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

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

Received by:  
City Attorney

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

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

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the use of American Rescue Plan-State & Local Fiscal Recovery Funds in the amount of \$35,000 for Camden Jam & Latin Night

**FACTS/BACKGROUND:**

- Camden Jam & Latin night are outdoor community events held to spread public awareness about violence & public health issue within the community.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$35,000

**IMPACT STATEMENT:**

- What will happen if the City Council approves this legislation?
  - The City will hold Camden Jam & Latin night
- Why Should the City Council approve this legislation?
  - To spread awareness about violence & Public health issues within the City

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Paul Palamattam, City of Camden

Prepared by: Scott Z. Parker

(856)757-6405

---

Name

Phone/Email

DB:dh  
09-12-23

R-42

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT PURSUANT TO NJSA  
40A:4-87 IN THE AMOUNT OF \$20,800 FROM THE US DEPARTMENT OF  
TRANSPORTATION, PASSED THROUGH THE DELAWARE VALLEY REGIONAL  
PLANNING COMMISSION FOR A SUB-GRANT ENTITLED "TRANSIT SUPPORT"**

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 Delaware Valley Regional Planning Commission awarded a Transit Support grant to the City for the reimbursement of staffing and related costs for participation in DVRPC transit related programs and meetings in the amount of \$20,800 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 Transit Support 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 \$20,800, which is now available from the Delaware Valley Regional Planning 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: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO, CPZBS

**TITLE OF ORDINANCE/RESOLUTION: Resolution approving an emergency appropriation in the amount of \$20,800.00 from the Delaware Valley Regional Planning Commission for the Transit Support Grant Program**

Dr. Edward Williams, Planning and Development 7135Edwillia@ci.camden.nj.us

Point of Contact:

Name	Department-Division-Bureau	Phone	Email
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## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		8/26/23	
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance				

Approved by:  
Business Administrator

Signature

8/29/23  
Date

Attachments (list and attach all available):

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

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

Received by:

SEP 1 2023

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

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



**City Attorney**

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**Signature**

**Date**

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution approving an emergency appropriation in the amount of \$20,800.00 from the Delaware Valley Regional Planning Commission for the Transit Support Grant Program

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

- **Relevant facts/history. 5Ws. Include geography if applicable.** The grant from the Delaware Valley Regional Planning Commission provides funds to fund the administrative costs (transit and capital projects) for participating as a member of the commission. The City of Camden serves as a member along with counties, cities and towns from New Jersey and Pennsylvania.
- **Time constraints, if any. (Why does the Council need to act now?)** There are no current time constraints.
- **How was the value of the transaction obtained (if applicable?)** Grant Award Letter

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$20,800.00

**IMPACT STATEMENT:**

- **What will happen if the City Council approves this legislation? or,**  
\$20,800.00 will be allocated to underwrite staff costs for its participation.
- **Why Should the City Council approve this legislation?**  
The grant funds will save the city approximately 20,800.00 in staffing costs.
- **What will happen if the City Council does not approve this legislation?**  
The city will have to underwrite the costs of staff participation.

**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:

*Edward Williams*

*713*

---

Name

Phone/Email

R-43

DB:dh  
09-12-23

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT PURSUANT TO NJSA  
40A:4-87 IN THE AMOUNT OF \$24,000 FROM THE US DEPARTMENT OF  
TRANSPORTATION, PASSED THROUGH THE DELAWARE VALLEY REGIONAL  
PLANNING COMMISSION FOR A SUB-GRANT ENTITLED "REGIONAL HIGHWAY  
SUPPORT"**

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 Delaware Valley Regional Planning Commission awarded a Transit Support grant to the City for the purpose of offsetting administrative costs for a staff member from the Department of Planning and Development in the amount of \$24,000 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 Supportive Highway Regional Planning 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 \$24,000, which is now available from the Delaware Valley Regional Planning 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: September 12, 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: SEPTEMBER 12, 2023

TO: City Council  
FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO, CPZBS

**TITLE OF ORDINANCE/RESOLUTION: Resolution approving an emergency appropriation in the amount of \$24,000.00 from the Delaware Valley Regional Planning Commission for the Support Highway Regional Grant Program**

Dr. Edward Williams, Planning and Development 7135Edwillia@ci.camden.nj.us

Point of Contact:

Name	Department-Division-Bureau	Phone	Email
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## ENDORSEMENTS

	Recommend Approval (X/N)	Signature	Date	Comments
Responsible Department Director	X		8/29/23	
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance				

Approved by:  
Business Administrator

Signature

Date

Attachments (list and attach all available):

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

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

Received by:

SEP 1 2023

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

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

**City Attorney**

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**Signature**

**Date**

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution approving an emergency appropriation in the amount of \$24,000.00 from the Delaware Valley Regional Planning Commission for the Support Highway Regional Grant Program

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

- **Relevant facts/history. 5Ws. Include geography if applicable.** The grant from the Delaware Valley Regional Planning Commission provides funds to fund the administrative costs (transit and capital projects) for participating as a member of the commission. The City of Camden serves as a member along with counties, cities and towns from New Jersey and Pennsylvania.
- **Time constraints, if any. (Why does the Council need to act now?)** There are no current time constraints.
- **How was the value of the transaction obtained (if applicable?)** Grant Award Letter

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$24,000.00

**IMPACT STATEMENT:**

- **What will happen if the City Council approves this legislation? or,**  
\$24,000.00 will be allocated to underwrite staff costs for its participation.
- **Why Should the City Council approve this legislation?**  
The grant funds will save the city approximately 24,000.00 in staffing costs.
- **What will happen if the City Council does not approve this legislation?**  
The city will have to underwrite the costs of staff participation.

**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:

*Edward Williams*

*7-3*

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Name

Phone/Email



DB:dh  
09-12-23

R-411

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES  
CONTRACT TO PENNONI ASSOCIATES, INC. IN CONNECTION WITH SPECIAL  
PROJECTS COORDINATION FOR VARIOUS CITY OWNED PARKS AND RELATED  
FACILITY IMPROVEMENTS**

WHEREAS, there exists a need for professional engineering/landscape architect design to provide planning, design and/or contract administration for City owned parks and related facilities improvement projects in the City of Camden; and

WHEREAS, pursuant to a Request for Proposals, PENNONI ASSOCIATES, INC., submitted a proposal for an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "G-02-41-765-027" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers of the City of Camden are hereby authorized to execute a contract with PENNONI ASSOCIATES, INC., for an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), for the purpose of providing planning, design and/or contract administration for City owned parks and related facilities improvement projects in the City of Camden, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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

Date: September 12, 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: PENNONI ASSOCIATES

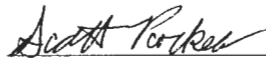
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:  
AMOUNT:
- APPROPRIATION RESERVE:  
AMOUNT: \$
- DEDICATED BY RIDER:  
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT: G-02-41-765-027  
AMOUNT;\$ 100,000.00
- 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: \$100,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO PENNONI ASSOCIATES IN CONNECTION WITH CITY OWNED PARKS AND RELATED FACILITY IMPROVEMENT PROJECTS

  
\_\_\_\_\_  
Gerald C. Seneski  
*Director of Finance*  
Date: 08/08/2023



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: SEPTEMBER 12, 2023

TO: City Council  
FROM: Edward Williams, Director Planning & Development/Office of Capital Improvements  
**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the Award of a Professional Services contract to Pennoni Associates in connection with City owned Parks and related Facility Improvements project.

Point of Contact: Orion Joyner  
Capital Improvements (856) 757-7680  
OrionJ@ci.camden.nj.us

Name	Department-Division-Bureau	Phone	Email
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## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		9/8	
Supporting Department Director (if necessary)	N			
Director of Grants Management	N			
Qualified Purchasing Agent	Y		9/8/2023	
Director of Finance	Y		9/8/23	
Approved by: Business Administrator			9-8-23	

Attachments (list and attach all available):

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

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

Received by:  
City Attorney

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

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

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution authorizing the Award of a Professional Services contract to Pennoni Associates in connection with City owned Parks and related Facility Improvements project.

**FACTS/BACKGROUND:**

- Improvements to various City owned Parks and related Facility Improvements needed
- Four (4) Proposals were received & will be reviewed, and recommendation of award will follow
- Professional Services to include: Coordination of projects, review, inventory and documentation of existing conditions, site survey, pre and post construction videos/photos, preparation of preliminary conceptual design alternatives, administrative services & other related tasks

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$100,000.00 (contract award)

**IMPACT STATEMENT:**

- Improvements to various City owned Parks and related Facility Improvements needed
- City Council approval of this legislation will allow various City parks & related facilities to have necessary improvements completed
- If not approved by Council corrective and preventative action to City owned Parks and related Facilities will not be properly addressed

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Orion Joyner, City Engineer
  - Attendance: (Y/N/Tentative). Confirmed?
- Edward Williams, Director Planning & Development
  - Attendance: (Y/N/Tentative). Confirmed?

**COORDINATION:**

- Ultimately, City of Camden residents will be impacted by approval of this Council request.

**Prepared by:** Tytanya Ray (856) 757-7680 tyray@ci.camden.nj.us

---

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 Engineering Services
Name of Vendor	Pennoni Associates
Purpose or Need for service:	Engineering Services in connection with City owned Parks and related Facility Improvements in the City of Camden.
Contract Award Amount	\$100,000.00
Term of Contract	12 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	Proposals Received
Were other proposals received? If so, please attach the names and amounts for each proposal received?	YES CME RVE PENNONI SUBBANN

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

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

\_\_\_\_\_  
Mayor's Signature\*

Date \_\_\_\_\_

\_\_\_\_\_  
Business Administrator/Manager Signature

Date \_\_\_\_\_

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

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



Chief Financial Officer Signature

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

\_\_\_\_\_ N/A \_\_\_\_\_

Date 9/8/2022

Certifying Officer

**For LGS use only:**

Approved

Denied

\_\_\_\_\_ Date \_\_\_\_\_

Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

**Department of Planning & Development- Office of Capital Improvements/Project Management  
Grant Summary Form**

Department: Planning & Development Initial: 9/8/2023  
Capital Improvements/Project Management

Grant Administrator: Tytanya C. Ray Grant Administrator #: 757-7628

Grant/Project Name:		City owned Parks and related Facility Improvements			
Grant #:					
City Contract Date:		pending	City Contract #:		Pending
Application Resolution #:		pending	Appropriation Code #:		G-02-41-765-027
Funding Source:		ARP			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$			
Local Match:	Y	N	Cash:		In-Kind
Budget Insertion Resolution # & Date:		Pending	Accepting Grant Resolution # MC:		Pending
Term of Grant:		Pending	Location of Activity:		City Owned Parks
Date of Analysis:		9/8/23	Reviewed By:		Tytanya C. Ray

**Summary:** 9/8/23: Council action authorizing the award of a Professional Services contract to Pennoni Associates in the amount of \$100,000.00 for Engineering services in connection with City owned Parks and related Facility Improvements project.

**Project Limits:**

Street From To

**Timelines:**

**Problem Areas/Recommendations:**

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)





VICTOR CARSTARPHEN  
MAYOR

DEPARTMENT OF PLANNING & DEVELOPMENT  
**CITY OF CAMDEN**  
NEW JERSEY

Division of Capital Improvements  
and Project Management  
(856) 757-7680

To: Prequalified Consultants

Kindly review the below scope of work and provide a cost proposal for professional engineering services related to the below referenced scope of work no later than August 24, 2023 @ 11:00am. The services required in this request shall be for a twelve (12) month period and shall commence from the date of issuance of Notice to Proceed for the project(s).

**Project Information**

**Design and Contract Administration**

The City of Camden is seeking the services of a professional engineering/landscape architect design firm to provide planning, design and/or contract administration for City owned parks and related facilities improvement projects. This shall include coordination of projects and various funding sources (Federal/State) and City Capital funding programs on behalf of the Department of Public Works (Parks and Open Spaces) under the direction and supervision of the Director of Public Works and/or City Engineer.

Specific tasks required under this project shall include, but not be limited to:

- a. Review, inventory and documentation of existing site conditions.
- b. Perform site survey.
- c. Pre and post construction videos/photos.
- d. Shop drawing and related submittal reviews.
- e. Location of utilities within and adjacent to site
- f. Preparation of opportunities and constraints map of the site
- g. Preparation of preliminary conceptual design alternatives for the site including the location and configuration of all site elements.
- h. Preparation of a cost estimate for the preliminary conceptual design alternatives and for the preferred conceptual design.
- i. Preparation of final design and bid documents (specification, plans, estimate, etc.)
- j. Coordination of public information meetings and presentation of plan
- k. Organization/Maintenance of project files as required. Project file (hardcopy and electronic format) to be provided to City
- l. Perform administrative tasks required to advance or close construction projects under consideration.

- m. Coordinating, attending, preparing and distributing minutes of all job meetings with Contractors and the City including pre-construction meetings.
- n. Project coordination to advance or closeout projects
- o. Creation and tracking of project payment history for projects.
- p. Preparation of required documents for certification from the City Chief Financial Officer.
- q. Preparation of Payment Vouchers for reimbursement.
- r. Community outreach with current users and stakeholders
- s. Preparation/Review of payments to contractors.
- t. Preparation/Review of project change orders.
- u. Monthly report to the City regarding status of select projects
- v. Preparation of documents required for incorporation into City Master Plan and report identifying the preferred conceptual design, and the recreational amenities planned for the site including the location and configuration of all site elements

Prospective bidders may contact the Bureau of Purchasing (Email: Lateefah Chandler at [LaChandl@ci.camden.nj.us](mailto:LaChandl@ci.camden.nj.us); 856.757.7475) or Division of Capital Improvements and Project Management, (Email: Stephanie Walker at [StWalker@ci.camden.nj.us](mailto:StWalker@ci.camden.nj.us); Tel: 856.757.7680) for additional information.

Proposals (3 hardcopies) are to be submitted to the Division of Capital Improvements & Project Management (attn.: Stephanie Walker), 520 Market Street, Suite 325, Camden, New Jersey 08102, by the above-referenced due date. Proposals not received by the date and time referenced will not be considered.

## Lateefah Chandler

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**From:** Stephanie Walker  
**Sent:** Thursday, August 24, 2023 3:25 PM  
**To:** Lateefah Chandler  
**Cc:** Orion Joyner  
**Subject:** Special Projects Coordination Scope\_Parks 2023 Proposals received

Good afternoon,  
Correction, for the above mentioned. There were (4) four submittals.

CME  
R&V  
PENNONI  
SUBURBAN CONSULTING ENGINEERS

THANKS,

*Stephanie Walker*

Planning & Development/  
Capital Improvements  
Stwalker@ci.camden.nj.us  
856-757-7680



DB:dh  
09-12-23

**RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT WITH THE  
CAMDEN COMMUNITY PARTNERSHIP TO PROVIDE PROGRAMMATIC SUPPORT  
FOR COMMUNITY HEALTH EVENTS INCLUDING CAMDEN JAM AND LATIN NIGHT  
UP TO \$35,000**

WHEREAS, the City of Camden has been awarded funding through the Coronavirus State and Local Fiscal Recovery Fund in the amount up to \$35,000; and

WHEREAS, Camden Community Partnership, with the support of the City, has secured Coronavirus State and Local Fiscal Recovery Funding, for the Camden Jam & Latin Night Outdoor Community Events to help spread public awareness about violence and public health; and

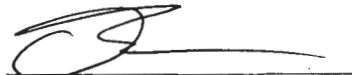
WHEREAS, the City of Camden desires to enter into an subrecipient agreement with Camden Community Partnership to facilitate the Camden Jam & Latin Night Outdoor Community Events; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper officers be and are hereby authorized to enter into a subrecipient agreement with Camden Community Partnership for the provision of said services.

