



AGENDA

CITY OF CAMDEN CITY COUNCIL REGULAR MEETING

March 9th, 2021 – 5:00 p.m.

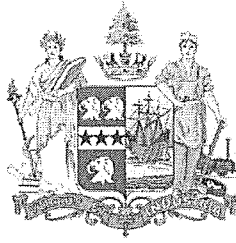
*Honorable Curtis Jenkins, President
Honorable Marilyn Torres, Vice President
Honorable Victor Carstarphen
Honorable Sheila Davis
Honorable Angel Fuentes
Honorable Felisha Reyes-Morton
Honorable Shaneka Boucher*

Honorable Francisco “Frank” Moran, Mayor

*Michelle Spearman, City Attorney
Howard McCoach-Acting Counsel to Council*

Luis Pastoriza, Municipal Clerk

Agenda



CITY COUNCIL AGENDA

TUESDAY, MARCH 9TH, 2021 – 5:00 P.M.
CITY COUNCIL CHAMBER

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

APPROVAL OF MINUTES

COMMUNICATIONS

Department of Finance

1. Check registers of the City of Camden for the period of January 25, 2021 to February 21, 2021
2. Payroll register summary for the City of Camden for the pay period of 1/31/2021 and 02-14-2021

OLD BUSINESS

ORDINANCES – FIRST READING

Department of Public Works

1. Ordinance amending Ordinance MC-38 to create a loading and unloading zone at 607 S. Broadway
2. An Ordinance designating certain areas in the City of Camden “As Handicapped Parking Only”
3. An Ordinance authorizing the upgrade to personalized signage of a certain location of its handicap parking privileges
4. An Ordinance authorizing the approval to move existing signage to a new authorized location

Department of Administration

5. An ordinance authorizing a “Buy Camden” purchase policy for purchasing goods and services for the City of Camden (by title)

ORDINANCES – SECOND READING & PUBLIC HEARING

Office of City Council

1. Ordinance amending and supplementing Municipal Ordinance MC-92, adopted October 25, 1964, as amended by MC-1001, adopted July 24, 1975, and as amended by MC-1766, adopted August 13, 1981 and as amended by MC-5220 adopted on October 8, 2019

Office of the City Attorney

2. Ordinance authorizing the removal of deed restrictions and reversionary language on 133 North 35th Street
3. Ordinance authorizing the acceptance of a conservation deed restriction for Andujar Park

Department of Development & Planning

4. Ordinance authorizing the street vacation (lot consolidation) for Miller Fabricators, 1135 Mt. Ephraim Avenue, Block 399, Lot 1 currently lots 46, 54, 58-60, 65, 69-70, 108, 112 and 113 as more particularly set forth in the attached metes and bounds descriptions pursuant to and in accordance with N.J.S.A. 40:67-1, ET SEQ.

RESOLUTIONS

Office of the City Attorney

1. Resolution authorizing the termination of the non-profit service fee agreement between the City of Camden and Puerto Rican Unity for progress
2. Resolution authorizing an amendment #1 to contract #04-20-116 with Best Best & Krieger LLP as special counsel for compliance with FCC Small Cell Infrastructure installation into the local right of way

Department of Administration

3. Resolution authorizing the City of Camden to enter into a grant agreement between the City and New Jersey League of Conservation voters education fund to support the City’s feasibility study of benefits and costs of implementing a stormwater management utility
4. Resolution accepting a grant from the New Jersey League of Conservation voters education fund in the amount of \$40,000.00 to support a feasibility study stormwater management utility in the City of Camden
5. Resolution authorizing the insertion of a grant line item in the FY’21 budget from the New Jersey League of Conservation voters education fund in the amount of

\$40,000.00 to support a feasibility study stormwater management utility in the City of Camden

6. Resolution authorizing the execution of a shared services agreement between the City of Camden and the County of Camden for the provision of finance services
7. Resolution authorizing acceptance of a donation from Camden City School District for hand sanitizer and hands-free dispensing stations

Department of Planning & Development

8. Resolution authorizing amendment #1 to contract #11-19-168 between Parkside Business & Community Partnership, Inc.
9. Resolution approving the release of performance guaranty in the amount of \$148,700.40 to Resin Tech, Inc., Northeast River and East Street, Block 847, Lot 2 for the completion of the project
10. Resolution authorizing amendment #1 to contract #11-19-169 between St. Joseph's Carpenter Society
11. Resolution authorizing an agreement between the City of Camden and GTM Village, LLC #GAD096
12. Resolution authorizing an agreement between the City of Camden and Zayed S. Abed #GAD073
13. Resolution authorizing an agreement between the City of Camden and The Heights of Collingswood #GAD095
14. Resolution authorizing an agreement between the City of Camden and Robert Nicoleaul 1052 Colyor #CHC037
15. Resolution authorizing an agreement between the City of Camden and Robin Hill Apartments #GAD057
16. Resolution authorizing an agreement between the City of Camden and Alpine Court Apartments #GAD105
17. Resolution authorizing an agreement between the City of Camden and Gene Dina #GAD054
18. Resolution authorizing an agreement between the City of Camden and Grace Property Solution #CHC013

Department of Finance

19. Resolution authorizing the City of Camden Tax Assessor Office to enter into stipulation of settlement agreements for properties under tax appeal for 2021 and requiring notification to the CFO & Governing Body of all appeals on or before June 1st

20. Resolution authorizing the refunding of payment to the lien holder Anthony Lewis

Department of Public Works

21. Resolution authorizing the acceptance nineteen (19) new street lights as part of the Whitman Park Improvement Project

Department of Planning & Development

22. Resolution authorizing change order #2 to contract #12-19-177 with Circle 3, LLC, for improvements to Fire Station #7 (1115 Kaighn Ave)

Department of Administration

23. Resolution of the City Council of the City of Camden waiving the requirements of 840-3B (permits to discontinue use of line) of the City Code
24. Resolution of the City Council of the City of Camden waiving the requirements of Chapter 675-25D (permits required for connections and disconnections) of the City Code

Office of the City Attorney

25. Resolution awarding a contract for professional services to Weir & Partners, LLP to provide general legal services in the amount of \$50,000.00
26. Resolution authorizing a contract for professional services to Brown & Connery, LLP for general legal services in the amount of \$100,000.00
27. Resolution awarding a contract for professional services to Capehart Scatchard to provide general legal services in the amount of \$75,000.00
28. Resolution awarding contract for professional services to Dilworth & Paxson, LLP to perform foreclosure services
29. Resolution awarding contract for professional services to Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi, Gill to perform foreclosure services
30. Resolution awarding a professional services contract to Wade Long Wood & Long for special code enforcement prosecutor for Camden City Municipal Court
31. Resolution approving wireless facilities master license agreement template (by title)
32. Resolution approving right of way agreement template (by title)

Department of Planning & Development

33. Resolution Authorizing Change Order #6 to contract #03-19-131, with A. P. Construction, Inc., in connection with the Cooper's Poynt Road Reconstruction (TIGER) project (by title)
34. Resolution Authorizing Change Order #7 to contract #03-19-131, with A. P. Construction, Inc., in connection with the Cooper's Poynt Road Reconstruction (TIGER) project (by title)

35. Resolution Authorizing Change Order #8 to contract #03-19-131, with A. P. Construction, Inc., in connection with the Cooper's Poynt Road Reconstruction (TIGER) project (by title)
36. Resolution authorizing Change Order #1 to Contract #03-19-130, with Charles Marandino, LLC, in connection with the Cooper Street Pedestrian Access (TIGER) project (by title)
37. Resolution authorizing Change Order #2 to Contract #03-19-130, with Charles Marandino, LLC, in connection with the Cooper Street Pedestrian Access (TIGER) project (by title)
38. Resolution authorizing Change Order #3 to Contract #03-19-130, with Charles Marandino, LLC, in connection with the Cooper Street Pedestrian Access (TIGER) project (by title)
39. Resolution authorizing Change Order #4 to Contract #03-19-130, with Charles Marandino, LLC, in connection with the Cooper Street Pedestrian Access (TIGER) project (by title)
40. Resolution authorizing Change Order #1 to Contract #03-19-121s, with CME Associates, LLC, in connection with the Cooper Street Pedestrian Access (TIGER) project (by title)

PUBLIC COMMENT

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



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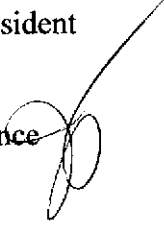
FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

JOHANNA S. CONYER HARRIS
FINANCE DIRECTOR
TEL: 856-757-7582
EMAIL: FINANCE@CI.CAMDEN.NJ.US
WEBSITE: WWW.CI.CAMDEN.NJ.US

MEMORANDUM

To: Honorable Curtis Jenkins, City Council President
Luis Pastoriza, Municipal Clerk

From: Johanna S. Conyer Harris, Director of Finance 

Date: February 22, 2021

Subject: **Check Register-Communications for Forthcoming City Council Meeting- March 9, 2021.**

Attached, please find the Check Register for the City of Camden for the period of January 25, 2021 to February 21, 2021.

The Check Registers represent 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.

JCH/mr

Attachments

cc: Honorable Francisco "Frank" Moran, Mayor

February 22, 2021
09:51 AM

CAMDEN CITY
Check Register By Check Date

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Range of Checking Accts: First to Last Range of Check Dates: 01/25/21 to 02/21/22
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
25ESG ESG CASH ACCT-TD #4308907596					
10036	01/29/21	CIT09 CITY OF CAMDEN PAYROLL	4,967.22		15860
10037	02/12/21	CIT09 CITY OF CAMDEN PAYROLL	2,397.50		15875
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	2	0	7,364.72	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	2	0	7,364.72	0.00
25HOPWA HOPWA CASH ACCT-TD #4308907603					
12496	01/29/21	CED04 CEDAR BROOK NJ, LLC	951.00		15858
12497	01/29/21	CIT09 CITY OF CAMDEN PAYROLL	14,246.86		15858
12498	01/29/21	LEW18 LEWIS INSECTIONS	2,075.00		15858
12499	02/05/21	DAV60 DAVENPORT VILLAGE	2,480.00		15866
12500	02/05/21	DEL56 DELANCO FAMILY APTS	2,016.00		15866
12501	02/05/21	LEN06 220 LENOLA, LLC	1,848.00		15866
12502	02/05/21	LIN20 LINDENWOLD PH, LP	1,484.00		15866
12503	02/05/21	MAZ03 MAURICE BASEM MAZAHREH	6,000.00		15866
12504	02/12/21	AAA05 AAA REALTY & MANAGEMENT, LLC	621.00		15873
12505	02/12/21	ABE06 ZAYED S ABED	713.00		15873
12506	02/12/21	ALE02 ALEXAR PROPERTIES, LLC	931.00		15873
12507	02/12/21	AME16 AMERICAN DREAM PROPERTIES	821.00		15873
12508	02/12/21	ANG08 ANGELO ASSOCIATES, LLC	800.00		15873
12509	02/12/21	BOR21 GRACIE MARIE BORNES	127.00		15873
12510	02/12/21	CAP25 CAPITAL SYSTEMS PROPERTY MANAG	585.00		15873
12511	02/12/21	CED04 CEDAR BROOK NJ, LLC	951.00		15873
12512	02/12/21	CIT09 CITY OF CAMDEN PAYROLL	6,914.68		15873
12513	02/12/21	CRO03 CROSSING AT GLASSBORO, LLC	1,050.00		15873
12514	02/12/21	DAV60 DAVENPORT VILLAGE	620.00		15873
12515	02/12/21	DEE01 DEERFIELD ASSOCIATES, LP	1,032.00		15873
12516	02/12/21	DEL56 DELANCO FAMILY APTS	672.00		15873
12517	02/12/21	DIO01 GENE DINA	4,740.00		15873
12518	02/12/21	EME14 GIBBSBORO LLC	931.00		15873
12519	02/12/21	EPM01 ENGLISH PROPERTY MGMT LLC	1,688.00		15873
12520	02/12/21	FER21 KATHERINE FERGUSON	503.00		15873
12521	02/12/21	FOX04 FOX RIDGE MANAGEMENT OFFICE	902.00		15873
12522	02/12/21	GAR54 VERENICE GARCIA	1,002.00		15873
12523	02/12/21	GAT05 GATEHOUSE & COOPERSTOWN APTS	662.00		15873
12524	02/12/21	GIB04 GIBBSBORO REALTY LLC	960.00		15873
12525	02/12/21	GIB15 ALFRED GIBSON	45.00		15873
12526	02/12/21	GRE02 GREENWOOD CONSULTING, LLC	1,200.00		15873
12527	02/12/21	GRE54 GRE PARKVIEW URBAN RENEWAL, LLC	2,144.00		15873
12528	02/12/21	GUI09 ROBERT J GUILFOYLE	281.00		15873
12529	02/12/21	HAY03 KATHLEEN HAYNICZ	1,400.00		15873
12530	02/12/21	HEI07 HEIGHTS INVESTMENT PROPERTY IN	436.00		15873
12531	02/12/21	HOL49 HOLLYBUSH PRESERVATION	6,222.00		15873
12532	02/12/21	HPA01 HP ALTMAN AUTUMN RIDGE LLC	334.00		15873
12533	02/12/21	HUM05 LEON HUMPHREY	86.00		15873
12534	02/12/21	HYD05 EAST COAST HYDE PARK	1,382.00		15873
12535	02/12/21	JEN21 LAWRENCE AND GLENN JENTSCH	950.00		15873
12536	02/12/21	JOS08 HARJINDER K. JOSHI	638.00		15873

February 22, 2021
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Check Register By Check Date

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
25HOPWA HOPWA CASH ACCT-TD #4308907603 Continued					
12537	02/12/21	KEH02 K & E HOLMES, LLC	928.00		15873
12538	02/12/21	KEL27 BARBARA & GEORGE KELLY	846.00		15873
12539	02/12/21	LEN06 220 LENOLA, LLC	616.00		15873
12540	02/12/21	LIN20 LINDENWOLD PH, LP	2,082.00		15873
12541	02/12/21	LUM03 LUMBERTON CAMPUS LP	501.00		15873
12542	02/12/21	MAZ03 MAURICE BASEM MAZAHREH	1,500.00		15873
12543	02/12/21	MIN09 1662 MINCON LLC	986.00		15873
12544	02/12/21	NOR05 NORTH FORKLANDING ASSOCIATION	525.00		15873
12545	02/12/21	OAK04 OAK RIDGE APARTMENTS	1,452.00		15873
12546	02/12/21	REA12 REAL VALUE PARTNERS 3, LLC	1,000.00		15873
12547	02/12/21	ROD69 LUIS RODRIGUEZ	109.00		15873
12548	02/12/21	ROS04 ROSS GROVE, LLC	314.00		15873
12549	02/12/21	RUB08 RUBINSON & SPERLING	426.00		15873
12550	02/12/21	SAR06 JOHN SARAPPA JR.	484.00		15873
12551	02/12/21	SEC08 SECURED HIGH YIELD, LLC	1,039.00		15873
12552	02/12/21	SPR09 1721 SPRINGDALE URBAN RENEWAL	952.00		15873
12553	02/12/21	SPS01 SPS HOLDINGS, LLC	365.00		15873
12554	02/12/21	TAM02 TAMARACK APARTMENTS, LLC	1,401.00		15873
12555	02/12/21	THE36 THE HEATHERS REALTY, LLC	462.00		15873
12556	02/12/21	TUC03 RAYMOND TUCKER	746.00		15873
12557	02/12/21	WAS15 WASHINGTON PARK APTS LLC	691.00		15873
12558	02/12/21	WHI08 WHITEGOLD INVESTMENTS LLL	479.00		15873
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	63	0	91,348.54	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	63	0	91,348.54	0.00
CASH GEN CAPIT CASH GEN-CAPITAL (TD BANK)					
1001	02/12/21	CIR06 CIRCLE 3, LLC	15,353.20		15878
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	15,353.20	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	15,353.20	0.00
CASH GEN INSU GEN INSURANCE TD 4308903544					
20942	01/29/21	ACE19 REINALDO M ACEVEDO	867.60		15855
20943	01/29/21	ADA07 MARILYN R. ADAMS	867.60		15855
20944	01/29/21	ALE13 JAMES ALEXANDER	867.60		15855
20945	01/29/21	ALL47 ROBERT E ALLENBACH	867.60		15855
20946	01/29/21	AND07 JAMES M. ANDERSON	1,735.20		15855
20947	01/29/21	ANG02 RONALD ANGEMI	1,735.20		15855
20948	01/29/21	ANG03 NICHOLAS F. ANGELASTRO	867.60		15855
20949	01/29/21	ARD01 VINCENT ARDIRE	1,735.20		15855
20950	01/29/21	ARE06 JOSEPH H. ARENSBERG	1,735.20		15855
20951	01/29/21	AVE01 JOHN E. AVERSA	1,735.20		15855
20952	01/29/21	BAI08 WILLIAM BAIN	867.60		15855
20953	01/29/21	BAK05 PAUL R. BAKER, JR.	1,735.20		15855
20954	01/29/21	BAL16 WILLIE J BALLARD	867.60		15855
20955	01/29/21	BAN09 WILLIAM H. BANKS	1,735.20		15855
20956	01/29/21	BAR36 AGOSTINO A BARBETTA JR	1,735.20		15855

February 22, 2021
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CAMDEN CITY
Check Register By Check Date

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
CASH GEN INSU	GEN INSURANCE	TD 4308903544	Continued	
20957	01/29/21	BAS03 ROBERT A. BASILE	1,735.20	15855
20958	01/29/21	BER02 CHARLES R. BERRY	1,735.20	15855
20959	01/29/21	BER27 WILLIAM E. BERKS	867.60	15855
20960	01/29/21	BER32 WILLIAM BERMAN	1,735.20	15855
20961	01/29/21	BIR05 STEPHEN R BIRD	867.60	15855
20962	01/29/21	BLE04 MICHAEL A BLEVINS SR	867.60	15855
20963	01/29/21	BOC03 ROLAND BOCK	4,483.20	15855
20964	01/29/21	BOK01 ELEANOR J BOKRETA	867.60	15855
20965	01/29/21	BOO14 MICHAEL BOONE	867.60	15855
20966	01/29/21	BOY04 RONALD J. BOYLE	1,735.20	15855
20967	01/29/21	BOY16 JEROME P BOYD	867.60	15855
20968	01/29/21	BRI23 ROSEANN BRIGGS	867.60	15855
20969	01/29/21	BRO34 SHELLEY BROWN	867.60	15855
20970	01/29/21	BRO75 JOSEPH A. BROCCOLI	867.60	15855
20971	01/29/21	BUC02 ROGER BUCK	867.60	15855
20972	01/29/21	BUM03 NORMAN L BUMM	867.60	15855
20973	01/29/21	BUR51 CARLOS R BURGOS	867.60	15855
20974	01/29/21	BUR57 MARY BURDZIEJKO	867.60	15855
20975	01/29/21	CAL18 BARBARA R CALVERT	867.60	15855
20976	01/29/21	CAN08 GEORGE CANDIA	867.60	15855
20977	01/29/21	CAP17 JOSEPH R. CAPUTI	867.60	15855
20978	01/29/21	CAP19 PAUL CAPIZOLA	1,735.20	15855
20979	01/29/21	CAR09 PETER CARBONE	1,735.20	15855
20980	01/29/21	CAR78 RICHARD D. CARVER	867.60	15855
20981	01/29/21	CAR90 RODNEY CARTER	867.60	15855
20982	01/29/21	CAS28 VIRGINIA CASTRO	867.60	15855
20983	01/29/21	CHA36 RUSSELL H. CHANDLER	1,735.20	15855
20984	01/29/21	CHA39 RICHARD N. CHANDLER	867.60	15855
20985	01/29/21	CHR02 CHARLES CHRISTENSEN	1,735.20	15855
20986	01/29/21	CIA05 RAYMOND CIANFRANI	867.60	15855
20987	01/29/21	CIA06 KATHLEEN A CIANFRANI	867.60	15855
20988	01/29/21	CIN07 RICHARD L. CINAGLIA	1,735.20	15855
20989	01/29/21	COL100 YVONNE COLEMAN	867.60	15855
20990	01/29/21	COL82 FORREST N. COLLINS	2,602.80	15855
20991	01/29/21	CON54 JOSEPH W. CONVERY	1,735.20	15855
20992	01/29/21	COU25 WILLIAM M COUSE JR	867.60	15855
20993	01/29/21	COV01 LEONARD COVOLESKY	1,401.60	15855
20994	01/29/21	CRI04 FRANCIS J. CRISSEY, SR.	1,735.20	15855
20995	01/29/21	CRO22 RONALD CROWDER	867.60	15855
20996	01/29/21	CRU29 SERAPIO CRUZ	1,735.20	15855
20997	01/29/21	CRY02 DENT CRYMES	867.60	15855
20998	01/29/21	CUR06 VERNON G. CURTIS	1,735.20	15855
20999	01/29/21	HOR13 JOSE L. HORTA	362.13	15855
21000	01/29/21	INT14 INTERNATIONAL ASSOC. OF FIRE-	458.48	15855
21001	01/29/21	INT15 INTERNATIONAL ASSOC OF FIRE-	1,365.02	15855
21002	01/29/21	KER02 JOHN D. KERNAN DMD PA	24,841.50	15855
21003	01/29/21	LUC04 CARLOS LUCIANO	724.26	15855
21004	01/29/21	MAR08 JOSEPH A MARINI	2,776.20	15855
21005	01/29/21	MAR121 RICHARD M MARNIN	867.60	15855
21006	01/29/21	MAR23 FREDERICK H MARTIN JR	867.60	15855
21007	01/29/21	MAR97 RICHARD B. MARTER	1,735.20	15855
21008	01/29/21	MAS24 RAYMOND MASSI	2,155.20	15855

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
CASH GEN INSU	GEN INSURANCE TD 4308903544	Continued		
21009	01/29/21	MAT05 PAUL MATYJASIK	867.60	15855
21010	01/29/21	MCC12 JOE W. MC CANN	1,735.20	15855
21011	01/29/21	MCC16 MICHAEL MCCORMICK	867.60	15855
21012	01/29/21	MCC52 JOSEPH MCCRAY	867.60	15855
21013	01/29/21	MCC54 JOYCE E MCCRAY	867.60	15855
21014	01/29/21	MCC55 MORRIS A MCCORMICK	867.60	15855
21015	01/29/21	MCD07 ANDREA N MCDONALD	867.60	15855
21016	01/29/21	MCG14 FRANK MCGUCKIN	1,735.20	15855
21017	01/29/21	MCM04 JAMES J. MCMASTER	1,735.20	15855
21018	01/29/21	MEL18 FERDINAND J. MELONI	867.60	15855
21019	01/29/21	MIC08 EDWARD V. MICHALAK, JR.	867.60	15855
21020	01/29/21	MIL12 VINCENT L. MILLER	1,735.20	15855
21021	01/29/21	MIL27 JOHN F. MILLS	867.60	15855
21022	01/29/21	MIL40 OSCAR MILBOURNE	1,735.20	15855
21023	01/29/21	MIL91 GARY E MILLER	1,735.20	15855
21024	01/29/21	MIL92 RONALD E MILLER	1,735.20	15855
21025	01/29/21	MIX02 DELORES MIXON	867.60	15855
21026	01/29/21	MON06 ARNOLD P. MONAHAN, JR.	1,735.20	15855
21027	01/29/21	MOO08 BESSIE A. MOORE	867.60	15855
21028	01/29/21	MOO26 JANET MOORE	867.60	15855
21029	01/29/21	MOR75 RONALD J MORENO	867.60	15855
21030	01/29/21	MOR76 ANGELICA M MORALES	867.60	15855
21031	01/29/21	MOU01 RICHARD A. MOUNTNEY	1,735.20	15855
21032	01/29/21	MUR24 MARTIN MURRAY	1,735.20	15855
21033	01/29/21	MUR25 GREGORY J MURPHY	1,735.20	15855
21034	01/29/21	MUZ01 LOUIS A MUZYCZEK	867.60	15855
21035	01/29/21	SAN05 MARK SAUNDERS	960.64	15855
21036	01/29/21	SAN86 CAROL SANDERS ADAMS	867.60	15855
21037	01/29/21	SHA07 BARBARA SHARPER	362.13	15855
21038	02/05/21	ANG05 LENORA R. ANGELASTRO	867.60	15865
21039	02/05/21	BON05 LORRAINE BONELLI	867.60	15865
21040	02/05/21	BUR56 LARRY BURGESS	867.60	15865
21041	02/05/21	FRA44 BONNIE FRAMPTON	867.60	15865
21042	02/05/21	GEN02 ANTONIO D. GENNETTA	1,735.20	15865
21043	02/05/21	GIB12 KAREN L GIBSON	867.60	15865
21044	02/05/21	HAN09 RICHARD E. HAND	1,735.20	15865
21045	02/05/21	HIN05 NOVELLA HINSON	867.60	15865
21046	02/05/21	HOM11 HOME DEPOT	2,827.97	15865
21047	02/05/21	LEA03 HERBERT C LEARY	1,735.20	15865
21048	02/05/21	MEK01 JOHN MEKSA	867.60	15865
21049	02/05/21	MUR23 RAYMOND MURPHY	1,735.20	15865
21050	02/05/21	NIE07 JULIO NIEVES	867.60	15865
21051	02/05/21	SAN07 PAULINE SANTORO	867.60	15865
21052	02/05/21	SMA04 MICHAEL SMARRITO	1,735.20	15865
21053	02/05/21	STE47 JOHN L. STERNER	1,735.20	15865
21054	02/05/21	THR02 ALBERTA M. THRASH	867.60	15865
21055	02/05/21	TTI01 TTI ENVIRONMENTAL, INC	3,860.00	15865
21056	02/05/21	WHI11 DENNIS R. WHITE	867.60	15865
21057	02/12/21	KEA04 PATRICK J. KEATING	867.60	15872

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CASH GEN INSU GEN INSURANCE TD 4308903544 Continued					
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	116	0	171,512.73	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	116	0	171,512.73	0.00
CASH GRANT TD FEDERAL/STATE GRANT FD (TD)					
104570	01/29/21	GEN29 GENERAL CHEMICAL & SUPPLY, INC	1,777.50	02/10/21	15862
104571	01/29/21	MAR108 CHARLES MARANDINO, LLC	374,550.58	02/10/21	15862
104572	01/29/21	NIG04 NIGHT KITCHEN INTERACTIVE	17,000.00		15862
104573	01/29/21	TOW06 TOWNSHIP OF GLOUCESTER	378.36	02/10/21	15862
104574	02/05/21	MAR108 CHARLES MARANDINO, LLC	420,614.31	02/10/21	15869
104575	02/12/21	TDK01 TDK SYSTEMS GROUP, INC	13,967.13		15877
104576	02/12/21	WIN01 WINNER FORD	206,070.00		15877
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	7	0	1,034,357.88	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	7	0	1,034,357.88	0.00
CASH TRUST TD TRUST OTHER (TD) 4308903635					
3547	01/29/21	CIT09 CITY OF CAMDEN PAYROLL	4,050.00		15864
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	4,050.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	4,050.00	0.00
CDBG FUND TD CASH CDBG FUND (TD) 4308903718					
25326	01/29/21	CIT09 CITY OF CAMDEN PAYROLL	40,586.07		15861
25327	01/29/21	MCK11 SHANNON MCKEOWN	300.00		15861
25328	01/29/21	PUB04 PSE&G	319.87		15861
25329	01/29/21	SIK02 CHONG SIK YI	4,106.28		15861
25330	02/05/21	ART12 ART HUFF BUILDING & REMODELING	3,450.00		15868
25331	02/05/21	GOV13 GOVCONNECTION, INC.	1,000.00		15868
25332	02/05/21	PUB04 PSE&G	1,577.23		15868
25333	02/05/21	QFM01 QUISQUEYA FOOD MARKET	12,945.97		15868
25334	02/05/21	WBM01 W B MASON CO, INC	1,808.28		15868
25335	02/12/21	ALD03 AL DIA NEWSPAPER, INC	3,500.00		15876
25336	02/12/21	CIR06 CIRCLE 3, LLC	63,095.80		15876
25337	02/12/21	CIT09 CITY OF CAMDEN PAYROLL	14,174.67		15876
25338	02/12/21	EBF01 EB FENCE LIMITED LIABILITY CO	33,947.97		15876
25339	02/12/21	MDM01 MD M. UDDIN	2,523.18		15876
25340	02/12/21	ROS44 ROSSY'S BEAUTY SALON	4,746.50		15876
25341	02/12/21	RSM02 ROLDANY SUPERMARKET	20,000.00		15876
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	16	0	208,081.82	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	16	0	208,081.82	0.00
CURRENT FUND TD TD BANK 4308903487					
135117	01/27/21	HUN03 HUNTER TRUCK SALES & SERVICE	1,442.21		15854

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CURRENT FUND TD	TD	BANK 4308903487	Continued		
135118	01/29/21	AME01 AMERICAN ASPHALT	467.66		15863
135119	01/29/21	AND01 ANDREW VIOLA, ESQ	500.00		15863
135120	01/29/21	BER15 ERIC BERNSTEIN& ASSOCIATES,LLC	1,872.00		15863
135121	01/29/21	CAM28 CAMDEN COUNTY MAYORS' ASSOC.	385.00		15863
135122	01/29/21	CCM01 C C M U A	531,217.35		15863
135123	01/29/21	CDW01 CDWG	61.60		15863
135124	01/29/21	CEU01 CEUNION	245.00		15863
135125	01/29/21	CHE03 CHERRY VALLEY TRACTOR	1,947.90		15863
135126	01/29/21	COM35 COMCAST BUSINESS SERVICES --	1,251.78		15863
135127	01/29/21	COU01 COURIER POST	9,936.12		15863
135128	01/29/21	DOCUS005 INFOSTORE RECORDS MANAGEMENT	174.82		15863
135129	01/29/21	GAR13 GARDEN STATE MAT RENTAL	157.65		15863
135130	01/29/21	HER30 THE HERTZ CORPORATION	0.00	01/29/21 VOID	0
135131	01/29/21	HER30 THE HERTZ CORPORATION	12,400.00		15863
135132	01/29/21	HOM01 HOME DEPOT CREDIT SVCS.	6,869.04		15863
135133	01/29/21	JSR01 JSR GENERATOR SERVICES, LLC	12,849.00		15863
135134	01/29/21	MAJ02 MAJESTIC OIL CO, INC	713.13		15863
135135	01/29/21	MIL19 MILLENNIUM SKATE WORLD	600.00		15863
135136	01/29/21	NEW51 NEW JERSEY LAW JOURNAL	795.00		15863
135137	01/29/21	NJI02 NJICLE	378.00		15863
135138	01/29/21	ORI02 ORIENTAL TRADING COMPANY	425.62		15863
135139	01/29/21	PHO09 PHOENIX ADVISORS LLC	14,520.00		15863
135140	01/29/21	REG02 REGINE A ERVIN, CCR	1,613.00		15863
135141	01/29/21	ROB12 ROBINSON WASTE DISPOSAL SVS	390.70		15863
135142	01/29/21	SPR10 SPRUCE INDUSTRIES	477.97		15863
135143	01/29/21	TRE35 TREASURER, STATE OF NEW JERSEY	100,000.00		15863
135144	01/29/21	WBM01 W B MASON CO, INC	0.00	01/29/21 VOID	0
135145	01/29/21	WBM01 W B MASON CO, INC	5,290.59		15863
135146	01/29/21	WIL118 DR EDWARD WILLIAMS, PP., AICP	125.00		15863
135147	02/05/21	BEL02 VERIZON	266.13		15870
135148	02/05/21	CHE03 CHERRY VALLEY TRACTOR	948.03		15870
135149	02/05/21	CON01 CONVERGE ONE HOLDING CORP	12,757.44		15870
135150	02/05/21	COV05 COVANTA CAMDEN ENERGY RECOVERY	235,837.82		15870
135151	02/05/21	GRA41 GRAMCO BUSINESS COMMUNICATIONS	895.00		15870
135152	02/05/21	HOM01 HOME DEPOT CREDIT SVCS.	2,683.59		15870
135153	02/05/21	HOM11 HOME DEPOT	137.25		15870
135154	02/05/21	JAY02 JAY'S TIRE SERVICE LLC	1,115.00		15870
135155	02/05/21	NJA06 NEW JERSEY AMERICAN WATER CO	91,856.23		15870
135156	02/05/21	NJD34 NJ DEPT OF COMMUNITY AFFAIRS	65.00		15870
135157	02/05/21	WBM01 W B MASON CO, INC	2,211.50		15870
135158	02/05/21	XER01 XEROX CORPORATION	4,004.18		15870
135159	02/05/21	MCC44 HOWARD MCCOACH, PC	9,034.20		15871
135160	02/12/21	ARC05 USA MOBILITY WIRELESS [SPOK]	12.09		15880
135161	02/12/21	ATT07 AT&T	10,658.99		15880
135162	02/12/21	ATT08 A T & T MOBILITY	82.48		15880
135163	02/12/21	ATT09 AT&T CORP	246.47		15880
135164	02/12/21	BEL02 VERIZON	0.00	02/12/21 VOID	0
135165	02/12/21	BEL02 VERIZON	11,207.13		15880
135166	02/12/21	BOW05 BOWMAN & COMPANY LLP	55,000.00		15880
135167	02/12/21	CAM45 CAMDEN LUTHERAN HOUSING CORP.	1,038.37		15880
135168	02/12/21	CAR01 CARTUN HARDWARE	31.04		15880
135169	02/12/21	COM35 COMCAST BUSINESS SERVICES --	473.40		15880

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CURRENT FUND TD TO BANK 4308903487 Continued					
135170	02/12/21	CON62 JOHANNA CONYER	600.00		15880
135171	02/12/21	COU11 COURIER POST, THERESA CASALNOVA	48.60		15880
135172	02/12/21	DEC01 DECOTIIS, FITZPATRICK & COLE	3,605.05		15880
135173	02/12/21	EAG07 EAGLE EQUIPMENT, INC.	1,080.00		15880
135174	02/12/21	EDU03 EDUCATIONAL DATA SERVICES, INC	1,700.00		15880
135175	02/12/21	EXE03 EXECUTIVE SECURITY AGENCY LLC	7,350.00		15880
135176	02/12/21	FON04 FRANKIE FONTANEZ, ESQ	11,666.00		15880
135177	02/12/21	HAD01 H A DEHART & SON	1,162.96		15880
135178	02/12/21	HAI05 HAINESPORT AUTO & TRUCK	3,165.98		15880
135179	02/12/21	HAR04 THE ORIGINAL W. HARGROVE	8,160.00		15880
135180	02/12/21	HER25 HERC RENTALS	6,041.95		15880
135181	02/12/21	HOF03 HOFFMAN EQUIPMENT	175.15		15880
135182	02/12/21	HOM17 HOME DEPOT CREDIT SERVICES	688.50		15880
135183	02/12/21	JAC28 JACK GILBERT dba CAPTAIN JACK'	7,700.00		15880
135184	02/12/21	JOH41 JOHNSTON COMMUNICATION	350.00		15880
135185	02/12/21	KNO06 KNOX COMPANY	4,711.00		15880
135186	02/12/21	LAU01 LAUREL LAWN MOWER SERVICE	211.03		15880
135187	02/12/21	LIN18 LINE SYSTEMS, INC. DBA	5,681.67		15880
135188	02/12/21	MAJ02 MAJESTIC OIL CO, INC	12,513.35		15880
135189	02/12/21	MCC27 KRISDEN M MCCRINK	700.00		15880
135190	02/12/21	MUN36 MUNICIPAL EMERGENCY SERVICES	1,959.00		15880
135191	02/12/21	NJA06 NEW JERSEY AMERICAN WATER CO	16,568.62		15880
135192	02/12/21	PAP03 PAPER MART, INC.	1,278.56		15880
135193	02/12/21	REA11 REALAUCTION.COM, LLC	133,605.00		15880
135194	02/12/21	RIV39 RIVERFRONT RECYCLING &	275.20		15880
135195	02/12/21	SJE01 SOUTH JERSEY ENERGY	5,545.28		15880
135196	02/12/21	SOU03 SOUTH JERSEY WELDING	305.00		15880
135197	02/12/21	SPA04 SPARK ELECTRIC SERVICE, INC	345.50		15880
135198	02/12/21	TDK01 TDK SYSTEMS GROUP, INC	356.66		15880
135199	02/12/21	TRE13 TREASURER, STATE OF NJ- CODES &	16,488.00		15880
135200	02/12/21	USP04 U.S. POSTAL SERVICE	30,000.00		15880
135201	02/12/21	VER09 VERIZON SELECT SERVICES, INC.	2,354.25		15880
135202	02/12/21	WAD04 WADE LONG WOOD & LONG LLC	6,750.00		15880
135203	02/12/21	WBM01 W B MASON CO, INC	1,896.70		15880
135204	02/12/21	WIT05 WITMER PUBLIC SAFETY GROUP	5,250.00		15880
135205	02/12/21	XER01 XEROX CORPORATION	895.28		15880
135206	02/17/21	PRO45 PROCTER PROPERTIES	35,464.00		15881

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	87	3	1,484,315.77	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>87</u>	<u>3</u>	<u>1,484,315.77</u>	<u>0.00</u>

HOME PROJ TD	HOME PROJ-CASH (TD) 4308903643		
13302	01/29/21	CIT09 CITY OF CAMDEN PAYROLL	3,956.39
13303	02/05/21	GOV13 GOVCONNECTION, INC.	702.76
13304	02/05/21	WBM01 W B MASON CO, INC	703.43
13305	02/12/21	CIT09 CITY OF CAMDEN PAYROLL	22.68

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HOME PROJ TD HOME PROJ-CASH (TD) 4308903643 Continued					
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:		4	0	5,385.26	0.00
Direct Deposit:		0	0	0.00	0.00
Total:		4	0	5,385.26	0.00
NEW CEMETRY TD NEW-CEMETRY TRUST (TD BAN					
764	01/29/21	MO006 MOORE S BURIAL SERVICE LLC	200.00		15857
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:		1	0	200.00	0.00
Direct Deposit:		0	0	0.00	0.00
Total:		1	0	200.00	0.00
SEWER UTILITY CSH-SEWR UTILITY TD 4308903594					
7708	02/12/21	CEN03 CENTER FOR FAMILY SERVICES	9,750.00		15879
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:		1	0	9,750.00	0.00
Direct Deposit:		0	0	0.00	0.00
Total:		1	0	9,750.00	0.00
WORKERS COMP TD WORKER'S COMP-CASH 4308903510					
71610	01/29/21	INT38 INTERSTATE MOBILE CARE	1,760.00		15856
71611	01/29/21	STA12 NJ DEPT OF LABOR & WORKFORCE D	9,717.87		15856
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:		2	0	11,477.87	0.00
Direct Deposit:		0	0	0.00	0.00
Total:		2	0	11,477.87	0.00
Report Totals					
Checks:		301	3	3,043,197.79	0.00
Direct Deposit:		0	0	0.00	0.00
Total:		301	3	3,043,197.79	0.00

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	0-01	667,998.88	0.00	0.00	667,998.88
SEWER OPERATING	0-70	9,750.00	0.00	0.00	9,750.00
Year Total:		677,748.88	0.00	0.00	677,748.88
	1-01	790,316.89	0.00	0.00	790,316.89
	C-15	15,353.20	0.00	0.00	15,353.20
	G-11	2,233.04	0.00	0.00	2,233.04
	G-15	8,024.37	0.00	0.00	8,024.37
	G-16	3,709.72	0.00	0.00	3,709.72
	G-19	1,001,613.25	0.00	0.00	1,001,613.25
	G-20	18,777.50	0.00	0.00	18,777.50
	G-BG	208,081.82	0.00	0.00	208,081.82
	G-ES	33,364.72	0.00	0.00	33,364.72
	G-HM	5,385.26	0.00	0.00	5,385.26
	G-HP	91,348.54	0.00	0.00	91,348.54
Year Total:		1,372,538.22	0.00	0.00	1,372,538.22
	T-31	200.00	0.00	0.00	200.00
	T-35	182,990.60	0.00	0.00	182,990.60
Year Total:		183,190.60	0.00	0.00	183,190.60
Total Of All Funds:		3,039,147.79	0.00	0.00	3,039,147.79

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Project Description	Project No.	Project Total
OUTSIDE EMPLOYMENT AGENCY	C HEALTH	4,050.00
Total of All Projects:		<u>4,050.00</u>



0-2

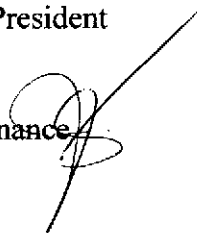
FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

JOHANNA S. CONYER HARRIS
FINANCE DIRECTOR
TEL: 856-757-7582
EMAIL: FINANCE@CI.CAMDEN.NJ.US
WEBSITE: WWW.CI.CAMDEN.NJ.US

MEMORANDUM

To: Honorable Curtis Jenkins, City Council President
Luis Pastoriza, Municipal Clerk

From: Johanna S. Conyer Harris, Director of Finance 

Date: February 22, 2021

Subject: **Payroll Register Summary-Communications for Forthcoming
City Council Meeting- March 9, 2021.**

Attached, please find the Payroll Register Summary for the City of Camden for the pay period of 1/31/2021 and 02/14/202. 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.

JCH/MR
Attachments

cc: Honorable Francisco "Frank" Moran, Mayor

COMPANY TOTAL	HOURS	EARNINGS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
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EXE	648.14 REG .00 O/T .00 HOURS 3 1,180.50 HOURS 4	1,260,053.72 REG 1,269.06 EARNINGS 3 2,246.10 EARNINGS 5	6,190.54 O/T 60,925.84 EARNINGS 4 1,330,667.26 GROSS	126,175.50 FIT 36,905.64 SS 19,208.81 MED 48,396.57 STATE 5,647.36 SUI 6,208.81 SDI 3,720.75 FUI	1,056,680.88 TOTAL DEDUCTIONS 469 Pays <input type="checkbox"/> 28,742.94
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HOURS ANALYSIS:	1,096.00 15 ST/OT	84.50 16 1&1/2	320.24 M ADJUST	50,155.46 15 ST/OT
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EARNINGS ANALYSIS:	3,929.48 A ACT. ST	31.34 D DOCK T	269.06 VEH VEHICL	2,246.10 2TL
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MEMO ANALYSIS:	800.17 D DCRPER	3,008.08- I G.T.L.	1,321,549.09 P	
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STATUTORY DED. ANALYSIS:	48,267.41 56 NU	5,647.36 56 NU SUI	6,208.81 56 NU SDI	3,720.75 56 NU FLI
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VOLUNTARY DED. ANALYSIS:	4,725.40 D ANUTY.	3,008.08 I C.INS.	3,483.69 K BKPEN	42.96 O
	68,824.66 P PENS.	45,842.34 Q PENS.	1,988.57 S DCRP	203,680.76 U
	69,758.54 V	19,460.00 W	19,880.75 1 LOAN	27,583.41 3 LOAN
	780.20 5 ARRS.	203.13 6 INS AR	2,149.68 8 PENARR	2,302.81 CO COLTAX
	271.92 13 VALC	687.37 19 AFLAC	2,537.92 25 AFLAC	76.57 29 AF10MO
	314,667.46 31	55,427.35 32	61,630.43 33	899.00 34 PARK
	49.00 35 WGFEE	2,590.37 42 L.2578	5,515.98 43 LOC.78	3,451.02 45 CNC.10
	1,922.32 51 CR UN	2,580.00 56 HOUSE	80.00 57 P.A.C.	125.00 61 TXLEY
	1,496.65 68 BANK	307.49 69 GARSH	252.00 70 BANK	19.21 73 GARN
	30.00 74 GARN	10,410.54 75 CHILD	2,599.19 76 CHILD	611.60 77 CHILD
	326.00 78 CHILD	1,312.48 79 WAGES	427.13 97 GARN%	1,468.45 ADD ADD
	14,593.89 BN1	3,542.28 BNS	735.00 BN6	19,149.99 BN9
	78.84 COL COLLIF	12,231.25 CPL COUPLE	30,002.96 FAM FAMILY	15,371.87 PCH PARENT
	13,179.79 SIN SINGLE	656.39 VPL VOLLIF	135.00 45C CWASTG	1,506.19 45S CWAFUL

COMPANY TOTAL

HOURS

EARNINGS

STATUTORY DEDUCTIONS

VOLUNTARY DEDUCTIONS

NET PAY

EXE

735.23 REG
.00 O/T
.00 HOURS 3
1,713.00 HOURS 4

1,259,020.71 REG
1,000.00 EARNINGS 3
2,248.10 EARNINGS 5
1,417,303.18 GROSS

142,021.83 FIT
40,882.41 SS
19,462.32 MED
53,795.26 STATE
6,016.33 SUI
6,615.84 SDI
3,963.06 FLL

1,106,157.71 TOTAL DEDUCTIONS

467 Pays ☐
38,389.42

LDR

HOURS ANALYSIS:

EARNINGS ANALYSIS:

MEMO ANALYSIS:

STATUTORY DED. ANALYSIS:

VOLUNTARY DED. ANALYSIS:

1,713.00	15	ST/OT	3,73-	D	DOCK T	173.22	H	HOLIDY	259.83	K	SICK
1,955.18	A	ACT. ST	525.00	T	AUTO	76,665.20	15	ST/OT	1,000.00	OCC	ONCALL
196.40	M	ADJUST									
2,248.10	2TL		7.58	G	G.T.L.	3,005.86-	I	G.T.L.	1,323,724.88	P	
900.17	D	DCRPER									
53,666.85	56	NJ	128.41	59	PA						
6,015.33	56	NJ									
6,615.84	56	NJ	3,963.06	56	NJ	FLI					
4,785.40	D	ANUTY.	2,994.49	I	C.INS.	1,149.85	K	BKREN	42.98	O	
69,623.49	P	PENS.	45,638.09	Q	PENS.	1,981.24	S	DCRP	205,232.38	U	
71,764.84	V		19,650.00	W		19,890.75	1	LOAN	28,510.69	3	LOAN
485.62	5	ARRS.	2,302.81	CO	COLTAX	271.92	13	VALIC	687.37	19	AFLAC
2,536.66	25	AFLAC	76.57	29	AF-10MO	341,935.08	31		57,609.37	32	
70,401.59	33		899.00	34	PARK	52.00	35	WGFEE	2,590.37	42	L.2578
5,606.16	43	LOC.78	1,722.60	44	BUFF	3,537.51	45	CNC.10	1,922.32	51	CR UN
500.00	53	LPFFA.	2,610.00	56	HOUSE	80.00	57	P.A.C.	125.00	81	TXLEVY
5,813.95	66		1,535.50	68	BANK	347.97	69	GARSH	252.00	70	BANK
19.21	73	GARN	20.00	74	GARN	10,180.54	75	CHILD	2,678.19	76	CHILD
611.60	77	CHILD	326.00	78	CHILD	1,312.48	79	WAGES	427.13	97	GARN%
1,468.45	ADD	ADD	18,366.92	BN1		2,502.77	BNS		735.00	BN6	
19,023.14	BN9		78.84	COL	COLLIF	12,049.53	CPL	COUPLE	29,773.77	FAM	FAMILY
10.00	LSW	LSTCRD	15,796.34	POH	PARENT	13,323.69	SIN	SINGLE	656.39	VPL	VOLLIF
135.00	45C	CWASTG	1,506.19	45S	CWAFUL						

ADP Labor Distribution
Company Totals

CITY OF CAMDEN
Company Code: EXE

Batch : 6714-055
Period Ending : 02/14/2021
Service Center : 055
Pay Date : 02/19/2021
Week 07
Page 104

Ordinances

1st Reading

0-1
MBS:dh
03-09-21

**ORDINANCE AMENDING ORDINANCE MC-38 TO CREATE A LOADING
AND UNLOADING ZONE AT 607 S. BROADWAY**

WHEREAS, there is a need for short term parking in the vicinity of 607 S. Broadway; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden that a zone be created in the vicinity of 607 S. Broadway for not more than two (2) vehicles, to provide for parking for the loading and unloading of deliveries and supplies.

BE IT FURTHER ORDAINED that the boundaries of the zone are established as: Broadway, west side, beginning at a point 75 feet south of the southwesterly curb line of Royden Street and extending 20 feet southerly therefrom.

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

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

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

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

Date of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

FRANCISCO MORAN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: MARCH 9, 2021
--

TO: Jason Asuncion, Business Administrator

FROM: Keith L. Walker, Director – Public Works

Department Making Request:

TITLE OF RESOLUTION/ORDINANCE:

**ORDINANCE AUTHORIZING THE APPROVAL OF A
LOADING ZONE AT 607 SO BROADWAY**

BRIEF DESCRIPTION:

Authorization of a Loading Zone for the loading and un-loading of deliveries.

Whereas, there is a need for short term parking in the vicinity of 607 SO BROADWAY; now therefore,

Be it ordained by the City Council of City of Camden that zone be created in the vicinity of 607 SO BROADWAY, for not more than two (2) vehicles, to provide for parking for the loading and unloading of deliveries and supplies.

Be it further ordained that the boundaries of the zone be established as BROADWAY, Westside, beginning at a point 75 feet South of the Southwesterly curb line of Royden Street and extending 20 feet Southerly therefrom.

SECTION #1 All ordinances or part 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.