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

Date: September 12, 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 HONORING MARIA CORREA UPON HER RETIREMENT  
FROM THE CITY OF CAMDEN**

**WHEREAS**, Maria Correa retired from the City of Camden, on September 1, 2023, after 9 years of dedicated service to the City and the residents of the City of Camden; and

**WHEREAS**, Maria began her career in the Office of the Mayor as a Clerk under the Honorable Dana L. Redd's Administration in 2014. Maria prior to her tenure with the Mayor's Office, was employed with the City of Camden Housing Authority, dedicating twelve outstanding years on the Housing Authority's Board of Commissioners. She has demonstrated a lifelong commitment and dedication to the community of the City of Camden; and

**WHEREAS**, in 2018 under the Honorable Francisco "Frank" Moran's Administration, Maria embarked in a new journey with the newly established Office of Constituent Services, a division of the Mayor's Office. During her years of service, Maria emerged as an advocate to the citizens of Camden becoming a bridge between the City of Camden and its residents demonstrating exemplary dedication and unwavering commitment to the public. She will be missed by many who had the privilege of knowing and working with her; 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 City and the residents of Camden City with dedication and distinction; now, therefore

**BE IT RESOLVED**, by the City Council of the City of Camden that it hereby congratulates and extends their gratitude to Maria Correa for nine years of service to City of Camden, its residents and public, and wishes her a restful, healthy and well-deserved retirement along with a beautiful new chapter of her 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: September 12, 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: September 8, 2023

Council Meeting Date: September 8, 2023

FROM: Councilperson

Angel Fuentes, President

Shaneka Boucher, 1<sup>st</sup> Ward

Sheila Davis, Vice President, At-Large

Christopher Collins, 2<sup>nd</sup> Ward

Nohemi Soria-Perez, At-Large

Marilyn Torres, 3<sup>rd</sup> Ward

Felisha Reyes-Morton, 4<sup>th</sup> Ward

**Action Requested:**

**RESOLUTION HONORING MARIA CORREA UPON HER RETIREMENT FROM  
THE CITY OF CAMDEN**

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

Christopher Collins/*gms*

9/08/2023

\_\_\_\_\_  
Signature of Councilperson

\_\_\_\_\_  
Date

DB:dh  
09-12-23

**RESOLUTION ACCEPTING A \$15,000 GRANT FROM THE NEW JERSEY HEALTH CARE QUALITY INSTITUTE FOR THE MAYOR'S WELLNESS CAMPAIGN, COMMUNITY MENTAL HEALTH**

WHEREAS, the City of Camden applied for and received a Mayor's Wellness Campaign, Community Mental Health Grant from the New Jersey Health Care Quality Institute in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00); and

WHEREAS, the grant will be used to implement a community healing circles program to address the mental health needs of at-risk youth in grades 8 to 12; and

WHEREAS, the City desires to accept the grant from the New Jersey Health Care Quality Institute; now, therefore

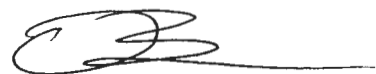
BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the grant from the New Jersey Health Care Quality Institute in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00).

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such Grant.

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

Date: September 12, 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



**Mayors Wellness Campaign  
Community Mental Health Grant Agreement**

Pursuant to the terms of the Agreement, funded by Walmart and New Jersey Health Care Quality Institute ("Quality Institute"), Camden City will provide the following services outlined as deliverables below. The municipality certifies that the funding will be utilized only to complete the agreed upon activities outlined in the application document and on expenses outlined in the proposed budget.

**Schedule:** The term of this work is September 1, 2023, through August 31, 2024.

**Deliverables:**

Deliverable	Due Date
Signed Grant Agreement due back to the Quality Institute.	9/15/23
Interim Reports due.	3/15/2024
Final Reports due.	9/16/2024

**Fees and Schedule:**

The Quality Institute will make an initial payment of \$13,500 (90% of total award amount) upon contract execution, a second payment of \$1,500 (10% of total award amount) upon completing the final report. Any unexpended funds at the end of the contract period will be returned to the Quality Institute within 30 days of the contract ending.

**Signatures:**

Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Additionally, please provide the information requested below for the individual responsible for the program implementation and grant reporting.

Name \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Mayors Wellness Campaign (MWC) – Mental Health Initiative FY23**  
**City of Camden**

1. **Name of the municipality:** Camden City
2. **Mailing address:** 520 Market Street, City Hall, Room 400, P.O. Box 95120, Camden, NJ 08101-5120
3. **Name of individual responsible for the proposed grant:** Victor G. Carstarphen
4. **Request amount (\$10,000, \$15,000 or \$25,000):** \$25,000.00
5. **Project description: Provide an overview of the program.**

The City of Camden is seeking \$25,000 in funding from the Mayors Wellness Campaign to successfully implement a community healing circles program to address the mental health needs of at-risk youth in grades 8 to 12. Operated under the Department of Human Services' Office of Youth Services, the program aims to create a safe and supportive space for young individuals to engage in restorative and transformative justice practices while integrating a mental health component. By utilizing the MWC framework, the program will focus on fostering emotional well-being, promoting healthy coping strategies, and building a sense of belonging among the target population.

The program will recruit qualified mental health experts and counselors who will be an integral part of the community healing circles. Their presence will provide immediate support, guidance, and resources related to mental health and well-being, ensuring that participants receive the care they need. Through these circles, youth will have the opportunity to engage in open discussions, share experiences, and build meaningful connections with their peers, promoting a supportive environment for emotional growth.

The City of Camden's Office of Youth Services, with the support of MWC and the integration of restorative justice principles and mental health expertise, aspires to create a transformative program that positively impacts the mental health and emotional well-being of at-risk youth. By nurturing a culture of empathy, understanding, and support within the community, this initiative seeks to empower young individuals with the tools they need to thrive and lead emotionally resilient lives.

6. **Program goals: Describe the goal of this program.**

The program's core goals revolve around empowerment through healing circles, where at-risk youth will have a platform for open discussions, empathy, and understanding facilitated by experts in restorative and transformative justice. Mental health experts and counselors will be actively involved in the circles, providing immediate support and resources to create a safe environment for youth to explore their emotions and challenges. In addition to the healing circles, psychoeducational workshops will be conducted to equip participants with essential skills for stress management, emotional regulation, coping strategies, and mental health awareness. This empowerment aims to enable the youth to navigate challenges effectively and promote their overall well-being.

The program will also foster a sense of belonging by facilitating the formation of peer support networks. Through team-building activities, group outings, and workshops, the initiative seeks to cultivate empathy, mutual assistance, and positive relationships among

**Mayors Wellness Campaign (MWC) – Mental Health Initiative FY23**  
**City of Camden**

the participants. By creating a strong sense of community, the program aims to provide a supportive network for at-risk youth.

Moreover, the initiative will address stigma surrounding mental health and substance use by fostering open discussions during the circles. This approach aims to encourage youth to seek help without fear of judgment, reducing barriers to accessing mental health support.

Lastly, the program seeks to promote restorative justice principles, helping youth understand the impact of their actions, take responsibility, and find positive alternatives to conflict resolution.

Through this holistic approach, integrating restorative justice practices, mental health expertise, and psychoeducational workshops, the City of Camden aims to create a transformative program that positively influences the mental health and emotional well-being of at-risk youth.

**7. Target population: Describe the intended population for the program.**

The intended population for the community healing circles program is at-risk youth in grades 8 to 12. These individuals, typically aged between 13 to 18 years old, may face various challenges and vulnerabilities, such as economic hardships, unstable family environments, exposure to violence, substance use, or mental health concerns

**8. Describe how the program will address the needs of underserved populations in your community.**

The proposed community healing circles program, administered by the Office of Youth Services under the City of Camden's Department of Human Services, aims to address the specific needs of underserved populations in Camden, NJ. Approximately 21.6% of the community comprises individuals under 18 years of age, who face various challenges associated with high crime rates, economic disparities, and educational limitations. The presence of crime, including violent crimes and drug-related offenses, can create an unsafe environment for youth, impacting their well-being and development. Moreover, economic challenges, such as high levels of poverty and unemployment, have persistently affected opportunities available to youth and their overall quality of life.

The city's education system also faces challenges due to underfunding, outdated facilities, and limited access to resources. These factors, coupled with the influence of gang activity in some neighborhoods, can pose safety risks and potential recruitment threats to vulnerable youth. These challenges, along with a lack of recreational spaces and health disparities, contribute to significant mental health issues among the underserved youth in Camden. To address these barriers, the proposed program will allocate funding to implement mental health education and counseling services for program participants. By enhancing self-awareness, youth will gain a better understanding of their emotions, thoughts, and behaviors, enabling them to recognize when they may need support and take appropriate steps to care for their mental well-being. Equipped with coping strategies, they

**Mayors Wellness Campaign (MWC) – Mental Health Initiative FY23  
City of Camden**

will better manage stress, anxiety, and emotional challenges, leading to increased resilience and overall mental health improvement.

The implementation of the community healing circles program will foster healthier and more supportive relationships among peers, family, and the community, as young individuals become more empathetic and understanding towards others' struggles. By actively addressing mental health needs through the healing circles, the program aims to positively impact academic performance, enabling youth to focus better on their studies, manage time effectively, and handle school pressures more efficiently. Moreover, by promoting proactive approaches to mental health and encouraging help-seeking behavior, the program seeks to empower youth, fostering a sense of control over their lives and significantly reducing the likelihood of engaging in risky behaviors detrimental to their mental health. Through these collective efforts, the community healing circles program aims to make a positive impact on the mental health of underserved youth in the City of Camden, contributing to a healthier and more resilient community as a whole.

**9. Describe your partners for this program and how you will work with them. Included but not limited to municipal departments, school systems, health systems, providers, community-based organizations.**

The City of Camden Mayor's Office will partner with the Department of Human Services (DHS) Office of Youth Services to implement the proposed project. DHS will be responsible for securing the space for the proposed mental health classes in addition to recruiting a qualified mental health facilitator(s).

The DHS Office of Youth Services, established in 1975, coordinates and administers a variety of counseling, social, recreational, educational and psychological services to youth and families in the City of Camden. They coordinate the City of Camden's Municipal Drug Alliance Program, as well as the city's Multi-Agency Life Line (MALL) Program. These activities strive to connect people and resources with effective and innovative programs aimed at reducing substance abuse and juvenile delinquency in our communities. The office focuses on supporting vulnerable populations, addressing social issues, and promoting the well-being of the community.

Through this partnership, the City is confident that it will make a significant impact on the mental health in the community. By providing accessible mental health classes and ensuring the presence of a qualified facilitator, it is the City's hope to empower youth participants to take control of their mental well-being. This expansion aligns with the mission of the Mayor's office and DHS to create a healthier and more resilient community.

**10. Program activities and projected timeline: Describe the key activities that will be completed to achieve the goal of this program. Provide a general timeline for these activities.**

Below is a projected timeline of activities between September 2023 to August 2024:

**Mayors Wellness Campaign (MWC) – Mental Health Initiative FY23  
City of Camden**

**September 2023:** Program Planning and Development: The program team will define program objectives, identifying target locations and populations, and designing the curriculum for healing circles and psychoeducational workshops.

**October 2023 to November 2023:** Recruitment and Training: Qualified professionals will be recruited to facilitate the healing circles and workshops. Training sessions will be conducted to equip them with the necessary skills to engage effectively with the youth participants.

**January 2023:** Program Launch and Outreach, Commencement of Healing Circles and Workshops: The community healing circles program will launch in Fall 2023, and program coordinators will conduct extensive outreach efforts to promote the program among schools, community centers, youth organizations, and through social media platforms.

**February 2023 to July 2024:** Ongoing Healing Circles, Workshops, and Peer Support Network Activities: Regular healing circles and psychoeducational workshops will be conducted, offering a safe space for at-risk youth to engage in open discussions, share experiences, and learn valuable coping strategies and mental health awareness.

**June to August 2024:** Program Evaluation and Reflection: The program team will conduct program evaluation and reflection sessions to assess the program's impact on participants' mental well-being and overall outcomes. Data will be collected and analyzed to inform future improvements and potential program expansion.

**11. Program evaluation: Describe how you will measure success for this program. Include specific evaluations processes and intended outcomes.**

The City of Camden, through the DHS and Mayor's Office, will utilize a comprehensive evaluation process that assesses various aspects of the program's impact on the target population, including the following:

**Participant Feedback and Surveys:** Feedback from program participants will be collected through surveys and focus group discussions. This qualitative data will provide insights into the program's perceived effectiveness, its influence on participants' emotional growth, and the development of supportive relationships within the community.

**Attendance and Retention Rates:** Tracking attendance and retention rates will provide information on the program's engagement and participant commitment. Consistent attendance and sustained participation throughout the program duration will be indicative of the program's effectiveness in engaging the target population.

**Peer Support Network Evaluation:** The formation and functioning of peer support networks will be evaluated to determine the effectiveness of these networks in fostering a sense of belonging and mutual support among participants. Positive outcomes may include strengthened social connections and increased feelings of support among program participants.



**Mayors Wellness Campaign  
Community Mental Health Grant Reports**

**Municipality Name:**  
**Grant Amount:**  
**Report Type (Interim or Final):**

**Activities**

Use the table below to identify up to 10 of the primary grant activities and provide an update on their status. These should come directly from your grant application.

Activity Description	Status of Activity Progress

**Goals and Evaluation**

Using the evaluation methods outlined in your grant proposal – describe the progress made towards your program goals.

**Barriers**

What challenges have you faced in the first half of the program year?  
Have you had to make any significant changes to your program plan? If so, describe.

**Community Partners**

List any community partners that you have worked on this program with in the last 6 months.

**Budget**

Complete the excel budget form. If there are any categories in which you have not expended at least 50% of the funds, please explain why.

**Signatures**

By signing below, I certify that all the information is accurate to the best of my knowledge and that this funding has been used solely for the purpose of completing grant-related activities.

Name \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DB:dh  
09-12-23

**RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF CAMDEN AND CAMDEN COUNTY HISTORICAL SOCIETY  
IN THE AMOUNT OF \$100,000.00**

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, Community Development Block Grant Funds are to be utilized to develop viable communities for American citizens; and

WHEREAS, pursuant to a request for proposal, CAMDEN COUNTY HISTORICAL SOCIETY, has submitted a proposal for the Benjamin Cooper Tavern Project; and

WHEREAS, this endeavor is an eligible activity under 24 C.F.R. Section 570; and

WHEREAS, the City of Camden desires to enter into an agreement with CAMDEN COUNTY HISTORICAL SOCIETY, to complete the project for an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), for the provision of said services; and

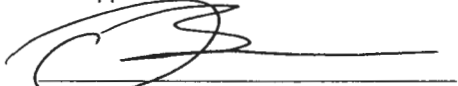
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the reserve for state and federal grant budget of the City of Camden under line item "H-25-BG-021-002" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper City Officers be and are hereby authorized to enter into an agreement with CAMDEN COUNTY HISTORICAL SOCIETY, for the Benjamin Cooper Tavern Project for 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: September 12, 2023

The above has been reviewed  
and approved as to form.