BIDDING PROCESS:

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

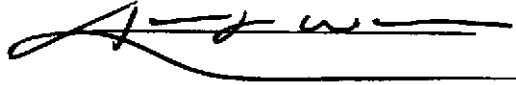

APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*

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******

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/14/2021</u>	<u></u>
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____
Received by City Attorney:	<u>2/18/21</u>	<u></u>
	(Name) Please Print	(Extension #)
Prepared By:	Yvette Torres-Velasquez _____	<u>#7139</u>
Contact Person:	_____	_____

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******



FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF PUBLIC WORKS
CITY OF CAMDEN
NEW JERSEY

KEITH L. WALGER
DIRECTOR OF PUBLIC WORKS
TEL: 856-757-7139
EMAIL: PUBLICWORKS@CICAMDEN.NJ.US
WEBSITE: WWW.CICAMDEN.NJ.US

LOADING ZONE APPLICATION

DATE: 12/10/2020

NAME OF BUSINESS OWNER: Bryan Pena
BUSINESS NAME: Pena Food Market
BUSINESS ADDRESS: 407 Broadway
PHONE: 856 929 7702

IS LOCATION OF THE BUSINESS ☒ OWNED BY BUSINESS OWNER

☐ RENTED BY BUSINESS OWNER

IF RENTED, NAME, ADDRESS & CONTACT # OF PROPERTY OWNER

NAME OF BUSINESS OWNER: _____

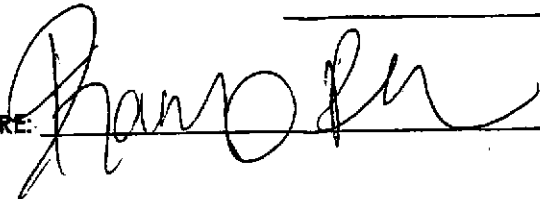
BUSINESS ADDRESS: _____

PHONE: _____

ALL APPLICATIONS MUST BE IN ACCORDANCE WITH THE MUNICIPAL CODE OF THE CITY OF CAMDEN AND ALL LAWS AND STATUTES OF THE STATE OF NEW JERSEY. APPLICATIONS ARE SUBJECT TO APPROVAL BY ACTION OF CITY COUNCIL.

PROPOSED LOCATION OF LOADING ZONE: front

PROPOSED PURPOSE OF LOADING ZONE: no parking or 15 min min

APPLICANT'S SIGNATURE: 

PLEASE ATTACH A COPY OF YOUR MOST RECENT MERCHANTILE LICENSE.

BE ADVISED ALL PROPERTY TAXES AND MERCHANTILE LICENSING MOST BE UP TO DATE IN ORDER TO PROCEED WITH APPLICATION.

☐ APPROVED

☐ DENIED

DEPARMENT OF PUBLIC WORKS

DATE

ALL APPLICATIONS MUST BE IN ACCORDANCE WITH THE MUNICIPAL CODE OF THE CITY OF CAMDEN AND ALL LAWS AND STATUTES OF THE STATE OF NEW JERSEY. APPLICATIONS ARE SUBJECT TO APPROVAL BY ACTION OF CITY COUNCIL

Below is your CIGARETTE RETAIL DEALERS LICENSE, this license must be displayed at your place of business. This license is not transferable and is effective for only the license period indicated.

If the business is discontinued during the license period, return the license to the Division of Revenue and Enterprise Services, PO BOX 252, Trenton, NJ 08646

IMPORTANT

This Certificate must be displayed prominently for your customers to see.

Any change in ownership or organization requires a new Certificate. If your business is sold, transferred or discontinued, return this Certificate at once to the Division of Revenue and Enterprise Services, PO BOX 252, Trenton, NJ 08646-0252, and indicate the last day of business and the name and address of the successor on the lines provided below.

Last Day of Business: _____

Name of Successor: _____

Address of Successor: _____

STATE OF NEW JERSEY		DEPARTMENT OF THE TREASURY DIVISION OF TAXATION PO BOX 252 TRENTON, NJ 08646
Cigarette Retail Dealers License		
This certifies that the person(s) or firm listed below is licensed by the New Jersey Division of Taxation to conduct business pursuant to the above license.		
PENA, ROMAN PENA FOOD MARKET 607 S. BROADWAY CAMDEN NJ 08103	Tax Registration No: XXX-XXX-153/000 Date Issued: 03-24-2020 Date Expires: 03-31-2021 Document Locator No: 480981	 John J. Ficarra Acting Director, Division of Taxation
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		
Verify this Certificate Online by using the Document Locator No.: https://www1.state.nj.us/ty/tax/standingcert/jsr/verify_cert.asp		

0-2
MBS:dh
03-09-21

**AN ORDINANCE DESIGNATING CERTAIN AREAS IN THE
CITY OF CAMDEN "AS HANDICAPPED PARKING ONLY"**

WHEREAS, Gail Edwards upon providing the appropriate proof that she is the holder of the required specifications according to State statute, seeks to have a handicapped parking area set forth near her home at 41 S. 28th Street; and

WHEREAS, Jose Cabrera upon providing the appropriate proof that he is the holder of the required specifications according to State statute, seeks to have a handicapped parking area set forth near his home at 502 Trenton Avenue; and

WHEREAS, Danilsa I Perez upon providing the appropriate proof that she is the holder of the required specifications according to State statute, seeks to have a handicapped parking area set forth near her home at 612 West Street; and

WHEREAS, Sharon Watkins upon providing the appropriate proof that she is the holder of the required specifications according to State statute, seeks to have a handicapped parking area set forth near her home at 806 Haddon Avenue; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden that, the area near 41 S. 28th Street shall be designated as a "Handicapped Parking" area during the period of time that the said premise is occupied by Gail Edwards, a handicapped individual.

BE IT FURTHER ORDAINED, by the City Council of the City of Camden that, the area near 502 Trenton Avenue be designated as a "Handicapped Parking" area during the period of time that the said premises is occupied by Jose Cabrera, a handicapped individual.

BE IT FURTHER ORDAINED, by the City Council of the City of Camden that, the area near 1612 West Street be designated as a "Handicapped Parking" area during the period of time that the said premises is occupied by Danilsa I Perez, a handicapped individual.

BE IT FURTHER ORDAINED, by the City Council of the City of Camden that, the area near 806 Haddon Avenue be designated as a "Handicapped Parking" area during the period of time that the said premises is occupied by Sharon Watkins, a handicapped individual.

SECTION 1. Parking shall be prohibited to all others in order to provide a parking space for the handicapped owner/resident adjacent thereto or any person with a valid handicapped-parking permit.

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

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

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

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

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

Date of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

FRANCISCO MORAN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: MARCH 9, 2021

TO: Jason Asuncion, Business Administrator

FROM: Keith L Walker, Director – Public Works

Department Making Request:

TITLE OF RESOLUTION/ORDINANCE:

**ORDINANCE AUTHORIZING THE APPROVAL OF CERTAIN
LOCATIONS FOR HANDICAP PARKING PRIVILEGES**

BRIEF DESCRIPTION:

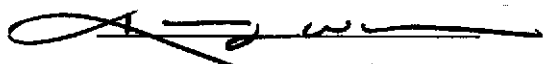
	HANDICAPEE	ADDRESS	FEE PAID	PLACARD #	TYPE
1	GAIL EDWARDS	41 SO 28 TH STREET	\$145.00	P2186740	DESIGNATED
2	JOSE CABRERA	502 TRENTON AVENUE	\$145.00	P2293885	DESIGNATED
3	DANILSA I PEREZ	612 WEST STREET	\$145.00	P1735479	DESIGNATED
4	SHARON WATKINS	806 HADDON AVENUE	\$145.00	P2154521	DESIGNATED

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	1/25/2021	
Approved by Grants Management:	_____	_____ <small>(If applicable)</small>
Approved by Finance Director:	_____	_____

☐ CAF –Certifications of Availability of Funds

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

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

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

Approved by Purchasing Agent: _____

Approved by Business Administrator: _____

Received by City Attorney: 2/18/21 M. Wall Baisden

(Name) Please Print

(Extension #)

Prepared By: Yvette Torres-Velasquez _____

Contact Person: _____

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******



HANDICAP PARKING APPROVALS

CITY COUNCIL MEETING OF MARCH 9, 2021

	HANDICAP	ADDRESS	FEE PAID	PLACARD #	TYPE
1	JOSE CABRERA	502 TRENTON AVENUE	\$145.00	P2293885	DESIGNATED
2	GAIL EDWARDS	41 SO 28 TH STREET	\$145.00	P2186740	DESIGNATED
3	DANILSA I PEREZ	612 WEST STREET	\$145.00	P1735479	DESIGNATED
4	SHARON WATKINS	806 HADDON AVENUE	\$145.00	P2154521	DESIGNATED
5					

MBS:dh
03-09-21

0-3

**AN ORDINANCE AUTHORIZING THE UPGRADE TO PERSONALIZED SIGNAGE
OF A CERTAIN LOCATION OF ITS HANDICAP PARKING PRIVILEGES**

WHEREAS, Joan A. Griffin, upon providing the appropriate proof that she is the holder of the required specifications, seeks to upgrade to personalized signage Type #2 near her home at 1348 Chase Street; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden that, the area near 1348 Chase Street, shall be upgraded to personalized signage during the period of time that the said premises is occupied by Joan A. Griffin, a handicapped individual.

SECTION 1. Parking shall be prohibited to all others in order to provide a parking space for the handicapped owner/resident adjacent thereto or any person with a valid handicapped-parking permit.

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

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

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

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

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

Date of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

FRANCISCO MORAN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: MARCH 9, 2021

TO: Jason Asuncion, Business Administrator

FROM: Keith L. Walker, Director – Public Works

Department Making Request:

TITLE OF RESOLUTION/ORDINANCE:

**ORDINANCE AUTHORIZING TO UPGRADE TO PERSONALIZED
SIGNAGE OF CERTAIN LOCATIONS OF
THEIR HANDICAP PARKING PRIVILEGES**

BRIEF DESCRIPTION:

THE FOLLOWING SITE(S) REQUIRE THAT THEIR HANDICAP PARKING SIGNAGE IS UPGRADED TO THE PERSONALIZED SIGNAGE AS PER THE PARKING AUTHORITY

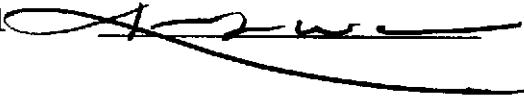
<u>LOCATION</u>	<u>HANDICAPPEE</u>	<u>UPGRADE TO</u>	<u>PLACARD #</u>
1348 CHASE STREET	JOAN A GRIFFIN	PERSONALIZED SIGNAGE – TYPE #2	P2015482

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	1/14/2021	
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____

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******

Received by City Attorney:

2/18/21

Michelle Bassman

(Name) Please Print

(Extension #)

Prepared By: Yvette Torres-Velasquez _____

Contact Person: _____

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******



HANDICAP PARKING UPGRADES



CITY COUNCIL MEETING OF MARCH 9, 2021

HANDICAPTEE	ADDRESS	FEE PAID	PLACARD #	TYPE II
JOAN A GRIFFIN	1348 CHASE STREET	\$45.00	P2015482	DESIGNATED

**AN ORDINANCE AUTHORIZING THE APPROVAL TO MOVE
EXISTING SIGNAGE TO A NEW AUTHORIZED LOCATION**

WHEREAS, Letitia Hill upon providing the appropriate proof that she is the holder of the required specifications according to State statute, seeks to have a handicapped parking area at the new location set forth near her home at 315 Line Street; and

WHEREAS, the existing handicap sign located at 1153 Princess Avenue will be moved to the new location at 315 Line Street; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden that, the new location area near 315 Line Street be designated as a "Handicapped Parking" area during the period of time that the said premise is occupied by Letitia Hill, a handicapped individual.

SECTION 1. Parking shall be prohibited to all others in order to provide a parking space for the handicapped owner/resident adjacent thereto or any person with a valid handicapped-parking permit.

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

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


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

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

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

Date of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

FRANCISCO MORAN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: MARCH 9, 2021

TO: Jason Asuncion, Business Administrator

FROM: Keith L Walker, Director – Public Works

Department Making Request:

TITLE OF RESOLUTION/ORDINANCE:

**ORDINANCE AUTHORIZING THE APPROVAL TO MOVE
EXISTING HANDICAP SIGN TO NEW AUTHORIZED LOCATION**

BRIEF DESCRIPTION:


ORIGINAL SITE LOCATION	NEW SITE LOCATION	PLACARD #	HANDICAPEE
1153 PRINCESS AVENUE	315 LINE STREET	P1954486	LETITIA HILL

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	1/14/2021	
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____

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******

Mr. Will B. Spren

(Extension #)

Age Group	Percentage
18-24	10%
25-34	20%
35-44	25%
45-54	20%
55-64	15%
65-74	10%
75-84	5%
85+	5%

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



HANDICAP PARKING MOVE APPROVAL

CITY COUNCIL MEETING OF MARCH 9, 2021

HANDICAP	MOVE FROM	MOVE TO	PLACARD #
LETITIA HILL	1153 PRINCESS AVENUE	315 LINE STREET	P1954486

Ordinances
2nd Reading

HM
02-09-2021

21

**ORDINANCE AMENDING AND SUPPLEMENTING MUNICIPAL
ORDINANCE MC-92, ADOPTED OCTOBER 25, 1964, AS
AMENDED BY MC-1001, ADOPTED JULY 24, 1975, AND AS
AMENDED BY MC-1766, ADOPTED AUGUST 13, 1981 AND AS
AMENDED BY MC-5220 ADOPTED ON OCTOBER 8, 2019**

WHEREAS, this City Council of the City of Camden has determined that it is in the best interests of the City of Camden that, as permitted by State law, Municipal Ordinance MC-92 titled, "An Ordinance Adopting the Public Health Nuisance Code of New Jersey, adopted on October 25, 1964, and as amended by Municipal Ordinance MC-1001, adopted on July 24, 1975, and as amended by Municipal Ordinance MC-1766, adopted on August 13, 1981, and as amended by Municipal Ordinance MC-5220, adopted on October 8, 2019, be amended and supplemented to specifically provide for and include Section IV, Prohibition of Certain Noises or Sounds as defined in the Public Health Nuisance Code of New Jersey (1953) in the provisions of this Ordinance; now therefore

BE IT ORDAINED by the City Council of the City of Camden that it hereby amends and supplements Municipal Ordinance MC-92 titled, "An Ordinance Adopting the Public Health Nuisance Code of New Jersey, adopted on October 25, 1964, and as amended by Municipal Ordinance MC-1001, adopted on July 24, 1975, and as amended by Municipal Ordinance MC-1766, adopted on August 13, 1981 and amended by Municipal Ordinance MC-5220, adopted on October 8, 2019, as follows:

SECTION 2. Adoption of Standards by Reference.

B. The Public Health Nuisance Code of New Jersey (1953), which includes Section IV, Prohibition of Certain Noises or Sounds, as defined therein and below, is hereby incorporated in this chapter by reference and made a part hereof as fully as though it had been set forth at length herein except Section III thereof specifically deleted therefrom and not adopted.

C. Section IV of The Public Health Nuisance Code of New Jersey (1953), as noted above, which has been hereby incorporated in this chapter by reference and made a part hereof, specifically prohibits certain noises and sounds: It shall be unlawful for any person to make, cause or suffer or permit to be made or caused upon any premises owned, occupied or controlled by him or it, or upon any public street, alley or thoroughfare in this municipality, any unnecessary noises or sounds by means of the human voice, or by any other means or methods which are physically annoying to persons, or which are so harsh, or so prolonged or unnatural, or unusual in their use, time and place as to occasion physical discomfort, or which are injurious to the lives, health, peace and comfort of the inhabitants of this municipality or any number thereof.

D. Current Paragraph C

E. Current Paragraph D

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

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 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: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

FRANCISCO MORAN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

0-2
MBS:yrh
2-9-20

**ORDINANCE AUTHORIZING THE REMOVAL OF DEED RESTRICTIONS AND
REVERSIONARY LANGUAGE ON 133 NORTH 35TH STREET**

WHEREAS, the City of Camden transferred City owned property known as 133 North 35th Street Block 1027, Lot 16 to the Camden Redevelopment Agency by deed dated December 13, 1989 and recorded on December 15, 1989 in the Camden County Clerk's Office in Deed Book 4413, page 451&c; and

WHEREAS, the Camden Redevelopment Agency rehabilitated the parcel within the allotted time and now desires the removal of the deed restrictions and reversionary language placed in the original deed in order to facilitate the sale of this parcel; and

WHEREAS, said original conveyance set forth conditions in the deed that the parcel be rehabilitated within the 2nd year Anniversary of the date of the deed, which would have been December 13, 1991; and

WHEREAS, the City of Camden will remove any and all deed restrictions and reversionary language from the original deed of transfer to the Camden Redevelopment Agency; 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 Quit Claim Deed to the Camden Redevelopment Agency.

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: February 9, 2020

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

FRANCISCO MORAN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

0-3
MBS:yrh
2-9-21

**ORDINANCE AUTHORIZING THE ACCEPTANCE OF A CONSERVATION DEED
RESTRICTION FOR ANDUJAR PARK**

WHEREAS, the City of Camden is the owner of the parcel designated on the official Tax Map as Block 12, LOT 1, 3-9, 18-21 and Block 14, Lots 29-35 & 37; and

WHEREAS, the Property will continue to be used as a Public park; and

WHEREAS, the Conservation Deed Restriction has been declared and established in order to benefit the general public by preserving and protecting land as open space: and

WHEREAS, the land is contaminated by discharges of hazardous substances within the meaning of the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 (the "Spill Act") and the remediation is currently estimated to cost at least \$195,562; and

WHEREAS, the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1.1 et seq. (the "Remediation Act"), authorizes EDA to award a municipality with a grant from the Hazardous Discharge Site Remediation Fund (the "HDSRF Grant") pursuant to the Remediation Act of up to 75% of the costs of the remedial action for a project involving the redevelopment of contaminated property for recreation and conservation purposes.

WHEREAS, the granting of this Conservation Deed Restriction will help to ensure the cleanup for the continual use of Andujar Park as a Camden City park; and

BE IT ORDAINED, by City Council of the City of Camden the proper officer(s) shall be and are hereby authorized to accept the Conservation Deed Restriction as the owner of said parcel.

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

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

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

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

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

FRANCISCO MORAN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

0-4

MBS:dh
02-09-21

**ORDINANCE AUTHORIZING THE STREET VACATION (LOT CONSOLIDATION)
FOR MILLER FABRICATORS, 1135 MT. EPHRAIM AVENUE, BLOCK 399, LOT 1
CURRENTLY LOTS 46, 54, 58-60, 65, 69-70, 108, 112 AND 113 AS MORE
PARTICULARLY SET FORTH IN THE ATTACHED METES AND BOUNDS
DESCRIPTIONS PURSUANT TO AND IN ACCORDANCE
WITH N.J.S.A. 40:67-1, ET SEQ.**

WHEREAS, Miller Fabricators, Inc. has requested a street vacation associated with lot consolidation of Block 399, proposed Lot 1 at the property located at 1135 Mount Ephraim Avenue, Camden, NJ as more particularly set forth in the metes and bounds descriptions attached hereto as Exhibit "A;" and

WHEREAS, no reservations or objections have been made; and

WHEREAS, the matter has been referred to the City Engineer, who has recommended that the City proceed with the vacation; and

WHEREAS, it appears to the City that the public will not be adversely affected by the vacating of the public right in these areas; and

WHEREAS, the City is desirous of retaining a utility easement over the portions being vacated;

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

SECTION 1. The rights of the public and the City of Camden in and to the Plan of Survey and Lot Consolidation Block 399, proposed Lot 1 as more particularly set forth in the attached metes and bounds descriptions are hereby extinguished and vacated, with the exception of the retention of a maintenance and utility easement. The vacation shall comply with all conditions of the vacation approval that the applicant is responsible for as per the City Engineer. Please see Exhibit "A" for the detailed legal description of the Block 399, being vacated.

SECTION 2. All municipal public utilities and cable television lines and facilities, if any, existing in, on or under the vacated streets as described in the legal descriptions shall remain the property of the City of Camden, applicable public utility or cable television company. The City of Camden expressly reserves an easement in, on or under those portions of the streets to be vacated. The party or parties, who become owners of the vacated streets under this ordinance, and their successors in title, shall not have the right to close, remove, relocate, erect any structure upon, or block access to any municipal or public utility or cable television lines or facilities existing in, on or under the vacated streets. They shall have the right to contract with the City of Camden or applicable public utility or cable television company to close, remove, relocate, detour or operate and maintain any such municipal public utility or cable television company lines and facilities. The party or parties who become owners of the vacated streets must maintain fire access to the vacated streets at all times.

SECTION 3. The street vacations are subject to the rights of the City of Camden and of public utilities to enter the vacated streets in a reasonable manner for the purpose of inspecting, maintaining, repairing, replacing, closing or removing any municipal public utility or cable television lines and/or facilities remaining in, on or under the vacated streets, unless the City of Camden or public utility or cable television company waives such right by contract or agreement under Section 2 above.

SECTION 4. The Municipal Clerk shall have this ordinance published once, not less than (10) days instead of one (1) week prior to the second reading.

SECTION 5. Any portion of this ordinance not herein amended and supplemented shall remain in full force and effect.

SECTION 6. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistencies only.

SECTION 7. This ordinance shall take effect twenty (20) days after final passage and publication as provided by law.

SECTION 8. The Municipal Clerk shall, within sixty (60) days after this ordinance becomes effective, file a certified copy of this ordinance, together with a copy of the proof of publication, in the Office of the Camden County Clerk/Register of Deeds with instructions that the certified copy of this ordinance be recorded and properly indexed in the street vacation book.

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: February 9, 2021

The above has been reviewed
and approved as to form.


Michelle Banks-Spearman
City Attorney

Curtis Jenkins
President, City Council

Francisco Moran
Mayor

ATTEST: _____
Luis Pastoriza
Municipal Clerk



DESCRIPTION OF PROPERTY FOR
LOT CONSOLIDATION
Block 399
PROPOSED LOT 1
CITY OF CAMDEN, COUNTY OF CAMDEN, STATE OF NEW JERSEY

ALL THAT CERTAIN tract or parcel of land, situate in the City of Camden, County of Camden, and State of New Jersey, as shown on a plan entitled "Plan of Survey and Lot Consolidation Block 399 City of Camden, County of Camden, State of New Jersey", prepared by *irving design group, llc*, dated 6-20-18 last revised 1/29/19 more particularly bounded and described as follows:

BEGINNING at a point at the intersection of the Westerly line of Mount Ephraim Avenue (County Route No. 605) (66 feet wide), with the Southerly line of Sycamore Street (40 feet wide); thence,

1. South 19 degrees 51 minutes 30 seconds East, along Mount Ephraim Avenue, a distance of 103.61 feet to a point in the Northerly line of Baxter Street (20 feet wide); thence,
2. South 85 degrees 18 minutes 15 seconds West, along Baxter Street, a distance of 356.98 feet to a point in the Easterly line of Tenth Street (aka South Tenth Street) (40 feet wide); thence,
3. North 04 degrees 50 minutes 05 seconds West, along Tenth Street, a distance of 100.00 feet to a point in the Southerly line of Sycamore Street; thence,
4. North 85 degrees 18 minutes 15 seconds East, along said Southerly line of Sycamore Street, a distance of 330.12 feet to the point and place of beginning;

SAID ABOVE DESCRIBED tract or parcel of land contains 34,358.53 square feet or 0.789 acres more or less.

BEING Proposed Lot 1

BEING currently, Lots 46, 54, 58-60, 65, 69-70, 108, 112, and 113 in Block 399 on the City of Camden tax map

BEING more commonly known as 1135 Mount Ephraim Avenue

Walter S. Kucharski, PLS
New Jersey License # 24GS03625100
January 29, 2019
irving design group, llc

irving design group, llc
10 White Horse Pike ♦ Haddon Heights, NJ 08035 ♦ Phone 856-310-9200



Resolutions

MBS:dh
03-09-21

R-1

**RESOLUTION AUTHORIZING THE TERMINATION OF THE NON-PROFIT
SERVICE FEE AGREEMENT BETWEEN THE CITY OF CAMDEN AND
PUERTO RICAN UNITY FOR PROGRESS**

WHEREAS, the City of Camden entered into a Non-Profit Service Fee Agreement with Puerto Rican Unity for Progress ("PRUP") for an annual service fee of \$20,000 for twenty (20) years; and

WHEREAS, PRUP has been experiencing financial hardship and has requested that the New Jersey Economic Development Authority ("NJEDA") which oversees the Camden Economic Recovery Board grant program, forgive the balance of its obligations under the grant program; and

WHEREAS, NJEDA released PRUP from the terms of the grant program and closed out the grant in July 2020; and

WHEREAS, PRUP has requested that the City of Camden release them from their obligations to make payments under the Service Agreement given that they have been released by NJEDA; and


WHEREAS, due to NJEDA releasing PRUP from the terms of the ERB grant and in order to preserve PRUP's ability to provide vital services to the residents of the City of Camden, the City desires to terminate the Service Agreement with PRUP; now, therefore

BE IT RESOLVED, that the City of Camden is hereby authorized to terminate the Service Agreement with Puerto Rican Unity for Progress (PRUP) effective immediately.

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

Date of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: March 9, 2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Michelle Banks-Spearman, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE TERMINATION OF THE NON-PROFIT SERVICE FEE AGREEMENT BETWEEN THE CITY OF CAMDEN AND PUERTO RICAN UNITY FOR PROGRESS

BRIEF DESCRIPTION OF ACTION: In consideration for a \$1 million grant that Puerto Rican Unity for Progress ("PRUP") received from the Camden Economic Recovery Board ("ERB"), PRUP entered into a certain Non-Profit Service Fee Agreement with the City of Camden dated May 28, 2010 in which PRUP agreed to pay the City of Camden an annual service fee in the amount of \$20,000 for twenty years ("Service Agreement"). PRUP has been experiencing financial hardship and requested that the New Jersey Economic Development Authority ("NJEDA") which oversees the Camden Economic Recovery Board grant program, forgive the balance of its obligations under the grant program. NJEDA released PRUP from the term of the grant program and closed out the grant in July 2020. PRUP has requested that the City release it from its obligations to make payments under the Service Agreement given that they have been released by NJEDA. In light of NJEDA releasing PRUP from the terms of the ERB grant and in order to preserve PRUP's ability to provide vital services to the residents of the City of Camden, the Administration desires to terminate the Service Agreement.

APPROPRIATION ACCOUNT TO BE CHARGED:

AMOUNT OF PROPOSED CONTRACT:



Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

Approved by City Attorney:

Date

3/22/21

Signature

Michelle Banks-Spearman

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

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

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

Approved by Grants Management: _____
Approved by Finance Director: _____
☐ CAF –Certifications of Availability of Funds
Approved by Business Administrator: _____

(If applicable)

<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By: <u>Dionne Giles</u>	<u>X7170</u>
Contact Person: <u>Michelle Banks-Spearman, City Attorney</u>	<u>X7170</u>

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

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

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

Michelle Spearman

From: Jason J. Asuncion
Sent: Tuesday, February 9, 2021 5:05 PM
To: Johanna Conyer; Michelle Spearman
Cc: Angela Johnston
Subject: RE: PRUP

Thank you. I spoke to City Attorney Banks-Spearman; we will place the PRUP Agreement for termination action at the March 2021 meeting.

Sincerely,

Jason J. Asuncion, Esq., MPA
Business Administrator
City of Camden | Department of Administration
City Hall, 520 Market Street, 4th Floor, Suite 409 | P.O. Box 95120
Camden, NJ 08101-5120
Email: JaAsunci@ci.camden.nj.us | Mobile: 609.330.2482 | Desk: 856.757.7150

From: Johanna Conyer <JoConyer@ci.camden.nj.us>
Sent: Monday, February 08, 2021 6:28 PM
To: Michelle Spearman <MiSpearm@ci.camden.nj.us>; Jason J. Asuncion <JaAsunci@ci.camden.nj.us>
Cc: Angela Johnston <AnJohnst@ci.camden.nj.us>
Subject: RE: PRUP
Importance: High

Hello everyone,

Since PRUP no longer has any fiscal obligation to NJEDA for the EDA Mortgage and we have documentation from NJEDA verifying same, I am recommending to terminate the Service Agreement between the City and PRUP. Michelle, we should request a copy of the Notice of Discharge for complete Law And Finance Department files.

Thanks,

Johanna S. Conyer
Director of Finance
City of Camden
Camden City Hall, Suite 213
P.O. Box 95120
Camden, NJ 08101-5120
Tel. 856-757-7582
joconyer@ci.camden.nj.us

From: Michelle Spearman
Sent: Monday, February 8, 2021 3:47 PM
To: Jason J. Asuncion <JaAsunci@ci.camden.nj.us>; Johanna Conyer <JoConyer@ci.camden.nj.us>
Cc: Angela Johnston <AnJohnst@ci.camden.nj.us>

Subject: PRUP
Importance: High

Good afternoon,

I spoke with Heather O'Connell from the NJEDA. Please see her email below. According to Heather, PRUP, requested forgiveness of the EDA mortgage and a discharge in June, 2020. The mortgage was discharged on 7/22/20. Heather says that the ERB grant was closed out. The Service Agreement is between the City and PRUP. If the City decides to terminate the Service Agreement, the City will not be violating the terms of the grant agreement because the grant was closed out. It's up to the City to decide whether they want to terminate the Service Agreement.

Michelle Banks-Spearman

City Attorney
City Hall, Suite 419
P.O. Box 95120
Camden, NJ 08101-5120
Tel. 856-757-7170
mispearm@ci.camden.nj.us

CONFIDENTIALITY NOTICE

This e-mail message including attachments, if any, is intended for the person(s) or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Unauthorized use of this e-mail may constitute a violation of federal and state law. Although the City of Camden attempts to sweep e-mails and attachments for viruses, it does not guarantee that either are virus free and accepts no liability for any damage sustained as a result of viruses. Thank you.

From: Heather O'Connell [<mailto:hoconnell@njeda.com>]
Sent: Monday, February 8, 2021 1:48 PM
To: Daniel T. Weick <dweick@njeda.com>
Cc: Michelle Spearman <MiSpearm@ci.camden.nj.us>; David Nuse <DNuse@njeda.com>; Juan Burgos <JBurgos@njeda.com>; Mansi D. Naik <MNaik@njeda.com>
Subject: RE: City of Camden ERB Grant Follow Up

I spoke with Michelle. She was looking for information on a grant to PRUP that was secured by a performance mortgage (PROD-00164049). That grant was fully forgiven last year and the mortgage was released. PRUP has no further obligation to EDA under this Product as the grant has been fully forgiven.

Heather

From: Daniel T. Weick <dweick@njeda.com>
Sent: Monday, February 8, 2021 11:48 AM
To: Heather O'Connell <hoconnell@njeda.com>
Cc: Michelle Spearman <MiSpearm@ci.camden.nj.us>; David Nuse <DNuse@njeda.com>; Juan Burgos <JBurgos@njeda.com>; Mansi D. Naik <MNaik@njeda.com>
Subject: RE: City of Camden ERB Grant Follow Up

NON-PROFIT CORPORATION SERVICE FEE AGREEMENT

THIS SERVICE FEE AGREEMENT (the "Agreement") is made and entered into this 28th day of May, 2010 by and between Puerto Rican Unity for Progress, a non-profit corporation organized under the laws of the State of New Jersey having its principal office at: 818 Broadway, Camden, New Jersey 08103 (hereinafter referred to as the "Owner") and the City of Camden, a municipal corporation of the County of Camden, State of New Jersey (hereinafter referred to as the "Municipality").

WITNESSETH:

IN CONSIDERATION of mutual covenants herein contained and as a condition to the receipt of a one million (\$1,000,000.00) dollar grant to the Owner from the Economic Recovery Board (hereinafter referred to as ERB) for the construction of its headquarters at 818 Broadway, also known as Block 293, Lot 63 on the Tax Map of the City of Camden, it is mutually agreed between the Owner and the Municipality as follows:

1. This Agreement is made in part pursuant to the Owner's intent to meet the requirements of the Municipal Rehabilitation and Economic Recovery Act, P.L. 2002, c43 (the "Act") and in part as a voluntary act of the Owner. The Act requires non-profit tax-exempt grantees upon

receipt of ERB funds for use to construct, expand and/or rehabilitate real property located within the boundaries of the Municipality to pay an annual service fee to the Municipality.

2. The Owner further agrees that it does receive services from the Municipality and is willing to voluntarily contribute by way of a service fee in the amount of two percent (2%) of the one million dollar (\$1,000,000.00) ERB grant equals \$20,000.00 to be paid annually for a period of twenty (20) years beginning June 30, 2010 and ending June 30, 2030.

3. The annual service fee of \$20,000.00 ("Service Fee") shall be paid to the Municipality in quarterly installments of \$5,000.00 per quarter. The initial payment shall be prorated from the date the Owner received the grant funds to the end of that quarter. Thereafter payments are due on the first day of February, May, August, and November of each year. The Owner agrees to pay a late fee of 8% on the outstanding balance for fees not received by the tenth day of the month in which payments are due.

4. The service fee and late fee, if any, shall be sent to the Tax Collector of the Municipality at the

following address and checks are to be made payable to the
City of Camden:

TO: City of Camden, Tax Collector
City Hall, Room 117
520 Market Street
Camden, New Jersey 08101-5120
Attn: Cecilia Burks

5. Communications regarding this Agreement and/or the service fee payments shall be sent by certified mail, return receipt requested or by reputable overnight courier to the Tax Collector at the above address on behalf of the Municipality and to the Owner(or such other address as Owner shall specify in writing) at:

Puerto Rican Unity for Progress, Inc.
818 Broadway
Camden, NJ 08101.

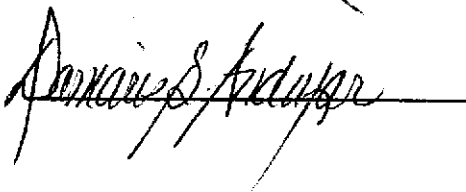
6. The Parties hereto agree that no modifications to this agreement shall be effective unless such modifications are in writing and signed by persons duly authorized to execute such modification.

7. The failure of Owner to pay any installment of the Service Fee within thirty (30) calendar days of receipt of written notice of default shall constitute an Event of Default.

8. Upon the occurrence of an Event of Default, the Municipality may institute an action in the Superior Court of New Jersey or such other court of the State of New Jersey which shall have jurisdiction over the controversy to recover the balance due under this Agreement, together with interest at the rate stipulated herein, all costs of suit, together with interest at such rate on any judgment obtained by Party to whom the payment is owed until actual payment is made of the full amount due and attorney's fees.

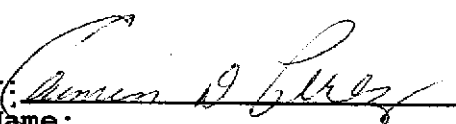
IN WITNESS WHEREOF, the parties hereto have executed this Service Fee Agreement as of the day and year first above written.

Attest:




LUIS PASTORIZA
Municipal Clerk

PUERTO RICAN UNITY FOR
PROGRESS

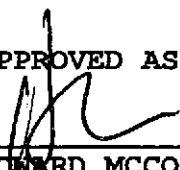
By: 
Name:
Title:

Attest:

CITY OF CAMDEN

By: 
DANA L. REDD
Mayor

APPROVED AS TO FORM



HOWARD MCCOACH
City Attorney

MBS:dh
03-09-21

R-2

**RESOLUTION AUTHORIZING AN AMENDMENT #1 TO CONTRACT #04-20-116
WITH BEST BEST & KRIEGER LLP AS SPECIAL COUNSEL FOR
COMPLIANCE WITH FCC SMALL CELL INFRASTRUCTURE INSTALLATION
INTO THE LOCAL RIGHT OF WAY**

WHEREAS, the Council of the City of Camden by R- dated April 14, 2020 authorized a professional services contract with Best Best & Krieger LLP as special counsel for the compliance with FCC small cell infrastructure installation into the local right of way for the City of Camden for an amount not to exceed Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, it is necessary to amend the agreement with Best Best & Krieger LLP by Amendment #1 to increase the amount by TEN THOUSAND DOLLARS (\$10,000.00) for continue services of counsel for the compliance with FCC small cell infrastructure installation into the local right of way; 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 items "1-01-200-906", 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 contract agreement between the City of Camden and Best Best & Krieger LLP is hereby amended by Amendment #1 for an amount not to exceed TEN THOUSAND DOLLARS (\$10,000.00), for a total contract amount of Thirty Thousand Dollars (\$30,000.00), according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: March 9, 2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Michelle Banks-Spearman, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION:

**RESOLUTION AUTHORIZING AN AMENDMENT #1 TO CONTRACT #04-20-116 WITH BEST
BEST & KRIEGER LLP AS SPECIAL COUNSEL FOR COMPLIANCE WITH FCC SMALL CELL
INFRASTRUCTURE INSTALLATION INTO THE LOCAL RIGHT OF WAY**

BRIEF DESCRIPTION OF ACTION:

This resolution is necessary for the continued services for special counsel for compliance with
FCC small cell infrastructure installation.

APPROPRIATION ACCOUNT TO BE CHARGED: 1-01---200-906

AMOUNT OF PROPOSED CONTRACT: \$10,000

☒ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
*For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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*

	Date	Signature
Approved by City Attorney:	<u>2/18/21</u>	<u>Michelle Banks-Spearman</u>
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
<input type="checkbox"/> CAF - Certifications of Availability of Funds	_____	_____
Approved by Business Administrator:	_____	_____

(Name) Please Print	(Extension #)
Prepared By: <u>Dionne Giles</u>	<u>X7170</u>
Contact Person: <u>Edward Trueblood, Assistant City Attorney</u>	<u>X7175</u>

Please note that the Contact Person is the point person for providing pertinent information regarding request.
If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make
necessary copies for Council Meeting.

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

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

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

Municipality	Camden
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Professional Service or EUS Type	Professional Services Agreement
Name of Vendor	BEST BEST & KRIEGER, LLP
Purpose or Need for service:	Amending the contract #04-20-116 as amendment #1 for continued services of Special Counsel For Compliance With FCC Small Cell Infrastructure Installation Into The Local Right Of Way
Contract Award Amount	\$10,000.00
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?	

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

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

Mayor's Signature*

Date _____

Business Administrator/Manager Signature

Date _____

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

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

_____ Funding Source for this action

Chief Financial Officer Signature

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

Certifying Officer

Date _____

For LGS use only:

☐ Approved

☐ Denied

Date _____

Director or Designee,
Division of Local Government Services

Number Assigned _____

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

REQUISITION

NO.

21-00848

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T
OCITY ATTORNEY-4TH FLOOR
PO BOX 95120
CAMDEN, NJ 08101-5120V
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D
O
R

VENDOR #: BBK01

BEST, BEST & KRIEGER, LLP
2000 PENNSYLVANIA AVE
NW SUITE 5300
WASHINGTON, DC 20006ORDER DATE: 12/07/20
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AMENDMENT #1 TO CONTRACT # 04-20-116 FROM RFP#20-05 FOR CONTINUED SERVICES OF SPECIAL COUNSEL FOR COMPLIANCE WITH FCC SMALL CELL INFRASTRUCTURE INSTALLATION INTO THE LOCAL RIGHT OF WAY.	1-01- -200-906	10,000.0000	10,000.00
			TOTAL	10,000.00

Approved:

I hereby certify that the work or supplies specified are
necessary for the proper transaction of the business of this
bureau or office.Maureen B. Hopen
Department Head12/7/20
DateMaureen B. Hopen
Receiver of Goods12/7/20
Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

MBS:dh
03-09-21

R-3

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO ENTER INTO A GRANT
AGREEMENT BETWEEN THE CITY AND NEW JERSEY LEAGUE OF
CONSERVATION VOTERS EDUCATION FUND TO SUPPORT THE CITY'S
FEASIBILITY STUDY OF BENEFITS AND COSTS OF IMPLEMENTING A
STORMWATER MANAGEMENT UTILITY**

WHEREAS, the New Jersey League of Conservation Voters Education Fund has agreed to make a grant to the City in the amount of FORTY THOUSAND DOLLARS (\$40,000.00) to support the City's feasibility Study of benefits and costs of implementing a stormwater management utility; and

WHEREAS, as a condition to receiving said monies the City is required to enter into a grant agreement setting forth the terms of said grant; and


WHEREAS, the City Council of the City of Camden believes that acceptance of said grant will be in the best interest of the residents of the City of Camden; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that, the Mayor or his designee is hereby authorized to execute a Grant Agreement between the City of Camden and the New Jersey League of Conservation Voters Education Fund in the amount of FORTY THOUSAND DOLLARS (\$40,000.00) to support the City's feasibility Study of benefits and costs of implementing a stormwater management utility.

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

Date of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: March 9, 2021

TO: City Council

FROM: Jason J. Asuncion, Esq., Business Administrator

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the City of Camden to enter into a Grant Agreement between the City and New Jersey League of Conservation Voters Education Fund to support the City's feasibility Study of benefits and costs of implementing a stormwater management utility.

BRIEF DESCRIPTION OF ACTION: To support the City of Camden to achieve a detailed, well-balanced, and complete understanding of benefits and costs of implementing a stormwater management utility within the unique context of the City of Camden. The City shall conduct activities to conduct a feasibility study regarding the cost and benefits of creating a stormwater management utility in the City of Camden.

BIDDING PROCESS:

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

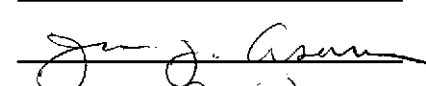

APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*



Waiver Request Form Attached for State DCA/DLGS Approval - *(If applicable)*

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds		(If applicable)
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	2-9-21	
Received by City Attorney:	2/18/21	

(Name) Please Print

(Extension #)

Contact Person: Jason J. Asuncion, Esq.

7150

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******

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

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

Municipality	CITY OF CAMDEN
--------------	----------------


Professional Service or EUS Type	
Name of Vendor	NJ League of Conservation Voters Education Fund
Purpose or Need for service:	<p>To support the City of Camden to achieve a detailed, well-balanced, and complete understanding of benefits and costs of implementing a stormwater management utility within the unique context of the City of Camden.</p> <p>The City shall conduct activities to conduct a feasibility study regarding the costs and benefits of creating a stormwater management utility in the City of Camden.</p>
Contract Award Amount	\$40,000
Term of Contract	Project shall conclude by August 31, 2021
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Yes
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N/A
Were other proposals received? If so, please attach the names and amounts for each proposal received?	N/A

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

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

Mayor's Signature*

Date _____


Business Administrator/Manager Signature

Date 2-9-21

*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 _____

Grant Agreement October 2020

Introduction

This Grant Agreement (the "Agreement") sets the terms under which New Jersey League of Conservation Voters Education Fund (the "Fund") will make a grant (the "Grant") to the City of Camden ("Grantee"). The Fund, a New Jersey nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code ("IRC"), with offices at 204 W State St, Trenton, New Jersey 08607, and Grantee, a municipal government with offices at 520 Market Street, City Hall, Room 201, Camden, NJ, 08101, agree to the following terms and conditions to conduct a feasibility study to explore establishing a stormwater utility in the town.

Purpose

The purpose of the Grant is to support the City of Camden to achieve a detailed, well-balanced, and complete understanding of the benefits and costs of implementing a stormwater utility with the unique context of the City of Camden.

Project Description – Grantee shall conduct activities to conduct a feasibility study regarding the costs and benefits of creating a stormwater management utility in the City of Camden.

1. Such activities (the "Project") shall include:
 - a. Work with a consulting/engineering firm to conduct a feasibility study regarding the costs and benefits of creating a stormwater utility that assesses potential projects including green infrastructure wherever possible, fee calculations and municipal budget savings;
 - b. Share "Request for Proposal" and "Technical Managerial Costs" for consultants with Flood Defense NJ Steering committee in advance of inviting proposals for review and feedback;
 - c. Identify one staff member to serve as "Point of Contact" for the Grant;
 - d. Upon completion of the feasibility study, post an executive summary summarizing the key points included in the report on the township website, and;
 - e. Present results of the feasibility study to Flood Defense NJ members.
2. **Term of Agreement** – The Project shall conclude by August 31, 2021.
3. **Amount** – The Fund shall make a total Grant to Grantee for forty-thousand dollars (\$40,000) in two-installments. The first installment of thirty-five thousand dollars (\$35,000) within two weeks of the parties signing this Agreement, and the remaining five-thousand dollars (\$5,000) within two weeks of completion of the feasibility study.
4. **Use of Funds** – All funds granted under this Agreement shall be used only for activities permitted for an organization exempt from taxation under IRC section 501(c)(3). No funds may be used for any activities prohibited under such section, including without limitation, prohibited campaign intervention. Furthermore, no funds may be used to carry on propaganda or otherwise to attempt to influence legislation, within the meaning of

IRC section 4945(d)(1), as interpreted by its accompanying regulations. Any monies not expended or committed for the purposes of the Grant, or within the period stated in Section 2 above, must be returned to the Fund.

5. Independent Status – Nothing in this agreement shall create any employment, joint venture, agency, or partnership relationship between the parties. Grantee acknowledges that this is a grant and any hiring of staff or contractors to complete the Project is solely Grantee's responsibility, and Grantee agrees that it will comply with all laws governing such actions.
6. Grantee agrees to submit bi-monthly interim reports or hold bi-monthly calls to check-in detailing updates in progress or challenges faced by the last day of each month and a final report upon completion of the study or no later than August 31, 2021. The final report should describe the major activities undertaken by Grantee as part of the Project, including successes toward achieving the Project goals, key results of the study, and any significant or unexpected challenges Grantee has faced, along with an accounting of the spending in the Project's major budget categories. The final report must be signed by an officer of Grantee and include the following certification:

"All activities conducted by City of Camden to this grant were and are consistent with those permitted for an organization exempt from taxation under IRC Section 501(c)(3). None of the grant funds were used to influence legislation, within the meaning of IRC section 4945(d)(1), as interpreted by its accompanying regulations. This organization warrants that it is in full compliance with its Grant Agreement with the New Jersey League of Conservation Voters Education Fund and that all restrictions set forth in that Agreement have been observed."
7. Work Product and Copyrights – All work product created under this Agreement (the "Works") is the property of Grantee and the Fund as joint owners under applicable U.S. Copyright laws. As joint owners, Grantee and The Fund shall each own the Works, providing each party with all rights of a copyright owner, including the rights to publish, reproduce, modify, adapt, distribute and otherwise use the Works at any time in any manner or medium whether existing now or yet to be developed, including without limitation use in print, presentations, Internet, electronic, television, mailed promotions, exhibits, and press releases. This provision shall survive the termination of this Agreement.
8. Hold Harmless – Grantee agrees to hold the Fund harmless from any liability and penalties actually incurred as a result of Grantee's breach of its obligations under this Agreement, except to the extent any such liability was caused by the gross negligence or willful misconduct of the Fund or its employees and/or agents. The Fund agrees to hold Grantee harmless from any liability and penalties actually incurred as a result of the Fund's breach of its obligations under this Agreement, except to the extent any such liability was caused by the gross negligence or willful misconduct of Grantee or its employees and/or agents.

9. Amendments to Agreement-- This Grant Agreement contains the entire agreement between the parties and supersedes any prior understandings, whether oral or written. If circumstances should change, the parties can amend the Agreement accordingly. Amendments can be made only after discussion between the parties and in writing signed by both parties.

By signing below, each party indicates its acceptance of these terms and conditions and certifies that funds granted under this Agreement will be used only for the Project purposes described herein.

Signed by:

For City of Camden:

Name: Francisco "Frank" Moran

Title: Mayor, City of Camden

Contact information: mayor@ci.camden.nj.us ; 856-757-7000

For New Jersey League of Conservation Voters Education Fund:



11/23/20

Name: Ed Potosnak

Title: Executive Director

Contact information: ed.potosnak@njlcw.org, 609-331-9922

MBS:dh
03-09-21

R-4

**RESOLUTION ACCEPTING A GRANT FROM NEW JERSEY LEAGUE OF
CONSERVATION VOTERS EDUCATION FUND IN THE AMOUNT OF \$40,000.00
TO SUPPORT A FEASIBILITY STUDY STORMWATER MANAGEMENT UTILITY
IN THE CITY OF CAMDEN**

WHEREAS, the City of Camden applied for and received a grant from the New Jersey League of Conservation Voters Education Fund in the amount of \$40,000.00; and

WHEREAS, the grant proceeds will be used to support the City of Camden achieving a detailed, well-balanced, and complete understanding of benefits and costs of implementing a stormwater management utility; and

WHEREAS, the City desires to accept the grant from the New Jersey League of Conservation Voters Education Fund; 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 League of Conservation Voters Education Fund in the amount of \$40,000.00.

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 of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: March 9, 2021

TO: City Council

FROM: Jason J. Asuncion, Esq., Business Administrator

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Resolution accepting a Grant from New Jersey League of Conservation Voters Education Fund in the amount of \$40,000.00 to support a feasibility Study Stormwater Management Utility in the City of Camden.

BRIEF DESCRIPTION OF ACTION: To support the City of Camden to achieve a detailed, well-balanced, and complete understanding of benefits and costs of implementing a stormwater management utility within the unique context of the City of Camden. The City shall conduct activities to conduct a feasibility study regarding the cost and benefits of creating a stormwater management utility in the City of Camden.