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

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

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

**CITY OF CAMDEN**

**CERTIFICATION AS TO THE AVAILABILITY OF FUNDS**

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: CAMDEN COUNTY HISTORICAL SOCIETY

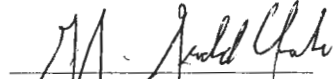
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:  
AMOUNT:
- APPROPRIATION RESERVE:  
AMOUNT: \$
- DEDICATED BY RIDER:  
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT: H-25-BG-021-002  
AMOUNT: \$100,000.00
- 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: \$ 100,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AWARDING CAMDEN COUNTY HISTORICAL SOCIETY \$1000,000.00 FOR THE PURPOSE OF SUPPORTING COST WITH THE RESTORATION OF BENJAMIN COOPER TAVERN. 00

  
Gerald C. Seneski  
Director of Finance  
Date: 9/7/23





# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 10/10/2023

TO: City Council  
FROM: Department of Finance – Grants Management

**TITLE OF ORDINANCE/RESOLUTION: Contract Resolution awarding Camden County Historical Society \$100,000 for the purpose of supporting cost with the restoration of Benjamin Cooper Tavern.**

Point of Contact:

Kelly Mobley	Name	Department-Division- Bureau Grants Management	Phone 27689	Email: kemobley@ci.camden.nj.us
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## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director				
Supporting Department Director (if necessary)				
Director of Grants Management	Y			
Qualified Purchasing Agent				
Director of Finance			9/17/2023	
Approved by: Business Administrator			9/16	
			9.8.23	

Attachments (list and attach all available):

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

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

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

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

# Authority to Use Grant Funds

U.S. Department of Housing  
and Urban Development  
Office of Community Planning  
and Development

<b>To:</b> (name & address of Grant Recipient & name & title of Chief Executive Officer)  The Honorable Victor Carstarphen Mayor, City of Camden City Hall, 4th Floor P.O. Box 91520 Camden, NJ 08101-5120	<b>Copy To:</b> (name & address of SubRecipient)  Mr. Gerald Seneski Director City of Camden, Suite 316 P.O. Box 95120 Camden, NJ 08101-5120
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We received your Request for Release of Funds and Certification, form HUD-7015.15 on	August 18, 2023
Your Request was for HUD/State Identification Number	B-21-MC-34-0003


All objections, if received, have been considered. And the minimum waiting period has transpired.  
 You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.  
 File this form for proper record keeping, audit, and inspection purposes.

The Camden City Historical Society will rehabilitate the Benjamin Cooper Tavern in phases. The first phase will continue and expand upon the preliminary stabilization work and includes repairs to the building and rehabilitation of the 1917 addition, including the installation of an ADA-accessible ramp along the eastern elevation of the building. The second phase will include interior rehabilitation of the 1734 main block and 1830-1843 wings, as well as all remaining site work.

CDBG funds in the amount of \$100,000 will be used for costs associated with stabilization - masonry work for Phase I (brick pointing and project oversight).

Request for release of funds: \$100,000.

Please note: Approval of this Request for Release of Funds does not constitute approval of the CDBG Program eligibility and national objective compliance required for this use of funds.

Typed Name of Authorizing Officer <b>Annemarie C. Uebbing</b> Title of Authorizing Officer CPD Director	Signature of Authorizing Officer   X	Date (mm/dd/yyyy)  09/05/2023
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## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** A concise, precise, and complete description of the action the City Council is going to take.

*Contract Resolution Awarding Camden County Historical Society \$100,000.00 for the purpose of supporting the restoration of Benjamin Cooper Tavern*

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

- **Relevant facts/history. 5Ws. Include geography if applicable.** Funding was approved for this project through the City of Camden's Allocation of federal funds known as Community Development Block Grant (CDBG) Funds. The agency obtained the award through a competitive bidding process.
- **Time constraints, if any. (Why does the Council need to act now?)** The funds for this project are tied to the City's Workout Plan submitted to HUD. Annually, the City is required to meet a timeliness deadline. This year, if we do not, the City may lose a portion of the funding.
- **How was the value of the transaction obtained (if applicable?)** The value of the agreement was obtained through submission of the proposal from the vendor which was examined by two review committees in accordance with the City's Citizen Participation Program.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$100,000

### IMPACT STATEMENT:

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

An accordance with the National Objective to benefit low-mod income families via area benefit; The Benjamin Cooper Tavern's restoration and as trailhead for the 33-mile Camden County LINK Trail sits on the vacant Block 1, Lot 1, 14-acre commercial site with commercial properties on both sides of the property. It is the intent of Camden County to subdivide the 14-acre site for the trail and museum. The County-owned site would become a linear park for the neighborhood and the general public. The Museum's Community Room and adjacent porch and grounds will act as a community meeting area or center. The American Revolution Museum of Southern New Jersey may have the secondary benefit of attracting heritage tourists to Camden during the America's 250th celebrations across the Benjamin Franklin Bridge in Philadelphia starting in 2026 as well as 5 to 7 FIFA World Cup games and the Major League Baseball All-Star game. These heritage tourists may spend their money in local restaurants and stores and bolster local entrepreneurs and create new jobs.

### SUBJECT MATTER EXPERTS/ADVOCATES:

- Name, Organization 1.

- Attendance: (Y/N/Tentative). Confirmed?
- Name, Organization 2.
  - Attendance: (Y/N/Tentative). Confirmed?
- Additional as required...

**COORDINATION:**

- Who is impacted/has action if the legislation is passed? Include Government and Non-Government entities – Camden County Historical Society and the City of Camden

**Prepared by:**

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Name	Phone/Email
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**CAMDEN COUNTY HISTORICAL SOCIETY  
2021-2022 CDBG**

Schedule A

**Title of Contract Award:** Benjamin Cooper Tavern

**City Information**

Department: Grants Management  
Address: 520 Market Street - Rom 316  
Camden, New Jersey 08101  
Contact Person: Kelly Mobley  
Telephone Number: (856) 968-3506  
E-mail address: [kemobley@ci.camden.nj.us](mailto:kemobley@ci.camden.nj.us)  
City Monitor: Kelly Mobley  
Telephone Number: (856) 968-6423  
E-mail address: [kemobley@ci.camden.nj.us](mailto:kemobley@ci.camden.nj.us)

**Recipient Information**

Agency Name: Camden County Historical Society  
Address: 1900 Park Boulevard  
Camden, New Jersey 08103  
Contact Person: Dr. Jack O'Bryne  
Telephone Number: (856) 541-7447 & (856) 908-9038 (cell)  
Fax Number:  
E-mail Address: [execdirect@cchsnj.org](mailto:execdirect@cchsnj.org)

**Funding Amount & Source of Funds**

Appropriation Code #:		
Awarded Source:		CDBG
<b>Funding Amount:</b>	<b>\$</b>	<b>100,000.00</b>
Matching Funds	\$	220,825.00
<b>Total Other Source</b>		
<b>Total Project Amount</b>	<b>\$</b>	<b>320,825.00</b>

Start Date: 10/1/2023  
Completion Date: 9/30/2024  
Contract Liquidation of Obligation Must  
be Made By: 10/31/2024

**Project Description:**

Funding is being provided in support of cost associated with Phase I of the Restoration of the Benjamin Cooper Tavern.

**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	Sub-recipient Agreement
Name of Vendor	Camden County Historical Society
Purpose or Need for service:	Awarding funding through the City's Entitlement Grant Program for the purpose of supporting rehab cost associated with the Phase I of the American Revolution Museum of SNJ – re-use of the Benjamin Cooper Tavern
Contract Award Amount	\$100,000.00
Term of Contract	10/1/2023 – 9/30/2024
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Overall Entitlement Grant approved by HUD see attached list of approved projects from the application and letter of award.
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	Through the Action Plan Process (actual grant application) the City released an RFP for services associated with the city/community priorities created in the City's 5 year consolidated plan. applications were received and vetted through the City/Community and approved by the Mayor of the City.
Were other proposals received? If so, please attach the names and amounts for each proposal received?	Each proposal was unique to the agency. Proposals selection was based on funding availability and city priority. No two proposals were identical.

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 \_\_\_\_\_

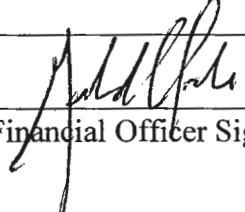
\_\_\_\_\_  
Business Administrator/Manager Signature

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.

Pending \_\_\_\_\_ Date \_\_\_\_\_  
Certifying Officer

**For LGS use only:**

Approved  Denied

\_\_\_\_\_ Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

## City of Camden- CDBG Funding FY 2021-2022

## CCHS American Revolution Museum of SNJ CDBG Budget

10/01/23 - 9/30/24

BUDGET CATEGORY	CDBG Allocation	County Allocation	New Jersey Special Budget Appropriation	Total Project Cost Estimate
<b>Construction</b>				
Repair exterior masonry	\$90,000.00	\$50,000.00		\$140,000.00
Project Coordinator	\$10,000.00		\$25,000.00	\$35,000.00
Architecture - Phase One			\$98,765.00	\$98,765.00
Construction Administration			\$31,600	\$31,600
Archeology Services			\$15,460.00	\$15,460.00
<b>Total</b>	<b>\$100,000.00</b>	<b>\$50,000.00</b>	<b>\$170,825.00</b>	<b>\$320,825.00</b>

## American Revolution Museum of SNJ Phase One Budget

Description	Amount	Unit Cost	Total
Site clean-up and preparation	Allowance	\$50,000	\$50,000
Existing Terrace Repair	200 sf	\$60/sf	\$12,000
Repair and repointing of exterior masonry	4,000 sf	\$35/sf	\$140,000
Repair exterior wood work	250 lf	\$55/sf	\$13,750
Reconstruct dormers	3 dormers	\$15,000 each	\$45,000
Replace sloped roofs with cedar shingle roofing	2000 sf	\$35/sf	\$70,000
Replace "flat" roof, sheathing and insulation	930 sf	\$25/sf	\$23,250
Repair/ replace key exterior windows	14 windows	\$2,500 each	\$35,000
Repair/ replace remaining windows	32 windows	\$2,000 each	\$64,000
Repair/ replace exterior doors	5 doors	\$2,500 each	\$12,500
Interior stabilization and preparation	Allowance	\$30,500	\$30,500
Install new utilities service, security lighting and security system	Lump sum	\$50,000	\$50,000
Construct new terrace and ADA access ramps at 1917 wing	Allowance	\$70,000	\$70,000
HVAC in 1917 Wing	930 sf	\$60/sf	\$55,800
Electric in 1917 Wing	930 sf	\$40/sf	\$37,200
Repair and install new finishes in 1917 Wing	930 sf	\$50/sf	\$46,500
Archeology Services			\$15,460
Construction Administration			\$31,600
Install ADA accessible restrooms in 1917 Wing	Total cost each	\$15,000/ restroom	\$45,000
Subtotal			\$847,560
General Conditions, Overhead and Profit, Bond			\$110,100
Professional Design Fees at 10%			\$98,765
CCHS Project Coordinator			\$35,000
Contingency			\$176,332
Phase 1 Total			\$1,267,757



## Kelly Mobley

---

**From:** Laurinaitis, Noreen A <Noreen.A.Laurinaitis2@hud.gov>  
**Sent:** Friday, August 25, 2023 11:57 AM  
**To:** Kelly Mobley  
**Subject:** RE: <External Message> RE: AUTHORIZATION TO USE GRANT FUNDS - \$100,000 - BENJAMIN TAVERN

The first release date is 9/4 Labor Day so you should anticipate receiving the AUGF on 9/5.

**From:** Kelly Mobley <KeMobley@ci.camden.nj.us>  
**Sent:** Tuesday, August 22, 2023 3:21 PM  
**To:** Laurinaitis, Noreen A <Noreen.A.Laurinaitis2@hud.gov>  
**Cc:** JoHanna Herrera <JoHerrer@ci.camden.nj.us>; Barbara Bellamy-Johnson <BaBellam@ci.camden.nj.us>; Tianie Wilson <TiWilson@ci.camden.nj.us>  
**Subject:** <External Message> RE: AUTHORIZATION TO USE GRANT FUNDS - \$100,000 - BENJAMIN TAVERN

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Good afternoon Noreen. Please be advised of the following:

### **Will the building be open to the general public during all normal hours of operation?**

*The American Revolution Museum of Southern New Jersey intends to open by July 4, 2026, America's 250<sup>th</sup> birthday. The normal hours of operation will be 10am to 4pm, five day per week Friday through Monday and Wednesday. Tuesdays and Thursdays off unless the Community Room is being used for special events for the neighborhood and/or as trailhead for the 33-mile Camden County LINK Trail from the Delaware River to Atlantic County, NJ.*

### **Will entrance or use fees be charged?**

*There will be a fee of approximately \$5.00 for the general public to tour the museum and school trips will be free, at least for the first year. The 14<sup>th</sup> Amendment Community Room will be free to access for the general public for educational information about the struggle for equality since the Declaration of Independence stated that "all men are created equal". The 14<sup>th</sup> Amendment Community Room will be free to access for the general public for educational information about the struggle for equality since the Declaration of Independence stated that "all men are created equal".*

### **What is the national objective compliance? If using LMA Low- and Moderate-income area benefit, how did you document the boundaries of the service area for this museum? Is this project site primarily residential?**

*The Benjamin Cooper Tavern's restoration and as trailhead for the 33-mile Camden County LINK Trail is an approved project in the City County approved North Camden Neighborhood Plan. The building sits on the vacant Block 1, Lot 1, 14-acre commercial site with commercial properties on both sides of the property. It is the intent of Camden County to subdivide the 14-acre site for the trail and museum. The County-owned site would become a linear park for the neighborhood and the general public (3.2.1 Low Mod Area Benefit). The Museum's Community Room and adjacent porch and grounds will act as a community meeting area or center (3.2.1 Low Mod Area Benefit).*

*The American Revolution Museum of Southern New Jersey may have the secondary benefit of attracting heritage tourists to Camden during the America's 250<sup>th</sup> celebrations across the Benjamin Franklin Bridge in Philadelphia starting in 2026 as well as 5 to 7 FIFA World Cup games and the Major League Baseball All-Star game. These heritage tourists may spend their money in local restaurants and stores and bolster local entrepreneurs and create new jobs.*

*Kelly Mobley*

Kelly Mobley  
Coordinator for Federal and State Aid  
Department of Finance  
Bureau of Grants Management  
City Hall – Suite 316 PO Box 95120  
Camden, NJ 08101-5120  
(856) 602-4521 (office)  
(856) 676-6444 (cell)  
(856) 968-6417 (fax)

**From:** Laurinaitis, Noreen A <[Noreen.A.Laurinaitis2@hud.gov](mailto:Noreen.A.Laurinaitis2@hud.gov)>

**Sent:** Tuesday, August 22, 2023 2:41 PM

**To:** Kelly Mobley <[KeMobley@ci.camden.nj.us](mailto:KeMobley@ci.camden.nj.us)>

**Cc:** JoHanna Herrera <[JoHerrer@ci.camden.nj.us](mailto:JoHerrer@ci.camden.nj.us)>; Barbara Bellamy-Johnson <[BaBellam@ci.camden.nj.us](mailto:BaBellam@ci.camden.nj.us)>; Tianie Wilson <[TiWilson@ci.camden.nj.us](mailto:TiWilson@ci.camden.nj.us)>

**Subject:** RE: AUTHORIZATION TO USE GRANT FUNDS - \$100,000 - BENJAMIN TAVERN

Kelly,

Prior to considering the RROF for this project, I have several questions on eligibility and national objective compliance for this proposed CDBG-funded project.

Will the building be open to the general public during all normal hours of operation?  
Will entrance or use fees be charged?

What is the national objective compliance? If using LMA Low- and Moderate-income area benefit, how did you document the boundaries of the service area for this museum? Is this project site primarily residential?