BIDDING PROCESS:

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

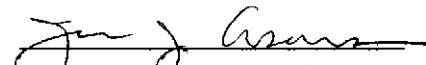

APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*



Waiver Request Form Attached for State DCA/DLGS Approval - *(If applicable)*

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds	_____	(If applicable)
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	2-9-21	
Received by City Attorney:	2/18/21	
	(Name) Please Print	(Extension #)
Contact Person: _____	Jason J. Asuncion, Esq.	7150

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******

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

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

Municipality	CITY OF CAMDEN
--------------	----------------

Professional Service or EUS Type	
Name of Vendor	NJ League of Conservation Voters Education Fund
Purpose or Need for service:	<p>To support the City of Camden to achieve a detailed, well-balanced, and complete understanding of benefits and costs of implementing a stormwater management utility within the unique context of the City of Camden.</p> <p>The City shall conduct activities to conduct a feasibility study regarding the costs and benefits of creating a stormwater management utility in the City of Camden.</p>
Contract Award Amount	\$40,000
Term of Contract	Project shall conclude by August 31, 2021
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Yes
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N/A
Were other proposals received? If so, please attach the names and amounts for each proposal received?	N/A

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

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

Mayor's Signature*

Date _____



Business Administrator/Manager Signature

Date 2-9-21

*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 _____

Grant Agreement October 2020

Introduction

This Grant Agreement (the "Agreement") sets the terms under which New Jersey League of Conservation Voters Education Fund (the "Fund") will make a grant (the "Grant") to the City of Camden ("Grantee"). The Fund, a New Jersey nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code ("IRC"), with offices at 204 W State St, Trenton, New Jersey 08607, and Grantee, a municipal government with offices at 520 Market Street, City Hall, Room 201, Camden, NJ, 08101, agree to the following terms and conditions to conduct a feasibility study to explore establishing a stormwater utility in the town.

Purpose

The purpose of the Grant is to support the City of Camden to achieve a detailed, well-balanced, and complete understanding of the benefits and costs of implementing a stormwater utility with the unique context of the City of Camden.

Project Description – Grantee shall conduct activities to conduct a feasibility study regarding the costs and benefits of creating a stormwater management utility in the City of Camden.

1. Such activities (the "Project") shall include:
 - a. Work with a consulting/engineering firm to conduct a feasibility study regarding the costs and benefits of creating a stormwater utility that assesses potential projects including green infrastructure wherever possible, fee calculations and municipal budget savings;
 - b. Share "Request for Proposal" and "Technical Managerial Costs" for consultants with Flood Defense NJ Steering committee in advance of inviting proposals for review and feedback;
 - c. Identify one staff member to serve as "Point of Contact" for the Grant;
 - d. Upon completion of the feasibility study, post an executive summary summarizing the key points included in the report on the township website, and;
 - e. Present results of the feasibility study to Flood Defense NJ members.
2. **Term of Agreement** – The Project shall conclude by August 31, 2021.
3. **Amount** – The Fund shall make a total Grant to Grantee for forty-thousand dollars (\$40,000) in two-installments. The first installment of thirty-five thousand dollars (\$35,000) within two weeks of the parties signing this Agreement, and the remaining five-thousand dollars (\$5,000) within two weeks of completion of the feasibility study.
4. **Use of Funds** – All funds granted under this Agreement shall be used only for activities permitted for an organization exempt from taxation under IRC section 501(c)(3). No funds may be used for any activities prohibited under such section, including without limitation, prohibited campaign intervention. Furthermore, no funds may be used to carry on propaganda or otherwise to attempt to influence legislation, within the meaning of

IRC section 4945(d)(1), as interpreted by its accompanying regulations. Any monies not expended or committed for the purposes of the Grant, or within the period stated in Section 2 above, must be returned to the Fund.

5. Independent Status – Nothing in this agreement shall create any employment, joint venture, agency, or partnership relationship between the parties. Grantee acknowledges that this is a grant and any hiring of staff or contractors to complete the Project is solely Grantee's responsibility, and Grantee agrees that it will comply with all laws governing such actions.
6. Grantee agrees to submit bi-monthly interim reports or hold bi-monthly calls to check-in detailing updates in progress or challenges faced by the last day of each month and a final report upon completion of the study or no later than August 31, 2021. The final report should describe the major activities undertaken by Grantee as part of the Project, including successes toward achieving the Project goals, key results of the study, and any significant or unexpected challenges Grantee has faced, along with an accounting of the spending in the Project's major budget categories. The final report must be signed by an officer of Grantee and include the following certification:

"All activities conducted by City of Camden to this grant were and are consistent with those permitted for an organization exempt from taxation under IRC Section 501(c)(3). None of the grant funds were used to influence legislation, within the meaning of IRC section 4945(d)(1), as interpreted by its accompanying regulations. This organization warrants that it is in full compliance with its Grant Agreement with the New Jersey League of Conservation Voters Education Fund and that all restrictions set forth in that Agreement have been observed."
7. Work Product and Copyrights – All work product created under this Agreement (the "Works") is the property of Grantee and the Fund as joint owners under applicable U.S. Copyright laws. As joint owners, Grantee and The Fund shall each own the Works, providing each party with all rights of a copyright owner, including the rights to publish, reproduce, modify, adapt, distribute and otherwise use the Works at any time in any manner or medium whether existing now or yet to be developed, including without limitation use in print, presentations, Internet, electronic, television, mailed promotions, exhibits, and press releases. This provision shall survive the termination of this Agreement.
8. Hold Harmless – Grantee agrees to hold the Fund harmless from any liability and penalties actually incurred as a result of Grantee's breach of its obligations under this Agreement, except to the extent any such liability was caused by the gross negligence or willful misconduct of the Fund or its employees and/or agents. The Fund agrees to hold Grantee harmless from any liability and penalties actually incurred as a result of the Fund's breach of its obligations under this Agreement, except to the extent any such liability was caused by the gross negligence or willful misconduct of Grantee or its employees and/or agents.

9. Amendments to Agreement– This Grant Agreement contains the entire agreement between the parties and supersedes any prior understandings, whether oral or written. If circumstances should change, the parties can amend the Agreement accordingly. Amendments can be made only after discussion between the parties and in writing signed by both parties.

By signing below, each party indicates its acceptance of these terms and conditions and certifies that funds granted under this Agreement will be used only for the Project purposes described herein.

Signed by:

For City of Camden:

Name: Francisco "Frank" Moran
Title: Mayor, City of Camden
Contact information: mayor@ci.camden.nj.us ; 856-757-7000

For New Jersey League of Conservation Voters Education Fund:



11/23/20

Name: Ed Potosnak
Title: Executive Director
Contact information: ed.potosnak@njlcw.org, 609-331-9922

MBS:dh
03-09-21

R-5

**RESOLUTION AUTHORIZING THE INSERTION OF A GRANT LINE ITEM
IN THE FY'21 BUDGET FROM THE NEW JERSEY LEAGUE OF CONSERVATION
VOTERS EDUCATION FUND IN THE AMOUNT OF \$40,000.00 TO SUPPORT A
FEASIBILITY STUDY STORMWATER MANAGEMENT UTILITY
IN THE CITY OF CAMDEN**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of a special item of revenue in the budget of any county or municipality when any such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that said Council hereby requests that the Director of Local Government Services approve the insertion of a special item of revenue in the budget for the fiscal year 2021, to wit:


"The amount of FORTY THOUSAND DOLLARS (\$40,000.00), which item is now available from the FY21 New Jersey League of Conservation Voters Education Fund.

BE IT FURTHER RESOLVED that the Director of Local Government Services is requested to approve the appropriation, and upon said approval the sum of FORTY THOUSAND DOLLARS (\$40,000.00), is hereby appropriated under the caption "2021 Feasibility Study Stormwater Management Utility".

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

Date of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: March 9, 2021

TO: City Council

FROM: Jason J. Asuncion, Esq., Business Administrator

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Resolution to insert a Grant from New Jersey League of Conservation Voters Education Fund in the amount of \$40,000.00 to support a feasibility Study Stormwater Management Utility in the City of Camden.

BRIEF DESCRIPTION OF ACTION: To support the City of Camden to achieve a detailed, well-balanced, and complete understanding of benefits and costs of implementing a stormwater management utility within the unique context of the City of Camden. The City shall conduct activities to conduct a feasibility study regarding the cost and benefits of creating a stormwater management utility in the City of Camden.

BIDDING PROCESS:

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

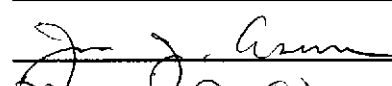

APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*



Waiver Request Form Attached for State DCA/DLGS Approval - *(If applicable)*

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
		<i>(If applicable)</i>
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	2-9-21	
Received by City Attorney:	2/18/21	
	(Name) Please Print	(Extension #)
Contact Person: Jason J. Asuncion, Esq.		7150

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******

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

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

Municipality	CITY OF CAMDEN
--------------	----------------

Professional Service or EUS Type	
Name of Vendor	NJ League of Conservation Voters Education Fund
Purpose or Need for service:	<p>To support the City of Camden to achieve a detailed, well-balanced, and complete understanding of benefits and costs of implementing a stormwater management utility within the unique context of the City of Camden.</p> <p>The City shall conduct activities to conduct a feasibility study regarding the costs and benefits of creating a stormwater management utility in the City of Camden.</p>
Contract Award Amount	\$40,000
Term of Contract	Project shall conclude by August 31, 2021
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Yes
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N/A
Were other proposals received? If so, please attach the names and amounts for each proposal received?	N/A

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

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

Mayor's Signature*

Date _____



Business Administrator/Manager Signature

Date 2-9-21

*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 _____

Grant Agreement October 2020

Introduction

This Grant Agreement (the "Agreement") sets the terms under which New Jersey League of Conservation Voters Education Fund (the "Fund") will make a grant (the "Grant") to the City of Camden ("Grantee"). The Fund, a New Jersey nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code ("IRC"), with offices at 204 W State St, Trenton, New Jersey 08607, and Grantee, a municipal government with offices at 520 Market Street, City Hall, Room 201, Camden, NJ, 08101, agree to the following terms and conditions to conduct a feasibility study to explore establishing a stormwater utility in the town.

Purpose

The purpose of the Grant is to support the City of Camden to achieve a detailed, well-balanced, and complete understanding of the benefits and costs of implementing a stormwater utility with the unique context of the City of Camden.

Project Description – Grantee shall conduct activities to conduct a feasibility study regarding the costs and benefits of creating a stormwater management utility in the City of Camden.

1. Such activities (the "Project") shall include:
 - a. Work with a consulting/engineering firm to conduct a feasibility study regarding the costs and benefits of creating a stormwater utility that assesses potential projects including green infrastructure wherever possible, fee calculations and municipal budget savings;
 - b. Share "Request for Proposal" and "Technical Managerial Costs" for consultants with Flood Defense NJ Steering committee in advance of inviting proposals for review and feedback;
 - c. Identify one staff member to serve as "Point of Contact" for the Grant;
 - d. Upon completion of the feasibility study, post an executive summary summarizing the key points included in the report on the township website, and;
 - e. Present results of the feasibility study to Flood Defense NJ members.
2. **Term of Agreement** – The Project shall conclude by August 31, 2021.
3. **Amount** – The Fund shall make a total Grant to Grantee for forty-thousand dollars (\$40,000) in two-installments. The first installment of thirty-five thousand dollars (\$35,000) within two weeks of the parties signing this Agreement, and the remaining five-thousand dollars (\$5,000) within two weeks of completion of the feasibility study.
4. **Use of Funds** – All funds granted under this Agreement shall be used only for activities permitted for an organization exempt from taxation under IRC section 501(c)(3). No funds may be used for any activities prohibited under such section, including without limitation, prohibited campaign intervention. Furthermore, no funds may be used to carry on propaganda or otherwise to attempt to influence legislation, within the meaning of

IRC section 4945(d)(1), as interpreted by its accompanying regulations. Any monies not expended or committed for the purposes of the Grant, or within the period stated in Section 2 above, must be returned to the Fund.

5. Independent Status – Nothing in this agreement shall create any employment, joint venture, agency, or partnership relationship between the parties. Grantee acknowledges that this is a grant and any hiring of staff or contractors to complete the Project is solely Grantee's responsibility, and Grantee agrees that it will comply with all laws governing such actions.
6. Grantee agrees to submit bi-monthly interim reports or hold bi-monthly calls to check-in detailing updates in progress or challenges faced by the last day of each month and a final report upon completion of the study or no later than August 31, 2021. The final report should describe the major activities undertaken by Grantee as part of the Project, including successes toward achieving the Project goals, key results of the study, and any significant or unexpected challenges Grantee has faced, along with an accounting of the spending in the Project's major budget categories. The final report must be signed by an officer of Grantee and include the following certification:

“All activities conducted by City of Camden to this grant were and are consistent with those permitted for an organization exempt from taxation under IRC Section 501(c)(3). None of the grant funds were used to influence legislation, within the meaning of IRC section 4945(d)(1), as interpreted by its accompanying regulations. This organization warrants that it is in full compliance with its Grant Agreement with the New Jersey League of Conservation Voters Education Fund and that all restrictions set forth in that Agreement have been observed.”
7. Work Product and Copyrights – All work product created under this Agreement (the “Works”) is the property of Grantee and the Fund as joint owners under applicable U.S. Copyright laws. As joint owners, Grantee and The Fund shall each own the Works, providing each party with all rights of a copyright owner, including the rights to publish, reproduce, modify, adapt, distribute and otherwise use the Works at any time in any manner or medium whether existing now or yet to be developed, including without limitation use in print, presentations, Internet, electronic, television, mailed promotions, exhibits, and press releases. This provision shall survive the termination of this Agreement.
8. Hold Harmless – Grantee agrees to hold the Fund harmless from any liability and penalties actually incurred as a result of Grantee's breach of its obligations under this Agreement, except to the extent any such liability was caused by the gross negligence or willful misconduct of the Fund or its employees and/or agents. The Fund agrees to hold Grantee harmless from any liability and penalties actually incurred as a result of the Fund's breach of its obligations under this Agreement, except to the extent any such liability was caused by the gross negligence or willful misconduct of Grantee or its employees and/or agents.

9. Amendments to Agreement-- This Grant Agreement contains the entire agreement between the parties and supersedes any prior understandings, whether oral or written. If circumstances should change, the parties can amend the Agreement accordingly. Amendments can be made only after discussion between the parties and in writing signed by both parties.

By signing below, each party indicates its acceptance of these terms and conditions and certifies that funds granted under this Agreement will be used only for the Project purposes described herein.

Signed by:

For City of Camden:

Name: Francisco "Frank" Moran

Title: Mayor, City of Camden

Contact information: mayor@ci.camden.nj.us ; 856-757-7000

For New Jersey League of Conservation Voters Education Fund:



11/23/20

Name: Ed Potosnak

Title: Executive Director

Contact information: ed.potosnak@njlcw.org, 609-331-9922

MBS:dh
03-09-21

R-6

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES
AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE COUNTY OF CAMDEN
FOR THE PROVISION OF FINANCE SERVICES**

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 County of Camden, to provide a professional operational and management firm to study the City's Department of Finance and Bureau of City Treasurer and to support and implement various finance-related functions and services required for the City to operate efficiently and effectively; and

WHEREAS, it is necessary to enter into a Shared Services Agreement with the County of Camden establishing the responsibilities of the parties, terms and conditions, for one (1) year, renewable for 5-year term; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper officers are hereby authorized to enter into a Shared Services Agreement with the County of Camden, on terms and conditions to include those stated in the agreement, to provide certain finance-related functions and services to the City.

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

Date of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANK-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: March 9, 2021

TO: City Council of the City of Camden

FROM: Jason J. Asuncion, Esq., Business Administrator

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF CAMDEN AND THE CITY OF CAMDEN FOR THE PROVISION OF FINANCE SERVICES

BRIEF DESCRIPTION OF ACTION: The City of Camden and Camden County desire to study and implement measures designed to streamline government operations by individually consolidating various services and programs and want to identify and implement efficiencies with the overall goal of maintaining the maximum level of services for the public, while at the same time reducing the burden on taxpayers. The parties have determined a cooperative approach for the management of certain City operations, including services provided by the Department of Finance and Bureau of City Treasurer would achieve the aforesaid purposes under a Shared Services Agreement (SSA). Under the proposed SSA, among other things, the County would provide a professional operational and management firm to study the City's Department of Finance and Bureau of City Treasurer. Under the SSA, the parties would also support and implement various finance-related functions and services required for the City to operate efficiently and effectively. The initial term of the SSA would be for one (1) year, renewable for 5-year term.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): *(If applicable)* Not applicable

AMOUNT: *(If applicable)*

☐

Waiver Request Form Attached for State DCA/DLGS Approval - *(If applicable)*

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	<i>(If applicable)</i>

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.

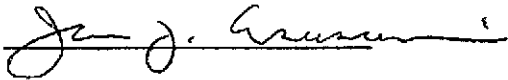
******Please attach all supporting documents******

☐ CAF -Certifications of Availability of Funds

Approved by Purchasing Agent: _____

Approved by Business Administrator: _____

2.19.21



Received by City Attorney: _____

(Name) Please Print

(Extension #)

Prepared By: _____

Contact Person: _____

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******

**FORM OF PROPOSED SHARED SERVICES AGREEMENT IS
CURRENTLY BEING REVIEWED BY THE STATE**

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

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

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

MBS:dh
03-09-21

A-7

**RESOLUTION AUTHORIZING ACCEPTANCE OF A DONATION
FROM CAMDEN CITY SCHOOL DISTRICT FOR HAND SANITIZER AND HANDS-
FREE DISPENSING STATIONS**

WHEREAS, Camden City School District desires to donate up to 750 hands-free dispensing stations, and up to 71 5-gallon pails of hand sanitizer and/or up to 1200 1-gallon jugs of hand sanitizer to the City of Camden for current use during the pandemic, which is helpful in keeping our employees and residents safe and healthy; and

WHEREAS, the City of Camden desires to utilize said hand sanitizer and dispensing stations for that purpose; and

WHEREAS, the City Council of the City of Camden has determined that it is in the best interest of the City of Camden to accept said donation; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper City officials of the City of Camden are authorized to accept the donation of up to 750 hands-free dispensing stations, and up to 71 5-gallon pails of hand sanitizer and/or up to 1200 1-gallon jugs of hand sanitizer from Camden City School District.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

Special Mtg

**CITY OF CAMDEN
CITY COUNCIL REQUEST FORM**

Council Meeting Date: FEBRUARY 2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: L. Chandler, Purchasing Agent

Department Making Request: Administration/Purchasing Bureau

TITLE OF RESOLUTION: Resolution accepting a donation of hand sanitizer and hands-free dispensing stations from the Camden City School District, 1033 Cambridge Street, Camden, NJ 08105

BRIEF DESCRIPTION OF ACTION: The City of Camden will receive from the Camden City School district up to 750 hands-free dispensing stations, up to 71 5-gallon pails of hand sanitizer and/or up to 1200 1-gallon jugs of hand sanitizer (storage capacity will determine delivery amount). During the current pandemic, these items will assist in keeping our residents/employees safe and healthy.

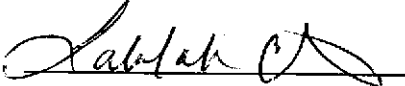
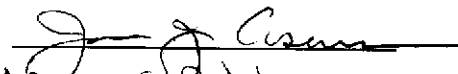

BIDDING PROCESS: N/A

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

APPROPRIATION ACCOUNT(S): N/A

AMOUNT: N/A

☐ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
<input type="checkbox"/> CAF - Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	2/10/2021	
Approved by Business Administrator:	2.10.21	
Received by City Attorney:	2/11/21	

	<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By:	L. Chandler	x7475
Contact Person:	_____	_____

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 necessary copies for Council Meeting.

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

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

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

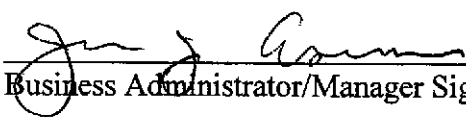
Municipality	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	CAMDEN CITY SCHOOL DISTRICT
Purpose or Need for service:	DONATION OF HAND SANITIZER AND HANDSFREE DISPENSING STATIONS
Contract Award Amount	\$0
Term of Contract	N/A
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	N/A
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N/A
Were other proposals received? If so, please attach the names and amounts for each proposal received?	N/A

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

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

Mayor's Signature*

Date _____


Business Administrator/Manager Signature

Date 2-22-21

*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 personnel action.
N/A Funding Source for this action

Financial Officer Signature

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

GOVERNMENT AGENCY Date _____
Certifying Officer

For LGS use only:

☐ Approved

☐ Denied

Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____

Lateefah Chandler

From: Scott Krisanda <SKrisanda@camden.k12.nj.us>
Sent: Thursday, January 28, 2021 4:12 PM
To: Lateefah Chandler
Cc: Onome Pela-Emore; Keith L. Walker; Angela Johnston; Diana Gonzalez; Jason J. Asuncion
Subject: Re: Hand Sanitizer Donation
Attachments: SDS Ethanol V3 w logo (1).pdf

Good afternoon, Lateefah!

I do apologize for the delay in my response, and I understand if this subsequently delays the acceptance process on your end. However, I do have the following information to share with you, so you may proceed with next appropriate steps.

- The donation comes from a company named Crazy Aaron's Puttyworld.
- The product is identified as Puttyworld Hand Sanitizer Ethanol
- Attached is the relevant safety data sheet (SDS), which contains additional product information for your files.
- Crazy Aaron's will cover all transportation costs associated with the delivery of the product.
- We (jointly) do not need to take all of the product at once, but can stage receipt over the next few months if needed.
- Approximate quantities:
 - Up to 750 handsfree dispensing stations (new)
 - Up to 71 5-gallon pails of the product
 - Up to 1225 1-gallon jugs of product (with many reusable hand pumps)
- Product packaging for delivery and warehousing purposes:
 - HSE001 (1 gallon jugs) - 36 boxes per pallet: 40" x 48" x 54.5"
 - HSE005 (5 gallon pails) - 11 pails per pallet: 40" x 48" x 19.25"
 - HS-STAND1 (Hand Sanitizer Stand) - 60 per pallet: 40" x 48" x 71"

The quantities listed above constitute all of what is available from the donation. I am happy to coordinate with the appropriate personnel on the logistic and timing elements of receiving the donation.

Please let me know how I can further support. I am happy to engage the donor on transportation when we are ready to receive the product in the City.

Best,

Scott

From: Lateefah Chandler <LaChandl@ci.camden.nj.us>
Sent: Wednesday, January 13, 2021 1:52 PM

To: Scott Krisanda <SKrisanda@camden.k12.nj.us>; Jason J. Asuncion <JaAsunci@ci.camden.nj.us>
Cc: Onome Pela-Emore <opelaemore@camden.k12.nj.us>; Keith L. Walker <KeWalker@ci.camden.nj.us>; Angela Johnston <AnJohnst@ci.camden.nj.us>; Diana Gonzalez <DianeG@ci.camden.nj.us>
Subject: [EXTERNAL] RE: Hand Sanitizer Donation

*** This email is from an external source. Only open links and attachments from a trusted sender! ***

Hello Scott,

The City would just need the approximate quantity and brand name of the items being donated. As soon as you have that information, please forward in order for us to process for acceptance.

Thank you for thinking of the City. Feel free to contact me at the below information with any questions.

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

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.

Sent via the Samsung Galaxy S10e, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: Scott Krisanda <SKrisanda@camden.k12.nj.us>
Date: 1/13/21 1:34 PM (GMT-05:00)
To: "Jason J. Asuncion" <JaAsunci@ci.camden.nj.us>
Cc: Onome Pela-Emore <opelaemore@camden.k12.nj.us>, "Keith L. Walker" <KeWalker@ci.camden.nj.us>, Lateefah Chandler <LaChandl@ci.camden.nj.us>, Angela Johnston <AnJohnst@ci.camden.nj.us>, Diana Gonzalez <DianeG@ci.camden.nj.us>
Subject: Re: Hand Sanitizer Donation

Thank you, Jason!

That should work out just fine. I will standby for contact by the purchasing agent and I will keep Director Walker informed of relevant information as needed for good measure.

Please let me know if I can otherwise support.

Best,

Scott

From: Jason J. Asuncion <JaAsunci@ci.camden.nj.us>

Sent: Wednesday, January 13, 2021 12:49 PM

To: Scott Krisanda <SKrisanda@camden.k12.nj.us>

Cc: Onome Pela-Emore <opelaemore@camden.k12.nj.us>; Keith L. Walker <KeWalker@ci.camden.nj.us>; Lateefah Chandler <LaChandl@ci.camden.nj.us>; Angela Johnston <AnJohnst@ci.camden.nj.us>; Diana Gonzalez <DianeG@ci.camden.nj.us>

Subject: [EXTERNAL] RE: Hand Sanitizer Donation

*** This email is from an external source. Only open links and attachments from a trusted sender! ***

Thanks for the donation! The City's Purchasing Agent will follow up on the exact details of the donated item. Barring any materials or logistical issues with respect to the donation, the City can get this donation onto the City Council February 9th meeting agenda for their approval.

Sincerely,

Jason J. Asuncion, Esq., MPA

Business Administrator

City of Camden | Department of Administration

City Hall, 520 Market Street, 4th Floor, Suite 409 | P.O. Box 95120

Camden, NJ 08101-5120

Email: JaAsunci@ci.camden.nj.us | Mobile: 609.330.2482 | Desk: 856.757.7150

From: Keith L. Walker <KeWalker@ci.camden.nj.us>

Sent: Wednesday, January 13, 2021 12:22 PM

To: 'Scott Krisanda' <SKrisanda@camden.k12.nj.us>

Cc: Onome Pela-Emore <opelaemore@camden.k12.nj.us>; Lateefah Chandler <LaChandl@ci.camden.nj.us>; Angela Johnston <AnJohnst@ci.camden.nj.us>; Jason J. Asuncion <JaAsunci@ci.camden.nj.us>

Subject: RE: Hand Sanitizer Donation

Thank you Scott, yes I believe that the City Team will have to give the final approval of the donation.

Keith L. Walker, Director of Public Works, C.P.W.M., E.M.C., C.E.M.

Department of Public Works /Office of Emergency Management

101 Newton Ave.

Camden, NJ 08103

Phone: (856)757-7139 or (856)757-7132

Fax: (856)757-7143

E-Mail: KeWalker@ci.camden.nj.us

From: Scott Krisanda [<mailto:SKrisanda@camden.k12.nj.us>]

Sent: Wednesday, January 13, 2021 8:58 AM

To: Keith L. Walker
Cc: Onome Pela-Emore; Lateefah Chandler; Angela Johnston; Jason J. Asuncion
Subject: Re: Hand Sanitizer Donation

Thank you for sharing this Director Walker!

Popping in here just to let you know I will have more detailed logistical information to share with you in the coming days/week. I can reach out to you directly and share it once in hand, so we can plan accordingly (*i.e. delivery timing; quantities; pallet and container sizes; SDS information; etc.*).

PS - I understand that this may still need a final approval by your collective City Team, so we can certainly course-correct as needed.

In the meantime, please feel free to reach out with any interim questions.

Talk soon!

Scott

From: Keith L. Walker <KeWalker@ci.camden.nj.us>
Sent: Tuesday, January 12, 2021 12:54 PM
To: Angela Johnston <AnJohnst@ci.camden.nj.us>; Scott Krisanda <SKrisanda@camden.k12.nj.us>; Jason J. Asuncion <JaAsunci@ci.camden.nj.us>
Cc: Onome Pela-Emore <opelaemore@camden.k12.nj.us>; Lateefah Chandler <LaChandl@ci.camden.nj.us>
Subject: [EXTERNAL] RE: Hand Sanitizer Donation

*** This email is from an external source. Only open links and attachments from a trusted sender! ***

Good afternoon COS Johnston , yes we can make provision for the donated product.

Keith L. Walker , Director of Public Works , C.P.W.M., E.M.C., C.E.M.
Department of Public Works /Office of Emergency Management
101 Newton Ave.
Camden, NJ 08103
Phone: (856)757-7139 or (856)757-7132
Fax: (856)757-7143
E-Mail: KeWalker@ci.camden.nj.us

From: Angela Johnston
Sent: Monday, January 11, 2021 8:55 PM
To: Scott Krisanda; Jason J. Asuncion; Keith L. Walker
Cc: Onome Pela-Emore; Lateefah Chandler
Subject: Re: Hand Sanitizer Donation

Good Evening Scott,

Thanks so much for reaching out with this generous offer. If the City has space to store the sanitizer donation, I'm sure that we'd be interested in receiving it for our employees and community centers.

I've copied our Business Administrator and Purchasing Agent here, as well as Director Walker.

Director Walker, does the City have space that you are aware of to store the sanitizer?

Thank you,

Angela

Angela M. Johnston
Chief of Staff to Mayor Moran
City of Camden, Office of the Mayor
City Hall, 520 Market Street, 4th Floor, Suite 400
P.O. Box 95120, Camden, NJ 08101
Email: anjohnst@ci.camden.nj.us
Phone: 856-757-7200

From: Scott Krisanda <SKrisanda@camden.k12.nj.us>
Sent: Monday, January 11, 2021 6:49:18 PM
To: Angela Johnston <AnJohnst@ci.camden.nj.us>
Cc: Onome Pela-Emore <opelaemore@camden.k12.nj.us>
Subject: Hand Sanitizer Donation

Good evening Angela!

Happy New Year and well wishes to you and yours.

I am reaching out to you from the district as referred by Director Keith Walker. The district is in a position to receive a very large quantity of hand sanitizer directly from a manufacturer that has a tremendous surplus of stock. While the district can receive a large portion, and it can possibly redistribute a large portion to other educational partners in the City, I thought the City might have a need/interest in a large portion as well. The amounts in question are far larger than the district could use over the next year or more.

My question is whether the City can make use of this opportunity for the benefit of its staff and community-related efforts. Warehousing is a serious consideration when deciding. The district can run point on receiving the deliveries, but it would not have the capacity to store all that is available. I am meeting with the manufacturer tomorrow to reconnect after the holidays. Let me know at your earliest convenience if you believe this is something in which the City might have an interest. If so, I would be happy to share the details I am able to gather tomorrow.

Kind regards,

Scott

Scott Krisanda, M.Ed., SBA, CEFM | Chief Operating Officer
Camden City School District | Division of Operations | 1033 Cambridge Street, Camden, NJ 08105
P: (856) 966-4626 ext. 41400 | C: (856) 448-5577 | skrisanda@camden.k12.nj.us | www.camden.k12.nj.us

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700 EAST MAIN STREET • NORRISTOWN, PA 19401 • (P) 1 866.578.2845 • (F) 1 610.667.8543 • WWW.PUTTYWORLD.COM

SAFETY DATA SHEET

1. IDENTIFICATION

Product identifier: Puttyworld Hand Sanitizer Ethanol

Product Identification Number: 111-001

Recommended Use: General Purpose Hand Sanitizer

Company Identification: Crazy Aaron's Enterprises Inc
700 East Main Street
Norristown, PA 19401

Telephone Toll Free 1 (866) 578-2845 or 1 (610) 667-7591

E-Mail (competent person) customercare@puttyworld.com



Emergency Telephone Number Monday - Friday, 8am - 4:30 p.m.(EST): 1 (866) 578-2845
Emergency Phone No. INFOTRAC 24 hr. 1-800-535-5053 (within U.S.) or 1-352-323-3500 (outside U.S.; collect calls accepted).

2. HAZARDS IDENTIFICATION

Classification

This product is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200).

Flammable liquids	Category 2
Eye Irritation	Category 2A

Signal word	Warning
Hazard statements Highly flammable liquid and vapor Causes serious eye irritation	
	
Appearance Clear, colorless	Physical State Thin liquid
	Odor Alcohol

Precautionary Statements - Prevention

Keep away from heat/sparks/open flames/hot surfaces. - No smoking.
Keep container tightly closed.

Use explosion-proof electrical/ventilating/lighting equipment.
Use only non-sparking tools.
Take precautionary measures against static discharge.

Precautionary Statements - Response

If on skin (or hair): Wash contaminated clothing before reuse.
In case of fire: Use dry chemical, carbon dioxide (CO₂), foam, or water spray to extinguish.

Precautionary Statements - Storage

Store in a well-ventilated place. Keep cool.

Precautionary Statements - Disposal

Dispose of contents in accordance with all applicable federal, state, and local regulations.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS No.	Weight %	Trade Secret
Ethyl Alcohol	64-17-5	72-80	*
Glycerol	56-81-5	2	

* The exact percentage (concentration) of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

First aid measures

General Advice	Show this safety data sheet to the doctor in attendance.
Eye Contact	If in eyes, rinse slowly and gently with water for 15–20 minutes. If present, remove contact lenses. Call a poison control center or doctor for further treatment advice.
Skin Contact	Not applicable.
Inhalation	Move to fresh air. If breathing problems develop, call a doctor.
Ingestion	Do not induce vomiting. Call a doctor or poison control center.

Most important symptoms and effects, both acute and delayed

Most Important Symptoms and Effects	See Section 11 for information.
--	---------------------------------

Indication of any immediate medical attention and special treatment needed

Notes to Physician

Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media

Dry chemical, carbon dioxide (CO₂), foam, or water spray.

Specific Hazards Arising from the Chemical

Alcohol flames may not be readily visible. Vapors are heavier than air and may travel to source of ignition and flash back.

Hazardous Combustion Products

Oxides of carbon.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand. Keep containers cool with water spray.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal Precautions

Ensure adequate ventilation. Use personal protective equipment as required. Eliminate all potential sources of ignition. Take precautionary measures against static discharges.

Environmental precautions

Environmental Precautions

Prevent entry into surface water or sanitary sewers. See Section 12 for additional ecological information.

Methods and material for containment and cleaning up

Methods for Containment

Prevent further leakage or spillage if safe to do so.

Methods for Cleaning Up

Eliminate all potential sources of ignition, and ventilate area. Absorb and containerize. Do not flush into surface water or sanitary sewer system.

7. HANDLING AND STORAGE

Precautions for safe handling

Handling

Handle in accordance with good industrial hygiene and safety practice. Keep away from heat, sparks, and flames. Do not eat, drink, or smoke when using this product.

Conditions for safe storage, including any incompatibilities

Storage

Store in accordance all applicable regulations and fire codes. Keep containers tightly closed in a cool, well-ventilated place away from heat, sparks, open flames, and hot surfaces.

Incompatible Products

Oxidizing agents.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure Guidelines

Chemical Name	ORAL	INHALATION	DERMAL
Ethanol 64-17-5	LD 50 RAT 1047 mg/kg	RAT (4hr.): LC 50: 51 mg/L	LC 50 RAT >15800 mg/L

ACGIH TLV: American Conference of Governmental Industrial Hygienists - Threshold Limit Value. OSHA PEL: Occupational Safety and Health Administration - Permissible Exposure Limits. NIOSH IDLH: Immediately Dangerous to Life or Health.

Chemical Name	Total Dust	Respirable Fraction
Glycerin 56-81-5	15 mg/m3	5 mg/m3

Appropriate engineering controls

Showers Eyewash
stations Ventilation
systems

Engineering Measures

Individual protection measures, such as personal protective equipment

Eye/Face Protection Skin

None required for consumer use. If splashes are likely to occur, wear safety glasses.

and Body Protection

No special protective equipment required.

Respiratory Protection

No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Respiratory protection must be provided in accordance with current local regulations.

Hygiene Measures

Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical and Chemical Properties

Physical State	Thin liquid	Odor	Alcohol
Appearance	Clear	Odor Threshold	No information available
Color	colorless		
<u>Property</u>	<u>Values</u>	<u>Remarks/ Method</u>	
pH	5 - 7	None known	
Melting/freezing point	No data available	None known	
Boiling point / boiling range	180°F	None known	
Flash Point	18°C / 65°F	None known	
Evaporation rate	< 1	None known	
Flammability (solid, gas)	No data available	None known	
Flammability Limits in Air			
Upper flammability limit	No data available	None known	
Lower flammability limit	No data available	None known	
Vapor pressure	30mm Hg 20°C	None known	
Vapor density	No data available	None known	
Specific Gravity	~0.89	None known	
Water Solubility	Complete	None known	
Solubility in other solvents	No data available	None known	
Partition coefficient:	No data available	None known	
Autoignition temperature	No data available	None known	
Decomposition temperature	No data available	None known	
Kinematic viscosity	No data available	None known	
Dynamic viscosity	No data available	None known	

10. STABILITY AND REACTIVITY

Reactivity

Stable.

Chemical stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

Vapors may form reactive mixture with air.

Conditions to avoid

Keep away from heat, sparks, open flames, and hot surfaces.

Incompatible materials

Strong oxidizers.

Hazardous Decomposition Products

Carbon monoxide, carbon dioxide.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Product Information

Inhalation	RAT (4 hr): LC50: 51 mg/L
Dermal	LC50 RAT>15800 mg/L
Oral	RAT: 10470 mg/kg

Information on toxicological effects

Symptoms May cause slight redness and tearing of eyes.

12. Ecological Information

Ecotoxicity

Persistence and Degradability

No information available.

Other adverse effects

No information available.

13. DISPOSAL CONSIDERATIONS

Disposal methods

Dispose of in accordance with all applicable federal, state, and local regulations.

Contaminated Packaging

Do not reuse empty containers. Dispose of in accordance with all applicable federal, state, and local regulations.

14. TRANSPORT INFORMATION

DOT

UN/ID/NA number : UN 1987

Proper shipping name : Alcohols, N.O.S.

Class : 3

Packing group : II

Package Quantities PHMSA notice of enforcement
discretion during public health emergency (covid-19)

U.S. DOT 04-02-2020

15. REGULATORY INFORMATION

Chemical Inventories

TSCA

All components of this product are either on the TSCA 8(b) Inventory or otherwise exempt from listing.

DSL/NDSL

All components are on the DSL or NDSL.

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

U.S. Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Acute Health Hazard	Yes
Chronic Health Hazard	No
Fire Hazard	Yes
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

US State Regulations

California Proposition 65

This product does not contain any Proposition 65 chemicals.

Chemical Name	New Jersey	Massachusetts	Pennsylvania	Rhode Island
Ethanol 64-17-5	X	X	X	X

NFPA	Health Hazard	2	Flammability	3	Instability	0	Physical and Chemical Hazards	-
HMIS	Health Hazard	2	Flammability	3	Physical Hazard	0	Personal Protection	-

Version 3

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information, and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal, and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

ET:dh
03-09-21

R-8

**RESOLUTION AUTHORIZING AMENDMENT #1 TO CONTRACT #11-19-168
BETWEEN PARKSIDE BUSINESS & COMMUNITY PARTNERSHIP, INC.**

WHEREAS, the Council of the City of Camden by (MC-19:7176) dated November 12, 2019 awarded a (subrecipient agreement) HOME contract to Parkside Business & Community In Partnership, Inc., for the purpose associated with the Parkside Place One and Two Project for the construction cost associated with 1410, 1412, 1414 & 1416 Haddon Avenue Project; and

WHEREAS, the contract price set forth in (MC-19:7176) as aforesaid was TWO HUNDRED THOUSAND DOLLARS (\$200,000.00); and

WHEREAS, it is necessary to amend contract #11-19-168 with Parkside Business & Community In Partnership, Inc. by Amendment #1 to extend the term until June 30, 2023 to allow additional time to complete project; now, therefore

BE IT RESOLVED, that the City Council of the City of Camden hereby approves Amendment #1 to Contract #11-19-168 with Parkside Business & Community In Partnership, Inc. to extend the term until June 30, 2023 to allow additional time to complete project.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


EDWARD TRUEBLOOD
Assistant City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date:

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request:

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING AMENDMENT #1 TO CONTRACT #11-19-168 BETWEEN THE CITY OF CAMDEN & PARKSIDE BUSINESS & COMMUNITY PARTNERSHIP, INC.

BRIEF DESCRIPTION OF ACTION: PARKSIDE BUSINESS & COMMUNITY IN PARTNERSHIP, INC. WAS AWARDED \$200,000.00 THROUGH THE CITY'S 2019-2020 HOME ENTITLEMENT GRANT PROGRAM. THIS AWARD SUPPORTS CONSTRUCTION COST ASSOCIATED WITH THE PARKSIDE PLACE ONE AND TWO PROJECT. THE PURPOSE OF THIS AMENDMENT IS A NO COST EXTENSION THROUGH 6/30/2023 TO ALLOW ADDITIONAL TIME TO COMPLETE PROJECT.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*

☒ D

Waiver Request Form Attached for State DCA/DLGS Approval - *(If applicable)*

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	Date	Signature
Approved by Relevant Director:	<u>1/19/21</u>	<u>[Signature]</u>
Approved by Grants Management:	<u>1/28/21</u>	<u>[Signature]</u>
Approved by Finance Director:	<u>1/28/21</u>	<u>[Signature]</u>
<input type="checkbox"/> CAF -Certifications of Availability of Funds		<i>(If applicable)</i>
Approved by Purchasing Agent:		
Approved by Business Administrator:	<u>2-10-21</u>	<u>[Signature]</u>
Received by City Attorney:		

(Name) Please Print

(Extension #)

Prepared By: Tina Piliro X7323

Contact Person: Tina Piliro X7323

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

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

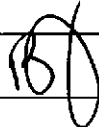
******Please attach all supporting documents******

Initial Report ☒ Revised Report ☐ Closing Report ☐
Bureau of Grants Management Grant Summary Form
Grant Status Code: G
(green - g; yellow - y; red - r)

Department: Development and Planning (Housing Services)

Grant Administrator: Tina Piliro

Grant Administrator #: 757-7323

Grant/Project Name:			Parkside Business and Community in Partnership Inc.- Extending Term of Contract (Place One & Two)			
Grant #:			HUD HOME funding (G-HM=M19-021)			
City Contract Date:						
Application Resolution #:				Appropriation Code :		
Funding Source:			G-HM-M19-021			
Pass Through:	Y	N	Source:	City		
Amount of Grant:			\$ 200,000.00			
Local Match:	Y	N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:			
Term of Grant:			Location of Activity:		Camden City – Parkside Business	
Date of Analysis:		January 13, 2021	Reviewed By:		Barbara Johnson 	

Summary: Amendment #1 - The Department of Development and Planning/Housing Services is requesting a resolution to authorizing amendment #1 to Contract #11-19-168 between the City of Camden and Parkside Business Community in Partnership Inc.

The Parkside Business Community in Partnership was awarded funding through the City's HOME Program for the purpose of implementing Place One and Two.

Time Lines:

Problematic Areas/Recommendations: I see no problem with Development and Planning/Housing Services extending the terms of the contract agreement for Parkside Business & Community in Partnership Place One and Two.

**DEPARTMENT OF FINANCE
BUREAU OF GRANTS MANAGEMENT
CONTRACT AMENDMENT FORM**

Recipient Name Parkside Business & Community in Partnership Contract No: 11-19-168
Budget Period 2019-2020 Effective Date: ASAP


Section I: Reason For Amendment

X 1 Change in Contract Term
 2 Change in Type of Service
 3 Change in Level of Service
 4 Change in Program Methodology
 5 Other Please Explain Below
 6 Change in Contract Amount


Section II: Justification

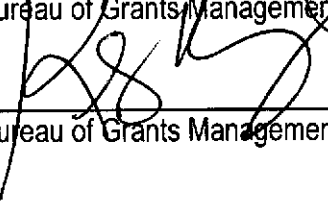
PARKSIDE BUSINESS & COMMUNITY IN PARTNERSHIP WAS AWARDED \$200,000.00 THROUGH THE CITY'S 2019-2020 HOME ENTITLEMENT GRANT PROGRAM. THIS AWARD SUPPORTS CONSTRUCTION COST ASSOCIATED WITH THE PARKSIDE PLACE ONE & TWO. THE PURPOSE OF THIS AMENDMENT IS A NO COST EXTENSION THROUGH 6/30/2023.

Section III: Approvals

 1-7-2021
Project Representative Date

 1-8-21
Camden City Department Representative Date

 1-13-21
Bureau of Grants Management Monitor Date:

 1/28/21
Bureau of Grants Management Department Head Date

**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	Parkside Business and Community in Partnership, Inc.
Purpose or Need for service:	No cost extension through 6/30/2023
Contract Award Amount	Original Award \$200,000.00
Term of Contract	Extend through 6/30/2023
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?	N/A

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

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

Mayor's Signature*

Date _____


Business Administrator/Manager Signature

Date 2-10-21

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

N/A Funding Source for this action

[Signature]
Chief Financial Officer Signature

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

N/A LG Non Profit Date _____
Certifying Officer

For LGS use only:

☐ Approved

☐ Denied

Date _____

Director or Designee,
Division of Local Government Services

Number Assigned _____



PARKSIDE

BUSINESS & COMMUNITY IN PARTNERSHIP

OSCAR R. SPENCER
CHAIRPERSON

BRIDGET PHIFER
EXECUTIVE DIRECTOR

January 21, 2021

Tina Piliro
Technical Assistant Contract Administration - City of Camden
Department of Development & Planning
Division of Housing Services
P.O. Box 95120
Camden, NJ 08101-5120

Dear Ms. Piliro:

This document serves to request an extension of term for Parkside Place One and Two City of Camden HOME Entitlement Award in the amount of \$200,000. The COVID-19 public health crisis has caused significant project delays. As such, contract term extension is being requested for June 30, 2021 to June 30, 2023.

Your consideration of this request is greatly appreciated. Should you have questions or require additional information, please let me know.

Best regards,

Bridget Phifer
Executive Director

1487 KENWOOD AVENUE • CAMDEN, NJ
08103
PHONE: (856) 964-0440 • FAX: (856) 964-3664

MBS:dh
03-09-21

R-9

**RESOLUTION APPROVING THE RELEASE OF PERFORMANCE GUARANTY IN
THE AMOUNT OF \$148,700.40 TO RESIN TECH, INC., NORTHEAST RIVER AND
EAST STREET, BLOCK 847, LOT 2 FOR THE COMPLETION OF THE PROJECT**

WHEREAS, a request has been received by the City of Camden ("City") from Resin Tech, Inc. the developer for the project known as Northeast River and East Street, Block: 847 Lot: 2, seeking the respective release of the amount required to be posted under the Performance Guaranty in the amount of \$148,700.40; and

WHEREAS, the project at Northeast River and East Street, Block: 847 Lot: 2 is completed and Resin Tech, Inc. has requested that the City of Camden release to Resin Tech, Inc. guarantees under said Performance and Maintenance Guaranties; and

WHEREAS, the City Planning Board's Engineer, Remington & Vernick Engineers (R&V"), has reviewed the developer's request. As detailed in its February 4, 2021 letter to the City, after R&V's inspection of the Project it recommends: (1) the release of \$148,700.40 of the original amount required to be posted by Resin Tech, Inc. under its Performance Guaranty, contingent upon the payment of all outstanding R&V vouchers; and (2) the activation of the Maintenance Guarantee in the amount of \$22,305.06, representing 15% of the construction cost amount to be held for a period of two (2) years; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that, for all the reasons set forth above, the authorized City of Camden officials are hereby authorized and directed to release **One Hundred Forty-Eight Thousand Seven Hundred Dollars and Forty Cents (\$148,700.40)** of the original amount required to be posted by Resin Tech, Inc. under its Performance Guaranty; and the activation of the Maintenance Guarantee in the amount of \$22,305.06, representing 15% of the construction cost amount to be held for a period of two (2) years.

BE IT FURTHER RESOLVED that the above release of Performance Guaranty is contingent upon the payment of all outstanding Remington & Vernick Engineers vouchers, as provided under said Performance Guaranty.

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

Date of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: March 9, 2020

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Resolution approving the release of a performance guaranty for Public Works in the amount of \$148,700.40 for Resin Tech, Inc, Northeast River and East St., BIK: 847, Lot: 2 for the completion of project.

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve the release of the Performance Guaranty with the condition of the issuance of a Public Facilities Maintenance Guarantee in the amount of \$22,305.06 for a two year period and payment of any outstanding R&V and PB Attorney invoices.

BIDDING PROCESS:N/A

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

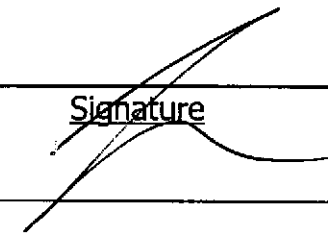
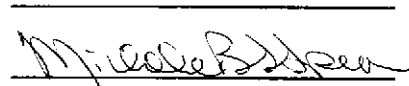
APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$148,700.40



Waiver Attached for State (DCA) Approval

*Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>2-4-21</u>	
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____
Received by City Attorney:	<u>2/18/21</u>	

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

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

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

(Name) Please Print

(Extension #)

Prepared By:

Contact Person:

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******



REMINGTON
& VERNICK
ENGINEERS

51 Haddonfield Road, Suite 260
Cherry Hill, NJ 08002
O: (856) 795-9595
F: (856) 795-1882

February 4, 2021

Dr. Edward Williams, PP, AICP
Department of Planning & Development
City of Camden
Room 420, City Hall
Camden, NJ 08101

Re: City of Camden
Resin Tech, Inc. (Action Pak)
Northeast River and East St. Street; Blk. 847, Lot 2
Performance Guarantee Release
Our File #04-08-I-854

Dear Dr. Williams:

At the request of the applicant, our office has conducted an inspection to the above-referenced project. Based upon our investigation, we recommend the release of the following Performance Guarantee for Public Facilities established in the amount of **\$148,700.40**.