Thank you,

Noreen

-----Original Message-----

**From:** Kelly Mobley <[KeMobley@ci.camden.nj.us](mailto:KeMobley@ci.camden.nj.us)>

**Sent:** Friday, August 18, 2023 3:35 PM

**To:** CPD\_GeneralCorr-NK <[CPD\\_GeneralCorr-NK@hud.gov](mailto:CPD_GeneralCorr-NK@hud.gov)>

**Cc:** Laurinaitis, Noreen A <[Noreen.A.Laurinaitis2@hud.gov](mailto:Noreen.A.Laurinaitis2@hud.gov)>; JoHanna Herrera <[JoHerrer@ci.camden.nj.us](mailto:JoHerrer@ci.camden.nj.us)>; Barbara Bellamy-Johnson <[BaBellam@ci.camden.nj.us](mailto:BaBellam@ci.camden.nj.us)>; Tianie Wilson <[TiWilson@ci.camden.nj.us](mailto:TiWilson@ci.camden.nj.us)>

**Subject:** <External Message> RE: AUTHORIZATION TO USE GRANT FUNDS - \$100,000 - BENJAMIN TAVERN

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Good afternoon. Please see the attached request for release of funds in the amount of \$100,000 which I am submitting for approval. This project is Phase I of the re-use of this historic building into what will be named the "American Revolution Museum.

If there are any questions, feel free to contact me.

Kelly Mobley  
Coordinator for Federal and State Aid  
Department of Finance  
Bureau of Grants Management  
City Hall – Suite 316 PO Box 95120  
Camden, NJ 08101-5120  
(856) 602-4521 (office)  
(856) 676-6444 (cell)  
(856) 968-6417 (fax)

DB:dh  
09-12-23

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR  
PROFESSIONAL SERVICES TO HOWARD MCCOACH, PC  
IN THE AMOUNT NOT TO EXCEED \$150,000**

WHEREAS, the City of Camden has need to acquire legal services for Contract Compliance and Counsel to Council Services; and

WHEREAS, pursuant to a Request for Proposal #23-14, the lowest, responsible proposal was submitted by Howard McCoach, PC, for an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) for period of one (1) year; and

WHEREAS, Howard McCoach, PC will provide legal services for Contract/Grant Compliance and Counsel to Council Services at \$110.00 per hour for an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00); and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden under line item(s) "3-01-E0-200-906", 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 officers of the City of Camden are hereby authorized to execute a contract with Howard McCoach, PC at the rate of \$110.00 per hour, for an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) for a period of one (1) year to provide legal services for the provision of Contract Compliance and Counsel to Council Services for the City of Camden, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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

Date: September 12, 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: HOWARD MCCOACH

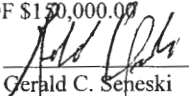
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 3-01-E0-200-906  
AMOUNT: \$150,000.00
- 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: \$150,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES TO HOWARD MCCOACH , PC IN THE AMOUNT OF \$150,000.00

  
\_\_\_\_\_  
Gerald C. Sepeski  
*Director of Finance*  
Date: 9/7/23



# CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM


COUNCIL MEETING DATE: **SEPTEMBER 12, 2023**

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

**TITLE OF ORDINANCE/RESOLUTION:** Resolution Authorizing the Award of a Contract for Professional Services to Howard McCoach, PC in the amount not to exceed \$150,000

Point of Contact:	<b>Daniel S. Blackburn</b>	<b>Law Department</b>	<b>856-757-7170</b>	<b>DaBlackb@ci.camden.nj.us</b>
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y			
Supporting Department Director (if necessary)	N			
Director of Grants Management	N			
Qualified Purchasing Agent	Y		9/8/2023	
Director of Finance	Y			

Approved by:  
Business Administrator

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

Attachments (list and attach all available):

1. Additional supporting documents: Waiver D

*"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 \_\_\_\_\_

SEP 7 2023

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** Resolution Authorizing the Award of a Contract for Professional Services to Howard McCoach, PC in the amount not to exceed \$150,000

**FACTS/BACKGROUND:**

- To provide legal/consultant services for Contract/Grant Compliance and Monitoring and Counsel to City Council services.

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** \$150,000

**IMPACT STATEMENT:**

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- Daniel Blackburn, City Attorney
- Timothy Cunningham, Business Administrator

**COORDINATION:**

- 

**Prepared by: Dionne Hicks-Giles, Administrator Secretary** X7185

---

Name

Phone/Email

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

REQUISITION	
NO.	23-02827

SHIP TO	CITY ATTORNEY-4TH FLOOR PO BOX 95120 CAMDEN, NJ 08101-5120
VENDOR	VENDOR #: MCC44 HOWARD MCOACH, PC 7 Timber Creek Rd. Stratford, NJ 08084

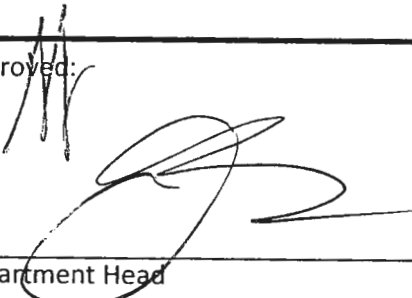
ORDER DATE: 09/07/23  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	LEGAL SERVICES FOR CONTRACT COMPLIANCE AND COUNSEL SERVICES TO CITY COUNCIL UNDER RFP#23-14 AT \$110/HOURLY  CONTRACT AMOUNT NOT TO EXCEED: \$150,000  RESOL DATE: SEPTEMBER 12, 2023	3-01-E0-200-906	150,000.0000	150,000.00
			TOTAL	150,000.00

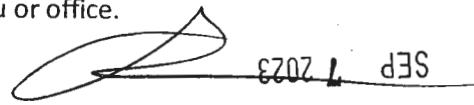
CITY OF CAMDEN  
PURCHASING BUREAU

2023 SEP -7 PM 2:21

Approved:

  
 Department Head \_\_\_\_\_ Date SEP 7 2023

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

  
 Receiver of Goods \_\_\_\_\_ Date SEP 7 2023

**FORWARD THIS COPY OF THE REQUISITION TO THE PURCHASING BUREAU**



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

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

Municipality	<b>Camden</b>
--------------	---------------

Professional Service or EUS Type	<b>Professional Service</b>
Name of Vendor	<b>Howard McCoach, PC</b>
Purpose or Need for service:	<b>Resolution Awarding a Professional Services to Howard McCoach, PC for legal/consultant services for Contract/Grant Compliance and Monitoring and Counsel to City Council services</b>
Contract Award Amount	<b>\$150,000 (\$110) hourly rate</b>
Term of Contract	<b>1 Year</b>
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	<b>No</b>
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	<b>RFP #23-14</b>
Were other proposals received? If so, please attach the names and amounts for each proposal received?	<b>Yes (2)</b>

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

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

\_\_\_\_\_  
Mayor's Signature\*

Date \_\_\_\_\_


\_\_\_\_\_  
Business Administrator/Manager Signature

Date \_\_\_\_\_

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

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

\_\_\_\_\_ Funding Source for this action

  
\_\_\_\_\_  
Chief Financial Officer Signature

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

 \_\_\_\_\_ Date \_\_\_\_\_  
Certifying Officer

**For LGS use only:**

Approved  Denied

\_\_\_\_\_ Date \_\_\_\_\_  
Director or Designee,  
Division of Local Government Services

Number Assigned \_\_\_\_\_

# 23-14 - SPECIAL COUNSEL - LIAISON TO CITY COUNCIL

Opening Date: July 24, 2023 3:30 PM

Closing Date: August 24, 2023 11:00 AM

## Vendor Details

Company Name: Howard McCoach PC  
Does your company conduct business under any other name? If yes, please state: NJ  
Address: [REDACTED]  
Contact: Howard McCoach  
Email: howardmccoach@gmail.com  
Phone: 856-701-0504  
Fax: 856-783-7303  
HST#: [REDACTED]

## Submission Details

Created On: Tuesday July 25, 2023 16:55:48  
Submitted On: Sunday August 06, 2023 11:59:34  
Submitted By: Howard McCoach  
Email: howardmccoach@gmail.com  
Transaction #: 7dfceb4a-c4ac-4de1-8812-80ad19f17828  
Submitter's IP Address: 174.167.109.19

---

**Schedule of Prices**

The Respondent hereby Bids and offers to enter into the Contract referred to and to supply and perform all or any part of the Work which is set out or called for in these specifications, at the unit prices, and/or lump sums, hereinafter stated.

\*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

**Cost Proposal - Hourly Rate**

The respondent to provide an hourly rate for part-time hours not to exceed 35 hours a week for the services listed in "Section 2.0 RFP SCOPE OF SERVICES" portion of this RFP.

Respondent may add additional rows as necessary.

The City of Camden shall be under no obligation to provide rent, equipment, parking spaces, stationery, supplies, legal research services or other items generally assumed to be included in the overhead costs of an office. The City shall not reimburse tolls and mileage charges and these costs shall be included in the proposed rates.

Position/Title *	Hourly Rate *
Special Counsel - Liaison to City Counsel	\$110.00 per hour
Not to Exceed Amount	\$150,000.00

**Proposal Checklist**

Respondent to initial all items submitted with the proposal. Failure to upload any of these items/documents may be cause for rejection of the proposal. Any additional forms that you feel will help in evaluating your proposal and/or not explicitly stated in the Document Uploads section, please upload it in the last upload space titled "Upload Additional Document"

DOCUMENTS	RESPONDENT'S INITIALS *
STATEMENT OF OWNERSHIP	HJM
NON-COLLUSION AFFIDAVIT	HJM
EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE	HJM
BUSINESS ENTITY DISCLOSURE STATEMENT AND CHAPTER 271	HJM
STATE OF NEW JERSEY DEBARRED LIST AND ETHICS COMPLAINT AFFIDAVIT	HJM
DISCLOSURE OF PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES	HJM
W-9	HJM
AFFIRMATIVE ACTION COMPLIANCE NOTICE with EMPLOYEE INFORMATION REPORT	HJM
ALL SECTION 3.0 MANDATORY MINIMUM REQUIREMENTS	HJM
I HAVE REVIEWED THE ABOVE CHECKLIST AND HAVE PROVIDED ALL OF THE REQUESTED DOCUMENTS	HJM

## **PROPOSAL OF HOWARD McCOACH, ESQ.**

As the owner of Howard McCoach, PC, I offer legal and compliance services related to contracts, grants and other similar documents. In this process, I bring to bear two (2) separate experience groups in performing this work: compliance work, which I have eleven (11) years of experience, whether ensuring compliance of contractors with City of Camden contracts or grants, compliance by outside counsel with billing practices or overseeing grant units for the Department of Law and Public Safety related to police grants or the Department of Community Affairs, where I was the Director of the Sandy Disaster Recovery Unit (SDR Unit), overseeing Community Development Block Grants related to Disaster Recovery through the Compliance Unit under my supervision.

I also bring legal services to bear as I am a licensed New Jersey attorney and have been so for over 30 years [since December 1989]. I have provided legal services to the State of New Jersey as well as legal services to the City of Camden. Most recently, I have acted in the capacity of Acting Counsel to Council for the City Council for the City of Camden for over a year. In this role, I have drafted ordinances and resolutions for Council Members, provided legal advice to Council, attended all Caucus, regular Council and Special Council meetings and provided ethics training to Council Members.

These experiences allow me to not only examine a variety of legal issues but also compliance-related issues as an independent contractor. The following is a list of my important education and experiences:

- I. **Education – B.A. in Business Administration in the Accounting Track from Stockton University.**
-

- A. Allows me to understand generally accepted accounting principles (GAAP) and more importantly, generally accepted auditing principles.
- B. Allows me to develop routine and non-routine audit and compliance reviews to determine whether compliance with a particular contract has occurred.

**II. J.D. from Rutgers University - Camden**

- A. Allows me to focus on contract provisions or the inter-relationship between contracts and/or their provisions to determine whether compliance or breach has occurred.

**III. Experience - Attorney for 30 years**

- A. I have been involved in analyzing the Tort Claims Act, the Contract Claims Act, the Local Public Contracts Law and their particular and, at times, unusual provisions.
  - B. As an Ethics Officer in the Division of Law [Attorney General's Office], I have reviewed Ethics Law and their application to Boards and/or officials. I issued formal and informal opinions to attorneys in the Attorney General's Office concerning the Rules of Professional Conduct. I also issued ethics opinions concerning the scope and application of the State's Ethics Laws to all staff in the Office.
  - C. As the AAG in Charge of Litigation, I was responsible for developing RFQs, scoring the RFQs and ultimately retaining outside counsel for a host of practice areas, including litigation, employment, tort and others. I was also responsible for reviewing outside counsel billings to ensure compliance with their contracts and Division of Law guidelines.
  - D. As the Administrator in the Department of Law and Public Safety, I oversaw fiscal and grants units which included ensuring compliance with contracts and grants and also oversaw a legal unit involved with these and other public entity-related issues.
  - E. As the City Attorney for the City of Camden, albeit for a short period, I was involved in a host of legal issues related to drafting and review of contracts, ordinances and resolutions. I also became familiar with many of the City's operations and the Staff that worked there.
-

F. As the Director of the Sandy Disaster Recovery Unit, I was responsible for operations related to CDBG-DR HUD funds which included overseeing a compliance unit, overseeing program development and implementation, drafting and/or reviewing all policies related to the Disaster Recovery Unit, including compliance policies, overseeing payments and developing and overseeing an internal appeals process.

G. As the Director of Law Enforcement and Professional Standards, I oversaw the monitoring and compliance of State Police conduct post-federal consent decree.

**IV. Consultant Experience** - As a consultant for the City of Camden since July 2015, I have performed the following services related to contract compliance or legal issues that arise therefrom:

- A. Contract and grant review including legal review to determine compliance, breach of contract or other concerns;
  - B. Drafted and reviewed bid specifications for demolition, towing, and/or other projects;
  - C. Ensured compliance of bid specifications and RFPS with the Local Public Contracts Law;
  - D. Ensured contractor compliance with City contracts;
  - E. Reviewed RFP submissions and scored same;
  - F. Drafted bid specifications for emergency demolition of residential properties;
  - G. Drafted bid specifications for the towing contract;
  - H. Reviewed bid submissions to ensure compliance with bid specifications, the Local Public Contracts Law and the City of Camden Code;
  - I. Reviewed payroll records of contractors and subcontractors to ensure compliance with the Prevailing Wage Act, Department of Labor regulations, Department of Environmental Protection regulations as well as the City of Camden Code;
  - J. Acted as the Liaison with Investigators from the Department of Labor;
  - K. Provided reports to the Department of Labor and the Department of Environmental Protection;
-

- L. Conducted compliance inspections of contractor sites;
  - M. Drafted and reviewed legal opinions related to contracts and/or the Local Public Contracts Law and other laws and Code provisions;
  - N. Conducted an internal review of demolition matters that occurred over several years to determine compliance with Local Public Contracts Law;
  - O. Drafted legal correspondence and provided informal advice on contract and grant provisions and the Local Public Contracts Law and other laws and Code provisions;
  - P. Provided legal advice to the City Administration and City Council of the City of Camden on a variety of legal issues;
  - Q. Drafted ordinances and resolutions for Council Members;
  - R. Provided legal advice to Council;
  - S. Attended all Caucus, regular Council and Special Council meetings; and
  - T. Provided training to Council Members on New Jersey Ethics Law requirements.
- V. Relationships with City Administration and City Council
- A. I have developed what I consider a crucial close working relationship with City administration and staff as well as City Council, the Municipal Clerk's Office and staff.
  - B. Allows me access to personnel to address questions and issues.