Prior to this release, they are required to post a Public Facilities Maintenance Guarantee in the amount of **\$22,305.06**. This amount represents 15% of the totals to be held for a period of two (2) years.

Please note this release reflects the latest revisions to the New Jersey Municipal Land Use Law for the Public Facilities, Landscape Buffer and Stormwater Management Guarantees.

All remaining escrows shall not be released until all on-site, non-bonded improvements have been completed and approved. If you should have any questions, please contact Steven D. Fini, Regional Field Supervisor at 856-795-9595.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

Lenny Cinaglia, MBA, CEFM
Associate, Department Head Municipal CM/CI

Dena M. Johnson, P.E., C.M.E.

LC:DMJ:sdf

cc: Orion Joyner, PE, CME, Senior Municipal Engineer
Angela Miller, Planning Board Secretary
Luis Pastoriza, M.S.M., R.M.C., C.M.R.
Resin Tech, Inc., 160 Cooper Road, West Berlin, NJ 08091

MBS:dh
03-09-21

R-10

**RESOLUTION AUTHORIZING AMENDMENT #1 TO CONTRACT #11-19-169
BETWEEN ST. JOSEPH'S CARPENTER SOCIETY**

WHEREAS, the Council of the City of Camden by (MC-19:7177) dated November 12, 2019 awarded a (subrecipient agreement) HOME contract to St. Joseph's Carpenter Society, for the purpose associated with the Carpenter's Square Phase II Project; and

WHEREAS, the contract price set forth in (MC-19:7177) as aforesaid was TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00); and

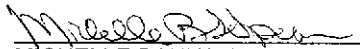
WHEREAS, it is necessary to amend contract #11-19-169 with St. Joseph's Carpenter Society by Amendment #1 to extend the term until June 30, 2023 to allow additional time to complete project; now, therefore

BE IT RESOLVED, that the City Council of the City of Camden hereby approves Amendment #1 to Contract #11-19-169 with St. Joseph's Carpenter Society to extend the term until June 30, 2023 to allow additional time to complete project.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date:

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request:

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING AMENDMENT #1 TO CONTRACT #11-19-169 BETWEEN THE CITY OF CAMDEN & ST. JOSEPH'S CARPENTER SOCIETY.

BRIEF DESCRIPTION OF ACTION: ST. JOSEPH'S CARPENTER SOCIETY WAS AWARDED \$250,000.00 THROUGH THE CITY'S 2019-2020 HOME ENTITLEMENT GRANT PROGRAM. THIS AWARD SUPPORTS CONSTRUCTION COST ASSOCIATED WITH THE CARPENTER'S SQUARE PHASE II PROJECT. **THE PURPOSE OF THIS AMENDMENT IS A NO COST EXTENSION THROUGH 6/30/2023 TO ALLOW ADDITIONAL TIME TO COMPLETE PROJECT.**

BIDDING PROCESS:

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

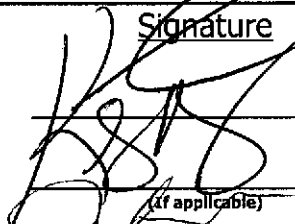
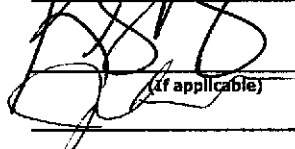
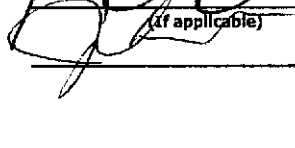
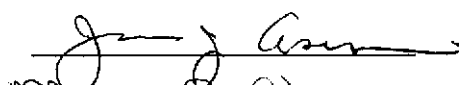
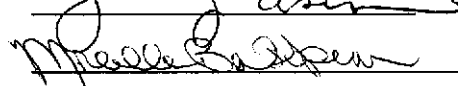
APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*

☐ D

Waiver Request Form Attached for State DCA/DLGS Approval - *(If applicable)*

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	1/28/21	
Approved by Grants Management:	1/28/21	
Approved by Finance Director:	1/28/21	
<input type="checkbox"/> CAF - Certifications of Availability of Funds		<i>(if applicable)</i>
Approved by Purchasing Agent:		
Approved by Business Administrator:	2.10.21	
Received by City Attorney:	2/18/21	

(Name) Please Print

(Extension #)

Prepared By: Tina Piliro X7323

Contact Person: Tina Piliro X7323

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

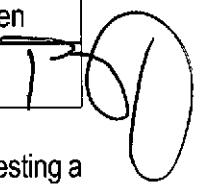
If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

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

Initial Report ☒ Revised Report ☐ Closing Report ☐**Bureau of Grants Management Grant Summary Form****Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: Development and Planning (Housing Services)Grant Administrator: Tina PiliroGrant Administrator #: 757-7323

Grant/Project Name:			St. Joseph's Carpenter .- Extending Term of Contract			
Grant #:			HUD HOME funding (G-HM=M18-016 & G-HM-P13-006)			
City Contract Date:						
Application Resolution #:				Appropriation Code :		
Funding Source:			G-HM=M18016 & G-HM-P13-006			
Pass Through:	Y	N	Source:	City		
Amount of Grant:			\$ 250,000.00			
Local Match:	Y	N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:			
Term of Grant:			Location of Activity:		Camden City – St. Joseph East Camden	
Date of Analysis:			January 13, 2021	Reviewed By:		Barbara Johnson 

Summary: Amendment #1 - The Department of Development and Planning/Housing Services is requesting a resolution to authorizing amendment #1 to Contract #11-19-169 between the City of Camden and St. Joseph's Carpenter Society for the Carpenter's Square Phase II Project.

The St. Joseph's Carpenter Society was awarded funding through the City's HOME Program for the purpose of implementing the Carpenter's Square Phase II Project.

Time Lines:

Problematic Areas/Recommendations: I see no problem with Development and Planning/Housing Services extending the terms of the contract agreement for St. Joseph Society – Carpenter's Square Phase II Project.

**DEPARTMENT OF FINANCE
BUREAU OF GRANTS MANAGEMENT
CONTRACT AMENDMENT FORM**

Recipient Name St, Joseph's Carpenter Society

Contract No: 11-19-169

Budget Period 2019-2020

Effective Date: ASAP


Section I: Reason For Amendment

- | | |
|---------------|--------------------------------|
| <u>X</u> | 1 Change in Contract Term |
| <u> </u> | 2 Change in Type of Service |
| <u> </u> | 3 Change in Level of Service |
| <u> </u> | 4 Change in Program Methodolgy |
| <u> </u> | 5 Other Please Explain Below |
| <u> </u> | 6 Change in Contract Amount |

Section II: Justification

ST. JOSEPH'S CARPENTER SOCIETY WAS AWARDED \$250,000.00 THROUGH THE CITY'S 2019-2020 HOME ENTITLEMENT GRANT PROGRAM. THIS AWARD SUPPORTS CONSTRUCTION COST ASSOCIATED WITH THE CARPENTER'S SQUARE PHASE II PROJECT. THE PURPOSE OF THIS AMENDMENT IS A NO COST EXTENSION THROUGH 6/30/2023.


Section III: Approvals



Project Representative

1-7-2021

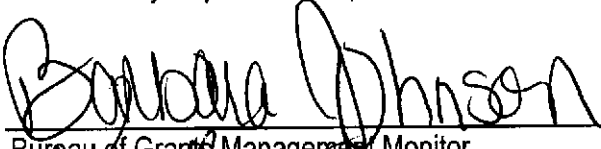
Date



Camden City Department Representative

1-8-21

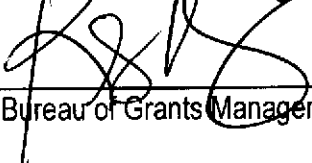
Date



Bureau of Grants Management Monitor

1-13-21

Date:



Bureau of Grants Management Department Head

1/28/21

Date

**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	St. Joseph's Carpenter Society
Purpose or Need for service:	No cost extension through 6/30/2023
Contract Award Amount	Original Award \$250,000.00
Term of Contract	Extend through 6/30/2023
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?	N/A

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

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

Mayor's Signature*

Date _____


Business Administrator/Manager Signature

Date 2-14-21

*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.

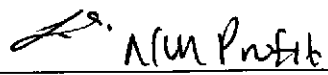
The Chief Financial Officer affirms that there is adequate funding available for this personnel action.

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.

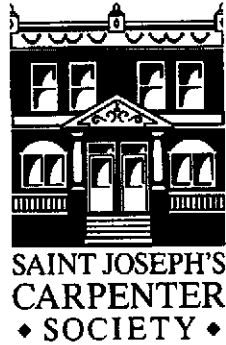
 Non Profit Date _____
Certifying Officer

For LGS use only:

() Approved () Denied

Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____



January 15, 2021

Tina Piliro
Division of Housing Services
City of Camden
Room 218-A, City Hall
Camden NJ 08101

Re: Carpenter's Square Phase II HOME Project
#11-19-169

Dear Tina:

Saint Joseph's Carpenter Society would like to request an extension to the term of this project, Carpenter's Square II #11-19-169, for two years due to COVID-19.

This project provides funding for the construction of three affordable units located along the 200 block of Morse Street in East Camden. This project will invest in affordable homes located in a neighborhood with excellent access to transit and shopping. All units will be sold fee simple to qualified low and moderate income families.

Thank you for your continued support of our projects. We are pleased to continue to partner with the City of Camden on neighborhood revitalization projects.

Sincerely,

Pilar Hogan Closkey, PE, PP, AICP
Executive Director

MBS:dh
03-09-21

R-11

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE
CITY OF CAMDEN AND GTM VILLAGE, LLC #GAD096**

WHEREAS, the City of Camden has a Section 8 Rent Subsidy Program; and

WHEREAS, the Department of Planning and Development has requested that City Council authorize the City to enter into an agreement with GTM VILLAGE, LLC ("Landlord") in connection with the Section 8 Rent Subsidy Program; and

WHEREAS, the agreement shall be for a term of eleven (11) months from December 1, 2020 to October 31, 2021 for the rental subsidy in the amount of \$391.00 per month for a total amount of FOUR THOUSAND THREE HUNDRED AND ONE DOLLAR (\$4,301.00) for tenant #GAD096; and

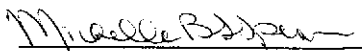
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "G-HP-019-026" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, the City Council of the City of Camden hereby authorizes this agreement with GTM VILLAGE, LLC for a term of eleven (11) months from December 1, 2020 to October 31, 2021 for the rental subsidy in the amount of \$391.00 per month for a total amount of FOUR THOUSAND THREE HUNDRED AND ONE DOLLAR (\$4,301.00) for tenant #GAD096.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-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 FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

GTM VILLAGES, LLC

THAT FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, 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-HP-019-026
AMOUNT: \$4,301.00
- CAPITAL ORDINANCE:
AMOUNT:
- TRUST ACCOUNT:
AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS TREASURER FOR THE CITY OF CAMDEN, THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE:

- \$4,301.00

Description of the Goods or Services to be procured:

Amending Lease Agreement between the City of Camden and GTM Villages, LLC. Continuing rental subsidy and extending term of contract for 12 months from December 01, 2020 to October 31, 2021 under the City's Section 8 Program (tenant #GAD096).


DOREEN P. CHANG
TREASURER

DATE: January 25, 2021

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date:

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning & Development

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND **GTM VILLAGE, LLC**. THIS AGREEMENT WILL PROVIDE A RENTAL SUBSIDY FOR **11 MONTHS @ \$391.00 PER MONTH FROM DECEMBER 1, 2020 – OCTOBER 31, 2021.**

BRIEF DESCRIPTION: THIS RESOLUTION WILL DEFINE THE TERMS AND CONDITIONS FOR TENANT **#GAD076** UNDER THE CITY'S SECTION 8 PROGRAM.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): *(If applicable)* **G-HP-019-026**

AMOUNT: *(If applicable)* **\$4,301.00**

NA

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	Date	Signature
Approved by Relevant Director:	1/6/21	[Signature]
Approved by Grants Management:	1/14/21	[Signature]
Approved by Finance Director:	1/28/21	[Signature]
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds		<i>(If applicable)</i>
Approved by Purchasing Agent:	1/28/2021	[Signature]
Approved by Business Administrator:	1-19-21	[Signature]
Received by City Attorney:	2/18/21	[Signature]

(Name) Please Print

(Extension #)

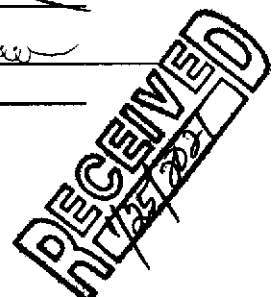
Prepared By: Tina Piliro
Contact Person: Tina Piliro

x7323
x7323

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******



CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

IDIS ACTIVITY #: 3914

REQUISITION

NO.

C2100004

ORDER DATE: 01/05/21

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

SHIP
TOCAMDEN DIVISION OF HSNB SVCS
ROOM 218-A CITY HALL
CAMDEN, NJ 08101

VENDOR

VENDOR #: GTM01

GTM VILLAGES, LLC
P.O. BOX 202
MOORESTOWN,, NJ 08057

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROVIDE RENTAL SUBSIDY FOR AN 11 MONTH PERIOD @ \$391.00 PER MONTH FOR SECTION 8 TENANT #GAD096. TERM OF CONTRACT: 12/1/2020 - 10/31/2021 AMOUNT NOT TO EXCEED: \$4,301.00 NOTE: THIS REQUISITION IS NECESSARY TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CAMDEN & GTM VILLAGES, LLC. <i>1/19/2021</i> <i>1-19-21</i> <i>1/14/21</i>	G-HP- -019-026	4,301.0000	4,301.00
TOTAL				4,301.00

CITY OF CAMDEN
PURCHASING BUREAU
2021 JAN 19 AM 8:53Approved: *[Signature]*I hereby certify that the work or supplies specified are
necessary for the proper transaction of the business of this
bureau or office.

Department Head

Date

Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

MBS:dh
03-09-21

R-12

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE
CITY OF CAMDEN AND ZAYED S. ABED #GAD073**

WHEREAS, the City of Camden has a Section 8 Rent Subsidy Program; and

WHEREAS, the Department of Planning and Development has requested that City Council authorize the City to enter into an agreement with ZAYED S. ABED ("Landlord") in connection with the Section 8 Rent Subsidy Program; and

WHEREAS, the agreement shall be for a term of twelve (12) months from February 1, 2021 to January 31, 2022 for the rental subsidy in the amount of \$675.00 per month for a total amount of EIGHT THOUSAND ONE HUNDRED DOLLARS (\$8,100.00) for tenant #GAD073; 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-HP-019-026" 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, the City Council of the City of Camden hereby authorizes this agreement with ZAYED S. ABED for a term of twelve (12) months from February 1, 2021 to January 31, 2022 for the rental subsidy in the amount of \$675.00 per month for a total amount of EIGHT THOUSAND ONE HUNDRED DOLLARS (\$8,100.00) for tenant #GAD073.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-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 FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

ZAYED S. ABED

THAT FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, 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-HP-019-026
AMOUNT: \$8,100.00
- CAPITAL ORDINANCE:
AMOUNT:
- TRUST ACCOUNT:
AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS TREASURER FOR THE CITY OF CAMDEN, THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE:

- \$8,100.00

Description of the Goods or Services to be procured:

Amending Lease Agreement between the City of Camden and Zayed S. Abed, continuing rental subsidy and extending the term of contract for 12 months from February 1, 2021 to January 31, 2022 under the City's Section 8 Program (tenant #GAD073).


DOREEN F. CHANG
TREASURER

DATE: January 25, 2021

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date:

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning & Development

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND **ZAYED S. ABED**. THIS AGREEMENT WILL PROVIDE A RENTAL SUBSIDY FOR **12 MONTHS @ \$675.00 PER MONTH FROM FEBRUARY 1, 2021 – JANUARY 31, 2022.**

BRIEF DESCRIPTION: THIS RESOLUTION WILL DEFINE THE TERMS AND CONDITIONS FOR TENANT **#GAD073** UNDER THE CITY'S SECTION 8 PROGRAM.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): *(If applicable)* **G-HP-019-026**

AMOUNT: *(If applicable)* **\$8,100.00**

NA

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

Approved by Relevant Director:

Approved by Grants Management:

Approved by Finance Director:

☒ CAF - Certifications of Availability of Funds

Approved by Purchasing Agent:

Approved by Business Administrator:

Received by City Attorney:

Date

Signature

1/14/21
1/19/21
1/28/21
1/28/2021

(If applicable)
Lakshmi

2/18/21

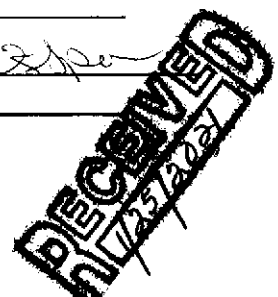
Michael B. Sizer

(Name) Please Print

(Extension #)

Prepared By: Tina Piliro
Contact Person: Tina Piliro

x7323
X7323



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*****

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

IDIS ACTIVITY #: 3914

REQUISITION

NO.

C2100024

SHIP
TOCAMDEN DIVISION OF HSNG SVCS
ROOM 218-A CITY HALL
CAMDEN, NJ 08101

ORDER DATE: 01/13/21

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

VENDOR

VENDOR #: ABE06

ZAYED S ABED
2106 OLD YORK RD
BORDENTOWN, NJ 08505

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROVIDE RENTAL SUBSIDY FOR A 12 MONTH PERIOD @ \$675.00 PER MONTH FOR SECTION 8 TENANT #GAD073 TERM OF CONTRACT: 2/1/2021 - 1/31/2022 AMOUNT NOT TO EXCEED: \$8,100.00 NOTE: THIS REQUISITION IS NECESSARY TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CAMDEN & ZAYED S ABED. <i>1/25/21</i>	G-HP- -019-026	8,100.0000	8,100.00
			TOTAL	8,100.00

Approved: *1/27/21*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 *1/21*

Receiver of Goods

Date *1-13-2021***THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU**

January 13, 2021
02:48 AM

CAMDEN CITY
Budget Detail Inquiry

Page No: 1

Account No: G-HP- -019-026
Description: CAMDEN MSA HOUSING VOUCHER PROGRAM Type: Sub Account
Starting Date: 01/13/21 Ending Date: 01/13/21 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		57,631.71
01/13/21	RQ C2100024 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ABE06 ZAYED S ABED	8,100.00-	49,531.71

January 13, 2021
09:48 AM

CAMDEN CITY
Detail Budget Account Status

Page No: 1

Range of Accounts: G-HP- -020-026 to G-HP- -020-026 Include Cap Accounts: Yes As Of: 01/13/21
Current Period: 01/01/21 to 01/13/21 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-HP- -020-026	CAMDEN MSA HOUSING VOUCHER PROGRAM	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Control: NOC	Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Fund: HP	Budgeted Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Fund: HP	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: HP	Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Final Budgeted		1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		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		1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		

MBS:dh
03-09-21

R-13

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE
CITY OF CAMDEN AND THE HEIGHTS OF COLLINGSWOOD #GAD095**

WHEREAS, the City of Camden has a Section 8 Rent Subsidy Program; and

WHEREAS, the Department of Planning and Development has requested that City Council authorize the City to enter into an agreement with THE HEIGHTS OF COLLINGSWOOD ("Landlord") in connection with the Section 8 Rent Subsidy Program; and

WHEREAS, the agreement shall be for a term of twelve (12) months from November 1, 2020 to October 31, 2021 for the rental subsidy in the amount of \$815.00 per month for a total amount of NINE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$9,780.00) for tenant #GAD095; 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-HP-019-026" 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, the City Council of the City of Camden hereby authorizes this agreement with THE HEIGHTS OF COLLINGSWOOD for a term of twelve (12) months from November 1, 2020 to October 31, 2021 for the rental subsidy in the amount of \$815.00 per month for a total amount of NINE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$9,780.00) for tenant #GAD095.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-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 FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

THE HEIGHTS OF COLLINGSWOOD

THAT FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, 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-HP-019-026
AMOUNT: \$9,780.00
- CAPITAL ORDINANCE:
AMOUNT:
- TRUST ACCOUNT:
AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS TREASURER FOR THE CITY OF CAMDEN, THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE:

- \$9,780.00

Description of the Goods or Services to be procured:

Amending Lease Agreement between the City of Camden and The Heights of Collingswood, continuing rental subsidy and extending the term of contract for 12 months from November 01, 2020 to October 31, 2021 under the City's Section 8 Program (tenant #GAD095).


DOREEN P. CHANG
TREASURER

DATE: January 25, 2021

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date:

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning & Development

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND **THE HEIGHTS OF COLLINGSWOOD**. THIS AGREEMENT WILL PROVIDE A RENTAL SUBSIDY FOR **12 MONTHS @ \$815.00 PER MONTH FROM NOVEMBER 1, 2020 – OCTOBER 31, 2021.**

BRIEF DESCRIPTION: THIS RESOLUTION WILL DEFINE THE TERMS AND CONDITIONS FOR TENANT **#GAD095** UNDER THE CITY'S SECTION 8 PROGRAM.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): *(If applicable)* **G-HP-019-026**

AMOUNT: *(If applicable)* **\$9,780.00**

NA

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	Date	Signature
Approved by Relevant Director:	1/6/21	[Signature]
Approved by Grants Management:	1/14/21	[Signature]
Approved by Finance Director:	1/21/22	[Signature]
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds		(If applicable)
Approved by Purchasing Agent:	1/28/2021	[Signature]
Approved by Business Administrator:	1-19-21	[Signature]
Received by City Attorney:	2/18/21	[Signature]

(Name) Please Print

(Extension #)

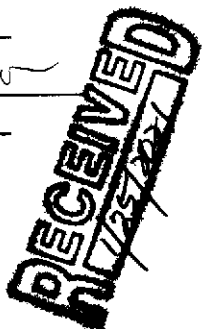
Prepared By: Tina Piliro
Contact Person: Tina Piliro

x7323
X7323

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******



CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

IDIS ACTIVITY #: 3914**REQUISITION**

NO.

C2100002

SHIP TO

CAMDEN DIVISION OF HSNB SVCS
ROOM 218-A CITY HALL
CAMDEN, NJ 08101ORDER DATE: 01/05/21
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

VENDOR

VENDOR #: HEI06

THE HEIGHTS OF COLLINGSWOOD
700 BROWNING ROAD
SUITE 5
COLLINGSWOOD, NJ 08107

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROVIDE RENTAL SUBSIDY FOR A 12 MONTH PERIOD @ \$815.00 PER MONTH FOR SECTION 8 TENANT #GAD095. TERM OF CONTRACT: 11/1/2020 - 10/31/2021 AMOUNT NOT TO EXCEED: \$9,780.00 NOTE: THIS REQUISITION IS NECESSARY TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CAMDEN & THE HEIGHTS OF COLLINGSWOOD. <i>1/19/2021</i> <i>1-19-21</i> <i>1/14/21</i>	G-HP- -019-026	9,780.0000	9,780.00
			TOTAL	80.00

CITY OF CAMDEN
PURCHASING BUREAU
2021 JAN 19 AM 8:53Approved: *[Signature]*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 *1-5-21*

Receiver of Goods

Date *1-5-2021***THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU**

MBS:dh
03-09-21

R-14

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE
CITY OF CAMDEN AND ROBERT NICOLEAUL 1052 COLYOR #CHC037**

WHEREAS, the City of Camden has a Section 8 Rent Subsidy Program; and

WHEREAS, the Department of Planning and Development has requested that City Council authorize the City to enter into an agreement with ROBERT NICOLEAUL 1052 COLYOR ("Landlord") in connection with the Section 8 Rent Subsidy Program; and

WHEREAS, the agreement shall be for a term of twelve (12) months from January 1, 2021 to December 31, 2021 for the rental subsidy in the amount of \$763.00 per month for a total amount of NINE THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS (\$9,156.00) for tenant #CHC037; 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-HP-019-026" 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, the City Council of the City of Camden hereby authorizes this agreement with ROBERT NICOLEAUL 1052 COLYOR for a term of twelve (12) months from January 1, 2021 to December 31, 2021 for the rental subsidy in the amount of \$763.00 per month for a total amount of NINE THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS (\$9,156.00) for tenant #CHC037.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-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 CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO
THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

ROBERT NICOLEAUL 1052 COLYOR

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-HP-019-026

AMOUNT: \$9,156.00

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:

\$9,156.00

Description of the Goods or Services to be procured: EXECUTION OF A COMMODITY-
DEMAND REGIONAL WATER SALES AGREEMENT WITH NEW JERSEY AMERICAN WATER
COMPANY.

Johanna S. Conyer

JOHANNA S. CONYER
DIRECTOR OF FINANCE

DATE: FEBRUARY 4, 2021

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date:

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning & Development

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND **ROBERT NICOLEAUL 1052 COLYOR** . THIS AGREEMENT WILL PROVIDE A RENTAL SUBSIDY FOR **12 MONTHS @ \$763.00** PER MONTH FROM **JANUARY 1, 2021** **DECEMBER 31, 2021.**

BRIEF DESCRIPTION: THIS RESOLUTION WILL DEFINE THE TERMS AND CONDITIONS FOR TENANT **#CHC037** UNDER THE CITY'S SECTION 8 PROGRAM.

BIDDING PROCESS:

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





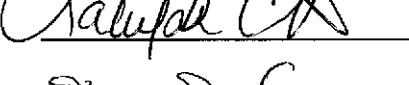
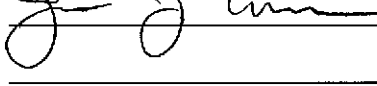
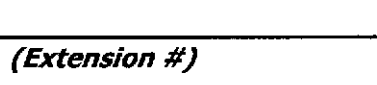
APPROPRIATION ACCOUNT(S): *(If applicable)* **G-HP-019-026**

AMOUNT: *(If applicable)* **\$9,156.00**

☐ **NA**

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	Date	Signature
Approved by Relevant Director:	<u></u>	<u></u>
Approved by Grants Management:	<u>1/14/21</u>	<u></u>
Approved by Finance Director:	<u>2/4/21</u>	<u></u>
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds	<u>2/4/2021</u>	<u></u>
Approved by Purchasing Agent:	<u>1-19-21</u>	<u></u>
Approved by Business Administrator:	<u>1-19-21</u>	<u></u>
Received by City Attorney:	<u></u>	<u></u>

(Name) Please Print

(Extension #)

Prepared By: Tina Piliro

x7323

Contact Person: Tina Piliro

X7323

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******

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

IDIS ACTIVITY #:

3914

REQUISITION

NO.

C2100003

SHIP
TOCAMDEN DIVISION OF HSNG SVCS
ROOM 218-A CITY HALL
CAMDEN, NJ 08101V
E
N
D
O
R

VENDOR #: ROB14

ROBERT NICOLEAUL 1052 COLYOR
P.O. BOX 1752
BALDWIN,, NY 11510

ORDER DATE: 01/05/21

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROVIDE RENTAL SUBSIDY FOR A 12 MONTH PERIOD @ \$763.00 PER MONTH FOR SECTION 8 TENANT #CHC037. TERM OF CONTRACT: 1/1/2021 - 12/31/2021 AMOUNT NOT TO EXCEED: \$9,156.00 NOTE: THIS REQUISITION IS NECESSARY TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CAMDEN & ROBERT NICOLEAUL 1052 COLYOR. 1/19/2021	G-HP- -019-026	9,156.0000	9,156.00
			TOTAL	9,156.00

CITY OF CAMDEN
PURCHASING BUREAU

2021 JAN 19 AM 8:53

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

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

January 7, 2021
09:05 AM

CAMDEN CITY
Budget Detail Inquiry

Page No: 1

Account No: G-HP- -019-026

Description: CAMDEN MSA HOUSING VOUCHER PROGRAM

Type: Sub Account

Starting Date: 01/05/21

Ending Date: 01/07/21

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		125,556.71
01/05/21	RQ C2100001 1 PROVIDE RENATL SUBSIDY FOR A Open Vn DIO01 GENE DINA	11,376.00-	114,180.71
01/05/21	RQ C2100002 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn HEI06 THE HEIGHTS OF COLLINGSWOOD	9,780.00-	104,400.71
01/05/21	RQ C2100003 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ROB14 ROBERT NICOLEAUL 1052 COLYOR	9,156.00- ✓	95,244.71
01/05/21	RQ C2100004 1 PROVIDE RENTAL SUBSIDY FOR AN Open Vn GTM01 GTM VILLAGES, LLC	4,301.00-	90,943.71
01/05/21	RQ C2100005 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ROB60 ROBIN HILL APARTMENTS	12,384.00-	78,559.71
01/05/21	RQ C2100006 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ALP05 ALPINE COURT APARTMENTS	13,908.00-	64,651.71
01/05/21	RQ C2100007 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn UNK01 UNKNOWN VENDOR	7,020.00-	57,631.71

January 7, 2021
09:06 AM

CAMDEN CITY
Detail Budget Account Status

Page No: 1

Range of Accounts: G-HP- -020-026
Current Period: 01/01/21 to 01/07/21

to G-HP- -020-026

Include Cap Accounts: Yes
Skip Zero Activity: Yes
As Of: 01/07/21

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-HP- -020-026	CAMDEN MSA HOUSING VOUCHER PROGRAM	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Control: NDC	Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Fund: HP	Budgeted Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Fund: HP	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: HP	Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Final Budgeted		1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		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		1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		

MBS:dh
03-09-21

R-15

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE
CITY OF CAMDEN AND ROBIN HILL APARTMENTS #GAD057**

WHEREAS, the City of Camden has a Section 8 Rent Subsidy Program; and

WHEREAS, the Department of Planning and Development has requested that City Council authorize the City to enter into an agreement with ROBIN HILL APARTMENTS ("Landlord") in connection with the Section 8 Rent Subsidy Program; and

WHEREAS, the agreement shall be for a term of twelve (12) months from February 1, 2021 to January 31, 2022 for the rental subsidy in the amount of \$1,032.00 per month for a total amount of TWELVE THOUSAND THREE HUNDRED EIGHTY-FOUR DOLLARS (\$12,384.00) for tenant #GAD057; 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-HP-019-026" 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, the City Council of the City of Camden hereby authorizes this agreement with ROBIN HILL APARTMENTS for a term of twelve (12) months from February 1, 2021 to January 31, 2022 for the rental subsidy in the amount of \$1,032.00 per month for a total amount of TWELVE THOUSAND THREE HUNDRED EIGHTY-FOUR DOLLARS (\$12,384.00) for tenant #GAD057.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-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 CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO
THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

ROBIN HILL APARTMENTS

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-HP-019-026

AMOUNT: \$12,384.00

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

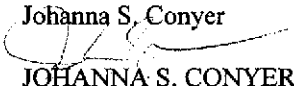
DETERMINATION OF VALUE CERTIFICATION

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

\$12,384.00

Description of the Goods or Services to be procured: EXECUTION OF A COMMODITY-
DEMAND REGIONAL WATER SALES AGREEMENT WITH NEW JERSEY AMERICAN WATER
COMPANY.

Johanna S. Conyer


JOHANNA S. CONYER
DIRECTOR OF FINANCE

DATE: FEBRUARY 4, 2021

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date:

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning & Development

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND **ROBIN HILL APARTMENTS**. THIS AGREEMENT WILL PROVIDE A RENTAL SUBSIDY FOR **12 MONTHS @ \$1,032.00** PER MONTH FROM **FEBRUARY 1, 2021 – JANUARY 31, 2022**.

BRIEF DESCRIPTION: THIS RESOLUTION WILL DEFINE THE TERMS AND CONDITIONS FOR TENANT **#GAD457** UNDER THE CITY'S SECTION 8 PROGRAM.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): *(If applicable)* **G-HP-019-026**

AMOUNT: *(If applicable)* **\$12,384.00**

☐ NA

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	Date	Signature
Approved by Relevant Director:	1/6/21	[Signature]
Approved by Grants Management:	1/14/21	[Signature]
Approved by Finance Director:	2/4/21	[Signature]
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds		(If applicable)
Approved by Purchasing Agent:	2/14/2021	[Signature]
Approved by Business Administrator:	1-19-21	[Signature]
Received by City Attorney:	2/18/21	[Signature]

(Name) Please Print

(Extension #)

Prepared By: Tina Piliro

x7323

Contact Person: Tina Piliro

X7323

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******

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

IDIS ACTIVITY #

3914

ADD ON #17

REQUISITION

NO.

C2100005

SHIP
TO
V
E
N
D
O
RCAMDEN DIVISION OF HSNG SVCS
ROOM 218-A CITY HALL
CAMDEN, NJ 08101

VENDOR #: ROB60

ROBIN HILL APARTMENTS
331 PRESTON AVE, APT 2011
VOORHEES, NJ 08043

ORDER DATE: 01/05/21

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROVIDE RENTAL SUBSIDY FOR A 12 MONTH PERIOD @ \$1,032.00 PER MONTH FOR SECTION 8 TENANT # GAD057. TERM OF CONTRACT: 2/1/2021 - 1/31/2022 AMOUNT NOT TO EXCEED: \$12,384.00 NOTE; THIS REQUISITION IS NECESSARY TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CAMDEN & ROBIN HILL APARTMENTS.	G-HP- -019-026	12,384.0000	12,384.00
			TOTAL	12,384.00

CITY OF CAMDEN
PURCHASING BUREAU

2021 JAN 19 AM 8:52

1/19/2021

1-19-21

1624

Approved:

I hereby certify that the work or supplies specified are
necessary for the proper transaction of the business of this
bureau or office.

Department Head

Date

Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

January 7, 2021
09:05 AM

CAMDEN CITY
Budget Detail Inquiry

Page No: 1

Account No: G-HP- -019-026

Description: CAMDEN MSA HOUSING VOUCHER PROGRAM

Type: Sub Account

Starting Date: 01/05/21

Ending Date: 01/07/21

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		125,556.71
01/05/21	RQ C2100001 1 PROVIDE RENATL SUBSIDY FOR A Open Vn DIO01 GENE DINA	11,376.00-	114,180.71
01/05/21	RQ C2100002 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn HEI06 THE HEIGHTS OF COLLINGSWOOD	9,780.00-	104,400.71
01/05/21	RQ C2100003 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ROB14 ROBERT NICOLEAUL 1052 COLYOR	9,156.00-	95,244.71
01/05/21	RQ C2100004 1 PROVIDE RENTAL SUBSIDY FOR AN Open Vn GTM01 GTM VILLAGES, LLC	4,301.00-	90,943.71
01/05/21	RQ C2100005 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ROB60 ROBIN HILL APARTMENTS	12,384.00- ✓	78,559.71
01/05/21	RQ C2100006 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ALP05 ALPINE COURT APARTMENTS	13,908.00-	64,651.71
01/05/21	RQ C2100007 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn UNK01 UNKNOWN VENDOR	7,020.00-	57,631.71

January 7, 2021
09:06 AM

CAMDEN CITY
Detail Budget Account Status

Page No: 1

Range of Accounts: G-HP- -020-026
Current Period: 01/01/21 to 01/07/21

to G-HP- -020-026

Include Cap Accounts: Yes
Skip Zero Activity: Yes
As of: 01/07/21

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-HP- -020-026	CAMDEN MSA HOUSING VOUCHER PROGRAM						
		1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Control: NOC	Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Fund: HP	Budgeted Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Fund: HP	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: HP	Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Final Budgeted		1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		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		1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		

MBS:dh
03-09-21

R-16

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE
CITY OF CAMDEN AND ALPINE COURT APARTMENTS #GAD105**

WHEREAS, the City of Camden has a Section 8 Rent Subsidy Program; and

WHEREAS, the Department of Planning and Development has requested that City Council authorize the City to enter into an agreement with ALPINE COURT APARTMENTS ("Landlord") in connection with the Section 8 Rent Subsidy Program; and

WHEREAS, the agreement shall be for a term of twelve (12) months from February 1, 2021 to January 31, 2022 for the rental subsidy in the amount of \$1,159.00 per month for a total amount of THIRTEEN THOUSAND NINE HUNDRED EIGHT DOLLARS (\$13,908.00) for tenant #GAD105; 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-HP-019-026" 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, the City Council of the City of Camden hereby authorizes this agreement with ALPINE COURT APARTMENTS for a term of twelve (12) months from February 1, 2021 to January 31, 2022 for the rental subsidy in the amount of \$1,159.00 per month for a total amount of THIRTEEN THOUSAND NINE HUNDRED EIGHT DOLLARS (\$13,908.00) for tenant #GAD105.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-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 CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO
THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

ALPINE COURT APARTMENTS

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-HP-019-026

AMOUNT: \$13,908.00

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:

\$13,908.00

Description of the Goods or Services to be procured: EXECUTION OF A COMMODITY-
DEMAND REGIONAL WATER SALES AGREEMENT WITH NEW JERSEY AMERICAN WATER
COMPANY.

Johanna S. Conyer

JOHANNA S. CONYER
DIRECTOR OF FINANCE

DATE: FEBRUARY 4, 2021

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date:

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning & Development

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND **ALPINE COURT APARTMENTS**. THIS AGREEMENT WILL PROVIDE A RENTAL SUBSIDY FOR **12 MONTHS @ \$1,159.00 PER MONTH FROM FEBRUARY 1, 2021 – JANUARY 31, 2022.**

BRIEF DESCRIPTION: THIS RESOLUTION WILL DEFINE THE TERMS AND CONDITIONS FOR TENANT **#GAD105** UNDER THE CITY'S SECTION 8 PROGRAM.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): *(If applicable)* **G-HP-019-026**

AMOUNT: *(If applicable)* **\$13,908.00**

NA

Waiver Request Form Attached for State DCA/DLGS Approval - *(If applicable)*

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	Date	Signature
Approved by Relevant Director:	<u>1/14/21</u>	<u>[Signature]</u>
Approved by Grants Management:	<u>2/4/21</u>	<u>[Signature]</u>
Approved by Finance Director:	<u>2/4/2021</u>	<u>[Signature]</u>
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds		<u>[Signature]</u>
Approved by Purchasing Agent:	<u>2/4/2021</u>	<u>[Signature]</u>
Approved by Business Administrator:	<u>1-18-21</u>	<u>[Signature]</u>
Received by City Attorney:		

(Name) Please Print

(Extension #)

Prepared By: Tina Piliro
Contact Person: Tina Piliro

x7323
X7323

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******

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

IDIS ACTIVITY #:

3914

REQUISITION

NO.

C2100006

SHIP
TOCAMDEN DIVISION OF HSNG SVCS
ROOM 218-A CITY HALL
CAMDEN, NJ 08101V
E
N
D
O
R

VENDOR #: ALP05

ALPINE COURT APARTMENTS
335 MAIN STREET
HACKENSACK, NJ 08601

ORDER DATE: 01/05/21

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROVIDE RENTAL SUBSIDY FOR A 12 MONTH PERIOD @ \$1,159.00 PER MONTH FOR SECTION 8 TENANT # GAD105. TERM OF CONTRACT: 2/1/2021 - 1/31/2022 AMOUNT NOT TO EXCEED: \$13,908.00 NOTE: THIS REQUISITION IS NECESSARY TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CAMDEN & ALPINE COURT APARTMENTS. <i>1/14/21</i> <i>1-19-21</i> <i>1-13-21</i> <i>1/14/21</i>	G-HP- -019-026	13,908.0000	13,908.00
			TOTAL	13,908.00

CITY OF CAMDEN
PURCHASING BUREAU
2021 JAN 19 AM 8:53Approved: *[Signature]* *1/15/21*I hereby certify that the work or supplies specified are
necessary for the proper transaction of the business of this
bureau or office.

Department Head

Date

Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

January 7, 2021
09:05 AM

CAMDEN CITY
Budget Detail Inquiry

Page No: 1

Account No: G-HP- -019-026

Description: CAMDEN MSA HOUSING VOUCHER PROGRAM

Type: Sub Account

Starting Date: 01/05/21

Ending Date: 01/07/21

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		125,556.71
01/05/21	RQ C2100001 1 PROVIDE RENTATL SUBSIDY FOR A Open Vn DIO01 GENE DINA	11,376.00-	114,180.71
01/05/21	RQ C2100002 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn HEI06 THE HEIGHTS OF COLLINGSWOOD	9,780.00-	104,400.71
01/05/21	RQ C2100003 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ROB14 ROBERT NICOLEAUL 1052 COLYOR	9,156.00-	95,244.71
01/05/21	RQ C2100004 1 PROVIDE RENTAL SUBSIDY FOR AN Open Vn GTM01 GTM VILLAGES, LLC	4,301.00-	90,943.71
01/05/21	RQ C2100005 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ROB60 ROBIN HILL APARTMENTS	12,384.00-	78,559.71
01/05/21	RQ C2100006 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ALP05 ALPINE COURT APARTMENTS	13,908.00- ✓	64,651.71
01/05/21	RQ C2100007 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn UNK01 UNKNOWN VENDOR	7,020.00-	57,631.71

January 7, 2021
09:06 AM

CAMDEN CITY
Detail Budget Account Status

Page No: 1

Range of Accounts: G-HP- -020-026 to G-HP- -020-026 Include Cap Accounts: Yes As Of: 01/07/21
Current Period: 01/01/21 to 01/07/21 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-HP- -020-026	CAMDEN MSA HOUSING VOUCHER PROGRAM	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Control: NOC	Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Fund: HP	Budgeted Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Fund: HP	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: HP	Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Final Budgeted		1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		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		1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		

MBS:dh
03-09-21

K-17

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE
CITY OF CAMDEN AND GENE DINA #GAD054**

WHEREAS, the City of Camden has a Section 8 Rent Subsidy Program; and

WHEREAS, the Department of Planning and Development has requested that City Council authorize the City to enter into an agreement with GENE DINA ("Landlord") in connection with the Section 8 Rent Subsidy Program; and

WHEREAS, the agreement shall be for a term of twelve (12) months from October 1, 2020 to September 30, 2021 for the rental subsidy in the amount of \$948.00 per month for a total amount of ELEVEN THOUSAND THREE HUNDRED SEVENTY-SIX DOLLARS (\$11,376.00) for tenant #GAD054; 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-HP-019-026" 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, the City Council of the City of Camden hereby authorizes this agreement with GENE DINA for a term of twelve (12) months from October 1, 2020 to September 30, 2021 for the rental subsidy in the amount of \$948.00 per month for a total amount of ELEVEN THOUSAND THREE HUNDRED SEVENTY-SIX DOLLARS (\$11,376.00) for tenant #GAD054.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-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 CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO
THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

GENE DINA

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-HP-019-026

AMOUNT: \$11,376.00

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

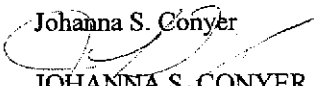
AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

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

\$11,376.00

Description of the Goods or Services to be procured: EXECUTION OF A COMMODITY-
DEMAND REGIONAL WATER SALES AGREEMENT WITH NEW JERSEY AMERICAN WATER
COMPANY.


Johanna S. Conyer

JOHANNA S. CONYER
DIRECTOR OF FINANCE

DATE: FEBRUARY 4, 2021

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date:

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning & Development

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND **GENE DINA**. THIS AGREEMENT WILL PROVIDE A RENTAL SUBSIDY FOR **12 MONTHS @ \$948.00 PER MONTH FROM OCTOBER 1, 2020 – SEPTEMBER 30, 2021.**

BRIEF DESCRIPTION: THIS RESOLUTION WILL DEFINE THE TERMS AND CONDITIONS FOR TENANT **#GAD054** UNDER THE CITY'S SECTION 8 PROGRAM.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): (If applicable) **G-HP-019-026**

AMOUNT: (If applicable) **\$11,376.00**

NA

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	Date	Signature
Approved by Relevant Director:	<u>1/14/21</u>	<u>[Signature]</u>
Approved by Grants Management:	<u>2/4/21</u>	<u>[Signature]</u>
Approved by Finance Director:	<u>2/4/2021</u>	<u>[Signature]</u>
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:	<u>2/4/2021</u>	<u>[Signature]</u>
Approved by Business Administrator:	<u>1-15-21</u>	<u>[Signature]</u>
Received by City Attorney:	<u>2/18/21</u>	<u>[Signature]</u>

(Name) Please Print

(Extension #)

Prepared By: Tina Piliro

x7323

Contact Person: Tina Piliro

X7323

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******

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

IDIS ACTIVITY #: 3914

Add on # 15

REQUISITION

NO.

C2100001

S
H
I
P
T
OCAMDEN DIVISION OF HSNG SVCS
ROOM 218-A CITY HALL
CAMDEN, NJ 08101V
E
N
D
O
R

VENDOR #: DIO01

GENE DINA
20 MONMOUTH AVENUE
BERLIN,, NJ 08009ORDER DATE: 01/05/21
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROVIDE RENATL SUBSIDY FOR A 12 MONTH PERIOD @ \$948.00 PER MONTH FOR SECTION 8 TENANT #GAD054. TERM OF CONTRACT: 10/1/2020 - 9/30/2021 AMOUNT NOT TO EXCEED: \$11,376.00 NOTE: THIS REQUISITION IS NECESSARY TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CAMDEN & GENE DINA. 1/19/2021	G-HP- -019-026	11,376.0000	11,376.00
			TOTAL	11,376.00

1-19-21

1-12-21

1/14/21

2021 JAN 19 AM 8:53
CITY OF CAMDEN
PURCHASING BUREAU

Approved: [Signature]I hereby certify that the work or supplies specified are
necessary for the proper transaction of the business of this
bureau or office.

Department Head

Date

Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

January 7, 2021
09:05 AM

CAMDEN CITY
Budget Detail Inquiry

Page No: 1

Account No: G-HP- -019-026

Description: CAMDEN MSA HOUSING VOUCHER PROGRAM

Type: Sub Account

Starting Date: 01/05/21

Ending Date: 01/07/21

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		125,556.71
01/05/21	RQ C2100001 1 PROVIDE RENATL SUBSIDY FOR A Open Vn DIO01 GENE DINA	11,376.00-	114,180.71
01/05/21	RQ C2100002 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn HEI06 THE HEIGHTS OF COLLINGSWOOD	9,780.00-	104,400.71
01/05/21	RQ C2100003 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ROB14 ROBERT NICOLEAUL 1052 COLYOR	9,156.00-	95,244.71
01/05/21	RQ C2100004 1 PROVIDE RENTAL SUBSIDY FOR AN Open Vn GTM01 GTM VILLAGES, LLC	4,301.00-	90,943.71
01/05/21	RQ C2100005 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ROB60 ROBIN HILL APARTMENTS	12,384.00-	78,559.71
01/05/21	RQ C2100006 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ALP05 ALPINE COURT APARTMENTS	13,908.00-	64,651.71
01/05/21	RQ C2100007 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn UNK01 UNKNOWN VENDOR	7,020.00-	57,631.71

January 7, 2021

09:06 AM

CAMDEN CITY
Detail Budget Account Status

Page No: 1

Range of Accounts: G-HP- -020-026

to G-HP- -020-026

Include Cap Accounts: Yes

As Of: 01/07/21

Current Period: 01/01/21 to 01/07/21

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-HP- -020-026	CAMDEN MSA HOUSING VOUCHER PROGRAM	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Control: NOC	Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Fund: HP	Budgeted Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Fund: HP	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: HP	Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Final Budgeted		1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		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		1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		

MBS:dh
03-09-21

R-18

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE
CITY OF CAMDEN AND GRACE PROPERTY SOLUTION #CHC013**

WHEREAS, the City of Camden has a Section 8 Rent Subsidy Program; and

WHEREAS, the Department of Planning and Development has requested that City Council authorize the City to enter into an agreement with GRACE PROPERTY SOLUTION ("Landlord") in connection with the Section 8 Rent Subsidy Program; and

WHEREAS, the agreement shall be for a term of twelve (12) months from January 1, 2021 to December 31, 2021 for the rental subsidy in the amount of \$585.00 per month for a total amount of SEVEN THOUSAND TWENTY DOLLARS (\$7,020.00) for tenant #CHC013; 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-HP-019-026" 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, the City Council of the City of Camden hereby authorizes this agreement with GRACE PROPERTY SOLUTION for a term of twelve (12) months from January 1, 2021 to December 31, 2021 for the rental subsidy in the amount of \$585.00 per month for a total amount of SEVEN THOUSAND TWENTY DOLLARS (\$7,020.00) for tenant #CHC013.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-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 CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO
THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

GRACE PROPERTY SOLUTION

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-HP-019-026

AMOUNT: \$7,020.00

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:

\$7,020.00

Description of the Goods or Services to be procured: EXECUTION OF A COMMODITY-
DEMAND REGIONAL WATER SALES AGREEMENT WITH NEW JERSEY AMERICAN WATER
COMPANY.

Johanna S. Conyer

JOHANNA S. CONYER
DIRECTOR OF FINANCE

DATE: FEBRUARY 4, 2021

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date:

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Dr. Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning & Development

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CAMDEN AND **GRACE PROPERTY SOLUTION**. THIS AGREEMENT WILL PROVIDE A RENTAL SUBSIDY FOR **12 MONTHS @ \$585.00 PER MONTH FROM JANUARY 1, 2021 - DECEMBER 31, 2021.**

BRIEF DESCRIPTION: THIS RESOLUTION WILL DEFINE THE TERMS AND CONDITIONS FOR TENANT **#CHC013** UNDER THE CITY'S SECTION 8 PROGRAM.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): *(If applicable)* **G-HP-019-026**

AMOUNT: *(If applicable)* **\$7,020.00**

NA

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/14/21</u>	<u>[Signature]</u>
Approved by Grants Management:	<u>2/4/21</u>	<u>[Signature]</u>
Approved by Finance Director:	<u>2/4/21</u>	<u>[Signature]</u>
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds		<u>[Signature]</u>
Approved by Purchasing Agent:	<u>2/4/2021</u>	<u>[Signature]</u>
Approved by Business Administrator:	<u>1-15-21</u>	<u>[Signature]</u>
Received by City Attorney:	<u>2/18/21</u>	<u>[Signature]</u>

(Name) Please Print

(Extension #)

Prepared By: Tina Piliro

x7323

Contact Person: Tina Piliro

X7323

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******

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

IDIS ACTIVITY #: 3914

REQUISITION

NO.

C2100007

SHIP
TOCAMDEN DIVISION OF HSNB SVCS
ROOM 218-A CITY HALL
CAMDEN, NJ 08101ORDER DATE: 01/05/21
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:V
E
N
D
O
RUNKNOWN VENDOR
, NJ

VENDOR #: UNK01

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	<p>PROVIDE RENTAL SUBSIDY FOR A 12 MONTH PERIOD @ \$585.00 PER MONTH FOR SECTION 8 TENANT #CHC013.</p> <p>TERM OF CONTRACT: 1/1/2021 - 12/31/2021</p> <p>AMOUNT NOT TO EXCEED: 7,020.00</p> <p>NOTE: THIS REQUISITION IS NECESSARY TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CAMDEN & GRACE PROPERTY SOLUTION.</p> <p>UNKNOWN VENDOR: GRACE PROPERTY SOLUTION PO BOX 312 COLLINGSWOOD, NJ 08108</p> <p><i>1/19/2021</i> <i>1-19-21</i> <i>1/14/21</i></p>	G-HP- -019-026	7,020.0000	7,020.00
			TOTAL	7,020.00

CITY OF CAMDEN
PURCHASING BUREAU
2021 JAN 19 AM 8:53Approved: *[Signature]*I hereby certify that the work or supplies specified are
necessary for the proper transaction of the business of this
bureau or office.

Department Head

Date

Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

January 7, 2021
09:05 AM

CAMDEN CITY
Budget Detail Inquiry

Page No: 1

Account No: G-HP- -019-026
Description: CAMDEN MSA HOUSING VOUCHER PROGRAM Type: Sub Account
Starting Date: 01/05/21 Ending Date: 01/07/21 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		125,556.71
01/05/21	RQ C2100001 1 PROVIDE RENATL SUBSIDY FOR A Open Vn DIO01 GENE DINA	11,376.00-	114,180.71
01/05/21	RQ C2100002 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn HEI06 THE HEIGHTS OF COLLINGSWOOD	9,780.00-	104,400.71
01/05/21	RQ C2100003 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ROB14 ROBERT NICOLEAUL 1052 COLYOR	9,156.00-	95,244.71
01/05/21	RQ C2100004 1 PROVIDE RENTAL SUBSIDY FOR AN Open Vn GTM01 GTM VILLAGES, LLC	4,301.00-	90,943.71
01/05/21	RQ C2100005 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ROB60 ROBIN HILL APARTMENTS	12,384.00-	78,559.71
01/05/21	RQ C2100006 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn ALP05 ALPINE COURT APARTMENTS	13,908.00-	64,651.71
01/05/21	RQ C2100007 1 PROVIDE RENTAL SUBSIDY FOR A Open Vn UNK01 UNKNOWN VENDOR	7,020.00- ✓	57,631.71

January 7, 2021
09:06 AM

CAMDEN CITY
Detail Budget Account Status

Page No: 1

Range of Accounts: G-HP- -020-026
Current Period: 01/01/21 to 01/07/21

to G-HP- -020-026

Include Cap Accounts: Yes
Skip Zero Activity: Yes
As Of: 01/07/21

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-HP- -020-026	CAMDEN MSA HOUSING VOUCHER PROGRAM	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Control: NOC	Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Fund: HP	Budgeted Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Fund: HP	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: HP	Total	1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		
Final Budgeted		1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		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		1,057,534.82	0.00	0.00	1,057,534.82	1,057,534.82	0
		0.00	0.00	0.00	0.00	1,057,534.82	
		0.00		0.00	0.00		

R-19

ER:dh
03-09-21

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TAX ASSESSOR OFFICE TO
ENTER INTO STIPULATION OF SETTLEMENT AGREEMENTS FOR PROPERTIES
UNDER TAX APPEAL FOR 2021 AND REQUIRING NOTIFICATION TO THE CFO &
GOVERNING BODY OF ALL APPEALS ON OR BEFORE JUNE 1ST**

WHEREAS, tax appeals are filed each year in the City of Camden; and

WHEREAS, the majority of these appeals are settled by Stipulation of Settlement;
and

WHEREAS, once an appeal is filed, only City Council has the authority to
authorize settlement of litigation pursuant to New Jersey case law; and

WHEREAS, the Court requires that municipalities' counsel represent upon the
record that City Council has authorized the settlement of pending tax appeals; and

WHEREAS, the Tax Assessor requests that City Council give the Tax Assessor
the authority to settle tax appeals before the Camden County Board of Taxation as well
as before the New Jersey Tax Court for any properties having an assessment of \$1
million or less; and

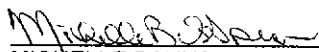
WHEREAS, the Tax Assessor shall notify the Chief Financial Officer and
Governing Body on or before June 1st of all tax appeal filed for 2021; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that, it hereby
authorizes the Tax Assessor or Deputy Tax Assessor to enter into stipulations of
settlement with respect to tax appeals heard before the Camden County Board of
Taxation and before the New Jersey Tax Court for any properties having an assessment
of \$1 million or less.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: March 9, 2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Terri Paglione, Tax Assessor

Department Making Request: Department of Finance – Bureau of Assessment

TITLE OF RESOLUTION/ORDINANCE:

RESOLUTION AUTHORIZING THE CITY OF CAMDEN TAX ASSESSOR'S OFFICE TO ENTER INTO STIPULATION OF SETTLEMENT AGREEMENTS FOR PROPERTIES UNDER TAX APPEAL FOR 2021, AND REQUIRING THE TAX ASSESSOR TO NOTIFY THE CFO & GOVERNING BODY OF ALL APPEALS ON OR BEFORE JUNE 1ST.

BRIEF DESCRIPTION OF ACTION:

Several tax appeals are filed each year in Camden City. The majority of these appeals are settled by Stipulation of Settlement. Once an appeal is filed, only City Council has the authority to authorize the settlement of litigation. In order to facilitate the tax appeal process, the Tax Assessor and Deputy Tax Assessor are requesting authority to settle appeals before the Camden County Tax Board and the NJ Tax Court for any properties having an assessment of \$1 million or less.

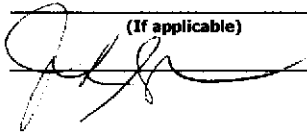

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): (If applicable) N/A

AMOUNT: (If applicable) N/A

☐ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	4/25/21	
<input type="checkbox"/> CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____
Received by City Attorney:	2/18/21	

	(Name) Please Print	(Extension #)
Prepared By:	Terri Paglione	x2-7024
Contact Person:	Terri Paglione	x2-7024

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

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

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

MBS:dh
03-09-21

R-20

**RESOLUTION AUTHORIZING THE REFUNDING OF PAYMENT
TO THE LIEN HOLDER ANTHONY LEWIS**

WHEREAS, on July 14, 2020 City Council authorized the assignment of Tax Sale Certificate #19-00184 against 532 Royden Street, also known as Block 212, Lot 67 (the "Property") to Anthony Lewis; and

WHEREAS, it was discovered that the Property caught fire prior to the assignment documents being executed; and

WHEREAS, the Tax Collector is seeking authorization to cancel the assignment of Tax Sale Certificate #19-00184 to Anthony Lewis and issue a refund to the tax lien purchaser of Tax Sale Certificate #19-00184 against 532 Royden Street, also known as Block 212, Lot 67; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Tax Collector is hereby authorized to cancel the assignment of Tax Sale Certificate #19-00184 to Anthony Lewis and refund the purchase price to Mr. Lewis as follows:

532 Royden Street, Block/Lot 212/67
Tax Sale Certificate #19-00184

Refund to: Anthony Lewis
 455 Royden Street
 Camden, NJ 08103

Refund Amount: \$5,430.31

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

Date of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: March 9, 2021

TO: Jason J. Asuncion, Esq. Business Administrator

DATE: February 4, 2021

FROM: Michelle D. Hill, Tax Collector *MDH*

Department Making Request: Department of Finance-Revenue Collection

TITLE OF RESOLUTION/ORDINANCE: Resolution to Refund Lien Holder

BRIEF DESCRIPTION: Resolution authorizing the refund of \$5430.31 to lien holder, Anthony Lewis for block 212 Lot 67 (532 Royden St). Property caught fire prior to assignment being executed.

APPROPRIATION ACCOUNT(S): (If applicable)

AMOUNT: \$5430.31

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	<i>2/4/21</i>	<i>[Signature]</i> (If applicable)
<input type="checkbox"/> CAF -Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____
Received by City Attorney:	<i>2/18/21</i>	<i>Michelle Hill</i>

Prepared By: Michelle Hill x7003

Contact Person: Michelle Hill x7003

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****

Michelle D. Hill

From: Elissa R. Redmer
Sent: Friday, November 20, 2020 11:24 AM
To: Michelle D. Hill
Cc: Michelle Spearman
Subject: RE: 532 Royden St

Mr. Lewis's assignment was approved on the July 14, 2020 Council Meeting but was only completed recently and has not been executed. I spoke with the City Attorney and she agreed that this was similar to the prior case and that it would be appropriate to issue a refund.

Elissa R. Redmer
Assistant City Attorney
Municipal Prosecutor
City of Camden
Office of the City Attorney
Office: (856) 757-7167
Fax: (856) 342-7728

CONFIDENTIALITY NOTICE

This e-mail message including attachments, if any, is intended for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

From: Michelle D. Hill <MiHill@ci.camden.nj.us>
Sent: Wednesday, November 11, 2020 9:24 AM
To: Elissa R. Redmer <ElRedmer@ci.camden.nj.us>
Subject: 532 Royden St

Good morning,

~~Anthony Lewis 000-000-0000~~ he purchased a full value assignment I believe in August, but hasn't received the paperwork to begin his foreclosure. He has notified the office that the house has since caught fire and he wanted to know if he would be receiving his money back. This seems to be a similar situation to the one where the property was demolished and the lienholder had not received his paperwork and we processed a refund. Please let me know your thoughts on this one.

Michelle D. Hill, C.T.C.
Tax Collector
City of Camden
Revenue Collection
520 Market Street, Room 117
Camden, NJ 08102
P (856) 757-7003
Tax@ci.camden.nj.us
[Click here for property tax information](#)

CITY OF CAMDEN
OFFICE OF THE TAX COLLECTOR
520 MARKET STREET, CITY HALL, ROOM 117
CAMDEN, NJ 08102-5120
(856)757-7003 telephone
(856)964-0460 facsimile

Lien Holder Information Sheet

RECEIVED
AUG 24 2020
CITY OF CAMDEN
TAX OFFICE

Lien Holder ID 50052

Federal Tax ID# or Social Security#: _____

Name: ANTHONY LEWIS

Address: 455 ROYDEN STREET
CAMDEN NJ 08103

Telephone #: ~~856-757-7003~~

Facsimile#: _____

E-Mail: ~~ANTHONY.LEWIS@YAHOO.COM~~

Anthony Lewis
Signature

August 11, 2020
10:42 AM

CAMDEN CITY
Lien Redemption Work Sheet - Certificate: 19-00184

Page No: 1

Certificate: 19-00184

Prop Loc: 532 ROYDEN ST

Owner: BLAKNEY, YVONNE A
Address: 202 WASHINGTON COURT
CAMDEN, NJ 08103-1228

Type of Lien: Municipal
Interest Rate: 18.00

Apr 2: N
Premium: 0.00

Block/Lot/Qual: 212. 67.

Sale Date: 06/17/19

Redemption Calculation Date: 08/31/20

Include Current Charges: N

LD 50052

8/30/21

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Tax	671.91	13.58	685.49
Water	87.89	4.64	92.53
Sewer	69.69	4.70	74.39
CCMUA	219.00	27.90	246.90
Boarding Up	1,153.13	87.13	1,240.26
Total:	2,201.62	137.95	2,339.57

Cost: 46.79

Total Certificate: 2,386.36

#Days: 433 Per Diem: 1.193180 Int on Cert: 516.65

Total: 2,903.01

SUBSEQUENT CHARGES:

Balance Type	Year	Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
CCMUA	2019	2	05/15/19	54.75	18.00	0.027375	465	12.73	67.48
Sewer	2019	2	06/11/19	17.80	18.00	0.008900	439	3.91	21.71
Water	2019	2	06/11/19	22.05	18.00	0.011025	439	4.84	26.89
Tax	2019	3	08/01/19	332.43	18.00	0.166215	389	64.66	397.09
CCMUA	2019	3	08/15/19	54.75	18.00	0.027375	375	10.27	65.02
Sewer	2019	3	09/13/19	17.80	18.00	0.008900	347	3.09	20.89
Water	2019	3	09/13/19	22.05	18.00	0.011025	347	3.83	25.88
Tax	2019	4	11/01/19	332.42	18.00	0.166210	299	49.70	382.12
Tax	2020	1	02/01/20	337.86	18.00	0.168930	209	35.31	373.17
CCMUA	2020	1	02/15/20	54.75	18.00	0.027375	195	5.34	60.09
Sewer	2020	2	04/02/20	35.60	18.00	0.017800	148	2.63	38.23
Water	2020	2	04/02/20	44.10	18.00	0.022050	148	3.26	47.36
Tax	2020	2	05/01/20	337.85	18.00	0.168925	119	20.10	357.95
CCMUA	2020	2	05/15/20	54.75	18.00	0.027375	105	2.87	57.62
Sewer	2020	2	06/15/20	17.80	18.00	0.008900	75	0.67	18.47
Water	2020	2	06/15/20	22.05	18.00	0.011025	75	0.83	22.88
Tax	2020	3	08/01/20	396.81	18.00	0.198405	29	5.75	402.56
Sewer	2020	3	08/03/20	28.09	18.00	0.014045	27	0.38	28.47
Water	2020	3	08/03/20	34.79	18.00	0.017395	27	0.47	35.26
CCMUA	2020	3	08/15/20	54.75	18.00	0.027375	15	0.41	55.16
Total:				2,273.25				231.05	2,504.30

BALANCE TYPE SUMMARY:

CAMDEN CITY
Lien Redemption Work Sheet - Certificate: 19-00184

	<u>Certificate Total & Subseq. Prin/Penalty</u>	<u>Interest</u>	<u>Total</u>
Certificate Tax	685.49	148.41	833.90
Subseq Tax	<u>1,737.37</u>	<u>175.52</u>	<u>1,912.89</u>
Total Tax	2,422.86	323.93	2,746.79
Certificate Water	92.53	20.03	112.56
Subseq Water	<u>145.04</u>	<u>13.23</u>	<u>158.27</u>
Total Water	237.57	33.26	270.83
Certificate Sewer	74.39	16.11	90.50
Subseq Sewer	<u>117.09</u>	<u>10.68</u>	<u>127.77</u>
Total Sewer	191.48	26.79	218.27
Certificate CCMUA	246.90	53.45	300.35
Subseq CCMUA	<u>273.75</u>	<u>31.62</u>	<u>305.37</u>
Total CCMUA	520.65	85.07	605.72
Certificate Boarding Up	<u>1,240.26</u>	<u>268.52</u>	<u>1,508.78</u>
Total Boarding Up	1,240.26	268.52	1,508.78
Certificate Cost	46.79	10.13	56.92

Principal:	4,659.61	
Interest:	747.70	
Recording Fees:	11.00	
SEARCH FEE:	<u>12.00</u>	
TOTAL REDEMPTION:	5,430.31	Total Per Diem: 2.329805

TO SATISFY TAX LIEN,
AMOUNT MUST BE PAID - IN - FULL
BY CERTIFIED CHECK OR CASH

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 04-11-2013 BY 60322 UCBAW

CERTIFICATE OF SALE

FOR UNPAID MUNICIPAL LIENS

CERTIFICATE

No. 19-00184

I, **NAHEMA HARVEY**, CITY of **CAMDEN**, COLLECTOR OF TAXES of the taxing district of the **COUNTY of CAMDEN** and State of New Jersey, do hereby certify that on the **17th** day of **June**, **2019** at a public sale of lands for delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and the amendments and supplements thereto I sold to **City of Camden**

whose address is **520 MARKET STREET, CAMDEN, NJ 08102**

for **Two Thousand Three Hundred Eighty Six** dollars and **Thirty Six** cents, the land in said taxing district described as Block No. **212** Lot No. **67** and known as **532 ROYDEN ST**, on the tax duplicate thereof and assessed thereon to **BLAKNEY, YVONNE A**

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

	AMOUNT	INTEREST	TOTAL
Taxes For: 2018 2019			
	671.91	13.58	685.49
Sewer	69.69	4.70	74.39
Water	87.89	4.64	92.53
CCMUA	219.00	27.90	246.90
Boarding up	1,153.13	87.13	1,240.26
Assessments For Improvements			2019044656-665
Total Cost of Sale	46.79		46.79
Total			2,386.36
Premium (if any) Paid	0.00		

Said sale is subject to redemption on repayment of the amount of sale, together with interest at the rate of **18.00** per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statute. The sale is subject to municipal charges accruing after **May 11, 2019**; municipal authority charges accruing after **May 11, 2019** and assessment installments not yet due, amounting to **0.00** dollars and interest thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this **21st** day of **June**, **2019**

STATE OF NEW JERSEY
COUNTY OF: **CAMDEN**


NAHEMA HARVEY
COLLECTOR OF TAXES

SEAL

BE IT REMEMBERED, that on this **21st** day of **June**, **2019** before me a Notary Public of New Jersey, personally appeared **NAHEMA HARVEY**, the Collector of Taxes of the taxing district of **CAMDEN CITY** in the County of **CAMDEN**, who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I having made known to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Prepared By:  
NAHEMA HARVEY, PREPARER DEBBIE NOCK, NOTARY PUBLIC

NOTE: NJSA 46:15-3 requires that all signatures appearing on the certificate, those of the collector, the Notary Public who takes this acknowledgement, and the preparer shall be printed, typed or stamped underneath such signature the name of the person that signed.



DEBBIE NOCK
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 9/20/2021



**Camden County
Document Summary Sheet**

CAMDEN COUNTY CLERK
520 MARKET ST
CAMDEN NJ 08102

Return Name and Address

CAMDEN CITY TAX OFFICE
RM 117 CITY HALL
CAMDEN, NJ 08101



CAMDEN COUNTY, NJ
CAMDEN COUNTY CLERK'S OFFICE
MUN TAX SA-OR BOOK 11162/539
RECORDED 06/27/2019 17:10:23
FILE NUMBER 2019044664
RCPT #: 2176336; RECD BY: KH19
RECORDING FEES \$11.00
MARGINAL NOTATION \$0.00
TOTAL TAX \$0.00

Official Use Only

Submitting Company		CAMDEN CITY TAX OFFICE			
Document Date (mm/dd/yyyy)		06/21/2019			
Document Type		TAX SALE CERTIFICATE			
No. of Pages of the Original Signed Document (Including the cover sheet)		3 x			
Consideration Amount (If applicable)					
First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s)	(Last Name First Name Middle Initial Suffix) (or Company Name as written)		Address (Optional)	
	BLAKNEY, YVONNE A				
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s)	(Last Name First Name Middle Initial Suffix) (or Company Name as written)		Address (Optional)	
	CAMDEN CITY				
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	CAMDEN	212	67		532 ROYDEN ST
Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

*DO NOT REMOVE THIS PAGE.

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF CAMDEN COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

REFUND
Bld Banned

ASSIGNMENT OF TAX SALE CERTIFICATE

On this _____ day of _____, _____ the CITY OF CAMDEN, the Assignor, in consideration for \$5,430.31 received by the Assignor and itemized more fully herein, assigns to ANTHONY LEWIS of 455 Royden Street, Camden, New Jersey, the Assignee, all right, title, and interest acquired by virtue of **Tax Sale Certificate 19-00184** to the land and premises mentioned and described therein, including the right, at *Assignee's* own expense, to use all lawful means to recover the municipal liens which have been paid on the subject lands and premises subject to all legal rights of redemption and discharge.

Said Tax Sale Certificate was sold by the Tax Collector of the City of Camden to Assignor at a tax sale for unpaid taxes and municipal charges assessed against the lands and premises designated as **Block 212, Lot 67 on the Tax Map of the City of Camden and commonly known as 532 ROYDEN STREET**, and recorded in the Camden County Clerk's Office on June 27, 2019, in Mortgage Book 11162 at Page 539.

Total amount of Tax Sale Certificate	\$	2,386.36
Subsequent Municipal Liens	\$	2,273.25
Accrued interest on subsequent liens	\$	747.70
Advertising Cost	\$	---
Recording Fee	\$	11.00
Search Fee	\$	12.00
Total Consideration	\$	5,430.31

This assignment is made in accordance with the provisions of N.J.S.A. 54:5-113 and Resolution MC-7567 adopted by the Council of the City of Camden on July 14, 2020..

SIGNING ATTESTING AND AFFIXING OF CITY SEAL

Francisco Moran, Mayor of the City of Camden, signs this Assignment for the City of Camden. Luis Pastoriza, Camden City Municipal Clerk, attests to his signature and affixes the corporate seal of the City of Camden to this Assignment.

ATTESTS:

CITY OF CAMDEN

LUIS PASTORIZA,
Municipal Clerk

FRANCISCO MORAN
Mayor

Reviewed and Approved As To Form .

MBS:dh
03-09-21

RESOLUTION AUTHORIZING THE ACCEPTANCE OF NINETEEN (19) NEW STREET LIGHTS AS PART OF THE WHITMAN PARK IMPROVEMENT PROJECT

WHEREAS, the City of Camden has committed to take responsibility and hereby accepts Nineteen (19) Street Lights to be installed as part of the Whitman Park Improvement Project; and

WHEREAS, the City will incur all cost associated with the lighting and at the completion of the project the lights are to be part of the City's inventory with a monthly cost of \$467.02; and

WHEREAS, at the completion of the project the lights will be dedicated to the City inventory and City will be required to pay the monthly fees; and

WHEREAS, the monthly increase in utility cost for the current year will be \$467.02 per month for a total amount of \$5,604.24; and

WHEREAS, the initial up-front installation cost will be covered through the project contract; and

WHEREAS, the City Council of the City of Camden has determined that it is in the best interest of the City to authorize the installation of the Nineteen (19) Street Lights as part of the Whitman Park Improvement Project; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper officials are hereby authorized to accept the new Street Lights.

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

Date of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: Next Available

TO: Jason Asuncion, Business Administrator

FROM: Keith L. Walker, Interim Director, DPW

Department Making Request: Department of Public Works

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the acceptance of the Outdoor Lighting Agreement as part of the Whitman Park Improvement Project. Authorizing (19) lights to be added to the city's inventory with a monthly increase of \$467.02.


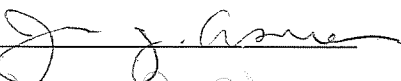

BRIEF DESCRIPTION: In a collaborate effort, Camden County and the City of Camden are proposing improvements to Whitman Park. A portion of the improvements will consist of the installation of new lighting. The initial installation cost will be covered through the project contract and once the project is completed, the City will incur all cost associated with the lighting. (Please See Attached Details) The city will also have a monthly savings of \$122.50 with the removal of (5) existing luminaire lighting.

BIDDING PROCESS: (Services of PSE&G through NJBPU)

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

APPROPRIATION ACCOUNT(S): 1-01-851-900

AMOUNT: \$5,604.24

	Date	Signature
Approved by Municipal Engineer:		
Approved by Relevant Director:	1-22-21	
Approved by Grants Management:		(If applicable)
Approved by Finance Director:		
<input type="checkbox"/> CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:		
Approved by Business Administrator:	2-12-21	
Received by City Attorney:	2/24/21	

(Name) Please Print

(Extension #)

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

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

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

Prepared By: Tamara M. Jefferson
Contact Person: SAME

ext. 7393

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

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*****

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	Utility Service
Name of Vendor	PSE&G
Purpose or Need for service:	Lighting agreement services is required for the installation of (19) new outdoor lights which is part of the Whitman Park Improvement Project. Additionally, with the removal of (5) existing lights, the city will have a monthly savings of \$122.50.
Contract Award Amount	\$467.02 per monthly; 5,604.24 yearly
Term of Contract	Tariffed Regulatory Utility
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Utilities Services – 1-01-851-900
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	No bids required – PSE&G Franchise area rates set by tariff through BPU
Were other proposals received? If so, please attach the names and amounts for each proposal received?	N/A

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

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

Mayor's Signature*


Business Administrator/Manager Signature

Date_____

Date 2-12-21

*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

Number Assigned_____




Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Whitman Park Contract Account # 7350843305
Customer Name: City of Camden
For Service at Address: Sayres Ave, Camden

CostType	Product	Qty	Amount
Install	Luminaire	19	\$467.02
Monthly Install Totals		19	\$467.02
Remove	Luminaire	5	\$122.50
Monthly Removal Totals		5	\$122.50
Upfront	Cost of Construction	1	\$6,509.68
	Pole	14	\$22,382.78
	Foundation Credit	14	(\$5,015.36)
	Accessory	14	\$3,769.57
Upfront Totals		43	\$27,646.67

This is Not an Invoice

 PSEG <small>We make things work for you.</small>		Request for Lighting Service - PSEG Confidential											
Project Name:		City of Camden - Whitman Park			Project Status		Agreement		Presented Date:		12/9/2020		
Customer Name:		City of Camden					BP#		1000453344		Contract Account # 7350843305		
Service Address:		Sayres Ave, Camden					Effective Date:		12/9/2020		Service Date: 2/26/2021		
Contact Name:		Jim Winchowski					Contract Term:		5 Years		Distribution: UG		
Office Tel:		(732) 410-2651		Cell Phone:		Email:			Fax:				
						<input type="checkbox"/> OfficeRecord					Purchase Order #		
STANDARD		SPECIAL											
Premise #		Installation #		Installation2 #		DWMS Customer #		DWMS LD #		DWMS E1 #		CIAC E1 #	
5002530787		4004449430		4004354643		6532097		500859018				500867869	

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Secon Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remov Rate	Upfrnt Rate	Access Product Qty	Access Product Code	Access Upfrnt Rate	Found Credit Qty	Found Credit Amt	IL
Luminair	5	ES050968BL	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	24.50	0.00			0.00			5321
Luminair	5	EX054071BL	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Install	New	Set Exist	24.58	0.00	0.00			0.00		0.00	5322
Luminair	14	EX054071BL	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Install	New	Set Exist	24.58	0.00	0.00			0.00		0.00	5323
Pole	14	EX041281LP	BPL_NC	New	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Install	New	Set Exist	0.00	0.00	1,598.77	14	04-1041	269.25	14	358.24	5324

Rates and Costs Summary

		Grand Total One Time Upfront Cost			
		\$27,646.67			
Installs: Monthly Service Charge Totals		Removes: Prior Charges (No Charge to Remove)		One-Time Cost Totals	
Luminaire Mth Svc Charge Total \$467.02		Luminaires: Prior Monthly Charges \$122.50		Cost for Construction (CIAC) \$6,509.68	
Pole Mthly Service Charge Total \$0.00		Poles: Prior Monthly Charges \$0.00		Foundation Credit Total \$5,015.36	
Bracket Mthly Serv Chrg Total \$0.00		Brackets: Prior Monthly Charges \$0.00		Pole Upfront Cost Total \$22,382.78	
Mthly Service Charge Totals \$467.02		Prior Monthly Charge Totals \$122.50		Bracket Upfront Cost Total \$0.00	
				Accessory Upfront Cost Total \$3,769.57	
				Lumin Upfront Cost Total \$0.00	

Comments Need the COC to install 14) 14ft Classic I poles and 14) 85W LED Delux Acorn II lights and 14) Vadal proof doors. And remove 5) 150W HPS Delux Acorn lights and install 5) 85W LED Delux Acorn II lights. Customer to do the bases.

RepEmail: Walter.Ruff@pseg.com	Tel: (609) 387-0526	Print Signatory Name/Title: Keith Walker
PSEG Representative: Walter Ruff	*Authorized Signature:	

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

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

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

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

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

BPL: Original sheet No. 189-191	BPL-POF: Original sheet No. 199-200	PSAL: Original sheet No. 212-214
---------------------------------	-------------------------------------	----------------------------------

SECTION 3 - WARRANTY AND REMEDIES

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

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

C. Conditions Applying to Warranties.

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

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

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

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

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

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

SECTION 4 - INDEMNIFICATION AND LIABILITY

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

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

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

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

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

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

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

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

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

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

APPENDIX A: STREET AND LOCATION DETAIL INFORMATION

RecordID	Street:	Location:	Pole#:	Products:
5322	Sayres Ave	1 PNO Sayres PP	20491	Luminaire
5322	Sayres Ave	2 PNO Sayres PP	20504	Luminaire
5322	Sayres Ave	3PNO Sayres PP	20503	Luminaire
5322	Sayres Ave	4 PNO Sayres PP	20507	Luminaire
5322	Sayres Ave	5 PNO Sayres PP	20481	Luminaire
5321	Sayres Ave	1 PNO Sayres PP	20491	Luminaire
5321	Sayres Ave	2 PNO Sayres PP	20504	Luminaire
5321	Sayres Ave	3 PNO Sayres PP	20503	Luminaire
5321	Sayres Ave	4 PNO Sayres PP	20507	Luminaire
5321	Sayres Ave	5 PNO Sayres PP	20481	Luminaire

MBS:dh
03-09-21

**RESOLUTION AUTHORIZING CHANGE ORDER #2 TO CONTRACT #12-19-177
WITH CIRCLE 3, LLC FOR IMPROVEMENTS TO FIRE STATION #7
(1115 KAIGHN AVENUE)**

WHEREAS, the Council of the City of Camden by (MC-19:7241) dated December 10, 2019 awarded a professional services contract to CIRCLE 3, LLC for improvements to Fire Station #7 located at 1115 Kaighn Avenue; and

WHEREAS, the contract price set forth in (MC-19:7241) as aforesaid was Three Hundred Sixty-Five Thousand Five Hundred Fifty Dollars (\$365,550.00); and

WHEREAS, the Council of the City of Camden by (MC-7540) dated on June 29, 2020 amended contract #12-19-177 with CIRCLE 3, LLC by Change Order #1 to increase the amount by Sixteen Thousand Two Hundred And One Dollar (\$16,201.00) to remove rotted floor joists for proper installation of new concrete floor; and

WHEREAS, it is necessary to further amend contract #12-19-177 with CIRCLE 3, LLC by Amendment #2 in the amount of FOUR THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS AND TWENTY-ONE CENTS (\$4,733.21) due to oil-water separator requiring additional parts to provide proper elevation and slope for use; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under capital ordinance budget of the City of Camden under line item "C-15-703-907" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the contract #12-19-177 with CIRCLE 3, LLC by Amendment #2 in the amount not to exceed FOUR THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS AND TWENTY-ONE CENTS (\$4,733.21) for a total contract amount of THREE HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS AND TWENTY-ONE CENTS (\$386,484.21).

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: Next Scheduled

TO: Jason J. Asuncion, Esq., Business Administrator

DATE: February 9, 2021

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing Change Order #2 to contract #12-19-177, with Circle 3, LLC, for Improvements to Fire Station #7 (1115 Kaighn Avenue).

BRIEF DESCRIPTION OF ACTION: On December 10, 2019, Council authorized a construction contract to Circle 3, LLC (MC-19:7241), for the Improvements to Fire Station #7 (1115 Kaighn Avenue) project. A change order is necessary due to Oil-Water separator requiring additional parts to provide proper elevation and slope for use, and will result in contract increase.

BIDDING PROCESS: N/A

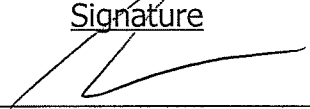
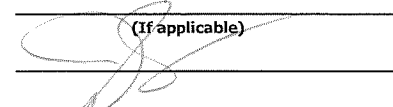
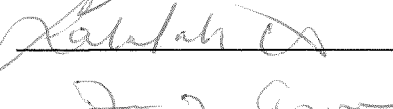


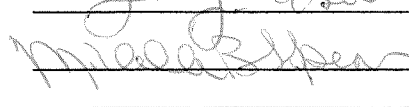
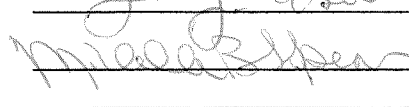
APPROPRIATION ACCOUNT(S): C-15-703-907

AMOUNT:
Original Contract Amount \$365,550.00
Change Order #1 \$16,201.00
Change Order #2 \$4,733.21
New Contract Amount \$386,484.21



Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>2/9/21</u>	
Approved by Grants Management:	<u>2/24/21</u>	
Approved by Finance Director:	<u>2/24/21</u>	
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds	<u>2/24/21</u>	
Approved by Purchasing Agent:	<u>2-16-21</u>	
Approved by Business Administrator:	<u>2/25/21</u>	
Received by City Attorney:	<u>2/25/21</u>	

(Name) Please Print

(Extension #)

Prepared By: Tytanya Ray

7680

Contact Person: Orion Joyner

7680

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******

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

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

Municipality	City of Camden
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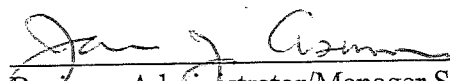
Professional Service or EUS Type	Change Order #2
Name of Vendor	Circle 3, LLC.
Purpose or Need for service:	Change Order #2. Increasing contract #12-19-177 by additional \$4,733.21 for Construction in connection with the Improvements to Fire Station #7 (1115 Kaighn Ave) project.
Contract Award Amount	\$4,733.21 (change order #2)
Term of Contract	
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Yes
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N/A
Were other proposals received? If so, please attach the names and amounts for each proposal received?	No

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

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

Mayor's Signature*

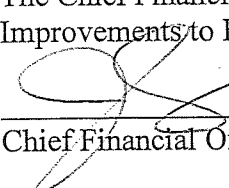
Date _____


Business Administrator/Manager Signature

Date 2-18-21

*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.
Improvements to Fire Station #7 (1115 Kaighn Ave) funding Source for this action C-15-703-907



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 originally BID

Certifying Officer

Date 2/24/2024

For LGS use only:

☐ Approved ☐ Denied

Director or Designee,
Division of Local Government Services

Number Assigned _____

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: **CIRCLE 3, LLC (mc-19:7241)**


THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, 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:
AMOUNT:
- CAPITAL ORDINANCE: **C-15-703-907**
AMOUNT: **\$4,733.21**
- TRUST ACCOUNT:
AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS DIRECTOR OF THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: **\$ 4,733.21**

Description of the Goods and Services to be procured: **RESOLUTION AUTHORIZING CHANGE ORDER #2 TO CONTRACT #12-19-177, WITH CIRCLE 3, LLC , FOR IMPROVEMENTS TO THE FIRE STATION #7 (1115 KAIGHN AVENUE)**



Johanna S. Conyer

Director of Finance

Date: 2/24/21

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

REQUISITION	
NO.	C2100246

SHIP TO	DEPARTMENT OF PLANNING & DEV. CAPITAL IMPR./PROJECT MGMT. 520 MARKET STREET, ROOM 325 CAMDEN, NEW JERSEY 08101-5120
	VENDOR #:
VENDOR	CIRCLE 3, LLC 6307 MONMOUTH AVE VENTOR, NJ 08406

ORDER DATE: 02/09/21
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CHANGE ORDER #2 WITH CIRCLE 3, LLC, FOR IMPROVEMENTS TO FIRE STATION #7 (1115 KAIGHN AVE). CONTRACT #12-19-177 <i>2/14/2021</i> <i>2-16-21</i>	C-15- -703-907	4,733.2100	4,733.21
TOTAL				4,733.21

CITY OF CAMDEN
PURCHASING BUREAU
2021 FEB -9 PM 3:55

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Department Head

Date

Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

Range of Accounts: C-15- -703-907 to C-15- -703-907 Include Cap Accounts: Yes As of: 02/09/21
Current Period: 01/01/15 to 02/09/21 Skip Zero Activity: Yes
Audit Report Type: Standard
Note: Transaction Beginning Balance includes all Adds/Changes occurring on or prior to the As of date
* Transaction is included in Previous and/or Begin Balance ** Transaction is not included in balance
En = PO Line Item First Encumbrance Date BC = Blanket Control BS = Blanket Sub

Account No	Description		Adopted	Amended	Transfers	Modified	Balance YTD	%used	Trans Amount	Trans Balance	User
Date	Transaction Data/Comment		Expended YTD	Encumber YTD	Reimbrsd YTD	Canceled	Unexpended				
			Expended Curr		Reimbrsd Curr	Pd/Chrgd YTD					
					Vendor/Reference						
C-15- -703-907 MC-4888 IMPROVEMENT/ VARIOUS FIREHOUSES											
Begin Balance: 01/01/15			2,370,000.00	0.00	0.00	2,370,000.00	237,666.15	90	2,370,000.00		
03/03/16	PO 16-01178 2 Paid Ck	802	INVOICE 0408T182-1 NOV 12, 2015	REMO2	REMINGTON & VERNICK		En 09/29/15	628.00-	2,369,372.00	DB8	
03/03/16	PO 16-01178 3 Paid Ck	802	INVOICE 0408T182-2 DEC 10, 2015	REMO2	REMINGTON & VERNICK		En 09/29/15	3,350.50-	2,366,021.50	DB8	
04/22/16	PO 16-00503 2 Paid Ck	811	PAYMENT #1	GAU02	GAUDELLI BROS, INC		En 07/28/15	96,532.20-	2,269,489.30	AC	
04/29/16	PO 16-02743 1 Paid Ck	813	REMOVE AND DISPOSE OF ASBESTOS	ALL43	ALL RISK PROPERTY		En 04/12/16	1,750.00-	2,267,739.30	DB8	
05/06/16	PO 16-01178 4 Paid Ck	815	INVOICE #0408T182-3 01/15/2016	REMO2	REMINGTON & VERNICK		En 09/29/15	5,626.00-	2,262,113.30	DB8	
05/06/16	PO 16-01178 5 Paid Ck	815	INVOICE#20408T182-4 02/11/2016	REMO2	REMINGTON & VERNICK		En 09/29/15	2,630.00-	2,259,483.30	DB8	
05/06/16	PO 16-01178 6 Paid Ck	815	INW# 0408T182-5 03/10/2016	REMO2	REMINGTON & VERNICK		En 09/29/15	10,165.29-	2,249,318.01	DB8	
08/12/16	PO 16-02244 2 Paid Ck	903	PAYMENT #1	MOR01	MORE CONSULTING CORP		En 02/08/16	94,978.07-	2,154,339.94	DB8	
08/25/16	PO 16-01178 7 Deleted		VARIOUS INVOICE NO #0408T182-6	REMO2	REMINGTON & VERNICK		En 09/29/15	107,581.25 **	2,154,339.94	LG	
08/26/16	PO 16-01178 8 Paid Ck	906	INW#0408T182-6 APRIL 11, 2016	REMO2	REMINGTON & VERNICK		En 09/29/15	8,415.00-	2,145,924.94	DB8	
08/26/16	PO 16-01178 9 Paid Ck	906	INW#0408T182-7 MAY 11, 2016	REMO2	REMINGTON & VERNICK		En 09/29/15	13,233.75-	2,132,691.19	DB8	
08/26/16	PO 16-01178 10 Paid Ck	906	INW#0408T182-8 JUNE 8, 2016	REMO2	REMINGTON & VERNICK		En 09/29/15	15,277.50-	2,117,413.69	DB8	
08/26/16	PO 16-01178 11 Paid Ck	906	INW#0408T182-9 JULY 14, 2016	REMO2	REMINGTON & VERNICK		En 09/29/15	40,073.75-	2,077,339.94	DB8	
09/02/16	PO 16-00503 3 Paid Ck	908	PAYMENT #2	GAU02	GAUDELLI BROS, INC		En 07/28/15	109,712.57-	1,967,627.37	DB8	
11/04/16	PO 16-01178 12 Paid Ck	916	INVOICE #0404T182-11	REMO2	REMINGTON & VERNICK		En 09/29/15	148.00-	1,967,479.37	AC	
11/23/16	PO 16-00503 4 Paid Ck	920	PAYMENT #3	GAU02	GAUDELLI BROS, INC		En 07/28/15	29,288.83-	1,938,190.54	AC	
12/02/16	PO 16-01178 13 Paid Ck	921	JULY 14, 2016 INV #0408T182-9	REMO2	REMINGTON & VERNICK		En 09/29/15	19,193.75-	1,918,996.79	AC	
12/02/16	PO 16-01178 14 Paid Ck	921	AUGUST 11, 2016 #0408T182-10	REMO2	REMINGTON & VERNICK		En 09/29/15	1,449.46-	1,917,547.33	AC	
01/09/17	PO 16-00503 1 Void		FIRE HVAC INSTALLATION	GAU02	GAUDELLI BROS, INC		En 07/28/15	41,159.59 **	1,917,547.33	VID	
01/13/17	PO 16-00503 5 Paid Ck	923		GAU02	GAUDELLI BROS, INC		En 07/28/15	4,806.81-	1,912,740.52	DB8	
04/07/17	PO 16-01178 15 Paid Ck	934	#0408T182-10 AUGUST 11, 2016	REMO2	REMINGTON & VERNICK		En 09/29/15	9,938.04-	1,902,802.48	DB8	
05/10/17	PO 17-02663 1 Open		AWARD OF PROFESSIONAL SERVICES	GRA37	GRANT ENGINEERS & CONSTRUCTION		BC	144,113.28-	1,758,689.20	AC	
06/09/17	PO 16-01178 1 Paid Ck	937	Request for Proposal RFP#15-21	REMO2	REMINGTON & VERNICK		En 09/29/15	61.96-	1,758,627.24	DB8	
08/04/17	PO 16-02244 1 Paid Ck	942	BID #16-01	MOR01	MORE CONSULTING CORP		En 02/08/16	19,021.93-	1,739,605.31	AC	

Account NO	Description	Adopted	Amended	Transfers	Modified	Balance YTD	%used	Trans Amount	Trans Balance	User
Date	Transaction Data/Comment	Expended YTD	Encumber YTD	Reimbrsd YTD	Canceled	Unexpended				
		Expended Curr		Reimbrsd Curr	Pd/Chrgd YTD					
				Vendor/Reference						
C-15- -703-907 MC-4888 IMPROVEMENT/ VARIOUS FIREHOUSES Continued										
08/04/17	PO 17-02422	1 Paid Ck	942	CHANGE ORDER #1 AND FINAL	MOR01	MORE CONSULTING CORP	En 04/19/17	18,200.01-	1,721,405.30	AC
09/15/17	PO 17-01679	2 Paid Ck	945	PAYMENT #1	PRE27	PREMIER ENTERPRISES LLC DBA	En 01/04/17	67,311.30-	1,654,094.00	DB8
09/22/17	PO 17-02663	2 Paid Ck	946	INVOICE #15319	GRA37	GRANT ENGINEERS & CONSTRUCTION	En 05/10/17 BS	17,496.00-	1,636,598.00	DB8
09/22/17	PO 17-02663	3 Paid Ck	946	INVOICE #15342	GRA37	GRANT ENGINEERS & CONSTRUCTION	En 05/10/17 BS	11,664.00-	1,624,934.00	DB8
10/17/17	PO 18-01197	1 Open		AWARD OF CONTRACT	LEV01	LEVY CONSTRUCTION CO	En 11/21/16 BC	12,043.21-	1,612,890.79	VD
11/17/17	PO 17-01454	2 Paid Ck	947	INVOICE #1-4	BER04	BERNAL MECHANICAL CONTRACTORS	En 11/21/16	85,260.00-	1,527,630.79	DB8
11/22/17	PO 17-02663	4 Paid Ck	949	INVOICE #15358	GRA37	GRANT ENGINEERS & CONSTRUCTION	En 05/10/17 BS	14,580.00-	1,513,050.79	DB8
12/21/17	PO 17-01679	1 Void		AWARD OF CONTRACT TO:	PRE27	PREMIER ENTERPRISES LLC DBA	En 01/04/17	8,715.00 **	1,513,050.79	VD
12/22/17	PO 17-01679	3 Paid Ck	950		PRE27	PREMIER ENTERPRISES LLC DBA	En 01/04/17	1,373.70-	1,511,677.09	DB8
01/26/18	PO 17-01680	2 Paid Ck	952	PAYMENT #1	MOR01	MORE CONSULTING CORP	En 01/04/17	35,798.22-	1,475,878.87	AC
03/29/18	PO 17-01680	3 Paid Ck	955	INVOICE #2	MOR01	MORE CONSULTING CORP	En 01/04/17	9,296.63-	1,466,582.24	DB8
04/27/18	PO 18-01197	2 Paid Ck	956	PAYMENT #1	LEV01	LEVY CONSTRUCTION CO	En 10/17/17 BS	25,578.00-	1,441,004.24	AC
04/27/18	PO 18-01198	2 Paid Ck	956	PAYMENT #1	LEV01	LEVY CONSTRUCTION CO	En 10/17/17	69,109.60-	1,371,894.64	AC
05/18/18	PO 17-01454	1 Paid Ck	958	AWARD OF CONTRACT	BER04	BERNAL MECHANICAL CONTRACTORS	En 11/21/16	1,740.00-	1,370,154.64	DB8
05/18/18	PO 17-02663	5 Paid Ck	959	INVOICE #15438	GRA37	GRANT ENGINEERS & CONSTRUCTION	En 05/10/17 BS	38,330.27-	1,331,824.37	DB8
05/18/18	PO 18-01093	1 Paid Ck	958	CHANGE ORDER #1	BER04	BERNAL MECHANICAL CONTRACTORS	En 10/04/17	14,984.20-	1,316,840.17	DB8
05/18/18	PO 18-01093	2 Paid Ck	958	PARTIAL PMT 20f2 PO-17-01454	BER04	BERNAL MECHANICAL CONTRACTORS	En 05/17/18	305.80-	1,316,534.37	DB8
05/25/18	PO 18-01197	3 Paid Ck	960	PAYMENT #2	LEV01	LEVY CONSTRUCTION CO	En 10/17/17 BS	59,878.00-	1,256,656.37	DB8
05/25/18	PO 18-01198	3 Paid Ck	960	PAYMENT #2	LEV01	LEVY CONSTRUCTION CO	En 10/17/17	162,641.78-	1,094,014.59	DB8
06/29/18	PO 18-01197	4 Paid Ck	962	PAYMENT #3	LEV01	LEVY CONSTRUCTION CO	En 10/17/17 BS	42,458.50-	1,051,556.09	DB8
06/29/18	PO 18-01198	4 Paid Ck	962	PAYMENT #3	LEV01	LEVY CONSTRUCTION CO	En 10/17/17	284,419.52-	767,136.57	DB8
07/20/18	PO 17-02663	6 Paid Ck	964	INVOICE #15449	GRA37	GRANT ENGINEERS & CONSTRUCTION	En 05/10/17 BS	34,585.11-	732,551.46	DB8
07/20/18	PO 17-02663	7 Paid Ck	964	INVOICE #15463	GRA37	GRANT ENGINEERS & CONSTRUCTION	En 05/10/17 BS	12,589.28-	719,962.18	DB8
07/20/18	PO 18-01197	5 Paid Ck	965	PAYMENT #4	LEV01	LEVY CONSTRUCTION CO	En 10/17/17 BS	55,698.30-	664,263.88	DB8
08/10/18	PO 18-01198	5 Paid Ck	969	PAYMENT #4	LEV01	LEVY CONSTRUCTION CO	En 10/17/17	247,972.72-	416,291.16	DB8
09/14/18	PO 17-02663	8 Paid Ck	972	INVOICE #15476	GRA37	GRANT ENGINEERS & CONSTRUCTION	En 05/10/17 BS	9,206.97-	407,084.19	DB8
10/05/18	PO 18-01197	6 Paid Ck	973	PAYMENT #5	LEV01	LEVY CONSTRUCTION CO	En 10/17/17 BS	16,125.90-	390,958.29	AC
10/05/18	PO 18-01198	6 Paid Ck	973	PAYMENT #5	LEV01	LEVY CONSTRUCTION CO	En 10/17/17	13,092.80-	377,865.49	AC
11/09/18	PO 17-01680	1 Paid Ck	975	AWARD OF CONTRACT TO:	MOR01	MORE CONSULTING CORP	En 01/04/17	18,613.95-	359,251.54	AC
12/14/18	PO 18-01197	7 Paid Ck	977	PAYMENT #6	LEV01	LEVY CONSTRUCTION CO	En 10/17/17 BS	12,064.28-	347,187.26	DB8
01/11/19	PO 18-01197	8 Paid Ck	979	PROJECT NOS: 07-18-138 #7	LEV01	LEVY CONSTRUCTION CO	En 10/17/17 BS	89,513.20-	257,674.06	DB8
01/16/19	Reimbursement	REIM	PO# 18-01197 & CHG PO# 19-00850		Reference 9832 1		89,513.20	347,187.26	DPC	
03/22/19	PO 18-01198	8 Paid Ck	980	PAYMENT #6 11/16/18	LEV01	LEVY CONSTRUCTION CO	En 10/17/17	20,817.59-	326,369.67	DB8
03/22/19	PO 18-01198	9 Paid Ck	980	PAYMENT #7 1/29/19	LEV01	LEVY CONSTRUCTION CO	En 10/17/17	10,275.30-	316,094.37	DB8
04/05/19	PO 17-02663	9 Paid Ck	981	INV#15497 8/24/18	GRA37	GRANT ENGINEERS & CONSTRUCTION	En 05/10/17 BS	8,829.44-	307,264.93	DB8

Account No	Description		Adopted	Amended	Transfers		Modified	Balance YTD		Trans Amount	Trans Balance	User
Date	Transaction Data/Comment	Expended YTD	Encumber YTD	Reimbrsd YTD	Reimbrsd Curr	Canceled	Unexpended	%used				
C-15- -703-907 MC-4888 IMPROVEMENT/ VARIOUS FIREHOUSES Continued												
04/05/19	PO 17-02663	10 Paid Ck	981	GR37	GRANT ENGINEERS & CONSTRUCTION	En 05/10/17	BS	5,735.88-	301,529.05			DOB
				INV#15511	10/4/18							
06/14/19	PO 18-01197	9 Paid Ck	983	LEV01	LEVY CONSTRUCTION CO	En 10/17/17	BS	7,971.26-	293,557.79			DOB
06/14/19	PO 18-01198	10 Paid Ck	983	LEV01	LEVY CONSTRUCTION CO	En 10/17/17		8,248.26-	285,309.53			DOB
08/02/19	PO 17-02663	11 Paid Ck	984	GRA37	GRANT ENGINEERS & CONSTRUCTION	En 05/10/17	BS	5,424.77-	279,884.76			DOB
				INV#15625	4/30/19							
02/26/20	PO 20-02061	2 Open		CIR06	CIRCLE 3, LLC		BC	15,550.00-	264,334.76			DPC
06/18/20	PO 20-02695	1 Open		CIR06	CIRCLE 3, LLC		BC	324.02-	264,010.74			AC
09/03/20	PO 18-01197	10 Paid Ck	996	LEV01	LEVY CONSTRUCTION CO	En 10/17/17	BS	2,219.35-	261,791.39			DPC
				INV 8 & FINAL								
09/03/20	PO 18-01198	1 Void		LEV01	LEVY CONSTRUCTION CO	En 10/17/17		31,624.17 **	261,791.39			VID
09/03/20	PO 18-01198	11 Paid Ck	996	LEV01	LEVY CONSTRUCTION CO	En 10/17/17		8,248.26-	253,543.13			DPC
10/16/20	PO 20-02695	2 Paid Ck	1000	CIR06	CIRCLE 3, LLC	En 06/18/20	BS	15,876.98-	237,666.15			SNH
				PAYMENT #2	9/22/20							
Control: NOC												
	Total		2,370,000.00		0.00	0.00	2,370,000.00	237,666.15	90			
			2,049,816.54		172,030.51		89,513.20	0.00	409,696.66			
			2,049,816.54				89,513.20	2,132,333.85				
Department: 703												
	Total		2,370,000.00		0.00	0.00	2,370,000.00	237,666.15	90			
			2,049,816.54		172,030.51		89,513.20	0.00	409,696.66			
			2,049,816.54				89,513.20	2,132,333.85				
CAFR:												
	Total		2,370,000.00		0.00	0.00	2,370,000.00	237,666.15	90			
			2,049,816.54		172,030.51		89,513.20	0.00	409,696.66			
			2,049,816.54				89,513.20	2,132,333.85				
Fund: 15												
	Budgeted Total		2,370,000.00		0.00	0.00	2,370,000.00	237,666.15	90			
			2,049,816.54		172,030.51		89,513.20	0.00	409,696.66			
			2,049,816.54				89,513.20	2,132,333.85				
Fund: 15												
	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: 15												
	Total		2,370,000.00		0.00	0.00	2,370,000.00	237,666.15	90			
			2,049,816.54		172,030.51		89,513.20	0.00	409,696.66			
			2,049,816.54				89,513.20	2,132,333.85				

Account No	Description		Adopted		Amended		Transfers		Modified		Balance YTD %Used		Trans Amount	Trans Balance	User
	Expended YTD	Expended Curr	Encumber YTD	Reimbrsd YTD	Reimbrsd Curr	Canceled Pd/Chrgd YTD	Unexpended								
Date	Transaction Data/Comment														
Final Budgeted	2,370,000.00		0.00	0.00	0.00	2,370,000.00	237,666.15	90							
	2,049,816.54		172,030.51	89,513.20		0.00	409,696.66								
	2,049,816.54			89,513.20		2,132,333.85									
Final Non-Budgeted	0.00		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		0.00									
Final Total	2,370,000.00		0.00	0.00	0.00	2,370,000.00	237,666.15	90							
	2,049,816.54		172,030.51	89,513.20		0.00	409,696.66								
	2,049,816.54			89,513.20		2,132,333.85									

**Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form**

Department: **Planning & Development** Revised: 2/9/21
Capital Improvements/Project Management

Grant Administrator: Tytanya C. Ray Grant Administrator #: 757-7628

Grant/Project Name:		Rehabilitation of Six (6) Fire Houses Rehabilitation of Firehouse Squad 7 @ 1115 Kaighn Ave.			
Grant #:					
City Contract Date:		Pending	City Contract #:		Pending
Application Resolution #:			Appropriation Code #:		C-15-703-907 G-BG-F19-006
Funding Source:					
Pass Through:	Y	N	Source:	US Dept of Homeland Security	
Amount of Grant:		G-BG-F19-006 \$350,000.00 C-15-703-907 \$ 15,550.00 \$365,550.00 (squad 7, Kaighn Ave)			
Local Match:	N	N	Cash:		In-Kind
Budget Insertion Resolution # & Date:		Pending	Accepting Grant Resolution # MC:		Pending
Term of Grant:		Pending	Location of Activity:		See Project Limits
Date of Analysis:		2/9/21	Reviewed By:		Tytanya C. Ray

Summary: 2/9/2021: Seeking Council approval at the Next Scheduled meeting for Change Order #2 in the amount of \$4,733.21 to Contract #12-19-177, with Circle 3, LLC for Improvements to Fire Station #7 (1115 Kaighn Ave).