**My education and experience and my relationships with City Officials should allow me to be a valuable asset for Officials of the City Administration and City Council in performing their duties.**



**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 #23-14**

**RFP NAME: SPECIAL COUNSEL - LIAISON TO CITY COUNCIL**

**RFP DUE: THURSDAY, AUGUST 24, 2023 @ 11:00 A.M**

VENDOR
HOWARD McCOACH STRATFORD, NJ
THE LAW OFFICES OF DAMON G. TYNER, LLC EGG HARBOR, NJ
CGO LAW PC SEWELL, NJ

Results are for information purpose **only**.

rp

**RFP 23-14 Special Counsel - Liaison to City of Camden**

<b>Company Name</b>	<b>Primary Contact</b>	<b>Email</b>	<b>Submission Status</b>
CGO Law PC	Rhone, Darryl	drhone@gmail.com	Submitted
			Wed Aug 23, 2023 11:43:17 AM
Howard McCoach PC	McCoach, Howard	howardmcoach@gmail.com	Submitted
			Sun Aug 6, 2023 11:59:34 AM
Marmero Law, LLC	Marmero, Albert	cking@marmerylaw.com	Registered
The Law Offices of Damon G. Tyner, LLC	Tyner, Damon	dtyner@tynerlawteam.com	Submitted
			Mon Aug 14, 2023 5:11:03 PM
The Law Offices of Damon G. Tyner, LLC	Tyner, Damon	damontyner@gmail.com	Incomplete
The Proposal Lab	Lacey, Justin	hello@theproposallab.com	Registered



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: SEPTEMBER 12, 2023

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

TITLE OF ORDINANCE/RESOLUTION: Resolution Authorizing the Award of a Contract for Professional Services to Howard McCoach, PC in the amount not to exceed \$150,000

Point of Contact: Daniel S. Blackburn, Law Department, 856-757-7170, DaBlackb@ci.camden.nj.us

ENDORSEMENTS

Table with 5 columns: Responsible, Recommend Approval (Y/N), Signature, Date, Comments. Rows include Department Director, Supporting Department Director, Director of Grants Management, Qualified Purchasing Agent, and Director of Finance.

Approved by: Business Administrator

Handwritten signature of Business Administrator

9-8-23

Signature

Date

Attachments (list and attach all available):

- 1. Additional supporting documents: Waiver D

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

Handwritten signature of City Attorney

SEP 7 2023

Signature

Date

R-50

BOUCHER  
9/12/2023

**RESOLUTION REFERRING A PROPOSED AMENDMENT TO CHAPTER 870 OF THE CITY OF CAMDEN CODE, INCLUDING ENVIRONMENTAL JUSTICE PROVISIONS, TO THE CITY OF CAMDEN PLANNING BOARD FOR A REPORT AS PROVIDED FOR BY N.J.S.A. 40:55D-26**

**WHEREAS**, The Honorable Phil Murphy, Governor of New Jersey, recently announced the first Environmental Justice Regulations in the United States; and

**WHEREAS**, the purpose of these Environmental Justice Regulations is to reduce pollution in New Jersey's vulnerable communities, including the City of Camden; and

**WHEREAS**, the City Council of the City of Camden now seeks to incorporate and expound upon the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, its requirements and definitions, by amending Chapter 870 the Camden Code; and

**WHEREAS**, the City Council of the City Camden also now seeks to amend Chapter 870 of the Camden Code to also address other Environmental Justice obligations arising pursuant to New Jersey law, including but not limited to: the control of noise levels and dust levels arising from business operations; business compliance with The Air Pollution Control Act; business compliance with The Federal Resource Conservation and Recovery Act concerning hazardous and non-hazardous waste; business compliance with Underground Storage Tank regulations; and the need for businesses to comply with New Jersey statutes and/or regulations ensuring that solid waste is collected, transported and disposed of in an environmentally acceptable manner; and

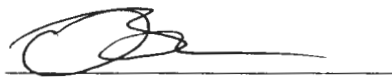
**WHEREAS**, prior to the hearing on the adoption of a proposed amendment to Chapter 870 of the Camden Code to include, among others, Environmental Justice provisions, the proposed amendment to Chapter 870 of the Camden Code is to be referred to the City of Camden Planning Board for a report as provided for by N.J.S.A. 40:55D-26; now therefore

**BE IT RESOLVED**, by the City Council of the City of Camden that the proposed amendment to Chapter 870 of the Camden Code to include, among others, Environmental Justice provisions is hereby referred to the City of Camden Planning Board for a report as provided for by N.J.S.A. 40:55D-26.

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

Date: September 12, 2023

The above has been reviewed  
and approved as to form



DANILE 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: Sept 12, 2023

TO: City Council  
FROM: Dr. Edward Williams, PP, AICP, CSI, AHP, CZO, CPZBS

**TITLE OF ORDINANCE/RESOLUTION: A resolution directing the Planning Board to review Section 870-272 of the Zoning and Land Use (Environmental Justice – Environmental Impact Assessment).**

Point of Contact:	Dr. Ed Williams	DPD- P& Z	7135	edwillia@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

## ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y		9/6/23	
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent				
Director of Finance				
Approved by: Business Administrator			9/6	
		Signature	Date	

Attachments (list and attach all available):

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

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

Received by:

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

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

**City Attorney**

**Signature**

**Date**

## EXECUTIVE SUMMARY

**TITLE OF ORDINANCE/RESOLUTION:** A resolution directing the Planning Board to review Section 870-272 of the Zoning and Land Use (Environmental Justice – Environmental Impact Assessment).

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

- Relevant facts/history. 5Ws. Include geography if applicable.
  - **There is a need for the Planning Board to review Section 870-272 of the Zoning and Land Use Ordinance for possible amendments relative to strengthening the requirements to and submission of Environmental Impact Assessments for certain types of developments.**
- Time constraints, if any. (Why does the Council need to act now?)
  - **There are no particular time constraints regarding said release**
- How was the value of the transaction obtained (if applicable?) **Not applicable**

**AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL:** Not applicable

**IMPACT STATEMENT:**

- What will happen if the City Council approves this legislation? or,
  - **The City will strengthen its policy position relative to Environmental Justice requiring applicants to submit environmental impact assessments for certain projects.**
- What changes and by how much if the City Council approves this proposal?
  - **There are no particular cost impact to this legislation to the city.**
- Why Should the City Council approve this legislation?
  - **The approval of this legislation is necessary to strengthen the requirements for all developers seeking to develop in good faith with the city.**
- What will happen if the City Council does not approve this legislation?
  - **The requirements, as they exist in the Zoning and Land Use Ordinance will remain the same.**

**SUBJECT MATTER EXPERTS/ADVOCATES:**

- **Dr. Ed Williams - DPD**
  - Attendance: (Y/N/Tentative). Confirmed? **Will be in attendance**
- Name, Organization 2.
  - Attendance: (Y/N/Tentative). Confirmed?
- Additional as required...

**COORDINATION:**

- Who is impacted/has action if the legislation is passed? Key government officials – Code Enforcement, Planning and Development, City residents, Community Development, Economic Development, and Private developers.

Prepared by:

*ED WILLIAMS*

7135

Edwillia@ci.camden.nj.s

---

Name

Phone/Email



BOUCHER  
9/12/2023

**ORDINANCE ESTABLISHING ENVIRONMENTAL JUSTICE  
PROVISIONS IN CHAPTER 870 OF THE CAMDEN CITY CODE**

**WHEREAS**, The Honorable Phil Murphy, Governor of New Jersey, recently announced the first Environmental Justice Regulations in the United States; and

**WHEREAS**, the purpose of these Environmental Justice Regulations is to reduce pollution in New Jersey's vulnerable communities, including the City of Camden; and

**WHEREAS**, the City Council of the City of Camden now seeks to incorporate and expound upon the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, its requirements and definitions in the Camden Code; and

**WHEREAS**, the City Council of the City Camden also now seeks to amend Chapter 870 of the Camden Code to also address other Environmental Justice obligations arising pursuant to New Jersey law, including but not limited to: the control of noise levels and dust levels arising from business operations; business compliance with The Air Pollution Control Act; business compliance with The Federal Resource Conservation and Recovery Act concerning hazardous and non-hazardous waste; business compliance with Underground Storage Tank regulations; and the need for businesses to comply with New Jersey statutes and/or regulations ensuring that solid waste is collected, transported and disposed of in an environmentally acceptable manner; now therefore,

**BE IT ORDAINED**, by the City Council of the City of Camden, that Chapter 870 of the Camden Code is amended as follows:

**870-272. Environmental impact assessment.**

A. This Chapter and this Section herein incorporates the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice and the definitions contained therein.

When required. The Division of Planning and Zoning shall require an environmental impact assessment as part of preliminary approval of a major subdivision or major site plan and except where prohibited by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and/or by New Jersey Department of New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice may be waived at the discretion on the Zoning

Officer/Administrative Officer based upon advice from the City Engineer and the City Attorney.

B. General provisions. Same.

C. Submission format. All environmental impact assessments shall include all documents as provided for in the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, including but not limited to an Environmental Justice Impact Statement as defined in New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice. All environmental impact assessments shall provide a description of the proposed land development clearly stating its purpose and scope; the benefits to the public which will result from the proposed project, the suitability of the site for the intended use given the extent to which the site must be altered, the kinds of facilities to be constructed and the uses intended. The resident population, working population and visitor population shall be estimated. The compatibility or incompatibility of the proposed project shall be described in relation to the City's Master Plan and the assessment shall specifically address the following items:

- (1) The environmental conditions on the site shall be described, including the following items:
  - (a) A description of the topographic conditions of the site.
  - (b) A description and map of the existing vegetation on the site showing the location of major vegetative groupings and isolated trees greater than six inches in diameter.
  - (c) Those portions of the site that can be considered to have distinctive scenic and/or historic qualities shall be mapped and described.
  - (d) A description of any existing features on the site that are not considered to be part of the natural environment. This may include, but not necessarily be limited to, roads, housing units, accessory structures, utility lines, etc.
  - (e) An analysis shall be conducted of existing air quality and noise levels as prescribed by the New Jersey State Department of Environmental Protection and this chapter.
  - (f) Compliance with any and all requirements as provided for in the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice including but not limited to an Environmental Justice Impact Statement as

defined in New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq.

(2) (a) through (i). Same.

(j). Control of noise levels, including but not limited to, a plan establishing how the business will control vehicular traffic of heavy duty trucks coming to and from any proposed facility, building and/or yard during the hours of 8:00 p.m. and 8:00 a.m., so as not to disrupt the residents living in the surrounding area or neighborhood and a methodology to respond to resident complaints of excessive noise levels.

(k) Compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.

(l) A plan to control dust levels arising from all business operations, including but not limited to, heavy duty truck traffic coming to and from any proposed facility, building and/or yard. A plan may include, but is not limited to, sprinkling, irrigation, vegetative cover, use of mulch, use of wind breaks, use of stone or soil stabilization methods (palliatives) that will assist in controlling dust.

(m) If applicable, submittals indicating compliance and/or non-compliance with The Air Pollution Control Act, as determined by the New Jersey Department of Environmental Protection (NJDEP) through the Air Compliance and Enforcement Program, including but not limited to, any Enforcement Documents issued by the NJDEP or any documents arising from court proceedings brought on behalf of the NJDEP related to The Air Pollution Control Act.

(n) If applicable, submittals indicating compliance and/or non-compliance with compliance with hazardous waste requirements established by The Federal Resource Conservation and Recovery Act (RCRA) and Underground Storage Tank regulations including but not limited to, any Enforcement Documents issued by the NJDEP or any documents arising from court proceedings brought on behalf of the NJDEP related to hazardous waste requirements..

(o) If applicable, submittals indicating compliance and/or non-compliance with all New Jersey statutes and/or regulations ensuring that solid waste is collected, transported and disposed of in an environmentally acceptable manner including but not limited to, any Enforcement Documents issued by the NJDEP or any documents arising from court proceedings brought on behalf of the NJDEP related to solid waste collection, transportation and/or disposal.

(3) The measures that will be employed during the planning, construction and operation phases which will minimize or eliminate negative impacts that could result from the proposed project shall be described. Of specific interest are:

- (a) Compliance with subsection (2)(k) above.
  - (b) Drainage plans, including soil erosion and sedimentation controls.
  - (c) Water supply and water conservation proposals including but not limited to, the use of rain gardens and other water conservation methods.
  - (d) Energy conservation measures.
  - (e) Noise reduction techniques.
  - (f) Screening and landscaping intended to enhance the compatibility of the project with its surroundings.
- (4) Same.
- (5) Same.
- (6) Same.
- (7) An environmental review checklist, which shall be developed by the Department of Planning and Development in consultation with the Environmental Commission, and shall include the following:
- (a) All documents necessary to comply with the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice.
  - (b) Information on the applicant, proposed site and description of the project.
  - (c) Copies of all City needed approvals including zoning variances, permits. etc.
  - (d) Copies of all county, state and federal approvals needed, including but not limited to, Camden County, the New Jersey Department of Environmental Protection and the U.S. Environmental Protection Agency.

D. The Planning Board shall review the information furnished in the environmental impact assessment in the context of the overall design of the proposed development and the relationship of the proposed developments to the environment and shall take into account and ensure compliance with section (2) (k) above.

§ 870-273. Community impact assessment.

A. When required. The Division of Planning and Zoning shall require a community impact assessment which shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live, as part of preliminary approval of a major subdivision or major site plan and except where prohibited by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and/or by New Jersey Department of New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice may be waived at the discretion on the Zoning Officer/Administrative Officer based upon advice from the City Engineer and the City Attorney.

B. Same.

C. Submission format. Same.

1. Same.

2. Same.

3. Same.

4. Same.

5. Same.

6. Same.

7. Same.

8. Compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other

residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.

D. The Planning Board shall review the information furnished in the community impact assessment in the context of the overall design of the proposed development and the relationship of the proposed developments to the environment and shall take into account and ensure compliance with subsection C(8) above.

**870-282. Preliminary major site plan detail.**

A. Same.

(1) Same.

(2) Same.

(3) Same.

(4) Submittals ensuring compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.

(5) Former (4). Same.

(6) Former (5). Same.

(7) Former (6). Same.

(8) Former (7). Same.

(9) Former (8). Same.

(10) Former (9). Same.

**870-284. Final major subdivision plat details.**

A. Same.

(1) Same.

(2) Same.

(3) Same.

- (4) Same.
- (5) Same.
- (6) Compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.
- (7) Former (6). Same.
- (8) Former (7). Same.
- (9) Former (8). Same.
- (10) Former (9). Same.
- (11) Former (10). Same.
- (12) Former (11). Same.

B. Same.

C. Same.

**870-285. Final major site plan details.**

- A. Same.
  - (1) Same.
  - (2) Same.
  - (3) Same.
  - (4) Same.
  - (5) Where applicable, documents ensuring compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community

that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.

(6) Former (5). Same.

(7) Former (6). Same.

(8) Former (7). Same.

**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 to the extent that any provisions or portions of this ordinance is inconsistent with the New Jersey Environmental Justice Law, *N.J.S.A.* 13:1D- 157 et seq. and/or the New Jersey Department of Environmental Protection regulations, *N.J.A.C.* 7:1C et seq., Environmental Justice, or other federal or New Jersey laws, those provisions or portions of this ordinance are hereby superseded those federal or New Jersey laws, and are, therefore, null and void.