Original Contract Amount	\$365,550.00
Change Order #1	16,201.00
Change Order #2	<u>4,733.21</u>
New Contract Amount	\$386,484.21

1/20/21: Forwarding invoice #3 to Circle 3, LLC for work in connection with the Rehabilitation of Firehouse Squad 7 @ Kaighn Avenue project. Please disburse as follows:

• G-BG-F19-006	\$63,095.80
• C-15-703-907	<u>\$15,353.20</u>
TOTAL PAY	\$78,449.00

9/22/20: Please pay invoice to #2 to Circle 3, LLC for work in connection with the project. Payment to be disbursed as follows:

• G-BG-F19-006, P.O. #20-02061	\$88,503.80
• C-15-703-907, P.O. #20-02695	<u>\$15,876.98</u>
TOTAL PAY	\$104,380.78

4/21/20: Transmitting construction invoice #1 in the amount of \$191,286.20 to Circle 3, LLC for work in connection with the Rehabilitation of Firehouse Squad 7 @ Kaighn Avenue project.

**Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form**

8/1/19: Please pay CM invoice #15625 in amount of \$5,424.77 to Grant Engineers for Professional Services in connection with the Installation of Additional HVAC Units and Removal of Abandoned Units and Boiler at the 3rd and Federal Street Firehouse.

4/2/19: Forwarding the following invoices to Grant Engineers for Professional Services in connection with the Installation of Additional HVAC Units and Removal of Abandoned Units and Boiler at the 3rd and Federal Street Firehouse:

- Invoice #15497 in amount of \$8,829.44
 - Invoice #15511 in amount of \$5,735.88
- TOTAL \$14,565.32

9/6/18: Transmitting CM invoice #15476 in the amount of \$9,206.97 to Grant Engineers for Professional Services in connection with the project.

7/13/18: Please pay CM invoice #15463 in amount of \$12,589.28 to Grant Engineers for Professional Services in connection with the Installation of Additional HVAC Units and Removal of Abandoned Units and Boiler at the 3rd and Federal Street Firehouse.

6/26/18: CM invoice #15449 in amount of \$34,585.11 to Grant Engineers for Professional Services in connection with the project.

5/15/18: Construction Management invoice #15438 in the amount of \$38,330.27 to Grant Engineers for Professional Services in connection with the Installation of Additional HVAC Units and Removal of Abandoned Units and Boiler at the 3rd and Federal Street Firehouse.

11/17/17: Forwarding CM invoice #15358 in the amount of \$14,580.00 to Grant Engineers for Professional Services in connection with the project.

10/2/17: Council approval is requested as a walk on for the October 10, 2017 meeting for Change Order #1 with Bernal Mechanical Contractors, for Installation of Additional HVAC Units and Removal of Abandoned Units and Boiler at the 3rd and Federal Street Firehouse.

Original Contract Amount \$87,000.00
Change Order #1 15,290.00
New Contract Total \$102,290.00

9/18/17: In connection with the project, the following CM invoices are being submitted for payment to Grant Engineers:

- Invoice #15319 in amount of \$17,496.00
 - Invoice #15342 in amount of \$11,664.00
- Total \$29,160.00

6/7/17: Transmitting final payment in the amount of \$61.96 to R&V for Professional Engineering Services in connection with the project.

**Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form**

4/19/17: Council approval is requested at the June 13, 2017 Council meeting to award a Professional Services contract to Grant Engineers of Newark, NJ for Construction Management and Administration of Camden Firehouse Roof Replacement and Rehabilitation at the following locations:

- Contract 1 (Engine 10 & 11)
- Contract 2 (Engine 9, 10 & 11)
- Contract 3 (Liberty Station & Headquarters)

4/12/17: Seeking Council authorization of Change Order #1 and final for contract #2-16-125 in the amount of \$18,200.01 with More Roofing, Inc., in connection with Replacement of the Roof at 3 North 27th Street Firehouse (Engine #9).

4/6/17: Transmitting payment in the amount of \$9,938.04 to R&V for Professional Engineering Services in connection with the Rehabilitation of Six (6) Firehouse project.

1/6/17: Forwarding payment #4 and final (release of retainage) in the amount of \$4,806.81 to Gaudelli Brothers, Inc. for Installation of New HVAC Package Units and Boiler at 3rd and Federal Street Firehouse. Closeout balance of P.O. 16-00503 (41,159.59).

12/15/16: Council approval is requested at the Next Scheduled Meeting for the following:

- Award of contract to Premier Roofing for Roof Replacement at Firehouse located at 2500 Morgan Blvd (Engine 10). \$77,400.00
- Award of contract More Consulting for Roof Replacement at Firehouse located at 901 N. 27th Street (Engine 11). \$63,708.80

11/21/16: Transmitting invoice #3 in the amount of \$29,288.83 to Gaudelli Brothers, Inc. for Installation of New HVAC Package Units and Boiler at 3rd and Federal Street Firehouse.

11/2/16: Transmitting invoice #0404T182-11 to R&V in the amount of \$148.00 for Professional Engineering Services in connection Rehabilitation of Six (6) Firehouses project.

8/30/16: Forwarding payment #2 in the amount of \$109,712.57 to Gaudelli Brothers, Inc., in connection with the Installation of New HVAC Package Units and Boiler at 3rd and Federal Street Firehouse project.

8/15/16: Transmitting payment in the amount of \$107,581.25 to R&V for Professional Engineering Services in connection with the project. Pay amount is comprised of the following invoices:

- Invoice #0408T182-6 in amount of \$8,415.00
- Invoice #0408T182-7 in amount of \$13,233.75
- Invoice #0408T182-8 in amount of \$15,277.50
- Invoice #0408T182-9 in amount of \$59,267.50
- Invoice #0408T182-10 in amount of \$11,387.50

4/14/16: Transmitting payment in the amount of \$18,421.29 to Remington & Vernick. The following invoices make up total payment due:

- Invoice #0408T182-3 in amount of \$5,626.00
- Invoice #0408T182-4 in amount of \$2,630.00

Department of Planning & Development- Office of Capital Improvements/Project Management
 Grant Summary Form

- Invoice #0404T182-5 in amount of \$10,165.29

2/25/16: Forwarding the following in connection with the project:

- Professional Services payment #1 (invoice #0408T182-1) in the amount of \$628.00 to R&V
- Professional Services payment #2 (invoice #0404T18202) in the amount of \$3,350.50 to R&V

7/29/15: Advertising for receipt of bids for Professional Engineering services in connection with the Rehabilitation of Six (6) Fire Houses project.

Project Limits:

1301 Broadway Ladder 2, Engine 8, Engine 10, Rescue 1

1115 Kaighn Avenue- Engine 7

2500 Morgan Blvd- Ladder 4 & Engine 3

3 North 27th Street- Ladder 3 & Engine 9

4 North 3rd Street- Ladder 1, Engine 1, Engine 2, & Engine 6

901 North 27th Street- Engine 11

Timelines: pending

Problem Areas/Recommendations: N/A

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)

**CITY OF CAMDEN
CHANGE ORDER NUMBER - 2**

Project:	Contract 31410 21- Kaighn Ave. Fire House #7 Rehabilitation
Municipality:	City of Camden
County:	Camden County
Contractor:	Circle 3 LLC.

In accordance with the project Supplementary Specification, the following are changes in the contract.
 Location and Reason for Change - The Oil-Water Separator required additional parts to provide proper elevation and slope for use. In addition, Item 3X is the Contract adjustment for the Gas Meter Relocation from PSE&G. Due to an error in the bid award amount, along with extra costs imposed by PSE&G for the installation of the gas meter, the allowance is adjusted to \$4,073.21.

<u>REDUCTIONS</u>					
<u>Item No.</u>	<u>Description</u>	<u>Qty (+/-)</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
TOTAL REDUCTIONS:					\$ -
<u>SUPPLEMENTAL WORK</u>					
<u>Item No.</u>	<u>Description</u>	<u>Qty (+/-)</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
TOTAL SUPPLEMENTAL WORK:					\$ -
<u>EXTRA WORK</u>					
<u>Item No.</u>	<u>Description</u>	<u>Qty (+/-)</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
2X	Oil-Water Extension	1	LS	\$ 660.00	\$ 660.00
3X	Gas Meter Allowance Contract Adjustment	1	LS	\$ 4,073.21	\$ 4,073.21
TOTAL EXTRA WORK:					\$ 4,733.21

Amount of Original Contract	\$365,550.00	Extra	\$ 4,733.21
Adjusted Amount Based on Change Order #1	\$381,751.00	Supplemental	\$ -
Adjusted Amount Based on Change Order #2	\$386,484.21	Reduction	\$ -
% Change in Contract <small>(Increase or (-) Decrease)</small>	11%	Total Change of Change Order	\$ 4,733.21
	5.7%		

 (Engineer) (Date)

 (Camden City Presiding Officer) (Date)

Approved: _____
 (Camden City Engineer) (Date)

Circle 3 LLC
 (Contractor) *Diana Pels* 1/13/2020
 (Date)

03-09-21

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMDEN
WAIVING THE REQUIREMENTS OF § 840-3B
(PERMITS TO DISCONTINUE USE OF LINE) OF THE CITY CODE**

WHEREAS, in Fall 2020 Camden County received \$15 million of State funds for the demolition of abandoned, blighted residential properties throughout Camden ("Project"). The Camden County Improvement Authority (CCIA) will manage the Project; and

WHEREAS, on October 13, 2020, the City Council of the City of Camden approved Resolution MC-20: "Resolution Authorizing the City of Camden to Enter Into A Shared Services Agreement Between Camden County and the City of Camden for the Provision of Residential Properties Demolition Services in Camden"; and

WHEREAS, to date, 300 residential properties City-wide are anticipated to be demolished. To effectuate this large scale Project, the City Administration requests City Council's waiver of the City Code § 840-3B requirement for residential demolitions that the water service line be permanently abandoned at the water main; and

WHEREAS, the waiver of the requirements of § 840-3B is necessary in order to: (a) maximize the funds available to be applied toward the demolition of properties identified by the City as an "imminent hazard" due to "danger of failure or collapse" and other similar dangerous conditions for the public; (b) facilitate the efficient and immediate demolition of the City-targeted properties; and (c) minimize street closures for street openings and related residential traffic, parking and towing of vehicles disruption; and potential road resurfacing issues during the current COVID-19 emergency pandemic and wintertime conditions; and


WHEREAS, instead, for all the above extraordinary reasons, the water disconnections for this Project only will take place at the curb, unless such connection cannot be properly completed, in which case the disconnection is to take place at the main and subject to all the provisions of City Code § 840-3B. The City will request/require the CCIA to provide a list of water disconnects to the City and American Water Contract Services; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that, for all of the above extraordinary reasons, the City Code § 840-3B requirement for residential demolitions that the water service line be permanently abandoned at the water main is hereby waived.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: March 9, 2020
--

TO: City Council

FROM: Jason J. Asuncion, Esq., Business Administrator

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMDEN WAIVING THE REQUIREMENTS OF § 840-3B (PERMITS TO DISCONTINUE USE OF LINE) OF THE CITY CODE

BRIEF DESCRIPTION OF ACTION: In Fall 2020 Camden County received \$15 million of State funds for the demolition of abandoned, blighted residential properties throughout Camden ("Project"). The Camden County Improvement Authority (CCIA) will managed the Project. On October 13, 2020, the City Council of the City of Camden approved Resolution MC-20: "Resolution Authorizing the City of Camden to Enter Into A Shared Services Agreement Between Camden County and the City of Camden for the Provision of Residential Properties Demolition Services in Camden" To date, 300 residential properties City-wide are anticipated to be demolished. To effectuate this large scale Project, the City Administration requests City Council's waiver of the City Code § 840-3B requirement for residential demolitions that the water service line is to be permanently abandoned at the water main.

The waiver of the requirements of § 840-3B is necessary in order to: (a) maximize the funds available to be applied toward the demolition of properties identified by the City as "imminent hazard" due to "danger of failure or collapse" and other similar dangerous conditions for the public; (b) facilitate the efficient and immediate demolition of the City-targeted properties; and (c) minimize street closures for street openings and related residential traffic, parking and towing of vehicles disruption; and potential road resurfacing issues during the current COVID-19 emergency pandemic and wintertime conditions.

Instead, for all the above extraordinary reasons, the water disconnections for this Project only will take place at the curb, unless such connection cannot be properly completed, in which case the disconnection is to take place at the main and subject to all the provisions of City Code § 840-3B. The City will request/require the CCIA to provide a list of water disconnects to the City and American Water Contract Services so that they can input such information into its GIS. Thus, when future projects take place at a former demolition site from this Project, an accurate record of live services and live disconnects at the curb is available for contractors to take notice of.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): *(If applicable)* Not applicable

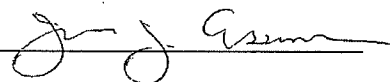
AMOUNT: *(If applicable)*

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******

☐ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	2-25-21	
Received by City Attorney:	_____	_____

	(Name) Please Print	(Extension #)
Prepared By:	_____	_____
Contact Person:	_____	_____

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******

03-09-21

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMDEN
WAIVING THE REQUIREMENTS OF § 675-25D (PERMITS REQUIRED
FOR CONNECTIONS AND DISCONNECTIONS) OF THE CITY CODE**

WHEREAS, in Fall 2020 Camden County received \$15 million of State funds for the demolition of abandoned, blighted residential properties throughout Camden ("Project"). The Camden County Improvement Authority (CCIA) will manage the Project; and

WHEREAS, on October 13, 2020, the City Council of the City of Camden approved Resolution MC-20: "Resolution Authorizing the City of Camden to Enter Into A Shared Services Agreement Between Camden County and the City of Camden for the Provision of Residential Properties Demolition Services in Camden"; and

WHEREAS, to date, 300 residential properties City-wide are anticipated to be demolished. To effectuate this large scale Project, the City Administration requests City Council's waiver of the City Code § 675-25D (Permits Required for Connections and Disconnections) requirement for residential demolitions that the sewer lateral be permanently abandoned at the sewer main; and

WHEREAS, the waiver of the requirements of § 675-25D is necessary in order to: (a) maximize the funds available to be applied toward the demolition of properties identified by the City as an "imminent hazard" due to "danger of failure or collapse" and other similar dangerous conditions for the public; (b) facilitate the efficient and immediate demolition of the City-targeted properties; and (c) minimize street closures for street openings and related residential traffic, parking and towing of vehicles disruption; and potential road resurfacing issues during the current COVID-19 emergency pandemic and wintertime conditions; and

WHEREAS, instead, for all the above extraordinary reasons, the sewer disconnections for this Project only will take place at the curb, unless such connection cannot be properly completed, in which case the disconnection is to take place at the main and subject to all the provisions of City Code § 675-25D. The City will request/require the CCIA to provide a list of sewer disconnects to the City and American Water Contract Services; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that, for all of the above extraordinary reasons, the City Code § 675-25D requirement for residential demolitions that the sewer lateral be permanently abandoned at the sewer main is hereby waived.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: March 9, 2020
--

TO: City Council

FROM: Jason J. Asuncion, Esq., Business Administrator

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMDEN WAIVING THE REQUIREMENTS OF § 675-25D (PERMITS REQUIRED FOR CONNECTIONS AND DISCONNECTIONS) OF THE CITY CODE

BRIEF DESCRIPTION OF ACTION: In Fall 2020 Camden County received \$15 million of State funds for the demolition of abandoned, blighted residential properties throughout Camden ("Project"). The Camden County Improvement Authority (CCIA) will managed the Project. On October 13, 2020, the City Council of the City of Camden approved Resolution MC-20: "Resolution Authorizing the City of Camden to Enter Into A Shared Services Agreement Between Camden County and the City of Camden for the Provision of Residential Properties Demolition Services in Camden" To date, 300 residential properties City-wide are anticipated to be demolished. To effectuate this large scale Project, the City Administration requests City Council's waiver of the City Code § 675-25D requirement for residential demolitions that the sewer lateral is to be permanently abandoned at the sewer main.

The waiver of the requirements of § 675-25D is necessary in order to: (a) maximize the funds available to be applied toward the demolition of properties identified by the City as "imminent hazard" due to "danger of failure or collapse" and other similar dangerous conditions for the public; (b) facilitate the efficient and immediate demolition of the City-targeted properties; and (c) minimize street closures for street openings and related residential traffic, parking and towing of vehicles disruption; and potential road resurfacing issues during the current COVID-19 emergency pandemic and wintertime conditions.

Instead, for all the above extraordinary reasons, the sewer disconnections for this Project only will take place at the curb, unless such connection cannot be properly completed, in which case the disconnection is to take place at the main and subject to all the provisions of City Code § 675-25D. The City will request/require the CCIA to provide a list of sewer disconnects to the City and American Water Contract Services so that they can input such information into its GIS. Thus, when future projects take place at a former demolition site from this Project, an accurate record of live services and live disconnects at the curb is available for contractors to take notice of.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): *(If applicable)* Not applicable

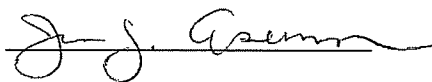
AMOUNT: *(If applicable)*

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*****

☐ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	2-25-21	
Received by City Attorney:	_____	_____

	(Name) Please Print	(Extension #)
Prepared By:	_____	_____
Contact Person:	_____	_____

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

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

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

MBS:dh
03-09-21

**RESOLUTION AWARDING A CONTRACT FOR PROFESSIONAL SERVICES TO
WEIR & PARTNERS, LLP TO PROVIDE GENERAL LEGAL SERVICES
IN THE AMOUNT OF \$50,000.00**

WHEREAS, there exists a need to provide special counsel services to City of Camden for general litigation services; and

WHEREAS, pursuant to a Request for Proposal, a proposal was submitted by Weir & Partners, LLP, 20 Brace Road, Suite 200, Cherry Hill, NJ 08034 at a rate of \$175/hour for an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00) for a 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) "T-35-900-101", 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 Weir & Partners, LLP, 20 Brace Road, Suite 200, Cherry Hill, NJ 08034 for an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00) to provide special counsel services for general litigation, 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: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: March 9, 2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Office of Risk Management

Department Making Request: Risk Management

TITLE OF RESOLUTION:

RESOLUTION AWARDING A CONTRACT FOR PROFESSIONAL SERVICES TO WEIR & PARTNERS, LLP TO PROVIDE GENERAL LEGAL SERVICES IN THE AMOUNT OF \$50,000

BRIEF DESCRIPTION OF ACTION: To enter into a contract with Weir & Partners, LLP for the provision of general legal services

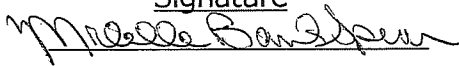
APPROPRIATION ACCOUNT TO BE CHARGED: T-35-900-101

AMOUNT OF PROPOSED CONTRACT: \$50,000.00



Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

*For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "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*

	<u>Date</u>	<u>Signature</u>
Approved by City Attorney:	<u>2/25/21</u>	<u></u>
Approved by Grants Management:	_____	_____
		(If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds		
Approved by Business Administrator:	_____	_____

<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By: <u>Zoraida Pagan</u>	<u>X7578</u>
Contact Person: <u>Michelle Banks-Spearman, City Attorney</u>	<u>X7170</u>

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

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

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

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	Weir & Partners, LLP
Purpose or Need for service:	General Legal Services
Contract Award Amount	T-35-900-101 \$50,000
Term of Contract	1 Year
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	
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

Number Assigned_____

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

REQUISITION	
NO.	C2100325

S H I P T O	OFFICE OF RISK MANAGEMENT 4TH FL CITY HALL P O BOX 95120 CAMDEN, NJ 08101
V E N D O R	VENDOR #: WEI12 WEIR & PARTNERS LLP 20 BRACE ROAD SUITE 200 CHERRY HILL,, NJ 08034

ORDER DATE: 02/25/21
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	TO ENTER INTO A CONTRACT WITH WEIR & PARTNERS TO PROVIDE GENERAL LEGAL SERVICES TO THE CITY OF CAMDEN	T-35- -900-101	50,000.0000	50,000.00
			TOTAL	50,000.00

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Maria Salas 2/25/21
Department Head Date

Maria Salas 2/25/21
Receiver of Goods Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

MBS:dh
03-09-21

**RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES
TO BROWN & CONNERY, LLP FOR GENERAL LEGAL SERVICES
IN THE AMOUNT OF \$100,000.00**

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

WHEREAS, pursuant to a Request for Proposal, a proposal was submitted by Brown & Connery, LLP, 360 Haddon Avenue, Westmont, NJ 08108 at the rate of \$165/hour for an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for a period of (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) "1-01-200-906", 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 Brown & Connery, LLP, 360 Haddon Avenue, Westmont, NJ 08108 for an amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to provide general legal services, 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: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: March 9, 2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Michelle Banks-Spearman, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES TO BROWN & CONNERY, LLP FOR GENERAL LITIGATION SERVICES IN THE AMOUNT OF \$100,000.00

BRIEF DESCRIPTION OF ACTION: This action is necessary to provide general legal services and ongoing litigation for the City of Camden Under RFP#20-21

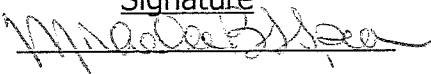
APPROPRIATION ACCOUNT TO BE CHARGED: 0-01-200-906

AMOUNT OF PROPOSED CONTRACT: \$100,000.00



Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

*For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "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*

	<u>Date</u>	<u>Signature</u>
Approved by City Attorney:	<u>2/25/21</u>	<u></u>
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds		(If applicable)
Approved by Business Administrator:	_____	_____

	<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By:	<u>Dionne Giles</u>	<u>X7170</u>
Contact Person:	<u>Michelle Banks-Spearman, City Attorney</u>	<u>X7170</u>

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

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

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

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

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

Municipality	Camden
Professional Service or EUS Type	Professional Service
Name of Vendor	Brown & Connery, LLP
Purpose or Need for service:	To provide general legal services and ongoing litigation matters for the City of Camden
Contract Award Amount	\$100,000 (\$165.00 per hour) \$125.00 (tech assistants) \$105.00 (law clerks & paralegals)
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.)	Advertised RFP #20-21
Were other proposals received? If so, please attach the names and amounts for each proposal received?	Yes. Capehart Scatchard -\$175.00 per hour \$150.00 Associates Weir & Partners LLP- \$175.00 per hour Eric M Bernstein & Associates LLC –125.00 per hour Marmero Law LLC –\$150.00 per hour

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_____

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

REQUISITION	
NO.	C2100323

S H I P	CITY ATTORNEY-4TH FLOOR PO BOX 95120 CAMDEN, NJ 08101-5120
T O	
V E N D O R	VENDOR #: BRO81 BROWN & CONNERY LLP 360 HADDON AVENUE PO BOX 539 WESIMONT, NJ 08108

ORDER DATE: 02/25/21
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROFESSIONAL LEGAL SERVICES FOR GENERAL LITIGATION AND ONGOING LITIGATION	1-01- -200-906	100,000.0000	100,000.00
			TOTAL	100,000.00

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

M. O. S. A. / 2 - 2/25/21
Department Head Date

M. J. B. B. 2/25/21

Receiver of Goods	Date
-------------------	------

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

**RESOLUTION AWARDING A CONTRACT FOR PROFESSIONAL SERVICES TO
CAPEHART SCATCHARD TO PROVIDE GENERAL LEGAL SERVICES
IN THE AMOUNT OF \$75,000.00**

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

WHEREAS, pursuant to a Request for Proposal, a proposal was submitted by Capehart Scatchard, 8000 Midlantic Drive, Mt. Laurel Township, NJ 08054 at a rate of \$175.00/hour for an amount not to exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for a 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) "1-01-200-906", 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 Capehart Scatchard, 8000 Midlantic Drive, Mt. Laurel Township, NJ 08054 for an amount not to exceed SEVENTYFIVE THOUSAND DOLLARS (\$75,000.00) to provide general counsel services for general litigation, 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: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: March 9, 2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Michelle Banks-Spearman, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION:

**RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES TO
CAPEHART SCATCHARD FOR GENERAL LEGAL SERVICES IN THE AMOUNT OF
\$75,000.00**

BRIEF DESCRIPTION OF ACTION: This action is necessary to provide general legal services and ongoing litigation for the City of Camden Under RFP#20-21.

APPROPRIATION ACCOUNT TO BE CHARGED: 0-01-200-906

AMOUNT OF PROPOSED CONTRACT: \$75,000.00



Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

*For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "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*

	<u>Date</u>	<u>Signature</u>
Approved by City Attorney:	<u>2/25/21</u>	<u>Michelle Banks-Spearman</u>
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds		(If applicable)
Approved by Business Administrator:	_____	_____

	<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By:	<u>Dionne Giles</u>	<u>X7170</u>
Contact Person:	<u>Michelle Banks-Spearman, City Attorney</u>	<u>X7170</u>

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

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

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

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

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

Municipality	Camden
--------------	--------

Professional Service or EUS Type	Professional Service
Name of Vendor	Capehart Scatchard
Purpose or Need for service:	To provide general legal services and ongoing litigation for the City of Camden
Contract Award Amount	\$75,000 (\$175.00) per hour (\$150.00) Associates
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.)	Advertised RFP #20-21
Were other proposals received? If so, please attach the names and amounts for each proposal received?	Yes. Brown & Connery -\$165.00 per hour Weir & Partners LLP- \$175.00 per hour Eric M Bernstein & Associates LLC –125.00 per hour Marmero Law LLC –\$150.00 per hour

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_____

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

REQUISITION	
NO.	c2100327

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

VENDOR #: CAP12

ORDER DATE: 02/25/21
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	GENERAL LEGAL SERVICES FOR LITIGATION AND ONGOING LITIGATION MATTERS. CONTRACT AMOUNT \$75,000	1-01- -200-906	10,000.0000	10,000.00
			TOTAL	10,000.00

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

M. O. B. B. B. 2/25/21
Department Head Date

M. O. B. B. B. 2/25/21
Receiver of Goods Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

MBS:dh
03-09-21

**RESOLUTION AWARDING CONTRACT FOR PROFESSIONAL SERVICES TO
DILWORTH & PAXSON, LLP TO PERFORM FORECLOSURE SERVICES**

WHEREAS, there exists a need to acquire legal services to perform foreclosures in the City of Camden for a period of one (1) year; and

WHEREAS, pursuant to a Request for Proposal, a proposal was submitted by Dilworth & Paxson, LLP, 457 Haddonfield Road, Suite 700, Cherry Hill, NJ 08002 for an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for a 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) "1-01-200-906", 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 Dilworth & Paxson, LLP, 457 Haddonfield Road, Suite 700, Cherry Hill, NJ 08002 for an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for a period of one (1) year to perform foreclosures 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 of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.



MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: March 9, 2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Michelle Banks-Spearman, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION:
RESOLUTION AWARDING CONTRACT FOR PROFESSIONAL SERVICES TO DILWORTH & PAXSON, LLP TO PERFORM FORECLOSURE SERVICES IN THE AMOUNT OF \$25,000.00

BRIEF DESCRIPTION OF ACTION: This action is necessary to perform foreclosure services for the City of Camden under RFP #20-20

APPROPRIATION ACCOUNT TO BE CHARGED: 0-01-200-906

AMOUNT OF PROPOSED CONTRACT: \$25,000.00

☒ Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)
For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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

	Date	Signature
Approved by City Attorney:	<u>2/25/21</u>	<u>Michelle Banks-Spearman</u>
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds		(If applicable)
Approved by Business Administrator:	_____	_____

(Name) Please Print	(Extension #)
Prepared By: <u>Dionne Giles</u>	<u>X7170</u>
Contact Person: <u>Michelle Banks-Spearman, City Attorney</u>	<u>X7170</u>

Please note that the Contact Person is the point person for providing pertinent information regarding request.
If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

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

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

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

Municipality	Camden
--------------	--------

Professional Service or EUS Type	Professional Service
Name of Vendor	Dilworth Paxson LLP
Purpose or Need for service:	Foreclosure Legal Services
Contract Award Amount	Amount not to exceed \$25,000 (\$350-850) per hour
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.)	Advertised RFP #20-20
Were other proposals received? If so, please attach the names and amounts for each proposal received?	Yes. Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi, Gill - \$150 per hour Marmero Law, LLC - \$150 per hour

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 _____

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

ORDER DATE: 02/25/21
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

ORDER DATE: 02/25/21
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

ORDER DATE: 02/25/21
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Michael Brown 2/25/21
 Receiver of Goods Date

Revised 6/2010

MBS:dh
03-09-21

**RESOLUTION AWARDING CONTRACT FOR PROFESSIONAL SERVICES TO
GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI, GILL TO
PERFORM FORECLOSURE SERVICES**

WHEREAS, there exists a need to acquire legal services to perform foreclosures in the City of Camden for a period of one (1) year; and

WHEREAS, pursuant to a Request for Proposal, a proposal was submitted by Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi, Gill , 660 New Road, Suite 1A, Northfield, NJ 08225 for an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for a period of one (1) year; and

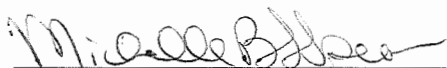
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden under line item(s) "1-01-200-906", and said certification 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 Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi, Gill , 660 New Road, Suite 1A, Northfield, NJ 08225 for an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for a period of one (1) year to perform foreclosures 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 of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.



MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: March 9, 2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Michelle Banks-Spearman, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION:

RESOLUTION AWARDDING CONTRACT FOR PROFESSIONAL SERVICES TO GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI, GILL TO PERFORM FORECLOSURE SERVICES IN THE AMOUNT OF \$25,000.00

BRIEF DESCRIPTION OF ACTION: This action is necessary to perform foreclosure services for the City of Camden under RFP #20-20


APPROPRIATION ACCOUNT TO BE CHARGED: 0-01-200-906

AMOUNT OF PROPOSED CONTRACT: \$25,000.00



Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

*For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "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*

	<u>Date</u>	<u>Signature</u>
Approved by City Attorney:	<u>2/25/21</u>	<u></u>
Approved by Grants Management:	_____	_____
		(If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds		
Approved by Business Administrator:	_____	_____

<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By: <u>Dionne Giles</u>	<u>X7170</u>
Contact Person: <u>Michelle Banks-Spearman, City Attorney</u>	<u>X7170</u>

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

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

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

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

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

Municipality	Camden
--------------	--------

Professional Service or EUS Type	Professional Service
Name of Vendor	Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi, Gill
Purpose or Need for service:	Foreclosure Legal Services
Contract Award Amount	Amount not to exceed \$25,000 (\$150) per hour
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.)	Advertised RFP #20-20
Were other proposals received? If so, please attach the names and amounts for each proposal received?	Yes. Dilworth Paxson LLP-(\$350-850) per hour Marmero Law, LLC – (\$150) per hour

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_____

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

REQUISITION

NO.

C2100330

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O

CITY ATTORNEY-4TH FLOOR
PO BOX 95120
CAMDEN, NJ 08101-5120

ORDER DATE: 02/25/21
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

V
E
N
D
O
R

VENDOR #: GOL15

GOLDENBERG, MACKLER, SAYEGH
MINTZ
660 NEW ROAD SUITE 1A
NORTHFIELD, NJ 08225

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	FORECLOSURE SERVICES TO THE CITY OF CAMDEN CONTRACT AMOUNT: \$25,000	1-01- -200-906	2,500.0000	2,500.00
			TOTAL	2,500.00

Approved:

I hereby certify that the work or supplies specified are
necessary for the proper transaction of the business of this
bureau or office.

M. Allen Bladen 2/25/21
Department Head Date

M. Allen Bladen 2/25/21
Receiver of Goods Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

MBS:dh
03-09-21

**RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO
WADE LONG WOOD & LONG FOR SPECIAL CODE ENFORCEMENT PROSECUTOR
FOR CAMDEN CITY MUNICIPAL COURT**

WHEREAS, there exists a need to provide municipal prosecutor services in the Camden Municipal Court for Code Enforcement matters; and

WHEREAS, pursuant to RFP #20-22, the City received two (2) proposals; 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 **Wade Long Wood & Long** to perform this service for the City in the amount of FORTY-TWO THOUSAND DOLLARS (\$42,000.00); and

WHEREAS, pursuant to a Request for Proposals, a proposal was received and is attached hereto by **Wade Long Wood & Long**, for the provision of Municipal Prosecutor for Code Enforcement matters, at \$400 per session and/or \$800 per day in the Camden City Municipal Court, in the amount not to exceed FORTY-TWO THOUSAND DOLLARS (\$42,000.00); 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 adopted budget of the City of Camden under line item "1-01-200-906" 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 City Officers of the City of Camden are hereby authorized to execute a contract with **Wade Long Wood & Long**, to provide as Municipal Prosecutor for Code Enforcement matters in the Camden City Municipal Court, in the amount not to exceed FORTY-TWO THOUSAND DOLLARS (\$42,000.00), according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.



MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

MBS:dh
03-09-21

**RESOLUTION APPROVING WIRELESS MASTER LICENSE AGREEMENT
TEMPLATE**

WHEREAS, the City of Camden by Ordinance (MC-5313) adopted on December 18, 2020 authorized an "Ordinance of the City Council of the City of Camden to Amend the City of Camden Municipal Code Part II to add Chapter 601, "Wireless Facilities in the Public Right-of-Way"; to Amend Chapter 601 to Address Consent Requirements and a Right-of-Way Use Agreement; and to Amend Section 870-211 to Exempt Communications Facilities in the Public Right-of-Way" (referred to herein as "Ordinance MC-5313"); and

WHEREAS, Ordinance MC-5313 regulates the installation of wireless facilities in the City's public right of way; and

WHEREAS, Ordinance MC-5313, provides that in order for a telecommunications company to install a wireless facility on City-owned property, the telecommunications company must enter into a Master License Agreement with the City; and

WHEREAS, the Master License Agreement Template was drafted by the City's Law Department, the City's Administration Working Group and expert outside legal counsel to comply with applicable Federal regulations and MC-5313; and

WHEREAS, the Law Department is asking City Council to approve the Master License Agreement Template attached hereto as Exhibit A as the form of agreement to be used with Telecommunication Companies seeking to install wireless facilities on City-owned vertical structures located in the City's Right of Way, including the replacement of a City-owned pole or vertical structure by a Telecommunication Company in its course of business; and

WHEREAS, in order to comply with the limited approval deadlines, set by the applicable FCC regulations, the Law Department is also asking City Council to authorize the Mayor or his designee to execute Master License Agreements approved by the Director of Planning and Development and the Law Department, which are in substantially the same form as the approved Master License Agreement Template without separate approval by City Council; now, therefore


BE IT RESOLVED by the City Council of the City of Camden that, for all the reasons and on the conditions set forth above, the form of Master License Agreement Template attached hereto as Exhibit A is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor or his designee is hereby authorized to execute Master License Agreements approved by the Director of Planning and Development and the Law Department, which are in substantially the same form as the attached Master License Agreement Template without separate approval by City Council.

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.



MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

EXHIBIT A

MUNICIPAL FACILITY LICENSE AGREEMENT

THIS MUNICIPAL FACILITY LICENSE AGREEMENT (the "Agreement") is dated as of _____, 20____ (the date fully executed by all parties, referred to herein as "Effective Date"), and entered into by and between the City of Camden, a Municipal Corporation (the "Licensor"), and _____, a _____ ("Licensee"). Licensor and Licensee are referred to herein collectively as the "Parties" or individually as a "Party."

Recitals

A. WHEREAS, the Licensor is the owner of certain Municipal Facilities (as defined below) located in the Rights-of-Way (as defined below) of the City of Camden ("City");

B. WHEREAS, Licensee is authorized to conduct business as a telephone corporation in the State of New Jersey;

C. WHEREAS, Licensee desires to use space on certain of the Licensor's Municipal Facilities in the Rights-of-Way to construct, attach, install, operate, and maintain of its Equipment (as defined below) ;

D. WHEREAS, Licensor is willing to allow Licensee to use and physically occupy portions of the Municipal Facilities in the Rights-of-Way subject to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. **DEFINITIONS.** The following definitions shall apply generally to the provisions of this Agreement:

1.1 "Equipment" means the equipment cabinets, antennas, utilities, and fiber optic cables, wires, and related equipment, whether referred to individually or collectively, to be installed on a Municipal Facility and operated by Licensee under a particular Supplement.

1.2 "Hazardous Substance" means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including, but not limited to, petroleum products and asbestos.

1.3 "Laws" means any and all applicable statutes, codes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, court orders, or other requirements of the Licensor or other governmental agency having joint or several jurisdiction over the parties to this Agreement as such laws may be amended from time to time.

1.4 "License Fee" means the compensation paid under any Supplement for use of the Municipal Facilities.

1.5 "Make-Ready Work" means the work required on or in a Municipal Facility to create space for the Equipment, and/or replacing and/or reinforcing the existing Municipal Facility to accommodate Equipment including, but not limited to, rearrangement or transfer of existing Equipment and the facilities of other entities, and Municipal Facility relocation and replacement if applicable.

1.6 "Municipal Facilities" means Licensor-owned structures, objects, and equipment in the ROW, including, but not limited to, street lights, traffic control structures, banners, street furniture, bus stops, billboards, or other poles, lighting fixtures, or electroliers located within the ROW, and may refer to such facilities in the singular or plural, as appropriate to the context in which used. The term includes Replacement Facilities referred to in Section 4.1.3.

1.7 "Person" means and includes any individual, partnership of any kind, corporation, limited liability company, association, joint venture, or other organization, however formed, as well as trustees, heirs, executors, administrators, or assigns, or any combination of such persons.

1.8 "Right(s)-of-Way" or "ROW" means the same meaning as in City Code Section 870-18, but shall also include any portion of any road or public way which the City has the responsibility to maintain or manage

1.9 "Services" means the transmission and reception of communications signals for the provision of personal wireless services, telecommunications services and mobile data services as defined in federal law, but specifically excluding cable services as defined in 47 U.S. Code § 522.

1.10 "Supplement" shall mean each separate authorization, granted by Licensor to Licensee with regard to a specific Equipment installation, the form of which is attached hereto as Exhibit A, each and every of which shall be subject to the terms and conditions of this Agreement.

1.11 "Transfer" means any transaction in which the rights and/or obligations held by Licensee under this Agreement or a Supplement are transferred, directly or indirectly, in whole or in part to a party other than Licensee.

2. TERM; SUPPLEMENT TERM.

2.1 Term. The initial term of this Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Effective Date and ending on the tenth anniversary thereof, unless sooner terminated as stated herein. Provided that Licensee is not in default of the Agreement or any Supplement following written notice and the expiration of any applicable cure period, this Agreement shall not renew if either party gives the other party written notice of the intent not to seek a renewal of this Agreement at least ninety days (90) days prior to the expiration of the Initial 10 year Term which shall be collectively referred to herein as the "Term." Any holding over after the termination or expiration of the Term shall constitute a default by Licensee, notwithstanding that Licensor may elect to accept one or more payments of fees from Licensee after such default occurs.

2.2 Supplement Term. Unless otherwise specified in a Supplement, the initial term for each particular Supplement shall begin on its effective date ("Supplement Effective Date") and shall end upon the expiration of the Term, unless such individual Supplement is terminated, as provided for herein (the "Supplement Term"). All of the provisions of this Agreement shall be in effect during the Supplement Term. The expiration or termination of the Agreement shall immediately terminate all Supplements. Any holding over after the expiration of the Supplement Term shall constitute a default by Licensee, notwithstanding that Licensor may elect to accept one or more payments of fees from Licensee after such default occurs.

3. REPRESENTATION CONCERNING SERVICES; NO AUTHORIZATION TO PROVIDE OTHER SERVICES. Licensee represents, warrants, and covenants that its Equipment installed pursuant to this Agreement and each Supplement will be utilized solely for providing the Services, and Licensee is not authorized to and shall not use its Equipment installed on Municipal Facilities to offer or provide any other services not specified herein without Licensor consent. At any time that Licensee ceases to operate as a provider of Services under federal or state law, it shall provide written notice of the same to Licensor within seven (7) days of such cessation, at which time the Licensor shall have the option, in its sole discretion and upon six (6) months' written notice to Licensee, to terminate this Agreement and to require the removal of Licensee's Equipment from the ROW and from Municipal Facilities, including the cost of any site remediation, at no cost to the Licensor, without any liability to Licensee related directly or indirectly to such termination.

4. SCOPE OF AGREEMENT. Licensee may only use Municipal Facilities pursuant to an approved Supplement. Any and all rights expressly granted to Licensee under this Agreement shall be exercised at Licensee's sole cost and expense, and shall be subject to the restrictions set forth herein

4.1 Attachment to Municipal Facilities. Subject to the conditions herein, Licensor hereby authorizes and permits Licensee to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment on identified Municipal Facilities located in the ROW for the purpose of providing Services.

4.1.1 Licensee will submit to the authorized representative of the Licensor an application substantially in the form of Exhibit B ("Application") hereto including a proposed design for any proposed Equipment installations that identifies both the Equipment and the Municipal Facilities Licensee proposes to use. One Application is required per Municipal Facility.

4.1.2 Licensor may approve, approve with conditions, or disapprove an Application in its sole discretion; provided however, that Licensor shall not unreasonably delay its decision. Any approved Equipment shall be included as part of the applicable Supplement.

4.1.3 If Licensee submits an Application to use a Municipal Facility that is structurally inadequate or otherwise unsuitable to accommodate its proposed Equipment, Licensor may permit the replacement of the Municipal Facility (a "Replacement Facility") with one that is acceptable to and approved by the Licensor as part of the applicable Supplement. Any Replacement Facility shall be installed and maintained in accordance with Section 6 of this Agreement.

4.1.4 Unmetered electricity where possible. Licensee shall be solely responsible for obtaining and maintaining the provision of electricity to the Equipment, including, but not limited to, making payments to electric utilities. Where commercially feasible and available, Licensee shall secure unmetered electricity services.

4.2 Additional Authority. Nothing in this Agreement shall limit in any way Licensee's obligation to obtain any additional required regulatory approvals or permits from any City department, board, commission, or other governmental agency that has regulatory authority over the Licensee's proposed activities involving use of the Municipal Facilities in the ROW.

4.3 No Interference. Licensee acknowledges and agrees that the primary purpose of the Municipal Facilities is to serve the Licensor and the public. In the performance and exercise of its rights and obligations under this Agreement, Licensee shall not interfere in any manner with Licensor's own services or the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the Licensor, electroliers, cable television, location monitoring services, public safety and other then existing telecommunications equipment, utilities, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable laws or this Agreement. If such interference should occur, Licensee shall discontinue using the Equipment, methodology, or technology that causes the interference until such time as Licensee takes corrective measures to eliminate such interference. In the event that such interference does not cease promptly, Licensee acknowledges that continuing interference may cause irreparable injury and harm, and therefore, in addition to any other remedies, and without limitation of any other remedy, Licensor shall be entitled to seek temporary and permanent injunctions against the breach of this Subsection. Notwithstanding the foregoing, Licensor and Licensee agree to work in good faith with each other and any other affected party to resolve any interference to or by Licensee.