**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 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 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:

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

BOUCHER  
9/12/2023

**ORDINANCE ESTABLISHING ENVIRONMENTAL JUSTICE  
PROVISIONS IN CHAPTER 870 OF THE CAMDEN CITY CODE**

**WHEREAS**, The Honorable Phil Murphy, Governor of New Jersey, recently announced the first Environmental Justice Regulations in the United States; and

**WHEREAS**, the purpose of these Environmental Justice Regulations is to reduce pollution in New Jersey's vulnerable communities, including the City of Camden; and

**WHEREAS**, the City Council of the City of Camden now seeks to incorporate and expound upon the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, its requirements and definitions in the Camden Code; and

**WHEREAS**, the City Council of the City Camden also now seeks to amend Chapter 870 of the Camden Code to also address other Environmental Justice obligations arising pursuant to New Jersey law, including but not limited to: the control of noise levels and dust levels arising from business operations; business compliance with The Air Pollution Control Act; business compliance with The Federal Resource Conservation and Recovery Act concerning hazardous and non-hazardous waste; business compliance with Underground Storage Tank regulations; and the need for businesses to comply with New Jersey statutes and/or regulations ensuring that solid waste is collected, transported and disposed of in an environmentally acceptable manner; now therefore,

**BE IT ORDAINED**, by the City Council of the City of Camden, that Chapter 870 of the Camden Code is amended as follows:

**870-272. Environmental impact assessment.**

A. This Chapter and this Section herein incorporates the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice and the definitions contained therein.

When required. The Division of Planning and Zoning shall require an environmental impact assessment as part of preliminary approval of a major subdivision or major site plan and except where prohibited by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and/or by New Jersey Department of New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice may be waived at the discretion on the Zoning

defined in New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq.

(2) (a) through (i). Same.

(j). Control of noise levels, including but not limited to, a plan establishing how the business will control vehicular traffic of heavy duty trucks coming to and from any proposed facility, building and/or yard during the hours of 8:00 p.m. and 8:00 a.m., so as not to disrupt the residents living in the surrounding area or neighborhood and a methodology to respond to resident complaints of excessive noise levels.

(k) Compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.

(l) A plan to control dust levels arising from all business operations, including but not limited to, heavy duty truck traffic coming to and from any proposed facility, building and/or yard. A plan may include, but is not limited to, sprinkling, irrigation, vegetative cover, use of mulch, use of wind breaks, use of stone or soil stabilization methods (palliatives) that will assist in controlling dust.

(m) If applicable, submittals indicating compliance and/or non-compliance with The Air Pollution Control Act, as determined by the New Jersey Department of Environmental Protection (NJDEP) through the Air Compliance and Enforcement Program, including but not limited to, any Enforcement Documents issued by the NJDEP or any documents arising from court proceedings brought on behalf of the NJDEP related to The Air Pollution Control Act.

D. The Planning Board shall review the information furnished in the environmental impact assessment in the context of the overall design of the proposed development and the relationship of the proposed developments to the environment and shall take into account and ensure compliance with section (2) (k) above.

§ 870-273. Community impact assessment.

A. When required. The Division of Planning and Zoning shall require a community impact assessment which shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live, as part of preliminary approval of a major subdivision or major site plan and except where prohibited by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and/or by New Jersey Department of New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice may be waived at the discretion on the Zoning Officer/Administrative Officer based upon advice from the City Engineer and the City Attorney.

B. Same.

C. Submission format. Same.

1. Same.

2. Same.

3. Same.

4. Same.

5. Same.

6. Same.

7. Same.

8. Compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other

residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.

D. The Planning Board shall review the information furnished in the community impact assessment in the context of the overall design of the proposed development and the relationship of the proposed developments to the environment and shall take into account and ensure compliance with subsection C(8) above.

**870-282. Preliminary major site plan detail.**

A. Same.

(1) Same.

(2) Same.

(3) Same.

(4) Submittals ensuring compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.

(5) Former (4). Same.

(6) Former (5). Same.

(7) Former (6). Same.

(8) Former (7). Same.

(9) Former (8). Same.

(10) Former (9). Same.

**870-284. Final major subdivision plat details.**

A. Same.

(1) Same.

(2) Same.

(3) Same.

(n) If applicable, submittals indicating compliance and/or non-compliance with compliance with hazardous waste requirements established by The Federal Resource Conservation and Recovery Act (RCRA) and Underground Storage Tank regulations including but not limited to, any Enforcement Documents issued by the NJDEP or any documents arising from court proceedings brought on behalf of the NJDEP related to hazardous waste requirements..

(o) If applicable, submittals indicating compliance and/or non-compliance with all New Jersey statutes and/or regulations ensuring that solid waste is collected, transported and disposed of in an environmentally acceptable manner including but not limited to, any Enforcement Documents issued by the NJDEP or any documents arising from court proceedings brought on behalf of the NJDEP related to solid waste collection, transportation and/or disposal.

(3) The measures that will be employed during the planning, construction and operation phases which will minimize or eliminate negative impacts that could result from the proposed project shall be described. Of specific interest are:

- (a) Compliance with subsection (2)(k) above.
  - (b) Drainage plans, including soil erosion and sedimentation controls.
  - (c) Water supply and water conservation proposals including but not limited to, the use of rain gardens and other water conservation methods.
  - (d) Energy conservation measures.
  - (e) Noise reduction techniques.
  - (f) Screening and landscaping intended to enhance the compatibility of the project with its surroundings.
- (4) Same.
- (5) Same.
- (6) Same.
- (7) An environmental review checklist, which shall be developed by the Department of Planning and Development in consultation with the Environmental Commission, and shall include the following:
- (a) All documents necessary to comply with the New Jersey Environmental Justice Law, N.J.S.A. 13:1D-157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice.
  - (b) Information on the applicant, proposed site and description of the project.
  - (c) Copies of all City needed approvals including zoning variances, permits. etc.
  - (d) Copies of all county, state and federal approvals needed, including but not limited to, Camden County, the New Jersey Department of Environmental Protection and the U.S. Environmental Protection Agency.

- (4) Same.
- (5) Same.
- (6) Compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community. This Environmental Justice Impact Statement shall take into account both the residents in the area the development as well as all other residents in the City of Camden to ensure that each resident has a safe and healthy environment in which to live.
- (7) Former (6). Same.
- (8) Former (7). Same.
- (9) Former (8). Same.
- (10) Former (9). Same.
- (11) Former (10). Same.
- (12) Former (11). Same.

B. Same.

C. Same.

**870-285. Final major site plan details.**

- A. Same.
  - (1) Same.
  - (2) Same.
  - (3) Same.
  - (4) Same.
  - (5) Where applicable, documents ensuring compliance with any and all requirements as provided for by the New Jersey Environmental Justice Law, N.J.S.A. 13:1D- 157 et seq. and the New Jersey Department of Environmental Protection regulations, N.J.A.C. 7:1C et seq., Environmental Justice, and shall include but not be limited to, an Environmental Justice Impact Statement which refers to a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community

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:

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



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## **N.J.A.C. 7:1C**

### **ENVIRONMENTAL JUSTICE**

Statutory authority: N.J.S.A. 13:1D-1 et seq., 13:1D-157 et seq., 26:2C-1 et seq., 13:1E-1 et seq., 13:1E-26 et seq., 13:1E-99.11 et seq., 58:1A-1 et seq., 58:4A-4 et seq., 58:10A-1 et seq., 58:10A-21 et seq., 12:5-1 et seq., 13:1D-29 et seq., 13:9A-1 et seq., 13:9B-1 et seq., 13:19-1 et seq., 13:20-1 et seq., 58:16A-50 et seq., 13:1F-1 et seq., 13:1E-48.1 et seq., and 13:1E-99.21a et seq.

For regulatory history and effective dates see the New Jersey Administrative Code

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**SUBCHAPTER 1. GENERAL PROVISIONS**

**7:1C-1.1 Scope**

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(a) Compliance with any subchapter of this chapter shall not relieve any person of the obligation to comply with all other applicable Federal, State, or local laws, rules, regulations, codes, or ordinances.

(b) In the event of a conflict between this chapter and another Department rule, this chapter shall supersede, except that this chapter shall not supersede any provision required to comply with Federal law.

#### 7:1C-1.5 Definitions

“Act” means N.J.S.A. 13:1D-157 et seq., and any amendments thereto.

“Adverse cumulative stressors” means that the combined stressor total of the overburdened community is higher than the overburdened community’s geographic point of comparison or would be made higher than an overburdened community’s geographic point of comparison as a result of the facility’s contribution.

“Adverse environmental and public health stressor” means a stressor in the overburdened community that is higher than an overburdened community’s geographic point of comparison or would be made higher than an overburdened community’s geographic point of comparison as a result of the facility’s contribution.

“Applicant” means a person who submits to the Department an application for a permit, expansion, or renewal.

“Change in use” means a change in the type of operation of an existing facility that increases the facility’s contribution to any environmental and public health stressor in an overburdened community, such as a change to waste processed or stored.

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scrap yards, and point-sources of water pollution including, but not limited to, water pollution from facilities or combined sewer overflows; or conditions that may cause potential public health impacts, including, but not limited to, asthma, cancer, elevated blood lead levels, cardiovascular disease, and developmental problems in the overburdened community, as the same are more specifically listed at the chapter Appendix.

“Environmental justice impact statement” or “EJIS” means a systematic, interdisciplinary and integrated assessment of environmental and public health conditions in an overburdened community that identifies and analyzes: (1) existing environmental and public health stressors; (2) any adverse environmental and public health stressors; (3) the presence or absence of adverse cumulative stressors; (4) potential environmental and public health stressors associated with a facility; (5) whether the facility can avoid causing a disproportionate impact; (6) the measures the facility will propose to implement to avoid or address any disproportionate impact; and (7) where applicable, how the new facility serves a compelling public interest in the overburdened community.

"Existing facility" means a facility, or any portion thereof, which, as of (the effective date of this chapter), possesses a valid approved registration or permit from the Department for its operation or construction and is in operation.

“Expansion” means a modification or expansion of existing operations or footprint of development that has the potential to result in an increase of an existing facility’s contribution to any environmental and public health stressor in an overburdened community, but shall not include any such activity that decreases or does not otherwise result in an increase in stressor contributions.

“Facility” means any (1) major source of air pollution; (2) resource recovery facility or incinerator; (3) sludge processing facility, combustor, or incinerator; (4) sewage treatment plant

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“Low-income household” means a household that is at, or below, twice the poverty threshold as that threshold is determined annually by the United States Census Bureau.

“Major source” or “major facility” shall have the same meaning as the term defined at N.J.A.C. 7:27-22.1.

“Material change” means a modification of the facility or EJIS that, in the determination of the Department, requires further analysis or public comment to accurately assess the facility's contribution to environmental and public health stressors in the overburdened community, such as, but not limited to: 1. A change to the basic purpose; 2. An expansion of the facility; 3. An increase in the potential contributions to environmental or public health stressors; or 4. A change in measures proposed to address the facility's contributions to environmental and public health stressors.

“Medical waste” has the same meaning as the term “medical/infectious waste” defined at N.J.A.C. 7:27-27.1.

“Net environmental benefit” means a reduction of baseline environmental and public health stressors in an overburdened community or other action that improves environmental or public health conditions in an overburdened community, as determined by the Department.

“New facility” means: 1) any facility that has not commenced operation as of (the effective date of this chapter); or 2) a change in use of an existing facility. For the purposes of this chapter, an existing facility that has operated without a valid approved registration or permit required by the Department prior to (the effective date of this chapter) shall be considered a new facility.

“Overburdened community” means any census block group as determined by the Department in accordance with the most recent United States Census, in which: (1) at least 35 percent of the households qualify as low-income households; (2) at least 40 percent of the residents

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a remediation, as defined pursuant to section 23 of P.L. 1993, c. 139 (N.J.S.A. 58:10B-1), or any authorization or approval required for a minor modification of a facility's major source permit for activities or improvements that do not increase actual or potential emissions.

"Person" means an individual, corporation, corporate officer or official partnership, association, the Federal government, the State, municipality, commission or political subdivision of the State, or any interstate body.

"Reclaim" or "reclamation" has the same meaning as the term defined at N.J.A.C. 7:26-1.4.

"Recyclable materials" has the same meaning as the term defined at N.J.A.C. 7:26-1.4.

"Recycling or reclamation facility" means any place, equipment, or plant designed and/or operated for the purpose of recycling or reclamation, as defined above, to collect, store, process, or to redistribute separated waste, so as to return the material to market intending to receive at least 100 tons of recyclable material per day.

"Renewal" means the continuation of existing permitted operations at a major facility without change. For the purposes of this chapter, modifications or changes of operations that decrease or do not otherwise increase a facility's contributions to stressors shall be permitted as a renewal.

"Residual" has the same meaning as the term defined at N.J.A.C. 7:14A-1.2.

"Residual-only facility" has the same meaning as the term defined at N.J.A.C. 7:14A-1.2.

"Resource recovery facility" has the same meaning as the term defined at N.J.A.C. 7:26-1.4.

"Sanitary landfill" has the same meaning as the term defined at N.J.A.C. 7:26-1.4.

"Scrap metal" has the same meaning as the term defined at N.J.A.C. 7:26-1.4.

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“Transfer station” has the same meaning as the term defined at N.J.A.C. 7:26-1.4.

#### 7:1C-1.6 Severability

A finding by a court of competent jurisdiction that any section, subsection, provision, clause, or portion of this chapter is invalid or unconstitutional shall not affect the remainder of the chapter. If any section, subsection, provision, clause, or portion of this chapter is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected thereby.

### SUBCHAPTER 2. APPLICABILITY AND PROCEDURES

#### 7:1C-2.1 Applicability

(a) The requirements of this chapter apply when an applicant submits a permit application to the Department for a new or expanded facility, or the renewal of an existing major source permit, for a facility located or proposed to be located, in whole or in part, in an overburdened community, or to Solid Waste Management Plan actions as provided at N.J.A.C. 7:1C-4.4.

(b) The Department shall not consider complete for review any application for a permit for a new facility or for the expansion of an existing facility, or any application for the renewal of an existing facility's major source permit, if the facility is located, or proposed to be located, in whole or in part, in an overburdened community, before the permit applicant first obtains a decision in accordance with N.J.A.C. 7:1C-9.

(c) Any application complete for review prior to (the effective date of this chapter), shall not be subject to the requirements set forth in this chapter.

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environmental and public health stressors, and whether the overburdened community is subject to adverse cumulative stressors. Alternatively, the applicant that wishes to submit its EJIS with a permit application may obtain the required information itself pursuant to N.J.A.C. 7:1C-2.3(g).

(b) After obtaining the information set forth at (a) above, the applicant shall complete the EJIS, in accordance with N.J.A.C. 7:1C-3.

1. Where the overburdened community is not subject to adverse cumulative stressors and the applicant demonstrates, through an analysis of the facility's contributions to the existing environmental and public health stressors in the overburdened community identified as affected at the chapter Appendix, that the facility will avoid causing a disproportionate impact that would occur by creating adverse cumulative stressors as a result of the facility's contribution, only the information pursuant to N.J.A.C. 7:1C-3.2 will be required.

2. Where the facility cannot avoid a disproportionate impact that would occur by creating adverse cumulative stressors as a result of the facility's contribution, the applicant shall include information required pursuant to both N.J.A.C. 7:1C-3.2 and 3.3, including analyzing and proposing feasible measures to, as applicable, avoid or minimize contributions to environmental and public health stressors, provide a net environmental benefit and, where appropriate, demonstrate how the facility serves a compelling public interest in the overburdened community.

3. Where the overburdened community is subject to adverse cumulative stressors, the applicant shall include information required pursuant to both N.J.A.C. 7:1C-3.2 and 3.3.

4. An applicant that is required to provide the information pursuant to N.J.A.C. 7:1C-3.3 shall comply with the requirements pursuant to the following sections to determine whether the facility can, as applicable, first avoid a disproportionate impact or, where a



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(b) Environmental and Public Health Stressors/Geographic Point of Comparison: The Department shall provide a listing of the existing environmental and public health stressors in the overburdened community as set forth at the chapter Appendix and indicate the appropriate geographic point of comparison for each stressor by selecting the lower of the 50th percentile of the State or county's equivalent stressor, excluding other overburdened communities from the comparison.

(c) Adverse Environmental and Public Health Stressors: The Department shall indicate which environmental and public health stressors are considered adverse by comparing the value of each stressor in the overburdened community with the appropriate geographic point of comparison.

(d) Combined Stressor Total: The Department shall sum the number of adverse environmental and public health stressors in the overburdened community to determine the combined stressor total. The Department shall also indicate the appropriate geographic point of comparison for the combined stressor total by selecting the lower of the 50th percentile of the State or county's combined stressor totals excluding the combined stressor totals of other overburdened communities from the comparison.

(e) Cumulative stressors: The Department shall determine whether the overburdened community is subject to stressors by comparing the combined stressor total to the appropriate geographic point of comparison. If the facility is located, or proposed to be located, in whole or in part, in more than one overburdened community, the Department will apply the higher combined stressor total of the overburdened communities for the purposes of this analysis.

(f) The Department shall provide the screening information at (b) through (e) above to the applicant, in writing, for incorporation into the EJIS.

(g) An applicant that wishes to submit its EJIS concurrent with a permit application may obtain the screening information at (a) through (f) above from the Department's Environmental Justice

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designs or reports may be noted in the EJIS and supplemental information, provided the appropriate section and page number of the design or report is summarized, cross referenced, and indexed. If any category or requirement above presents no impact relative to the facility, a notation of non-applicability shall be entered in the EJIS and supplemental information.

#### 7:1C-3.2 Environmental justice impact statement requirements

(a) In its EJIS, an applicant for a facility located, or proposed to be located, in whole or in part, in an overburdened community shall include:

1. An executive summary of the information contained in the EJIS, including any supplemental information as required at N.J.A.C. 7:1C-3.3.
2. A detailed written description of the municipal and neighborhood setting of the facility, including the location of community and residential dwellings, hospitals, nursing homes, playgrounds, parks, schools, and comprehensive demographic, economic zoning, and physical descriptions. The site location shall also be identified by a site plan of the facility or equivalent map if no site plan exists.
3. A description of the facility's current and proposed operations, which shall include, but not be limited to, the following:
  - i. An explanation of the purpose of the permit application, including how the project serves the needs of the individuals in the overburdened community;
  - ii. Identification of all processes to be used, including pollution or environmental control measures and monitoring instrumentation, hours of operation, onsite equipment, traffic routes, number of employees, and all other information relevant

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9. A demonstration, including any necessary operational conditions and control measures, that the facility will avoid a disproportionate impact that would occur by creating adverse cumulative stressors in the overburdened community as a result of the facility's contribution. If the applicant cannot make such a demonstration, then it is presumed that a disproportionate impact is present and the applicant shall include the information required at N.J.A.C. 7:1C-3.3.

10. As applicable, how a proposed new facility will serve a compelling public interest in the overburdened community, in accordance with N.J.A.C. 7:1C-5.3.

#### 7:1C-3.3 Supplemental information

(a) An applicant shall supplement its EJIS with the information described below if the Department determines a facility is located, or proposed to be located, in whole or in part, in an overburdened community that is subject to adverse cumulative stressors or the facility cannot demonstrate that it will avoid a disproportionate impact that would occur by creating adverse cumulative stressors in the overburdened community as a result of the facility's contribution.

##### 1. Site mapping showing:

- i. Topographic conditions, contour data, drainage patterns, wetlands or their associated buffers, coastal zones, or other areas regulated by the Department;
- ii. Areas of known plant or animal species on the Federal and State endangered, threatened, or rare plant or animal species list;
- iii. All existing water classifications, designated uses, and limitations of the surface water bodies that are immediately adjacent to the site, exist on the site, or drain directly onto or off the site, upstream tributaries of bodies of water which flow onto

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Meteorological data may be obtained from the nearest National Oceanographic and Atmospheric Administration sanctioned station.

i. At a minimum, the description shall use data and tools from the Department's Climate Change website (<https://www.nj.gov/dep/climatechange>), which must be referenced in the prepared document, and address:

- (1) Whether the facility is located within a flood hazard area, as delineated by the Flood Hazard Area Control Act Rules, N.J.A.C. 7:13;
- (2) The expected impacts of flooding on the facility from the 100-year storm event and/or potential inundation due to sea level rise;
- (3) Proposed resilience measures; and
- (4) A list of measures to mitigate risks from flooding and inundation;

6. A traffic study that describes the transportation routes that will service the facility, site access capability, and existing traffic flow patterns expressed in terms of daily peak hour volumes, off peak hour volumes, levels of service, and average daily round trips, and the facility's current and proposed contributions thereto for all vehicles associated with the facility's operations;

7. A description of the sewage facilities that identifies the type of treatment system available, existing treatment capacity, collection system capacity, average and peak flow data, and current committed capacity for the treatment and collection system;

8. A description of the stormwater management system that identifies the type of collection and treatment system available, and current collection and treatment capacity and utilization, including the presence or absence of combined sewer overflows;

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12. An odor, dust, and/or noise mitigation or management plan, if:

- i. The facility has the potential to cause odor, dust, and/or noise off-site; or
- ii. The facility has had a confirmed odor, dust, and/or noise complaint submitted through DEP's Hotline or the local health agency for the five years preceding the date of the permit application;

13. A detailed compliance history for the facility, including any existing Department permits and copies of any enforcement actions issued to the facility for the five years preceding the date of the permit application; and

14. An analysis and proposal of control measures to address the facility's contribution to environmental and public health stressors in accordance with N.J.A.C. 7:1C-5 (new facilities), 6 (facility expansions), or 8 (renewal of existing major source permits).

(b) The requirements of this section are in addition to, and do not supersede, the EJIS requirements in accordance with N.J.A.C. 7:1C-3.2.

(c) An applicant may elect to submit an EJIS and any supplemental information, in accordance with this subchapter, independent of whether the facility is located, or proposed to be located, in whole or in part, in an overburdened community that is subject to adverse cumulative stressors or the facility cannot demonstrate that it will avoid a disproportionate impact that would occur by creating adverse cumulative stressors in the overburdened community as a result of the facility's contribution.

#### 7:1C-3.4 Review of Environmental Justice Impact Statement and authorization to proceed

(a) Prior to providing public notice pursuant to N.J.A.C. 7:1C-4.1, an applicant shall transmit the EJIS, and any supplemental information, to the Department for administrative review and

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(a) After receiving authorization from the Department pursuant to N.J.A.C. 7:1C-3.4 to proceed to public process, the applicant shall provide notice of the public hearing and of the opportunity for the public to submit written comments, in accordance with the following, and shall maintain a record that documents that these notice requirements were met:

1. At least 60 days prior to the hearing, the applicant shall:

- i. Provide a copy of the EJIS to the clerk of the municipality or municipalities in which the overburdened community is located;
- ii. Publish notice of the hearing in at least two newspapers circulating within the overburdened community, including, at a minimum, one local non-English language newspaper in a language representative of the residents of the overburdened community, if applicable;
- iii. Provide written notice of the hearing to the Department, the governing body, and the clerk of the municipality in which the overburdened community is located;
- iv. Provide written notice of the hearing through certified mail (return receipt requested) to all persons who own and/or reside on land located within 200 feet of the facility and to any easement holders for that land who are listed in the tax records for the municipality or municipalities in which the land is located;
- v. Post and maintain, in a legible condition, until the public comment period is concluded, a sign on the site of the existing or proposed facility. Any such sign must advise the public of the permit application, the public hearing on the application, and the opportunity for public comment on the proposal. Such sign must be located in a prominent location(s) viewable by the public and contain sufficient detail in a language or language representative of the residents of the

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6. Any other information deemed appropriate by the Department, for that specific notice.

#### 7:1C-4.2 Public hearing and comment

(a) An applicant shall schedule the public hearing, as follows:

1. The hearing must be held in the overburdened community, unless the applicant demonstrates that there is no suitable hearing space in the overburdened community. Where such demonstration is made, the hearing may, subject to the Department's approval, be held in the municipality in which the facility is, or will be, located within as close proximity as possible to the overburdened community and in a manner that facilitates participation of individuals in the overburdened community. If the facility is located in more than one overburdened community, the applicant shall, subject to the Department's approval, propose a central location within close proximity to all affected overburdened communities; and

2. All hearings must be conducted on a week day no earlier than 6:00 P.M. Eastern Standard Time/Eastern Daylight Time. An applicant shall include a virtual component to the in-person public hearing to increase public participation. The virtual component shall be recorded and available online for the public to view after the hearing until at least the close of the public comment period.

(b) At the public hearing, an applicant shall provide a clear, accurate, and complete presentation of the information contained in the EJIS and any supplemental information required by this chapter and accept written and oral comment from any interested party regarding the application. The applicant shall allot sufficient time to ensure that all interested individuals have a reasonable and adequate opportunity to provide oral comment at the hearing.

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hearing required pursuant to N.J.A.C. 7:1C-4.2, concurrent with the Solid Waste Management Plan notice and hearing required pursuant to N.J.S.A. 13:1E-23.

## SUBCHAPTER 5. REQUIREMENTS SPECIFIC TO PERMIT APPLICATIONS FOR NEW FACILITIES

### 7:1C-5.1 Applicability

(a) This subchapter sets forth the requirements for an applicant that submits a permit application for a new facility that is proposed to be located, in whole or in part, in an overburdened community that is subject to adverse cumulative stressors or a new facility that cannot demonstrate that it will avoid a disproportionate impact that would occur by creating adverse cumulative stressors in the overburdened community as a result of the facility's contribution.

(b) In preparing an EJIS for a new facility pursuant to N.J.A.C. 7:1C-3, an applicant shall conduct the analysis and provide the information required pursuant to this subchapter.

### 7:1C-5.2 Avoidance of disproportionate impact

(a) An applicant that submits a permit application for a new facility that is proposed to be located, in whole or in part, in an overburdened community that is subject to adverse cumulative stressors shall analyze and propose all control measures necessary to avoid facility contributions to all adverse environmental and public health stressors in the overburdened community. Where the control measures proposed by the applicant will prevent a disproportionate impact by avoiding facility contributions to all adverse environmental and public health stressors in the overburdened community, the Department may grant the subject application pursuant to N.J.A.C. 7:1C-9.2(a).



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(c) Facilities that directly reduce adverse environmental and public health stressors in the overburdened community may be considered as serving an essential environmental, health, or safety need of the individuals in an overburdened community.

(d) The Department may consider, as relevant, public input as to whether a compelling public interest is demonstrated if there is a significant degree of public interest in favor of or against an application from individuals residing in the overburdened community. In addition to any other public comment provided pursuant to this chapter, the Department may seek input from the public whenever it determines such comments may clarify whether the compelling public interest standard is met.

#### 7:1C-5.4 Control measures

(a) An applicant for a proposed new major source facility that seeks to demonstrate a compelling public interest, shall propose control measures, in accordance with N.J.A.C. 7:1C-7.1.

(b) For any aspects of a new facility's operations not addressed at (a) above, the applicant shall propose control measures in the following order:

1. All feasible measures to avoid facility contributions to environmental and public health stressors;
2. For any contribution that cannot feasibly be avoided, all feasible onsite measures to minimize facility contributions to environmental and public health stressors;
3. All feasible offsite measures within the overburdened community to reduce environmental and public health stressors to which the facility will contribute;
4. All feasible offsite measures within the overburdened community to reduce adverse environmental and public health stressors to which the facility will not contribute, with

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facility contributions to all adverse environmental and public health stressors in the overburdened community, the Department may grant the subject application pursuant to N.J.A.C. 7:1C-9.2(a).

(b) Where the control measures proposed by the applicant cannot avoid a disproportionate impact, the Department shall impose conditions in accordance with N.J.A.C. 7:1C-9.2(b)2.

(c) An applicant seeking approval for an expanded facility where a disproportionate impact is present shall conduct the analysis and provide the information required pursuant to N.J.A.C. 7:1C-6.3.

#### 7:1C-6.3 Control measures

(a) An applicant for an expanded major source facility shall propose control measures in accordance with N.J.A.C. 7:1C-7.1.

(b) For any aspects of any other expanded facility's operations not addressed at (a) above, the applicant shall propose control measures in the following order:

1. All feasible measures to avoid facility contributions to environmental and public health stressors;
2. For any contribution that cannot feasibly be avoided, all feasible onsite measures to minimize facility contributions to environmental and public health stressors;
3. All feasible offsite measures within the overburdened community to reduce environmental and public health stressors to which the facility will contribute;
4. All feasible offsite measures within the overburdened community to reduce adverse environmental and public health stressors to which the facility will not contribute, with preference for the reduction of stressors from highest to lowest percentile in relation to the geographic point of comparison; and

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1. Identify and evaluate a list of air pollution control technologies or measures that may be applied to the source to reduce each contaminant identified at N.J.A.C. 7:27-7.1(b). This list shall not be limited to measures that have been applied to other existing sources in this same source category and shall include measures applied to sources in similar source categories, as well as innovative control technologies, modification of the process or process equipment, other pollution prevention measures, and combinations of the above measures.

2. Arrange the measures on the list in descending order of air pollution control effectiveness. The first-listed or "top" measure shall constitute LICT for the source unless the applicant provides one of the following:

i. A demonstration that the top measure should be eliminated from consideration because it is technically infeasible, based on physical, chemical, or engineering principles, and/or technical difficulties that would prevent the successful application of the measure;

ii. A demonstration that the top measure should be eliminated from consideration based on its environmental impacts. The justification shall show that the adverse environmental effects of the top measure, such as effects on water or land, or HAP emissions, when compared with its air contaminant emission reduction benefits, would make use of the top measure unreasonable; or

iii. A demonstration that the top measure should be eliminated from consideration based on its energy impacts. The justification shall show that the top measure uses fuels that are not reliably available; or that the energy consumed by the top measure is greater than the proposed measure(s), and that the extra energy used, when

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(b) In preparing an EJIS for the renewal of an existing major source permit pursuant to N.J.A.C. 7:1C-3, an applicant shall conduct the analysis and provide the information required pursuant to this subchapter.

#### 7:1C-8.2 Avoidance of disproportionate impact

(a) In addition to the analysis and measures required at N.J.A.C. 7:1C-8.3, 8.4, and 8.5, an applicant that submits a permit application for the renewal of an existing major source permit that is to be located, in whole or in part, in an overburdened community that is subject to adverse cumulative stressors shall analyze and propose feasible control measures necessary to avoid facility contributions to all adverse environmental and public health stressors in the overburdened community. Where the control measures proposed by the applicant will prevent a disproportionate impact by avoiding facility contributions to all adverse environmental and public health stressors in the overburdened community, the Department may grant the subject application pursuant to N.J.A.C. 7:1C-9.2(a).

(b) Where the control measures proposed by the applicant cannot avoid a disproportionate impact, the Department shall impose conditions in accordance with N.J.A.C. 7:1C-9.2(b)2.

(c) An applicant seeking the renewal of a major source facility permit, where a disproportionate impact is present, shall conduct the analysis and provide the information required pursuant to N.J.A.C. 7:1C-8.3, 8.4, 8.5, and 8.6.

#### 7:1C-8.3 General requirements

(a) An applicant for a major facility permit renewal subject to this subchapter shall include the following in its environmental justice impact statement, as applicable:

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stack height analysis, use of the most recent version of the USEPA-approved models, identification of the most appropriate meteorological data, and consideration of all relevant averaging times. The protocol shall document how the applicant proposes to conduct the facility-wide risk assessment, and how the results will be presented to the Department. Technical guidance on the preparation of a protocol can be found in the Air Quality Permitting Program's Technical Manual 1002 (Guidance on Preparing an Air Quality Modeling Protocol) and Technical Manual 1003 (Guidance on Preparing a Risk Assessment for Air Contaminant Emissions) available on the Department's website at <http://www.nj.gov/dep/aqpp/techman.html>.