4.4 Permits; Default. In addition to any other remedies available hereunder, whenever Licensee is in default of this Agreement or an applicable Supplement, after notice and applicable cure periods, Licensor may deny further encroachment, excavation, or similar permits for work in connection with installations under this Agreement until such time as Licensee cures all of its defaults and reports such cure in writing to the Licensor.

4.5 Compliance with Laws. Licensee shall comply with all Laws in the exercise and performance of its rights and obligations under this Agreement.

4.6 Non-Exclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to Licensee under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the Licensor to use, and to allow any other person or persons to use, any and all parts of the ROW or Municipal Facilities, exclusively or concurrently with any other person or persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title (collectively, "Encumbrances") which may affect the ROW or Municipal Facilities now or at any time during the term of this Agreement,

including, without limitation any Encumbrances granted, created, or allowed by the Licensor at any time.

5. COMPENSATION. Licensee shall be solely responsible for the payment of all fees in connection with Licensee's performance under this Agreement, including, but not limited to, those set forth below.

5.1 Non-Recurring Fees. The Licensor activities described in Section 5.1 are "One-Time Fees" that reimburses the City for its costs associated with reviewing and approving applications to attach Equipment on identified Municipal Facilities located in the ROW, this Agreement and Supplements to this Agreement for additional locations. The Licensor shall track its time spent reviewing the Licensee submittals for Licenses, Supplements and associated permit activities described below, and charge its hourly rate for any time spent above the amount to be recovered by any established fee. The fee amounts shall be assessed and administered consistent with standard Licensor practice and fee schedule(s) as currently adopted and subsequently amended or replaced, in a manner consistent with applicable law.

5.1.1 Permit Fees. Licensee shall be responsible for paying all costs associated with City review, processing and inspection as part of all permit applications filed for the installation, modification, maintenance and removal of Equipment on identified Municipal Facilities located in the ROW.

5.1.2 License Agreement and Supplement Fee. Licensee shall be responsible for paying all costs associated with City review and processing of this License Agreement and any Supplements thereto (or any amendment thereto) and/or the other administrative review, consultation, and inspection described in this License Agreement, including review of company submittals.

5.2 Recurring Fees.

5.2.1 Rent. Licensee acknowledges that the FCC has adopted a Declaratory Ruling (FCC 18-133) that relates to the rent which went into effect on January 14, 2019 but that Declaratory Ruling is currently the subject of litigation. Paragraphs 5.2.2, 5.2.3 and 5.2.4 govern the payment of rent and how it may be impacted by the Declaratory Ruling and the resolution of related litigation during the Term and any renewal terms.

5.2.2 During any period in which the FCC Declaratory Ruling (FCC 18-133) is in effect and during any period in which the Alternate Rent provisions in paragraph 5.2.3 are not applicable, the Licensee shall pay Rent as described in this paragraph. Licensee shall pay to the Licensor the base amount described in City Code Section 600-2(A)(ii)(1) and (2) per calendar year for each location covered by a Supplement. The base amount under all Supplements shall be subject to an annual adjustment of four percent (4%) applied on each anniversary of the Effective Date. Any new Supplements entered into during a given year shall commence at the rent, as adjusted by this Section to reflect the then-current rate. (the "Rent"). Rent for the first calendar year of a Supplement for each location shall be pro-rated based on the number of days covered from the Supplement Effective Date to the next anniversary of the Effective Date of the

Agreement. There shall be no refunds of Rent paid due to the termination or expiration of the License for any reason.

5.2.3 Alternate Rent. In the event the relevant provisions of the FCC Declaratory Ruling cease to be effective, (for example, because they are stayed after having gone into effect, or they are vacated or invalidated and have not been replaced by the FCC with an alternative provision setting a specific amount as Rent), the Licensee shall automatically and immediately be obligated to pay Alternate Rent as described in this paragraph and paragraph 5.2.3, if applicable. For each location covered by a Supplement, Licensee shall pay to the Licensor alternate rent in the base amount of two thousand dollars (\$2,000) per calendar year. The base amount under all Supplements shall be subject to an annual adjustment of four percent (4%) applied on each anniversary of the Effective Date. ("Alternate Rent"). Alternate Rent for the first calendar year of a Supplement for each individual location shall be pro-rated based on the number of days covered from the Supplement Effective Date to the next anniversary of the Effective Date of the Agreement. There shall be no refunds of Alternate Rent paid due to the termination or expiration of the License for any reason.

5.2.4 The Licensor agrees that irrespective of whether the relevant provisions of the FCC Declaratory Ruling (FCC 18-133) cease to be effective, no Alternate Rent shall be due for any periods during which the relevant provisions of the FCC Declaratory Ruling were in effect. However, if Licensee has paid Rent pursuant to the provisions of Section 5.2.2 above for a calendar year, and the relevant provisions of the FCC Declaratory Ruling subsequently cease to be effective during the same calendar year, the Licensee shall pay the difference between the Rent and the Alternate Rent for the period from the date the relevant provisions of the FCC Declaratory Ruling ceased to be effective, until the next anniversary of Effective Date of the Agreement ("Rent Adjustment"). Such Rent Adjustment shall be paid to Licensor along with the next License Fee payment.

5.2.5 Receipt of any Rent or Alternate Rent by the Licensor, with knowledge of any breach of this License by Licensee, or of any default on the part of Licensee in the observance or performance of any of the conditions or covenants of this License, shall not be deemed a waiver of any provision of this License.

5.3 Payment.

5.3.1 Licensee shall make the first payment of the License Fee under any Supplement within forty-five (45) days of the Supplement Effective Date (as defined therein). The amount of the first payment of the License Fee for any Supplement shall be prorated to cover the period from the Supplement Effective Date of the applicable Supplement to the next anniversary of the Effective Date of this Agreement. Thereafter, the License Fee shall be paid in advance for each Municipal Facility used on or before each anniversary of the Effective Date. Acceptance by Licensor of any payment of the License Fee shall not be deemed a waiver by Licensor of any breach of this Agreement occurring prior thereto, nor will the acceptance by Licensor of any such payment preclude Licensor from later establishing that a greater amount was actually due or from collecting any balance that is due. As a prerequisite to the payment of License Fee, Licensor hereby agrees to provide to Licensee certain documentation (the "License Documentation") evidencing Licensor's interest in, and right to receive payments under, this Agreement, including

without limitation: (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Licensee, for any party to whom License Fee payments are to be made pursuant to this Agreement; and (ii) other documentation requested by Licensee in Licensee's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Licensee, Licensor agrees to provide updated License Documentation in a form reasonably acceptable to Licensee.

5.3.2 The License Fee shall be paid by check made payable to the City and mailed or delivered to the [REDACTED] Department, at the address provided for in Section 10 below. The place and time of payment may be changed at any time by Licensor upon thirty (30) days' written notice to Licensee. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt. Licensee assumes all risk of loss and responsibility for late payment charges if payments are made by mail. Notwithstanding the foregoing, upon agreement of the parties, Licensee may pay the License Fee by electronic funds transfer, and if agreed, the Licensor will provide to Licensee bank routing information for such purpose upon request of Licensee.

5.4 Delinquent Payment. An eight percent (8%) late fee shall be added to the License Fee if not received by Licensor within 15 calendar days after the due date. In addition, all unpaid fees shall accrue interest on the amount due at the rate of ten percent (10%) until paid in full. All late fees and interest payments shall be treated as part of, and subject to the same terms as, the License Fee under this Agreement.

5.5 Additional Remedies. The late fee set forth in Section 5.4 above is not exclusive, and does not preclude the Licensor from pursuing any other or additional remedies in the event that payments become overdue by more than thirty 30 days.

6. CONSTRUCTION. Licensee shall comply with all applicable federal, state, and local codes related to the construction, installation, operation, maintenance, and control of Licensee's Equipment installed on Municipal Facilities. Licensee shall not attach, install, maintain, or operate any Equipment on Municipal Facilities without the prior written approval of an authorized representative of the Licensor for each location as evidenced in a signed Supplement. Licensee shall keep the Municipal Facilities free and clear from any liens arising out of any work performed, material furnished, or obligations incurred by or for Licensee.

6.1 Installation and Operation. [On a quarterly basis, Licensee shall promptly furnish to Licensor a current list and map that identifies the exact location of the Equipment in or on the Municipal Facility. That information must be provided in a format that is compatible with Licensor's information technology, including but not limited to ESRI compatible GIS shapefiles, which Licensor shall provide to Licensee upon request.

6.2 Design Standards.

Licensee shall design, construct, and install the Equipment and any Replacement Facility in compliance with the design standards set forth pursuant to Sections 601-11 and 601-12 of the City of Camden Municipal Code, or any applicable successor provision(s), and the City permit

and conditions of approval. All future Supplements and modifications to existing Equipment shall be subject to then-current design standards in the City of Camden. By entering into this Agreement, Licensee agrees that the design standards required by this Section are technically feasible and reasonably directed at accomplishing the aesthetic goals of Licensor.

6.3 Obtaining Required Permits. Licensee acknowledges that in addition to a signed Supplement, each installation of Equipment and maintenance thereof shall also be subject to then-current City permitting requirements as set out in the City's Municipal Code. Licensee agrees to comply with the current applicable ordinances regarding such installations and maintenance as well as any future regulations that may be adopted by the City related to such installations and maintenance. Licensee shall apply for the appropriate permits and pay any standard and customary permit fees.

6.4 Relocation and Displacement of Equipment.

6.4.1 This Agreement creates no right for Licensee to receive any relocation assistance or payment for any reason under the Relocation Assistance Act, the Uniform Relocation Assistance Act, or under any existing or future law upon any termination of tenancy.

6.4.2 Licensee understands and acknowledges that Licensor may require Licensee to relocate one or more of its Equipment installations. Licensee shall at Licensor's direction and upon ninety (90) days' prior written notice to Licensee, relocate such Equipment at Licensee's sole cost and expense whenever Licensor reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a Licensor or other public agency project; (b) because the Equipment is interfering with or adversely affecting proper operation of Licensor-owned Municipal Facilities; or (c) to protect or preserve the public health or safety, including, but not limited to, the safe or efficient use of rights-of-way. In any such case, Licensor shall use reasonable efforts to afford Licensee a reasonably equivalent alternate location. If Licensee shall fail to relocate any Equipment as requested by the Licensor within the prescribed time, Licensor shall be entitled to remove or relocate the Equipment at Licensee's sole cost and expense, without further notice to Licensee. Licensee shall pay to the Licensor actual costs and expenses incurred by the Licensor in performing any removal work and any storage of Licensee's property after removal within thirty (30) days of the date of a written demand for this payment from the Licensor.

6.4.3 To the extent the Licensor has actual knowledge thereof, the Licensor will attempt promptly to inform Licensee of the displacement or removal of any Municipal Facility on which any Equipment is located.

6.5 Relocations at Licensee's Request. In the event Licensee desires to relocate any Equipment from one Municipal Facility to another, Licensee shall so advise Licensor. Licensor will use reasonable efforts to accommodate Licensee by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement. Licensor may require Licensee to submit an application and/or enter into a new Supplement for the prospective relocation site. Licensee shall be liable for all costs of relocation, including any costs which Licensor may incur.

6.6 Make Ready

6.6.1 Make Ready Work and Costs.

(a) Licensee shall bear responsibility for all Make-Ready Work. If a Person other than Licensee or Licensor would have to rearrange or adjust any of its facilities in order to accommodate new Equipment, Licensee shall be responsible, at Licensee's sole expense, to coordinate such activity. Licensee shall be responsible for directly paying such other Person for its charges for the same. If Licensee is requested by another Person, in comparable circumstances, to relocate or adjust any Equipment to accommodate that Person's facilities, subject to Licensor's written approval of such relocation, Licensee shall reasonably cooperate with such request.

(b) Construction, installation, and operation of the Equipment shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with NESC, and with Licensor's regulatory rules and engineering standards; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant at the time of Licensee's Application.

6.6.2 Notification of Completion of Installation. Within twenty (20) business days of completing the installation of Equipment on each Municipal Facility, Licensee shall notify Licensor of such completion.

6.7 Replacement Facilities

6.7.1 Ownership of Replacement Facilities

Licensor shall own any approved Replacement Facility. Where needed, Licensee shall cooperate with Licensor to transfer ownership and any associated warranties of any Replacement Facility from Licensee to Licensor without charge to Licensor.

6.7.2 Replacement Facility Installation

If Licensee is performing Make-Ready Work, Licensee shall be responsible for providing and installing any approved Replacement Facility.]

6.8 Damage, Maintenance & Repair.

6.8.1 Licensee shall, at its sole cost and expense and to the satisfaction of the Licensor: (a) remove, repair, or replace any of its Equipment that is damaged or becomes detached; and/or (b) repair any damage to ROW, Municipal Facilities, or other property, whether public or private, caused by Licensee, its agents, employees, or contractors in their actions relating to attachment, operation, repair, or maintenance of Equipment. Licensee shall complete such removal, repair, or replacement within thirty (30) days' of written notice.

6.8.2 In the event a Replacement Facility needs to be replaced, repaired, or cleared from the ROW, Licensee shall conduct this work at Licensee's own expense. In this case Licensee will notify Licensors at [REDACTED] before beginning the work.

6.8.3 If Licensee does not remove, repair, replace, or otherwise remediate such damage to its Equipment, a Replacement Facility, or to the ROW, Municipal Facilities or other property as required in this Section 6.8, the Licensors shall have the option to perform or cause to be performed such removal, repair, or replacement on behalf of Licensee and shall charge Licensee for the actual costs incurred by the Licensors. If such damage causes a public health or safety emergency, as reasonably determined by Licensors, Licensors may immediately perform reasonable and necessary repair or removal work on behalf of Licensee and will notify Licensee as soon as practicable; provided, however, that such repair work shall not include any technical work on Licensee's Equipment. Licensors shall have no obligation to maintain or safeguard the Equipment.

6.8.4 Upon the receipt of a demand for payment by the Licensors pursuant to this Section 6.8, Licensee shall within thirty (30) days of such receipt reimburse the Licensors for such costs.

6.8.5 The terms of this Section 6.8 shall survive the expiration termination of this Agreement.

6.9 Change in Equipment. If Licensee desires to install Equipment which is different in any material way from the then-existing and approved Equipment, then Licensee shall first obtain the written approval for the use and installation of such Equipment from an authorized representative of the Licensors. Any such approval shall take the form of an amendment to the applicable Supplement. In addition to any other submittal requirements, and if requested by Licensors, Licensee shall provide "load" (structural) calculations for all Equipment changes. In addition to the foregoing, Licensee shall comply with any other applicable City permitting or approval process for the Equipment change.

6.10 Unauthorized Equipment. If Licensors discover any Equipment has been installed on Municipal Facilities without authorization pursuant to a Supplement, Licensors may send an invoice to Licensee for a sum equal to five (5) times the then-current License Fee as compensation for the unauthorized attachments, and, within sixty (60) days from the date of such invoice, Licensee shall (i) pay the invoiced amount to Licensors and submit an Application for the unauthorized Equipment, or (ii) produce documentation showing Licensors' prior approval of the Equipment identified in the invoice. If, in accordance with this Section, Licensee fails to pay all fees and submit the Application or submit documentation satisfactorily showing Licensors' prior approval within sixty (60) days of Licensors' invoice, Licensors may remove the unauthorized Equipment at Licensee's expense. If Licensors remove such unauthorized Equipment, such Equipment shall become the property of Licensors, who shall have sole rights over such Equipment's disposition. Licensors' removal of unauthorized Equipment shall not release Licensee from its obligation to pay those invoiced fees accruing pursuant to this Section.

6.11 Termination of a Supplement.

6.11.1 Licensee shall have the right to terminate any Supplement on thirty (30) days' notice to Licensors. In the event of such termination, removal of Equipment associated with the terminated Supplement shall be governed by Section 6.12 below and Licensors shall retain any License Fee paid, without refund or setoff.

6.11.2 Licensors shall have the right to terminate any Supplement in any of the following circumstances: if Licensors determine the covered Equipment has been inoperative, or abandoned, for sixty (60) consecutive days; if Licensee's operation under a particular Supplement is deemed by Licensors to endanger or pose a threat to the public health, safety, or welfare or interfere with the normal day-to-day operation of any Licensors department or service; or Licensors is mandated by law, a court order or decision, or the federal, state, or local government to take certain actions that will cause or require the removal of an Equipment. Licensors shall provide written notice to Licensee regarding its intent to terminate the applicable Supplement pursuant to this Section, after which Licensee shall have thirty (30) days to cure. If Licensee does not cure within thirty (30) days following notice, Licensors may then terminate the applicable Supplement upon written notice to Licensee.

6.12 Removal of Equipment. Within thirty (30) days after the expiration or earlier termination of a Supplement, Licensee shall promptly, safely, and carefully remove the Equipment covered by the terminated or expired Supplement from the applicable Municipal Facility and ROW. Within thirty (30) days after the expiration or earlier termination of this Agreement, Licensee shall promptly, safely, and carefully remove all Equipment from all applicable Municipal Facilities and ROW. If Licensee fails to complete removal work pursuant to this Section, then the Licensors, upon written notice to Licensee, shall have the right at the Licensors's sole election, but not the obligation, to perform this removal work and charge Licensee for the actual costs and expenses, including, without limitation, reasonable administrative costs. Licensee shall pay to the Licensors actual costs and expenses incurred by the Licensors in performing any removal work and any storage of Licensee's property after removal within thirty (30) days of the date of a written demand for this payment from the Licensors. After the Licensors receives the reimbursement payment from Licensee for the removal work performed by the Licensors, the Licensors shall promptly make available to Licensee the property belonging to Licensee and removed by the Licensors pursuant to this Section at no additional liability to the Licensors. If the Licensors does not receive reimbursement payment from Licensee within such thirty (30) days, or if Licensors does not elect to remove such items at the Licensors's cost after Licensee's failure to so remove pursuant to this Section, or if Licensee does not remove Licensee's property within thirty (30) days of such property having been made available by the Licensors after Licensee's payment of removal reimbursement as described above, any items of Licensee's property remaining on or about the ROW, Municipal Facilities, or stored by the Licensors after the Licensors's removal thereof may, at the Licensors's option, be deemed abandoned and the Licensors may dispose of such property in any manner by allowed for by Law. Alternatively, the Licensors may elect to take title to the abandoned property, and Licensee shall submit to the Licensors an instrument satisfactory to the Licensors transferring to the Licensors the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6.13 Risk of Loss. Licensee acknowledges and agrees that Licensee, subject to the terms of this Agreement, bears all risks of loss, damage, relocation, or replacement of its Equipment and materials installed in the ROW or on Municipal Facilities pursuant to this Agreement from any

cause, and Licensor shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the Licensor's removal of the Equipment, except to the extent that such loss or damage was caused by the willful misconduct or gross negligence of the Licensor, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in Section 7.3 below.

6.14 Hazardous Substances. Licensee agrees that Licensee, its contractors, subcontractors, and agents, will not use, generate, store, produce, transport, or dispose any Hazardous Substance on, under, about or within the area of a ROW or Municipal Facility in violation of any Law. Except to the extent of the gross negligence or intentional misconduct of Licensor, Licensee will pay, indemnify, defend, and hold Licensor harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services.

6.15 Inspection. Licensor may conduct inspections of Equipment on Municipal Facilities. Except in circumstances where Licensor has special reason to be concerned about potential violations or in case of an emergency, Licensor will give Licensee thirty (30) days' prior written notice of such inspections, and Licensee shall have the right to be present at and observe any such inspections. Licensee shall pay Licensor for its reasonable costs for safety inspections performed for the purpose of determining if a safety violation of which Licensor has provided notice to Licensee has been corrected by Licensee.

6.16 Access.

Licensee provides notice before access allowed:

Prior to Licensee accessing its Equipment for non-emergency purposes, Licensee shall provide email notice, at least twenty-four (24) hours in advance, to the Licensor at the following email address: _____ In the event of an emergency at any time, Licensee will, if time permits, attempt to provide prior telephonic notice to the Licensor at the following telephone number: _____.

INDEMNIFICATION AND WAIVER. Licensee agrees to indemnify, defend, protect, and hold harmless the Licensor, its council members, officers, employees, agents and contractors from and against any and all claims, demands, losses, including pole warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") to the extent arising from, resulting from, or caused by Licensee's activities undertaken pursuant to this Agreement, including, without limitation, the construction, design, use, or operation of the Equipment or provision of the Services, except to the extent arising from or caused by the gross negligence or willful misconduct of the Licensor, its council members, officers, employees, agents, or contractors.

6.17 Waiver of Claims. Licensee waives any and all claims, demands, causes of action, and rights it may assert against the Licensor on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the control of the Licensor.

6.18 Waiver of Subrogation. Licensee hereby waives and releases any and all rights of action for negligence against Licensor which may hereafter arise on account of damage to Equipment, Municipal Facilities, or to the ROW, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Licensee. This waiver and release shall apply between the parties and shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by Licensee concerning the Municipal Facilities, Equipment, or the ROW shall waive the insurer's right of subrogation against the Licensor.

6.19 Limitation on Consequential Damages. Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

7. PERFORMANCE BOND. In order to secure the performance of its obligations under this Agreement, Licensee will provide the following security instrument to the Licensor:

7.1 Performance Bond.

Prior to the commencement of any work under this Agreement or any applicable Supplement, Licensee must provide a performance bond running to the Licensor in the sum of 100 % (One-hundred percent) of cost for each Supplement or such other amount as the parties mutually agree to and memorialize in the applicable Supplement.

The performance bond is conditioned upon the faithful performance by Licensee of all the terms and conditions of this Agreement and upon the further condition that, if Licensee fails to comply with any terms or conditions governing this Agreement, there shall be recoverable jointly and severally from the principal and surety of the bond any damage or loss suffered by the Licensor as a result, including, without limitation, the full amount of any compensation, indemnification, or costs of removal or abandonment of Licensee's property, plus costs and reasonable attorneys' fees up to the full amount of the performance bond. Licensee shall keep the performance bond in place during the term of this Agreement.

7.2 Assessment of the Bond. The performance bond may be assessed by the Licensor for any failure by Licensee to pay Licensor an amount owed under this Agreement, including, but not limited to:

(a) Reimbursement of costs borne by the Licensor to correct violations of the Agreement not corrected by Licensee, after Licensor provides notice and a reasonable opportunity to cure such violations. This shall include, without limitation, removal of Equipment.

(b) Providing monetary remedies or satisfying damages assessed against Licensee due to a material breach of this Agreement.

7.3 Restoration of the Bond. Licensee must deposit a sum of money or a replacement instrument sufficient to restore the performance bond to its original amount within thirty (30) days after written notice from the Licensor that any amount has been recovered from the performance bond. Failure to restore the bond to its full amount within thirty (30) days will constitute a material breach of this Agreement. Licensee will be relieved of the foregoing requirement to replenish the bond during the pendency of an appeal from the Licensor's decision to draw on the performance bond.

7.4 Required Endorsement. The performance bond is subject to the approval of the Licensor and must contain the following endorsement:

"This bond may not be canceled until sixty (60) days after receipt by the Licensor, by registered mail, return receipt requested, of a written notice of intent to cancel or not to renew."

7.5 Reservation of Licensor Rights. The rights reserved by Licensor with respect to the performance bond are in addition to all other rights and remedies Licensor may have under this Agreement or any other Law.

7.6 Admitted Surety Insurer. The surety supplying the bond shall be an "admitted surety insurer", as defined in the Camden City Municipal Code and authorized to do business in the State of New Jersey.

7.7 Cash Deposit. In lieu of obtaining a performance bond, Licensee shall have the right to instead deposit a cash deposit with Licensor securing Licensee's obligations under this Agreement.

8. INSURANCE. Licensee shall obtain and maintain at all times during the Term (a) Commercial General Liability insurance with a limit of five million dollars (\$5,000,000) per occurrence for bodily injury and property damage and general aggregate including premises-operations, contractual liability, personal injury, and products completed operations; (b) Commercial Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a limit of one million dollars (\$1,000,000) each accident for bodily injury and property damage; and (c) Environmental Liability Insurance with a limit of one million dollars (\$1,000,000) per each occurrence, including coverage for sudden and accidental pollution arising out of handling hazardous materials or wastes, non-hazardous materials or waste, that, when released into the environment, violate Law . The required insurance policies shall name the Licensor, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insured as respects any covered liability arising out of Licensee's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Upon receipt of notice from its insurer, Licensee shall use

its best efforts to provide the Licensor with thirty (30) days prior written notice of cancellation. Licensee shall be responsible for notifying the Licensor of such change or cancellation. Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements. If Licensee fails, for any reason, to obtain or maintain insurance coverage required by this Agreement or fails to furnish certificates of insurance as detailed in Section 9.1, such failure shall be deemed a material breach of this Agreement, giving Licensor, in its discretion, the option to terminate this Agreement and obtain damages therefor.

8.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, Licensee shall file with the Licensor the required certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

(a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(b) that Licensee's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the Licensor may possess, including any self-insured retentions the Licensor may have; and any other insurance the Licensor does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(c) that Licensee's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the Licensor.

The certificate(s) of insurance with endorsements and notices shall be mailed to the Licensor at the address specified in Section 10 below.

8.2 Workers' Compensation Insurance. Licensee shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than statutory limits and shall furnish the Licensor with a certificate showing proof of such coverage.

8.3 Insurer Criteria. Any insurance provider of Licensee shall be admitted and authorized to do business in the State of New Jersey and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "VII."

8.4 Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

9. NOTICES.

9.1 Method and Delivery of Notices. All notices pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

If to the Licensors:

[INSERT ADDRESS]

Attn:

Email:

If to Licensee:

[Licensee ADDRESS]

9.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the mail, or the next business day in the case of overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth in this Section.

10. DEFAULT; CURE; REMEDIES.

10.1 Licensee Default and Notification. This Agreement is granted upon each and every condition herein, and each of the conditions is a material and essential condition to the granting of this Agreement. Except for causes beyond the reasonable control of Licensee, if Licensee fails to comply with any of the conditions and obligations imposed hereunder, and if such failure continues for more than thirty (30) days after written demand from the Licensors to commence the correction of such noncompliance on the part of Licensee, the Licensors shall have the right to revoke and terminate this Agreement by written notice to Licensee, if such failure is in relation to the Agreement as whole, or any individual Supplement, if such failure is in connection solely with such Supplement, in addition to any other rights or remedies set forth in this Agreement or provided by law.

10.2 Cure Period. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances not under Licensee's control, the period of time in which Licensee must cure the violation shall be extended for such additional time reasonably necessary to complete the cure, provided that: (a) Licensee has promptly begun to cure; (b) Licensee is diligently pursuing its efforts to cure; and (c) Licensee provides a timeline to complete its cure efforts and responds within twenty-four (24) hours of any status request by Licensors. Licensors may not maintain any action or effect any remedies for default against Licensee, unless and until Licensee has failed to cure the breach within the time periods provided in these Sections 11.1 and 11.2.

10.3 Licensors Default. If Licensors breaches any covenant or obligation of Licensors under this Agreement in any manner, and if Licensors fails to commence to cure such breach within thirty (30) days after receiving written notice from Licensee specifying the violation (or if Licensors fails thereafter to diligently prosecute the cure to completion), then Licensee may enforce any and all of its rights and/or remedies provided under this Agreement or by Law.

11. ASSIGNMENT AND CUSTOMER EQUIPMENT. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties.

11.1 Licensee shall not assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the prior written consent of the Licensors, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days'

prior written notice, Licensee may assign or transfer the rights and privileges granted herein to any parent or subsidiary of Licensee, to an entity with or into which Licensee may merge or consolidate, to an entity which Licensee is controlled by, or is under common control of a party; or in connection with the sale or other transfer of such entity or to any purchaser of all or substantially all of Licensee's assets in the FCC market area where the Equipment is located with prior notice to Licensor but without the requirement for Licensor approval, provided that the successor is bound by all the terms and conditions of this Agreement and provides written confirmation to Licensor that it is then fully liable to the Licensor for compliance with all terms and conditions of this Agreement. The Licensee shall reimburse the Licensor for all direct and indirect costs and expenses reasonably incurred by the Licensor in considering a request to transfer or assign this Agreement

11.2 Licensee need not own all components of Equipment subject to this Agreement, and may permit its customers to maintain ownership of Equipment components. However, (1) all Equipment must be wholly under the control and management of Licensee; and Licensee shall be liable for all acts or omissions, and all harms associated with the Equipment whether the same are its acts or omissions, or the acts or omissions of the owner of the Equipment; and (2) Licensee acknowledges and agrees that no rights of ownership in Equipment by Licensee's customers shall permit any such customer to enter upon, or the any portion of the Municipal Facilities or the Equipment, in any other manner or at any other place, including to add to, or modify or install Equipment, which shall be Licensee's sole responsibility. Further, Licensee may not install Equipment it does not own on Municipal Facilities, unless the entity on whose behalf the Equipment has been installed acknowledges and agrees, in a form acceptable to the Licensor, that the Licensor has not granted it a consent to be in the ROW for any purpose; that it is bound by Licensee's representations, obligations and duties hereunder; that it shall have no rights or claims against the Licensor of any sort related to the Equipment or Municipal Facilities; that its Equipment may be subject to taxes, fees or assessments as provided in the Laws or the Agreement, and that Licensor may treat any Equipment owned by such entity as if it were owned by Licensee for all purposes (including, but not limited to, removal and relocation); and the Equipment may only be used for the purposes and uses permitted herein. Such acknowledgement may be provided for all Equipment on Municipal Facilities, and need not be provided separately, site by site.

12. RECORDS; AUDITS.

12.1 Records Required by Code. Licensee will maintain complete records pursuant to all applicable Laws.

12.2 Additional Records. The Licensor may require such additional reasonable non-confidential information, records, and documents from Licensee from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement.

12.3 Production of Records. Licensee shall provide such records within twenty (20) business days of a request by the Licensor for production of the same, unless additional time is reasonably needed by Licensee, in which case, Licensee shall have such reasonable time as needed for the production of the same. If any person other than Licensee maintains records on Licensee's

behalf, Licensee shall be responsible for making such records available to the Licensor for auditing purposes pursuant to this Section.

12.4 Public Records. Licensee acknowledges that information submitted to Licensor may be open to public inspection and copying under the Law.

13. MISCELLANEOUS PROVISIONS. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

13.1 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

13.2 Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

13.3 Contacting Licensee. Licensee shall be available to the staff employees of any Licensor department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The Licensor may contact by telephone the Licensee's network control center operator at telephone number [REDACTED].

13.4 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Camden County, New Jersey.

13.5 Change Of Law. During the Initial Term, in the event that any legislative or regulatory action ("New Law") affects the rights or obligations of the Parties or any term of the Agreement, the Parties agree that the Agreement shall nonetheless remain in effect until the end of the Initial Term unless mutually agreed to in writing by the Parties.

13.6 Force Majeure. Except for payment of amounts due, neither Party shall have any liability for its delays or its failure of performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes reasonably beyond its control, whether or not similar to the foregoing.

13.7 Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

13.8 "AS IS" condition of Municipal Facilities. Municipal Facilities licensed to Licensee pursuant to this Agreement are licensed to and accepted by Licensee "as is" and with all faults. The Licensors make no representation or warranty of any kind as to the present or future condition of or suitability of the Municipal Facilities for Licensee's use and disclaims any and all warranties express or implied with respect to the physical, structural, or environmental condition of the Municipal Facilities and their merchantability or fitness for a particular purpose. Licensee is solely responsible for investigation and determination of the condition and suitability of any Municipal Facility for Licensee's intended use.

13.9 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in Section 4.2 above. This Agreement shall not be revocable or terminable except as expressly permitted herein.

13.10 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

13.11 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

13.12 Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

13.13 No Third-Party Beneficiaries. It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the Licensors with respect to third parties shall remain as imposed by state law.

13.14 Construction of Agreement. The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.

13.15 Effect of Acceptance. Licensee (a) accepts and agrees to comply with this Agreement and all Laws; (b) agrees that this Agreement was entered into pursuant to processes and procedures consistent with Law; and (c) agrees that it will not raise any claim to the contrary or allege in any claim or proceeding against the Licensors that at the time of acceptance of this Agreement any provision, condition or term of this Agreement was unreasonable or arbitrary, or

that at the time of the acceptance of this Agreement any such provision, condition or term was void or unlawful or that the Licensor had no power or authority to make or enforce any such provision, condition, or term.

13.16 Time is of the Essence. Time is of the essence with regard to the performance of all of Licensee's obligations under this Agreement.

13.17 Taxes. Licensee shall be responsible for payment of all fees and taxes charged in connection with the right, title, and interest in and construction, installation, maintenance, and operation of Equipment for the purposes set forth herein.

13.18 Tax Notice. [INSERT ANY APPLICABLE TAX NOTICE REQUIREMENTS]

13.19 Counterparts. This Agreement (and any Supplement) may be executed in multiple counterparts, including by electronic means, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

[signature page to follow]

SIGNATURE PAGE TO MUNICIPAL FACILITY LICENSE AGREEMENT

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be legally executed as of the Effective Date.

Licensor:

CITY OF CAMDEN

By: _____

Name: _____

Title: _____

ATTEST:

_____, Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
City Attorney

Licensee:

By: _____

Name: _____

Title: _____

Exhibits:

Exhibit A – Supplement
Exhibit B – Application
Exhibit C – Design Standards

EXHIBIT A
FORM OF SUPPLEMENT
SUPPLEMENT

This Supplement ("Supplement"), is approved by Licensors this ____ day of _____, 20____ (the date executed by all parties, referred herein as "Supplement Effective Date").

1. Supplement. Licensee has submitted an application for approval to use a Municipal Facility pursuant to that certain Municipal Facility License Agreement between Licensors, _____, and Licensee, _____, dated _____, 20__ ("Agreement"). Licensors has reviewed the Application to Use Municipal Facility and grants approval subject to the terms of this Supplement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification, or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein. IF THE SUPPLEMENT IS NOT COUNTER-SIGNED BY LICENSEE AND RETURNED TO LICENSOR WITHIN 30 DAYS AFTER LICENSOR HAS GRANTED APPROVAL, THE SUPPLEMENT SHALL BE VOID AND OF NO LEGAL EFFECT. IF LICENSEE STILL WANTS TO USE THE MUNICIPAL FACILITY, LICENSEE WILL BE REQUIRED TO SUBMIT A NEW APPLICATION AND ASSOCIATED FEES.
2. Licensed Area Description and Location. Licensee shall have the right to use the space on the specific Municipal Facility (the "Licensed Area") depicted in Attachment 1 attached hereto to install Equipment as further listed in Attachment 2 attached hereto.
3. Equipment. The Equipment to be installed at the Licensed Area is described in Attachment 2 and depicted in Attachment 1.
4. Term. The term of this Supplement shall commence on the Supplement Effective Date and continue for in the Term of the Agreement.
5. License Fee. The initial License Fee for this Supplement shall be as follows per year: _____. License Fee is subject to annual increase and is payable in accordance with Section 5 of the Agreement.
6. Performance Bond. The amount of the Performance Bond shall be _____.
7. Miscellaneous. _____.

[signature page follows]

IN WITNESS THEREOF, the parties hereto have caused this Supplement to be legally executed in duplicate, effective upon execution by both parties.

Licensor:

CITY OF CAMDEN

By: _____
Name: _____
Title: _____
Date: _____

Licensee:

Accepted:

By: _____
Name: _____
Title: _____
Date: _____

Attachments:

Attachment 1 – Licensed Area

Attachment 2 – Equipment List and Description

Attachment 1

Licensed Area

[site plan showing licensed area of applicable Municipal Facility and showing proposed
Equipment installation]

Attachment 2

Equipment List and Description

EXHIBIT B

APPLICATION TO USE MUNICIPAL FACILITY

Applicant: _____ Date: _____

Licensee: _____ Application/License#: _____

Type of Municipal Facility	Alteration Required	Small Cell Equipment Heights (provide both (1) the overall height of pole structure with added facilities; and (2) the height of individual facilities)	Small Cell and Base Equipment Weights	Small Cell And Base Equipment Dimensions	Location of Any Additional Equipment
<i>[street light] [traffic light] [other, specify]</i>	<i>[Pole Reinforcement] [Pole Replacement] [None]</i>				<i>[Installed on Pole, specify attachment height, weight and dimensions] [Installed on/in Ground (Vault), specific dimensions] [Other Location] [Not Applicable/Needed]</i>

APPLICANT SHALL PROVIDE THE FOLLOWING AS APPLICABLE:

- Site plan and engineering design and specifications for installation of Equipment, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance. Also indicate whether [unmetered electricity] is available at the site.
- Include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of proposed Equipment.
- If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
- The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.
- A check for _____ (\$ _____) for the Application Fee.

APPLICANT REPRESENTATIVE: _____

PRINT NAME: _____

TITLE: _____

TELEPHONE: _____ **EMAIL:** _____

EXHIBIT C
DESIGN STANDARDS

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: March

TO: Jason J. Asuncion, Esq., Business Administrator
FROM: Michelle Banks-Spearman, City Attorney
Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION:
RESOLUTION APPROVING WIRELESS FACILITIES MASTER LICENSE AGREEMENT TEMPLATE

BRIEF DESCRIPTION OF ACTION:

On December 8, 2020, City Council adopted Ordinance MC-5313, entitled in part, "WIRELESS FACILITIES IN THE PUBLIC RIGHT OF WAY", which regulates the installation of wireless facilities in the City's public right of way. Ordinance MC-5313, provides that in order for a telecommunications company to install a wireless facility on City-owned property, the telecommunications company must enter into a Master License Agreement with the City. The attached Master License Agreement Template was drafted by the City's Law Department, the City's Administration Working Group and expert outside legal counsel to comply with applicable Federal regulations and MC-5313. The Law Department is asking City Council to approve the attached Master License Agreement Template as the form of agreement to be used with Telecommunication Companies seeking to install wireless facilities on City-owned vertical structures located in the City's Right of Way. This Master License Agreement shall also apply to any City owned pole or vertical structure that a Telecommunication Company replaces in the course of business. The Mayor or his designee is hereby authorized to execute Master License Agreements approved by the Director of Planning and Development and the Law Department, which are in substantially the same form as the approved Master License Agreement Template without separate approval by City Council.

AMOUNT OF PROPOSED CONTRACT: Varies

- ☐ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
 For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "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

Approved by City Attorney: _____

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

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

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

Approved by Grants Management: _____
Approved by Finance Director: _____
☐ CAF –Certifications of Availability of Funds
Approved by Business Administrator: _____

(If applicable)

<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By: <u>Edward L. Trueblood, Asst. City Attorney</u>	<u>X7170</u>
Contact Person: <u>Michelle Banks-Spearman, City Attorney</u>	<u>X7170</u>

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

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

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

MBS:dh
03-09-21

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT TEMPLATE

WHEREAS, the City of Camden by Ordinance (MC-5313) adopted on December 18, 2020 authorized an "Ordinance of the City Council of the City of Camden to Amend the City of Camden Municipal Code Part II to add Chapter 601, "Wireless Facilities in the Public Right-of-Way"; to Amend Chapter 601 to Address Consent Requirements and a Right-of-Way Use Agreement; and to Amend Section 870-211 to Exempt Communications Facilities in the Public Right-of-Way" (hereinafter referred to as "Ordinance MC-5313"); and

WHEREAS, the Ordinance MC-5313 regulates the installation of wireless facilities in the City's public right of way; and

WHEREAS, Ordinance MC-5313, provides that in order for a telecommunications company to erect a pole or install a wireless facility on a pole or structure not owned by the City of Camden within the City's public right of way, that telecommunications company must enter into a Right of Way Agreement with the City; and

WHEREAS, the Right of Way Agreement Template was drafted by the City's Law Department, the City's Administration Working Group and expert outside legal counsel to comply with applicable FCC Federal regulations and Ordinance MC-5313; and

WHEREAS, the Law Department is asking City Council to approve the Right of Way Template attached hereto as Exhibit A, as the form of agreement to be used with Telecommunication Companies seeking to install a pole or to install a wireless facility on a pole or structure not owned by the City in the City's public right of way; and

WHEREAS, in order to comply with the limited approval deadlines, set by the applicable FCC regulations, the Law Department is also asking City Council to authorize the Mayor or his designee to execute Right of Way Agreements approved by the Director of Planning and Development and the Law Department, which are in substantially the same form as the approved Right of Way Agreement Template without separate approval by City Council; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that, for all the reasons and on the conditions set forth above, the form of Right of Way Agreement Template attached hereto as Exhibit A is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor or his designee is hereby authorized to execute Right of Way Agreements approved by the Director of Planning and Development and the Law Department, which are in substantially the same form as the attached Right of Way Agreement Template without separate approval by City Council.

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

Date of introduction: March 9, 2021

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

EXHIBIT A

**RIGHT-OF-WAY USE AGREEMENT BY AND BETWEEN
THE CITY OF CAMDEN AND _____**

This Right-of-Way Use Agreement, (the "Agreement" or "Authorization") is made and entered into this _____ day of _____, _____ (the "Effective Date"), by and between the City of Camden, New Jersey, a municipal corporation of the State of New Jersey ("City") and _____, a _____ with its principal office at: _____ ("Grantee"). Capitalized terms herein shall have the meaning specified in Section 1, below.

WHEREAS, the City, under Section 48:17-10 of the New Jersey Statutes Annotated, requires consent for the installation, operation, and maintenance of communications infrastructure on, beneath, above, and within the Streets within the City; and

WHEREAS, it is the practice of the City to permit entry into the corporate limits and such use of the Streets for the provision of communication services and facilities subject to the duty and authority of the City to manage its Street and public property for public use, and to require payment of fees in connection with the use thereof in a manner consistent with Applicable Law; and

WHEREAS, Grantee desires to obtain from City as permitted by law, and City desires to grant to Grantee, an Authorization for the right to construct, install, maintain, repair, operate, relocate, replace and remove Facilities for the provision of communications service, within the City, in a manner consistent with this Agreement, which Facilities may consist of fiber optic cable, strand, conduit, supporting structures, Communications Facilities, and other equipment necessary to the functioning of the same, subject to the control of the City, as may be provided herein, and in applicable state and local law as now in force or as hereafter amended;

NOW, THEREFORE, AND IN CONSIDERATION of mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions

For the purpose of this Agreement, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. Terms not defined herein shall have the same meaning as in the Camden Municipal Code of Ordinances, and otherwise their ordinary meaning. References to regulations or statutory provisions include those provisions as the same may be renumbered.

1.1. "Agreement" or "Authorization" means this non-exclusive Agreement for use of the Rights-of-Way, together with Appendices and Exhibits attached this Agreement, if any, and any amendments or modifications.

1.2. "Applicable Law" or "Law" means all applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations, as now in force or as hereafter amended.

1.3. "Approvals" means the permissions Grantee must have in addition to this Authorization to deploy Facilities and/or provide Services, which may include licenses, permits, zoning approvals; variances, exemptions; grants of authority to use private rights of way and/or easements or facilities; agreements to make attachments to poles, ducts, conduits, Towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use

of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

1.4. "Authorized Area" shall mean the boundaries of the City of Camden.

1.5. "Authorized Facilities" means Facilities that comply with the requirements of this Agreement, and Applicable Law, including but not limited to Sections 600-2, 600-4, 601-3, 601-11, and 601-12 of the City Code and any regulations adopted thereunder, as amended from time to time ("Regulation"); and for which all necessary Authorizations are in full force and effect.

1.6. "Central Communications Hub Site" refers to a site that receives signals from DAS Communications Facilities, and includes equipment that propagates and/or converts, processes or controls the communications signals transmitted and received from the DAS Communications Facilities.

1.7. "Construction and Maintenance" and variations of those terms refer to any activity performed in the Streets with respect to the Facilities, including construction, modification, replacement, repair, operation, maintenance, removal or relocation.

1.8. "Distributed Antenna System" or "DAS" means multiple, spatially separate antenna Communications Facilities connected to a Central Communications Hub Site via a high capacity transport medium (such as fiber optic cable), for the purpose of providing wireless service within a geographic area.

1.9. "Facility" or "Facilities" means any and all equipment and installations of any kind owned by Grantee or by Grantee's customers and under the control of Grantee that are reasonably necessary and appropriate for the provision of Services including, but not limited to any optical repeaters, converters, power amplifiers, radios, multiplexers, remote radioheads, antenna, aboveground and underground fiber optic and coaxial cable, conduit, wires, meters, pedestals, power switches, cabinets, enclosures, and control boxes, utility poles and supporting structures, whether new, existing or replacement structures, and whether referred to singly or collectively. This does not include facilities of an electric utility used solely in connection with the provision or management of electrical services or facilities.

1.10. "Emergency" means any situation that the City determines poses an immediate threat of harm to persons or property.

1.11. "Party" means either Grantee or City, and "Parties" means Grantee and City collectively.

1.12. "Person" means any natural or corporate person, business association or business entity including, but not limited to, an individual, a partnership, a sole proprietorship, a political subdivision, a public or private agency or any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

1.13. "Services" means any telecommunications service provided by means of the Facilities installed by Grantee in accordance with this Agreement, for which Facilities Grantee holds a valid authorization issued by the New Jersey Board of Public Utilities, or (in the case of Communications Facilities), the FCC; or the leasing, operation or maintenance of the same by Grantee in accordance with this Agreement. Without limitation, the term Services does not include cable service, open video services or other video services, whether provided by Grantee or its customers.

1.14. "Street" means the full width of the area dedicated to public use, extending from the property line on one side to the property line on the other side, including the roadway and sidewalk, of any public street, avenue, road, alley, lane, highway, boulevard, concourse, driveway, culvert or bridge, and shall also include any right-of-way as defined in N.J. Stat. 48:3-17.9 under the

jurisdiction of the City. This term shall not include (a) any county, state or federal rights of way or any property owned by any person or entity other than the City, public utility easements or public improvement easements, whether owned by the City or others, except as provided by applicable Laws or pursuant to any agreement between the City and any such person or entity under which the City may grant access to that easement, or to which access is granted by virtue of this agreement; or (b) any property owned by the City, such as a park or property on which City buildings are located, that is not a Street, even if the City may authorize the Grantee to use the property for placement of the Facilities. By way of example and not limitation, the term does not include structures, buildings, or other improvements, regardless of whether they are situated in a Street.

1.15. "Support Structure" or "Supporting Structure" means any structure which can be used to support an antenna including : (1) An "existing supporting structure," which is a supporting structure that can support an antenna in place at the time of an application which is neither a replacement or new support structure, (2) a "replacement support structure," which is a support structure that would replace an existing vertical structure, and a (3) "new support structure," which is a vertical structure that would be an installed in the streets for the purpose of supporting an antenna without replacing another structure.

1.16. "Small Cell" has the same meaning as the term "small wireless facilities" in 47 C.F.R. 1.6002.

1.17. "Tower" shall have the same meaning as the term tower as defined at 47 C.F.R. §1.6100. This definition does not include Utility Poles, street light, or traffic signal poles that support Communications Facilities.

1.18. "Utility Pole" means a free-standing mast, pole that supports or is designed to support the wire lines of a public utility; that is not built for sole for the sole or primary purpose of supporting FCC licensed or authorized antennas and their associated facilities; and that is subject to regulation pursuant to 47 U.S.C. § 224, or New Jersey laws that may regulate utility poles in lieu of 47 U.S.C. § 224.

1.19. "Communications Facility" shall mean all elements of a facility at a fixed location used in connection with the provision of any wireless service to the public, but excluding the supporting structure to which the base station is attached or within which it is enclosed. Provided that, the term does not include a Communications Facility owned and operated by the City or any governmental agency for its use, or public safety uses.

2. Grant of Authorization

2.1. Grant. The City authorizes Grantee, on a nonexclusive basis, to perform Construction and Maintenance of Facilities. Grantee operates on its own behalf or on behalf of its customers for the purpose of providing Services, which Authorization shall be exercised at Grantee's sole cost and expense, and which shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Streets. The City, by this grant, does not guarantee or represent that it may grant access to any particular easement, or to any property, it being the responsibility of Grantee to identify any limitations on the use of particular locations. Such grant shall be subject to all City Code and Regulation provisions and requirements that may apply to the Facilities and that may affect, without limitation, the location of the Facilities within the Authorized Area. The Authorization does not grant Grantee any property interest in the Streets, or provide it a right to occupy or continue to occupy any particular location within the Streets. The Authorization is not divisible, and Grantee may not grant any person the right to use or occupy the Streets. The grant does not extend to any other service, and Grantee may be required to obtain an additional Authorization,

franchise, or an amendment to this Agreement before using and occupying the Streets to provide additional services. Likewise, Grantee's customers will require an Authorization or franchise should they provide other services in the City.

2.2. Special Conditions on Grant.

2.2.1. Grantee may place Communications Facilities and wireline Facilities, and the Facilities immediately associated with the same (but not Central Communications Hub Sites) in the Streets.

2.2.2. Each Communications Facility and all wireline Facilities shall be placed subject to such conditions as the City may establish pursuant to the City Code and Regulation provisions and requirements. In all cases, the City may require that the installed Facility be designed, painted, set back and landscaped appropriately for the location approved. Ground-mounted cabinets associated with the Facilities are not permitted other than with the express review and approval of the City, unless Grantee demonstrates that denial of an application for ground-mounted cabinets, would violate Applicable Law. In approving locations, the City may ensure that Facilities are placed to minimize impacts on adjoining property owners, and other Street users.