(c) If the outcome of the facility-wide risk assessment is above a negligible level pursuant to Technical Manual 1003, then the applicant shall submit a plan to lower the risk to a negligible level as part of its EJIS in accordance with N.J.A.C. 7:1C-2. The plan may include measures, such as applying better air pollution controls to lower emissions, modifying stack parameters to increase dispersion, and/or implementing applicable risk minimization strategies to reduce risk in the overburdened community.

(d) If the facility's proposed plan does not lower risk to a negligible level, the Department will include conditions in its decision that are necessary to reduce risk in the overburdened community.

#### 7:1C-8.5 Technical feasibility analysis

(a) An applicant for a major facility permit renewal subject to this subchapter shall submit a technical feasibility analysis if the facility's current effective operating permit includes any equipment or control apparatus that meets the following:

1. The equipment or control apparatus was installed at least 20 years prior to the expiration date of its current effective operating permit;

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2. A proposal to reduce emissions of each pollutant that meets (a)3 above by applying the first listed or "top" measure in its list for each equipment and control apparatus, unless the applicant demonstrates that:

i. The top measure is technically infeasible, based on physical, chemical, or engineering principles, and/or technical difficulties that would prevent the successful application of the measure;

ii. The top measure would be unreasonable when comparing its air contaminant emission reduction benefits with its adverse environmental effects, such as effects on water or land, or HAP emissions;

iii. The total and incremental costs of the top measure are greater than the total and incremental costs of the proposed measure(s), which costs shall be calculated using the techniques in the latest edition of the USEPA's Air Pollution Control Cost Manual and that the extra costs, compared with the air contaminant emission reduction benefits resulting from the top measure, would make use of the top measure unreasonable; or

iv. The top measure uses fuels that are not reliably available, or that the energy consumed by the top measure is greater than the proposed measure(s), and the extra energy used, when compared with the air contaminant emission reduction benefits resulting from the top measure, would make use of the top measure unreasonable.

3. If the top measure is eliminated from consideration, the applicant shall evaluate each successive measure on the list, using the procedure described at (c)2 above, until the applicant reaches its proposed measure.

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3. Evaluate conditions on the construction or operation of the facility in accordance with the requirements at N.J.A.C. 7:1C-7, which evaluation shall not be limited to those conditions proposed by the applicant; and

4. Impose conditions selected by the Department after being evaluated pursuant to (b)2 and (3) above, on the construction or operation of the facility.

(c) If it is necessary for the Department to engage one or more experts to evaluate any information submitted by the applicant, the Department shall notify the applicant, include an estimate of the cost to the Department to engage the expert(s), and direct the applicant to submit payment in full within 90 days of the Department's notice in order to obtain further review of its application. An application for which the Department finds it necessary to engage an expert for alternatives analysis review shall not be considered complete before the Department has received and reviewed the recommendations of the expert.

#### 7:1C-9.2 Department decision

(a) If the Department determines that the facility will avoid a disproportionate impact, the Department shall authorize the applicant to proceed with the imposition of conditions set by the Department, as necessary to ensure a disproportionate impact is avoided.

(b) If the Department determines that the facility cannot avoid a disproportionate impact, it shall:

1. For new facilities:

i. Deny the application; or

ii. Find that the facility will serve a compelling public interest pursuant to N.J.A.C. 7:1C-5.3 in the overburdened community and authorize the applicant to proceed with the imposition of conditions set by the Department as necessary to avoid or

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pursuant to N.J.A.C. 7:1C-3.2(a)4 and identified in the Department-authorized EJS, provided the permit applications are submitted to the Department within five years of the date of the decision and there is no material change to the facility. Any such permits shall be listed in the decision.

(c) In accordance with N.J.S.A. 13:1D-160.b, and notwithstanding the provisions at N.J.S.A. 13:1D-29 et seq., or any other law, rule, or regulation adopted pursuant thereto, to the contrary, the Department shall not issue a decision pursuant to this chapter until at least 45 days after the public hearing held pursuant to N.J.A.C. 7:1C-4.

(d) The Department shall not consider complete for review, any permit application for a facility subject to the requirements of this chapter prior to the issuance of a decision.

#### 7:1C-9.4 Violation of permit conditions

(a) Any violation of the conditions imposed pursuant to this chapter shall, as applicable, be considered non-minor violations or aggravating circumstances, or the equivalent, under any other Department rules applicable to the facility.

(b) Any violation of the conditions imposed pursuant to this chapter shall constitute grounds for suspension or revocation, in accordance with N.J.S.A. 13:1B-3, N.J.A.C. 13:1D, or the underlying permitting authorities of any Department-issued permits.

#### 7:1C-9.5 Procedure to request an adjudicatory hearing; decision on the request; effect of request

(a) This section sets forth the process by which a person may request an adjudicatory hearing to contest a Department decision pursuant to this chapter.



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PO Box 402

401 East State Street, 7th Floor

Trenton, NJ 08625-0402; and

2. Submit a copy of the hearing request to the Director of the Office of Permit and Project Navigation.

(e) Nothing in this subchapter shall be construed to provide a right to an adjudicatory hearing in contravention of the Administrative Procedure Act, at N.J.S.A. 52:14B-3.1, 3.2, and 3.3.

(f) The Department shall notify the requester that the request for hearing is granted or denied. If the hearing request is denied, the denial shall provide the reason(s) for the denial. If the hearing request is granted, the Department shall refer the matter to the Office of Administrative Law for a contested case hearing, in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1.

(g) A final decision issued by the Commissioner after the hearing in the Office of Administrative Law shall be considered a final agency action for purposes of the Administrative Procedure Act and shall be subject to judicial review in the Appellate Division of the Superior Court, as provided in the Rules of Court.

(h) When an applicant requests an adjudicatory hearing to contest a Department decision pursuant to this chapter, the decision shall be automatically stayed in its entirety.

## SUBCHAPTER 10. FEES

### 7:1C-10.1 Applicability

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### 7:1C-10.3 Fee calculation

(a) By December 1 of the first full year after (the effective date of this rulemaking), the Department shall calculate base EJIS submission fees for the upcoming fiscal year (July 1 through June 30), as follows:

1. The Department shall determine its EJIS review budget by determining the dollar amount needed to accomplish all tasks associated with administering the EJIS Review, including costs to provide technical assistance to permit applicants and overburdened communities as needed to comply with this chapter. The Department shall not include in its EJIS Review budget any costs associated with any other program areas within the Department's Environmental Justice Program that is funded by a source outside of the EJIS Review budget. The result shall be the total amount of revenue that is to be collected through EJIS submission fees.
2. The Department shall calculate the EJIS submission fee by dividing the EJIS review revenue calculated pursuant to (a) above by the number of EJIS submissions received by the Department in the prior calendar year.

(b) For each fiscal year after (the effective date of this chapter), the Department shall prepare an EJIS Program Fee Calculation Report based on the prior calendar year data, including the information contained in the annual budget submission to the Department of the Treasury, and the numbers of EJIS applications, and the EJIS submission fee that shall be due and payable for that calendar year. Beginning March 2024, and each March thereafter, the Department shall publish in the New Jersey Register, a notice that includes a summary of the report and its EJIS Review budget. The Department shall also post this report on its website.

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### APPENDIX

<b>Concentrated Areas of Air Pollution</b>			
<b>Stressor</b>	<b>Designation</b>	<b>Measure</b>	<b>Source</b>
Ground-Level Ozone	Affected	3-year average days above standard	Most recent USEPA <sup>1</sup> Ambient Air Quality Daily Summary data
Fine Particulate Matter (PM <sub>2.5</sub> <sup>2</sup> )	Affected	3-year average days above standard	Most recent USEPA Ambient Air Quality Daily Summary data
Air Toxics Cancer Risk Including Diesel Particulate Matter	Affected	Estimated cancer risk per million	Most recent AirToxScreen NJ state summary file
Air Toxics Cancer Risk Excluding Diesel Particulate Matter	Affected	Estimated cancer risk per million	Most recent AirToxScreen NJ state summary file
Air Toxics Non-Cancer Risk	Affected	Combined Hazard Quotient	Most recent AirToxScreen NJ state summary file

<sup>1</sup>United States Environmental Protection Agency

<sup>2</sup>Particulate matter composed of particles smaller than 2.5 microns

<b>Mobile Sources of Air Pollution</b>			
<b>Stressor</b>	<b>Designation</b>	<b>Measure</b>	<b>Source</b>
Traffic – Cars, Light- and Medium-Duty Trucks	Affected	AADT <sup>3</sup> -mile per square mile	Most recent FHWA <sup>4</sup> HPMS <sup>5</sup> data
Traffic – Heavy-Duty Trucks	Affected	AADT-mile per square mile	Most recent FHWA HPMS data
Railways	Affected	Rail miles per square mile	Most recent NJDOT <sup>6</sup> Railroads Network data

<sup>3</sup>Annual Average Daily Traffic

<sup>4</sup>U.S. Department of Transportation, Federal Highway Administration

<sup>5</sup>Highway Performance Monitoring System

<sup>6</sup>New Jersey Department of Transportation

<b>Contaminated Sites</b>			
<b>Stressor</b>	<b>Designation</b>	<b>Measure</b>	<b>Source</b>
Known Contaminated Sites	Affected	Weighted sites per square mile	Most recent NJDEP Known Contaminated Site List data
Soil Contamination Deed Restrictions	Affected	Percent area	Most recent NJDEP Deed Notice Extent in New Jersey data
Ground Water Classification Exception	Affected	Percent area	Most recent NJDEP CEA <sup>7</sup> and CKE <sup>8</sup> data

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Impervious Surface	Affected	Percent impervious surface	Most recent NJDEP County Impervious Surface of New Jersey data
Flooding (Land Use Cover)	Affected	Percent urban land use area flooded	Most recent NJDEP Urban Flooding data

<sup>9</sup>Private Well Testing Act

<sup>10</sup>United States Forest Service

<b>Density/Proximity Stressors</b>			
<b>Stressor</b>	<b>Designation</b>	<b>Measure</b>	<b>Source</b>
Emergency Planning Sites	Affected	Sites per square mile	Most recent NJDEP Facility Density Data
Permitted Air Sites	Affected	Sites per square mile	Most recent NJDEP Facility Density Data
NJPDES <sup>11</sup> Sites	Affected	Sites per square mile	Most recent NJDEP Facility Density Data

<sup>11</sup>New Jersey Pollutant Discharge Elimination System

<b>Social Determinants of Health</b>			
<b>Stressor</b>	<b>Designation</b>	<b>Measure</b>	<b>Source</b>
Unemployment	Baseline	Percent unemployed	Most recent U.S. Census Bureau five-year ACS <sup>12</sup> data
Education	Baseline	Percent without high school diploma	Most recent U.S. Census Bureau five-year ACS data

<sup>12</sup>American Community Survey

# Governor Murphy Announces Nation's First Environmental Justice Rules to Reduce Pollution in Vulnerable Communities

04/17/2023

**TRENTON** – On the first day of Earth Week, Governor Phil Murphy today announced the final adoption of regulations to implement New Jersey's landmark Environmental Justice (EJ) Law. The EJ Law and implementing rules are the first in the nation aimed at reducing pollution in historically overburdened communities and communities of color that have been subjected to a disproportionately high number of environmental and public health stressors.

The EJ Rules were developed by the New Jersey Department of Environmental Protection (DEP) through an extensive stakeholder process that brought together affected communities, environmental and public health advocates, and leaders in business and industry to offer critical insights that shaped the regulations. Effective upon their publication in the New Jersey Register today, the EJ Rules pioneer a community-first approach to planning and permitting certain pollution-generating facilities. First, the rules require enhanced upfront community engagement before such facilities are proposed in the state's overburdened communities. Second, using community-level environmental and public health data available through DEP's Environmental Justice Mapping, Assessment and Protection (EJMAP) tool, the EJ Rules direct permit applicants to avoid and minimize environmental and public health stressors and enable the DEP to establish permit conditions that better protect vulnerable communities.

"Since the outset of my Administration, we have worked incredibly hard to ensure that all people—regardless of income, race, ethnicity, color, or national origin—can enjoy their right to live, work, learn, and recreate in a clean and healthy environment," **said Governor Murphy**. "As we enter Earth Week 2023, the final adoption of DEP's EJ Rules will further the promise of environmental justice by prioritizing meaningful community engagement, reducing public health risks through the use of innovative pollution controls, and limiting adverse impacts that new pollution-generating facilities can have in already vulnerable communities."

"With the adoption of the nation's first EJ Rules, New Jersey is on a course to more equitably protect public health and the environment we share," **said Commissioner of Environmental Protection Shawn M. LaTourette**. "My DEP colleagues and I are grateful for the partnership of frontline community leaders and those in the business community who worked with us to build regulations that will make our environment and our neighbors' lived experiences of it better. While our work is far from complete, the EJ Rules offer new hope for New Jersey communities long overburdened by pollution, and new opportunity for New Jersey businesses to demonstrate their commitment to equity

**Ironbound Community Corp.**

"The city of Newark and all the Environmental Justice communities in New Jersey have been waiting with bated breath a long time for the implementation of the Environmental Justice law," said **Kim Gaddy, National Environmental Justice Director for Clean Water Action**. "These rules are an important part of the process to protect communities impacted by cumulative impacts of pollution from unwanted facilities in their neighborhood. They must be applied right away especially to dirty gas plants currently being considered in overburdened communities to ensure healthier neighborhoods for the future generation to live and thrive."

"The New Jersey Environmental Justice Alliance congratulates the grassroots and frontline, organizers and advocates who tirelessly fought to see cumulative impacts considered in permit applications and renewals for facilities in our EJ communities," said **Melissa Miles, Executive Director for the New Jersey Environmental Justice Alliance**. "This is a decades-long struggle that has finally borne fruit. By raising the bar in overburdened communities, everyone will benefit. This is a victory for us all."

"These regulations and the law they will implement are an important step in addressing the disproportionate and harmful pollution that plagues communities of color and communities with low-income in our state," said **Dr. Nicky Sheats, Ph.D., Director for the Center for the Urban Environment, John S. Watson Institute for Urban Policy and Research at Kean University**. "I look forward to helping the State develop other policies that are needed to fully achieve environmental justice in New Jersey."

"Environmental justice communities in New Jersey are eager to see the implementation of the landmark Environmental Justice law and its forceful application with the release of the final rules. These rules will hopefully be the first step in a suite of environmental justice strategies, investments, and policies that can deliver on the promise of environmental justice for all," said **Dr. Ana Baptista, Ph.D., Professor of Environmental Policy & Sustainability Management and Co-Director the Tishman Environment & Design Center at The New School**.

"We are very pleased that this day is finally upon us. Expecting entities to do the right thing hasn't ever been a winning strategy for our constituents most vulnerable to exploitation, adverse environmental impacts, gross inaction, and divestment," said **New Jersey Progressive Equitable Energy Coalition Chairman Marcus Sibley**. "We need strong laws, we need strong rules, we need legitimate enforcement and accountability. We are grateful that New Jersey now has a new tool to further assist in the fight to ensure we're leaders doing what's right."

Governor Murphy signed the [nation's strongest EJ Law](#) in 2020 to address inequities inherent to preexisting environmental laws. Historically, New Jersey's overburdened communities and communities of color have been subject to a disproportionately high number of environmental and public health stressors, including pollution from numerous industrial, commercial, and governmental