2.2.3. A Communications Facility Site will not be approved in an area prohibited by state law, the City Code and associated regulations or where the lines of the incumbent local exchange carrier are underground, except where the Facilities can be concealed within or on an existing structure to the reasonable satisfaction of the City, or an existing structure may be replaced with a structure of a design satisfactory to the City; unless Grantee demonstrates that denial of the application would violate Applicable Law.

2.2.4. Grantee need not own all components of a Communications Facility placed in the Street, and may permit its customers to maintain ownership of Facilities. However, (1) the Communications Facility must be wholly under the control and management of Grantee; and Grantee shall be liable for all acts or omissions, and all harms associated with the Communications Facility and all its components whether the same are its acts or omissions, or the acts or omissions of the owner of the Communications Facility components; and (2) Grantee acknowledges and agrees that, unless the customer is party to an Agreement with the City no rights of ownership by Grantee's customers shall permit any such customer to enter upon, or use the Streets, in any other manner or at any other place, including to add to, or modify or install Facilities at a Communications Facility site, which shall be Grantee's sole responsibility. Notwithstanding the foregoing, Grantee may install facilities that it does not own at a Communications Facility site provided the entity on whose behalf the equipment has been installed holds a franchise or other authorization from the City that authorizes use and occupancy of the Streets for installation of wireless facilities, and such entity, or Grantee, has obtained any required Authorizations from the City to place the Facilities at the site. No Communications Facility Site will be approved until Grantee provides proof that Facilities it will not own satisfy the requirements of this paragraph. To remove any doubt, if Grantee proposes to build Support Structures, it may only do so if an application for a Wireless Communications Facility has been submitted to, and approved by the City.

2.2.5. Subject to the City's permitting requirements, Grantee may repair and install like-kind replacements of Facilities, so long as the appearance of the Facilities or property affected by the repair or replacement does not change.

2.2.6. Except as provided in this Section, Grantee's aboveground Facilities (other than ground-mounted cabinets that comply with the requirements of this Section 2.2) shall be placed on, or replace, existing structures in the Streets, which structures include strand. Unless otherwise agreed, any such replacement structure shall be substantially similar in size and appearance to the structure being replaced. If placement would affect a street light pole which the City owns, the City shall require Grantee to provide City title to any replacement street light pole as a condition of use. If placement would affect a street light pole for which the City paid or pays a fee for installation or service, ownership of the street light pole must remain with the electric utility, or, if the City and electric utility agree, be transferred to the City. Lines and associated Facilities may be placed aboveground in areas to the extent comparable distribution facilities of the incumbent local exchange carrier are aboveground, and below ground where comparable distribution facilities are below ground, provided that the size and quantity of Facilities are similar.

2.2.7. No Towers may be placed in the Streets, except as otherwise permitted under this Agreement.

2.3. Compliance with Law. The exercise of rights under this Agreement by Grantee is subject to, and strictly conditioned upon:

2.3.1. compliance with the terms of this Agreement and Applicable Law now existing or hereinafter enacted; and

2.3.2. Grantee must be, and continue to be, a telecommunications company within the meaning of NJ Rev. Stat. 54:30A-124.

2.3.3. Without limiting the foregoing Grantee understands that the City may amend its ordinance and adopt regulations with respect to placement of Communications Facilities and Supporting Structures. City may require that Grantee modify any Communications Facility or Supporting Structure installed pursuant to this Agreement so that in all respects, Grantee's Facilities are consistent with Communications Facility or Supporting Structures that may be installed pursuant to ordinance and regulations. Except in emergencies, or as may be required to comply with state or federal law, Grantee shall be given no less than six (6) months following such an amendment to modify existing facilities.

2.4. No Waiver of Other Permits and Authorizations. All work upon the streets and public places of the City shall be in accordance with all applicable standards, regulations codes, and ordinances, and will be done under the general supervision of the Director of Engineering or designee. Nothing in this Agreement shall be construed as a waiver of any laws, regulations or rules of the City or of the City's right to require the Grantee to secure the appropriate permits or Authorizations, or to pay the applicable fees associated with the same. Nothing in this Agreement shall act as a waiver of the City's police powers. Nothing herein prevents Grantee from challenging the applicability of a particular fee or regulation to it on the ground that it is unduly discriminatory or preempted by state or federal law.

2.5. Conditions Precedent. The Authorization shall commence upon the Effective Date, provided that the Grantee shall have met each of the conditions precedent set forth below and otherwise in this Agreement (unless the City agrees to waive any of the conditions precedent), at

which time it shall become effective: The Grantee shall have secured its insurance policies as set forth in Section 12 of this Agreement and delivered the certificate of insurance to the Director of Engineering that the policies will be in effect on or before the Effective Date, and that the policies are in accordance with this Agreement.

2.6. Conditions Subsequent: Without limiting the other provisions of this Agreement, Grantee must cease its operations if it is not in compliance with applicable regulations governing the safe operation of its Facilities (including, in the case of Communications Facilities, FCC regulations governing RF emissions), as the same may be amended from time to time, except to the extent that Applicable Law permits it to continue to operate. The issuance of this Authorization is not intended to insulate Grantee from any claim or any remedy based on a failure to safely Construct and Maintain its Facilities. On request by the City, or to the extent that Grantee is aware of any non-conformance, Grantee shall submit a report identifying applicable standards, and any area where it has Facilities that do not comply with applicable standards.

2.7. Other Approvals. As a condition of this grant, Grantee is required to obtain and is responsible for any Approvals that may be required for the installation, operation or maintenance of the Facilities.

2.8. Grantee's Expense. Except as specifically provided otherwise, all costs incurred by Grantee in connection with its compliance with, or enjoyment of, this Agreement shall be borne by Grantee and not by City, and all work that must be performed in order to permit the placement of Facilities at particular locations (including work required to comply with applicable law relating to persons with disabilities) shall be paid for by Grantee.

2.9. Application to Subcontractors. Grantee is responsible for ensuring that all contractors and subcontractors comply with the requirements of this Agreement and applicable law when performing work on behalf of Grantee, and is jointly and severally responsible for their acts and omissions.

2.10. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person (other than the City and Grantee), including, but by no means limited to, Grantee's customers, any right, benefit or remedy under this Agreement of any nature whatsoever.

3. Relation to Attachment Rights and Placement of Facilities.

This Agreement does not confer upon Grantee any right to place or attach Facilities directly upon or to structures that are owned by the City or by a third party, which rights must be obtained through a separate agreement with the appropriate entities.

4. Term.

This Agreement shall be in force and effect for an initial term of ten (10) years, and shall automatically be renewed for a five (5) year term, unless properly terminated by either party. Either party may terminate the Agreement at the end of its initial five-year term, or at any time thereafter, by giving written notice of its intention to do so no less than ninety (90) days before the proposed date of termination. Upon termination, all of City's consents granted to Grantee to use and occupy the Streets, and Grantee's rights to use and occupy the Streets will terminate. Notwithstanding the foregoing, all Grantee's duties related to use of the Streets, and its duties to indemnify the City, shall survive termination until the Facilities are removed and the affected property is restored in accordance with the City Code and Regulation, or Grantee's obligations terminate by agreement of the parties. It is understood and agreed that the decision whether to renew or to terminate this Agreement pursuant to this Section shall be made

by those elected officials then in office under such circumstances as may then exist, and that the Grantee has no reasonable expectation of renewal or non-termination.

5. Compensation

5.1. In addition to paying such other fees as may be required by the City, Grantee will pay a fee of \$270 per Small Cell per year, subject to Section 5.4, below, but it may not permit any other person to place equipment it owns or controls as part of that Small Cell without agreement of, and payment of an additional fee to the City. If Grantee places Communications Facilities other than Small Cells in the Streets, the fee per Communications Facility will be established by negotiation prior to installation.

5.2. If Grantee places lines, wires, conduit, or fiber in the Streets, Grantee shall pay an annual fee established by City for use of the rights-of-way, subject to any limits established by State or Federal law. Nothing in this agreement prevents Grantee from challenging the validity under state or federal law of any fee so established, but Grantee may be required to pay the maximum fee permitted by law.

5.3. Nothing in this Agreement limits the City's authority to charge additional fees for use of the Streets in connection with the Construction or Maintenance of Facilities to provide other Services. Likewise, Grantee's customers may use and occupy the Streets to provide additional services only with the agreement and consent of the City. Without limitation, for example, should a customer of Grantee wish to provide cable services, it would be required to obtain an appropriate franchise or license, and to pay a franchise fee therefore.

5.4. The City reserves the right to adjust the fee established in Section 5.1 if, based on a study of its actual costs, an adjusted fee is a reasonable approximate of costs, the costs are reasonable, and are non-discriminatory; or to account for annual increases in the CPI-U, New York-Newark-Jersey City from calendar year 2020 (base year). In the event the City conducts a study prior to any fee adjustment, the City must provide any study and a breakdown of actual costs considered resulting in a fee adjustment and Grantee shall reimburse the City for a proportional share of the costs of conducting such study, based on the number of similarly situated grantees whose compensation for use of the rights-of-way is based on cost. Should Applicable Law permit City to charge a fee that is not cost-based, City may adopt any lawful fee, and apply it to Grantee at any time on or after the initial five-year term.

5.5. In addition to the fees specified above, Grantee shall reimburse the City for costs of negotiating this Agreement.

5.6. Any fee owed under Section 5.1 for any Communications Facility will be paid within thirty (15) days of the date placement of the Communications Facility is approved by the City, pro-rated for the remaining period from approval through and including the following June 30, and thereafter due and owing on July 1 of each calendar year for the following 12 months. Any other fee shall be owing and paid in a manner provided in the City Code and associated regulations. Interest will be charged on any late payment at the maximum rate permitted under State law, or if there is no such rate, the prime rate charged by the bank the City uses as its main depository at the time of the late payment, plus 1.5%.

5.7. The fees provided in this Section are in addition to fees associated with obtaining permits, and nothing herein in this Agreement requires the City to act on any application or permits Grantee to install any Facility where fees have not been paid and a permit issued.

6. Work in the Streets.

6.1. No Limitation on Obligation to Comply With Applicable Laws. Without limiting its obligations under Section 2, Grantee shall comply with the requirements of this Section, which are minimum requirements for work in the Streets.

6.2. No Interference.

6.2.1. No Street or other public place shall be obstructed longer than necessary during Grantee's work of Construction or Maintenance, and shall be restored to the same condition existing prior to the commencement of the Work. No part of any Street, or other public place of the City, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be damaged. However, should any such damage occur, the Grantee shall repair the same as promptly as possible, and, in default thereof, the City may make such repairs and charge the reasonable cost thereof to and collect the same from the Grantee. In no event may Facilities be constructed or maintained in a manner that creates a hazardous condition, or a condition that is inconsistent with applicable law protecting persons with disabilities.

6.2.2. To minimize disruption of the Streets, or overuse of, or damage to the Streets, City, after providing Grantee and other affected entities an opportunity for comment, may require consolidation of Facilities or develop a non-discriminatory means of allocating sites or establishing rules for routes and placement of Facilities, and for opening and sharing trenches. Without limitation, City may require Grantee to provide City and publish plans for opening Streets, and for construction in the Streets; and to coordinate and share costs of trenching with others, including the City.

6.2.3. Grantee may be required to place conduit for the City upon City's request in locations where Grantee is trenching or is installing conduit on its own behalf, provided City bears the costs of placing the conduit on its behalf. Grantee may be required to use existing conduit where economically and technically feasible to avoid undue disruption of the Streets, provided use of the conduit will not effectively prohibit the provision of telecommunications or personal wireless services.

6.3. Closing of Streets. Nothing in this Agreement shall be construed as a waiver or release of the rights of the City in and to the Streets. In the event that all or part of the Streets within the Authorized Area are (1) closed to pedestrian and/or vehicular traffic and/or utilities and services comparable to Services; or (2) vacated or abandoned or if ownership of the land in, under or over the affected Streets is otherwise transferred to another Person, all rights and privileges granted pursuant to this Agreement with respect to such Streets, or any part of such Streets so abandoned, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and Grantee shall remove its Facilities from such Streets. Nothing herein is meant to preclude Grantee from pursuing any rights it may have under state law against a private Person if the Street is vacated for the benefit of that Person. The City shall provide prior written notice of no less than ninety (90) days, except when an emergency situation exists, to Grantee of any such closing, vacation, or transfer to allow Grantee to remove its Facilities where the right to continue to occupy and use such Street is not reserved for Grantee.

6.4. Relocation of Facilities.

6.4.1. Grantee may be required to remove and relocate its Facilities, subject to prior notice which is not less than one hundred and eighty (180) days, except when an emergency situation exists, or as may be required to comply with state or federal

law if: the structures to which they are attached or located within are to be removed, ordered to be removed or relocated; or to accommodate the use of the Street by other entities; or to ensure that the facilities or structures to which they are attached or located within do not interfere with the use of the Street by the public, or present a risk to public health or safety. To the extent that Grantee is required to remove or relocate its Facilities to accommodate the use of the Street by a third party (other than the City, the State of New Jersey, or a department, agency or subdivision of the State of New Jersey), nothing herein prevents Grantee from seeking compensation from that third party. The City agrees to reasonably assist Grantee in finding a suitable alternative location.

6.4.2. If Grantee's Facilities are located aboveground in the Street and the distribution lines of the incumbent local exchange carrier or electric utility subsequently are placed underground, Grantee's aboveground Facilities (other than those comparable to any Facilities of the incumbent local exchange carrier which are permitted to remain aboveground) shall be placed underground at the same time, except for such Facilities as may be permitted to remain aboveground pursuant to Section 2.2.2.

6.4.3. The rights and privileges granted hereby shall not be in preference or hindrance to the right of the City, or any other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works, public improvements or public projects. In the event that the Facilities interfere in any way with the construction, maintenance or repair of such public works, public improvements, or public projects, the Grantee shall (a) immediately commence work to remove or relocate the object of such interference if emergency circumstances exist or (b) otherwise, within ten (10) days of notice of such interference, protect or relocate its Facilities, as may be directed by the relevant authority.

6.4.4. The City shall cooperate with Grantee in finding a suitable alternative location for any relocated Facilities removed pursuant to this Section in a manner that, to the extent reasonably consistent with other provisions of this Agreement, and which allows Grantee to continue to provide Service to its customers, including, but not limited to, expediting approval of any necessary Permits required for the relocation of Facilities.

6.4.5. If Grantee defaults in its obligations hereunder and fails to remove or relocate Facilities after the notice period provided in this section, or, in the event of an emergency, the City may remove or relocate the Facilities and charge the reasonable cost thereof to and collect the same from the Grantee.

6.5. All Work Performed Safely. Construction and Maintenance shall be done in a workmanlike manner. All work involved in the Construction and Maintenance of the Facilities shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. The Grantee shall comply with applicable codes, regulations and industry standards, as amended from time to time. The Grantee shall employ ordinary care at all times and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public. In addition, the Grantee shall, at its sole cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, and to comply with safety requirements of all permits, licenses, and other forms of approval or authorization. Grantee will comply with City requirements for identification of the Facilities and

for identification of employees, subcontractors, vehicles and equipment when performing work within the Street.

6.6. Maintenance.

6.6.1. Grantee shall maintain the Facilities in good condition and neat and orderly appearance, and in compliance with all applicable laws, permits, Authorizations and site licenses.

6.6.2. Grantee shall keep the Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. If the City gives Grantee written notice of a failure by Grantee to maintain the Facilities, Grantee shall use its best efforts to remedy such failure within twenty-four (24) hours after receipt of such written notice. If Grantee defaults in its obligations hereunder, the City may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Grantee.

6.6.3. Grantee shall at all times keep and maintain the Facilities free of all graffiti located thereon. If City notifies Grantee that graffiti is located on Facilities, Grantee shall remove the graffiti within three (3) days of the written notice. If Grantee defaults in its obligations hereunder as provided for in Section 9, the City may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Grantee.

6.7. Emergency Notification. The Grantee shall provide the City with a twenty-four (24) hour emergency telephone number at which a representative of the Grantee, not voice mail or a recording, can be contacted in the event of an emergency. The City shall contact Grantee's Network Operations Center by calling _____ or emailing _____. At City's request, a contact number will also be placed on Grantee's Facilities in such manner as the City may reasonably direct. The Grantee shall respond immediately to address a reported emergency. The City's emergency contact number is:

City of Camden, Department of _____
Emergency Rep: [Insert Phone Number]

6.8. Excavation Notices. Grantee must contact _____, or successor association, and comply with the requirements for excavation notification.

6.9. Inspection by City. The City shall have commercially reasonable access to inspect any work conducted by Grantee during the Construction or Maintenance of Facilities.

7. Removal Due to Termination or Abandonment.

Following the termination of the Agreement for any reason, or in the event Grantee ceases to operate and abandons any Facilities, Grantee shall, within sixty (60) days, remove such Facilities from the Street and restore the Street in accordance with the Regulations. In the event Grantee's improvements materially altered or replaced any structure, Grantee shall restore the structure to its condition at the commencement of this Agreement, including replacing the structure with a replacement matching existing City inventory if necessary. Alternatively, the City may allow Grantee, in the City's sole and absolute discretion, to abandon Facilities in place and convey the Facilities to the City free and clear. If Grantee defaults in its obligations hereunder, the City may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Grantee.

8. Required Reports.

8.1. Upon request, the Grantee shall provide City an "as-built" map clearly indicating the location of the Facilities in the Street, which maps shall identify the owner of any structure on or within which Grantee's Facilities are located.

8.2. Upon request, and to the extent not expressly required under a permit, Grantee will keep City apprised of the status of any work in the Streets.

8.3. Upon request, Grantee shall provide proof that it has authority to Construct and Maintain the Facilities, and provide Services.

9. Default and Remedies

9.1. Defaults. The following are defaults under this Agreement:

9.1.1. If either Party fails to perform or comply with any of the conditions or covenants of this Agreement and such failure continues for a period of thirty (30) calendar days after written notice thereof, unless the performance cannot be reasonably completed within the thirty (30) day period, and the Party has commenced good faith efforts to perform and is diligently proceeding to complete performance to the satisfaction of the other Party; or

9.1.2. If Grantee fails to pay any sums herein specified when due and does not pay within fifteen (15) calendar days after receipt of written notice of said default; or

9.1.3. Grantee's acts or omissions create an imminent hazard to persons or properties which Grantee cannot or does not immediately correct, unless the performance cannot be reasonably completed immediately, and Grantee has commenced good faith efforts to perform and is diligently proceeding to complete performance to the satisfaction of the City;

9.1.4. Grantee repeatedly fails to comply with conditions of permits issued to it pursuant to this Agreement and applicable law, or regulations governing applications for permits.

9.2. Default by Grantee. In the event of default by Grantee as specified in the preceding section, the City shall have the right to terminate this Agreement, by giving thirty (30) calendar days written notice to Grantee, and in addition may pursue any other remedies available to it at law or equity. The thirty-day notice period is not an additional cure period.

9.3. Default by City. In the event of default by the City, Grantee shall have the right to terminate this Agreement while any default continues, beyond any applicable cure period, by giving thirty (30) calendar days written notice to Grantee, and in addition may pursue any other remedies available to it for injunctive relief. Grantee shall have no recourse for damages against the City except as required by state law, whether resulting from enforcement or non-enforcement of this Agreement or any provision of applicable law.

10. City Termination Right.

City shall have the right to terminate this Agreement (i) if the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the Streets; or (ii) if Grantee's licenses to Construct and Maintain the Facilities and/or provide Service are terminated, revoked, expired, or otherwise abandoned; or (iii) if any term related to the design or placement of the Facilities is unenforceable. Notwithstanding subsection (iii), the parties agree to diligently commence and continue good faith efforts to agree on an enforceable terms for design or placement for at least one hundred eighty (180) days after a term is declared

unenforceable, provided that during that negotiation period, Grantee complies with the unenforceable term(s) related to design or placement.

11. Indemnification

The Grantee shall save the City, its officers, employees, contractors and agents harmless from all liability or damage (including judgments, decrees, court costs, and defense costs) arising out of or related in any manner to the Grantee's operations within the corporate limits of the City, the exercise of the privileges granted to the Grantee by City, or the acts or omissions of the Grantee, its officers, employees, contractors, or agents, except to the extent such liability or damage (including judgments, decrees, court costs, and defense costs) arises out of the willful misconduct or gross negligence of the City, its officers, employees, or contractors.

12. Insurance and Performance Bond.

12.1. Insurance. Grantee shall procure and maintain insurance for the duration of this Agreement against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the Construction or Maintenance of Facilities or activities Grantee, its agents, representatives or employees may perform pursuant to this Agreement (the "Work"). Such insurance shall be in the following amounts and may be met by any combination of primary and excess or umbrella insurance, which assume that no hazardous materials will be associated with any of the Facilities, and that the Facilities will be of a kind and type regularly installed in the Street. The City may once every five years and with 60 days written notice to Grantee require additional insurance if, in the City's reasonable view, the Facilities present additional risks to it, the public or property.

12.2. Coverages and Limits:

12.2.1. Insurance Permittee obtain and maintain throughout the term of the permit commercial general liability insurance of \$5,000,000 minimum aggregate with a minimum of \$1, 000,000 per occurrence for bodily injury and property damage and including premises operations, contractual liability, personal injury, products completed operations, commercial auto liability of \$1, 000, 000; Workers Compensation -Statutory Limits, Employers Liability \$500,000/\$500,000/\$500,000 as currently established and periodically reviewed by the City Risk Manager, in consultation with the City Engineer.

12.3. Certificates. Certificates showing proof of such insurance shall be submitted to City prior to commencement of any Work. Grantee shall provide written notice advising City at least 30 days' prior to cancellation, a reduction or change in coverage rendering the insurance inconsistent with this Section 12, or non-renewal of any required coverage that is not replaced. Coverage must be replaced before cancellation, adverse change, or before the term of the policy ends, and may not result in any lapse in coverage for any period.

12.4. Endorsements. The required General Liability policy shall include City, its officers, officials, agents and employees as additional, named insureds as respects the liability to the extent Right-of-Way Use Agreement 12

arising out of the Work. Such coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12.5. Workers' Compensation. Grantee shall maintain Workers' Compensation Insurance for all of Grantee's employees who are in any way connected with the Work. Such insurance shall comply with all applicable state laws and to the extent allowed by law provide a waiver of subrogation against the City, its officers, officials, agents and employees.

12.6. Liability. Grantee and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A-:VII and eligible to do business in the State of New Jersey, unless otherwise approved by City; and Grantee shall not self-insure in satisfaction of any of the insurance requirements set out herein without the express written consent of City.

12.7. Performance Bond. Grantee shall, as a material condition of its Agreement, and prior to the commencement of any Work in the Streets, deliver to the City a performance bond to cover costs

13. Transfer

13.1. The Agreement, or control of the Agreement or of Facilities within the Street may not be assigned or transferred directly or indirectly by any means without the prior written consent of City which consent shall not be unreasonably withheld, conditioned or delayed; if Grantee is in compliance with this Agreement and provided, that the transfer or assignment does not create any additional burden upon the Street, or adversely affect the City's interests under this Agreement. Grantee may, with notice to City, but without prior consent, assign, sell or transfer its interest under this Agreement, in whole or in part, to Grantee's wholly owned affiliate, provided that there is no change of control of the parent of the Grantee in connection with that transaction. An assignee or transferee must accept all obligations of the Grantee, and responsibility for all acts and omissions of Agreement known and unknown, if the transaction results in a change in Grantee. A license or lease of capacity on Facilities owned or controlled by Grantee is not a Transfer under this Section.

13.2. Grantee may mortgage, pledge, or hypothecate its interest in Facilities without consent to any financing entity, or agent on behalf of any financing entity to whom Grantee (1) has obligations for borrowed money or in respect of guaranties thereof, (2) has obligations evidenced by bonds, debentures, notes or similar instruments, or (3) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Any such assignment to a financing entity or its agent shall be subordinate to the terms of this Agreement, will not permit any person to succeed to the rights of Grantee under the Agreement without the City's consent, and will not result in any lien extending to municipal property or the Agreement itself.

14. Notices

14.1. All notices, requests, demands, and other communications hereunder which are required to be in writing shall be deemed given if personally delivered or by sent to the following addresses by certified mail, return receipt requested; or by an overnight delivery service providing proof of delivery:

City of Camden:

Attn: _____
City of Camden, Department of _____
520 Market Street
Camden, NJ 08101

RE: (_____) AGREEMENT

With a copy to (which shall not constitute notice):

[OPTIONAL FOR CITY – Example: City Clerk]

RE: _____ AGREEMENT

[OPTIONAL FOR CITY – Example: City Attorney]

RE: _____ AGREEMENT

Grantee:

With a copy to (same address):

All invoicing to Grantee may be made to _____

14.2. Other Notices. The entity to which notice may be provided by email or telephone call, twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the Construction or Maintenance of Facilities, or conditions affecting the safety or integrity of the Facilities downed poles or lines, for example), including matters that may require immediate relocation or removal of Facilities shall be _____.

14.3. Changing Notice. Either party may change the person, address, email or telephone to which notice may be provided by written notice to the other party. Each party must ensure that the other has accurate information as to where notices are to be provided.

15. Miscellaneous

15.1. Materials and Claims. All materials furnished for any work done in the Authorized Area by Grantee shall be at Grantee's sole cost and expense. Grantee agrees to protect the Facilities installed in the Streets and property of the City, and City, from all claims of contractors, laborers and material men. Grantee shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the any property of the City or the Facilities in the Streets. Should any such lien be made or filed, Grantee shall cause the same to be discharged and released of record by bond or otherwise within thirty (30) days after written request by City.

15.2. No Advertisement. Grantee shall not place any advertisement or other notice on or about the Facilities which identifies the Grantee in any way (except for emergency notification postings or such other postings required by applicable law).

15.3. Merger. This document contains the entire Agreements of the Parties hereto with respect to the Agreement. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or respective successors in interest.

15.4. Non-Waiver. Failure of a Party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the other Party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to City after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

15.5. Force Majeure. If either City or Grantee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected Party shall endeavor to remove or overcome such inability as soon as reasonably possible.

15.6. Governing Law; Jurisdiction.

This Agreement shall be construed in accordance with the laws of the State of New Jersey, without reference to its conflicts of law principles. If suit is brought by a Party to this Agreement, the Parties agree that trial of such action shall be vested exclusively in the Circuit Court for Camden County New Jersey or the United States District Court for the District of New Jersey.

15.7. Change in Law and Severability.

15.7.1. If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either Party, such provision shall not render unenforceable this entire Agreement. Rather, the Parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

15.7.2. In the event that any legislative, regulatory, judicial, or other action binding upon the City of Camden and which would materially affect any of the terms of this Agreement issues after the effective date of this Agreement, then either Party may, upon thirty (30) days written notice, require that such terms be renegotiated, and the Parties expressly agree that they shall renegotiate in good faith mutually agreeable new terms to maintain, as far as possible, the benefits and burdens of this Agreement. In the event that the Parties are unable to agree upon such new terms within a reasonable time period, then either Party may seek appropriate relief with the FCC, state regulatory commission, if appropriate, or a court of competent jurisdiction, and shall, until and unless relief is granted (either on a final or interlocutory basis), comply with the terms hereof. Unless the parties agree otherwise, a reasonable time period for the purposes of this provision is sixty (60) days.

15.8. Representations.

15.8.1. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the

Parties' respective obligations hereunder and that such obligations shall be binding upon such Party.

15.8.2. Grantee represents that it is validly existing and in good standing under the laws of the State of New Jersey, that it is qualified to do business under the laws of the State of New Jersey, and that it has the power and authority to own its properties, to carry on its business as now being conducted, to enter into this Agreement and carry out the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

IN WITNESS THEREOF, the parties hereby bind themselves legally to the terms and conditions set forth in this Agreement, as evidenced by the signature of their duly authorized representatives.

WITNESS:

THE CITY OF CAMDEN

By: _____
Name: _____
Title: _____
Date: _____

WITNESS:

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Form:

City Attorney

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

R-32

Council Meeting: March

TO: Jason J. Asuncion, Esq., Business Administrator
FROM: Michelle Banks-Spearman, City Attorney
Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION:
RESOLUTION APROVING RIGHT OF WAY AGREEMENT TEMPLATE

BRIEF DESCRIPTION OF ACTION:

On December 8, 2020, City Council adopted Ordinance MC-5313, entitled in part, "WIRELESS FACILITIES IN THE PUBLIC RIGHT OF WAY", which regulates the installation of wireless facilities in the City's public right of way. Ordinance MC-5313, provides that in order for a telecommunications company to erect a pole or install a wireless facility on a pole or structure not owned by the City of Camden within the City's public right of way, that telecommunications company must enter into a Right of Way Agreement with the City. The attached Right of Way Agreement Template was drafted by the City's Law Department, the City's Administration Working Group and expert outside legal counsel to comply with applicable FFC Federal regulations and MC-5313. The Law Department is asking City council to approve the usage of the attached Right of Way Agreement Template, as the form of agreement to be used with Telecommunication Companies seeking to install a pole or to install a wireless facility on a pole or structure not owned by the City in the City's public right of way. The Mayor or his designee is hereby authorized to execute Right of Way Agreements approved by the Director of Planning and Development and the Law Department, which are in substantially the same form as the approved Right of Way Agreement Template without separate approval by City Council.

AMOUNT OF PROPOSED CONTRACT: Varies

- ☐ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
*For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "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*

	<u>Date</u>	<u>Signature</u>
Approved by City Attorney:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____

☐ CAF –Certifications of Availability of Funds

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

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

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

Approved by Business Administrator: _____

<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By: <u>Edward L. Trueblood, Asst. City Attorney</u>	<u>X7170</u>
Contact Person: <u>Michelle Banks-Spearman, City Attorney</u>	<u>X7170</u>

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

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

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

MBS:dh
03-09-21

**RESOLUTION AUTHORIZING A CHANGE ORDER #6 TO
CONTRACT #03-19-131 WITH AP CONSTRUCTION INC., IN CONNECTION WITH
THE COOPER'S POYNT ROAD RECONSTRUCTION PROJECT (TIGER GRANT)**

WHEREAS, the Council of the City of Camden by Resolution (MC-19:6827) dated March 12, 2019 awarded a contract (#03-19-131) to AP Construction Inc. for the construction services related to the Camden Connections for the future grant for the Cooper's Poynt Road Reconstruction Project; and

WHEREAS, the contract price set forth in Resolution (MC-19:6827) as aforesaid was Thirteen Million Eight Hundred Thirty-Seven Thousand One Hundred and Thirty-Eight Dollars (\$13,837,138.00); and

WHEREAS, the Council of the City of Camden by Resolution #4 (MC-7526) adopted on June 29, 2020 authorized amendment #1 in the amount of Forty-Four Thousand Two Hundred Eighty-Seven Dollars and Ninety-Seven Cents (\$44,287.97) for additional costs and necessary work which was not covered in the specifications; and

WHEREAS, the Council of the City of Camden by Resolution #13 (MC-7742) adopted on December 8, 2020 approved amendment #2 in an amount not to exceed One Million Six Hundred Forty-Five Thousand Four Hundred Forty-Three Dollars and Seventy Cents (\$1,645,443.70) due to unforeseen circumstances; and

WHEREAS, the Council of the City of Camden by Resolution #14 (MC-7743) adopted on December 8, 2020 approved amendment #3 to decrease the amount by One Million One Hundred Seventeen Thousand Nine Hundred Ninety-Four Dollars (\$1,117,994.00) due to adjustment of quantities not needed; and

WHEREAS, the Council of the City of Camden by Resolution #5 (MC-7777) adopted on December 29, 2020 approved amendment #4 to decrease the contract amount by One Million Three Hundred Seventy-Four Thousand Seven Hundred Eighty-Eight Dollars And Eighty-Six Cents (\$1,374,788.86) due to adjustment of quantities not needed; and

WHEREAS, the Council of the City of Camden by Resolution #6 (MC-7778) adopted on December 29, 2020 approved amendment #5 to increase the contract amount by Eight Hundred Sixty-Five Thousand Three Hundred Thirty-One Dollars and Fifty-Eight Cents (\$865,331.58) due to an adjustment for increase of quantities needed; and

WHEREAS, it is necessary to further amend said contract by amendment #6 to increase the amount by ONE MILLION FOUR HUNDRED SEVENTEEN THOUSAND NINE HUNDRED THIRTY-THREE DOLLARS AND FORTY CENTS (\$1,417,933.40) due to an adjustment for increase of quantities needed; 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) "G-19-710-901", said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that contract #03-19-131 between the City of Camden and A.P. Construction Inc., be amended to reflect change order #6 to show an increase in the amount of ONE MILLION FOUR HUNDRED SEVENTEEN THOUSAND NINE HUNDRED THIRTY-THREE DOLLARS AND FORTY CENTS (\$1,417,933.40) for a total contract amount of FIFTEEN MILLION THREE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS AND NINETY-NINE CENTS (\$15,317,351.99).

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

MBS:dh
03-09-21

**RESOLUTION AUTHORIZING A CHANGE ORDER #7 TO
CONTRACT #03-19-131 WITH AP CONSTRUCTION INC., IN CONNECTION WITH
THE COOPER'S POYNT ROAD RECONSTRUCTION PROJECT (TIGER GRANT)**

WHEREAS, the Council of the City of Camden by Resolution (MC-19:6827) dated March 12, 2019 awarded a contract (#03-19-131) to AP Construction Inc. for the for the construction services related to the Camden Connections for the Future Grant for the Cooper's Poynt Road Reconstruction Project; and

WHEREAS, the contract price set forth in Resolution (MC-19:6827) as aforesaid was Thirteen Million Eight Hundred Thirty-Seven Thousand One Hundred and Thirty-Eight Dollars (\$13,837,138.00); and

WHEREAS, the Council of the City of Camden by Resolution #4 (MC-7526) adopted on June 29, 2020 authorized amendment #1 in the amount of Forty-Four Thousand Two Hundred Eighty-Seven Dollars and Ninety-Seven Cents (\$44,287.97) for additional costs and necessary work which was not covered in the specifications; and

WHEREAS, the Council of the City of Camden by Resolution #13 (MC-7742) adopted on December 8, 2020 approved amendment #2 in an amount not to exceed One Million Six Hundred Forty-Five Thousand Four Hundred Forty-Three Dollars and Seventy Cents (\$1,645,443.70) due to unforeseen circumstances; and

WHEREAS, the Council of the City of Camden by Resolution #14 (MC-7743) adopted on December 8, 2020 approved amendment #3 to decrease the amount by One Million One Hundred Seventeen Thousand Nine Hundred Ninety-Four Dollars (\$1,117,994.00) due to adjustment of quantities not needed; and

WHEREAS, the Council of the City of Camden by Resolution #5 (MC-7777) adopted on December 29, 2020 approved amendment #4 to decrease the contract amount by One Million Three Hundred Seventy-Four Thousand Seven Hundred Eighty-Eight Dollars and Eighty-Six Cents (\$1,374,788.86) due to adjustment of quantities not needed; and

WHEREAS, the Council of the City of Camden by Resolution #6 (MC-7778) adopted on December 29, 2020 approved amendment #5 to increase the contract amount by Eight Hundred Sixty-Five Thousand Three Hundred Thirty-One Dollars and Fifty-Eight Cents (\$865,331.58) due to an adjustment increase of quantities needed; and

WHEREAS, the Council of the City of Camden by Resolution dated March 9, 2021 will approve amendment #6 to increase the contract amount by One Million Four Hundred Seventeen Thousand Nine Hundred Thirty-Three Dollars and Forty Cents (\$1,417,933.40) due to an adjustment increase of quantities needed; and


WHEREAS, it is necessary to further amend said contract by amendment #7 to decrease the amount by THREE HUNDRED SIXTY THOUSAND THREE HUNDRED TWENTY-THREE DOLLARS AND FIFTY CENTS (\$360,323.50) due to quantity adjustments; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that contract #03-19-131 between the City of Camden and A.P. Construction Inc., be amended to reflect change order #7 to show a decrease in the amount of THREE HUNDRED SIXTY THOUSAND THREE HUNDRED TWENTY-THREE DOLLARS AND FIFTY CENTS (\$360,323.50) for a total contract amount of FOURTEEN MILLION NINE HUNDRED FIFTY-SEVEN THOUSAND TWENTY-EIGHT DOLLARS AND FORTY-NINE CENTS (\$14,957,028.49).

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

MBS:dh
03-09-21

**RESOLUTION AUTHORIZING A CHANGE ORDER #8 TO
CONTRACT #03-19-131 WITH AP CONSTRUCTION INC., IN CONNECTION WITH
THE COOPER'S POYNT ROAD RECONSTRUCTION PROJECT (TIGER GRANT)**

WHEREAS, the Council of the City of Camden by Resolution (MC-19:6827) dated March 12, 2019 awarded a contract (#03-19-131) to AP Construction Inc. for the for the construction services related to the Camden Connections for the Future Grant for the Cooper's Poynt Road Reconstruction Project; and

WHEREAS, the contract price set forth in Resolution (MC-19:6827) as aforesaid was Thirteen Million Eight Hundred Thirty-Seven Thousand One Hundred and Thirty-Eight Dollars (\$13,837,138.00); and

WHEREAS, the Council of the City of Camden by Resolution #4 (MC-7526) adopted on June 29, 2020 authorized amendment #1 in the amount of Forty-Four Thousand Two Hundred Eighty-Seven Dollars and Ninety-Seven Cents (\$44,287.97) for additional costs and necessary work which was not covered in the specifications; and

WHEREAS, the Council of the City of Camden by Resolution #13 (MC-7742) adopted on December 8, 2020 approved amendment #2 in an amount not to exceed One Million Six Hundred Forty-Five Thousand Four Hundred Forty-Three Dollars and Seventy Cents (\$1,645,443.70) due to unforeseen circumstances; and

WHEREAS, the Council of the City of Camden by Resolution #14 (MC-7743) adopted on December 8, 2020 approved amendment #3 to decrease the amount by One Million One Hundred Seventeen Thousand Nine Hundred Ninety-Four Dollars (\$1,117,994.00) due to adjustment of quantities not needed; and

WHEREAS, the Council of the City of Camden by Resolution #5 (MC-7777) adopted on December 29, 2020 approved amendment #4 to decrease the contract amount by One Million Three Hundred Seventy-Four Thousand Seven Hundred Eighty-Eight Dollars and Eighty-Six Cents (\$1,374,788.86) due to adjustment of quantities not needed; and

WHEREAS, the Council of the City of Camden by Resolution #6 (MC-7778) adopted on December 29, 2020 approved amendment #5 to increase the contract amount by Eight Hundred Sixty-Five Thousand Three Hundred Thirty-One Dollars and Fifty-Eight Cents (\$865,331.58) due to an adjustment for the increase of quantities needed; and

WHEREAS, the Council of the City of Camden by Resolution dated March 9, 2021 will approve amendment #6 to increase the contract amount by One Million Four Hundred Seventeen Thousand Nine Hundred Thirty-Three Dollars and Forty Cents (\$1,417,933.40) due to an adjustment for the increase of quantities needed; and

WHEREAS, the Council of the City of Camden by Resolution dated March 9, 2021 will approved amendment #7 to decrease the contract amount by Three Hundred Sixty Thousand Three Hundred Twenty-Three Dollars and Fifty Cents (\$360,323.50) due to quantity adjustments; and

WHEREAS, it is necessary to further amend said contract by amendment #8 to increase the amount by THREE HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS (\$322,983.00) due to increase of quantities needed; 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) "G-19-710-901", said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that contract #03-19-131 between the City of Camden and A.P. Construction Inc., be amended to reflect change order #8 to show an increase in the amount of THREE HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS (\$322,983.00) for a total contract amount of FIFTEEN MILLION TWO HUNDRED EIGHTY THOUSAND ELEVEN DOLLARS AND FORTY-NINE CENTS (\$15,280,011.49).

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

Date of introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

**RESOLUTION AUTHORIZING AMENDMENT #1 TO CONTRACT #03-19-130
WITH CHARLES MARANDINO, LLC FOR CONSTRUCTION SERVICES RELATED
TO THE CAMDEN CONNECTIONS FOR THE COOPER STREET PEDESTRIAN
ACCESS (TIGER) PROJECT**

WHEREAS, the Council of the City of Camden by Resolution R-28 (MC-19:6826) dated March 12, 2019 awarded a contract (#03-19-130) to Charles Marandino, LLC for construction services related to the Camden Connections for the Future Grant for the Cooper Street Pedestrian Access Project (TIGER GRANT); and

WHEREAS, the contract price set forth in Resolution R-28 as aforesaid was for Two Million Four Hundred Seventy-Five Thousand Three Hundred and Twenty-Six Dollars (\$2,475,326.00); and

WHEREAS, it is necessary to amend contract #03-19-130 with Charles Marandino, LLC by amendment #1 in an amount not to exceed TWO HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-NINE DOLLARS (\$287,469.00) due to increases in as-built quantities resulting from existing changes related to field conditions; and

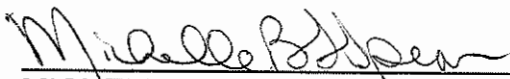
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden, under line item(s) "G-19-710-901", said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that contract #03-19-130 with Charles Marandino, LLC, be amended by amendment #1 in the amount of TWO HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-NINE DOLLARS (\$287,469.00), making the total amount of the contract an amount not to exceed TWO MILLION SEVEN HUNDRED SIXTY-TWO THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS (\$2,762,795.00).

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 of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.



MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

MBS:dh
03-09-21

**RESOLUTION AUTHORIZING AMENDMENT #2 TO CONTRACT #03-19-130
WITH CHARLES MARANDINO, LLC FOR CONSTRUCTION SERVICES RELATED
TO THE CAMDEN CONNECTIONS FOR THE COOPER STREET PEDESTRIAN
ACCESS (TIGER) PROJECT**

WHEREAS, the Council of the City of Camden by Resolution R-28 (MC-19:6826) dated March 12, 2019 awarded a contract (#03-19-130) to Charles Marandino, LLC for construction services related to the Camden Connections for the Future Grant for the Cooper Street Pedestrian Access Project (TIGER GRANT); and

WHEREAS, the contract price set forth in Resolution R-28 as aforesaid was for Two Million Four Hundred Seventy-Five Thousand Three Hundred and Twenty-Six Dollars (\$2,475,326.00); and

WHEREAS, the Council of the City of Camden by Resolution dated on March 9, 2021 will amend contract #03-19-130 with Charles Marandino, LLC by amendment #1 to increase the amount by TWO HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-NINE DOLLARS (\$287,469.00) due to increases in as-built quantities resulting from existing changes related to field conditions; and

WHEREAS, it is necessary to further amend contract #03-19-130 with Charles Marandino, LLC by amendment #2 to decrease the amount by ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-ONE DOLLARS (\$138,671.00) due to installation methodology of concrete curb and quantity adjustments; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that contract #03-19-130 with Charles Marandino, LLC, be amended by amendment #2 to decrease the amount by ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-ONE DOLLARS (\$138,671.00), making the total amount of the contract an amount not to exceed TWO MILLION SIX HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED TWENTY-FOUR DOLLARS (\$2,624,124.00).

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 of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

**RESOLUTION AUTHORIZING AMENDMENT #3 TO CONTRACT #03-19-130
WITH CHARLES MARANDINO, LLC FOR CONSTRUCTION SERVICES RELATED
TO THE CAMDEN CONNECTIONS FOR THE COOPER STREET PEDESTRIAN
ACCESS (TIGER) PROJECT**

WHEREAS, the Council of the City of Camden by Resolution R-28 (MC-19:6826) dated March 12, 2019 awarded a contract (#03-19-130) to Charles Marandino, LLC for construction services related to the Camden Connections for the Future Grant for the Cooper Street Pedestrian Access Project (TIGER GRANT); and

WHEREAS, the contract price set forth in Resolution R-28 as aforesaid was for Two Million Four Hundred Seventy-Five Thousand Three Hundred and Twenty-Six Dollars (\$2,475,326.00); and

WHEREAS, the Council of the City of Camden by Resolution dated on March 9, 2021 will amend contract #03-19-130 with Charles Marandino, LLC by amendment #1 to increase the amount by TWO HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-NINE DOLLARS (\$287,469.00) due to increases in as-built quantities resulting from existing changes related to field conditions; and

WHEREAS, the Council of the City of Camden by Resolution dated on March 9, 2021 will amend contract #03-19-130 with Charles Marandino, LLC by amendment #2 to decrease the amount by ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-ONE DOLLARS (\$138,671.00) due to quantity adjustments of installation methodology of concrete curb; and

WHEREAS, it is necessary to further amend contract #03-19-130 with Charles Marandino, LLC by amendment #3 to increase the amount by ONE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED EIGHTY-NINE DOLLARS (\$166,689.00) due to installation of handicap ramps, roadway restoration, installation of gates and other associated work; 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) "G-19-710-901", said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that contract #03-19-130 with Charles Marandino, LLC, be amended by amendment #3 to increase the amount by ONE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED EIGHTY-NINE DOLLARS (\$166,689.00), making the total amount of the contract an amount not to exceed TWO MILLION SEVEN HUNDRED NINETY THOUSAND EIGHT HUNDRED THIRTEEN DOLLARS (\$2,790,813.00).

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 of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

**RESOLUTION AUTHORIZING AMENDMENT #4 TO CONTRACT #03-19-130
WITH CHARLES MARANDINO, LLC FOR CONSTRUCTION SERVICES RELATED
TO THE CAMDEN CONNECTIONS FOR THE COOPER STREET PEDESTRIAN
ACCESS (TIGER) PROJECT**

WHEREAS, the Council of the City of Camden by Resolution R-28 (MC-19:6826) dated March 12, 2019 awarded a contract (#03-19-130) to Charles Marandino, LLC for construction services related to the Camden Connections for the future grant for the Cooper Street Pedestrian Access Project (TIGER GRANT); and

WHEREAS, the contract price set forth in Resolution R-28 as aforesaid was for Two Million Four Hundred Seventy-Five Thousand Three Hundred and Twenty-Six Dollars (\$2,475,326.00); and

WHEREAS, the Council of the City of Camden by Resolution dated on March 9, 2021 will amend contract #03-19-130 with Charles Marandino, LLC by amendment #1 to increase the amount by TWO HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-NINE DOLLARS (\$287,469.00) due to increases in as-built quantities resulting from existing changes related to field conditions; and

WHEREAS, the Council of the City of Camden by Resolution dated on March 9, 2021 will amend contract #03-19-130 with Charles Marandino, LLC by amendment #2 to decrease the amount by ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-ONE DOLLARS (\$138,671.00) due to quantity adjustments of installation methodology of concrete curb; and

WHEREAS, the Council of the City of Camden by Resolution dated on March 9, 2021 will amend contract #03-19-130 with Charles Marandino, LLC by amendment #3 to increase the amount by ONE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED EIGHTY-NINE DOLLARS (\$166,689.00) due to installation of handicap ramps, roadway restoration, installation of gates and other associated work; and

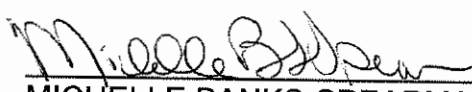
WHEREAS, it is necessary to further amend contract #03-19-130 with Charles Marandino, LLC by amendment #4 to decrease the amount by THIRTY THOUSAND SEVEN HUNDRED DOLLARS (\$30,700.00) due to modified tree installation, substitution tree pits and other associated work; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that contract #03-19-130 with Charles Marandino, LLC, be amended by amendment #4 to decrease the amount by THIRTY THOUSAND SEVEN HUNDRED DOLLARS (\$30,700.00), making the total amount of the contract an amount not to exceed TWO MILLION SEVEN HUNDRED SIXTY THOUSAND ONE HUNDRED THIRTEEN DOLLARS (\$2,760,113.00).

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 of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.



MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

**RESOLUTION AUTHORIZING AMENDMENT #1 TO CONTRACT #03-19-121S
WITH CME ASSOCIATES, LLC FOR CONSTRUCTION MANAGEMENT AND
ADMINISTRATION OF THE COOPER STREET PEDESTRIAN ACCESS
(TIGER) PROJECT**

WHEREAS, the Council of the City of Camden by Resolution R-2 (MC-19:6776) dated March 5, 2019 awarded a contract (#03-19-121s) to Consulting and Municipal Engineers (CME) Associates for construction management and administration of the Cooper Street Pedestrian Access Project (TIGER) project; and

WHEREAS, the contract price set forth in Resolution R-2 as aforesaid was for One Hundred Eighty-Six Thousand Four Hundred Seventy-One Dollars and Fifty-Six Dollars (\$186,471.56); and

WHEREAS, it is necessary to amend contract #03-19-121s with CME Associates, LLC by amendment #1 in an amount not to exceed THIRTY-SIX THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS AND THIRTY CENTS (\$36,252.30) due to changes related to field conditions; 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) "G-19-710-901", said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that contract #03-19-121s with CME Associates, LLC, be amended by amendment #1 in the amount of THIRTY-SIX THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS AND THIRTY CENTS (\$36,252.30), making the total amount of the contract an amount not to exceed TWO HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS AND EIGHTY-SIX CENTS (\$222,723.86).

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

Date of Introduction: March 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk