



AGENDA

CITY OF CAMDEN

CITY COUNCIL REGULAR MEETING

September 14th, 2021 – 5:00 p.m.

Honorable Curtis Jenkins, President
Honorable Marilyn Torres, Vice President
Honorable Sheila Davis
Honorable Angel Fuentes
Honorable Felisha Reyes-Morton
Honorable Shaneka Boucher
Honorable Chris Collins

Honorable Victor Carstarphen, Mayor

Michelle Spearman, City Attorney
Howard McCoach, Counsel to Council

Luis Pastoriza, Municipal Clerk



CITY COUNCIL AGENDA

TUESDAY, SEPTEMBER 14TH, 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 July 27th, 2021 to August 22, 2021
2. Payroll registers of the City of Camden for the period of August 6th, 2021 and August 20, 2021

OLD BUSINESS

ORDINANCES – FIRST READING

Department of Development & Planning

1. Ordinance authorizing the street vacation for Spectrum Capital Camden, LLC for Block 110, Lots 11, 16, 49, 51 (qualifier) B-01 and 67, 1107 Penn Street, NS AD Wilson 74 E of 11th Street, 1182 Linden Street, 112-1156 Linden Street and SS Linden 418 E. 11th Street

ORDINANCES – SECOND READING & PUBLIC HEARING

Office of City Council

1. Ordinance amending and supplementing Chapter 562: Parks and Recreation, formerly Chapter 390: article 2 of Chapter 18 of the Revised Ordinances and further amended and supplemented on numerous occasions including by municipal ordinance MC-4672, adopted June 12, 2012 in order to designate children play areas in City of Camden parks
2. Ordinance amending and supplementing municipal ordinance MC-600, adopted on March 11, 1971 and amended by municipal ordinance, MC-2289 on April 9, 1987 and by municipal ordinance, MC-4234 on October 12, 2006

Public Works

3. An ordinance authorizing the removal of handicap parking privileges in certain locations in the City of Camden
4. An ordinance authorizing the upgrade to personalized signage of a certain location of its handicap parking privileges

Office of City Attorney

5. Ordinance amending MC-4755 codified as chapter 510 of the Camden Code establishing the “lien review committee”

RESOLUTIONS

Office of the City Attorney

1. Resolution authorizing an agreement between the Delaware River Port Authority (“DRPA”) and the City of Camden
2. Resolution amending the shared services agreement between the City of Camden and Camden Redevelopment Agency (“CRA”) for the Camden Charter School Network Project
3. Resolution Authorizing the City to Accept the New Fleet Garage Building from Camden Community Partners (by title)

Department of Administration

4. Resolution re-appointing Keith Walker as a class II member of the City of Camden Planning Board
5. Resolution re-appointing Raul Bartra to the Municipal Board of Alcoholic Beverage Control
6. Resolution authorizing a subrecipient agreement between the City of Camden and Camden Community Partnership Inc. for North 7th Street Project (Linden Street to Elm Street) Bikeway Implementation Project

7. Resolution authorizing a contract under New Jersey State Contract #20-Fleet-01189 to Chas S Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ to purchase three (3) 2022 police interceptor utility AWD Ford Explorers

Department of Planning & Development

8. Resolution authorizing a license agreement with Melvina McCoy, 725 New Street, Block 1436, Lot 29 for the placement of a fence on the city's right of way (sidewalk) and (steps)
9. Resolution accepting a grant from the Delaware Valley Regional Planning Commission (DVRPC) for the supportive highway regional planning program in the amount of \$24,000.00
10. Resolution accepting a grant from the Delaware Valley Regional Planning Commission (DVRPC) for the Transit Support Planning Grant Program in the amount of \$20,8000.00
11. Resolution authorizing the acceptance of a NJDOT FY 2019 award in the amount of \$1,000,000.00, for use in connection with the 2019 resurfacing of various streets project
12. Resolution authorizing the acceptance of a NJDOT FY 2020 award in the amount of \$1,052,864.00, for use in connection with the 2020 resurfacing of various streets project

Department of Finance

13. Resolution authorizing holding an electronic tax sale
14. Resolution authorizing a refund to lien holder Fig NJ18, LLC
15. Resolution authorizing the refund of unapplied cash to Procap7, First Trust Bank, LLC
16. Resolution authorizing the cancellation of charges due to exempt status
17. Resolution authorizing the refund of 2nd quarter taxes due to exempt status
18. Resolution authorizing the cancellation of charges/liens due to property ownership changing to the City of Camden
19. Resolution authorizing the refund of unapplied cash (Code 46) to Samuel Serrano for (3422 Westfield Avenue) Block -1029/ Lot-33 due to lien being assigned in error
20. Resolution authorizing the assignment of one hundred twenty-five (125) tax sale certificates

Department of Public Works

21. Resolution authorizing the upgrade of street lightning of various streets
(Station Avenue and Federal Street)
22. Resolution authorizing the new installation of two (2) new streetlights on
Ferry Avenue
23. Resolution authorizing the upgrade of street lightning on various streets
(Haddon Avenue, Baird Blvd., and Wildwood Avenue)
24. Resolution authorizing the acceptance of PSEG outdoor lightning agreements
for led lightning upgrade in the (Centerville Neighborhood-Antioch Manor
Area)

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

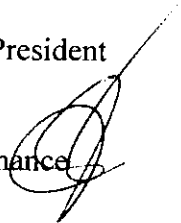
VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

JOHANNA S. CONYER
DIRECTOR OF FINANCE
TEL 856-757-7582
EMAIL: FINANCE@CCLCAMDEN.NJ.US
WEBSITE: WWW.CLCAMDEN.NJ.US

MEMORANDUM

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

From: Johanna S. Conyer Harris, Director of Finance 

Date: August 23, 2021

Subject: **Check Register-Communications for Forthcoming City Council Meeting- September 14, 2021.**

Attached, please find the Check Register for the City of Camden for the period of July 27th 2021 to August 22, 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 Victor Carstarphen, Mayor

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CAMDEN CITY
Check Register By Check Date

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Range of Checking Accts: First to Last Range of Check Dates: 07/27/21 to 08/22/21
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD 3RD PARTY 21 TD 3rdPrtyLien 2021 4308903552					
47190	07/27/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	23.00	08/12/21	16258
47191	07/27/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,000.00	08/12/21	16259
47192	07/27/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,100.00	08/12/21	16260
47193	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,460.22	08/12/21	16261
47194	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	6,579.75	08/12/21	16262
47195	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	5,276.19	08/12/21	16263
47196	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,621.10	08/23/21	16264
47197	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,940.36	08/23/21	16265
47198	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	8,019.38	08/23/21	16266
47199	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	14,157.14		16267
47200	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	5,690.90		16268
47201	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,907.95		16269
47202	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,704.62		16270
47203	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	775.12		16271
47204	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	9,066.72		16272
47206	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,551.95		16273
47207	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,776.68		16274
47208	07/28/21	LN-40206 US BANK CUST FOR PRO CAP 8	625.44	08/23/21	16275
47209	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	899.11		16276
47210	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	567.81		16277
47211	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	981.94		16278
47212	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	413.19		16279
47213	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,804.96		16280
47214	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	588.86		16281
47215	07/28/21	LN-11304 CHANGSHENG LU	617.31		16282
47216	07/28/21	LN-20074 LB-HONEY BADGER,SBMUNTX	4,110.00		16283
47217	07/28/21	LN-40206 US BANK CUST FOR PRO CAP 8	933.67		16284
47218	07/28/21	LN-40206 US BANK CUST FOR PRO CAP 8	1,621.00	08/23/21	16285
47219	07/28/21	LN-31069 GUPTA RAJ/SHILA,NISHA GUPTA	237.08		16286
47220	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	7,588.29		16286
47221	07/28/21	LN-40189 PINE VALLEY ONE REALESTATE LLC	1,371.06	08/12/21	16286
47222	07/28/21	LN-50025 PC4 LLC	10,735.33		16286
47223	07/28/21	LN-50026 PC5 LLC	2,389.74		16286
47224	07/28/21	LN-50096 Angad Guglani	8,127.45	08/23/21	16286
47225	07/28/21	LN-40206 US BANK CUST FOR PRO CAP 8	1,168.96		16287
47226	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	616.46		16288
47227	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	7,689.88		16289
47228	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,137.49		16290
47229	07/28/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	8,581.52		16291
47230	07/28/21	LN-40082 FIG CUST FOR FIG NJ18 LLC	9,834.48		16292
47231	07/29/21	LN-40206 US BANK CUST FOR PRO CAP 8	424.00	08/23/21	16294
47232	08/02/21	LN-40206 US BANK CUST FOR PRO CAP 8	159.00	08/23/21	16305
47233	08/02/21	LN-40206 US BANK CUST FOR PRO CAP 8	53.00	08/23/21	16306
47234	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	8,821.96		16307
47235	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,329.12		16308
47236	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,216.41		16309
47237	08/02/21	LN-40206 US BANK CUST FOR PRO CAP 8	745.46	08/23/21	16309
47238	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,264.89		16310
47239	08/02/21	LN-40206 US BANK CUST FOR PRO CAP 8	145.46	08/23/21	16310

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Check Register By Check Date

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD 3RD PARTY 21 TD 3rdPrtyLien 2021 4308903552 Continued					
47240	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,277.00		16311
47241	08/02/21	LN-40206 US BANK CUST FOR PRO CAP 8	1,555.09	08/23/21	16311
47244	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,668.81		16312
47245	08/02/21	LN-40206 US BANK CUST FOR PRO CAP 8	1,229.38		16312
47246	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,829.22		16313
47247	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	40,524.82		16314
47248	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,440.74		16315
47249	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	5,613.85		16316
47250	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	8,490.20		16317
47251	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	421.65		16318
47252	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,325.69	08/23/21	16319
47253	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	554.82	08/23/21	16320
47254	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	6,868.11	08/23/21	16321
47255	08/02/21	LN-40082 FIG CUST FOR FIG NJ18 LLC	957.14		16322
47256	08/02/21	LN-40206 US BANK CUST FOR PRO CAP 8	106.00	08/23/21	16323
47257	08/02/21	LN-40082 FIG CUST FOR FIG NJ18 LLC	9,614.88		16324
47259	08/02/21	LN-40206 US BANK CUST FOR PRO CAP 8	745.46		16325
47260	08/02/21	LN-40206 US BANK CUST FOR PRO CAP 8	644.61		16326
47261	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,365.96		16327
47262	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	475.95		16328
47263	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,668.24		16329
47264	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	5,733.90		16330
47265	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,176.86		16331
47266	08/02/21	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,898.86		16332
47267	08/03/21	LN-40187 TLOA OF NJ LLC	53.00	08/23/21	16334
47268	08/03/21	LN-40206 US BANK CUST FOR PRO CAP 8	53.00	08/23/21	16335
47269	08/03/21	LN-40206 US BANK CUST FOR PRO CAP 8	53.00	08/23/21	16336
47270	08/03/21	LN-40206 US BANK CUST FOR PRO CAP 8	53.00	08/23/21	16337
47272	08/04/21	LN-40080 US BANK CUST PC7 FIRSTTRUST BAN	1,720.84	08/23/21	16338
47273	08/04/21	LN-40206 US BANK CUST FOR PRO CAP 8	0.00	08/04/21 VOID	0
47274	08/04/21	LN-40206 US BANK CUST FOR PRO CAP 8	20,077.58	08/23/21	16338
47275	08/04/21	LN-40080 US BANK CUST PC7 FIRSTTRUST BAN	8,082.88	08/23/21	16339
47276	08/04/21	LN-11230 THE HELPING NETWORK LLC	1,481.86		16340
47277	08/04/21	LN-40187 TLOA OF NJ LLC	46,244.23	08/23/21	16340
47278	08/04/21	LN-40189 PINE VALLEY ONE REALESTATE LLC	224,277.76	08/23/21	16340
47279	08/04/21	LN-50026 PCS LLC	2,442.74	08/23/21	16340
47280	08/04/21	LN-50050 BLENDED BROWN MANAGEMENT	7,716.92	08/12/21	16340
47281	08/04/21	LN-40189 PINE VALLEY ONE REALESTATE LLC	53.00	08/23/21	16341
47282	08/04/21	LN-40206 US BANK CUST FOR PRO CAP 8	53.00		16342
47283	08/04/21	LN-31117 US BANK CUST/PC 4 FIRSTTRUST BA	53.00		16343
47284	08/04/21	LN-31117 US BANK CUST/PC 4 FIRSTTRUST BA	53.00		16344

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	89	1	593,107.46	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	89	1	593,107.46	0.00

TD CDBG GRANT21 TD CDBG Grant 2021 4308903718					
25427	07/30/21	EDS06 ED'S CONTRACTING SERVICES	4,800.00	08/05/21	16300
25428	07/30/21	HOL46 DOROTHEA ATKINS	2,604.00	08/12/21	16300
25429	07/30/21	LBC01 LA BEBA CORPORATIONS	15,000.00	08/05/21	16300
25430	07/30/21	TRI14 TRIAD ASSOCIATES SERVICES, INC	16,500.00		16300
25431	08/06/21	EAS12 EASTSIDE BUILDERS	4,100.00	08/12/21	16347

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Check Register By Check Date

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD CDBG GRANT21 TD CDBG Grant 2021 4308903718 Continued					
25432	08/06/21	NAT76 NATIONAL COMMUNITY DEV ASSOC.	940.00	08/20/21	16347
25433	08/06/21	PUB04 PSE&G	2,479.81	08/13/21	16347
25434	08/06/21	ROB21 ROBERTO SANES	5,000.00	08/12/21	16347
25435	08/06/21	SHI03 SHI INTERNATIONAL CORP	295.00		16347
25436	08/13/21	MOB02 KELLY MOBLEY	96.02		16357
25437	08/13/21	ROB21 ROBERTO SANES	5,000.00	08/20/21	16357
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	11	0	56,814.83	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	11	0	56,814.83	0.00
TD ESCROW 2021 TD Escrow 1/21/21 4308903700					
1674	07/30/21	DEM07 DEMBO, BROWN & BURNS LLP	0.00	07/30/21 VOID	0
1675	07/30/21	DEM07 DEMBO, BROWN & BURNS LLP	6,576.00		16295
1676	07/30/21	DEM07 DEMBO, BROWN & BURNS LLP	1,392.00		16296
1677	08/06/21	REM02 REMINGTON & VERNICK	4,093.25		16346
1678	08/13/21	DEM07 DEMBO, BROWN & BURNS LLP	3,792.00		16353
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	4	1	15,853.25	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	4	1	15,853.25	0.00
TD ESG GRANT 21 TD ESG Grant 2021 4308907596					
10100	07/30/21	MAZ03 MAURICE BASEM MAZAHREH	11,553.00	08/06/21	16301
10101	07/30/21	PEN43 PENNBRIIDGE MANAGEMENT, LLC	9,960.00	08/06/21	16301
10102	07/30/21	PUB04 PSE&G	5,000.00	08/13/21	16301
10103	08/13/21	PUB04 PSE&G	2,259.33		16356
10104	08/13/21	WBM01 W B MASON CO, INC	5,973.58		16356
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	5	0	34,745.91	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	5	0	34,745.91	0.00
TD GEN INS 21 TD Gen Ins 2021 4308903544					
21328	07/30/21	ABE02 GERALD ABEL	742.50		16297
21329	07/30/21	ANG02 RONALD ANGEMI	1,584.00		16297
21330	07/30/21	ANG03 NICHOLAS F. ANGELASTRO	891.00		16297
21331	07/30/21	ARD01 VINCENT ARDIRE	1,728.00		16297
21332	07/30/21	ARE06 JOSEPH H. ARENSBERG	1,446.00		16297
21333	07/30/21	AVE01 JOHN E. AVERSA	1,506.00		16297
21334	07/30/21	BAI08 WILLIAM BAIN	1,242.00		16297
21335	07/30/21	BAL16 WILLIE J BALLARD	1,758.60		16297
21336	07/30/21	BAN09 WILLIAM H. BANKS	1,680.00		16297
21337	07/30/21	BAS03 ROBERT A. BASILE	1,632.00		16297
21338	07/30/21	BER27 WILLIAM E. BERKS	1,188.00		16297
21339	07/30/21	BOC03 ROLAND BOCK	4,608.00		16297
21340	07/30/21	BON05 LORRAINE BONELLI	891.00		16297
21341	07/30/21	BOY04 RONALD J. BOYLE	1,782.00		16297
21342	07/30/21	BRI23 ROSEANN BRIGGS	891.00		16297

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD GEN INS 21	TD Gen Ins	2021 4308903544	Continued		
21343	07/30/21	BUM03 NORMAN L BUMM	843.00		16297
21344	07/30/21	CAP19 PAUL CAPIZOLA	1,614.00		16297
21345	07/30/21	CAR09 PETER CARBONE	2,494.80		16297
21346	07/30/21	CAR90 RODNEY CARTER	885.00		16297
21347	07/30/21	CAS28 VIRGINIA CASTRO	891.00		16297
21348	07/30/21	CHA36 RUSSELL H. CHANDLER	1,722.00		16297
21349	07/30/21	CIN07 RICHARD L. CINAGLIA	1,782.00		16297
21350	07/30/21	COM42 SHARON COMBS-PETTIGREW	867.60		16297
21351	07/30/21	COV01 LEONARD COVOLESKY	1,440.00		16297
21352	07/30/21	CRO22 RONALD CROWDER	1,584.00		16297
21353	07/30/21	DAL01 LENA DALY	891.00		16297
21354	07/30/21	DAV27 CHARLES L. DAVIS	891.00		16297
21355	07/30/21	DAV63 FREDERICK S DAVIS	2,494.80		16297
21356	07/30/21	DEA07 DENNIS DEAL	1,644.00		16297
21357	07/30/21	DEL17 PAUL M. DELFING, JR.	765.00		16297
21358	07/30/21	DEL37 JOAN DELGOZZO	891.00		16297
21359	07/30/21	DEV03 JAMES L. DEVINE	741.00		16297
21360	07/30/21	DEV05 ALBERT A. DEVONE	1,247.40		16297
21361	07/30/21	DIP01 WILLIAM DIPOMPO	5,702.40		16297
21362	07/30/21	DIP04 GAETANO J. DIPATRI	1,752.00		16297
21363	07/30/21	DIT02 JOSEPH J DITARANTO JR	891.00		16297
21364	07/30/21	DUU02 CHARLES DUUS	723.00		16297
21365	07/30/21	FAR13 CURTIS W FARMER	891.00		16297
21366	07/30/21	FIG03 EDWIN J FIGUEROA	2,316.60		16297
21367	07/30/21	FRE21 JOSEPH L FREEMAN	837.00		16297
21368	07/30/21	GAL06 MICHAEL GALASSO	1,782.00		16297
21369	07/30/21	GAL18 WILLIAM GALLAGHER	1,644.00		16297
21370	07/30/21	GAR49 JERISE GARTEN	1,584.00		16297
21371	07/30/21	GIB12 KAREN L GIBSON	891.00		16297
21372	07/30/21	GON43 ANTONIO S GONZALEZ	879.00		16297
21373	07/30/21	GOR05 RONALD T. GORSKI	867.00		16297
21374	07/30/21	GOR07 THOMAS P. GORCZYNSKI	1,614.00		16297
21375	07/30/21	GOR15 THERESA M GORMAN	891.00		16297
21376	07/30/21	GOU05 JOSEPH L. GOULD	1,746.00		16297
21377	07/30/21	GRA45 JOSEPH L. GRACE	1,770.00		16297
21378	07/30/21	GRI11 TERENCE M GRIMES	2,192.40		16297
21379	07/30/21	GRY02 JOHN T. GRYCKIEWICZ	1,656.00		16297
21380	07/30/21	GUI05 CHARLES A. GUIDOTTI	1,650.00		16297
21381	07/30/21	HAN09 RICHARD E. HAND	1,704.00		16297
21382	07/30/21	HAR09 DONALD R. HARRISON	1,704.00		16297
21383	07/30/21	HAR82 RICHARD B. HARRIS	1,929.60		16297
21384	07/30/21	HEN17 LLOYD W. HENSHALL	1,713.60		16297
21385	07/30/21	HIL03 JAMES M HILLMAN	1,668.00		16297
21386	07/30/21	HOR13 JOSE L. HORTA	891.00		16297
21387	07/30/21	HOR18 JOHN HORNER SR.	1,764.00		16297
21388	07/30/21	HUE01 WILLIAM HUELAS	1,596.00		16297
21389	07/30/21	HUS02 JAMES J. HUSTON, JR.	1,758.60		16297
21390	07/30/21	JAC25 CHARLES E JACKSON	1,674.00		16297
21391	07/30/21	JAN05 DONALD JANKIEWICZ	1,596.00		16297
21392	07/30/21	JOH34 JAMES JOHNSTON	1,214.40		16297
21393	07/30/21	KEA09 JOHN KEARNEY, ESQ.	1,800.00		16297
21394	07/30/21	KIF01 GEORGE KIFFERLY	1,602.00		16297

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
TD GEN INS 21	TD Gen Ins	2021 4308903544	Continued	
21395	07/30/21	KIL03 DENNIS G. KILLE	1,782.00	16297
21396	07/30/21	KIR08 JOSEPH KIRK, JR.	783.00	16297
21397	07/30/21	KNO02 PATRICIA J. KNOWLES	1,782.00	16297
21398	07/30/21	KOG01 MARK KOGUT	1,188.00	16297
21399	07/30/21	KOW01 JOSEPH KOWALSKI	1,782.00	16297
21400	07/30/21	KOW03 RONALD C. KOWALSKI	1,662.00	16297
21401	07/30/21	KRA07 DAVID KRAUS	1,698.00	16297
21402	07/30/21	KUR01 GEORGE C. KURTYAN	1,247.40	16297
21403	07/30/21	LES06 JOSEPH LESNIEWSKI	1,758.60	16297
21404	07/30/21	LIB08 LUCY LIBRIZZI	891.00	16297
21405	07/30/21	LUZNG005 LUZ N. GONZALES	297.00	16297
21406	07/30/21	LYO04 GARY LYONS & ANGIE LYONS	891.00	16297
21407	07/30/21	MAR08 JOSEPH A MARINI	2,316.60	16297
21408	07/30/21	MAR97 RICHARD B. MARTER	1,782.00	16297
21409	07/30/21	MAT05 PAUL MATYJASIK	891.00	16297
21410	07/30/21	MEL18 FERDINAND J. MELONI	891.00	16297
21411	07/30/21	MIL40 OSCAR MILBOURNE	1,686.00	16297
21412	07/30/21	MIL91 GARY E MILLER	1,782.00	16297
21413	07/30/21	MIX02 DELORES MIXON	891.00	16297
21414	07/30/21	MOR75 RONALD J MORENO	891.00	16297
21415	07/30/21	MOR76 ANGELICA M MORALES	891.00	16297
21416	07/30/21	MUR24 MARTIN MURRAY	1,782.00	16297
21417	07/30/21	MUR25 GREGORY J MURPHY	1,782.00	16297
21418	07/30/21	NEL09 JUNIUS B. NELSON	1,782.00	16297
21419	07/30/21	NEL11 ROBERT W. NELSON	1,782.00	16297
21420	07/30/21	NEW46 ERNEST A. NEWKIRK	735.00	16297
21421	07/30/21	ODE01 WILLIAM O'DENNIS	1,531.20	16297
21422	07/30/21	OLS04 WILLIAM E OLSON JR	3,717.00	16297
21423	07/30/21	PAMEL005 PAMELA INGRAM	594.00	16297
21424	07/30/21	PAV04 THOMAS M PAVLOW	3,435.00	16297
21425	07/30/21	PHO02 JOHN N. PHOENIX	1,698.00	16297
21426	07/30/21	PRO39 THOMAS M. PROSINSKI	1,710.00	16297
21427	07/30/21	RIV20 JOSEPH RIVERA	1,782.00	16297
21428	07/30/21	RUM01 WILLIAM N RUMELL	1,758.00	16297
21429	07/30/21	SAN09 JOSE SANCHEZ	891.00	16297
21430	07/30/21	SCH06 HARRY C. SCHOLZ, JR.	1,513.80	16297
21431	07/30/21	SCH49 MICHAEL SCHLICHTIG	861.00	16297
21432	07/30/21	SMA09 ABRAHAM SMALLS	765.00	16297
21433	07/30/21	SONYA005 SONYA G. BELL	445.50	16297
21434	07/30/21	SPE06 PAUL SPEAS	891.00	16297
21435	07/30/21	SPR08 FREDERICK SPRENG	891.00	16297
21436	07/30/21	STE47 JOHN L. STERNER	1,413.00	16297
21437	07/30/21	SZA03 WALTER J. SZATKOWSKI	4,267.20	16297
21438	07/30/21	TAT07 RICHARD TATE	1,782.00	16297
21439	07/30/21	TET02 DOMINICK L. TETI	1,782.00	16297
21440	07/30/21	TRE07 BARBARA TRESKY	891.00	16297
21441	07/30/21	TRO14 RONALD A. TROUTMAN	1,668.00	16297
21442	07/30/21	TRZ02 STANLEY TRZEBUNIAK	1,782.00	16297
21443	07/30/21	TUR20 ROBERT A. TURNER	2,851.20	16297
21444	07/30/21	UPS04 FRANKLIN E. UPSHAW	1,680.00	16297
21445	07/30/21	VAN12 ROBERT W. VAN ISTENDAL	1,782.00	16297
21446	07/30/21	VEN05 JOHN R VENABLES JR	891.00	16297

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD GEN INS 21	TD Gen Ins	2021 4308903544	Continued		
21447	07/30/21	VER01 CARLOS VERA	1,782.00		16297
21448	07/30/21	VOG01 HARRY VOGEL	1,782.00		16297
21449	07/30/21	WAR25 GARY WARDEN	1,247.40		16297
21450	07/30/21	WAR27 STEPHANIE M WARE	1,782.00		16297
21451	07/30/21	WHI40 LESTER WHINNA	891.00		16297
21452	07/30/21	WIL105 ROBERT J. WILLIAMS	1,782.00		16297
21453	07/30/21	WIL117 GILBERT L WILSON	1,247.40		16297
21454	07/30/21	WIL47 ARCHIE WILLIAMS	891.00		16297
21455	07/30/21	WIL85 RICHARD W. WILLIAMS	1,686.00		16297
21456	07/30/21	WOR02 ROBERT C. WORRELL	735.00		16297
21457	07/30/21	WYS03 JOSEPH C WYSOCKI	1,782.00		16297
21458	07/30/21	YEA03 KATHLEEN M. YEAGER	891.00		16297
21459	07/30/21	YEA04 CHRISTOPHER YEAGER	1,782.00		16297
21460	08/06/21	BEN32 MARVIN BENDY	1,336.80		16349
21461	08/06/21	DEE02 MICHAEL DEETS	1,614.00		16349
21462	08/06/21	DOR07 DAVID A DORWORTH	891.00		16349
21463	08/06/21	FEL15 FRANCISCO FELICIANO	891.00		16349
21464	08/06/21	GLO05 MORRIS GLOVER	118.75		16349
21465	08/06/21	GOL05 RONALD GOLDEN	1,782.00		16349
21466	08/06/21	GRE57 GREGORY GREEN	891.00		16349
21467	08/06/21	HOR13 JOSE L. HORTA	362.13		16349
21468	08/06/21	HOU03 JOHN HOUSER	891.00		16349
21469	08/06/21	KAM02 FODAY M KAMARA	891.00		16349
21470	08/06/21	LUC04 CARLOS LUCIANO	724.26		16349
21471	08/06/21	MAK05 GENEVIEVE MAKOWSKI	290.00		16349
21472	08/06/21	ROL09 JUAN ROLDAN	1,782.00		16349
21473	08/06/21	SAN05 MARK SAUNDERS	480.32		16349
21474	08/06/21	SHA07 BARBARA SHARPER	362.13	08/12/21	16349
21475	08/06/21	SHA08 ROBERT B. SHAW	1,782.00		16349
21476	08/06/21	STY01 JAMES R. STYLES	891.00		16349
21477	08/06/21	VAU01 DANIEL E. VAUTIER	1,869.00		16349
21478	08/06/21	VIT08 DONNA VITALE	124.00		16349
21479	08/06/21	WER01 SAMUEL C. WERNITZ	1,782.00		16349
21480	08/13/21	AGO01 CYNTHIA AGOSTO	391.60		16354
21481	08/13/21	ASU02 JASON ASUNCION	62.00		16354
21482	08/13/21	GIU02 ROSE D. GIUFFRE	313.75		16354
21483	08/13/21	GRA53 PETER GRAULICH	44.00		16354
21484	08/13/21	INT14 INTERNATIONAL ASSOC. OF FIRE-	984.69		16354
21485	08/13/21	INT15 INTERNATIONAL ASSOC OF FIRE-	2,651.89		16354
21486	08/13/21	KER02 JOHN D. KERNAN DMD PA	25,231.50		16354
21487	08/13/21	QUA16 Qual-Lynx PreviousIssuedChecks	1,098.00		16354
21488	08/17/21	HIN05 NOVELLA HINSON	891.00		16361

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Checks:	161	0	250,777.42	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	161	0	250,777.42	0.00

TD GRNT ACCT 21	GrantFndAcct	1/1/21 4308903651		
104624	07/30/21	PEN31 PENNONI ASSOCIATES, INC	8,810.00	16302
104625	07/30/21	SHE20 CAMDEN COUNTY SHERIFF	240.00	16302
104626	08/13/21	AME72 AMERI MARK DIRECT	9,816.29	16358
104627	08/13/21	GUI07 GUIDOS PIZZA	625.00	08/20/21 16358

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD GRNT ACCT 21 GrantFndAcct 1/1/21 4308903651 Continued					
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	4	0	19,491.29	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	4	0	19,491.29	0.00
TD HOME GRANT21 TD Home Grant 2021 4308903643					
13323	07/30/21	IND21 INDEPENDENCE ASSOCIATES	991.00		16298
13324	08/02/21	IND21 INDEPENDENCE ASSOCIATES	661.00	08/10/21	16333
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	2	0	1,652.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	2	0	1,652.00	0.00
TD HOPWA GRNT21 TD HOPWA Grant 2021 4308907603					
12881	07/30/21	CED04 CEDAR BROOK NJ, LLC	1,000.00	08/13/21	16299
12882	07/30/21	FER21 KATHERINE FERGUSON	499.00		16299
12883	08/06/21	AAA05 AAA REALTY & MANAGEMENT, LLC	614.00		16348
12884	08/06/21	ABE01 ABED S ABED	782.00		16348
12885	08/06/21	ABE06 ZAYED S ABED	675.00		16348
12886	08/06/21	ADD03 SHIKEITHA ADDYE	14.00	08/13/21	16348
12887	08/06/21	AIO01 AION FOX RIDGE LLC	892.00		16348
12888	08/06/21	ALE02 ALEXAR PROPERTIES, LLC	931.00	08/13/21	16348
12889	08/06/21	ALP05 ALPINE COURT APARTMENTS	1,159.00	08/13/21	16348
12890	08/06/21	ANT01 ANTIOCH PHASE II	692.00	08/13/21	16348
12891	08/06/21	BYN01 CARLO BYNUM	11.00	08/13/21	16348
12892	08/06/21	CED04 CEDAR BROOK NJ, LLC	1,000.00	08/20/21	16348
12893	08/06/21	DAV60 DAVENPORT VILLAGE	620.00	08/20/21	16348
12894	08/06/21	DEE01 DEERFIELD ASSOCIATES, LP	1,032.00		16348
12895	08/06/21	DEL56 DELANCO FAMILY APTS	672.00	08/13/21	16348
12896	08/06/21	DIO01 GENE DINA	948.00	08/13/21	16348
12897	08/06/21	EME14 GIBBSBORO LLC	965.00	08/20/21	16348
12898	08/06/21	FER21 KATHERINE FERGUSON	499.00		16348
12899	08/06/21	FOX04 FOX RIDGE MANAGEMENT OFFICE	902.00		16348
12900	08/06/21	GAB02 ELI GABAY	1,046.00	08/13/21	16348
12901	08/06/21	GAR54 VERENICE GARCIA	1,002.00	08/13/21	16348
12902	08/06/21	GAT05 GATEHOUSE & COOPERSTOWN APTS	685.00	08/13/21	16348
12903	08/06/21	GIB04 GIBBSBORO REALTY LLC	960.00	08/13/21	16348
12904	08/06/21	GIB15 ALFRED GIBSON	45.00	08/13/21	16348
12905	08/06/21	GRA65 GRACE PROPERTY SOLUTION	585.00		16348
12906	08/06/21	GRE49 GREEN GARDEN APARTMENT, LLC	708.00	08/13/21	16348
12907	08/06/21	GRE54 GRE PARKVIEW URBAN RENEWAL, LLC	929.00	08/20/21	16348
12908	08/06/21	GTM01 GTM VILLAGES, LLC	391.00	08/13/21	16348
12909	08/06/21	GUI09 ROBERT J GUILFOYLE	274.00	08/13/21	16348
12910	08/06/21	HAY03 KATHLEEN HAYNICZ	1,400.00	08/13/21	16348
12911	08/06/21	HEI06 THE HEIGHTS OF COLLINGSWOOD	815.00	08/20/21	16348
12912	08/06/21	HEI07 HEIGHTS INVESTMENT PROPERTY IN	1,119.00		16348
12913	08/06/21	HPA01 HP ALTMAN AUTUMN RIDGE LLC	334.00	08/13/21	16348
12914	08/06/21	HUM05 LEON HUMPHREY	44.00	08/13/21	16348
12915	08/06/21	HYD05 EAST COAST HYDE PARK	1,412.00		16348
12916	08/06/21	JEF12 JEFFERSON PLACE, LLC	779.00	08/20/21	16348
12917	08/06/21	JEN21 LAWRENCE AND GLENN JENTSCH	950.00		16348

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TD HOPWA GRNT21 TD HOPWA Grant 2021 4308907603 Continued					
12918	08/06/21	JEN22 GUSS T. JENKINS	1,149.00	08/20/21	16348
12919	08/06/21	JOH76 ORLANDO & LESSIE JOHNS	1,043.00	08/13/21	16348
12920	08/06/21	KEL27 BARBARA KELLY	843.00	08/13/21	16348
12921	08/06/21	KRI04 KRIEGMAN & SMITH	923.00	08/20/21	16348
12922	08/06/21	LAK01 LAKEVIEW REALTY INVESTMENT	630.00	08/13/21	16348
12923	08/06/21	LEN06 220 LENOLA, LLC	616.00	08/20/21	16348
12924	08/06/21	LIN20 LINDENWOLD PH, LP	2,078.00	08/13/21	16348
12925	08/06/21	MAZ03 MAURICE BASEM MAZAHREH	1,500.00	08/20/21	16348
12926	08/06/21	MIN09 1662 MINCON LLC	986.00		16348
12927	08/06/21	NOR05 NORTH FORKLANDING ASSOCIATION	525.00	08/20/21	16348
12928	08/06/21	OAK04 OAK RIDGE APARTMENTS	1,490.00	08/13/21	16348
12929	08/06/21	PAR39 PARKVIEW AT COLLINGSWOOD URBAN	797.00	08/20/21	16348
12930	08/06/21	ROB14 ROBERT NICOLEAUL 1052 COLYOR	763.00		16348
12931	08/06/21	ROB60 ROBIN HILL APARTMENTS	1,032.00	08/20/21	16348
12932	08/06/21	ROS04 ROSS GROVE, LLC	314.00	08/13/21	16348
12933	08/06/21	RUB08 RUBINSON & SPERLING	429.00	08/13/21	16348
12934	08/06/21	TAM02 TAMARACK APARTMENTS, LLC	853.00	08/20/21	16348
12935	08/06/21	THE36 THE HEATHERS REALTY, LLC	1,533.00	08/13/21	16348
12936	08/06/21	TUC03 RAYMOND TUCKER	746.00	08/13/21	16348
12937	08/06/21	WAS15 WASHINGTON PARK APTS LLC	692.00	08/20/21	16348
12938	08/06/21	WSA01 WS AFFORDABLE URBAN RENEWAL LL	557.00	08/13/21	16348
12939	08/13/21	CAP25 CAPITAL SYSTEMS PROPERTY MANAG	1,284.00		16355
12940	08/13/21	HOL49 HOLLYBUSH PRESERVATION	1,037.00	08/20/21	16355
12941	08/13/21	LEW18 LEWIS INSECTIONS	3,086.00		16355
12942	08/13/21	VES04 VESTORS PROPERTIES	5,397.00		16355

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Total:	62	0	57,688.00	0.00

TD SEWER 21	Sewer 1/1/21	4308903594		
7723	07/30/21	CEN03 CENTER FOR FAMILY SERVICES	19,500.00	16303

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	19,500.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	19,500.00	0.00

TD WATER 21	Water 1/1/21	4308903560		
8766	08/10/21	NJA18 NJ AMERICAN WATER CO	859,979.14	16351

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	859,979.14	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	859,979.14	0.00

TDGENERAL21	TD General	2021 4308903487		
136028	07/30/21		0.00	07/30/21 VOID 0 (Reason: Printer Error)
136029	07/30/21		0.00	07/30/21 VOID 0 (Reason: Printer Error)
136085	07/30/21	AUT08 AUTO ZONE INC.	522.20	16304
136086	07/30/21	BER34 CHUCK E BERNARD	860.00	16304
136087	07/30/21	BIF01 BIFF DUNCAN ASSOCIATES, INC.	11,310.00	16304

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
TDGENERAL21	TD General	2021 4308903487	Continued	
136088	07/30/21	BIL09 BILLOWS ELECTRIC SUPPLY	469.71	16304
136089	07/30/21	BOY05 BOYD PHOTOGRAPHY LLC	575.00	16304
136090	07/30/21	BUC09 BUCKMAN'S INC	1,580.42	16304
136091	07/30/21	CCM01 C C M U A	12,603.86	16304
136092	07/30/21	CHE03 CHERRY VALLEY TRACTOR	808.28	16304
136093	07/30/21	COM35 COMCAST BUSINESS SERVICES --	729.15	16304
136094	07/30/21	CON02 CONTRACTOR SERVICE	604.09	16304
136095	07/30/21	COOPE005 Cooper Square Aquisition 1, LL	813.93	16304
136096	07/30/21	COR36 CORE MECHANICAL, INC.	3,045.34	16304
136097	07/30/21	COU30 COUNTY CONSERVATION COMPANY	2,021.28	16304
136098	07/30/21	COV05 COVANTA CAMDEN ENERGY RECOVERY	219,000.00	16304
136099	07/30/21	DEL02 DEL VAL POOL MAINTENANCE	20,000.00	16304
136100	07/30/21	DEM07 DEMBO, BROWN & BURNS LLP	4,000.00	16304
136101	07/30/21	DOCUS005 INFOSTORE RECORDS MANAGEMENT	174.82	16304
136102	07/30/21	EXE03 EXECUTIVE SECURITY AGENCY LLC	6,800.00	16304
136103	07/30/21	FER22 FERGUSON ENTERPRISES, LLC	5,217.80	16304
136104	07/30/21	FIGNJ19 FIG CUST FIGNJ19LLC & SEC PTY	66,318.88	16304
136105	07/30/21	FLA13 FLANAGAN'S AUTO & TRUCK SERV.	2,010.00	16304
136106	07/30/21	FON04 FRANKIE FONTANEZ, ESQ	11,666.00	16304
136107	07/30/21	GAR13 GARDEN STATE MAT RENTAL	55.10	16304
136108	07/30/21	GOO12 TIREHUB, LLC	270.04	16304
136109	07/30/21	HAD01 H A DEHART & SON	2,354.73	16304
136110	07/30/21	HAI05 HAINESPORT AUTO & TRUCK	1,436.34	16304
136111	07/30/21	HOF03 HOFFMAN EQUIPMENT	1,340.36	16304
136112	07/30/21	HOM01 HOME DEPOT CREDIT SVCS.	611.84	16304
136113	07/30/21	HOM15 HOMEWARD BOUND PET ADOPTION	57,812.49	16304
136114	07/30/21	JAY02 JAY'S TIRE SERVICE LLC	2,275.00	16304
136115	07/30/21	JOH08 JOHNSON & TOWERS INC.	108.36	16304
136116	07/30/21	KEN13 JOSEPH J. KENNEY	1,825.00	16304
136117	07/30/21	LAU01 LAUREL LAWN MOWER SERVICE	838.80	16304
136118	07/30/21	MAL02 MALL CHEVROLET INC	103.37	16304
136119	07/30/21	MAP03 MAPLE LEAF LAWCARE, INC	3,350.00	16304
136120	07/30/21	MCC44 HOWARD MCCOACH,PC	3,153.60	16304
136121	07/30/21	MSD01 INDUSTRIAL HYDRAULICS & RUBBER	346.61	16304
136122	07/30/21	MUN35 MUNICIPAL COORD OF AGING ASSOC	50.00	16304
136123	07/30/21	NAT78 NATURAL GREEN LAWN CARE	2,450.00	16304
136124	07/30/21	NJD20 NJ DEPT OF HLTH & SR SER.	30.60	16304
136125	07/30/21	NJL06 NJS LEAGUE OF MUNICIPALITIES	44.00	16304
136126	07/30/21	POL01 POLLUTION CONTROL FINANCING	113,877.39	16304
136127	07/30/21	POS03 POSITIVE PROMOTIONS	483.88	16304
136128	07/30/21	PRASHANT Prashanthi Properties, LLC	141.51	16304
136129	07/30/21	QUA15 QUADIENT, INC.	2,100.00	16304
136130	07/30/21	REG02 REGINE A ERVIN, CCR	1,104.00	16304
136131	07/30/21	RUT07 RUTGERS, THE STATE UNIVERSITY	524.00	16304
136132	07/30/21	SIG04 SIGNPROS	600.00	16304
136133	07/30/21	SOU03 SOUTH JERSEY WELDING	150.00	16304
136134	07/30/21	SPE05 MICHELLE BANKS-SPEARMAN	18.23	16304
136135	07/30/21	SPE30 SPECIAL-T, LLC	1,809.89	16304
136136	07/30/21	STA99 STAPLES ADVANTAGE	6,889.32	16304
136137	07/30/21	TDK01 TDK SYSTEMS GROUP, INC	541.39	16304
136138	07/30/21	UPS03 UPS	69.48	16304
136139	07/30/21	VIK02 VIKING TERMITE & PEST CONTROL	51.00	16304

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
TDGENERAL21	TD General	2021 4308903487	Continued	
136140	07/30/21	WAS01 WASTE MANAGEMENT OF NEW JERSEY	612,254.28	16304
136141	07/30/21	WBM01 W B MASON CO, INC	575.05	16304
136142	08/06/21	CAR01 CARTUN HARDWARE	679.20	16345
136143	08/06/21	CDW01 CDWG	4,338.64	16345
136144	08/06/21	COM35 COMCAST BUSINESS SERVICES --	256.70	16345
136145	08/06/21	COR36 CORE MECHANICAL, INC.	2,446.09	16345
136146	08/06/21	DEC01 DECOTIIS, FITZPATRICK & COLE	5,460.92	16345
136147	08/06/21	DOCUS005 INFOSTORE RECORDS MANAGEMENT	174.82	16345
136148	08/06/21	FED14 FEDEX (OMEGA CORP CTR)	64.08	16345
136149	08/06/21	FIR56 FIRST PRIORITY MANAGEMENT	1,573.53	16345
136150	08/06/21	GOV18 GOV DESIGNS	1,700.00	16345
136151	08/06/21	GRA62 GRAMERCY PARK HOLDINGS, LLC	8,727.12	16345
136152	08/06/21	HOM15 HOMEWARD BOUND PET ADOPTION	19,270.83	16345
136153	08/06/21	IKO02 RICOH USA, INC	9,942.53	16345
136154	08/06/21	IND01 INDEPENDENT ANIMAL CARE SRV	65,651.00	16345
136155	08/06/21	KON05 KONICA MINOLTA PREMIER FINANCE	506.75	16345
136156	08/06/21	LIF11 LIFEGUARD TRAINING NY	3,160.00	16345
136157	08/06/21	MAD10 MADHOUS & TECHMATES LLC	884.00	16345
136158	08/06/21	MAJ02 MAJESTIC OIL CO, INC	11,013.40	16345
136159	08/06/21	MAP03 MAPLE LEAF LAWN CARE, INC	14,860.00	16345
136160	08/06/21	MCC44 HOWARD MCCOACH, PC	4,218.00	16345
136161	08/06/21	MON41 JP MONZO MUNICIPAL CONSULTING	75.00	16345
136162	08/06/21	NJA06 NEW JERSEY AMERICAN WATER CO	1,054.50	16345
136163	08/06/21	NJI02 NJICLE	368.00	16345
136164	08/06/21	ORI02 ORIENTAL TRADING COMPANY	1,220.71	16345
136165	08/06/21	PAP03 PAPER MART, INC.	2,399.19	16345
136166	08/06/21	SHI03 SHI INTERNATIONAL CORP	31,230.00	16345
136167	08/06/21	TDK01 TDK SYSTEMS GROUP, INC	4,086.04	16345
136168	08/06/21	TIM04 TIME FOR FUN JUMPERS, LLC	600.00	16345
136169	08/06/21	TRA36 TRADITIONAL EARTH SKILLS LLC	1,925.00	16345
136170	08/06/21	WAD04 WADE LONG WOOD & LONG LLC	11,200.00	16345
136171	08/06/21	WBM01 W B MASON CO, INC	1,165.71	16345
136172	08/11/21	CAM122 CAMDEN SPECIAL SERVICES DISTRI	242,084.83	16352
136173	08/13/21	1120F005 1120 Ferry Ave, LLC	31,856.79	16359
136174	08/13/21	ANGAD005 Angad S. Guglani	616.12	16359
136175	08/13/21	ATT02 LANGUAGE LINE SERVICES	78.20	16359
136176	08/13/21	ATT08 A T & T MOBILITY	82.48	16359
136177	08/13/21	ATT09 AT&T CORP	106.28	16359
136178	08/13/21	BUC09 BUCKMAN'S INC	735.05	16359
136179	08/13/21	CAR01 CARTUN HARDWARE	1,548.63	16359
136180	08/13/21	CAR91 ABRINA CARSON	50.00	16359
136181	08/13/21	COR48 CORELOGIC	794.14	16359
136182	08/13/21	DEF04 DEFINITIVE PROPERTIES LLC	83.47	16359
136183	08/13/21	DOCUS005 INFOSTORE RECORDS MANAGEMENT	174.82	16359
136184	08/13/21	EMD02 JEROME W EMDUR	57.00	16359
136185	08/13/21	EPI01 EPICOR SOFTWARE CORP	5,867.60	16359
136186	08/13/21	EXE03 EXECUTIVE SECURITY AGENCY LLC	13,827.50	16359
136187	08/13/21	GAM05 GAMES ON THE GO	797.00	16359
136188	08/13/21	GREEN005 Green Label Title, LLC	1,034.34	16359
136189	08/13/21	HOM15 HOMEWARD BOUND PET ADOPTION	1,020.00	16359
136190	08/13/21	HOM17 HOME DEPOT CREDIT SERVICES	1,098.35	16359
136191	08/13/21	LIN18 LINE SYSTEMS, INC. DBA	5,729.62	16359

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
TDGENERAL21	TD General	2021 4308903487	Continued		
136192	08/13/21	MAJ02 MAJESTIC OIL CO, INC	11,193.58		16359
136193	08/13/21	MGL02 MGL PRINTING SOLUTIONS	148.00		16359
136194	08/13/21	MIK03 MIKE'S BETTER SHOES	430.00		16359
136195	08/13/21	MON40 MONMOUTH COUNTY FIRE ACADEMY	150.00		16359
136196	08/13/21	NJA06 NEW JERSEY AMERICAN WATER CO	84.16		16359
136197	08/13/21	NJD20 NJ DEPT OF HLTH & SR SER.	38.40		16359
136198	08/13/21	OCC02 OCCUPATIONAL HEALTH DYNAMICS	840.00		16359
136199	08/13/21	PAR09 PARKSIDE BUS. COMM & PRTNERSHP	752.87		16359
136200	08/13/21	QBE03 QBE SPECIALTY INSURANCE	7,465.25		16359
136201	08/13/21	REVER005 Reverse Mtg Serv Dept. Mortgag	55.33		16359
136202	08/13/21	SHI03 SHI INTERNATIONAL CORP	38,062.50		16359
136203	08/13/21	SPO08 SPOK	6.09		16359
136204	08/13/21	TDK01 TDK SYSTEMS GROUP, INC	2,611.59		16359
136205	08/13/21	THO02 JT GRAPHICS	700.00		16359
136206	08/13/21	VER09 VERIZON SELECT SERVICES, INC.	163.54		16359
136207	08/13/21	WAD04 WADE LONG WOOD & LONG LLC	4,000.00		16359
136208	08/13/21	WBM01 W B MASON CO, INC	431.17		16359
136209	08/13/21	WIN01 WINNER FORD	184.90		16359
136210	08/13/21	XER01 XEROX CORPORATION	895.28		16359

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	126	2	1,776,883.06	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	126	2	1,776,883.06	0.00

WIRES	WIRES			
729211	07/29/21	USP04 U.S. POSTAL SERVICE	50,000.00	16293
81621	08/17/21	AME80 AMERICAN WATER SERVICES	1,053,355.43	16362
816211	08/17/21	STA42 STATE OF NEW JERSEY	1,311,885.88	16360
817211	08/17/21	CAM07 CAMDEN BOARD OF EDUCATION	3,266,709.50	16363
819212	08/20/21	AME80 AMERICAN WATER SERVICES	1,053,355.43	16365

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	6,735,306.24	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	6,735,306.24	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	471	4	10,421,798.60	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	471	4	10,421,798.60	0.00

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	0-01	11,933.73	0.00	0.00	11,933.73
SEWER OPERATING	0-70	<u>19,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,500.00</u>
Year Total:		31,433.73	0.00	0.00	31,433.73
Current Fund	1-01	5,081,658.83	0.00	0.00	5,081,658.83
WATER OPERATING	1-60	2,102,938.54	0.00	0.00	2,102,938.54
SEWER OPERATING	1-70	<u>863,751.46</u>	<u>0.00</u>	<u>0.00</u>	<u>863,751.46</u>
Year Total:		8,048,348.83	0.00	0.00	8,048,348.83
	E-CV	28,772.33	0.00	0.00	28,772.33
	G-19	9,050.00	0.00	0.00	9,050.00
	G-21	10,441.29	0.00	0.00	10,441.29
	G-BG	56,814.83	0.00	0.00	56,814.83
	G-ES	5,973.58	0.00	0.00	5,973.58
	G-HM	1,652.00	0.00	0.00	1,652.00
	G-HP	<u>57,688.00</u>	<u>0.00</u>	<u>0.00</u>	<u>57,688.00</u>
Year Total:		141,619.70	0.00	0.00	141,619.70
	T-31	593,107.46	0.00	0.00	593,107.46
	T-35	<u>1,562,663.30</u>	<u>0.00</u>	<u>0.00</u>	<u>1,562,663.30</u>
Year Total:		2,155,770.76	0.00	0.00	2,155,770.76
Total Of All Funds:		<u>10,405,945.35</u>	<u>0.00</u>	<u>0.00</u>	<u>10,405,945.35</u>

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Project Description	Project No.	Project Total
COOPER LANNING KIPP-WHITTIER	0408P913	4,093.25
Liberty Trust Project	13535	1,392.00
Branch Townhomes II Phase III	14344	1,040.00
EMR 365 Kaighn Avenue	14449	480.00
Miller Fabricators, Inc.	14484	656.00
Branch Village Assoc. Phase IV	14558	448.00
Camden Tower Equities	14600	928.00
Virtua-LOLO Medical Center, Inc	14860	5,248.00
PSE&G Woodlynne Substation	15025	1,568.00
Total Of All Projects:		<u>15,853.25</u>



DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

VICTOR CARSTARPHEN
MAYOR

JOHANNA S. CONYER
DIRECTOR OF FINANCE
TEL: 856-757-7582
EMAIL: FINANCE@CCLCAMDEN.NJ.US
WEBSITE: WWW.CLCAMDEN.NJ.US

MEMORANDUM

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

From: Johanna S. Conyer Harris, Director of Finance 

Date: August 23, 2021

Subject: **Payroll Register Summary-Communications for Forthcoming
City Council Meeting- September 14, 2021.**

Attached, please find the Payroll Register Summary for the City of Camden for the pay period of 8/06/2021 and 8/20/2021 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 Victor Carstarphen, Mayor

COMPANY TOTAL	HOURS	EARNINGS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY

EXE	3,705.83 REG .00 O/T .00 HOURS 3 2,598.00 HOURS 4	1,318,374.23 REG 7,724.26- EARNINGS 3 2,270.58 EARNINGS 5	35,874.53 O/T 119,788.02 EARNINGS 4 1,468,383.10 GROSS	145,414.53 FIT 41,717.19 SS 20,235.71 MED 55,222.49 STATE 1,323.91 SUI 6,853.94 SDI 4,105.93 FLI	1,118,622.00 TOTAL DEDUCTIONS	544 Pays ☐ 74,887.40

HOURS ANALYSIS:	2,598.00 15 ST/OT	7,384.00- B RETRO	2,138.79- D DOCK T	620.00 E TOOL	168.26- SUS SUSPN

EARNINGS ANALYSIS:	1,130.26 A ACT. ST 175.05 M ADJUST 2,270.58 ZTL	118,829.50 15 ST/OT	1,000.00 OCC ONCALL		

MEMO ANALYSIS:	582.39 D DCRPER	2,993.85- I G.T.L.	1,327,142.58 P		

STATUTORY DED. ANALYSIS:	55,094.08 56 NJ 1,323.91 56 NJ SUI 6,853.94 56 NJ SDI	4,105.93 56 NJ FLI	1,585.03 K BKPEN	213,022.66 O	

VOLUNTARY DED. ANALYSIS:	4,872.28 D ANUTY. 70,222.22 P PENS. 66,342.29 V 284.58 5 ARRS. 271.92 13 VALIC 72,893.99 32 2,590.37 42 L.2578 2,550.00 56 HOUSE 828.59 69 GARSH 9,922.82 75 CHILD 1,234.62 79 WAGES 4,877.06 BNS 10,607.23 CPL COUPLE 656.39 VPL VOLLIF	2,965.17 I C.INS. 44,882.77 Q PENS. 20,000.00 W 267.52 6 INS AR 687.37 19 AFLAC 65,588.45 33 5,425.80 43 LOC.78 75.00 57 P.A.C. 252.00 70 BANK 2,571.37 76 CHILD 1,392.59 ADD ADD 485.00 BNG 28,301.40 FAM FAMILY 1,675.68 45S CWAFUL	1,353.95 S DCRP 17,150.88 1 LOAN 1,813.66 8 PENARR 2,381.75 25 AFLAC 744.00 34 PARK 4,077.02 45 CNC.10 125.00 61 TXLEVY 387.90 73 GARN 526.48 77 CHILD 18,736.00 BN1 18,479.00 BN9 16,312.97 PCH PARENT	42.96 27,053.70 3 LOAN 2,180.48 CO COLTAX 351,498.77 31 47.00 35 WGFEE 2,117.48 51 CR UN 1,288.00 68 BANK 10.00 74 GARN 280.21 78 CHILD 1,050.00 BN2 78.84 COL COLLIF 13,542.78 SIN SINGLE		

LDR

LDR

MEMO ANALYSIS:									
STATUTORY DED. ANALYSIS:									
HOURS ANALYSIS:									
EARNINGS ANALYSIS:									
2,551.00	15	ST/OT	271.50	16	18 1/2				
2,004.56	A	ACT. ST	4,608.44-	D	DOCK T	639.95	K	SICK	1,955.90
2,044.98	M	ADJUST	525.00	T	AUTO	22.45-	V	VAC.	112,580.82
19,730.78	16	18 1/2	1,000.00	OCC	ONCAL	7,859.04	SEV	SEVERN	431.75-
2,270.58	21L								SUS SUSPN
582.39	D	DCRPER	3,063.80-	I	G.T.L.	1,333,786.13	P		
56,901.82	56	NJ	128.41	59	PA				

VOLUNTARY DED. ANALYSIS:	
1,164.07	56 NU SU1
6,961.28	56 NU SD1
4,170.59	56 NU FL1
4,867.28	D ANUTY.
3,046.77	I C.INS.
1,595.01	K BKPEN
42.96	O

70,456.96	P	PENS.	48,107.88	Q	PENS.	1,354.61	S	DCRP	211,644.13	U
70,291.78	V		20,100.00	W		17,111.64	1	LOAN	27,026.87	3
2,180.48	CO	COLTAX	271.92	13	VALIC	687.37	19	AFLAC	2,463.57	25
351,461.61	31		75,383.89	32		63,205.78	33		744.00	34
47.00	35	WGFE	2,590.37	42	L.2578	5,425.80	43	LOC.78	1,677.10	44
4,120.60	45	CNC.10	2,117.48	51	CR UN	500.00	53	LPFFA.	2,550.00	56
75.00	57	P.A.C.	125.00	61	TXLEVY	6,014.73	66		1,288.00	68
674.82	69	GARSH	252.00	70	BANK	433.99	73	GARN	10.00	74
9,969.57	75	CHILD	2,639.14	76	CHILD	618.45	77	CHILD	331.33	78
1,318.72	79	WAGE\$	1,404.17	ADD	ADD	19,344.06	BN1		1,050.00	BN2
5,039.15	BN5		485.00	BN6		18,424.00	BN9		78.84	COL COLLIF
10,688.53	CPL	COUPLE	28,578.66	FAM	FAMILY	70.53	MIS	MISC	16,319.04	PCH PARENT
14,243.66	SIN	SINGLE	656.39	VPL	VOLLIF	7.50-	45C	CWASTG	1,875.86	46S CWAFUL

*Ordinances 1st
Reading*

6-1
MBS:dh
09-14-21

ORDINANCE AUTHORIZING THE STREET VACATION FOR SPECTRUM CAPITAL CAMDEN, LLC FOR BLOCK 110, LOTS 11, 16, 49, 51 (QUALIFIER) B-01 AND 67, 1107 PENN STREET, NS AD WILSON 74 E OF 11TH STREET, 1182 LINDEN STREET, 112-1156 LINDEN STREET AND SS LINDEN 418 E. 11TH STREET

WHEREAS, Spectrum Capital Camden, LLC has requested a street vacation of portions of certain alleyways for the propose of constructing a hotel located at Block 110, Lots 11, 16, 49, 51, 51 (Qualifier) B-01 and 67, 1107 Penn Street, NS AD Wilson 74 E of 11th Street, 1182 Linden Street, 112-1156 Linden Street and SS Linden 418 E. 11th Street, Camden, NJ; 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; now therefore

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 and to the Plan of Survey, proposed Block 110 and Lots 11, 16, 49, 51, 51 (qualifier) B-01 and 67 as more particularly set forth in the metes and bounds descriptions are hereby extinguished and vacated. The vacation shall comply with all conditions of the vacation approval that the applicant is responsible for as per the City Engineer.

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: September 14, 2021

The above has been reviewed
and approved as to form.

MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: September 14, 2021

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

WALKON

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

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Ordinance approving a street vacation for Spectrum Capital Camden, LLC for Block 110, Lot 11, 16,49, 51 (Qualifier) B-01 and 67, 1107 Penn Street, NS AD Wilson 74 E of 11th Street, 1182 Linden Street, 112-1156 Linden Street and SS Linden 418 E. 11th Street.

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve a street vacation for Spectrum Capital Camden, LLC for the purpose of constructing a hotel. The Planning Board approved the recommendation of this action to City Council on February 13, 2020.

BIDDING PROCESS: N/A

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

APPROPRIATION ACCOUNT(S):

AMOUNT:



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>8/20/21</u>	<u>[Signature]</u>
Approved by Grants Management:	_____	_____
		(If applicable)
Approved by Finance Director:	_____	_____
☐ CAF -Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>8-24-21</u>	<u>[Signature]</u>
Received by City Attorney:	<u>8/23/21</u>	<u>[Signature]</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******

**RESOLUTION OF THE PLANNING BOARD
OF THE CITY OF CAMDEN
RECOMMENDING STREET VACATION APPROVAL TO
SPECTRUM CAPITAL CAMDEN, LLC FOR
BLOCK 110**

**LOTS 11, 16, 49, 51, 51 (QUALIFER) B-01 and 67
1107 PENN STREET, NS AD WILSON 74 E OF 11TH STREET, 1182 LINDEN STREET,
1112-1156 LINDEN STREET AND SS LINDEN 418 E. 11TH STREET
CAMDEN, NEW JERSEY**

WHEREAS, the Applicant, Spectrum Capital Camden, LLC (the "Applicant"), has submitted a street vacation application requesting the vacation of portions of certain alleyways located at Block 110 and Lots 11, 16, 49, 51, 51 (qualifer) B-01 and 67 on the tax maps of the City of Camden; and

WHEREAS, on February 13, 2020, the Planning Board of the City of Camden held a public hearing in accordance with N.J.S.A. 40:55D-1 et. seq., the Municipal Land Use Law N.J.S.A. 10:4-6 et. seq., and the Open Public Meeting Act to consider said application; and

WHEREAS, testimony was provided that the Applicant is the owner of various lots bounded by North 11th Street, Linden Street and Penn Street. Testimony was provided that the street vacations are proposed in connection with the previously approved hotel that is to be constructed on the subject lots. Elnardo J. Webster, Esquire, counsel for the Applicant advised that the Applicant is not seeking to vacate a sewer line that runs across the Property. Mr. Webster further advised that there are no utilities within the alleys to be vacated. In addition, the Applicant agreed that as conditions of approval that the Applicant would seek and obtain approval from the City Engineer, that the Applicant will file a street vacation plan and description with the Camden County Clerk's office and provide a stamped copy to the City of Camden, and Applicant will also record any and all easements and submit same prior to signing of the plans; and

WHEREAS, it was the finding of the Planning Board and the Planning Board professional staff that appropriate testimony had been provided to support the requested vacation of alleyways on the Property. It was noted on the record that there were no objections by the Planning Board

professionals as it related to the requested street vacations provided the Applicant complied with the City of Camden Engineer's review letters and comply with conditions set forth above; and

WHEREAS, the Planning Board opened the hearing to the public and no public comment was offered in response to the Application.

NOW, THEREFORE, BE IT RESOLVED by the City of Camden Planning Board that the street vacation application as filed by the Applicant, Spectrum Capital Camden, LLC, is herewith recommended to the City of Camden governing body for approval conditioned upon the compliance with any City of Camden Engineer review letter, and subject to the conditions listed above.

BE IT FURTHER RESOLVED that pursuant to N.J.S.A. 52:27BBB-6 a true copy of this Resolution shall be forwarded to the Mayor who shall have ten (10) days from receipt thereof to approve or veto this Resolution. Notice of approval or veto shall be filed with the Office of the Municipal Clerk.

ROLL CALL VOTE

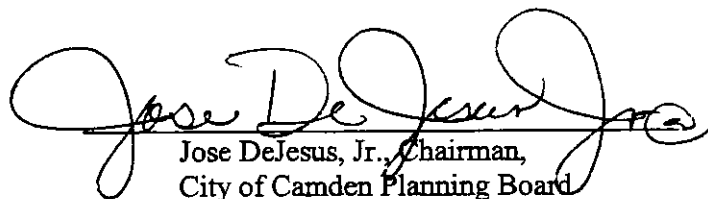
Those in Favor

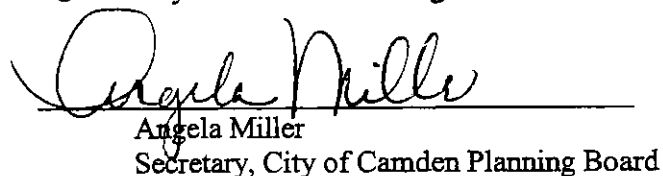
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Those Opposed

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The undersigned Secretary and Chairman of the Planning Board of the City of Camden hereby certify that this is true copy of the resolution adopted by said Board on 6/11, 2020.


Jose DeJesus, Jr., Chairman,
City of Camden Planning Board


Angela Miller
Secretary, City of Camden Planning Board

Angela Miller

To: Angela Miller
Subject: FW: Street Vacation re: Proposed Hotel (Spectrum Capital Camden, LLC)
Attachments: 20200205095901258.pdf

From: Orion Joyner <OrionJ@ci.camden.nj.us>
Sent: Wednesday, February 5, 2020 11:11 AM
To: Dena Moore <Dena.Moore@rve.com>
Cc: Stephanie Walker <StWalker@ci.camden.nj.us>
Subject: Street Vacation re: Proposed Hotel (Spectrum Capital Camden, LLC)

I received the street vacation application/submittal for the above-referenced project which included:

- Boundary Survey & Topographic Survey signed by Gary L. Worley of G.L. Worley & Associates LLC, 21 Ashford Street, Newton, New Jersey 07860;
- Preliminary and Final Site Plan – Proposed Hotel signed and sealed by Daniel Davies, PE, CME of Golden, Davies & Associates LLC, 615 State Route 94 South, Newton, New Jersey 07860; \
- Street/Alley Vacation Application Form (attached)

Based on the submittal provided I offer the following comments:

1. A copy of the metes and bounds description for the proposed right-of-way vacation was not provided with submittal. Please submit for review.
2. Plan does not clearly identify the area(s) for proposed vacation. Please revise plan as needed to clearly identify the area(s) to be vacated.
3. Applicant shall identify any existing utilities (i.e., size, type, material, etc.) within the requested limits of the proposed vacation. If applicable the applicant shall prepare a alley/street vacation plan indicating said utility information prior to any approval.
4. If applicable, the Applicant shall show on the alley/street vacation plan the size of all proposed easements for all existing utilities to remain.
5. If granted, the Applicant shall at no cost to the City of Camden file the Street Vacation plan and description at the Camden County Clerk's Office and provide proof and copy of the same to the City of Camden.
6. If granted, any/all proposed easements shall be recorded by the Applicant and time and date stamp shall be submitted prior to signing of the plans.
7. Applicant shall be solely responsible for abandonment, and/or relocation of City utilities (i.e., water, sewer, etc.) impacted by the proposed street vacation at no cost to the City of Camden.

❖ **Additional Comments**

- Plans show an existing 6 inch water main crossing the property from Penn Street towards Linden Street. Please review and confirm.

FACT SHEET

November 26, 2019

TYPE:

STREET/ALLEY VACATION

APPLICANT:

Spectrum Capital Camden, LLC

PROJECT:

The applicant is requesting the vacation of Utility and function of alleyway will non-existent with construction of hotel

ZONE:

R-2 Residential

LOCATION:

1107 Penn Street, NS AD WIL 74 E of 11th Street, 1182 Linden Street, 1112-1156 Linden Street and SS Linden 418 E 11th Street.
Block 110; Lot(s): 11, 16, 49, 51, 51 (Qualifier) B-01 and 67.

RECOMMENDATIONS:

Department of Utilities
City Engineer
Police Department
Fire Department
Bell Atlantic
PSE&G
Verizon
Public Works

COMMUNITY COMMENTS:

None

PLANNING STAFF:

Conditioned upon responses from the departments

ATTACHMENTS:

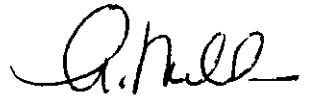
Application
Location Map

PREPARED BY:

Dr. Edward C. Williams, PP., AICP, CSI, Director of Planning & Development/Zoning Officer

CITY OF CAMDEN

Division of Planning; City Hall, Suite 224
PO Box 95120; Camden, NJ 08101
(856) 757-7191 Phone, (856) 968-4705 Fax
Revised /Effective 12/14/10



STREET/ALLEY VACATION APPLICATION FORM

IN ORDER TO MAKE THE AGENDA, THE APPLICATION MUST BE SUBMITTED
AT LEAST 20 DAYS PRIOR TO THE PLANNING BOARD MEETING

Please complete the following and return to the Division of Planning/Zoning
Should you have any question, please contact Edward C. Williams at
(856) 757-7214

REQUIREMENTS CHECKLIST

1. Three copies of an improvement survey or improvement location certificate by registered surveyor.
2. One copy of legal description
3. Twenty prints of all site development plans drawn to an identified scale (no larger than 24'x 36' folded to 9' x 12') delineating the easement or right-of-way proposed to be vacated.
4. Certified mail receipts indicating that all involved parties have been notified.
(For additional information see the "PARTIES in INTEREST" section below)
5. An application fee of \$369.68 plus \$148.68 for each additional vacation right of way must be submitted with application. (Application fee non-refundable even if denied.)

PARTIES IN INTEREST

The applicant shall notify all parties with an interest in the proposed area of vacation. A list of interest parties can be requested through the Division of Planning/Zoning. All parties should be notified through certified mail. Certified mail Receipts indicating notification should be submitted with application.

In addition, the applicant should also be advised that the following parties must also review the proposed street/alley vacation. The Division of Planning/Zoning will notify the parties:

Economic Development
Utilities
City Engineer
Verizon

Public Service Electric & Gas
Police Department
Fire Department
Public Works

GENERAL DATA

NAME OF APPLICANT: Spectrum Capital Camden, LLC

Telephone: 201-532-0815

Address: 200 Roosevelt Place Unit E

Block: 110 Lot: Lots, 11, 16, 49, 51, 51 (Qualifier) B-01, and 67

NAME OF CONTACT PERSON: Rajat R. Gaur
(if other than applicant)

Telephone: 201 532 0815 Fax: RRGAUR.SPECTRUM@GAM IL

Address: 200 Roosevelt Place Unit E Zip Code: 07850
Pal Park NJ

STREET ADDRESS/GENERAL LOCATION OF PROPERTY: _____

1107 Penn Street, NS AD WIL 74 E of 11th Street, 1182 Linden Street, 1112-1156 Linden Street, 1112-1156 Linden Street, and SS Linden 418 E 11th Street.

Purpose of Street vacation: Utility and function of alleyway will non existent with construction of hotel

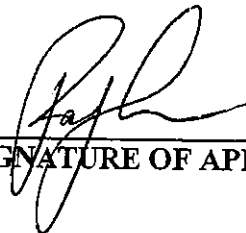
Description proposal: Construct four-story hotel with approximately 121 guest rooms

Is this application being submitted in conjunction with a site plan or sub-division application? Please check one YES _____ NO ☒ If yes, please submit twelve sealed and folded site development plans drawn to an identified scale delineating the easement or right-of-way of the proposed vacation. NOTE: See requirement number 3, on first page.

Please return application to the address at the top of the first page. Incomplete application shall not be processed. *Any application which remain incomplete for more than 10 business days will be discarded.* Falsification in any form shall subject applicant to a fine or municipal court.

**THIS APPLICANT CERTIFIES THAT THE ABOVE INFORMATION
HAS BEEN COMPLETED TO THE BEST OF HIS/HER KNOWLEDGE**

Nov 14 2019
(DATE)


(SIGNATURE OF APPLICANT)

Spectrum Capital Center LLC
(NAME OF CORPORATION/ASSOCIATION)

G. L. WORLEY & ASSOCIATES, L.L.C.
Professional Land Surveying

**21 Ashford Street
Newton, New Jersey 07860**

e-mail: GLWORLEY@EMBARQMAIL.COM

**Tel: 973-300-4041
Fax: 973-300-4051**

November 13, 2019

To: Spectrum Capital Camden, LLC
200 Roosevelt Place, Unit E
Palisades Park, NJ 07650
Attention: Rajat Gaur

Re: Block 110 Lots 11, 16, 49, 51 & 67
Linden Street & North 11th Street
City of Camden, Camden County, N.J.
Spectrum Capital Camden LLC

Sir,

I was requested to review Deed Book 10625 Page 1078 in regards to the vacation of Alleys.

I have attached the following documents in regards to this:

A copy of Deed Book 10625 Page 1078, identified as Exhibit 1

A copy of New Jersey State Highway Department Entire Tract Map, identified as Exhibit 2

A copy of New Jersey State Highway Department General Property Parcel Map Sheet 12 of 38, identified as Exhibit 3

A copy of New Jersey State Highway Department General Property Parcel Map Sheet 13 of 38, identified as Exhibit 4

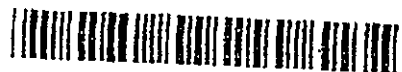
A copy of New Jersey State Highway Department, Camden Extension Division, Entrance Road Section 1, General Property Key Map, Showing Properties To Be Acquired Between N. Eleventh St. & Cooper River, identified as Exhibit 5

A copy of New Jersey State Highway Department General Property Parcel Map, East-West Freeway Section 1, identified as Exhibit 6

These exhibits demonstrate the general location of the various Alleys that were referenced in Exhibit 1.

Regards,


Gary L. Worley PLS
N.J.P.L.S. No. 29360
w/attachments



CAMDEN COUNTY, NJ
CAMDEN COUNTY CLERK'S OFFICE
DEED-DR BOOK 10625/1078
RECORDED 05/08/2017 11:22:59
FILE NUMBER 2017034054
RCPT #: 1888662; RECD BY: AW15
RECORDING FEES \$113.00
MARGINAL NOTATION \$0.00
TOTAL TAX \$4,319.00

 Camden County Document Summary Sheet					
CAMDEN COUNTY CLERK 520 MARKET ST CAMDEN NJ 08102		Return Name and Address Property Title Group, LLC 600 Parsippany Road Suite 202 Parsippany, NJ 07054			
Official Use Only					
Submitting Company		Property Title Group, LLC			
Document Date (mm/dd/yyyy)		04/28/2017			
Document Type		Deed			
No. of Pages of the Original Signed Document (Including the cover sheet)		8			
Consideration Amount (If applicable)		\$515,000.00			
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)	
	Aventis Group LLC		575 Route 70, 2nd Floor Brick, New Jersey 08723		
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)	
	Spectrum Capital Camden LLC		200 Roosevelt Place, Suite E Parsippany Park, New Jersey 07650		
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	Camden	110	11, 51, 49, 67, 16 11	B-01	1112-1156 Linden Street, Camden, New Jersey
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.					

EXHIBIT 1


Prepared by:
Isaac Sassoon, Esquire

BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS

This Deed is made as of the ^{28th} day of April, 2017, BETWEEN

AVENTIS GROUP LLC, whose post office address is 575 Route 70, 2nd Floor, Brick, New Jersey, 08723, referred to as the "Grantor",

and

SPECTRUM CAPITAL CAMDEN LLC, whose address is 200 Roosevelt Place, Suite E, Palisades Park, NJ 07650, referred to as the "Grantee".

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (hereinafter the "Property") described below as is to the Grantee. This transfer is made for the sum of \$515,000.00 (Five Hundred Fifteen Thousand and 00/100 Dollars). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) City of Camden, Camden County, State of New Jersey, identified as City of Camden, Camden County, State of New Jersey being Block 110, Lot 11, Block 110, Lot 51, Block 110, Lot 51-B01, Block 110, Lot 49, Block 110, Lot 67 and Block 110, Lot 16, on the tax map of said municipality.

Property. The Property consists of the land and all the buildings and structures on the land in City of Camden, Camden County, State of New Jersey being Block 110, Lot 11, Block 110, Lot 51, Block 110, Lot 51-B01, Block 110, Lot 49, Block 110, Lot 67 and Block 110, Lot 16. The legal description is:

Being the same land and premises acquired by Aventis Group LLC by Deed from Barry R. Sharer, Chapter 7 Bankruptcy Trustee of Abraham Paul Dunoff, under Case No. 04-24411/GMB, in the United States Bankruptcy Court for the district of New Jersey, dated September 1, 2005, recorded December 23, 2005 in the Camden County Clerk/Register's Office in Deed Book 8053, Page 866.

Representations by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "Covenant as to Grantor's Acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Aventis Group, LLC

Current Street Address

575 Route 70, 2nd floor

City, Town, Post Office Box

Brick

State

NJ

Zip Code

08723

PROPERTY INFORMATION

Block(s)

110

Lot(s)

lot 51-80, 11, 16, 49, 51, and 67

Qualifier

Street Address

1112-1156 Linden Street

City, Town, Post Office Box

Camden

State

NJ

Zip Code

08102

Seller's Percentage of Ownership

100%

Total Consideration

\$515,000.00

Owner's Share of Consideration

515,000.00

Closing Date

Apr 26, 2017

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

April 26, 2017

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

File No.: 830960(C-NJ-RP-PTG)

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Camden, in the County of Camden, State of New Jersey:

AS TO LOT 51, BLOCK 110

BEGINNING at the intersection of the easterly line of Eleventh Street with the southwesterly line of Linden Street and extending; thence

1. southeastwardly along the southwesterly line of Linden Street, a distance of 99.14 feet to an angle point; thence

2. southeastwardly still along said southwesterly line of Linden Street, forming an interior angle of 170 degrees 05 minutes 10 seconds, a distance of 312.75 feet to the northwesterly line of a 4.00 feet wide alley; thence

3. southwestwardly along said 4.00 feet wide alley and the northwesterly line of land now or formerly State of New Jersey forming an interior angle of 90 degrees a distance of 125.77 feet to a point in the curved northerly line of land now or formerly State of New Jersey (State Highway Entrance Road); thence

4. westwardly along said State Highway Entrance Road, along an arc curving to the left with a radius of 1186.28 feet, an arc distance of 35.37 feet to a point of tangency; thence

5. westwardly still along said State Highway Entrance Road a distance of 77.39 feet to the northeasterly line of a 6.00 feet wide alley; thence

6. northwestwardly along said northeasterly line of a 6.00 feet wide alley, forming an interior angle of 153 degrees 58 minutes 30 seconds, a distance of 160.50 feet to a point in the easterly line of a 3.00 feet wide alley; thence

7. northwardly, parallel with Eleventh Street, along said 3.00 feet wide alley and along the easterly line of land now or formerly Cydia C. Wood, and land now or formerly Nehemiah D. Mosely, forming an interior angle of 116 degrees 03 minutes 30 seconds, a distance of 132.91 feet to a point in the northerly line of said land of Mosely; thence

8. westwardly along said northerly line of Mosely, at right angles to Eleventh Street, a distance of 64.00 feet to a point in the easterly line of Eleventh Street; thence

9. northwardly along the easterly line of Eleventh Street a distance of 74.00 feet to the point and place of BEGINNING.

AS TO LOTS 11, 16, 49 & 67, BLOCK 110:

TRACT 1:

PARCELS VX3A, VX4A and VX6A, as indicated on a map entitled "New Jersey State Highway Department, Camden Extension Division Entrance Road, Property to be acquired from Henry G. and Mary C. Koerner, City of Camden, Scale 1" = 20', Jan. 1925"

PARCEL VX3A, including specifically all the land and premises located at about Station 1+03 (proposed Center Line Stationing), bounded on the northwest by lands now or formerly of Henry G. & Mary C. Koerner, on the northeast by the southwesterly line of 6 feet alley; on the southeast by lands now or formerly of Henry G. and Mary C. Koerner; and on the south by the proposed right of way line of Camden Extension Division Entrance Road, as laid down on the aforesaid map

PARCEL VX4A, including specifically all the land and premises located at about Station 1+14 (Proposed Center Line Stationing), bounded on the northwest by lands now or formerly of Henry G. & Mary C. Koerner; on the northeast by the southwesterly line of 6 feet alley; on the southeast by lands now or formerly of Marietta J.

New Jersey Land Title
Insurance Rating Bureau
ALTA Plain Language Commitment 2006
New Jersey Variation

NJRB 3-08
Last Revised 5/15/2009

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Saabye; and on the south by the proposed right of way line of Camden Extension Division Entrance Road as laid down on the aforesaid map; as shown on the aforesaid map.

PARCEL VX6A, including specifically all the lands and premises located at about Station 1+36 (Proposed Center Line Stationing), bounded on the northwest by lands now or formerly of Marietta J. Saabye; on the northeast by the southwesterly line of 6 feet alley; on the southeast by lands now or formerly of Aaron Moll; and on the south by the proposed right of way line of Camden Extension Division Entrance Road; as laid down on the aforesaid map; all as shown on the aforesaid map.

PARCEL VX5A, as indicated on a map entitled: "New Jersey Highway Department, Camden Division Entrance Road, Property to be acquired from Marietta J. Saabye, City of Camden, Scale 1" = 20', Jan. 1925";

PARCEL VX5A, including specifically all the land and premises located at about Station 1+24 (Proposed Center Line Stationing), bounded on the northwest by lands now or formerly of Henry G. & Mary C. Koerner, on the northeast by the southwesterly line of 6 feet Alley; on the southeast by lands now or formerly of Henry G. and Mary C. Koerner; and on the south by the proposed right of way line of Camden Extension Division Entrance Road; as laid down on the aforesaid map; all as shown on the aforesaid map

PARCEL VX7A, as indicated on a map entitled: New Jersey State Highway Department, Camden Extension Division Entrance Road, Property to be acquired from Aaron Moll, City of Camden, Scale: 1" = 20', Jan. 1925

PARCEL VX7A, including specifically all the land and premises located at about Station 1+47 (Proposed Center Line Stationing) bounded on the northwest by lands now or formerly of Henry G. & Mary C. Koerner; on the northeast by the southwesterly line of 6 feet Alley; on the southeast by lands now or formerly of Rosa M. Morris; and on the south by the proposed right of way line of Camden Extension Division Entrance Road; as laid down on the aforesaid map; all as shown on the aforesaid map.

PARCEL VX8A, as indicated on a map entitled: "New Jersey State Highway Department, Camden Extension Division Entrance Road, Property to be acquired from Rosa M. Morris, City of Camden, Scale: 1" = 20', Jan. 1925"

PARCEL VX8A, including specifically all the land and premises located at about Station 1+58 (Proposed Center Line Stationing), bounded on the northwest by lands now or formerly of Aaron Moll; on the northeast by the southwesterly line of a 6 feet Alley; on the southeast by lands now or formerly of Frank & Anna Pisa; and on the south by the proposed right of way line of Camden Extension Division Entrance Road; as laid down on the aforesaid map; all as shown on the aforesaid map.

PARCEL XV9A, as indicated on a map entitled: "New Jersey State Highway Department, Camden Extension Division Entrance Road, Property to be acquired from Frank & Ann Pisa, City of Camden, Scale: 1" = 20', Jan. 1925"

PARCEL XV10A, as indicated on a map entitled: "New Jersey State Highway Department, Camden Extension Division Entrance Road, Property to be acquired from Peter & Rose Mateger, City of Camden, Scale 1" = 20', Jan. 1925.

PARCEL XV10A, including specifically all the land and premises located at about Station 1+80 (Proposed Center Line Stationing), bounded on the northwest by lands now or formerly of Frank & Ann Pisa; on the northeast by the southwesterly line of a 6 feet Alley; on the southeast by lands now or formerly of Joseph & Cecelia Sussman; and on the south by the proposed right of way line of Camden Extension Division Entrance Road; as laid down on the aforesaid map; all as shown on the aforesaid map.

PARCEL VX11A, as indicated on a map entitled: "New Jersey State Highway Department, Camden Extension Division Entrance Road, Property to be acquired from Joseph & Cecelia Sussman, City of Camden, Scale 1" - 20', Jan. 1925"

PARCEL VX11A, including specifically all the land and premises located at about Station 1 + 91 (Proposed Center Line Stationing), bounded on the northwest by lands now or formerly of Peter & Rose Mateger; on the northeast by the southwesterly line of a 6 feet Alley; on the southeast by lands now or formerly of Clark W.

New Jersey Land Title
Insurance Rating Bureau
ALTA Plain Language Commitment 2006
New Jersey Variation

NJRB 3-08
Last Revised 5/15/2009

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Smithman; and on the south by the proposed right of way line of Camden Extension Division Entrance Road; as laid down on the aforesaid map.

TRACT 2

PARCELS VX1062, VX1062B, VX1063, VX1063B, VX1064, VX1065, VX1066, VX1066B, VX1067, VX1067B, VX1068, VX1068B, VX1069, VX1069B, VX236C & VX236D as indicated on a map entitled: "New Jersey State Highway Department, General Property Parcel Map, Route 76 (1953) Section 1, Benjamin Franklin Bridge to Kaighn Avenue, Showing Existing Right of Way and parcels to be acquired in the City of Camden, Scale: As indicated, October 1964"

PARCEL VX1062, VX1062B, VX1063 & VX1063B, including specifically all the land and premises located at about Station 7 + 23 (Base Line Ramp "EL" Stationing), bounded on the southwest by northeasterly line of Penn Street; on the northwest by southeasterly line of 3 feet wide Alley; on the northeast by the southwesterly line of 6 feet wide Alley; and on the southeast by lands now or formerly of the State of New Jersey; all as shown on the aforesaid map.

PARCELS VX236C & VX236D, VX1064, VX1065, VX1066, VX1066B, VX1067, VX1067B, VX1068, VX1068B, VX1069 & VX1069B, including specifically all the land and premises located at about Station 7 + 80 (Base Line Ramp "EL" Stationing), bounded on the southwest by the northeasterly line of Penn Street; on the west by the easterly line of Seventh Street; on the north by lands now or formerly of the Union American Methodist Episcopal Church; on the east by the westerly line of 3 feet wide alley; and on the southeast by the northwesterly line of 3 feet wide Alley; as shown on the aforesaid map.

TRACT 3

PARCELS VX3 & VX4, as indicated on a map entitled: "New Jersey Department of Transportation, General Property Parcel Map, East-West Freeway Section 1, Delaware River Bridge Plaza to Cooper River showing existing Right of Way and parcel to be acquired in the City of Camden, County of Camden, Scale: as indicated, August 1948".

PARCELS VX3 & VX4, including specifically all the land and premises located at about Station 4 + 35 (Base Line "Camden Entrance Road" Stationing), bounded on the southwest and north by the existing line of Camden Entrance Road; on the northwest by lands now or formerly of Linden Penn Realty Corp.; on the northeast by the southwesterly line and on the northwest by the southeasterly line of four feet Alley; on the northeast by the southwesterly line of Linden Street; on the southeast by lands now or formerly of Edward Bundy; and on the northeast by lands now or formerly Edward Bundy and lands now or formerly of Helen P. Kelly; all as shown on the aforesaid map.

TRACT 4

PARCELS VX1060A & VX1060B, as indicated on a map entitled: "New Jersey Department of Transportation, General Property Parcel Map, Route 76 (1953) Section 1, Benjamin Franklin Bridge to Kaighn Avenue, showing existing Right of Way and parcels to be acquired in the City of Camden, Scale: as indicated, October 1964"

PARCEL VX1060A, including specifically all the land and premises located at about Station 16 + 00 (Center Line Ramps "ENS" & "NSE" Stationing), bounded on the southwest by the northeasterly line of Admiral Wilson Blvd., on the northwest by the southeasterly line of 3 feet wide Alley; on the northeast by the southwesterly line of Linden Street and on the southeast by lands now or formerly of the State of New Jersey; all as shown on the aforesaid map.

PARCEL VX1060B, including specifically all the land and premises located at about Station 16 + 00 (Center Line Ramps "ENS" & "NSE" Stationing), bounded on the southwest by the northeasterly line of 4 feet wide Alley; on the northwest by the southeasterly line of Ramp "ENS" on the northeast by the southwesterly line of Linden Street; and on the southeast by the northwesterly line of 3 feet wide Alley; all as shown on the aforesaid Map.

TOGETHER with all right, title and interest the State may have in all the Alleys within the parcels contiguous to the above described premises as shown on the aforesaid maps.

New Jersey Land Title
Insurance Rating Bureau
ALTA Plain Language Commitment 2006
New Jersey Variation

NJRB 3-08
Last Revised 5/15/2009

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

61, 51-1301

2

FOR INFORMATION PURPOSES ONLY: BEING known as Tax Lots 11, 16, 49 & 67, Tax Block 110 on the Official Tax Map of City of Camden, NJ.

This is not an official document



THIS BLOCK CONTINUED
ON NEXT PAGE

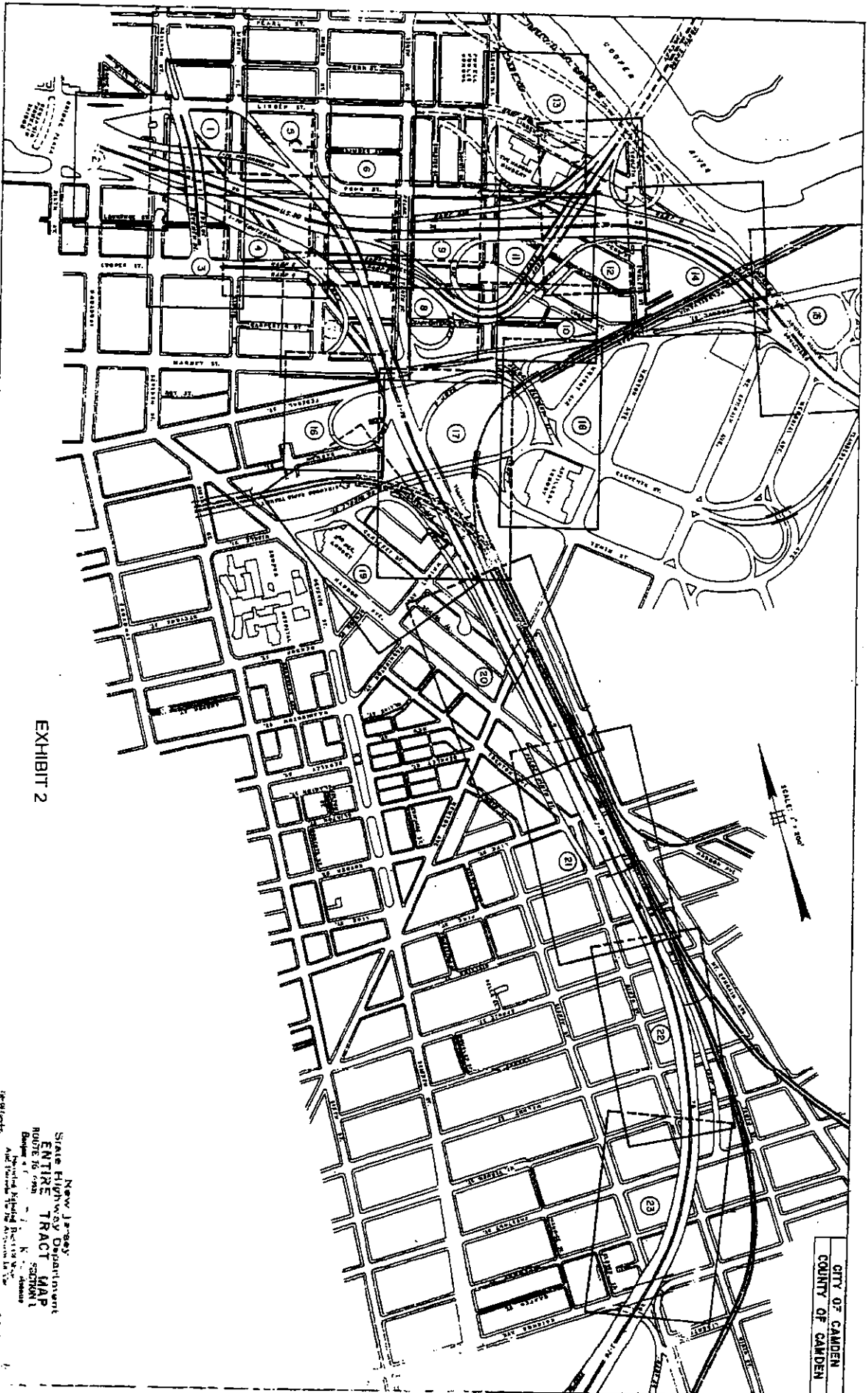
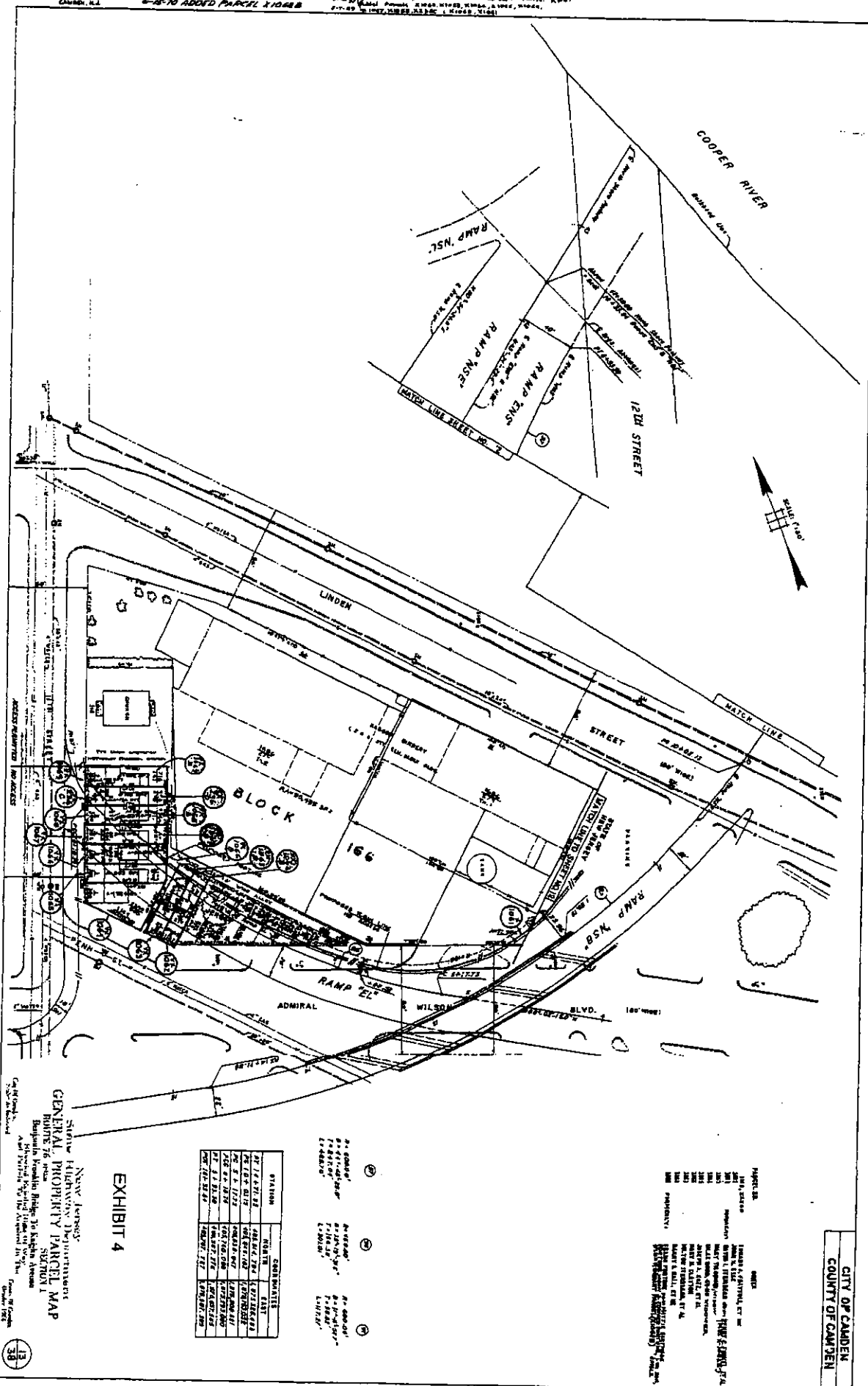
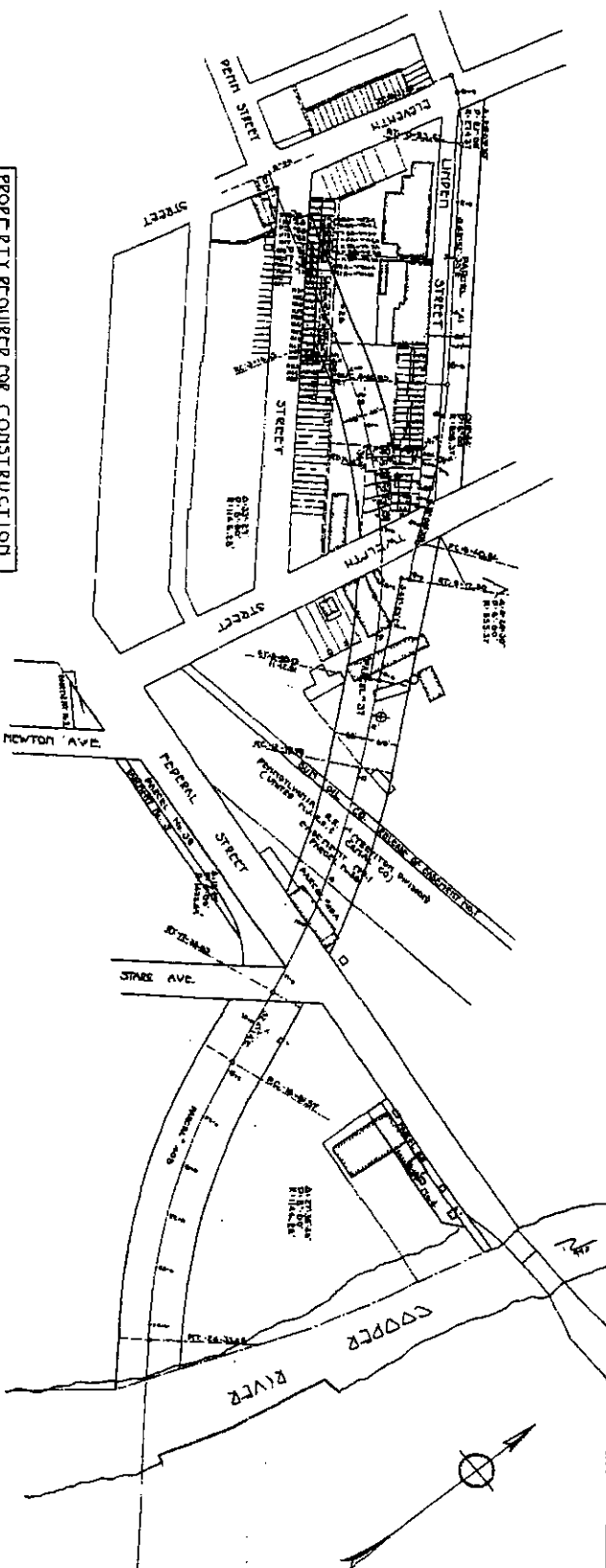


EXHIBIT 2

New Jersey
State Highway Department
ENTIRE TRACT MAP
ROUTE 16 (cont.)
SECTION 1
Camden
Adopted by Resolution No. 100
March 10, 1964





[illegible]

NEW JERSEY
STATE HIGHWAY DEPARTMENT
CAMDEN EXTENSION DIVISION
ENTRANCE ROAD SECTION 1
GENERAL PROPERTY KEY MAP
SHOWING PROPERTIES TO BE ACQUIRED BETWEEN
ELEVENTH ST. & COOPER RIVER
CITY OF CAMDEN
SCALE 1" = 100'
PITCH 650
FIELD BOOK
RECENT CHANGES

EXHIBIT 5



Signatures. The Grantor signs this Deed as of the Date at the top of the first page.

Witnessed by:

Aventis Group, LLC,
a New Jersey limited liability company

Isaac Sassoon

By: RKK Holdings, LLC
a New Jersey limited liability company,
Managing Member

By: Yitzchok Rokowsky
Name: Yitzchok Rokowsky
Title: Manager

STATE OF NEW JERSEY
COUNTY OF OCEAN

SS:

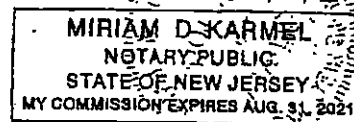
I hereby CERTIFY that on April 26, 2017, YITZCHOK ROKOWSKY, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed with the legal authority to do so on behalf of the above-named entity(ies);
- (b) signed, sealed and delivered this Deed as his/ her voluntary, own and duly authorized act, in accordance with a duly adopted resolution of the company authorizing the same;
- (c) made this Deed for \$515,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Miriam D. Karmel
NOTARY PUBLIC

RECORD AND RETURN TO:

PROPERTY TITLE GROUP, LLC
600 Parsippany Road
Suite 202
Parsippany, NJ 07054
830960



*Ordinances 2nd
Reading*

Councilwoman Boucher
08/10/21

**ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 562; PARKS
AND RECREATION, FORMERLY CHAPTER 390; ARTICLE 2 OF CHAPTER
18 OF THE REVISED ORDINANCES AND FURTHER AMENDED AND
SUPPLEMENTED ON NUMEROUS OCCASIONS INCLUDING BY MUNICIPAL
ORDINANCE MC-4672, ADOPTED ON JUNE 12, 2012 IN ORDER TO
DESIGNATE CHILDREN PLAY AREAS IN CITY OF CAMDEN PARKS**

WHEREAS, this City Council of the City of Camden has determined that it is in the best interests of the City of Camden that Chapter 562; Parks and Recreation, formerly Chapter 390, Article 2 of Chapter 18 of the Revised Ordinances which has been further amended and supplemented on numerous occasions including recently by Municipal Ordinance MC-4672, adopted on June 12, 2012, be amended and supplemented to further provide that there shall be Designated Children Play Areas in City of Camden Parks which shall be properly posted by signs as described below and for which it shall be unlawful for an adult to enter or remain in a children's play area unless such adult is accompanied by a child or children; and

WHEREAS, it is in the best interests of the residents of the City of Camden to maximize play areas available to children in City of Camden parks; and

WHEREAS, the purpose of children's play areas is for the exclusive use of children; and

WHEREAS, children's play areas and the equipment located therein are specifically designed for the use of children; and

WHEREAS, the City Council of the City of Camden now seeks to designate children's play areas in City of Camden parks; now therefore,

BE IT ORDAINED, by the City Council of the City of Camden in Camden County, in the State of New Jersey, that Chapter 562 is hereby amended as follows:

ARTICLE I. GENERAL USE AND CONDUCT REGULATIONS

Sections 562-1 through 9. Same.

Section 562-10 PROHIBITED CONDUCT

- A. No person shall utter any profane, threatening or abusive language or loud outcry or perform any obscene or indecent act, commit any nuisance, solicit any contribution or subscription, not play any game of chance in any City park, nor bring into such park any instrument of chance or gambling whatsoever.

B. DESIGNATED CHILDREN PLAY AREAS

1. Definitions

Adult. Any person who is 18 years of age or older.

Child or Children. Any person who is 12 years of age or younger.

Children's Play Area. Pursuant to Section 562-2 above, the Division of Recreation in the Department of Human Services shall adopt rules and regulations designating certain areas within City of Camden parks as children's play areas.

Posting of Signs. Any area designated by the Division of Recreation in the Department of Human Services as a children's play area shall have signs posted in close proximity to and surrounding such designated children's

play area to so advise and inform the public of such designation as a children's play area.

2. **Illegal Conduct.** It shall be unlawful for an adult to enter or remain in a children's play area unless such adult is accompanied by a child or children.

Section 562-11. Violations and Penalties. Same.

BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

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

BE IT FURTHER ORDAINED that 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. All notices of veto shall be filed in the office of the Municipal Clerk.

Date of Introduction: August 10, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

**ORDINANCE AMENDING AND SUPPLEMENTING MUNICIPAL
ORDINANCE MC-600, ADOPTED ON MARCH 11, 1971 AND AMENDED BY
MUNICIPAL ORDINANCE, MC-2289 ON APRIL 9, 1987 AND BY MUNICIPAL
ORDINANCE, MC-4234 ON OCTOBER 12, 2006**

WHEREAS, this City Council of the City of Camden has determined that it is in the best interests of the City of Camden that Municipal Ordinance MC-600 titled, "Peace and Good Order," adopted on March 11, 1971, and amended by Municipal Ordinance MC-2289 on April 9, 1987 and by Municipal Ordinance MC-4234 on October 12, 2006, be amended and supplemented to further provide that it shall be illegal to attempt to cause or purposely, knowingly or recklessly cause bodily injury to a City Official in the course of performing his or her official duties or attempt by physical menace to put any City Official in the course of performing his or her Official duties in fear of imminent serious bodily injury; now therefore

BE IT ORDAINED by the City Council of the City of Camden that it hereby amends and supplements Municipal Ordinance MC-600 titled, "Peace and Good Order," adopted on March 11, 1971 and amended by Municipal Ordinance, MC-2289 on April 9, 1987 and Municipal Ordinance MC-4234 on October 12, 2006, as follows:

CHAPTER 573. PEACE AND GOOD ORDER

ARTICLE I. GENERAL REGULATIONS

573-9 Assault on City Official and Damage to City and Private Property.

A. Assault of City Official While in the Performance of Duties.

1. No person shall attempt to cause bodily injury to any City Official in the course of performing his or her official duties.
2. No person shall purposely, knowingly or recklessly cause bodily injury to any City Official in the course of performing his or her official duties.
3. No person shall attempt by physical menace to put any City Official in the course of performing his or her official duties in fear of imminent serious bodily injury.
4. Penalty. Any person who violates any provision of this subsection shall upon conviction thereof, be punished by a fine not exceeding \$1,000 or by imprisonment for a term not exceeding 6 months, or both.

B. Harassment of a City Official While in the Performance of Duties.

1. No person shall subject a City Official while in the performance of his or her duties, to striking, kicking, shoving or other offensive touching, or threaten to do so.
2. No person shall engage in any other course of alarming conduct or of repeatedly committed acts with a City official while in the performance of his or her duties, with the purpose to alarm or seriously annoy such City Official.
3. Penalty. Any person who violates any provision of this subsection shall upon conviction thereof, be punished by a fine not exceeding \$500 or by imprisonment for a term not exceeding 30 days, or both.

- C. No person shall willfully or maliciously destroy, damage or injure or spoil or deface any real or personal property or appurtenance thereof belonging to the City or belonging to another person.

574-14. Violations and penalties.

Unless otherwise specified above, any person who violates any provision of this article shall upon conviction thereof, be punished by a fine not exceeding \$1,000 or by imprisonment for a term not exceeding 90 days, or both.

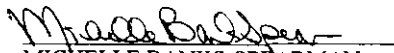
BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

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

BE IT FURTHER ORDAINED that 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. All notices of veto shall be filed in the office of the Municipal Clerk.

Date of Introduction: August 10, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

MBS:dh
08-10-21

0-3

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

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

628 Walnut Street	Lindsey Cassie
1830 Fillmore Street	Ernest Downy
329 Bailey Street	Alberto Castelan
633 West Street	Carmen Robles
33 N. 33 rd Street	Carmen Sanchez
415 Garden Avenue	Dina Rose
1128 S. 3 rd Street	Noemi Saed
2431 S. 12 th Street	Theresa Rochon
1024 N. 35 th Street	Moises Rosado
1164 Octagon Road	William Robinson & Doris Roberts

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

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

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

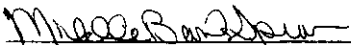
SECTION 2. This ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

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

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

Date of Introduction: August 10, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

MBS:dh
08-10-21

0-4

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

WHEREAS, Angel Luis Rodriguez, upon providing the appropriate proof that he is the holder of the required specifications, seeks to upgrade to personalized signage Type #2 near his home at 941 Atlantic Avenue; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden that, the area near 941 Atlantic Avenue, shall be upgraded to personalized signage during the period of time that the said premises is occupied by Angel Luis Rodriguez, 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.

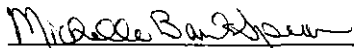
SECTION 4. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

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: August 10, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

0-5
MBS:yrh
8/10/21

**ORDINANCE AMENDING MC-4755 CODIFIED AS CHAPTER 510 OF THE CAMDEN
CODE ESTABLISHING THE "LIEN REVIEW COMMITTEE"**

WHEREAS, the Lien Review Committee was established by Ordinance MC-4755 adopted May 14, 2013 and;

WHEREAS, MC-4755 was amended by Ordinance No. MC-5119 on June 12, 2018 to remove the Tax Assessor from the Membership Committee and;

WHEREAS, it is in the best interest of the City of Camden to further amend Chapter 510, Membership of this Committee, to streamline the process to efficiently move all requests forward and;

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

A revised Municipal Lien Review Committee, hereinafter referred to as the Review Committee.

1. Membership.

- a. The Tax Collector shall serve as the Chair of the Review Committee.
- b. The Review Committee shall be comprised of an Assistant City Attorney from the City Attorney's Office, the Tax Collector, the Real Estate Officer for the City of Camden and any such other persons as the Chair shall determine necessary.

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

SECTION 1. The City Clerk shall have this ordinance published at least once, not less than ten (10) days instead of one (1) week prior to the section reading.

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

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

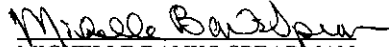
SECTION 4. This ordinance shall take effect twenty (20) days after final passage and publications as provided by law.

SECTION 5. 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: August 10, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

Resolutions

MBS:dh
09-14-21

K-1

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE DELAWARE
RIVER PORT AUTHORITY ("DRPA") AND THE CITY OF CAMDEN**

WHEREAS, the DRPA desires to make improvements in the condition of various streets located in the vicinity of its Administration Building; and

WHEREAS, the City of Camden desires to enter into an Agreement with DRPA to permit the DRPA to perform paving repair activities on City roads in the vicinity of their Administration building as outlined in Exhibit A, at DRPA's expense; and

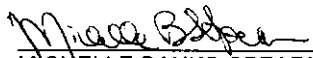
WHEREAS, the work will be limited only to patching potholes, surface overlays, and other similar work in areas in need of repair; now therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers be and are hereby authorized to enter into an Agreement with the DRPA to perform paving repair activities on the City roads shown on Exhibit A.

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

Date of Introduction: September 14, 2021

The above has been reviewed
and approved as to form.

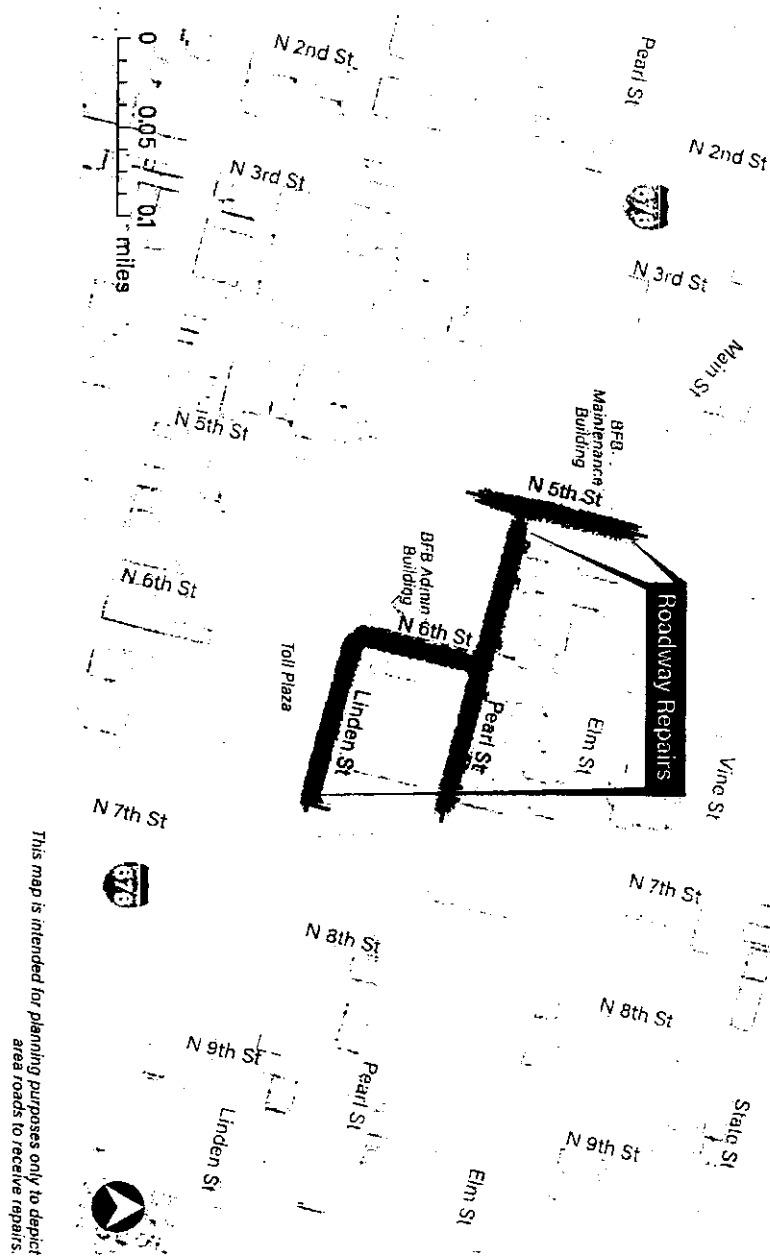

MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

Exhibit A

DRPA BFB Plaza Area Pavement Repairs
City Street Proposed Repairs



CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: September 14, 2021

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

FROM: Michelle Banks-Spearman, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF ORDINANCE OR RESOLUTION:

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN DELAWARE RIVER PORT
AUTHORITY AND CITY OF CAMDEN**

BRIEF DESCRIPTION OF ACTION:

This resolution is necessary to authorize an agreement with DRPA to allow them to perform paving repair activities on City roads in the vicinity of their Administration Building.

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:	<u>Date</u> <u>8/24/21</u>	<u>Signature</u> <u>Michelle Banks-Spearman</u>
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
☐ CAF -Certifications of Availability of Funds	_____	_____
Approved by Business Administrator:	_____	_____

(Name) Please Print	(Extension #)
Prepared By: <u>Dionne Giles</u>	<u>X7185</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	Agreement
Name of Vendor	Delaware River Port Authority (DRPA)
Purpose or Need for service:	This resolution is necessary to authorize an agreement with DRPA to improve their operations by way of remediating problems and nuisance condition of properties owned by others in the vicinity of DRPA facilities.
Contract Award Amount	
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

Director or Designee,
Division of Local Government Services

Number Assigned_____

**AGREEMENT BETWEEN DELAWARE RIVER PORT AUTHORITY AND
CITY OF CAMDEN**

THIS AGREEMENT, is made this day of 2021, by and between the **CITY OF CAMDEN**, City Hall, 520 Market Street, Camden, NJ 08101-512(**"CAMDEN"**) and **DELAWARE RIVER PORT AUTHORITY**, a bi-state body corporate and politic of the Commonwealth of Pennsylvania and State of New Jersey, whose principal place of business is One Port Center, 2 Riverside Drive, PO Box 1949, Camden, New Jersey 08101-1949 (collectively **"DRPA"**). **CAMDEN** and **DRPA** will be referred to collectively in this Agreement as the (**"Parties"**).

WHEREAS, **CAMDEN** owns various streets in the City of Camden, State of New Jersey, located in the vicinity of and/or adjacent to facilities owned by **DRPA**, as more fully described below; and

WHEREAS, **CAMDEN** is desirous of obtaining improvements in the condition of various streets in the vicinity of and/or adjacent to **DRPA** facilities; and

WHEREAS, **DRPA** is desirous of remediating problems and nuisance conditions on properties owned by others in the vicinity of and/or adjacent to **DRPA** facilities to improve **DRPA** operations and address associated **DRPA** operational or community impacts, utilizing **DRPA** staff and/or contracting services; and

WHEREAS, **DRPA**, in furtherance of these goals, has agreed to conduct paving repair activities in the affected streets; and

WHEREAS, the **DRPA** Board of Commissioners, by way of DRPA-19-010, has authorized staff to perform such services on said properties, addressing conditions which could impact **DRPA** operations and the community;

NOW, THEREFORE, intending to be legally bound hereby, the Parties do hereby declare that for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, and incorporating the above recitals as if fully set forth below, agree as follows:

1. **DRPA**, in its sole discretion, if and when its planning and scheduling permit, shall perform paving repair activities, on some or all of the streets (**"Property"**) as depicted in the map, attached hereto and made a part hereof as Exhibit **"A"**, the (**"Project"**).

The repairs shall be limited only to patching potholes, surface overlays, and other similar work in areas in need of repair.

2. **CAMDEN**, by this Agreement, hereby grants permission to **DRPA** and its Contractor and its agents to perform the paving repair activities as provided for herein as well as a license to enter the Property to accomplish such activities.

3. **DRPA** does not represent or guarantee that any or all of the work shall be undertaken. If and when **DRPA** chooses to engage in the Project, **DRPA** and/or its contractors will be responsible for all facets of the work, including contracting, traffic control, construction and construction monitoring. **CAMDEN** will fully cooperate with **DRPA** to facilitate all operations, including but not limited to clearing cars and/or other obstacles from the affected areas and assistance with the development of appropriate traffic detours.

4. The Parties agree that **DRPA** is not, through this Agreement or otherwise, assuming any liability, responsibility, obligation or other indebtedness which may be incurred as a result of (i) issues relating to the Property, which it has not investigated, including, but not limited to, concealed conditions or hazardous substances; (ii) delays to the Project schedule or (iii) any other matter related to the activities contemplated by this Agreement.. Without limitation of the above (and without establishing any contractual rights or other causes of action prohibited by this Agreement), **DRPA** agrees:

- a. Its contract with any retained contractor shall have "cure defects" language that requires correction of faulty work;
- b. **CAMDEN** will be offered an opportunity to inspect the work during construction activities and after completion;
- c. If **CAMDEN** finds a problem, discussions will ensue between **CAMDEN** and **DRPA**;
- d. If **DRPA** agrees with **CAMDEN**, **DRPA** shall address the problem with the contractor. However, **DRPA** shall have no duty to pursue contract or other claims against the Contractor. In the event **DRPA** chooses to pursue any such claims, **CAMDEN** will reimburse **DRPA** for any and all out-of-pocket costs, including but not limited to, reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs and counsel fees,

5. Following completion of the Project, **CAMDEN** shall remain fully responsible for the maintenance, repair and replacements attributed to the Property, including all physical improvements or other conditions of the Property attributable to the Project.

6. **CAMDEN** hereby agrees to defend, indemnify, protect and hold harmless **DRPA**, its officers, commissioners, directors, members, agents, servants and employees, from and against any and all suits, claims, liabilities, losses, judgments,

demands and tender payments for damages arising from claims by third parties, of whatsoever kind or nature, including, but not limited to, reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments, damages or other expenses recoverable under applicable law, which may be suffered by or accrue against, be charged to or recoverable from **DRPA**, its officers, commissioners, directors, members, agents, servants and employees regardless of whether a suit has been filed or initiated but only upon receipt of a written notice alleging a wrongful act (collectively "Claims"), to the extent arising from the willful misconduct, recklessness, gross negligence or negligent acts or omissions by any person in connection with the Project. This includes but is not limited to Claims caused in part by **DRPA**, its officers, commissioners, directors, members, agents, servants and employees or which are based on strict liability. However, **CAMDEN** shall not be required to defend or indemnify **DRPA**, its officers, commissioners, directors, members, agents, servants and employees for that portion of any claim, suit, action, damage or cost which is caused by the willful misconduct or grossly negligent act or omission of **DRPA**, its officers, commissioners, directors, members, agents, servants and employees.

In any and all Claims by any **CAMDEN** employee, anyone directly or indirectly employed by **CAMDEN**, or anyone for whose acts **CAMDEN** may be liable, **CAMDEN** explicitly and unequivocally agrees to indemnify **DRPA**, its officers, commissioners, directors, members, agents, servants and employees. **CAMDEN**'s indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for **CAMDEN** under workers' compensation laws, disability benefit laws, or other employee benefits laws or any other legal or contractual provisions.

Promptly after receipt by the **DRPA** of notice of any claim, liability or expense, **DRPA** shall give timely written notice to **CAMDEN**, but the omission to so promptly notify **CAMDEN** will not relieve **CAMDEN** from any liability except to the extent that **CAMDEN** shall have been materially prejudiced as a result of the failure or delay in giving such notice. **CAMDEN** understands and agrees that defense and indemnification under the terms and conditions of this Agreement begins when a claim is brought against **DRPA**, its officers, commissioners, directors, members, agents, servants and employees or the moment **DRPA**, its officers, commissioners, directors, members, agents, servants and employees receives notice of the Claim. The obligations of **CAMDEN** shall survive the termination of this Agreement or the completion by **CAMDEN** of its other obligations under this Agreement.

7. By entering into this Agreement, the **DRPA** does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the **DRPA**.

8. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly

given, made and received only when delivered personally, by courier service such as United Parcel Service, or by other messenger, or when deposited in the United States mails, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to **DRPA**:

John T. Hanson, Chief Executive Officer
Delaware River Port Authority
One Port Center, 2 Riverside Drive
Camden, New Jersey 08101-1949

With a copy to:

Raymond J. Santarelli, General Counsel
Delaware River Port Authority
One Port Center, 2 Riverside Drive
Camden, New Jersey 08101-1949

If to **CAMDEN**:

Victor Carstarphen, Mayor
c/o Municipal Clerk
City Hall Room 105
P.O. Box 95120
Camden, New Jersey 08101-5120

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither party may assign, subcontract, sub-grant or transfer its rights or obligations under this Agreement without the prior written consent of the other.

10. If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, such provision and this Agreement shall be deemed and construed to be modified or restricted to the extent that and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement as the case may require.

11. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. The express terms hereof control and supersede any course of performance and or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by both parties. This Agreement may be executed in one or more counterparts,

each of which constitutes an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed these presents on this _____ Day of _____, 2021.

CITY OF CAMDEN

BY: _____
VICTOR CARSTARPHEN
Mayor

**DELAWARE RIVER PORT
AUTHORITY**

BY: _____
JOHN T. HANSON
Chief Executive Officer

Authorized by Resolution _____.
Reviewed and approved as to form
By:

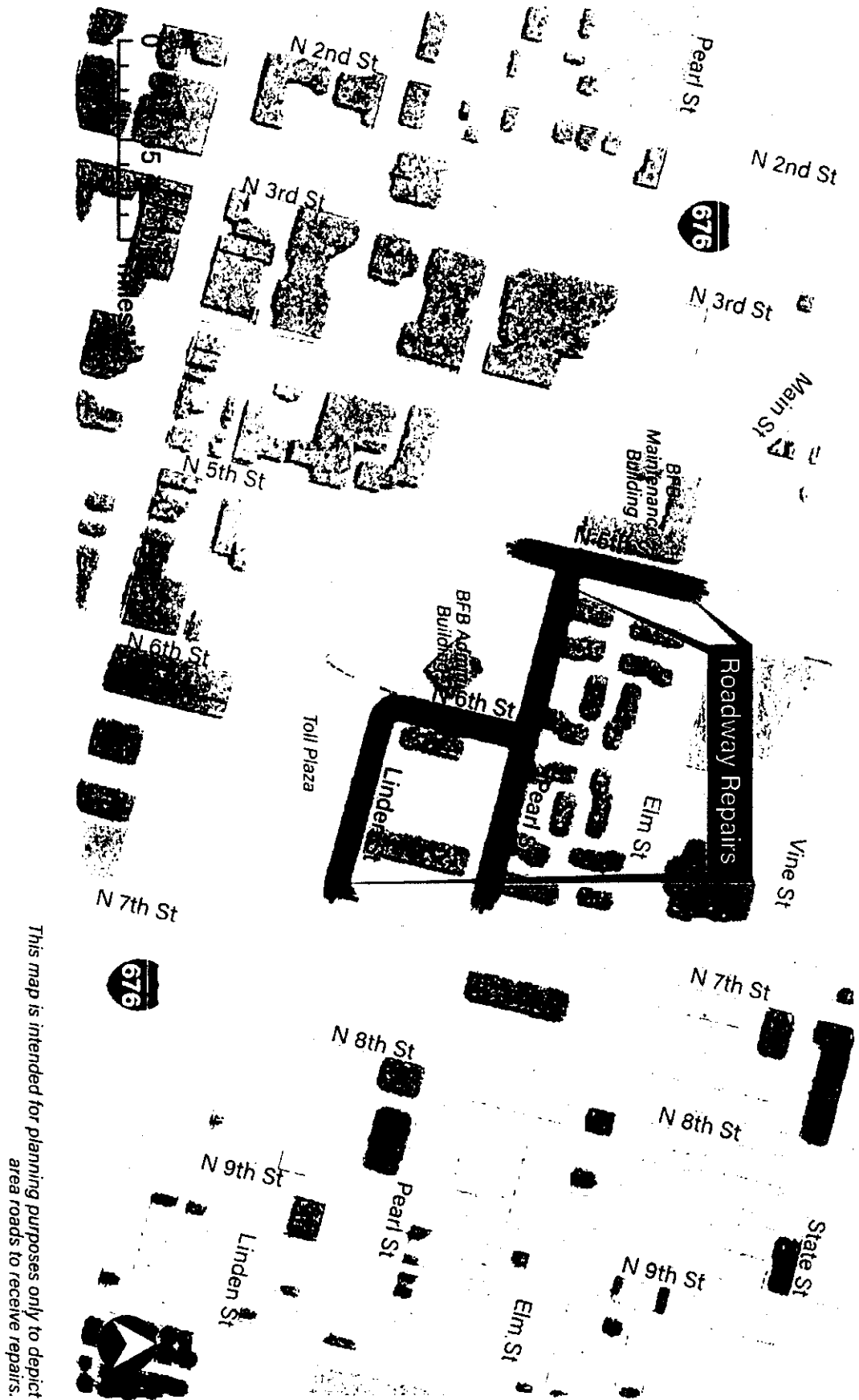
MICHELLE BANKS-SPEARMAN
City Attorney

Reviewed and Approved as to Form
By:

Raymond J. Santarelli
General Counsel, DRPA

DRPA BFB Plaza Area Pavement Repairs

City Street Proposed Repairs



This map is intended for planning purposes only to depict area roads to receive repairs.

MBS:dh
09-14-21

R-2

**RESOLUTION AMENDING THE SHARED SERVICES AGREEMENT BETWEEN
THE CITY OF CAMDEN AND CAMDEN REDEVELOPMENT AGENCY ("CRA")
FOR THE CAMDEN CHARTER SCHOOL NETWORK PROJECT**

WHEREAS, the Council of the City of Camden by Resolution R-5 (MC-19:7101) dated September 10, 2019 authorized the execution of a Shared Services Agreement ("SSA") with Camden Redevelopment Agency (CRA) to authorize the CRA to act as an agent of the City of Camden for the acquisition of certain properties for the Camden Charter School Network Early Education Project for a term of two (2) years; and

WHEREAS, the City entered into a Shared Services Agreement with the CRA dated May 6, 2020 for a term one (1) year; and

WHEREAS, the City wishes to amend the SSA to correct the term of the agreement from one (1) year to two (2) years as authorized and adopted by way of Resolution R-5 (MC-19:7101) and to extend the term of the SSA for an additional term of one (1) year such that the term of the SSA will expire on May 5, 2023; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Shared Services Agreement between the City of Camden and CRA be amended to reflect the correct term of two (2) years in connection with the Camden Charter School Network Project.

BE IT FURTHER RESOLVED, that the SSA be further amended to extend the term of the SSA for an additional term of one (1) year such that the term of the SSA will expire on May 5, 2023.

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

Date of Introduction: September 14, 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: September 14, 2021

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

FROM: Michelle Banks-Spearman, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF ORDINANCE OR RESOLUTION:

**RESOLUTION AMENDING THE SHARED SERVICES AGREEMENT BETWEEN
THE CITY OF CAMDEN AND CAMDEN REDEVELOPMENT AGENCY ("CRA")
FOR THE CAMDEN CHARTER SCHOOL NETWORK PROJECT**

BRIEF DESCRIPTION OF ACTION:

The amendment is necessary to correct the term of the SSA from (1) year to (2) years as authorized and adopted on September 10, 2019 by Resolution #R-5 (MC-19:7101).

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
8/18/21

Signature
Michelle Banks-Spearman

Approved by Grants Management:

(If applicable)

Approved by Finance Director:

☐ CAF - Certifications of Availability of Funds

Approved by Business Administrator:

8-18-21

J. J. Asuncion

(Name) Please Print

(Extension #)

Prepared By: Dionne Giles

X7185

Contact Person: Michelle Banks-Spearman, City Attorney

X7170

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******

CAM 2021-203

ATTACHMENT D

9.14.21

R-2

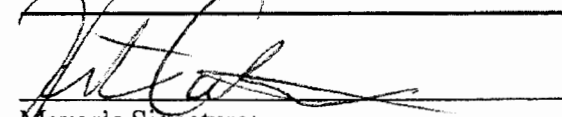
STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM

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.

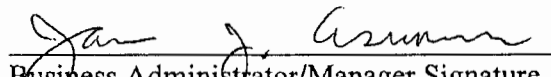
Municipality	Camden
Professional Service or EUS Type	Shared Services Agreement (Amendment)
Name of Vendor	Camden Redevelopment Agency
Purpose or Need for service:	To correct the term of the SSA from (1) year to (2) years as authorized and adopted on September 10, 2019 by Resolution #R-5 (MC-19:7101)
Contract Award Amount	
Term of Contract	1 year (5/2022)
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 8-27-21


Business Administrator/Manager Signature

Date 8-18-21

*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.

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 fe. Date 8/24/2021
Certifying Officer

For LGS use only:

(☒) Approved () Denied

[Signature] Date 9/2/21
Director or Designee,
Division of Local Government Services

Number Assigned 2021-203

MEMORANDUM

FROM: Olivette Simpson, CRA Interim Executive Director

TO: Michelle Banks Spearman, City Attorney

DATE: July 26, 2021 – Revised August 13, 2021

RE: Shared Services Agreement – Amendment to Correct the Term of the Agreement and Extend the Term of the Agreement for an Additional Year

Please accept this request for Council Action to amend a Shared Services Agreement between the City of Camden and Camden Redevelopment Agency dated May 6, 2020:

1. To Correct the term of the Agreement from one year to two years from the execution of the Agreement as authorized by R-5 adopted by City Council on September 10, 2019 and CRA, and
2. To Extend the term of the Agreement for an additional one (1) year term from the date the amendment correcting the Agreement is signed.

Summary: CRA is to acquire on behalf of the City pursuant to N.J.S.A. 20:3-1 et seq. certain properties in Cramer Hill for the Charter School Network (CCSN) to expand their charter school facilities. CCSN is the title owner of all but four lots in Block 955 on the City of Camden Tax Map. The Lots are vacant and unimproved and identified as Block 955, Lot 6, 9, 10, and 16 (the Project Site). Acquisition has been delayed because of the pandemic and other considerations, however, CCSN desires to move forward so that the planned expansion can proceed. The additional (1) year term is to allow for the conclusion of the court proceedings.

Thank you for your consideration of this request.

Attachment

SSA Agreement and supporting documents.

MEMORANDUM

FROM: Olivette Simpson, CRA Interim Executive Director

TO: Michelle Banks Spearman, City Attorney

DATE: July 26, 2021

RE: Shared Services Agreement – Amendment to Correct the Term of the Agreement

Please accept this request for Council Action to amend a Shared Services Agreement between the City of Camden and Camden Redevelopment Agency dated May 6, 2020 to correct the term of the Agreement from one year to two years as authorized by R-5 adopted by City Council on September 10, 2019 and CRA. CRA is to acquire on behalf of the City pursuant to N.J.S.A. 20:3-1 et seq. certain properties in Cramer Hill for the Charter School Network (CCSN) to expand their charter school facilities. CCSN is the title owner of all but four lots in Block 955 on the City of Camden Tax Map. The Lots are vacant and unimproved and identified as Block 955, Lot 6, 9, 10, and 16 (the Project Site). Acquisition has been delayed because of the pandemic and other considerations, however, CCSN desires to move forward so that the planned expansion can proceed.

Thank you for your consideration of this request.

Attachment

SSA Agreement and supporting documents.

SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN
AND THE CAMDEN REDEVELOPMENT AGENCY

This document constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1, et seq. entered between the City of Camden, a Municipal Corporation of the State of New Jersey of the first part, hereinafter referred to as the party of the first part or the "City" and the Camden Redevelopment Agency of the second part, hereinafter referred to as the party of the second part or the "Agency."

WHEREAS, the City of Camden ("CITY"), with its principal offices located at 520 Market Street, 4th Floor, Camden, NJ 08102, and Camden Redevelopment Agency ("CRA"), with its principal offices located at 520 Market Street, 13th Floor, Camden, NJ 08102, have reached an agreement to allow CRA to operate and serve in the capacity as an agent for the City of Camden for acquisition of four (4) properties in the City of Camden ("Project"); and

THIS AGREEMENT made and entered into as of the 6th day of May, in the year of Two Thousand Twenty (2020),

WITNESSETH:

In consideration of the mutual promises of the parties hereto and as set forth in R-5 adopted by Camden City Council on September 10, 2019 and 12-11-19A, adopted by Camden Redevelopment Agency; and

WHEREAS, the City of Camden wishes to engage CRA to act in a capacity as an agent by coordinating and managing the acquisition of the four (4) properties described below in connection with the Camden Charter School Network Early Education Center Project:

1. Block 955, Lot 6,
2. Block 955, Lot 9,
3. Block 955, Lot 10, and
4. Block 955, Lot 16

WHEREAS, in order to accomplish the redevelopment plans of the Camden Brownfield Program Sites in the City of Camden by placing priority on the investigation, remediation and redevelopment of contaminated sites; now, therefore it is agreed as follows;

1. TERM

This Agreement shall commence from the date the agreement is signed and shall terminate one (1) year from the date of commencement.

2. CAMDEN REDEVELOPMENT AGENCY ("CRA") RESPONSIBILITIES

- a. CRA will manage and administer the process to acquire properties on behalf of the City of Camden through the eminent domain process (N.J.S.A. 20:3-1 et seq.).
- b. Once the properties are acquired in the City of Camden's name, CRA will take the necessary steps to convey the properties from the City of Camden to the Camden Charter Network for the purpose of expanding the charter school.
- c. Serve as the primary point of contact for the condemnation project, including tracking progress, reporting activities, and statutory/regulatory compliance during the term of the Agreement.
- d. Execute an agreement with the CCN, which will provide that CCN is to establish an escrow fund which will be used to pay the acquisition costs of the property, and all other reasonable out-of-pocket costs and fees incurred in connection with the condemnation of the site, including, but not limited to, any and all professional services fees, court deposits, notifications, and/or other costs and fees, and commissioner's hearings and court proceedings, and a project management fee for CRA's services.
- e. Serve as the contracting entity for the City for the procurement of services in connection with the acquisition of the Property, including, but not limited to proposals for professional services, such as, legal, title, appraiser, and environmental consultants (if applicable).
- f. Review and approve vendor invoices for payment from the escrow fund.
- g. Execute a redevelopment agreement with CCN to facilitate CCN's development of the educational facility, which will include such terms and conditions for the CRA to monitor CCN's performance and obligations in furtherance of completing the educational facility project; including but not limited to, during construction ensure compliance with applicable governmental approvals, regulations, and requirements as well as compliance with implementing a plan (created in conjunction with the City) for CCN to meet the City of Camden's goals for hiring residents and minorities and local sourcing as well as providing for employment opportunities, job outreach, and training of City residents.
- h. Ensure that the CCN implements a public engagement program regarding redevelopment of the educational facility. The CRA may attend local community

meetings as well as meet with community leaders and other officials to ensure that the public is aware of the ongoing redevelopment activities at the site.

3. CITY OF CAMDEN ("CITY") RESPONSIBILITIES

- a. Adopt an Ordinance which authorizes the acquisition of the properties via the City's eminent domain powers pursuant to N.J.S.A. 20:3-1 et seq.
- b. Execute a shared services agreement with the CRA to act on behalf of the City as its agent for the purposes and activities related to the management of the acquisition and condemnation process and use of the City's eminent domain powers pursuant to N.J.S.A. 20:3-1 et seq.
- c. Execute all documents necessary in connection with the acquisition and condemnation action.
- d. Convey the Property to the CRA after acquired for no additional consideration to enable the CRA to re-convey the properties to the CCN, subject to a redevelopment agreement. The CCN will have provided to the CRA in the condemnation process the full amount of the compensation required to acquire the Property.

4. COST

The City of Camden shall not be responsible for the costs to acquire said properties. The Camden Charter Network ("CCN") will be responsible for all professional fees and costs associated with the acquisition.

5. ADHERENCE TO LOCAL PUBLIC CONTRACT LAW

In accordance with N.J.S.A. 40A:11-1, et seq., if any party performing a service on behalf of another party or parties to this agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the agreement for the work to be performed by a private contractor under such agreement.

6. AUDIT

Pursuant to the Single Audit Act of 1984, both parties agree to permit either party and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

7. RIGHT TO INSPECT

Both parties to this agreement shall permit either party or its authorized representatives to make visits to the site or sites where the specified project (Exhibit "A") is situated for the purpose of assuring each party's compliance with the terms of this Agreement.

8. TERMINATION OF AGREEMENT

This Agreement may be terminated in whole or in part by either party for any reason upon thirty (30) days written notice from one party to the other.

9. CONSTRUCTION OF THIS AGREEMENT

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall, therefore, be interpreted under the Laws of the State of New Jersey.

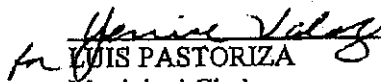
10. AMENDMENTS

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

11. ENTIRE AGREEMENT

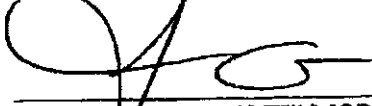
This written Agreement represents the entire understanding of the parties.

Attest:


LOUIS PASTORIZA
Municipal Clerk

By:

CITY OF CAMDEN


FRANCISCO "FRANK" MORAN
Mayor

APPROVED AS TO FORM:

CAMDEN REDEVELOPMENT AGENCY


MICHELLE BANKS-SPEARMAN
City Attorney

By:


OLIVETTE SIMPSON
Executive Director

SCOPE OF SERVICES FOR A SHARED SERVICES AGREEMENT BETWEEN THE CITY
OF CAMDEN AND THE CITY OF CAMDEN REDEVELOPMENT AGENCY FOR THE
OVERSIGHT OF THE ACQUISITION OF PROPERTY
PURSUANT TO N.J.S.A. 20:3-1 et seq.

Camden Charter School Network – Acquisition

Background

The Camden Charter School Network (CCN) plans to expand their charter school facilities in the Cramer Hill Neighborhood. CCN is the title owner of all but four lots in Block 955 on the City of Camden Tax Map. CCN proposes to acquire these lots, which are designated as Block 955 Lots 6,9,10, and 16 (the "Property").

The City of Camden Redevelopment Agency (CRA) proposes acquire the properties, on behalf of the City of Camden (City), through the eminent domain process pursuant to N.J.S.A. 20:3-1 et seq. The proposal is based on premise that the charter school is a public school and therefore acquisition of property for expansion of a charter school is a public purpose. The Property is not eligible for acquisition by way of the Local Redevelopment and Housing Law, because the property (collectively) is not listed in an area designated for redevelopment in the Cramer Hill Redevelopment Plan.

CCN made a formal request to the City to acquire the properties and if necessary, to use its eminent domain powers for this purpose. The City adopted an ordinance which authorized the acquisition. The City also designated the CRA as its agent for the purpose of conducting the acquisition, including and if necessary by use of eminent domain. The properties will be acquired in the name of the City of Camden and the City will convey directly to the CRA and the CRA will re-convey to CCN, subject to a redevelopment agreement.

Scope of Services:

In this capacity, CRA will undertake the following tasks:

- Serve as the primary point of contact for the condemnation project, including tracking progress, reporting activities, and statutory/regulatory compliance during the term of the Agreement.
- Execute an agreement with the CCN, which will provide that CCN is to establish an escrow fund which will be used to pay the acquisition costs of the property, and all other reasonable out-of-pocket costs and fees incurred in connection with the condemnation of the site, including, but not limited to, any and all professional services fees, court deposits, notifications, and/or other costs and fees, and commissioner's hearings and court proceedings, and a project management fee for CRA's services.
- Serve as the contracting entity for the City for the procurement of services in connection with the acquisition of the Property, including, but not limited to proposals for professional services, such as, legal, title, appraiser, and environmental consultants (if applicable).

- Review and approve vendor invoices for payment from the escrow fund.
- Execute a redevelopment agreement with CCN to facilitate CCN's development of the educational facility, which will include such terms and conditions for the CRA to monitor CCN's performance and obligations in furtherance of completing the educational facility project; including but not limited to, during construction ensure compliance with applicable governmental approvals, regulations, and requirements as well as compliance with implementing a plan (created in conjunction with the City) for CCN to meet the City of Camden's goals for hiring residents and minorities and local sourcing as well as providing for employment opportunities, job outreach, and training of City residents.
- Ensure that the CCN implements a public engagement program regarding redevelopment of the educational facility. The CRA may attend local community meetings as well as meet with community leaders and other officials to ensure that the public is aware of the ongoing redevelopment activities at the site.

The City will undertake the following tasks:

- Adopt an Ordinance which authorizes the acquisition of the properties via the City's eminent domain powers pursuant to N.J.S.A. 20:3-1 et seq.
- Execute a shared services agreement with the CRA to act on behalf of the City as its agent for the purposes and activities related to the management of the acquisition and condemnation process and use of the City's eminent domain powers pursuant to N.J.S.A. 20:3-1 et seq.
- Execute all documents necessary in connection with the acquisition and condemnation action.
- Convey the Property to the CRA after acquired for no additional consideration to enable the CRA to re-convey the properties to the CCN, subject to a redevelopment agreement. The CCN will have provided to the CRA in the condemnation process the full amount of the compensation required to acquire the Property.

**CAMDEN'S
CHARTER
SCHOOL NETWORK**

979 Beideman Avenue
Camden, NJ 08105
856-365-1000

Rebecca Phelan
CCSN Executive Director

Henry Bermann
Director Special Projects

Joshua Fleig
Business Administrator

July 9, 2019

Michelle Banks-Spearman
Camden City Attorney
Suite 419
520 Market Street
Camden, NJ 08101-5120

Dear Mrs. Banks-Spearman,

As discussed, the Camden's Charter School Network ("Network") would like to begin the process of acquiring certain parcels located at Block 955 for the advancement of a new Early Education Center ("EEC"). This EEC will provide state of the art education and pre-kindergarten spaces for the Charter School Network. This estimated five million-dollar public purpose project will be an asset for the Cramer Hill neighborhood and will support the continuing improvement to the Camden City education environment.

The lots in question and ownership information is listed below and these lots have been vacant for over a decade:

Block	Lot	Ownership
955	8	CAMACHO, LUZ D
955	9	BROOKS, RONALD M & CARTER, BARBARA
955	10	BROOKS, RONALD M & CARTER, BARBARA
955	16	HARRISON, ANNETTE

Furthermore, based on reviews of the titles there are significant issues with each of these lots. As mentioned, these lots have been abandoned for years and aside from this EEC project there are no developments listed for these lots.

This Camden's Charter School Network would like to work with the Camden Redevelopment Agency ("CRA") to take the necessary legal steps to acquire these lots. We have spoken with the CRA about this project and we will work with them to do what is needed to acquire title.



The request is to have an ordinance or resolution on the August 2019 City Council Agenda to authorize the acquisition of the property and allow the CRA, as the city's agent, to work with the Network to advance this public purpose project.

If you have any question or need more information, please let me know. I can be reached by phone at (856) 491-1929 or by email at hbermann@camdencharter.org.

Thanks for the assistance in this matter.

Sincerely,

Henry Bermann

Henry Bermann
Director of Special Projects

EXHIBIT "A"

Block/Lot	Address
955/6	ES Lois 100 S Hayes Ave
955/9	ES Lois 160 S Hayes
955/10	ES Lois 180 S Hayes Ave
955/16	ES Lois Av 300 S Hayes

RESOLUTION MC-19-7701
On Motion Of: Angel Fuentes
APPROVED: September 10th, 2019

A-5

MBS:dh
09-10-19

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES
AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE
CAMDEN REDEVELOPMENT AGENCY ("CRA") FOR THE
CAMDEN CHARTER SCHOOL NETWORK PROJECT**

WHEREAS, N.J.S.A. 40A:65-1 authorizes local units of government to enter into agreements for shared services; and

WHEREAS, the City of Camden, desires to enter into a Shared Services Agreement with the Camden Redevelopment Agency ("CRA") to act as the City's agent to acquire the four (4) properties described below in connection with the Camden Charter School Network Early Education Center Project:

Block/Lot	Address
955/8	ES Lois 100 S Hayes Ave
955/9	ES Lois 180 S Hayes
955/10	ES Lois 180 S Hayes Ave
955/16	ES Lois Av 300 S Hayes

; and

WHEREAS, the CRA is charged with the duty of redevelopment throughout the City of Camden; and

WHEREAS, there are four (4) properties that are still need to be acquired to complete the development site for the Camden Charter School Network Early Education Center Project; and

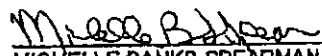
WHEREAS, it is now necessary to enter into a Shared Services Agreement with the CRA establishing the responsibilities of the parties for a period of 2 years; now, therefore

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 CRA to act as the City's agent to acquire four (4) properties identified above in connection with the Camden Charter School Network Early Education Center 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: September 10, 2019

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

12-11-19A

Resolution Authorizing a Shared Services Agreement with the City of Camden Providing for the City of Camden Redevelopment Agency to Serve as the City's Agent for Property Acquisition in Connection with Charter School Expansion in the Cramer Hill Neighborhood and to Accept Title to the Property from the City as Needed for this Redevelopment Project

WHEREAS, the City of Camden Redevelopment Agency (CRA) is charged with the duty of redevelopment throughout the City of Camden; and

WHEREAS, the Camden's Charter School Network (Network) has expressed a desire to the City of Camden (City) to acquire four vacant contiguous properties known as Block 955, Lots 6, 9, 10 and 16 of the City Tax Map in connection with the proposed expansion of its charter school facilities in the Cramer Hill Neighborhood (the "Project") and has requested the City's assistance in completing the acquisition; and

WHEREAS, the CRA possesses the appropriate experience to conduct the property acquisition on behalf of the City including, if necessary, the use of the City's statutory authority of eminent domain in accordance with N.J.S.A. 40A: 12-3 and N.J.S.A. 20:3-1 to -50; and

WHEREAS, the cost of acquisition of the property will be paid by the Charter School Network; and

WHEREAS, upon acquisition by the City the property would be conveyed to the CRA and ultimately to the Charter School Network pursuant to a redevelopment agreement to be entered into between the CRA and the Charter School Network to be authorized by a separate action of the CRA; and

WHEREAS, the city is intending to consider the approval of the proposed Shared Services Agreement at an upcoming meeting and this resolution shall be null and void if the City does not adopt a resolution authorizing the Shared Services Agreement.

NOW THEREFORE BE IT RESOLVED by the governing body of the City of Camden that the Interim Executive Director, a duly authorized representative of the Agency, is hereby authorized and directed to enter into a Shared Services Agreement with the City of Camden having a term of two years for the purpose of acquiring on behalf of the City Block 955, Lots 6, 9, 10, and 16 of the City of Camden Tax Map; and

BE IT FURTHER RESOLVED that the Shared Services Agreement shall include a provision expressly authorizing the CRA to use the City's statutory authority of eminent domain in accordance with N.J.S.A. 40A: 12-3 and N.J.S.A. 20: 3-1 to -50 in order to acquire the properties for a public purpose if good faith negotiations are unsuccessful; and

BE IT FURTHER RESOLVED that the CRA is hereby authorized to accept conveyance from the City of properties designated as Block 955 Lots 6, 9, 10, and 16 of the City of Camden Tax Map for re-conveyance to the Charter School Network pursuant to a redevelopment agreement to be entered into between the CRA and the Charter School Network to be authorized by a separate action of the CRA; and

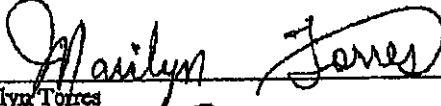
BE IT FURTHER RESOLVED that the Interim Executive Director, or her designee, is hereby authorized and directed to take all actions and execute all documents necessary to carry out the purposes of this resolution.

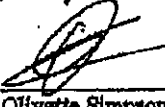
12-11-19A (cont'd)

ON MOTION OF: *Ian K. Leonard*

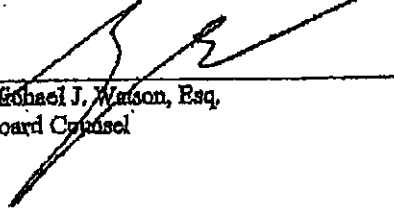
SECONDED BY: *Vance Bowman*

COMMISSIONER	AYES	NAYS	ABSTENTIONS
Vance C. Bowman	✓		
Shella Davis	✓		
Ian K. Leonard	✓		
Jose Javier Ramos	✓		
Maria Sharma	✓		
Marilyn Torres	✓		


Marilyn Torres
Chairperson

ATTEST: 
Olivette Simpson
Interim Executive Director

The above has been reviewed and approved as to form.


Michael J. Watson, Esq.
Board Counsel

RESOLUTION #3

Resolution Authorizing the City to Accept the New Fleet
Garage Building from Camden Community Partners

RESOLUTION

**NOT available at time of print on
Friday, September 03, 2021.**

MBS:dh
09-14-21

2-11

**RESOLUTION RE-APPOINTING KEITH WALKER
AS A CLASS II MEMBER OF
THE CITY OF CAMDEN PLANNING BOARD**

WHEREAS, N.J.S.A. 40:55D-23 authorizes the Mayor of the City of Camden to appoint a Class IV member to the City of Camden Planning Board; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that it hereby consents to the re-appointment of Keith Walker as a Class II member to the City of Camden Planning Board, for a one (1) year term commencing September 14, 2021 until September 13, 2022.

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

Date of Introduction: September 14, 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: September 14, 2021

TO: City Council

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

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Resolution re-appointing Keith L. Walker to the Planning Board as a Class II Member.

BRIEF DESCRIPTION OF ACTION: This action would reappoint Keith L. Walker to serve as a Class II Member on the Planning Board for a one (1) year term.

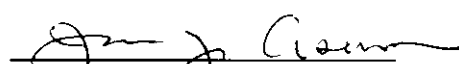
BIDDING PROCESS:

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:	_____	(If applicable)
☐ CAF - Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	8.9.21	
Received by City Attorney:	8/17/21	

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	Diana Gonzalez	7150
Contact Person:	Jason J. Asuncion, Esq., Business Administrator	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******

MBS:dh
09-14-21

R-5

**RESOLUTION RE-APPOINTING RAUL BARTRA TO THE
MUNICIPAL BOARD OF ALCOHOLIC BEVERAGE CONTROL**

WHEREAS, pursuant to N.J.S.A. 40:69A-43(e) members of the Municipal Board of Alcoholic Beverage Control are appointed by the Mayor with the advice and consent of City Council; and

WHEREAS, pursuant to N.J.S.A. 40:69A-43(e) said members are appointed for a term of three years; and

WHEREAS, the Mayor has re-appointed Raul Bartra, to a three year term, having reviewed the qualifications of said nominee, is satisfied as to his fitness for appointment; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that it hereby consents to the re-appointment of Raul Bartra to a three-year term as a member of the Municipal Board of Alcoholic Beverage Control.

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

Date of Introduction: September 14, 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: September 14, 2021

TO: City Council

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

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Resolution re-appointing Raul Bartra to the Municipal Board of Alcoholic Beverage Control.

BRIEF DESCRIPTION OF ACTION: This action would reappoint Raul Bartra to serve as a Member on the Municipal Board of Alcoholic Beverage Control for a three (3) year term.

BIDDING PROCESS:

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

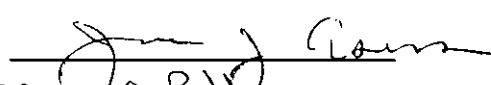
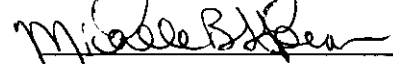
APPROPRIATION ACCOUNT(S): *(If applicable)*

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:	_____	_____
☐ CAF -Certifications of Availability of Funds		(If applicable)
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	8.9.21	
Received by City Attorney:	8/17/21	

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	Diana Gonzalez	7150
Contact Person:	Jason J. Asuncion, Esq., Business Administrator	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******

MBS:dh
09-14-21

A-6

**RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF CAMDEN AND CAMDEN COMMUNITY PARTNERSHIP INC. FOR
NORTH 7TH STREET PROJECT (LINDEN STREET TO ELM STREET)
BIKEWAY IMPLEMENTATION PROJECT**

WHEREAS, the Department of Development and Planning/Housing Services is participating in an agreement between the City of Camden and Camden Community Partnership Inc. f/k/a Cooper's Ferry Partnership, Inc.; and

WHEREAS, the City of Camden was awarded funding through the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2015 Local Aid Bikeway Program in the amount of \$180,000 for the 7th Street Bikeway Improvement Project in the City of Camden ("Project"); and

WHEREAS, the City of Camden entered into a Subrecipient Agreement with Coopers Ferry Partnership, Inc., n/k/a Camden Community Partners dated February 23, 2016 which was authorized by City Council Resolution MC-16:4886 on February 9, 2016 in connection with the 7th Street Bikeway Implementation Project, which has since expired; and

WHEREAS, the Project has not yet been completed and the NJDOT funding is still available for this Project; and

WHEREAS, in July 2021 Coopers Ferry Partnership, Inc. changed its name to Camden Community Partnership, Inc.; and

WHEREAS, the City desires to enter into a new Subrecipient Agreement with Camden Community Partnership, Inc. respecting the Project on the same terms and conditions as the previous Subrecipient Agreement; and

WHEREAS, the Subrecipient Agreement will serve to specify individual and collective responsibility over design and use of project funds; and

WHEREAS, the City of Camden desires to enter into a subrecipient agreement between the City of Camden and Camden Community Partnership Inc. for an amount not to exceed ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00) for the provision of said services for a term 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 reserve for state and federal grant budget of the City of Camden under line item G-16-707-999 and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper City Officers be and are hereby authorized to enter into a subrecipient agreement between the City of Camden and Camden Community Partnership Inc., for an amount not to exceed ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00).

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

Date of Introduction: September 14, 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 CITY TREASURER THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

THE COOPER'S FERRY PARTNERSHIP

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-16-707-999

AMOUNT: \$180,000.00

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

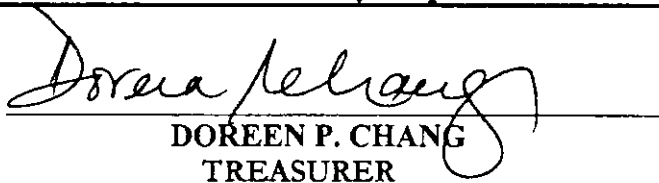
DETERMINATION OF VALUE CERTIFICATION

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

\$180,000.00

Description of the Goods or Services to be procured:

Shared services agreement between the City of Camden and Cooper's Ferry Partnership in connection with the 7TH Street Bikeway Implementation Project.


DOREEN P. CHANG
TREASURER

DATE: January 14, 2016

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: September 14, 2021

TO: City Council

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

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING SUBRECIPIENT AGREEMENT WITH CAMDEN COMMUNITY PARTNERSHIP INC. FOR NORTH 7TH STREET PROJECT (LINDEN STREET TO ELM STREET), BIKEWAY IMPLEMENTATION PROJECT

BRIEF DESCRIPTION OF ACTION: On February 23, 2016, the City of Camden entered into a Subrecipient Agreement with Cooper's Ferry Partnership [recently changed its name to Camden Community Partnership, Inc. ("CCP")] for the North 7th Street Bikeway Implementation Project in Camden. The City and CCP desire to renew said Agreement, substantially on the terms and conditions set forth in the prior Agreement, and to reflect CCP as a party.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): (If applicable) ~~Not applicable~~ G-14-707-999

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:	<u>8/24/21</u>	<u>[Signature]</u>
Approved by Grants Management:	<u>8/24/21</u>	<u>[Signature]</u> (If applicable)
Approved by Finance Director:		
☒ CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:		
Approved by Business Administrator:	<u>8-11-21</u>	<u>[Signature]</u>
Received by City Attorney:	<u>8-25-21</u>	<u>Michelle Banks Spearman</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******

CAM 2021-204

ATTACHMENT D

9.14.21

R-6

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

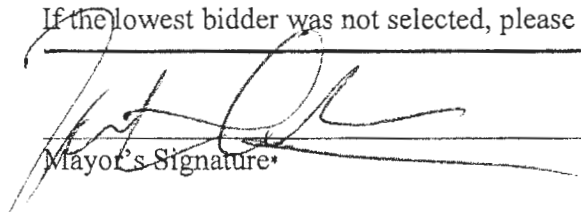
This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	City of Camden

Professional Service or EUS Type	Subrecipient Agreement
Name of Vendor	Camden Community Partnership Inc.
Purpose or Need for service:	Resolution authorizing Subrecipient Agreement with Camden Community Partnership Inc. For North 7 th Street Project (Linden Street to Elm Street) Bikeway Implementation Project.
Contract Award Amount	\$180,000
Term of Contract	1 Year
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Bikeway Grant
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	Being performed by Camden Community Partnership on behalf of the City.
Were other proposals received? If so, please attach the names and amounts for each proposal received?	N/A – For this Resolution. An additional Resolution will award needed contract

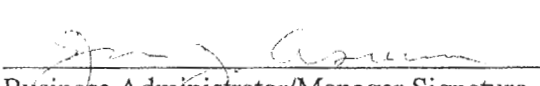
Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

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


Mayor's Signature

Date

8-27-21


Business Administrator/Manager Signature

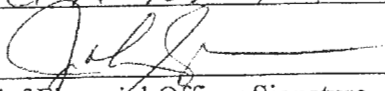
Date

8-25-21

*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.

Ca-16-907-999 Funding Source for this action


Chief Financial Officer Signature

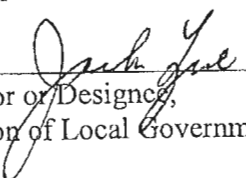
I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

Non-profit AK Date 8/17/2021
Certifying Officer

For LGS use only:

☒ Approved

☐ Denied

 Date 9/2/21
Director or Designee,
Division of Local Government Services

Number Assigned CAM 2001-204

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

Department: Development & Planning - Capital Improvements

Grant Administrator: Tytanya Ray

Grant Administrator #: 757-7628

Project Name:		7 TH Street Bikeway Improvements also known as 7 th Street Gateway Streetscape Enhancement Project			
Grant/Funding Agency Program:		New Jersey Department of Transportation 2015			
Grant Federal CFDA or State GIMS Number:					
City Contract Date:		pending	City Contract #:		
Application Resolution #:			Appropriation Code :		
Funding Source:		NJDOT 2015 Transportation Trust Authority Bikeways Funding			
Pass Through: <i>circle one</i>	Y or <u>(N)</u>	Source:			
Amount of Grant:		\$180,000.00			
Local Match: <i>circle one</i>	Y or <u>(N)</u>	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:			
Date of Analysis:	8.24.2021	Reviewed By:	Kelly Mobley		

Summary:

24-Aug-21: The Department of Planning and Development - Division of Capital Improvements is seeking council authorization to enter into a subrecipient agreement between the Camden Community Partnership, Inc. (formerly Cooper's Ferry Partnership) and the City of Camden for professional services in connection with the improvement project. The funding will allow for design and construction of bike lanes along 7th Street between Linden and Elm Streets. The former agreement #02-16-122 expired and a new agreement will be required.

13-Jan-16: The Department of Development and Planning - Division of Capital Improvements is seeking council authorization to enter into a subrecipient agreement between Cooper's Ferry and the City of Camden for professional services in connection with the improvement project. The funding will allow for design and construction of bike lanes along 7th Street between Linden and Elm Streets.

According to the attachments, the vendor (Cooper's Ferry) is seeking a three year term to cover the project through construction and project close out.

Processing contract resolution with purchase requisition #16-01479

Initial Report _____ Revised Report ✓ Closing Report _____
Bureau of Grants Management Grant Summary Form
Grant Status Code: 6
(green - g; yellow - y; red - r)

Accept and Insert resolutions were processed by Barbara Johnson 6/11/15.

Project Limits:

along 7th Street between Linden and Elm Streets

Problematic Areas/Recommendations: pending

7th Street Bikeway Improvements - Gateway Streetscape



State of New Jersey

DEPARTMENT OF TRANSPORTATION

Region South Headquarters

One Executive Campus

Route 70

Cherry Hill, New Jersey 08002

CHRIS CHRISTIE
Governor

JAMIE FOX
Commissioner

KIM GUADAGNO
Lt. Governor

July 10, 2015

Honorable Dana L. Redd
Mayor, Camden City
PO Box 95120
520 Market Street, City Hall, 4th Floor
Camden, NJ 08101-5120

Re: 7th Street Bikeway Implementation Project
Camden City, Camden County
FY 2015 Bikeway Program

Dear Mayor Redd:

Enclosed is one copy of the executed Agreement approved by the Department of Transportation for the above referenced project in the amount of \$180,000.00.

This project will be funded from the New Jersey Transportation Trust Fund Authority Act. State participation in the cost of the project is limited to 100 percent of the cost of the completed construction work including construction supervision, inspection and material testing, or the amount of the allotment, whichever is less.

16:20B-6.2 Contract deadline

(a) Municipal local aid agreements using both formula allocations and urban aid allocations shall specify that a contract must be awarded by the municipality within 24 months from the date of grant notification. At any time, but at a minimum of 30 days prior to the 24-month deadline, a municipality may voluntarily cancel a municipal local aid agreement and release the funds back to the Department.

Failure to make an award by the contract deadline or to comply with the requirements of the Municipal Aid Regulations 16:20B and the Terms and Conditions of Grant Agreement for State Aid to Counties and Municipalities will jeopardize the use of State funds on this project. It is further noted that the project must be in compliance with the Americans with Disabilities Act, ADA, requirements for accessibility. The Municipal Aid Regulations and terms and conditions can be found on the Local Aid Website at:

www.state.nj.us/transportation/business/localaid/pubs.shtm

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7th Street Bikeway Implementation Project
Camden City, Camden County
FY 2015 Bikeway Program
Page 2

Through the approval of this agreement and all future agreements, the sponsor is required to provide phased submission updates that are to be tracked through the on-line SAGE System in accordance with the State Aid Checklist (see attached) for this project. Please note, that the Sponsor is responsible for continued updates with respect to the construction administration/ management phase of the project in the SAGE System. The preparation of contract documents shall use the 2007 Standard Specifications as amended by the 2011 Special Provisions for Local Aid Projects. All requirements of this program can be found in the State Aid Handbook, available at the above website.

If you have any questions regarding the above, please contact Lauren Coe of this office at 856-486-6803.

Sincerely,



Vincent Masciandaro
Supervising Engineer
Bureau of Local Aid – District 4

c: Municipal Clerk
Municipal Engineer

Attachment
Ref #1576

FOR THE DEPARTMENT OF TRANSPORTATION

Subject Project: **7th Street Bikeway Implementation Project**

Name of Sponsor: **Camden County**

Address:

Vendor ID Number: **216000418**

Fiscal Year/Funds: **2015/Bikeway Program**

Job Number: **2205900**

Account: **2015-480-078-6300-GS8-7310**

State Funds: **\$180,000.00**

FAO Number: **9933163**

Certification of Funds

6/15/15
Date

By

Anna Ross

Director, Division of Accounting and Auditing

ACTING

APPROVED:

Michael Russo

Director, Division of Local Aid and Economic Development

6/12/15
Date

ATTEST and SEAL

It is hereby certified that the foregoing allocation of funds and this Agreement were approved by the Commissioner of Transportation or Designee on 6/18/15.

ACTING

Jaqueline Trausi

Secretary, Department of Transportation

Approval as to Form by Certification Process.

08/24/21 10:58 HPTQ FMIS #0M3 PA17 FMM0539
JOB INQUIRY : PRE-ENCUMB/ENCUMB DETAIL

Encumbrance Key 62009933163 Encumbrance Type : O OBLIGATION/PURCHASE

NJCFS INFORMATION
Status : A ACTIVE
Vendor ID : V21600041899
Name : CAMDEN CITY
Amount : 180,000.00
Closed : .00
Expended : .00
Outstanding : 180,000.00

Description : 7TH STREET B

NJDOT INFORMATION
Job Type : CON CONSTRUCTION
Job Number : 2205900
Agreement ID :
Contract ID :
FIS Encumb ID :

1-MENU

15-RETURN

17-NEXT 18-FIRST
FAST PATH ==>

Run Date: 03/26/2020
Run Time: 08:04:16

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT MODIFICATION

Report: FMISD06A
Page 4 of 4

RECIPIENT: 34-New Jersey FEDERAL PROJECT NO: C00S591 NO: 5
RECIPIENT PROJ. NO(S): 90 Day Close out Extension
PROJECT TITLE: 7th Street Gateway Streetscape Enhancement, Camden, DVRPC, M.P - 0.23 to 0.35 - Local Aid - Preliminary Engineering
PROJECT DESCRIPTION: 7th Street Gateway Streetscape Enhancement, Camden, DVRPC, M.P - 0.23 to 0.35 - Local Aid - Preliminary Engineering
PROJECT END DATE: 02/28/2020

CLASSIFICATION OF PHASE OF WORK: PENG

THE PROJECT AGREEMENT FOR THE ABOVE REFERENCED PROJECT ENTERED INTO BETWEEN THE UNDERSIGNED PARTIES AND EXECUTED BY THE DIVISION ADMINISTRATOR ON 02/17/2015 IS HEREBY MODIFIED AS FOLLOWS:

PROGRAM CODE	FAIN	URBAN / WITH	FORMER AMOUNT	REVISED AMOUNT
L220	34C00S591L220			
		ESTIMATED TOTAL OF THE PROJECT	\$254,887.00	\$254,887.00
		FEDERAL FUNDS	\$254,887.00	\$254,887.00
		ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
		PERCENT FEDERAL SHARE	80%	80%

RECIPIENT REMARKS:

Approval letter from Valeriya Remezova to Michael Russo dated 3/23/20 to extend 90 day close out period until 12/31/20
PM: Nenobert Gonzales, Devon Patel, Tom Berryman, Laine Rankin, Ann Fletcher

DIVISION REMARKS:

90 day closeout period extended to 12/31/2020 via approval letter from Valeriya Remezova to Michael Russo dated 3/23/20.

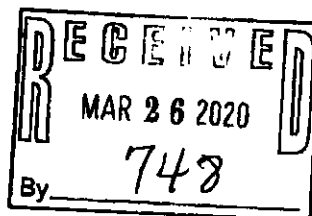
ALL OTHER TERMS AND CONDITIONS OF THE PROJECT AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

TRANSPORTATION, NEW JERSEY DEPT OF

AVAILABLE FUNDS CERTIFIED BY:	Jolanta Figon	DATE:	03/23/2020
APPROVAL RECOMMENDED BY:	Jolanta Figon	DATE:	03/23/2020
APPROVED AND AUTHORIZED BY:	Jolanta Figon	DATE:	03/23/2020

FEDERAL HIGHWAY ADMINISTRATION

APPROVAL RECOMMENDED BY:	Jennifer Poinsett	DATE:	03/25/2020
APPROVED AND AUTHORIZED BY:	Jennifer Poinsett	DATE:	03/25/2020
MODIFICATION APPROVED BY:	Steven Hanson	DATE:	03/25/2020



RESOLUTION MC-16: 4886

On Motion Of: Dana. M. Burley

APPROVED: February 9th, 2016

R-24

MAR:es
02-09-16

**RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF CAMDEN AND COOPER'S FERRY PARTNERSHIP (CFP)
IN CONNECTION WITH THE 7TH STREET BIKEWAY IMPLEMENTATION PROJECT**

WHEREAS, The Department of Development and Planning/Housing Services is participating in an agreement between the City of Camden and Cooper's Ferry Development; and

WHEREAS, Cooper's Ferry Partnership, with the support of the City, has secured NJDOT FY 2015 Bikeway Program funding for 7th Street Bikeway Implementation project costs; and

WHEREAS, the subrecipient agreement will serve to specify individual and collective responsibility over design and use of project funds; and

WHEREAS, the City of Camden desires to enter into a subrecipient agreement between the City of Camden and Cooper's Ferry Development for an amount not to exceed ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00) for the provision of said services; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the reserve for state and federal grant budget of the City of Camden under line item "G-16-707-999" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper City Officers be and are hereby authorized to enter into a subrecipient agreement between the City of Camden and Cooper's Ferry Development., for an amount not to exceed ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00).

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

Date of Introduction: February 9, 2016

The above has been reviewed
and approved as to form.



MARC A. RIONDINO
City Attorney



FRANCISCO MORAN

Range of Accounts: G-16- -707-999 to G-16- -707-999 Include Cap Accounts: Yes As Of: 08/24/21
Current Period: 07/01/15 to 08/24/21 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

Note: Requisitions charged to Existing Blanket PO's are not included in Requested YTD.

* Transaction is included in Previous and/or Begin Balance

En = PO Line Item First Encumbrance Date

BC = Blanket Control

BS = Blanket Sub

Account No	Description	Adopted Expended YTD Expended Curr	Amended Encumber YTD Requested YTD	Transfers Reimbrsd YTD Reimbrsd Curr	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
G-16- -707-999	NJDOT 2015 7TH ST BIKEWAYS IMPROVEMENTS	180,000.00	0.00	0.00	180,000.00	0.00 100			
	Begin Balance: 07/01/15	0.00	180,000.00	0.00	0.00	180,000.00		180,000.00	
01/07/16 RQ 16-01479	1 SUBRECIPIENT AGREEMENT PO: 16-02074	0.00	180,000.00	0.00	0.00		180,000.00-**	180,000.00	TCR
01/19/16 PO 16-02074	1 Open SUBRECIPIENT AGREEMENT CO030	0.00	0.00	0.00	180,000.00		180,000.00-	0.00	DPC
Department: 707	Total	180,000.00	0.00	0.00	180,000.00	0.00 100			
		0.00	180,000.00	0.00	0.00	180,000.00			
		0.00	0.00	0.00	180,000.00				
CAFR:	Total	180,000.00	0.00	0.00	180,000.00	0.00 100			
		0.00	180,000.00	0.00	0.00	180,000.00			
		0.00	0.00	0.00	180,000.00				

ACCOUNT NO	DESCRIPTION	ADOPTED EXPENDED YTD	AMENDED ENCUMBER YTD REQUESTED YTD	TRANSFERS REIMBRSD YTD REIMBRSD CURR VENDOR/REFERENCE	MODIFIED CANCELED PD/CHRGD YTD	BALANCE YTD USED UNEXPENDED	TRANS AMOUNT	TRANS BALANCE	USER
FUND: 16	Trust Budgeted Total	180,000.00	0.00	0.00	0.00	0.00	100		
		0.00	180,000.00	0.00	0.00	180,000.00			
		0.00	0.00	0.00	0.00				
FUND: 16	Trust 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	0.00				
FUND: 16	Trust Total	180,000.00	0.00	0.00	0.00	0.00	100		
		0.00	180,000.00	0.00	0.00	180,000.00			
		0.00	0.00	0.00	0.00				
FINAL BUDGETED		180,000.00	0.00	0.00	0.00	0.00	100		
		0.00	180,000.00	0.00	0.00	180,000.00			
		0.00	0.00	0.00	0.00				
FINAL NON-BUDGETED		0.00	0.00	0.00	0.00	0.00	0		
		0.00	0.00	0.00	0.00	0.00			
		0.00	0.00	0.00	0.00				
FINAL TOTAL		180,000.00	0.00	0.00	0.00	0.00	100		
		0.00	180,000.00	0.00	0.00	180,000.00			
		0.00	0.00	0.00	0.00				

FOR THE DEPARTMENT OF TRANSPORTATIONSubject Project: 7th Street Bikeway Implementation ProjectName of Sponsor: Camden County

Address:

Vendor ID Number: 216000418Fiscal Year/Funds: 2015/Bikeway ProgramJob Number: 2205900Account: 2015-480-078-6300-GS8-7310State Funds: \$180,000.00FAO Number: 9933163

Certification of Funds

6/15/15
Date

By

Director, Division of Accounting and Auditing

ACTING

APPROVED:

Michael Russo

Director, Division of Local Aid and Economic Development

6/12/15
Date

ATTEST and SEAL

It is hereby certified that the foregoing allocation of funds and this Agreement were approved by the Commissioner of Transportation or Designee on 6/18/15.

ACTING

Secretary, Department of Transportation

Approval as to Form by Certification Process.

Interoffice Memorandum

Date:

To: Vic Carstarphen, Mayor

From: Jason J. Asuncion, Esq.

Type of Agreement/Document:

Agreement/Document Number:

Vendor/Contractor:

Contact (Email & Phone): jaasunci@ci.camden.nj.us / (609) 330-2482

Contract Amount:

Source of Funding:

I attest to the following (where applicable):

The scope of services and/or intent of the project are in the best interest of the City of Camden (Initial) _____

In alignment with redevelopment goals and consistent with the vision set forth set forth by the City of Camden's Master plan and various redevelopment plans (Initial) _____

In compliance with the existing financial obligations, statutory requirements and conditions outlined in the current MOU between the City of Camden and the Division of Local Government Services (DLGS) Transitional Aid to Localities (Initial) _____

The applicable local boards, authorities and City Council have granted the necessary approval (Initial) _____

Camden City Council	Yes _____	No _____	NA _____
Camden Redevelopment Agency	Yes _____	No _____	NA _____
Housing Authority of the City of Camden	Yes _____	No _____	NA _____
Parking Authority of the City of Camden	Yes _____	No _____	NA _____
Planning Board	Yes _____	No _____	NA _____
Zoning Board	Yes _____	No _____	NA _____
Affirmative Action Review	Yes _____	No _____	NA _____
Historic Preservation Commission	Yes _____	No _____	NA _____
ABC Board	Yes _____	No _____	NA _____
African American Advisory Board	Yes _____	No _____	NA _____
Arts, Culture & Heritage Commission	Yes _____	No _____	NA _____
Shade Tree Commission	Yes _____	No _____	NA _____
Veterans Advisory Commission	Yes _____	No _____	NA _____

I have reviewed the attached document on behalf of the City of Camden (Office) _____ and on behalf of the Office of the Mayor and therefore recommend Mayor Vic Carstarphen sign and execute as appropriate.

(Print) Jason J. Asuncion, Esq. (Sign) _____

(Title) Business Administrator _____

(Office/Agency) Administration _____

INTEROFFICE MEMORANDUM

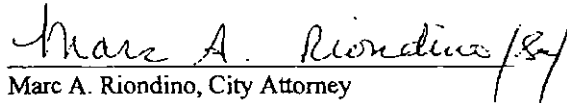
TO: Dana L. Redd, Mayor
FROM: Marc A. Riondino, City Attorney
RE: AGREEMENT FOR SIGNATURE

DATE: July 26, 2016

Attached please find the below listed Contract Amendment. Please sign and forward to the Office of Municipal Clerk for his signature and seal.

Type of Document: SRA—7th Street Bikeway Project #02-16-122

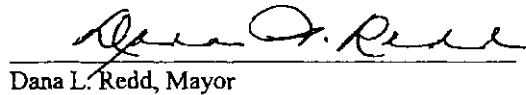
Vendor/Contractor: Cooper's Ferry Partnership


Marc A. Riondino, City Attorney

TO: Luis Pastoriza, Municipal Clerk
FROM: Dana L. Redd, Mayor
RE: Agreement SIGNATURE

DATE: 8/1/16

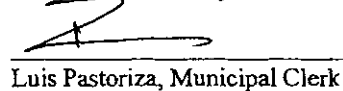
Attached please find the above listed Amendment Contract for your signature and seal. Upon execution of the documents, please retain an original Amendment Contract and forward the remaining copies to the Office of the City Attorney, using this memorandum as transmittal.


Dana L. Redd, Mayor

TO: Marc A. Riondino, City Attorney
FROM: Luis Pastoriza, Municipal Clerk
RE: Agreement
FOR SIGNATURE AND YOUR FILES

DATE: _____

Attached please find the remaining copies of the above listed Amendment Contract, fully executed. I have retained an original Contract for my files and returned three for your files.


Luis Pastoriza, Municipal Clerk

RECEIVED
2016 AUG - 1 A 8:57
MUNICIPAL CLERK OFFICE
CITY OF SAN ANTONIO

TO: Debbie Beasley, Purchasing Agent
FROM: Marc A. Riondino, City Attorney
RE: Agreement

DATE: _____

Enclosed please find fully executed copy of the above listed Amendment Contract for your files. The original Amendment Contract has been filed with this office. Please mark your files accordingly.

Marc A. Riondino, City Attorney

CODE #02-16-122

**SUBRECIPIENT AGREEMENT BY AND
BETWEEN THE CITY OF CAMDEN AND
COOPER'S FERRY PARTNERSHIP**

This AGREEMENT made this 23rd day of February, 2016, by and between the **CITY OF CAMDEN** with offices located at 520 Market Street, Camden, NJ 08101 (hereinafter referred to as the "**CITY**") a body politic of the State of New Jersey, and **COOPER'S FERRY PARTNERSHIP** with offices located at One Port Center, 2 Riverside Drive, Suite 501, Camden, NJ 08103 (hereinafter, "**CFP**");

WITNESSETH

WHEREAS, the CITY and CFP each engage in infrastructure improvement activities;
and

WHEREAS, the City of Camden has been awarded funding through the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2015 Local Aid Bikeway Program in the amount of \$180,000.00 for the 7th Street Bikeway Implementation Project in the City of Camden ("Project"); and

WHEREAS, the CITY supports these objectives of infrastructure improvement activities within the City of Camden; and

WHEREAS, CFP has submitted a proposal in connection with the 7th Street Bikeway Implementation Project in the City of Camden ("Project"); and

WHEREAS, by resolution number R-24 dated February 9, 2016, the CITY agreed to enter into a sub-recipient agreement with CFP, to specify individual and collective responsibility over design and use of project funds; now therefore

FOR AND IN CONSIDERATION an amount not to exceed One Hundred Eighty Thousand Dollars (\$180,000.00), it is agreed as follows:

1. Scope of Work:

1.1 Consistent with the sub-recipient agreement between the City of Camden and CFP, the project shall consist of the following activities below and as more delineated in the RFP attached hereto and made a part hereof:

a. Manage the design and construction of improvements to the roadway and streetscape along 7th Street between Linden Street and Elm Street which shall include but not be limited to the following:

- i. street resurfacing;
- ii. new sidewalks;
- iii. bike lanes;

- iv. a widened median;
- v. crosswalks;
- vi. lighting;
- vii. pedestrian safety measures;
- viii. curbing;
- ix. and other related pedestrian amenity upgrades and replacements of utilities within the area, potentially including the separation of storm and sanitary sewers and upgrade of inlets.

b. CFP shall further complete the tasks under this agreement as outlined in the attached Proposal.

2. Notice to Proceed:

2.1 By virtue of this Agreement, CFP may not perform the Scope of Services until the fully executed agreement is complete and the authorized representative of the CITY provides CFP with a written Notice to Proceed.

3. Compensation:

3.1 The CITY agrees to provide funding to the CFP in an amount not to exceed One Hundred Eighty Thousand Dollars (\$180,000.00) for the services set forth herein and in the attachment, contingent upon the CITY's receipt of funding from NJDOT.

4. Requests for Funding:

4.1 CFP shall submit a written "Request for Funding" to the CITY no more than once every thirty (30) days for payment for expenses generated by the project. The "Request for Funding" shall be consistent with the project scope and budget. The Request for Funding shall be supported by an Application and Certificate for Payment and/or other documentation acceptable in form to the CITY. Copies of invoices approved by the CFP will be forwarded to the CITY in support of each request for reimbursement for a particular project activity. The CITY shall use its best efforts to pay all properly documented invoices from CFP within thirty (30) days after receiving the request for payment. The CITY may, in its discretion, withhold payment and request additional documentation demonstrating the completion of the services by the contractor or vendor.

5. Payment by the CITY:

5.1 The CITY shall submit a payment to CFP after receipt by the CITY of a written "Request for Funding" which shall be deducted from the One Hundred Eighty Thousand Dollars (\$180,000.00) grant. All funding is contingent upon the receipt of funding by the CITY from the Department of Transportation. All funding is contingent upon compliance by CFP with the terms specified in the attached Proposal. All "Request for Funding" and supporting documentation shall be sent by CFP to:

Uzo Ahiawarke, City Engineer
City of Camden Department of Development & Planning
City Hall, Room 325
520 Market Street
Camden, New Jersey 08102

6. Time of Performance:

6.1 Time is of the essence for the performance of services under this Agreement. In the event that the monies set forth herein are not used by CFP within one (1) year from the date of execution of this Agreement, the parties shall meet to discuss the status of the funding and the project.

7. Submission of Progress Reports:

7.1 CFP shall submit to the CITY every thirty (30) days following the execution of this Agreement a "Progress Report" detailing the status of the project activities. CFP shall also deliver to the CITY such other information related to the project as the CITY may reasonably require from time to time. Additionally, CFP must hold a monthly project meeting with the CITY and all project stakeholders.

8. Save and Hold Harmless:

8.1 CFP agrees to defend, indemnify, protect and hold harmless the CITY and State of New Jersey, its officers, commissioners, members, agents, servants and employees from and against any and all suits, claims, demands or damages, of whatsoever kind or nature arising from, out of, or in connection with the performance of this Agreement, including but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise.

8.2 CFP shall require all contractors, subcontractors, consultants, and subconsultants performing the work set forth under this Agreement to defend, indemnify, protect and hold harmless the CITY and State of New Jersey, its officers, commissioners, members, agents, servants and employees from and against any and all suits, claims, demands or damages, of whatsoever kind or nature arising from, out of, or in connection with the performance of the Work.

9. Insurance:

9.1 The minimum requirements of insurance to be carried by CFP for the duration of this Agreement shall be as follows:

a. General Liability Insurance

Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit, or the equivalent, as respect to Bodily and Personal Injury and Property Damage in any one occurrence.

Contractual Liability to include coverage of the liabilities assumed under Section B, entitled "Save and Hold Harmless," in an amount not less than One Million Dollars (\$1,000,000.00). Acceptance of coverage in this amount of the CITY and State of New Jersey does not release CFP of full responsibility for all liabilities set forth in the indemnification clause in Section 8, "Save and Hold Harmless."

b. Contractor/Consultant and Subcontractor/Subconsultant Insurance:

CFP shall be responsible for each contractor, consultant, subcontractor, and subconsultant performing services under this Agreement maintaining the following insurance: Commercial General Liability Insurance, Contractual Liability Insurance, Business Automobile Liability Insurance, and Professional Liability Insurance (for professional consultants or subconsultants) in a form and amounts acceptable to CITY and State of New Jersey.

All insurance policies shall be maintained in full force and effect until all projects funded under this Agreement are completed. Each policy shall contain the provision that thirty (30) days' prior written notice will be given to the CITY and State of New Jersey in the event of cancellation or material change in the policy.

CFP shall furnish the CITY and State of New Jersey with certificates of insurance indicating that the required coverage is in force. Insurance companies providing such coverage shall be authorized to do business in the State of New Jersey. Neither approval nor failure to disapprove insurance certificates furnished by CFP, shall release CFP of the full responsibility for liabilities set forth in the indemnification clause in Section 8, "Save and Hold Harmless."

10. Termination:

10.1 It is understood and agreed that the CITY hereby reserves unto itself the right to terminate or modify this Agreement at any time, for any reason whatsoever, upon giving not less than thirty (30) days prior written notice to CFP. CITY has the right to terminate this Agreement at any time, if the CITY does not receive funding from the Department of Energy as identified in Exhibit "A." In the event of the CITY's exercising such right of termination, the CITY shall be without further liability whatsoever to CFP under this Agreement. In the event that the CITY exercises its right to modify this Agreement, CFP shall have only such rights as may be stated in the Modified Agreement and shall retain no other rights. CFP agrees that it shall not be entitled to any damages of any nature whatsoever in the event of such termination or modifications.

11. Public Convenience & Safety:

11.1 The safety, protection, and convenience are of primary importance and shall be provided for by CFP in an adequate and satisfactory manner. CFP shall at all times exercise caution for the protection of persons and property.

12. Political Payments and/or Contributions:

12.1 CFP warrants to the CITY that neither CFP nor anyone authorized to act on CFP's behalf has made any payment or contribution to any political candidate, political committee, public official or any other person or entity, for the purpose of influencing the award of this

Agreement. CFP agrees that if the CITY decides, after such hearing as it deems necessary, that this warranty has been breached, CFP shall, within thirty (30) days of this decision, pay to the CITY liquidated damages equal to twenty-five percent (25%) of the face amount of this Agreement. The CITY's decision shall be final, unless CFP seeks a review thereof in a commercial arbitration proceeding conducted by the American Arbitration Association, instituted by CFP within fifteen (15) days of receipt of the decision. CFP further agrees that it shall be ineligible to receive any award of any contract or purchase order from the CITY for a period of one (1) year from the date of any final decision unfavorable to it.

13. Application of Laws and Regulations:

- a. This Agreement shall be deemed to be a contract under, and for all purposes shall be governed by and construed and interpreted in accordance with the laws of the State of the New Jersey. Except as specified in Section 12, "Political Payments and/ or Contributions." The Courts of the State of New Jersey shall have sole jurisdiction to resolve any disputes arising hereunder.
- b. CFP shall comply with all applicable laws of all local, state, and federal government agencies or bodies with jurisdiction over any of the activities set forth in this Agreement. CFP shall require its contractors, consultants, or subconsultants to comply with all applicable laws and to obtain all required permits or approvals from any governmental body.

14. Audit and Inspection of Records:

14.1 CFP shall permit the authorized representatives of the CITY to inspect and audit all data and records of CFP relating to CFP's performance under this Agreement.

15. Project Closeout:

15.1 CFP shall submit to the CITY all required documentation for project close-out within thirty (30) days of the project completion.

16. Contractor/Subcontractor Agreements:

a. Professional Services:

CFP and the City shall either jointly agree that CFP advertise in a newspaper of general circulation a request for proposal or jointly agree on a list of no less than three firms from whom to solicit proposals for professional services including engineering and construction management services. Thereafter, CFP and the City shall jointly review the proposals, and shall jointly agree on the firm(s) to be selected. CFP shall then submit this proposal for approval to its Board of Directors or by its Executive Committee, and a copy of the resolution approving the contract shall then be forwarded to the City before CFP issues a notice to proceed to the selected firm. In the event that CFP and the City are unable to jointly agree on the firm(s) to be selected then, and in that event, the City and CFP agree to move onto the next highest ranked firm on the collected score sheets. Furthermore, CFP agrees that it shall comply with any and all procurement procedures as required by NJDOT.

b. Contractors:

CFP shall oversee the preparation of bid specifications for the work to be performed, and shall submit a draft copy of the specifications to the City for approval. CFP and the City shall jointly review the bids and jointly determine the lowest responsible bidder. CFP shall then submit the bid from the lowest responsible bidder for approval to its Board of Directors or by its Executive Committee, and a copy of the resolution approving the contract shall then be forwarded to City Council for its concurrence of the award before CFP issues a notice to proceed to the successful firm. In the event that CFP and City are unable to jointly determine the lowest responsible bidder then, and in that event, the decision of the City in such regard shall be final and binding. Furthermore, CFP agrees that it shall comply with any and all procurement procedures as required by NJDOT.

17. Notice:

17.1 All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail, return receipt requested, addressed to the intended recipient as follows:

If to CFP: Joseph Myers
Kathy Cullen, Project Manager
Cooper's Ferry Partnership
One Port Center
2 Riverside Drive, Suite 501
Camden, NJ 08103
Phone (856) 757-9154
Fax (856-963-0177)

If to CITY: Dr. Edward Williams, Director
City of Camden Department of Development & Planning
City Hall, Room 224
520 Market Street
Camden, New Jersey 08101

With Copy to: Robert Corrales, Business Administrator
Administration
Fourth Floor, City Hall
P.O. Box 95120
Camden, New Jersey 08101

18. Miscellaneous:

- a. This Agreement may not be amended except upon written consent of both parties hereto.
- b. Except upon prior written approval of the CITY or, otherwise specified herein, CFP shall not furnish or disclose to any person or organization, (i) any report, studies, data, or other information provided by, or obtained from, the CITY in

connection with this Agreement; (ii) any report, studies, recommendations, data or information relating to, or made or developed in the course of the performance of this Agreement; or (iii) the result of the performance of this Agreement.

- d. This agreement represents the entire Agreement for the Scope of Work for the Project between CFP and CITY and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have caused this Agreement to be duly executed, effective as of the day and year first above written.

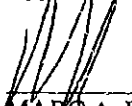
ATTEST:

CITY OF CAMDEN

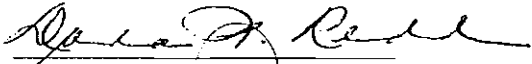


LUIS PASTORIZA
Municipal Clerk

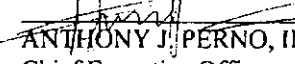
Approved as to Form:



MARC A. RIORDINO
City Attorney

By: 

DANA L. REDD
Mayor

By: 

ANTHONY J. PERNO, III, ESQ.
Chief Executive Officer
Cooper's Ferry Partnership

RESOLUTION MC-16: 4886
On Motion Of: Dana M. Burley
APPROVED: February 9th, 2016

R-24

MAR:es
02-09-16

**RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF CAMDEN AND COOPER'S FERRY PARTNERSHIP (CFP)
IN CONNECTION WITH THE 7TH STREET BIKEWAY IMPLEMENTATION PROJECT**

WHEREAS, The Department of Development and Planning/Housing Services is participating in an agreement between the City of Camden and Cooper's Ferry Development; and

WHEREAS, Cooper's Ferry Partnership, with the support of the City, has secured NJDOT FY 2015 Bikeway Program funding for 7th Street Bikeway Implementation project costs; and

WHEREAS, the subrecipient agreement will serve to specify individual and collective responsibility over design and use of project funds; and

WHEREAS, the City of Camden desires to enter into a subrecipient agreement between the City of Camden and Cooper's Ferry Development for an amount not to exceed ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00) for the provision of said services; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the reserve for state and federal grant budget of the City of Camden under line item "G-16-707-999" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper City Officers be and are hereby authorized to enter into a subrecipient agreement between the City of Camden and Cooper's Ferry Development, for an amount not to exceed ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00).

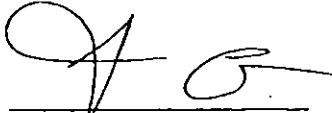
BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal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

Date of Introduction: February 9, 2016

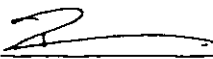
The above has been reviewed
and approved as to form.



MARC A. RIONDINO
City Attorney



FRANCISCO MORAN
President, City Council

ATTEST: 

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, AS CITY TREASURER THAT WITH RESPECT TO THE AWARD
OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

THE COOPER'S FERRY PARTNERSHIP

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-16-707-999

AMOUNT: \$180,000.00

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

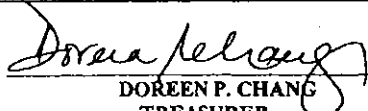
DETERMINATION OF VALUE CERTIFICATION

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

\$180,000.00

Description of the Goods or Services to be procured:

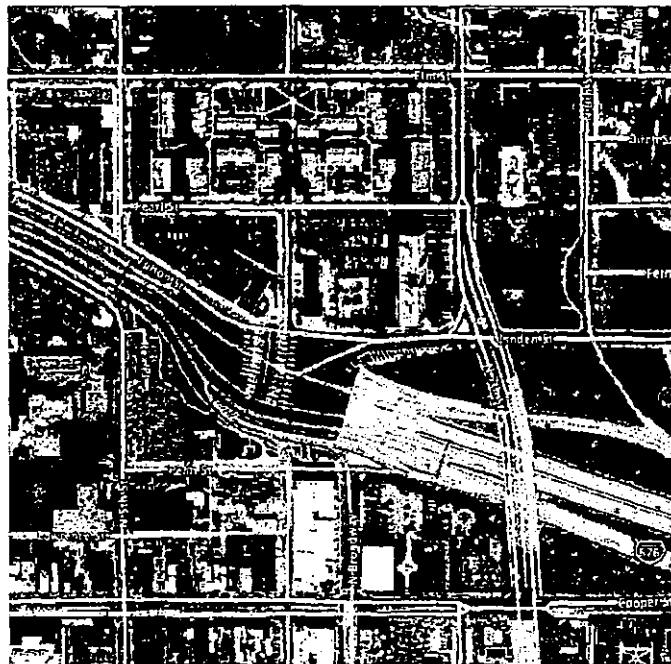
Shared services agreement between the City of Camden and Cooper's Ferry
Partnership in connection with the 7TH Street Bikeway Implementation Project.


DOREEN P. CHANG
TREASURER

DATE: January 14, 2016



**Cooper's Ferry Partnership
Proposal for
Project Management of the 7th Street Bikeways Implementation Project
July 21, 2017**



7th Street Gateway Streetscape Enhancement Project

Project Background

In May 2008, the North Camden Neighborhood Plan was completed after a seven-month community-driven planning initiative. The Plan offers a comprehensive roadmap to revitalization for the core neighborhood and addresses housing, economic development, infrastructure and circulation, parks and recreation, public safety and human capital. It was adopted by City Council in 2008.



One infrastructure project prioritized by the community in the plan is the 7th Street Gateway Streetscape Enhancement Project. 7th Street is the primary entrance into the North Camden neighborhood from downtown Camden. In addition, vehicles use 7th Street to access the Ben Franklin Bridge from downtown Camden and North Camden. It is heavily used by all modes of transportation, but due to failing infrastructure, traveling on 7th Street is difficult for bikers, walkers, wheelchair-users, and drivers. The intention of the project is to transform this busy yet deteriorating thoroughfare into a gateway that improves the public image of the neighborhood and at the same time calms traffic and increases public safety.

Project Scope

The project includes the design and construction of improvements to the roadway and streetscape along 7th Street between Linden Street and Elm Street with new amenities including but not limited to street resurfacing, new sidewalks, bike lanes, a widened median, crosswalks, lighting, pedestrian safety measures, curbing, and other related pedestrian amenity upgrades and replacements of utilities within the area, potentially including the separation of storm and sanitary sewers and upgrade of inlets.

Project Status

Cooper's Ferry Partnership secured funding for the preliminary engineering and final design of the 7th Street Gateway Streetscape Improvement from USDOT, administered by NJDOT Local Aid



Office 4. After a public bid process, TPD, Inc., a Camden firm, was selected as the design consultant. CFP formed a steering committee comprised of community members and stakeholders, and closely coordinated the preliminary design phase with the City. As final

design begins, CFP continues to seek additional funding for construction. In 2015, CFP wrote a successful NJDOT Bikeways grant application on behalf of the City and was awarded \$180,000 to construct bike lanes on this segment of 7th Street.

Project Schedule

The final design phase will begin in September 2016 and be completed in January 2017. CFP anticipates securing construction funding for the project by that time. After capital project review by the Camden City Planning Board and approval by NJDOT, the project should go out to bid by Spring 2017. Construction is estimated to take approximately six months.

Subrecipient Agreement Request

In order to manage the \$180,000 7th Street NJDOT Bikeways Implementation Grant as part of the overall 7th Street Gateway Streetscape Enhancement Project, CFP is requesting a subrecipient agreement from the City of Camden. With this funding, CFP will utilize a public bid process to select a firm to construct bike lanes on 7th Street, between Linden and Elm Streets. The \$180,000 Bikeways funding will be part of an overall construction budget that CFP is working to assemble.

CFP Tasks

Cooper's Ferry Partnership will complete the following tasks under the subrecipient agreement:

- Project coordination with TPD, Inc.
- Project management of bid phase and construction phase
- Coordination with the City of Camden, NJDOT, Project Partners and Stakeholders
- Construction contract preparation and review with consultant (TPD, Inc.)
- Secure appropriate approvals from CFP Board of Directors, City of Camden and NJDOT Local Aid Office
- Coordinate meetings
- Attend kick-off, progress and steering committee meetings
- Coordinate progress meetings and reports
- Track and process all invoices and payments
- Insure project compliance
- Maintain project records
- Coordinate final project closeout with NJDOT

CFP Fee

CFP is not requesting a fee from the City of Camden for this project.

**Cooper's Ferry Partnership**

One Port Center, 2 Riverside Drive, Suite 501

Camden, New Jersey 08103

856.757.9154 Phone/856.757.9478 Fax

To: Mr. Uzo Ahirakwe, City of Camden
From: Kathy Cullen, Cooper's Ferry Partnership
Date: November 9, 2015
Re: 7th Street Gateway Streetscape Enhancement Project - Subrecipient Agreement Request

The 7th Street Gateway Streetscape Enhancement Project was identified as a priority project in the community-driven 2008 North Camden Neighborhood Plan. 7th Street is the primary entrance into the North Camden neighborhood from downtown Camden. In addition, vehicles use 7th Street to access the Ben Franklin Bridge from downtown Camden and North Camden. It is heavily used by all modes of transportation, but due to failing infrastructure, traveling on 7th Street is unpleasant and dangerous for bikers, walkers, wheelchair users and drivers. This project will transform this busy yet deteriorating thoroughfare into a gateway that improves the public image of the neighborhood and at the same time calms traffic and increases public safety.

Cooper's Ferry Partnership (CFP) has secured funding from the Federal Highway Administration (FHWA) to complete the design and preliminary engineering of improvements to 7th Street from Linden Street to Elm Street. FHWA authorized this first phase of the project in the amount of \$98,824.00. Design of the project is underway.

On behalf of the City of Camden, CFP applied for and was awarded a grant of \$180,000 through the NJDOT FY2015 Bikeway Program. This grant will allow for the design and construction of bike lanes along 7th Street, between Linden and Elm Streets. The NJDOT Bikeways Award will require a subrecipient agreement between the City of Camden and Cooper's Ferry Partnership to enable CFP to manage the Bikeway grant award.

CFP also respectfully requests a three-year timeframe in the subrecipient agreement to cover the project through construction and project closeout. If you require any additional information, do not hesitate to contact me at 856.757.9154.

06/06/2015 18:45 8569631841

MAYORS OFFICE

PAGE 01



CITY OF CAMDEN
OFFICE OF THE MAYOR
DANA L. REDD
CITY HALL, ROOM 400
P.O. Box 95120
CAMDEN, NEW JERSEY 08101-5120
TEL: 856-757-7200 FAX: 856-963-1841

FACSIMILE TRANSMITTAL SHEET

To: Coopers Ferry Partnership From: Mayor Redd
Company: _____ Date: 6/9/15

Fax number: 856-757-9478 Total no. of pages, including cover: 2
Phone number: _____

Re: Letter from D.O.T

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Notes/Comments:

05/06/2015 18:45 8569631841

MAYORS OFFICE

PAGE 02



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

May 6, 2015

The Honorable Dana L. Redd
Mayor, Camden City
City Hall
P.O. Box 95120
Camden, New Jersey 08101-5120

JAMIE FOX
Commissioner

6/8
Again,
Please fax the
copy of the
to Cooper's Ferry
Partnership.
Thanks.
JLF

Dear Mayor Redd:

I am pleased to inform you that your community has been selected to receive funding from the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2015 Local Aid Bikeway Program. Your project, 7th Street Bikeway Implementation Project, will receive a grant in the amount of \$180,000.00.

NJDOT recognizes the role that transportation plays in advancing smart growth initiatives. The Department encourages and supports the building of bike paths and physically separated bike lanes throughout our State. The completion of Camden City's project will help us achieve this goal and pursue a transportation strategy that provides mobility while preserving the natural beauty of our state without increasing the tax burden on the residents of New Jersey.

Should you have any questions regarding your grant, please contact the Local Aid District Office in your area:

District 1 - 973-601-6700 (Mount Arlington)
District 2 - 973-877-1500 (Newark)

District 3 - 732-625-4290 (Trenton)
District 4 - 856-486-6618 (Cherry Hill)

Again, thank you for your support of NJDOT and best of luck with your project.

Sincerely,

Jamie Fox
Commissioner

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State of New Jersey

DEPARTMENT OF TRANSPORTATION

Region South Headquarters

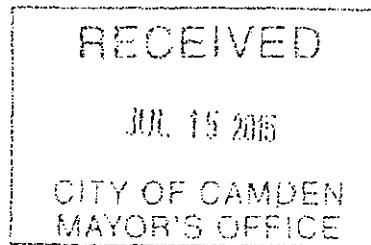
One Executive Campus

Route 70

Cherry Hill, New Jersey 08002

CHRIS CHRISTIE
GovernorJAMIE FOX
CommissionerKIM GUADAGNO
Lt. Governor

July 10, 2015

Honorable Dana L. Redd
Mayor, Camden City
PO Box 95120
520 Market Street, City Hall, 4th Floor
Camden, NJ 08101-5120Re: 7th Street Bikeway Implementation Project
Camden City, Camden County
FY 2015 Bikeway Program

Dear Mayor Redd:

Enclosed is one copy of the executed Agreement approved by the Department of Transportation for the above referenced project in the amount of \$180,000.00.

This project will be funded from the New Jersey Transportation Trust Fund Authority Act. State participation in the cost of the project is limited to 100 percent of the cost of the completed construction work including construction supervision, inspection and material testing, or the amount of the allotment, whichever is less.

16:20B-6.2 Contract deadline

(a) Municipal local aid agreements using both formula allocations and urban aid allocations shall specify that a contract must be awarded by the municipality within 24 months from the date of grant notification. At any time, but at a minimum of 30 days prior to the 24-month deadline, a municipality may voluntarily cancel a municipal local aid agreement and release the funds back to the Department.

Failure to make an award by the contract deadline or to comply with the requirements of the Municipal Aid Regulations 16:20B and the Terms and Conditions of Grant Agreement for State Aid to Counties and Municipalities will jeopardize the use of State funds on this project. It is further noted that the project must be in compliance with the Americans with Disabilities Act, ADA, requirements for accessibility. The Municipal Aid Regulations and terms and conditions can be found on the Local Aid Website at:

www.state.nj.us/transportation/business/localaid/pubs.shtm

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7th Street Bikeway Implementation Project
Camden City, Camden County
FY 2015 Bikeway Program
Page 2

Through the approval of this agreement and all future agreements, the sponsor is required to provide phased submission updates that are to be tracked through the on-line SAGE System in accordance with the State Aid Checklist (see attached) for this project. Please note, that the Sponsor is responsible for continued updates with respect to the construction administration/ management phase of the project in the SAGE System. The preparation of contract documents shall use the 2007 Standard Specifications as amended by the 2011 Special Provisions for Local Aid Projects. All requirements of this program can be found in the State Aid Handbook, available at the above website.

If you have any questions regarding the above, please contact Lauren Coe of this office at 856-486-6803.

Sincerely,



Vincent Masclandaro
Supervising Engineer
Bureau of Local Aid – District 4

c: Municipal Clerk
Municipal Engineer

Attachment
Ref #1576

MBS:dh
09-14-21

R-7

**RESOLUTION AUTHORIZING A CONTRACT UNDER NEW JERSEY
STATE CONTRACT #20-FLEET-01189 TO CHAS S WINNER FORD, 250
HADDONFIELD-BERLIN ROAD, CHERRY HILL, NJ TO PURCHASE THREE (3) 2022
POLICE INTERCEPTOR UTILITY AWD FORD EXPLORERS**

WHEREAS, under N.J.S.A. 40A: 11-12, a municipality may, without advertising for bids, purchase materials, supplies or equipment under a contract entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury, State of New Jersey; and

WHEREAS, it has been certified by the Purchasing Agent of the City of Camden that the City seeks to purchase three (3) 2022 Police Interceptor Utility AWD Ford Explorers under NJSC Contract #20-FLEET-01189 for usage by the Camden County Police Department; and

WHEREAS, the municipality seeks to purchase this equipment under said State contract from Chas S Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034 for an amount not to exceed ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED SIXTY DOLLARS (\$117,360.00); and

WHEREAS, there will be substantial savings by the municipality by purchasing under the State Contract and this procedure is in the best interest of the City of Camden; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the reserve for the state and federal budget of the City of Camden under line items "G-21-500-902", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the City of Camden is hereby authorized to award a contract to Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034, to purchase three (3) 2022 Police Interceptor Utility AWD Ford Explorers under NJSC Contract #20-FLEET-01189 for usage by the Camden County Police Department-Metro Division for an amount not to exceed ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED SIXTY DOLLARS (\$117,360.00).

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: September 14, 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, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: CHASE S WINNER

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

TEMPORARY BUDGET APPROPRIATION:

AMOUNT:

AMOUNT

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT: G-21-500902

AMOUNT: **\$ 117,360.00**

CAPITAL ORDINANCE:

AMOUNT:

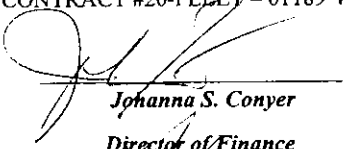
TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE \$ 117,360.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING THE PURCHASE OF THREE 2022 POLICE INTERCEPTOR UTILITY AWD FORD EXPLPRESERS UNDER NJSC CONTRACT #20-FLEET -- 01189 WITH CHAS S WINNER.


Johanna S. Conyer

Director of Finance

Date: 8/18/21

CITY OF CAMDEN
PURCHASING BUREAU

**CITY OF CAMDEN
CITY COUNCIL REQUEST FORM**

2021 AUG 19 AM 10:10

Council Meeting Date: SEPTEMBER 2021

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

FROM: L. Chandler, Purchasing Agent

DEPARTMENT MAKING REQUEST: Administration/Purchasing Bureau

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the purchase of three (3) 2022 Police Interceptor Utility AWD Ford Explorers under NJSC Contract #20-FLEET-01189 with Chas S Winner

BRIEF DESCRIPTION: Under the NJSC Contract #20-Fleet-01189 the City of Camden will purchase three (3) 2022 Police Interceptor Utility AWD Ford Explorers from Chas S Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034 for use by the Camden County Police Department – Metro Division.

BIDDING PROCESS: Under N.J.S.A. 40A:11-12, authorizes local units of government to enter into cooperative agreements.

APPROPRIATION ACCOUNT(S): G-21- -500-902

AMOUNT: \$117,300.00 ^{2k}

☐ **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:	8/17/21	[Signature]
Approved by Grants Management:	8/18/21	[Signature]
Approved by Finance Director:	8/19/2021	[Signature]
CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:	8-19-21	[Signature]
Approved by Business Administrator:	8/23/21	[Signature]
Received by City Attorney:		

(Name) Please Print

(Extension #)

Prepared by 1: L. CHANDLER X7475
Contact Person 2:

Please note that you are the responsible party that will be notified for any pertinent information that is requested.

If request is a walk-on, you will be the responsible party for picking up request(s) from 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

CAM 2021-215
ATTACHMENT D
9.14.21
R-7

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.

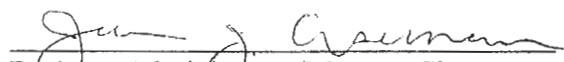
Municipality	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	CHAS S WINNER
Purpose or Need for service:	PURCHASE OF THREE (3) 2022 FORD EXPLORER POLICE INTERCEPTOR UTILITY AWD BASE VEHICLE FOR CAMDEN COUNTY METRO - METRO WILL PAY THE BALANCE OF \$19,090.00
Contract Award Amount	\$120,989.00
Term of Contract	~150 DAYS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	NJSA 40A:11-10
Were other proposals received? If so, please attach the names and amounts for each proposal received?	NO

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

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


Mayor's Signature*

Date 8-24-21

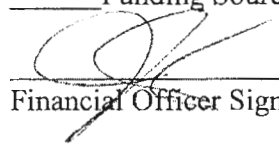

Business Administrator/Manager Signature

Date 8.20.21

*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 action. G-21- -500-902

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.

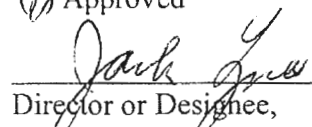
NSSC N/A 78
Certifying Officer

Date 8/19/2021

For LGS use only:

☒ Approved

☐ Denied


Director or Designee,
Division of Local Government Services

Date 9/2/21

Number Assigned _____

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

REQUISITION

NO. C2101220

SHIP TO
 POLICE ADMINISTRATION BUILDING
 800 FEDERAL ST
 CAMDEN, NJ 08103
 CAMDEN COUNTY METRO

ORDER DATE: 08/16/21
 DELIVERY DATE:
 STATE CONTRACT: 20-FLEET-01189
 F.O.B. TERMS:

VENDOR
 WINNER FORD
 250 HADDONFIELD-BERLIN RD
 CHERRY HILL, NJ 08034
 VENDOR #: WIN01

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PURCHASE OF 2022 FORD K8A EXPLORER POLICE UTILITY INTERCEPTOR AWD BASE VEHICLE *FY '20 JAG GRANT BASE VEHICLE \$29,763 + 2,174.00 OPTIONS + MARKED POLICE INTERCEPTOR PACKAGE \$14,756.00 = \$46,693.00 *** OPTIONS FOR INTERCEPTOR SUV *99B 3.3L V6 DIRECT-INJECTION FFV *44U SYSTEM10-SPEED AUTO TRANSMISSION *43D COURTESY LAMPS DISABLE *60R RADIO NOISE SUPPRESSION *59B KEYED ALIKE *68G REAR DOOR LOCKS & WINDOWS INOPERATIVE *87R BACKUP CAMERA REAVIEW MIRROR DISPLAY *17T CARGO AREA RED/CLEAR DOME 5" *86T TAIL LIGHT PREP PKG *51T DRIVERS SIDE LED SPOTLIGHT *549 POWER HEATED MIRRORS *18D GLOBAL LOCK/UNLOCK FEATURE	G-21- -500-902	120,989.0000 \$117,360.-	120,989.00

Approved:

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

Department Head

Date

Receiver of Goods

Date

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

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

REQUISITION

NO.

C2101220

Page # 2

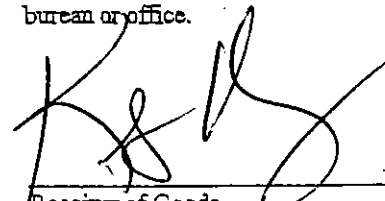
QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	*60A PRE-WIRING FOR GRILLE LED LIGHTS, SIREN & SPEAKER *61B OBD II SPLIT CONNECTION TO ALSO INCLUDE: *MARKED POLICE INTERCEPTOR PACKAGE NOTE: CAMDEN COUNTY METRO WILL PAY THE BALANCE OF \$19,090.00			
			TOTAL	120,989.00

\$112,360.50

Approved: 

8/17/21

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 Goods8/17/21
Date

Department Head

Date

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

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

REQUISITION

NO. C2101220

SHIP TO	POLICE ADMINISTRATION BUILDING 800 FEDERAL ST CAMDEN, NJ 08103 CAMDEN COUNTY METRO
	VENDOR # WIN01 WINNER FORD 250 HADDONFIELD-BERLIN RD CHERRY HILL, NJ 08034

ORDER DATE: 08/16/21
DELIVERY DATE:
STATE CONTRACT: 20-FLEET-01189
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PURCHASE OF 4 2022 FORD K8A EXPLORER POLICE UTILITY INTERCEPTOR AWD BASE VEHICLE *FY '20 JAG GRANT BASE VEHICLE \$29,763 + 2,174.00 OPTIONS + MARKED POLICE INTERCEPTOR PACKAGE \$14,756.00 = \$46,693.00 *** OPTIONS FOR INTERCEPTOR SUV *99B 3.3L V6 DIRECT-INJECTION FFV *44U SYSTEM10-SPEED AUTO TRANSMISSION *43D COURTESY LAMPS DISABLE *60R RADIO NOISE SUPPRESSION *59B KEYED ALIKE *68G REAR DOOR LOCKS & WINDOWS INOPERATIVE *87R BACKUP CAMERA REARVIEW MIRROR DISPLAY *17T CARGO AREA RED/CLEAR DOME 5" *86T TAIL LIGHT PREP PKG *51T DRIVERS SIDE LED SPOTLIGHT *549 POWER HEATED MIRRORS *18D GLOBAL LOCK/UNLOCK FEATURE	G-21- -500-902	~~120,989.0000~~ 117,360.00	~~120,989.00~~

Approved:

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

Department Head

Date

Receiver of Goods

Date

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

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

REQUISITION	
NO.	C2101220

Page # 2

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	*60A PRE-WIRING FOR GRILLE LED LIGHTS, SIREN & SPEAKER *61B OBD II SPLIT CONNECTION TO ALSO INCLUDE: *MARKED POLICE INTERCEPTOR PACKAGE NOTE: CAMDEN COUNTY METRO WILL PAY THE BALANCE OF \$19,090.00			
			TOTAL	~~120,989.00~~ 117,300.00

Approved:

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

Department Head

Date

Receiver of Goods

Date

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Camden County's FY '20 Subaward Narrative

Camden County Police Department's (Camden City Metro Division) Program Narrative (\$120,989.00):

Purpose Area-Law Enforcement Programs

With support from the Bureau of Justice Assistance Byrne Memorial Justice Assistance Grant Program, the Camden County Police Department will be able to deploy three (3) police interceptors, improving their policing operations. With the heavy use of police patrol vehicles, it is critical that their fleet is properly maintained and equipped to provide effective public safety service to the residents and businesses of the City of Camden. Therefore, their funding priority is to replace emergency response equipment. To that end, the police interceptors will be integrated into the existing fleet increasing their presence and ability to execute community policing solutions.

The Camden County Police Department has not been certified as National Incident-Based Reporting System compliant by the state or directly by the Federal Bureau of Investigation. The Police Department will utilize 3% (\$3,629.00) of the allocated funds to work towards compliance.

Per current NJ State Contract pricing, it is estimated that each vehicle will cost \$39,120.00 each. A minimum of \$3,629.00 will be dedicated to the computer hardware required to be installed in the vehicles to comply with NIBRS requirements. The 2021 Police Interceptor Utility will be appropriately decaled and retrofitted as a marked emergency vehicle. The three (3) vehicles themselves will cost an estimated \$117,360.00. The vehicles and other associated costs not to exceed the anticipated award amount of \$120,989.00.

CCPD's Budget:

Three (3) Police Interceptor Utility Vehicles and accessories @ \$39,120.00 each	\$117,360.00
Hardware/Software – NIBRS 3% Set-Aside	\$ 3,629.00
Camden Co. Police Department's (Camden City Metro) Total:	\$120,989.00

Camden County Prosecutor's Office's Program Narrative (\$10,000.00):

Purpose Area-Crime Victim & Witness Program (other than compensation)

Funds will be used to help cover the costs (ex. emergency clothing, toiletries, travel, etc.) incurred by witnesses and victims involving all phases and aspects of a prosecution and /or cost to cover Detectives seeking out witnesses to conduct interviews outside of Camden County. This would include cost for lodging, travel (airfare, train ticket, bus pass, etc.) not to exceed \$10,000.00.

The Camden County Prosecutor's Office does not report to the NIBRS; they report to the Attorney General's Office. All incidents go through the municipalities and they report to the NIBRS.

CCPO's Budget:

Crime Victim/Witness Funds not to exceed:	\$10,000.00
NIBRS 3% Set-Aside: N/A	\$ 0.00
Camden Co. Prosecutor's Office's Total:	\$10,000.00

Camden County Sheriff's Office's Program Narrative (\$10,000.00):

Purpose Area-Law Enforcement Programs

\$6,700.00 – (8) Hog Saddles with Ball Heads and Tripods – The hog saddle is an attachment for a tripod which could hold an array of equipment such as spotting scopes, cameras, or rifles. The hog saddle attaches to the ball head which gives the operator the ability to maneuver the equipment up/down,



Alan Zimmermann
856-433-1370
N.J. Contract # 20-FLEET-01189

K8A

2022 Ford Utility Interceptor Base Vehicle AWD White \$29,763.00

- 99B 3.3L V6 Engine
- 44U 10 Speed Auto Transmission
- Heavy Duty Rubber Floor
- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Rear Window Defroster
- 43D Courtesy Lamps Disable
- 60R Radio Noise Suppression
- 59B Keyed Alike
- 68G Rear Door Locks & Windows Inoperative
- 87R Back up Camera Rearview Mirror Display
- 17T Cargo Area Red/Clear Dome 5"
- 86T Tail Light Prep Pkg.
- 51T Drivers Side LED Spotlight
- 549 Power Heated Mirrors
- 18D Global lock/unlock feature
- 60A Pre-Wiring for grille LED lights, siren and speaker
- 61B OBD II split connector
- Headlamps Prep Pkg.
- Blue tooth
- Ford Telematics, includes Modem & 2 Year Trial Subscription
- EAI53 80 Amp Power Source

Total \$31,937.00

, Oxford White Y

EMERGENCY EQUIPMENT

Marked Police Interceptor	PACKAGE	PRICE: 14,756.00

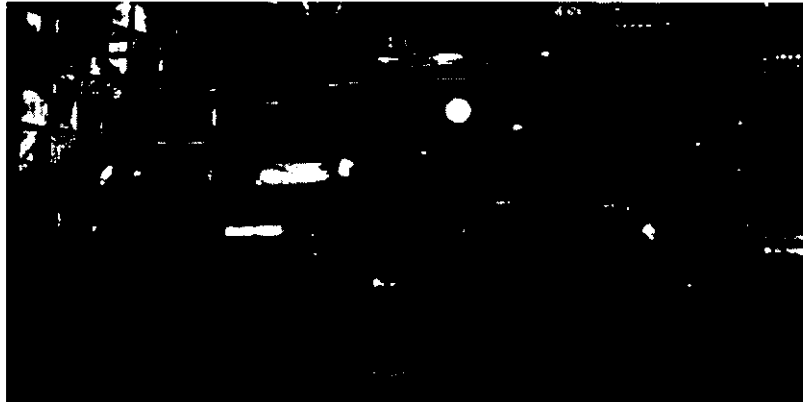
Whelen Duo Liberty All LED Light Bar		
4 corner led vertex lights		
Whelen controller/siren		
Speaker and bracket		
Havis console kit		
Push bumper		
Prisoner partition with leds on sides		
Rear cargo partition		
Rear gate leds		
Open gate leds		
Eai rear flash		
Reflective graphics		
Tablet Mount		
Display Holder		
Tablet Dock		
Tablet Shell		
Keyboard		
Moto Speaker		
Moto remote mount cable		
Moto Bracket with hardware		
Install customer supplied computer, Radio and antenna		

\$46,693.00

Blanket PO Discount: 6%
(% Discount off Manufacturer's List of Options)
Vendor: Chas S Winner Inc.
Blanket PO#: 20-FLEET-01189

State of New Jersey Procurement Bureau

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD



MBS:dh
09-14-21

R-8

**RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH MELVINA MCCOY,
725 NEW STREET, BLOCK 1436, LOT 29 FOR THE PLACEMENT OF A FENCE
ON THE CITY'S RIGHT OF WAY (SIDEWALK) AND (STEPS)**

WHEREAS, Melvina McCoy, the homeowner request the permission of the City of Camden to approve a license agreement to allow the installation of a fence on the City's right of way (sidewalk) and (steps) located at or near 725 New Street, Block 1436 Lot 29; and

WHEREAS, the approval is for the current homeowner, Melvina McCoy and is not transferable; and

WHEREAS, the City Council of the City of Camden is of the opinion that it is in the best interest of the City of Camden to enter into a License Agreement to allow the installation of a fence on City right of way at or near 725 New Street, Block 1436 Lot 29 for the purpose of installing a fence, terminable at the will of the Licensor with the City authorizing said license and establishing the terms of the use of said City property and requiring the Licensee to provide and maintain proof to completely indemnify the City of Camden and provide adequate general liability insurance naming the City of Camden as an additional insured; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City is authorized to enter into a License Agreement with Melvina McCoy.

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

Date of Introduction: September 14, 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: September 14, 2021

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 a license agreement between the City and Ms. Melvina McCoy, 725 New St., Block: 1436, Lot: 29 for the placement of a fence on the city right of way (Sidewalk) and (Steps).

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve a license agreement to allow the homeowner of 725 New St for security reasons to place a fence on the city right of way (sidewalk) to protect said property. This approval is for the current homeowner and should not be transferable. In addition, the homeowner must provide and maintain proof indemnifying the City on their homeowner's insurance policy

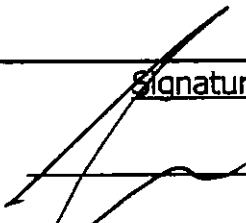
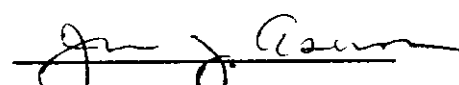
BIDDING PROCESS:N/A

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

APPROPRIATION ACCOUNT(S): n/a.

AMOUNT:

☐ **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>7/3/21</u>	
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
☐ CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>7-16-21</u>	
Received by City Attorney:	<u>8/17/21</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******



VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF PLANNING & DEVELOPMENT
CITY OF CAMDEN
NEW JERSEY

DR. EDWARD C. WILLIAMS, PP, AICP, CSI
Division of Planning & Zoning
TEL: (856) 757-7214

June 11, 2021

**MELVINA A. McCOY
725 NEW STREET
CAMDEN, NEW JERSEY 08103**

ZONING PERMIT DENIAL

**RE: 725 NEW STREET CAMDEN, NJ
APPLICATION DATE: 6/10/2021**

**BLOCK: 1436 LOT: 29
ZONE DISTRICT: R-2**

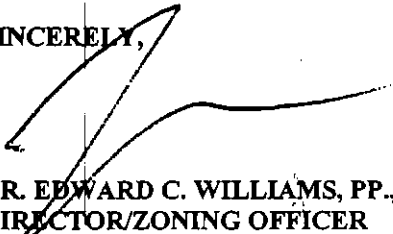
DEAR SIR/MADAM:

**YOUR APPLICATION FOR A ZONING PERMIT TO ALLOW: A 4FT FENCE ON FRONT SIDEWALK HAS BEEN
DENIED FOR THE FOLLOWING:**

- 1. LICENSE AGREEMENT IS NEEDED – APPLICANT MUST PROVIDE PROPERTY INSURANCE AS PART OF
THE REVIEW.**
- 2. CITY COUNCIL APPROVAL IS NEEDED.**

IF YOU HAVE QUESTIONS, DO NOT HESITATE TO CONTACT THIS OFFICE.

SINCERELY,



**DR. EDWARD C. WILLIAMS, PP., AICP, CSI
DIRECTOR/ZONING OFFICER**

ENCLOSURE

Cc: Building Bureau

MBS:dh
09-14-21

12-9

**RESOLUTION ACCEPTING A GRANT FROM THE DELAWARE VALLEY
REGIONAL PLANNING COMMISSION (DVRPC) FOR THE SUPPORTIVE HIGHWAY
REGIONAL PLANNING PROGRAM IN THE AMOUNT OF \$24,000.00**

WHEREAS, the City of Camden applied for and received a grant from the Delaware Valley Regional Planning Commission in the amount of \$24,000.00; and

WHEREAS, the grant proceeds will be used for the purpose to offset administrative costs for a staff member from the Department of Planning and Development; and

WHEREAS, the City has a in kind match of \$6,000.00; and

WHEREAS, the City desires to accept the grant from the Delaware Valley Regional Planning Commission; now, therefore

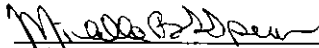
BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the grant from the Delaware Valley Regional Planning Commission in the amount of \$24,000.00 with a local match of \$6,000.00 for a total amount of \$30,000.00.

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: September 14, 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: September 14, 2021

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

WALK ON

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

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Resolution accepting a grant from the Delaware Valley Regional Planning Commission in the amount of ~~\$30,000.00~~ **\$24,000** for the Supportive Highway Planning Grant Program.

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve the acceptance of a grant from the Delaware Valley Regional Planning Commission for the reimbursement of staffing and related costs for participation in DVRPC programs and meetings.

BIDDING PROCESS: N/A

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

APPROPRIATION ACCOUNT(S):

AMOUNT: ~~\$30,000.00~~ **\$24,000.**



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>8/26/21</u>	<u>[Signature]</u>
Approved by Grants Management:	<u>8/30/21</u>	<u>[Signature]</u> (If applicable)
Approved by Finance Director:	<u>8/30/21</u>	<u>[Signature]</u>
☐ CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>8/31/21</u>	<u>[Signature]</u>
Received by City Attorney:	<u>9/1/21</u>	<u>[Signature]</u>

(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****

CAM 2021-207

ATTACHMENT G

9.14.21
R-9STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRSDIVISION OF LOCAL GOVERNMENT SERVICES
GRANT APPROVAL FORM

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

PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT OF THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION AND GRANT AWARD LETTER.

The Support Highway Planning Program is a "pass through" grant from the Delaware Valley Regional Planning Commission to localities to underwrite any staffing costs relative to the City's participation on the commission. There is a 20% match (in kind) requirement. The direct benefits to the city is the ability to underwrite the costs of said program. There are no employment obligations

\$6,000 in kind match
requirement

Information of key municipal employee or agent applying for grant and responsible for its use:

Name Edward C. Williams	

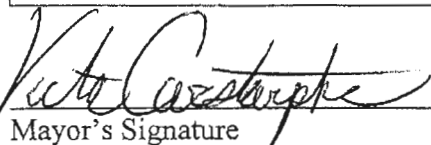
Title Director	
Telephone Number: 7135	
Email: Edwillia@ci.camden.nj.us	

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

None

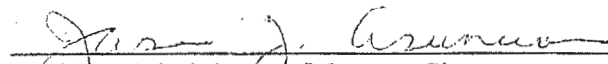
What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

City Revenue Account



Mayor's Signature

Date 9-7-21


Business Administrator/Manager Signature

Date 8-31-21

Name, email and fax of contact person for this form:

For LGS use only:

() Approved

() Denied

Jack Lee
Director or Designee,
Division of Local Government Services

Date 9/9/21

Number Assigned CAM 2021-207

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

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

Department: Development & Planning - Division of PlanningGrant Administrator: Edward WilliamsGrant Administrator #: 757-7214

Grant/Project Name:		Delaware Valley Regional Planning Commission - Supportive Regional Highway Planning Program (FY 2021)			
Grant #:		#22-61-0601 (CFDA #20.205)			
City Contract Date:			City Contract #:		
Application Resolution #:			Appropriation Code :		
Funding Source:		Federal Highway Administration ~ NJ Department of Transportation			
Pass Through:	Y	☒ N	Source:		
Amount of Grant:		\$24,000.00			
Local Match:	☒ Y	N	Cash:		In-Kind: \$6,000
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:		
Term of Grant:		7/1/20 – 6/30/21		Location of Activity:	
Date of Analysis:		30-Aug-21		Reviewed By: Kelly Mobley	

Summary:

30-Aug-21: The Department of Planning and Development is seeking council authorization to accept a \$24,000 grant from the Delaware Valley Regional Planning Commission. The City's has been awarded \$24,000 for the purpose of improving the efficiency of the region's transportation network by participating in sub-regional transportation planning efforts. According to the contract agreement, the City is responsible for administering, monitoring and maintaining coordination and cooperation with federal, state, regional and local agencies. (Exhibit B provides further detail regarding task) There is an in-kind match of \$6,000

This is a reimbursable grant. The grant will be utilized for cost associated with administrative purposes (salary, fringe, travel, materials).

Time Lines:

Grant requires quarterly progress reports, invoices and final reports.

Problematic Areas/Recommendations:

Kelly@grantsmanagement/DVRPC 24,000 10-01-000

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$30,000

No. 22-61-060

AGREEMENT
BY AND BETWEEN
DELAWARE VALLEY REGIONAL PLANNING COMMISSION
AND
CITY OF CAMDEN, NEW JERSEY

This agreement, hereinafter referred to as the AGREEMENT, made at Philadelphia, Pennsylvania, this _____ day of _____, 2021, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall - West, 8th Floor, Philadelphia, Pennsylvania, 19106, hereinafter referred to as the COMMISSION;

AND

City of Camden, New Jersey, having its principal office at Department of Development and Planning, P.O. Box 95120, Camden, New Jersey 08101-5120, hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into agreements with the New Jersey Department of Transportation, hereinafter referred to as the AGENCY, whereby the COMMISSION is to perform certain obligations under its agreements in the accomplishment of grants from the AGENCY.

WHEREAS, the SUBRECIPIENT will perform certain services through this AGREEMENT in connection with Project No. 22-61-060, "City of Camden Supportive Regional Highway Planning Program" as part of the COMMISSION's Fiscal Year 2022 Unified Planning Work Program, which is effective July 1, 2021, hereinafter referred to as the PROJECT; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated; and

WHEREAS, consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT, provide oversight of the PROJECT and be administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in: (1) this AGREEMENT; (2) Exhibit A, the Standard Articles of Agreement for Subrecipients; (3) Exhibit B, Scope of Services, Fiscal Year 2022 Unified Planning Work Program description entitled, "City of Camden Supportive Regional Highway Planning Program"; and (4) Exhibit C, Budget Proposal. Exhibit A, Exhibit B, and Exhibit C are attached hereto and are incorporated by reference.

1.2 During the term of this AGREEMENT, all requests to modify, change, or make an addition to the AGREEMENT shall be made in writing to the COMMISSION in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

1.3 All modifications, changes, and/or additions to this AGREEMENT shall be effectuated in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients and shall not be binding unless approved in writing by the COMMISSION.

Section 2: PROJECT Funding

2.1 The total PROJECT budget shall be Thirty Thousand Dollars (\$30,000) with approved funding as follows:

Funds Provided by AGENCY: \$24,000
SUBRECIPIENT Local Match: \$6,000
Total Amount: \$30,000

Agency	Source of Funds	Date	Amount
New Jersey Department of Transportation	Federal Highway Administration	July 1, 2021	\$24,000
Total Amount			\$24,000

Section 3: Contract Amount and Payment Terms

3.1 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed Twenty-Four Thousand Dollars (\$24,000). Payment to the SUBRECIPIENT for work performed shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT's spending will be in accordance with the attached budget proposal, Exhibit C.

A. If SUBRECIPIENT intends to utilize any external consultant(s) to perform work in furtherance of the PROJECT, SUBRECIPIENT shall provide an anticipated cost for each external consultant in the Budget Proposal. Upon selection of any external consultant(s), SUBRECIPIENT shall notify the COMMISSION in writing indicating the selected external consultant(s) and provide a modified Budget Proposal including a separate budget proposal for the consultant(s). Upon review, the COMMISSION will provide written notification informing that the modified Budget Proposal has been approved and will be incorporated to this AGREEMENT as outlined in in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

3.3 The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

3.4 As outlined in Article 6.1 in the Standard Articles of Agreement for Subrecipients, Exhibit A, SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org.

- A. All invoices must consist of:
1. Assigned cover page with the total reimbursement request amount;
 2. Breakdown of costs as per the contract pricing proposal format with staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
 3. Receipts for Direct Expenses;
 4. Copies of all subconsultant invoices; and
 5. Progress Report for the Reporting Period.

Section 4: Administration of AGREEMENT

4.1 The Executive Director of the COMMISSION, or his/her designee shall be the authorized agent to act on behalf of the COMMISSION in the administration of this AGREEMENT, and shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this AGREEMENT.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this AGREEMENT and in the negotiation of matters arising out of this AGREEMENT.

Section 5: Time of Performance

5.1 As the PROJECT start date is July 1, 2021, the effective date of the COMMISSION's Fiscal Year 2022 Unified Planning Work Program, SUBRECIPIENT may commence work as of that date. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2022.

Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT inform the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Title VI Policy & Self-Certification

7.1 The COMMISSION has adopted the following policy statement as part of its Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

The COMMISSION further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that the COMMISSION distributes federal aid funds to another entity, THE COMMISSION will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds. The COMMISSION's Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

The COMMISSION acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

The COMMISSION requires verification of the compliance of SUBRECIPIENT with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance for all new contracts entered into by the COMMISSION. The COMMISSION reserves the right to conduct subsequent Title VI compliance reviews on any SUBRECIPIENT during a contract.

7.2 As part of its verification of compliance with Title VI, the COMMISSION requires the following Self-Certification. All duly authorized representatives of the SUBRECIPIENT must certify that:

A. The SUBRECIPIENT understands that compliance with Title VI of the Civil Rights Act of 1964 {42 U.S.C. 2000d}, the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.

B. During the performance of this contract, the SUBRECIPIENT, for itself, its assignees, and successors in interest, agree as follows:

1. Compliance with Regulations

The SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SUBRECIPIENT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Procurement of Materials & Equipment

In all solicitations either by competitive bidding or negotiations made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SUBRECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to appropriate federal or state agency as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the SUBRECIPIENT noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to, withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontractor or procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SUBRECIPIENT may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States

C. The SUBRECIPIENT will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

Section 8: Special Conditions:

8.1 By executing this AGREEMENT, the SUBRECIPIENT hereby specifically agrees to Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances of Exhibit A, the Standard Articles of Agreement for Subrecipients.

8.2 Electronic, digital, or pdf signatures delivered by email shall constitute a legal and binding signature to this AGREEMENT.

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this AGREEMENT as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

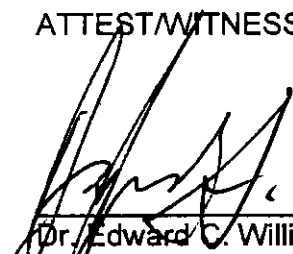
(SEAL)

By: _____
Barry Seymour, Executive Director

Date: _____

ATTEST/WITNESS:

CITY OF CAMDEN, NEW JERSEY



Dr. Edward C. Williams
(SEAL)

By: 

Victor Carstarphen, Mayor

Date: 8-24-21

Federal Information:

Type of Grant: Department of Transportation (FHWA)
Program: Highway Planning and Construction
CFDA Number: 20.205 (FHWA)
Federal Funds: \$24,000

Exhibit A

Standard Articles of Agreement for Subrecipients



Standard Articles of Agreement for SUBRECIPIENT

Revision Date: May 2021

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Article 1: Responsibilities and Services of the SUBRECIPIENT

- 1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.
- 1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the AGREEMENT and Exhibit "B", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.
- 1.3 The SUBRECIPIENT hereby agrees to administer the AGREEMENT in compliance with all applicable law and in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this AGREEMENT at any particular time.
- 1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT. Although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise, the giving of such advice shall not shift the responsibility for final decisions to the COMMISSION and/or the AGENCY.
- 1.5 The SUBRECIPIENT hereby agrees to furnish its services in accordance with this AGREEMENT and all applicable professional standards. All of the services specified by this AGREEMENT shall be performed by the SUBRECIPIENT and its employees or contractor under the supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION.

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations, liabilities to any contractor or any other person not party to this AGREEMENT.

- 1.6 The personnel required to perform the services specified by this AGREEMENT shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this AGREEMENT shall be fully qualified and authorized or permitted under Federal, State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION. For any major changes in personnel including changes of personnel who are named in any grant application, the SUBRECIPIENT will submit their request in writing prior to any planned personnel changes.

- 1.7 The SUBRECIPIENT is required to be in compliance with the COMMISSION'S SUBRECIPIENT Monitoring Policy for risk assessment of grants to determine appropriate monitoring activities and frequency of progress report submission. The SUBRECIPIENT must complete and certify the pre-award risk assessment form, See Attachment 1. SUBRECIPIENT shall also submit summary progress reports, in accordance with the risk level assessment which will be communicated by the COMMISSION. The SUBRECIPIENT must submit progress reports, invoices, and supporting documents to the COMMISSION no later than thirty (30) days after the close of the preceding quarter unless otherwise directed. These reports shall be in narrative form, divided by tasks as specified in the Scope of Services. These reports shall include the percentage of progress for each project for the specified time period and be up-to-date. When applicable, these reports shall indicate when established goals are not met, or when a delay has occurred or is anticipated. If there are difficulties encountered, the report must include a narrative description and the SUBRECIPIENT's proposed solution(s) to the issue(s).
- 1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this AGREEMENT, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.
- The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be focused on the nature and objectives of the PROJECT, report findings and final recommendations and be in a form reasonably acceptable to the COMMISSION.
- 1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.
- 1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this AGREEMENT, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands unless COMMISSION and/or AGENCY elect otherwise. The sole legal recourse for SUBRECIPIENT lies with COMMISSION as outlined in Article 9: Disputes

and there shall be no claims, demands, or any recourse with the AGENCY or any federal agency.

- 1.11 None of the services specified by this AGREEMENT shall be subcontracted by the SUBRECIPIENT without prior approval of the COMMISSION.
- 1.12 All subcontracts entered into by the SUBRECIPIENT shall contain or otherwise reference and incorporate all of the provisions of these Standard Articles of Agreement.
- 1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third-party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved.

Article 2: Assignability

- 2.1 The SUBRECIPIENT shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION.

Article 3: Oversight

- 3.1 In order for the COMMISSION to meet its obligations to the AGENCY, COMMISSION will have general oversight over the content and technical quality of the services performed as specified by this AGREEMENT.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the PROJECT shall:

- 4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to ensure that all activities in its Program are compatible and interrelated.
- 4.2 Provide basic technical assistance to the SUBRECIPIENT required during the development of the PROJECT.
- 4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.

- 4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.
- 4.5 Conduct a review of the administration of the PROJECT, as appropriate, to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this AGREEMENT.
- 4.6 Ensure that all procedures and records will be maintained in conformance with Federal and State Audit Standards and Regulations.

Article 5: Changes and Amendments

- 5.1 All modifications, changes, corrections, and/or additions to this AGREEMENT shall not be binding unless approved in writing by an authorized representative of the COMMISSION.
- 5.2 All requests along with supporting documentation for any modifications, changes, corrections, and/or additions to this AGREEMENT shall be in writing at least 45 days in advance of when the request should take effect and sent to the COMMISSION's authorized agent:

Sonia Lee, Esq.
Manager, Office of Contracts & Purchasing
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520
slee@dvrpc.org

- 5.3 Written approvals may be in the form of an email, letter amendment or a formal supplement agreement which will require formal execution and will be made part of the AGREEMENT.

Article 6: Compensation and Method of Payment

- 6.1 SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org. Each invoice shall consist of:
 - a. A signed cover page with the total reimbursement request amount;
 - b. Breakdown of costs as per the contract pricing proposal format; Please include staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
 - c. Receipts for Direct Expenses;
 - d. Copies of all subconsultant invoices; and
 - e. Progress Report for the Reporting Period.

6.2 Allocability of PROJECT costs shall be in accordance with the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be in accordance with generally accepted accounting principles (GAAP) and 2 C.F.R. 200.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the SUBRECIPIENT (i.e., the price paid minus any refunds, rebates or discounts).
- f. The SUBRECIPIENT may not delegate or transfer his responsibility for the use of the funds set forth in this AGREEMENT.
- g. Overhead and fringe rates are final based on invoiced bills.

Costs must conform to all applicable law including Federal Regulations. Specifically, Costs must adhere to 2 C.F.R. 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For private organizations, Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" may apply.

6.3 The SUBRECIPIENT shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.4 Compensation and method of payment are subject to all special conditions set forth in the Special Conditions Section of this AGREEMENT.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this AGREEMENT, the COMMISSION shall thereupon have the right to terminate this AGREEMENT.

7.2 The COMMISSION shall have the right to terminate this AGREEMENT for convenience whenever the COMMISSION shall determine that such termination is in the best interests of the COMMISSION.

7.3 This AGREEMENT shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this AGREEMENT.

7.4 The COMMISSION shall confirm such termination in writing. The effective date of the termination shall be the date of notification. Upon notification of

termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately.

- 7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT or their consultants shall, at the option of the COMMISSION, become the property of the COMMISSION. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- 7.6 Notwithstanding any provision to the contrary the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this AGREEMENT by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this AGREEMENT is determined.
- 7.7 Prior to termination for cause, the SUBRECIPIENT shall be provided official notice in writing and an opportunity to cure. SUBRECIPIENT shall respond within five (5) days of the date of the official notice and must include a detailed plan of action to cure the cause and/or default of any term of this AGREEMENT. SUBRECIPIENT will have ten (10) days from the date of the official notice to implement plan of corrective action.
- 7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.
- 7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this AGREEMENT. If, during the development of the PROJECT, conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination and direct the correspondence to:

Executive Director
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520

If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this AGREEMENT, the COMMISSION may enter into a termination agreement

or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this AGREEMENT, or annul the AGREEMENT pursuant to this Article.

- 7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this AGREEMENT. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

- 8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered suspended or stopped by the COMMISSION
- 8.2 Work stoppages may be required at the discretion of COMMISSION, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this AGREEMENT, realignment of programs, and lack of adequate funding or advancements in the state-of-the-art.
- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
 - b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.
- 8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and will be modified if appropriate in the sole discretion of the COMMISSION. Any modifications are at the discretion of the COMMISSION. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.

- 8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:
- a. cancel the stop-work order, in full or in part;
 - b. eliminate the work covered by such order; or
 - c. authorize resumption of work.
- 8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the AGREEMENT shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:
- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
 - b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.
- 8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this AGREEMENT.
- 8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.
- 8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this AGREEMENT.

Article 9: Disputes

- 9.1 Except as otherwise provided by law, or this AGREEMENT, any dispute arising under this AGREEMENT shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.

- 9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article 10: Arbitration

- 10.1 Any dispute between the parties to this AGREEMENT, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.
- 10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.
- 10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements

a. Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all SUBRECIPIENTS with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party Subrecipients at ant tier under the PROJECT with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related nondiscrimination statutes and regulations in all programs and activities. DVRPC's website, www.dvrpc.org, may be translated into multiple languages. Publications and other public documents can be made available in alternative languages and formats, if requested. DVRPC public meetings are always held in ADA-accessible facilities, and in transit-accessible locations when possible. Auxiliary services can be provided to individuals who submit a request at least seven

days prior to a public meeting. Requests will be accommodated to the greatest extent possible. Any person who believes they have been aggrieved by an unlawful discriminatory practice by DVRPC under Title VI has a right to file a formal complaint. Any such complaint may be in writing and filed with DVRPC's Title VI Compliance Manager and/or the appropriate state or federal agency within 180 days of the alleged discriminatory occurrence. For more information on DVRPC's Title VI program or to obtain a Title VI Complaint Form, please visit: www.dvrpc.org/GetInvolved/TitleVI, call (215) 592-1800, or email public_affairs@dvrpc.org.

b. Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party SUBRECIPIENTS at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e: 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. SUBRECIPIENT agrees that full consideration will be given to all eligible, qualified applicants without regard to age, ancestry, color, disability, domestic or sexual violence victim status, ethnicity, familial status, gender identity or expression, genetic information, marital status, medical condition (including pregnancy), national origin, race, religion, sex, or sexual orientation; or any other basis protected by federal, state, or local law. Minority, female, and disabled applicants are encouraged to apply.
- ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the AGREEMENT. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

c. Disadvantaged Business Enterprise (DBE) Program

- i. The SUBRECIPIENT hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding

Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 26.

- ii. The SUBRECIPIENT agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The SUBRECIPIENT agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the SUBRECIPIENT is required by AGENCY regulations to have a DBE program, the DBE program must be in compliance with COMMISSION DBE Policy. The COMMISSION DBE Policy is incorporated by reference and made a part of this AGREEMENT. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notifying the SUBRECIPIENT of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

d. Nondiscrimination on the Basis of Age

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107 and implementing regulations, which prohibit discrimination on the basis of age.

e. Access Requirements for Persons with Disabilities

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. §5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.
- ii. USDOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 CFR part 27.
- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 CFR Part 1192 and 49 CFR Part 38.
- iv. US Department of Justice regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 CFR Part 35.
- v. US Department of Justice regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities, 28 CFR Part 36.
- vi. US General Services Administration regulations, Accommodations for the Physically Handicapped, 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act, 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled, 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, Transportation for Elderly and Handicapped Persons, 49 CFR part 609.
- x. Any implementing requirements the FTA may issue.

Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

- f. Confidentiality and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, Political Activity of State and Local Officers or Employees, Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. No funds under this AGREEMENT shall be used for any partisan political activity or to furnish the election or defeat of any candidate for public office.

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et. seq.).

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- b. Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties.

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "A Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

11.9 Comprehensive Environmental Response, Compensation, & Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§ 9601 et seq.

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

11.11 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the regulations of the AGENCY, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this AGREEMENT.

11.12 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this AGREEMENT, including procurement of materials which shall be secured in compliance with 2 CFR 200, AGENCY regulations, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this AGREEMENT, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the incorporation of provisions outlined in Article 11: Federal Requirements, SUBRECIPIENT shall be required to incorporate all applicable provisions outlined in Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances.

Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances

By executing this AGREEMENT, the SUBRECIPIENT, HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through **Federal Highway Administration ("FHWA")**, **Federal Transit Administration ("FTA")**, and **Federal Aviation Administration ("FAA")**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);

- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the SUBRECIPIENT receives Federal financial assistance from DOT, including the FHWA, FTA, and/or FAA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the SUBRECIPIENT, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the SUBRECIPIENT agrees with and gives the following Assurances with respect to its Federally assisted activities as identified in the Unified Planning Work Program of the COMMISSION:

1. The SUBRECIPIENT agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The SUBRECIPIENT will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all activities as identified in the Unified Planning Work Program of the COMMISSION and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"SUBRECIPIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this

invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The SUBRECIPIENT will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The SUBRECIPIENT will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a SUBRECIPIENT.
5. That where the SUBRECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the SUBRECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the SUBRECIPIENT will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the SUBRECIPIENT with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the SUBRECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the SUBRECIPIENT, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the SUBRECIPIENT retains ownership or possession of the property.
9. The SUBRECIPIENT will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of

Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this AGREEMENT and agreeing to the terms of this ASSURANCE, **SUBRECIPIENT** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

SUBRECIPIENT gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **COMMISSION's Unified Planning Work Program**. This ASSURANCE is binding on the **Commonwealth of Pennsylvania and the State of New Jersey**, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the various activities as identified in the Unified Planning Work Program of the **COMMISSION**.

12.1 APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **FHWA, FTA, and/or FAA**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations,

including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the SUBRECIPIENT or the **FHWA, FTA, and/or FAA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the SUBRECIPIENT will impose such contract sanctions as it or the **FHWA, FTA, and/or FAA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the SUBRECIPIENT to enter into any litigation to protect the interests of the SUBRECIPIENT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.2 APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of the **COMMISSION's Unified Planning Work Program**, and the policies and procedures prescribed by the **FHWA, FTA, and/or FAA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto **SUBRECIPIENT** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto SUBRECIPIENT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on **SUBRECIPIENT**, its successors and assigns.

SUBRECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that **SUBRECIPIENT** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the

Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

12.3 APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by DVRPC pursuant to the provisions of Assurance 7(a):

A. The (*grantee, lessee, permittee, etc. as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [*in the case of deeds and leases add "as a covenant running with the land"*] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.4 APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **DVRPC** pursuant to the provisions of Assurance 7(b):

- A. The (*grantee, licensee, permittee, etc., as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (*in the case of deeds and leases add, "as a covenant running with the land"*) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (*grantee, licensee, lessee, permittee, etc.*) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, **DVRPC** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.

12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

12.6 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid SUBRECIPIENTS, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Article 13: Interest of Members of the COMMISSION and Others

- 13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this AGREEMENT or the proceeds thereof.

Article 14: Interest of the SUBRECIPIENT

- 14.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this AGREEMENT. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

Article 15: Interest of Members of Congress

- 15.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT, or to any benefit therefrom.

Article 16: Audit and Inspection of Records

- 16.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this AGREEMENT in accordance with generally accepted accounting principles and procedures. All costs charged against this AGREEMENT shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The

SUBRECIPIENT shall permit and shall require its contractor to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this AGREEMENT. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this AGREEMENT, are subject to audit by the COMMISSION.

- 16.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.
- 16.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this AGREEMENT for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period.
- 16.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.
- 16.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this AGREEMENT.

Article 17: Identification of Documents

- 17.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part

through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or a policy of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 18: Publicity

- 18.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION's Office of Communications and Engagement. Press release and public dissemination requests should be sent to public_affairs@dvrpc.org. Any and all press releases shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 19: Rights in Data, Copyrights, and Disclosure

- 19.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this AGREEMENT by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any tier, purchases ownership financed under this AGREEMENT.
- 19.2 Definition. The term "data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this AGREEMENT. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.
- 19.3 Data submitted to and accepted by the COMMISSION under this AGREEMENT shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.
- 19.4 No data developed or prepared in whole or in part under this AGREEMENT shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this AGREEMENT. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.

- 19.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.
- 19.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

Article 20: Confidentiality

- 20.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this AGREEMENT that are of direct interest to the COMMISSION.
- a. The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
 - b. When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.
- 20.2 After the AGREEMENT period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 21: Patent Rights

- 21.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or SUBRECIPIENT, in the course of, in connection with, or under the terms of this AGREEMENT, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third-party contract as described in the U. S. Department of Commerce regulations A Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements 37 C.F.R. Part 401.

Article 22: Liquidated Damages

- 22.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the AGREEMENT amount from Federal funds made available under this AGREEMENT, to be used as a set off for reimbursing the COMMISSION for the cost to administer this AGREEMENT should performance extend beyond the period of performance set forth in the Time of Performance Section of this AGREEMENT.
- 22.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this AGREEMENT. These liquid damages are to compensate the COMMISSION for delay and do not limit the COMMISSION from any other applicable recovery for damages. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.
- 22.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage.
- 22.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 23: Invoice Forms and Payroll Records

- 23.1 Invoice forms used by the SUBRECIPIENT should be in compliance with Article 6 hereof are attached hereto. Invoices must be approved by SUBRECIPIENT project manager.
- 23.2 Payroll records submitted by the SUBRECIPIENT should agree with the total personnel cost of the invoice and be approved by the SUBRECIPIENT project manager

Article 24: Certification of Non-collusion

- 24.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:
 - a. been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this AGREEMENT, employed or retained or agreed to employ or retain, any firm or person;
 - b. been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and

- SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this AGREEMENT;
- c. acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 25: Restrictions on Lobbying

24.2 The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 26: Entire Agreement

26.1 The AGREEMENT Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- a. No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- b. Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

Exhibit B

**Scope of Services, Fiscal Year 2022 Unified Planning Work Program Description
entitled "City of Camden Supportive Regional Highway Planning Program"**

PROJECT: 22-61-060 City of Camden - Supportive Regional Highway Planning Program

Responsible Agency: Delaware Valley Regional Planning Commission

Program Coordinator: Kwan Hui

Project Manager: John Ward

Goals:

Improve the efficiency of the region's transportation network by participating in subregional transportation planning efforts.

Description:

Manage and maintain the general administration of the program and maintain coordination and cooperation with federal, state, regional, and local agencies. Maintain public participation in the transportation planning process. Identify, prioritize, and analyze a capital program of federal and state-funded transportation improvements reflecting local input and coordination with state and regional agencies. Monitor implementation of the capital improvements. Assess impact of proposed land use on transportation facilities and recommend Camden City's position on certain regional transportation improvements and programs. Maintain and update data files required for the comprehensive transportation planning effort. Monitor various transportation indicators (e.g., traffic counts and turning movements). Retrieve and disseminate information as required.

Tasks:

Task I - Administration

1. Perform general and contract administrative duties.
2. Prepare quarterly progress reports, expenditure reports, annual completion report, and participate in the development of the DVRPC Planning Work Program and Camden City SRHPP for the next fiscal year.
3. Perform public participation as appropriate.
4. Review transportation reports and correspondence and provide feedback.
5. Attend meetings, including DVRPC monthly RTC meetings, quarterly progress report meetings, Planning Work Program meetings, and special meetings as required. Present data to Camden City for its use.
6. Respond to information requests.
7. Conduct interagency liaison and coordination.

Task II - Transportation Improvement Program

1. Monitor Federal Aid and STATE-DVRPC Program progress.
2. Maintain and inventory TIP projects and update project status. Maintain channels of communication with DVRPC, NJDOT, and the public regarding project status.
3. Participate and assist in the TIP update and maintenance processes.
4. Review and provide feedback on NJDOT Capital Program Screening Committee (CPSC) and Capital Program Committee (CPC) project requests

FY 22 BUDGET PROPOSAL



ENTITY NAME: City of Camden

PROJECT NUMBER: 22-61-060

SUBMITTED BY (name and title): Dr. Edward Williams, Director of Planning & Development

DATE SUBMITTED: 6/1/21

1. DIRECT LABOR- Specify employee name and title	# Hours	Hourly Rate	Estimated Cost (FOR ALL TASKS)
Edward C. Williams	170	\$ 54.19	\$ 9,212.30
June Morton	172	\$ 39.81	\$ 6,847.32
Angela Miller	165	\$ 44.91	\$ 7,410.15
Orion Joyner	110	\$ 59.60	\$ 6,556.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUB-TOTAL			\$ 30,025.77
2. FRINGE & OVERHEAD:	Rate	Base	Estimated Cost
Fringe		\$ 30,025.77	\$ -
Overhead		\$ 30,025.77	\$ -
SUB-TOTAL			\$ -
TOTAL DIRECT LABOR, FRINGE & OVERHEAD			\$ 30,025.77
3. NONLABOR EXPENSES:	Estimated Cost		
Materials/Supplies			
Travel (max of 15% of budget total)			
Training			
SUB-TOTAL			\$ -
FY 22 UPWP BUDGET TOTAL			\$ 30,000.00
LESS: MATCH AMOUNT			\$ (6,000.00)

Exhibit C
Budget Proposal

5. Participate in project selection and evaluation processes, as appropriate, including DVRPC competitive programs.

Task III – Transportation Plan Maintenance

1. Monitor and evaluate the impact of proposed land development on existing and proposed highway and transit facilities.
2. Monitor certain state improvements.

Task IV - Transportation Planning Data and Analysis

1. NJDOT's Safety Voyager or NJDHTS's Numetric Crash Analysis tool. Maintain data supplied by NJDOT as a data source for transportation planning effort.
2. Maintain information on roadways and bridges, such as condition, cartway width, rights of way, age, etc.
3. Attend DVRPC IREG, future Imagery Acquisition, and other steering committee meetings.

Products:

1. Quarterly progress and expenditure reports.
2. Brief reports on meetings and seminars attended related to highway planning.
3. Annual completion report.
4. SRHPP for the subsequent fiscal year.
5. Adopted Transportation Improvement Program
6. City project proposals for consideration in next fiscal year's UPWP, if available.

Beneficiaries:

Camden City, Camden County, residents, businesses, and the region.

Project Cost and Funding:

FY	Total	Highway Program	Transit Program	Comprehensive Planning	Other *
2021	\$30,000				\$30,000
2022	\$30,000	\$0	\$0	\$0	\$30,000

* NJ TIP - DB #X30A - \$24,000 STBGP-PHILA; \$6,000 SILOC Match

R-10

MBS:dh
09-14-21

**RESOLUTION ACCEPTING A GRANT FROM THE DELAWARE VALLEY
REGIONAL PLANNING COMMISSION (DVRPC) FOR THE TRANSIT SUPPORT
PLANNING GRANT PROGRAM IN THE AMOUNT OF \$20,800.00**

WHEREAS, the City of Camden applied for and received a grant from the Delaware Valley Regional Planning Commission in the amount of \$20,800.00; and

WHEREAS, the grant proceeds will be used for the reimbursement of staffing and related costs for participation in DVRPC transit related programs and meetings; and

WHEREAS, the City has a in kind match of \$15,947.00; and

WHEREAS, the City desires to accept the grant from the Delaware Valley Regional Planning Commission; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the grant from the Delaware Valley Regional Planning Commission in the amount of \$20,800.00 with a local match of \$15,947.00 for a total amount of \$36,747.00.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such Grant.

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

Date of Introduction: September 14, 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: September 14, 2021

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

WALK ON

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

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Resolution accepting a grant from the Delaware Valley Regional Planning Commission in the amount of \$36,747.00 for the Transit Support Planning Grant Program.

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve the acceptance of a grant from the Delaware Valley Regional Planning Commission for the reimbursement of staffing and related costs for participation in DVRPC Transit related programs and meetings.

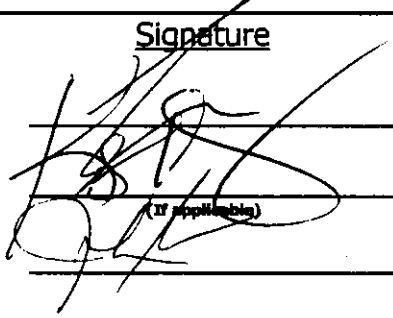
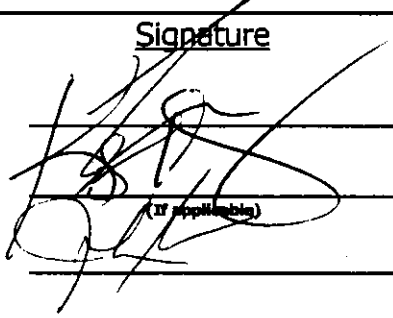
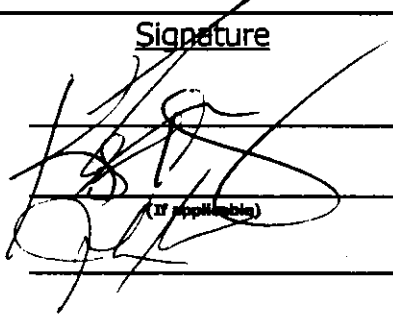
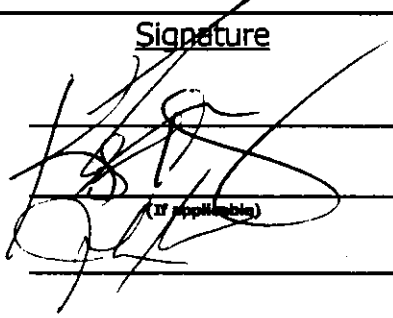
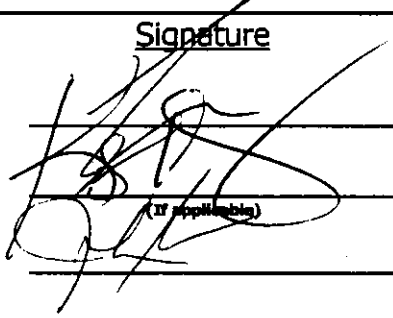
BIDDING PROCESS:N/A

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

APPROPRIATION ACCOUNT(S):

AMOUNT: \$36,747.00 ~~\$36,747.00~~ \$20,800. -

☐ **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:	8-26-21	
Approved by Grants Management:	8/30/21	
Approved by Finance Director:	8/30/21	
☐ CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:		
Approved by Business Administrator:	8/31/21	
Received by City Attorney:	9/1/21	

(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****

CAM 2021-209^{w/o}

ATTACHMENT G

9-14-21
R-10

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
GRANT APPROVAL FORM

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

PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT OF THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION AND GRANT AWARD LETTER.

The Transit Support Planning Program is a "pass through" grant from the Delaware Valley Regional Planning Commission to localities to underwrite any staffing costs relative to the City's participation on the commission. There is a 20% match (in kind) requirement. The direct benefits to the city is the ability to underwrite the costs of said program. There are no employment obligations

\$15,947 match
(in kind)

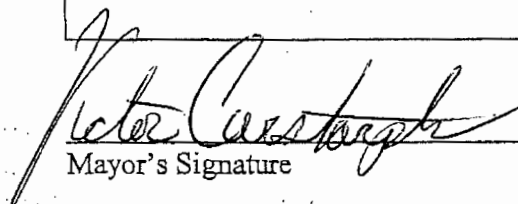
Title Director	
Telephone Number: 7135	
Email: Edwillia@ci.camden.nj.us	

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

None

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

City Revenue Account


Mayor's Signature

Date 9-7-21

John Lee
Director or Designee,
Division of Local Government Services

Date 9/9/21

Number Assigned CAM 2021-209

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

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

Department: Planning and DevelopmentGrant Administrator: Director Edward WilliamsGrant Administrator #: 757-7214

Grant/Project Name:			Delaware Valley Regional Planning Commission ~ Transit Support Program			
Grant #:			#22-63-025			
City Contract Date:				City Contract #:		
Application Resolution #:				Appropriation Code :		
Funding Source:			Delaware Valley Regional Planning Commission Federal Transit Commission NJ			
Pass Through:	Y	N	Source:			
Amount of Grant:			\$20,800			
Local Match:	Y	N	Cash:		In-Kind:	\$15,947
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:			
Term of Grant:			7/1/21 – 6/30/22		Location of Activity:	
Date of Analysis:			30-Aug-21		Reviewed By: Kelly Mobley	

Summary:

30-Aug-21: **WALK ON RESOLUTION-** The Department of Planning and Development is seeking council authorization to accept a \$20,800 reimbursable grant from the Delaware Valley Regional Planning Commission for the Transit Support Program. Funding has been awarded to improve the efficiency of the region's public transportation network by carrying out comprehensive local transit planning program. The project will enhance the mobility of the residents of the City of Camden by providing comprehensive planning, programming, monitoring and coordination of transit services in Camden.

Estimated total cost of the project: \$36,747.

\$20,800 Federal Highway Administration; \$15,947 Local in-kind Match.

This is a reimbursable grant. The cost will be for administrative purposes (salary, fringe, travel, materials).

Timelines: The grant term reflects July of 2021 ~ June 30, 2022; reports are to be submitted on a monthly basis (programmatic and financial).

DVRPC Transit Support Program 2017 - \$20,800 910-02-025

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$36,747

No. 22-63-025

AGREEMENT
BY AND BETWEEN
DELAWARE VALLEY REGIONAL PLANNING COMMISSION
AND
CITY OF CAMDEN, NEW JERSEY

This agreement, hereinafter referred to as the AGREEMENT, made at Philadelphia, Pennsylvania, this _____ day of _____, 2021, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall - West, 8th Floor, Philadelphia, Pennsylvania, 19106, hereinafter referred to as the COMMISSION;

AND

City of Camden, New Jersey, having its principal office at Department of Development and Planning, P.O. Box 95120, Camden, New Jersey 08101-5120, hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into agreements with the New Jersey Department of Transportation, hereinafter referred to as the AGENCY, whereby the COMMISSION is to perform certain obligations under its agreements in the accomplishment of grants from the AGENCY.

WHEREAS, the SUBRECIPIENT will perform certain services through this AGREEMENT in connection with Project No. 22-63-025, "City of Camden Transit Planning Program" as part of the COMMISSION's Fiscal Year 2022 Unified Planning Work Program, which is effective July 1, 2021, hereinafter referred to as the PROJECT; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated; and

WHEREAS, consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT, provide oversight of the PROJECT and be administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in: (1) this AGREEMENT; (2) Exhibit A, the Standard Articles of Agreement for Subrecipients; (3) Exhibit B, Scope of Services, Fiscal Year 2022 Unified Planning Work Program description entitled, "City of Camden Transit Planning Program"; and (4) Exhibit C, Budget Proposal. Exhibit A, Exhibit B, and Exhibit C are attached hereto and are incorporated by reference.

1.2 During the term of this AGREEMENT, all requests to modify, change, or make an addition to the AGREEMENT shall be made in writing to the COMMISSION in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

1.3 All modifications, changes, and/or additions to this AGREEMENT shall be effectuated in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients and shall not be binding unless approved in writing by the COMMISSION.

Section 2: PROJECT Funding

2.1 The total PROJECT budget shall be Thirty-Six Thousand Seven Hundred Forty-Seven Dollars (\$36,747) with approved funding as follows:

Funds Provided by AGENCY: \$20,800
SUBRECIPIENT Local Match: \$15,947
Total Amount: \$30,000

Agency	Source of Funds	Date	Amount
New Jersey Department of Transportation	Federal Transit Administration	July 1, 2021	\$20,800
Total Amount			\$20,800

Section 3: Contract Amount and Payment Terms

3.1 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed Twenty Thousand Eight Hundred Dollars (\$20,800). Payment to the SUBRECIPIENT for work performed shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT's spending will be in accordance with the attached budget proposal, Exhibit C.

A. If SUBRECIPIENT intends to utilize any external consultant(s) to perform work in furtherance of the PROJECT, SUBRECIPIENT shall provide an anticipated cost for each external consultant in the Budget Proposal. Upon selection of any external consultant(s), SUBRECIPIENT shall notify the COMMISSION in writing indicating the selected external consultant(s) and provide a modified Budget Proposal including a separate budget proposal for the consultant(s). Upon review, the COMMISSION will provide written notification informing that the modified Budget Proposal has been approved and will be incorporated to this AGREEMENT as outlined in in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

3.3 The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

3.4 As outlined in Article 6.1 in the Standard Articles of Agreement for Subrecipients, Exhibit A, SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org.

- A. All invoices must consist of:
1. Assigned cover page with the total reimbursement request amount;
 2. Breakdown of costs as per the contract pricing proposal format with staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
 3. Receipts for Direct Expenses;
 4. Copies of all subconsultant invoices; and
 5. Progress Report for the Reporting Period.

Section 4: Administration of AGREEMENT

4.1 The Executive Director of the COMMISSION, or his/her designee shall be the authorized agent to act on behalf of the COMMISSION in the administration of this AGREEMENT, and shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this AGREEMENT.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this AGREEMENT and in the negotiation of matters arising out of this AGREEMENT.

Section 5: Time of Performance

5.1 As the PROJECT start date is July 1, 2021, the effective date of the COMMISSION's Fiscal Year 2022 Unified Planning Work Program, SUBRECIPIENT may commence work as of that date. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2022.

Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT inform the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Title VI Policy & Self-Certification

7.1 The COMMISSION has adopted the following policy statement as part of its Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

The COMMISSION further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that the COMMISSION distributes federal aid funds to another entity, THE COMMISSION will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds. The COMMISSION's Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

The COMMISSION acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

The COMMISSION requires verification of the compliance of SUBRECIPIENT with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance for all new contracts entered into by the COMMISSION. The COMMISSION reserves the right to conduct subsequent Title VI compliance reviews on any SUBRECIPIENT during a contract.

7.2 As part of its verification of compliance with Title VI, the COMMISSION requires the following Self-Certification. All duly authorized representatives of the SUBRECIPIENT must certify that:

A. The SUBRECIPIENT understands that compliance with Title VI of the Civil Rights Act of 1964 {42 U.S.C. 2000d}, the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.

B. During the performance of this contract, the SUBRECIPIENT, for itself, its assignees, and successors in interest, agree as follows:

1. Compliance with Regulations

The SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SUBRECIPIENT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Procurement of Materials & Equipment

In all solicitations either by competitive bidding or negotiations made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SUBRECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to appropriate federal or state agency as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the SUBRECIPIENT noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to, withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontractor or procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SUBRECIPIENT may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States

C. The SUBRECIPIENT will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

Section 8: Special Conditions:

8.1 By executing this AGREEMENT, the SUBRECIPIENT hereby specifically agrees to Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances of Exhibit A, the Standard Articles of Agreement for Subrecipients.

8.2 Electronic, digital, or pdf signatures delivered by email shall constitute a legal and binding signature to this AGREEMENT.

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this AGREEMENT as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

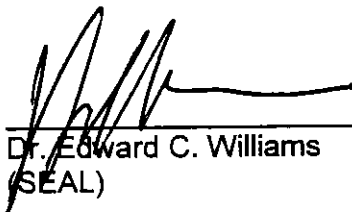
(SEAL)

By: _____
Barry Seymour, Executive Director

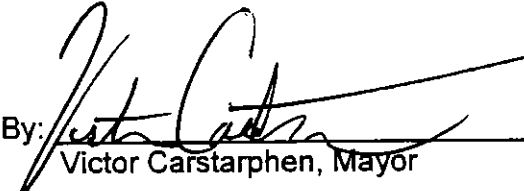
Date: _____

ATTEST/WITNESS:

CITY OF CAMDEN, NEW JERSEY



Dr. Edward C. Williams
(SEAL)

By: 

Victor Carstarphen, Mayor

Date: _____

Federal Information:

Type of Grant: Department of Transportation (FTA)
Program: Metropolitan Transportation Planning
CFDA Number: 20.505 (FTA)
Federal Funds: \$20,800

Exhibit A

Standard Articles of Agreement for Subrecipients



Standard Articles of Agreement for SUBRECIPIENT

Revision Date: May 2011

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Article 1: Responsibilities and Services of the SUBRECIPIENT

- 1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.
- 1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the AGREEMENT and Exhibit "B", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.
- 1.3 The SUBRECIPIENT hereby agrees to administer the AGREEMENT in compliance with all applicable law and in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this AGREEMENT at any particular time.
- 1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT. Although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise, the giving of such advice shall not shift the responsibility for final decisions to the COMMISSION and/or the AGENCY.
- 1.5 The SUBRECIPIENT hereby agrees to furnish its services in accordance with this AGREEMENT and all applicable professional standards. All of the services specified by this AGREEMENT shall be performed by the SUBRECIPIENT and its employees or contractor under the supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION.

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations, liabilities to any contractor or any other person not party to this AGREEMENT.

- 1.6 The personnel required to perform the services specified by this AGREEMENT shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this AGREEMENT shall be fully qualified and authorized or permitted under Federal, State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION. For any major changes in personnel including changes of personnel who are named in any grant application, the SUBRECIPIENT will submit their request in writing prior to any planned personnel changes.

1.7 The SUBRECIPIENT is required to be in compliance with the COMMISSION'S SUBRECIPIENT Monitoring Policy for risk assessment of grants to determine appropriate monitoring activities and frequency of progress report submission. The SUBRECIPIENT must complete and certify the pre-award risk assessment form, See Attachment 1. SUBRECIPIENT shall also submit summary progress reports, in accordance with the risk level assessment which will be communicated by the COMMISSION. The SUBRECIPIENT must submit progress reports, invoices, and supporting documents to the COMMISSION no later than thirty (30) days after the close of the preceding quarter unless otherwise directed. These reports shall be in narrative form, divided by tasks as specified in the Scope of Services. These reports shall include the percentage of progress for each project for the specified time period and be up-to-date. When applicable, these reports shall indicate when established goals are not met, or when a delay has occurred or is anticipated. If there are difficulties encountered, the report must include a narrative description and the SUBRECIPIENT's proposed solution(s) to the issue(s).

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this AGREEMENT, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be focused on the nature and objectives of the PROJECT, report findings and final recommendations and be in a form reasonably acceptable to the COMMISSION.

1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this AGREEMENT, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands unless COMMISSION and/or AGENCY elect otherwise. The sole legal recourse for SUBRECIPIENT lies with COMMISSION as outlined in Article 9: Disputes

and there shall be no claims, demands, or any recourse with the AGENCY or any federal agency.

- 1.11 None of the services specified by this AGREEMENT shall be subcontracted by the SUBRECIPIENT without prior approval of the COMMISSION.
- 1.12 All subcontracts entered into by the SUBRECIPIENT shall contain or otherwise reference and incorporate all of the provisions of these Standard Articles of Agreement.
- 1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third-party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved.

Article 2: Assignability

- 2.1 The SUBRECIPIENT shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION.

Article 3: Oversight

- 3.1 In order for the COMMISSION to meet its obligations to the AGENCY, COMMISSION will have general oversight over the content and technical quality of the services performed as specified by this AGREEMENT.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the PROJECT shall:

- 4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to ensure that all activities in its Program are compatible and interrelated.
- 4.2 Provide basic technical assistance to the SUBRECIPIENT required during the development of the PROJECT.
- 4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.

- 4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.
- 4.5 Conduct a review of the administration of the PROJECT, as appropriate, to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this AGREEMENT.
- 4.6 Ensure that all procedures and records will be maintained in conformance with Federal and State Audit Standards and Regulations.

Article 5: Changes and Amendments

- 5.1 All modifications, changes, corrections, and/or additions to this AGREEMENT shall not be binding unless approved in writing by an authorized representative of the COMMISSION.
- 5.2 All requests along with supporting documentation for any modifications, changes, corrections, and/or additions to this AGREEMENT shall be in writing at least 45 days in advance of when the request should take effect and sent to the COMMISSION's authorized agent:

Sonia Lee, Esq.
Manager, Office of Contracts & Purchasing
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520
slee@dvrpc.org

- 5.3 Written approvals may be in the form of an email, letter amendment or a formal supplement agreement which will require formal execution and will be made part of the AGREEMENT.

Article 6: Compensation and Method of Payment

- 6.1 SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org. Each invoice shall consist of:
 - a. A signed cover page with the total reimbursement request amount;
 - b. Breakdown of costs as per the contract pricing proposal format; Please include staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
 - c. Receipts for Direct Expenses;
 - d. Copies of all subconsultant invoices; and
 - e. Progress Report for the Reporting Period.

6.2 Allocability of PROJECT costs shall be in accordance with the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be in accordance with generally accepted accounting principles (GAAP) and 2 C.F.R. 200.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the SUBRECIPIENT (i.e., the price paid minus any refunds, rebates or discounts).
- f. The SUBRECIPIENT may not delegate or transfer his responsibility for the use of the funds set forth in this AGREEMENT.
- g. Overhead and fringe rates are final based on invoiced bills.

Costs must conform to all applicable law including Federal Regulations. Specifically, Costs must adhere to 2 C.F.R. 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For-private organizations, Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" may apply.

6.3 The SUBRECIPIENT shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.4 Compensation and method of payment are subject to all special conditions set forth in the Special Conditions Section of this AGREEMENT.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this AGREEMENT, the COMMISSION shall thereupon have the right to terminate this AGREEMENT.

7.2 The COMMISSION shall have the right to terminate this AGREEMENT for convenience whenever the COMMISSION shall determine that such termination is in the best interests of the COMMISSION.

7.3 This AGREEMENT shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this AGREEMENT.

7.4 The COMMISSION shall confirm such termination in writing. The effective date of the termination shall be the date of notification. Upon notification of

termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately.

- 7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT or their consultants shall, at the option of the COMMISSION, become the property of the COMMISSION. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- 7.6 Notwithstanding any provision to the contrary the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this AGREEMENT by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this AGREEMENT is determined.
- 7.7 Prior to termination for cause, the SUBRECIPIENT shall be provided official notice in writing and an opportunity to cure. SUBRECIPIENT shall respond within five (5) days of the date of the official notice and must include a detailed plan of action to cure the cause and/or default of any term of this AGREEMENT. SUBRECIPIENT will have ten (10) days from the date of the official notice to implement plan of corrective action.
- 7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.
- 7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this AGREEMENT. If, during the development of the PROJECT, conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination and direct the correspondence to:

Executive Director
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520

If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this AGREEMENT, the COMMISSION may enter into a termination agreement

or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this AGREEMENT, or annul the AGREEMENT pursuant to this Article.

- 7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this AGREEMENT. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

- 8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered suspended or stopped by the COMMISSION
- 8.2 Work stoppages may be required at the discretion of COMMISSION, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this AGREEMENT, realignment of programs, and lack of adequate funding or advancements in the state-of-the-art.
- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
 - b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.
- 8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and will be modified if appropriate in the sole discretion of the COMMISSION. Any modifications are at the discretion of the COMMISSION. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.

- 8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:
- a. cancel the stop-work order, in full or in part;
 - b. eliminate the work covered by such order; or
 - c. authorize resumption of work.
- 8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the AGREEMENT shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:
- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
 - b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.
- 8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this AGREEMENT.
- 8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.
- 8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this AGREEMENT.

Article 9: Disputes

- 9.1 Except as otherwise provided by law, or this AGREEMENT, any dispute arising under this AGREEMENT shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.

- 9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article 10: Arbitration

- 10.1 Any dispute between the parties to this AGREEMENT, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.
- 10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.
- 10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements

a. Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all SUBRECIPIENTS with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party Subrecipients at ant tier under the PROJECT with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related nondiscrimination statutes and regulations in all programs and activities. DVRPC's website, www.dvrpc.org, may be translated into multiple languages. Publications and other public documents can be made available in alternative languages and formats, if requested. DVRPC public meetings are always held in ADA-accessible facilities, and in transit-accessible locations when possible. Auxiliary services can be provided to individuals who submit a request at least seven

days prior to a public meeting. Requests will be accommodated to the greatest extent possible. Any person who believes they have been aggrieved by an unlawful discriminatory practice by DVRPC under Title VI has a right to file a formal complaint. Any such complaint may be in writing and filed with DVRPC's Title VI Compliance Manager and/or the appropriate state or federal agency within 180 days of the alleged discriminatory occurrence. For more information on DVRPC's Title VI program or to obtain a Title VI Complaint Form, please visit: www.dvrpc.org/GetInvolved/TitleVI, call (215) 592-1800, or email public_affairs@dvrpc.org.

b. Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party SUBRECIPIENTS at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e: 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. SUBRECIPIENT agrees that full consideration will be given to all eligible, qualified applicants without regard to age, ancestry, color, disability, domestic or sexual violence victim status, ethnicity, familial status, gender identity or expression, genetic information, marital status, medical condition (including pregnancy), national origin, race, religion, sex, or sexual orientation; or any other basis protected by federal, state, or local law. Minority, female, and disabled applicants are encouraged to apply.
- ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the AGREEMENT. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

c. Disadvantaged Business Enterprise (DBE) Program

- i. The SUBRECIPIENT hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding

Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 26.

- ii. The SUBRECIPIENT agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The SUBRECIPIENT agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the SUBRECIPIENT is required by AGENCY regulations to have a DBE program, the DBE program must be in compliance with COMMISSION DBE Policy. The COMMISSION DBE Policy is incorporated by reference and made a part of this AGREEMENT. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notifying the SUBRECIPIENT of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

d. Nondiscrimination on the Basis of Age

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107 and implementing regulations, which prohibit discrimination on the basis of age.

e. Access Requirements for Persons with Disabilities

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. §5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.
- ii. USDOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 CFR part 27.
- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 CFR Part 1192 and 49 CRF Part 38.
- iv. US Department of Justice regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 CFR Part 35.
- v. US Department of Justice regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities, 28 CFR Part 36.
- vi. US General Services Administration regulations, Accommodations for the Physically Handicapped, 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act, 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled, 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, Transportation for Elderly and Handicapped Persons, 49 CFR part 609.
- x. Any implementing requirements the FTA may issue.

Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

- f. Confidentially and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, Political Activity of State and Local Officers or Employees, Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. No funds under this AGREEMENT shall be used for any partisan political activity or to furnish the election or defeat of any candidate for public office.

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et. seq.).

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- b. Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties.

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "A Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

11.9 Comprehensive Environmental Response, Compensation, & Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§ 9601 et seq.

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

11.11 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the regulations of the AGENCY, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this AGREEMENT.

11.12 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this AGREEMENT, including procurement of materials which shall be secured in compliance with 2 CFR 200, AGENCY regulations, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this AGREEMENT, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the incorporation of provisions outlined in Article 11: Federal Requirements, SUBRECIPIENT shall be required to incorporate all applicable provisions outlined in Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances.

Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances

By executing this AGREEMENT, the SUBRECIPIENT, HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through **Federal Highway Administration ("FHWA")**, **Federal Transit Administration ("FTA")**, and **Federal Aviation Administration ("FAA")**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);

- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the SUBRECIPIENT receives Federal financial assistance from DOT, including the FHWA, FTA, and/or FAA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the SUBRECIPIENT, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the SUBRECIPIENT agrees with and gives the following Assurances with respect to its Federally assisted activities as identified in the Unified Planning Work Program of the COMMISSION:

1. The SUBRECIPIENT agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The SUBRECIPIENT will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all activities as identified in the Unified Planning Work Program of the COMMISSION and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"SUBRECIPIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this

invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The SUBRECIPIENT will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The SUBRECIPIENT will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a SUBRECIPIENT.
5. That where the SUBRECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the SUBRECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the SUBRECIPIENT will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the SUBRECIPIENT with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the SUBRECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the SUBRECIPIENT, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the SUBRECIPIENT retains ownership or possession of the property.
9. The SUBRECIPIENT will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of

Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this AGREEMENT and agreeing to the terms of this ASSURANCE, **SUBRECIPIENT** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **DOT**. You must keep records, reports, and submit the material for review upon request to **DOT**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

SUBRECIPIENT gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **COMMISSION's Unified Planning Work Program**. This ASSURANCE is binding on the **Commonwealth of Pennsylvania and the State of New Jersey**, other **SUBRECIPIENTS**, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the various activities as identified in the **Unified Planning Work Program of the COMMISSION**.

12.1 APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **FHWA, FTA, and/or FAA**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations,

including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the SUBRECIPIENT or the **FHWA, FTA, and/or FAA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the SUBRECIPIENT will impose such contract sanctions as it or the **FHWA, FTA, and/or FAA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the SUBRECIPIENT to enter into any litigation to protect the interests of the SUBRECIPIENT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.2 APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of the COMMISSION's Unified Planning Work Program, and the policies and procedures prescribed by the FHWA, FTA, and/or FAA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto SUBRECIPIENT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto SUBRECIPIENT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on SUBRECIPIENT, its successors and assigns.

SUBREICIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that SUBRECIPIENT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the

Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

12.3 APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by DVRPC pursuant to the provisions of Assurance 7(a):

A. The (*grantee, lessee, permittee, etc. as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [*in the case of deeds and leases add "as a covenant running with the land"*] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.4 APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **DVRPC** pursuant to the provisions of Assurance 7(b):

- A. The (*grantee, licensee, permittee, etc., as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (*in the case of deeds and leases add, "as a covenant running with the land"*) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (*grantee, licensee, lessee, permittee, etc.*) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.

12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 12.6 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid SUBRECIPIENTS, and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Article 13: Interest of Members of the COMMISSION and Others

- 13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this AGREEMENT or the proceeds thereof.

Article 14: Interest of the SUBRECIPIENT

- 14.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this AGREEMENT. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

Article 15: Interest of Members of Congress

- 15.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT, or to any benefit therefrom.

Article 16: Audit and Inspection of Records

- 16.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this AGREEMENT in accordance with generally accepted accounting principles and procedures. All costs charged against this AGREEMENT shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The

SUBRECIPIENT shall permit and shall require its contractor to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this AGREEMENT. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this AGREEMENT, are subject to audit by the COMMISSION.

- 16.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.
- 16.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this AGREEMENT for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period.
- 16.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.
- 16.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this AGREEMENT.

Article 17: Identification of Documents

- 17.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part

through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or a policy of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 18: Publicity

- 18.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION's Office of Communications and Engagement. Press release and public dissemination requests should be sent to public_affairs@dvrpc.org. Any and all press releases shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 19: Rights in Data, Copyrights, and Disclosure

- 19.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this AGREEMENT by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and
- (2) any rights of copyright to which SUBRECIPIENT or contractor at any tier, purchases ownership financed under this AGREEMENT.
- 19.2 Definition. The term "data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this AGREEMENT. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.
- 19.3 Data submitted to and accepted by the COMMISSION under this AGREEMENT shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.
- 19.4 No data developed or prepared in whole or in part under this AGREEMENT shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this AGREEMENT. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.

- 19.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.
- 19.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

Article 20: Confidentiality

- 20.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this AGREEMENT that are of direct interest to the COMMISSION.
- a. The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
 - b. When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.
- 20.2 After the AGREEMENT period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 21: Patent Rights

- 21.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or SUBRECIPIENT, in the course of, in connection with, or under the terms of this AGREEMENT, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third-party contract as described in the U. S. Department of Commerce regulations A Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements 37 C.F.R. Part 401.

Article 22: Liquidated Damages

- 22.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the AGREEMENT amount from Federal funds made available under this AGREEMENT, to be used as a set off for reimbursing the COMMISSION for the cost to administer this AGREEMENT should performance extend beyond the period of performance set forth in the Time of Performance Section of this AGREEMENT.
- 22.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this AGREEMENT. These liquid damages are to compensate the COMMISSION for delay and do not limit the COMMISSION from any other applicable recovery for damages. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.
- 22.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage.
- 22.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 23: Invoice Forms and Payroll Records

- 23.1 Invoice forms used by the SUBRECIPIENT should be in compliance with Article 6 hereof are attached hereto. Invoices must be approved by SUBRECIPIENT project manager.
- 23.2 Payroll records submitted by the SUBRECIPIENT should agree with the total personnel cost of the invoice and be approved by the SUBRECIPIENT project manager

Article 24: Certification of Non-collusion

- 24.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:
- a. been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this AGREEMENT, employed or retained or agreed to employ or retain, any firm or person;
 - b. been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and

- SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this AGREEMENT;
- c. acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 25: Restrictions on Lobbying

24.2 The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 26: Entire Agreement

26.1 The AGREEMENT Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- a. No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- b. Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

Exhibit B

**Scope of Services, Fiscal Year 2022 Unified Planning Work Program Description
entitled "City of Camden Transit Planning Program"**

PROJECT: 22-63-025 City of Camden Transit Planning Program

Responsible Agency: City of Camden

Program Coordinator: Amy Bernknopf, Kwan Hui

Goals:

To improve efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program.

Description:

This project will enhance the mobility of the residents of the City of Camden by providing comprehensive planning, programming, monitoring, and coordination of transit services in Camden.

Tasks:

Task 1: Administration:

1. Administer the project and prepare required invoices and progress reports.

Task 2: Planning and Programming

1. Monitor and provide input for NJ Transit and PATCO capital projects within the City of Camden.
2. Promote transit initiatives in the City of Camden as they pertain to residents, employees, employers, developers, and event spaces.
3. Evaluate upcoming land development and recommend measures to increase transit use.

Task 3: Coordination

1. Provide input into NJ Transit operating budgets and determine impacts on fares, subsidies, and levels of service.
2. Participate in activities of the Cross County Connection TMA.
3. Maintain liaison with NJ Transit, PATCO, NJDOT, and other transit service providers in the City of Camden.

Products:

1. Quarterly progress reports and invoices.
2. Closing report.
3. TSP Work Program for next fiscal year.

Beneficiaries:

New Jersey TMAs, NJDOT, and commuters in the DVRPC region in New Jersey.

Project Cost and Funding:

FY	Total	Highway Program	Transit Program	Comprehensive Planning	Other *
2021	\$36,747		\$20,800		\$15,947
2022	\$36,747	\$0	\$20,800	\$0	\$15,947

*\$15,947 Match (\$5,200 for 22-63-025, \$10,747 for special studies projects)

Exhibit C
Budget Proposal

FY 22 BUDGET PROPOSAL



ENTITY NAME: City of Camden

PROJECT NUMBER: 22-63-025

SUBMITTED BY (name and title): Dr. Edward Williams, Director of Planning & Development

DATE SUBMITTED: 6/1/21

1. DIRECT LABOR- Specify employee name and title	# Hours	Hourly Rate	Estimated Cost (FOR ALL TASKS)
Edward C. Williams	126	\$ 54.19	\$ 6,827.94
Jose Mendez	120	\$ 31.88	\$ 3,825.60
Tytanya Ray	120	\$ 48.71	\$ 5,845.20
Stephanie Walker	120	\$ 19.46	\$ 2,335.20
Orion Joyner	130	\$ 59.60	\$ 7,748.00
June Morton	120	\$ 39.81	\$ 4,777.20
Angela Miller	120	\$ 44.91	\$ 5,389.20
			\$ -
			\$ -
			\$ -
SUB-TOTAL			\$ 36,748.34
2. FRINGE & OVERHEAD:	Rate	Base	Estimated Cost
Fringe		\$ 36,748.34	\$ -
Overhead		\$ 36,748.34	\$ -
SUB-TOTAL			\$ -
TOTAL DIRECT LABOR, FRINGE & OVERHEAD			\$ 36,748.34
3. NONLABOR EXPENSES:	Estimated Cost		
Materials/Supplies			
Travel (max of 15% of budget total)			
Training			
SUB-TOTAL			\$ -
FY 22 UPWP BUDGET TOTAL			\$ 36,747.00
LESS: MATCH AMOUNT			\$ (15,947.00)

5-11
MBS:dh
09-14-21

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A NJDOT FY 2019 AWARD IN
THE AMOUNT OF \$1,000,000.00, FOR USE IN CONNECTION WITH THE 2019
RESURFACING OF VARIOUS STREETS PROJECT**

WHEREAS, the City of Camden applied for and received a New Jersey Transportation Trust Fund (Municipal Aid) from the NJDOT in the amount of \$1,000,000.00; and

WHEREAS, the grant proceeds will be used in connection with the FY2019 Resurfacing of Various Streets Project; and

WHEREAS, the City desires to accept the award from the NJDOT; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the New Jersey Transportation Trust Fund (Municipal Aid) from NJDOT in the amount of \$1,000,000.00.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such award.

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

Date of Introduction: September 14, 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

WALK-ON!!!

Council Meeting Date: September 14, 2021

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

DATE: August 26, 2021

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the Acceptance of a NJDOT, FY 2019 award (in the amount of \$1,000,000.00), for use in connection with the 2019 Resurfacing of Various Streets project.

BRIEF DESCRIPTION OF ACTION: Council authorization to Accept FY 2019 Resurfacing of Various Streets funds are requested to appear as a walk-on for the above scheduled meeting. By correspondence dated 5/23/19, the NJDOT, has awarded the City \$1,000,000.00 in Municipal Aid & Urban Aid funding. Project to be known as "2019 Resurfacing of Various Streets." This action will authorize formal acceptance of the funds.

BIDDING PROCESS: N/A

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

	Date	Signature
Approved by Relevant Director:	<u>8/30/21</u>	<u>[Signature]</u>
Approved by Grants Management:	<u>8/30/21</u>	<u>[Signature]</u>
Approved by Finance Director:	<u>8/30/21</u>	<u>[Signature]</u>
☐ CAF - Certifications of Availability of Funds		(If applicable)
Approved by Purchasing Agent:		
Approved by Business Administrator:	<u>8/31/21</u>	<u>[Signature]</u>
Received by City Attorney:	<u>9/1/21</u>	<u>[Signature]</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
GRANT APPROVAL FORM**

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

PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT FOR THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION.

Acceptance of funds for FY 2019 Resurfacing of Various Streets project, in the amount of \$1,000,000.00

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Orion Joyner
Title	Municipal Engineer
Telephone Number	(856) 757-7680
Email	OrionJ@ci.camden.nj.us

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

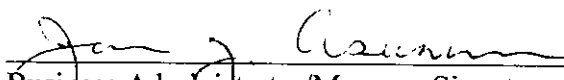
N/A

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

N/A

Mayor's Signature

Date _____



Business Administrator/Manager Signature

Date 8-31-21

Name, email and fax of contact person for this form:

For LGS use only:

☐ Approved

☐ Denied

Director or Designee,
Division of Local Government Services

Date _____

Number Assigned _____

Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form

Department: Planning & Development Revised: 8/26/2021
 Capital Improvements/Project Management

Grant Administrator: Tytanya C. Ray Grant Administrator #: 757-7628

Grant/Project Name:		2019 Resurfacing of Various Streets			
Grant #:		Pending			
City Contract Date:		pending	City Contract #:		Pending
Application Resolution #:		pending	Appropriation Code #:		Pending
Funding Source:		FY 2019 NJDOT Transportation Trust Fund Authority (TTFA)- Municipal Aid			
Pass Through:	Y	☒ N	Source:		
Amount of Grant:		~~\$9,778,507.00~~ (pending) \$1,000,000.00			
Local Match:	Y	☒ N	Cash:		In-Kind
Budget Insertion Resolution # & Date:		Pending	Accepting Grant Resolution # MC:		Pending
Term of Grant:		Pending	Location of Activity:		Pending
Date of Analysis:		8/26/21	Reviewed By:		Tytanya C. Ray

Summary: 8/26/2021: Council approval is requested for the following actions in connection with the FY 2019 Resurfacing of Various Streets project:

- Acceptance of NJDOT award in amount of \$1,000,000.00
- Insert NJDOT funds in amount of \$1,000,000.00 into City Budget

12/18/18: On behalf of the City, the Department of Planning & Development, Division of Capital Improvements/Project Management will be applying for FY 2019 NJDOT Transportation Trust Fund Authority (TTFA) Municipal Aid for Design, Construction and Inspection of a Roadway Improvement project in the City of Camden. Council action authorizing submission of an application for funding is requested for the February 12, 2019 Council meeting.

Project Limits: TO BE DETERMINED

Street

From

To

Timelines: pending

Problem Areas/Recommendations: Pending

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)

Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form



State of New Jersey
DEPARTMENT OF TRANSPORTATION
Region South Headquarters
One Executive Campus
Route 70
Cherry Hill, New Jersey 08002

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

May 23, 2019

Honorable Francisco Moran
Mayor, Camden City
PO Box 95120
520 Market Street, City Hall, 4th Floor
Camden, NJ 08101-5120

Re: FY2019 Resurfacing of Various Streets
Camden City, Camden County
FY 2019 MA/UA Program

Dear Mayor Moran:

Enclosed is one copy of the executed Agreement approved by the Department of Transportation for the above referenced project in the amount of \$1,000,000.00.

This project will be funded from the New Jersey Transportation Trust Fund Authority Act. State participation in the cost of the project is limited to 100 percent of the cost of the completed construction work including construction supervision, inspection and material testing, or the amount of the allotment, whichever is less.

16:20B-6.2 Contract deadline: (a) Municipal local aid agreements using both formula allocations and urban aid allocations shall specify that a contract must be awarded by the municipality within 24 months from the date of grant notification. At any time, but at a minimum of 30 days prior to the 24-month deadline, a municipality may voluntarily cancel a municipal local aid agreement and release the funds back to the Department.

Failure to make an award by the contract deadline or to comply with the requirements of the Municipal Aid Regulations 16:20B and the Terms and Conditions of Grant Agreement for State Aid to Counties and Municipalities will jeopardize the use of State funds on this project. It is further noted that the project must be in compliance with the Americans with Disabilities Act, ADA, requirements for accessibility. The Municipal Aid Regulations and terms and conditions can be found on the Local Aid Website at: www.state.nj.us/transportation/business/localaid/pubs.shtml

Through the approval of this agreement and all future agreements, the sponsor is required to provide submission updates that are to be tracked through the on-line SAGE System. The Sponsor is also responsible for continued updates with respect to the construction administration/management phase of the project in the SAGE System. The preparation of contract documents shall use the 2007 Standard Specifications as amended by the 2011 Special Provisions for Local Aid Projects. All requirements of this program can be found in the State Aid Handbook, available at the above website.

If you have any questions regarding the above, please contact Edward Andrescavage of this office at 856-486-6779.

Sincerely,

Vincent Masciandaro
Project Management Specialist 3
District 4 Local Aid

Attachment

c: Municipal Clerk
Municipal Engineer

MBS:dh
09-14-21

R-12

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A NJDOT FY 2020 AWARD IN
THE AMOUNT OF \$1,052,864.00, FOR USE IN CONNECTION WITH THE 2020
RESURFACING OF VARIOUS STREETS PROJECT**

WHEREAS, the City of Camden applied for and received a New Jersey Transportation Trust Fund (Municipal Aid) from the NJDOT in the amount of \$1,052,864.00; and

WHEREAS, the grant proceeds will be used in connection with the FY2020 Resurfacing of Various Streets Project; and

WHEREAS, the City desires to accept the award from the NJDOT; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the New Jersey Transportation Trust Fund (Municipal Aid) from NJDOT in the amount of \$1,052,864.00.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such award.

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

Date of Introduction: September 14, 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

WALK-ON!!!

Council Meeting Date: September 14, 2021

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

DATE: August 26, 2021

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the Acceptance of a NJDOT, FY 2020 award (in the amount of \$1,052,864.00), for use in connection with the 2020 Resurfacing of Various Streets project.

BRIEF DESCRIPTION OF ACTION: Council authorization to accept FY 2020 Resurfacing of Various Streets funds are requested to appear as a walk-on for the above scheduled meeting. By correspondence dated 1/29/20, the NJDOT, has awarded the City \$1,052,864.00 in Municipal Aid & Urban Aid funding. Project to be known as "2020 Resurfacing of Various Streets." This action will authorize formal acceptance of the funds.

BIDDING PROCESS: N/A

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

	Date	Signature
Approved by Relevant Director:	8/26/21	[Signature]
Approved by Grants Management:	8/30/21	[Signature]
Approved by Finance Director:	8/30/21	[Signature]
☐ CAF - Certifications of Availability of Funds		(If applicable)
Approved by Purchasing Agent:		
Approved by Business Administrator:	8-31-21	[Signature]
Received by City Attorney:		[Signature]

(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
GRANT APPROVAL FORM**

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

PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT FOR THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION.

Acceptance of funds for FY 2020 Resurfacing of Various Streets project, in the amount of \$1,052,864.00

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Orion Joyner
Title	Municipal Engineer
Telephone Number	(856) 757-7680
Email	OrionJ@ci.camden.nj.us

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

N/A

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

N/A

Mayor's Signature

Date _____


Business Administrator/Manager Signature

Date 8.5.21

Name, email and fax of contact person for this form:

For LGS use only:

() Approved

() Denied

Director or Designee,
Division of Local Government Services

Date _____

Number Assigned _____

**Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form**

Department: Planning & Development Revised: 8/26/2021
Capital Improvements/Project Management

Grant Administrator: Tytanya C. Ray Grant Administrator #: 757-7628

Grant/Project Name:		2020 Resurfacing of Various Streets	
Grant #:		Pending	
City Contract Date:		pending	City Contract #: Pending
Application Resolution #:		pending	Appropriation Code #: Pending
Funding Source:		FY 2020 NJDOT Transportation Trust Fund Authority (TTFA)- Municipal Aid	
Pass Through:	Y	(N) Source:	
Amount of Grant:		~~\$2,733,064.36~~ (pending) \$1,052,864.00	
Local Match:	Y	(N) Cash:	In-Kind
Budget Insertion Resolution # & Date:		Pending	Accepting Grant Resolution # MC: Pending
Term of Grant:		Pending	Location of Activity: Pending
Date of Analysis:		8/26/21	Reviewed By: Tytanya C. Ray

Summary: 8/26/2021: Seeking Council approval for the following actions in connection with the FY 2020 Resurfacing of Various Streets project:

- Acceptance of NJDOT award in amount of \$1,052,864.00
- Insert NJDOT funds in amount of \$1,052,864.00 into City Budget

7/19/19: On behalf of the City, the Department of Planning & Development, Division of Capital Improvements/Project Management will be applying for FY 2020 NJDOT Transportation Trust Fund Authority (TTFA) Municipal Aid for Design, Construction and Inspection of a Roadway Improvement project in the City of Camden. Council action authorizing submission of an application for funding is requested for the August 13, 2019 Council meeting. **Walk-on needed because application was due and submitted on 7/18/19. Certified resolutions authorizing application are needed for submission to NJDOT.

Project Limits: TO BE DETERMINED

Street	From	To
Sheridan Street	10 th Street	Warsaw Street
Mitchell Street	27 th Street	29 th Street
Wayne Avenue	27 th Street	29 th Street
Cleveland Avenue	29 th Street	30 th Street
Line Street	9 th Street	Newton Avenue
Thurman Street	9 th Street	10 th Street
Somerset Street	Admiral Wilson Blvd.	Raritan Street
28 th Street	Federal Street	Westfield Avenue
N. 23 rd Street	Hayes Avenue	Pierce Avenue
Midvale Street	Marlton Avenue	Rand Street

**Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form**

28th Street

Westfield Avenue

Saunders Street

Timelines: pending

Problem Areas/Recommendations: Pending

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)



State of New Jersey
DEPARTMENT OF TRANSPORTATION
Region South Headquarters
One Executive Campus
Route 70
Cherry Hill, New Jersey 08002

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

January 29, 2020

Honorable Francisco (Frank) Moran
Mayor, Camden City
PO Box 95120
520 Market Street, City Hall, 4th Floor
Camden, NJ 08101-5120

Re: FY2020 Resurfacing of Various Streets
Camden City, Camden County
FY 2020 MA & UA Program

Dear Mayor Moran:

Enclosed is one copy of the executed Agreement approved by the Department of Transportation for the above referenced project in the amount of \$1,052,864.00.

This project will be funded from the New Jersey Transportation Trust Fund Authority Act. State participation in the cost of the project is limited to 100 percent of the cost of the completed construction work including construction supervision, inspection and material testing, or the amount of the allotment, whichever is less.

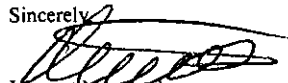
16:20B-6.2 Contract deadline: (a) Municipal local aid agreements using both formula allocations and urban aid allocations shall specify that a contract must be awarded by the municipality within 24 months from the date of grant notification. At any time, but at a minimum of 30 days prior to the 24-month deadline, a municipality may voluntarily cancel a municipal local aid agreement and release the funds back to the Department.

Failure to make an award by the contract deadline or to comply with the requirements of the Municipal Aid Regulations 16:20B and the Terms and Conditions of Grant Agreement for State Aid to Counties and Municipalities will jeopardize the use of State funds on this project. It is further noted that the project must be in compliance with the Americans with Disabilities Act, ADA, requirements for accessibility. The Municipal Aid Regulations and terms and conditions can be found on the Local Aid Website at: www.state.nj.us/transportation/business/localaid/pubs.shtm

Through the approval of this agreement and all future agreements, the sponsor is required to provide submission updates that are to be tracked through the on-line SAGE System. The Sponsor is also responsible for continued updates with respect to the construction administration/management phase of the project in the SAGE System. The preparation of contract documents shall use the current Standard Specifications as amended by the current edition of Special Provisions for Local Aid Projects. All requirements of this program can be found in the State Aid Handbook, available at the above website.

If you have any questions regarding the above, please contact Edward Andrescavage of this office at 856-414-8501.

Sincerely,


Vincent Mascandaro
Project Management Specialist 3
District 4 Local Aid

Attachment

c: Municipal Clerk
Municipal Engineer

ML#3685

AV:dh
09-14-21

R-13

RESOLUTION AUTHORIZING HOLDING AN ELECTRONIC TAX SALE

WHEREAS, the governing body of the City of Camden desires to have a electronic municipal tax sale for the City of Camden, pursuant to N.J.S.A. 54:5-19.1(a) on or about October 25, 2021; and

WHEREAS, the electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more competitive tax sale process; and

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

Date of Introduction: September 14, 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

Sept. 14th

Council Meeting Date: ~~August 10~~ , 2021

TO: Jason J. Asuncion, Esq. Business Administrator

DATE: July 1, 2021

FROM: Johanna Conyers-Harris, Director of Finance

Department Making Request: Department of Finance

TITLE OF RESOLUTION/ORDINANCE: HOLD AN ELECTRONIC TAX SALE

BRIEF DESCRIPTION: Resolution authorizing the Tax Collector to hold an electronic Tax Sale (online) according to NJSA 54:5-19.1, on a future date prior to the end of the 2021 calendar year.

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

AMOUNT: *(If applicable)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	4/2/21	(If applicable) _____
☐ CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	7.13.21	_____
Received by City Attorney:	7/27/21	Michelle Bassen

Prepared By: Michelle D. Hill *(mch)* x7003

Contact Person: Michelle D. 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.

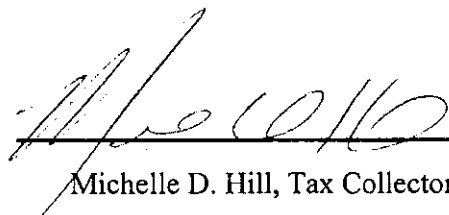
****Please attach all supporting documents****

City of Camden
Finance Department
Bureau of Revenue Collection

**CERTIFICATION BY
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following
titled Resolution, that is attached, to be presented to Council
for consideration, is correct to the best of my knowledge:

“RESOLUTION TO HOLD AN ELECTRONIC TAX SALE”


Michelle D. Hill, Tax Collector

7/1/21

Date

54:5-19.1 Electronic tax lien sales by municipalities.

1. a. Any provision of law to the contrary notwithstanding, a municipality may satisfy requirements of the "tax sale law," R.S.54:5-1 et seq., electronically through the use of any nationally recognized electronic municipal tax lien service, including, but not limited to, electronic publication of tax lien sale notices, electronic auctions, electronic payment for purchased liens, digital signature validation, or any other matters necessary for the conduct of electronic tax lien sales in accordance with rules, regulations and procedures promulgated by the Director of the Division of Local Government Services in the Department of Community Affairs in accordance with the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.).

b. Any tax sale notices required to be sent to a property owner or lienholder shall continue to be made by mail pursuant to the "tax sale law," R.S.54:5-1 et seq.

c. The director may authorize "electronic tax lien sale" pilot programs on a case-by-case basis upon application of individual municipalities prior to the director's promulgation of rules, regulations and procedures pursuant to subsection a. of this section.

L.2001,c.160,s.1.

AV:dh
09-14-21

6-14

**RESOLUTION AUTHORIZING A REFUND TO LIEN HOLDER
FIG NJ18, LLC**

WHEREAS, the lienholder made subsequent payment of taxes on the property located at 630A Berkley Street, Block/Lot-1411/11, the lien had been redeemed, but the amount was not collected during redemption of TSC #18-02549; and

WHEREAS, FIG NJ18, LLC is due a refund of the payment; and

WHEREAS, the Tax Collector has requested that City Council authorize her to refund the subsequent payment in the amount of \$561.49 to FIG NJ18, LLC; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Tax Collector is hereby authorized to issue a refund to PC 5 Reo, LLC for the tax payment as follows:

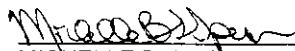
Refund to: FIG NJ18, LLC
PO Box 54472
New Orleans, LA 70154

Refund amount: \$561.49

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: September 14, 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: September 14, 2021

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

Date: August 4, 2021

FROM: Johanna Conyer, Director of Finance

Department Making Request: Finance-Revenue Collection

TITLE OF RESOLUTION/ORDINANCE: Resolution to refund and collect.

BRIEF DESCRIPTION OF ACTION: Resolution authorizing a refund to Fig NJ18, LLC in the amount of \$561.49 due to sub payment not being added to the lien. Also a resolution to collect \$561.49 from property owner by way of special charges for block/lot 1411/11 Qual. -c0030- - (630A Berkley St).

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): (If applicable)

AMOUNT: \$561.49

☐

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:	8/10/21	(If applicable)
☐ CAF - Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	8-10-21	Jason J. Asuncion
Received by City Attorney:	8/17/21	Michael B. Brown

	<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By:	Michelle Hill	7003
Contact Person:	Latricia Robinson	7003

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

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

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

City of Camden
Finance Department
Bureau of Revenue Collection

**CERTIFICATION BY
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following
titled Resolution, that is attached, to be presented to Council
for consideration, is correct to the best of my knowledge:

“RESOLUTION TO REFUND AND COLLECT”

A handwritten signature in cursive script, appearing to read 'Michelle Hill', written over a horizontal line.

Michelle D. Hill, Tax Collector

8/4/21

Date

July 28, 2021
12:20 PM

CAMDEN CITY
Tax Account Detail Inquiry

Page No: 1

BLQ: 1411. 11. -C0030- - Tax Year: 2020 to 2021
Owner Name: BRANCH, LESLIE I & BACON JR, NORRIS Property Location: 630A BERKLEY ST

Tax Year: 2020	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	392.50	392.49	460.99	375.82	1,621.80
Payments:	392.50	392.49	460.99	375.82	1,621.80
Balance:	0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2020 Prin Balance
		Description								
		Original Billed						1,621.80		1,621.80
03/13/20	1	Payment	OLP	12569	CK	132114	93 KAH	392.50	8.24	1,229.30
		FCI FUNDING 2019-1								
06/15/20	2	Payment	001	12929	CK	132610	326 CP1	392.49	10.01	836.81
		LH								
12/11/20	3	Payment	001	wire	CK	133653	24 CP1	460.99	30.66	375.82
		wire								
12/11/20	4	Payment	001	wire	CK	133653	25 CP1	375.82	8.08	0.00
		wire								

Tax Year: 2021	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	405.45	405.45	0.00	0.00	810.90
Payments:	405.45	0.00	0.00	0.00	405.45
Balance:	0.00	405.45	0.00	0.00	405.45

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2021 Prin Balance
		Description								
		Original Billed						810.90		810.90
03/24/21	1	Payment	OLP	16880	CK	134174	81 KAH	405.45	10.74	405.45
		FCI FUNDING 2019-1LL								

Total Principal Balance for Tax Years in Range: 405.45

Miscellaneous Payments for Date Range 01/01/20 to 12/31/21:

Date	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	Total
	Description								
06/15/20	Payment	002	12929	CK	132610	327 CP1	0.00	40.00	40.00
	TAX SALE COST								
12/11/20	Payment	002	wire	CK	133653	26 CP1	0.00	17.51	17.51
	TAX SALE COST								

57.51

July 28, 2021
12:21 PM

CAMDEN CITY
Special Charges Detail Inquiry

Page No: 1

Account Id: 20-03723 Block/Lot/Qual: 1411. 11. -C0030- - Type: CCMUA
Starting Date: 0 Ending Date: 07/28/21

Trans Date	Trans Type	Year/Prd	Code	Principal	Install Interest	Interest	Prin Balance	Batch Id
06/15/20	Payment CK: 12929 LH	2020/ 2	099	109.50		9.49	109.50-	CP1
06/22/20	Adjustment Tax Sale	2020/ 2	071	109.50		0.00	0.00	

Interest As of 07/28/21 0.00

Total Balance 0.00

FCI FUNDING 2019-1, LLC

12929

Affidavit Payment for Subsequent Charges

FIG LID # - 1083508

Municipality: Camden City (Camden County), New Jersey

Date: 6/12/2020

BLR: 1411. 11.

C0030

LH

Date: 06/15/20 02:15 PM CP1

Amt: 561.49 CK#:12929

Ref Num: 132610 Seq: 325 to 327

I FIG as Custodian for FIG NJ18, LLC and Secured Party hereby certify that I have paid subsequent municipal charges on Tax Sale Certificate Number 18-02549 with Interest Thru 6/12/2020.

Block: 1411

Lot: 11

Qual: C0030

Acct:

Subsequent Property Taxes with Interest: Amount: \$561.49

Subsequent Water Charges with Interest: Amount:

Subsequent Sewer Charges with Interest: Amount:

Subsequent Utility Charges with Interest: Amount:

Subsequent Special Charges with Interest: Amount:

Tax Collector- Please sign & stamp below:

Print Name: Mark Gonzalez



Email: ar@figadvisors.com

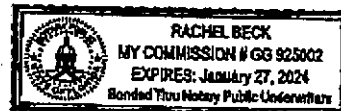
Fax: 904-758-5311

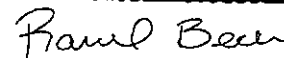
State of: FLORIDA

County of: DUVAL

The foregoing instrument was acknowledged before me on 6/12/2020, by Mark Gonzalez.

Notary Public- State of Florida





Personally Known Yes

Produced Identification

Type of Identification

Print Notary Name: Rachel Beck

My Commission Number is: #GG925002

My Commission Expires: 1/27/2024

FIG LID # - 1083508

FIG NJ18, LLC | PO Box 54472 | New Orleans LA 70154-4472

May 27, 2021
11:58 AM

CAMDEN CITY
Lien Redemption Work Sheet - Certificate: 18-02549

Page No: 1

Certificate: 18-02549
Prop Loc: 630A BERKLEY ST

Owner: BRANCH, LESLIE I & BACON JR, NORRIS
Address: 630A BERKLEY STREET
CAMDEN, NJ 08103

Type of Lien: Outside
Interest Rate: 0.00
Apr 2: N
Premium: 200.00

Block/Lot/Qual: 1411.
Sale Date: 06/18/18
Redemption Calculation Date: 05/27/21
Include Current Charges: N

11. -C0030- -
Holder Name: FIG CUST FOR FIG NJ18 LLC
Address: PO BOX 54472
NEW ORLEANS, LA 70154

Holder Id: 40082

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Tax	783.39	8.55	791.94
		Cost: 90.84	
		Total Certificate:	882.78
#Days: 1059 Per Diem:	0.000000	Int on Cert:	0.00
		Redemption Penalty (2.00 %):	17.66
		Total:	900.44

001
37.78

SUBSEQUENT CHARGES:

Balance Type	Year	Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
Tax	2018	3	10/02/18	396.90	8.00	0.088200	955	84.23	481.13
Tax	2018	4	03/21/19	220.32	8.00	0.048960	786	38.48	258.80
Tax	2018	4	03/21/19	190.11	18.00	0.095055	786	74.71	264.82
Tax	2019	1	03/21/19	400.06	18.00	0.200030	786	157.22	557.28
Tax	2019	2	06/17/19	414.27	18.00	0.207135	700	144.99	559.26
Tax	2019	3	09/24/19	395.64	18.00	0.197820	603	119.29	514.93
Tax	2019	4	12/03/19	392.55	18.00	0.196275	534	104.81	497.36
Tax	2020	1	03/13/20	400.74	18.00	0.200370	434	86.96	487.70
Tax	2020	4	12/09/20	893.06	18.00	0.446530	168	75.02	968.08
Tax	2021	1	03/24/21	416.19	18.00	0.208095	63	13.11	429.30
			Total:	4,119.84				898.82	5,018.66

BALANCE TYPE SUMMARY:

	Certificate Total & Subseq. Prin/Penalty	Interest	Total
Certificate Tax	791.94	0.00	791.94
Subseq Tax	4,119.84	898.82	5,018.66
Total Tax	4,911.78	898.82	5,810.60
Certificate Cost	90.84	0.00	90.84

LIEN REDEMPTION:

Principal: 5,002.62
Redemption Penalty (2.00 %): 17.66

CR

May 27, 2021
11:58 AM

CAMDEN CITY
Lien Redemption Work Sheet - Certificate: 18-02549

BLO: 1411. 11.
cashier ck
Date: 05/27/21 12:46 PM CAP
Amt: 37.78 CK#:6774903361
Ref Num: 134632 Seq: 167 to 167

Interest: 898.82
Recording Fees: 65.00
Foreclosure Fees: 1,185.00
cancellation fee: 23.00
TOTAL REDEMPTION: 7,192.10

Total Per Diem: 1.888470

BLO: 1411. 11.
00030
cashier ck
Date: 05/27/21 12:44 PM CAP
Amt: 7169.10 CK#:6774903361
Ref Num: 134632 Seq: 153 to 165

Date: 05/27/21 12:45 PM CAP
Amt: 23.00 CK#:6774903361
Ref Num: 134632 Seq: 166 to 166

AV:dh
09-14-21

K-15

**RESOLUTION AUTHORIZING THE REFUND OF UNAPPLIED CASH
TO PROCAP7, FIRSTTRUST BANK, LLC**

WHEREAS, ProCap7, Firsttrust Bank, LLC lien holder sent in payment in the amount of \$747.06 for the property located at 1143 Whitman Avenue, Block/Lot-1327/74; and

WHEREAS, the property has a municipal lien that is not in an installment agreement with the City; and

WHEREAS, the lien holder may not make a payment on a property without an installment agreement and it is necessary to refund \$747.06 to ProCap7, Firsttrust Bank, LLC the payment that could not be applied; and

WHEREAS, the Tax Collector has requested that City Council authorize her to issue a refund to ProCap7, Firsttrust Bank, LLC in the amount listed below from unapplied cash account; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Tax Collector is hereby authorized to issue a refund as follows:

Refund to: ProCap7, Firsttrust Bank, LLC

Refund amount: \$747.06 Unapplied Cash

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

Date of Introduction: September 14, 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: September 14, 2021

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

Date: August 4, 2021

FROM: Johanna Conyer, Director of Finance

Department Making Request: Finance-Revenue Collection

TITLE OF RESOLUTION/ORDINANCE: Resolution to Refund.

BRIEF DESCRIPTION OF ACTION: Resolution authorizing a refund to ProCap 7, Firsttrust Bank, LLC in the amount of \$747.06 for Block/Lot 1327/74 (1143 Whitman Ave). Property has a Municipal Lien that is not in an Installment Agreement.

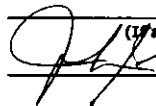
BIDDING PROCESS:

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

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

AMOUNT: \$747.06

☐ **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:	8/10/21	(If applicable) 
☐ CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	8.10.21	
Received by City Attorney:	8/17/21	

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	Michelle Hill	7003
Contact Person:	Michelle Hill	7003

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

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

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

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: June 10, 2021

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

Date: April 14, 2021

FROM: Johanna Conyer, Director of Finance

Department Making Request: Finance-Revenue Collection

TITLE OF RESOLUTION/ORDINANCE: Resolution to Refund.

BRIEF DESCRIPTION OF ACTION: Resolution authorizing a refund to ProCap 7, Firsttrust Bank, LLC in the amount of \$747.06 for Block/Lot 1327/74 (1143 Whitman Ave). Property has a Municipal Lien that is not in an Installment Agreement.

BIDDING PROCESS:

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

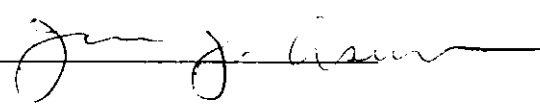
APPROPRIATION ACCOUNT(S): (If applicable)

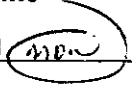
AMOUNT: \$747.06

☐

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)
☐ CAF - Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	8.10.21	
Received by City Attorney:	_____	_____

	(Name) Please Print	(Extension #)
Prepared By:	Michelle Hill 	7003
Contact Person:	Michelle Hill	7003

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******

April 1, 2021
03:24 PM

CAMDEN CITY
Tax Account Detail Inquiry

Page No: 1

BLQ: 1327. 74.
Owner Name: GROUND UP, INC
Tax Year: 2020 to 2021
Property Location: 1143 WHITMAN AVE

Tax Year: 2020		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:		243.97	243.96	286.54	233.59	1,008.06
Payments:		243.97	243.96	286.54	233.59	1,008.06
Balance:		0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2020 Prin Balance
		Description								
		Original Billed						1,008.06		1,008.06
03/13/20	1	Payment	OLP	035492	CK	132100	42 KAH	243.97	5.12	764.09
		PRO CAP 7 LLC								
06/22/20	2	Payment	01S		CK	132685	6223 MDH	243.96	6.22	520.13
		Tax Sale 2020 June								
10/23/20	3	Payment	OLP	82255	CK	133338	95 CAP	286.54	3.44	233.59
		LH								
10/28/20	4	Payment	001	47684442	CK	133368	52 CML	233.59	0.00	0.00
		PO/PC/MAIL								

Tax Year: 2021		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:		252.02	252.01	0.00	0.00	504.03
Payments:		0.00	0.00	0.00	0.00	0.00
Balance Adjust:		252.02-	0.00	0.00	0.00	252.02-
Balance:		0.00	252.01	0.00	0.00	252.01

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2021 Prin Balance
		Description								
		Original Billed						504.03		504.03
03/03/21	1	Adjustment	061			134068	4425 NH	252.02-	0.00	252.01

Total Principal Balance for Tax Years in Range: 252.01

Miscellaneous Payments for Date Range 01/01/20 to 12/31/21:

Date	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	Total
	Description								
05/05/20	Payment	0C3	028633	CK	132307	143 CP1	23.00	0.00	23.00
	18-02301								
06/22/20	Payment	02S		CK	132685	6224 MDH	0.00	40.00	40.00
	TAX SALE COST								
12/10/20	Payment	002	038897	CK	133642	245 CAP	0.00	15.00	15.00
	TAX SALE COST								
12/10/20	Reversal	002	038897	CK	133684	3 KAH	0.00	15.00	15.00
	TAX SALE COST								
12/10/20	Payment	046	038897	CK	133684	4 KAH	747.06	0.00	747.06
12/10/20	Payment	050	038897	CK	133642	246 CAP	645.47	0.00	645.47
	TAXSALE/SEWER								
12/10/20	Reversal	050	038897	CK	133684	2 KAH	645.47	0.00	645.47
	TAXSALE/SEWER								

810.06

Net to refund us Bank Cust per Firsttrust Bank Stmt
unapplied cash

City of Camden
Finance Department
Bureau of Revenue Collection

**CERTIFICATION BY
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following
titled Resolution, that is attached, to be presented to Council
for consideration, is correct to the best of my knowledge:

“RESOLUTION TO REFUND”



Michelle D. Hill, Tax Collector

8/5/21

Date

AV:dh
09-14-21

K-16

**RESOLUTION AUTHORIZING THE CANCELLATION OF CHARGES
DUE TO EXEMPT STATUS**

WHEREAS, the property located at 133 N. 35th Street, Block/Lot 1027/16 is tax exempt due to the property being owned by Camden Redevelopment Agency; and

WHEREAS, the Tax Collector is requesting Council Action to authorize the cancellation of charges in the amount of \$2,417.24; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Tax Collector is hereby authorized to cancel charges due to exempt status.

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

Date of introduction: September 14, 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: September 14, 2021

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

Date: July 26, 2021

FROM: Johanna Conyer, Director of Finance

Department Making Request: Finance-Revenue Collection

TITLE OF RESOLUTION/ORDINANCE: Resolution to cancel charges.

BRIEF DESCRIPTION OF ACTION: Resolution authorizing the cancel charges in the amount of \$2,417.24 for block/lot 1027/16 (133 No 35th St). Property is owned by CRA.

BIDDING PROCESS:

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

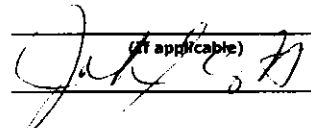
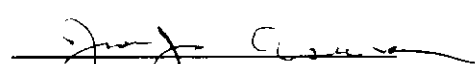
APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT:



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

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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:	7/30/21	<i>(If applicable)</i> 
☐ CAF - Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	8.9.21	
Received by City Attorney:	8/17/21	

	<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By:	Michelle Hill 	7003
Contact Person:	Michelle Hill	7003

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

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

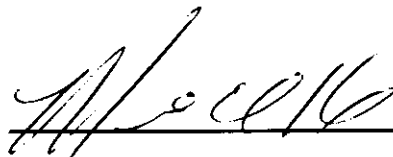
******Please attach all supporting documents******

City of Camden
Finance Department
Bureau of Revenue Collection

**CERTIFICATION BY
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following
titled Resolution, that is attached, to be presented to Council
for consideration, is correct to the best of my knowledge:

“RESOLUTION TO CANCEL CHARGES”



Michelle D. Hill, Tax Collector

7/28/21

Date

Tax Account Maintenance

Add Edit Close Delete Previous Next Detail Letter Help

Notes Exist

Block: 00251

Lot: 16

Qualifier:

Owner: CAMDEN REDEVELOPMENT AGENCY

Prop Loc: 133 NO 35TH ST

Account Id: 00020991

Tax Bill PTR Form

Restricted Edit

General Assessed Value Additional Billing Deductions Balance All Charges Add/Omit Notes

Year	Qtr	Type	Billed	Principal Balance	Interest	Total Balance
2017	4		884.89	884.89	365.28	1,250.17
2017	3		884.89	884.89	282.18	1,167.07
2017	2		928.83	.00	.00	.00
2017	1		873.99	.00	.00	.00
2017		Total	3,572.60	1,769.78	647.46	2,417.24
2016	4		864.56	.00	.00	.00

Other Delinquent Balances: .00 Interest Date: 07/26/21 Interest Detail

Other APR2 Threshold Amt: .00 Per Diem: .4682 Last Payment Date: 05/22/2017

TOTAL TAX BALANCE DUE

Principal: 1,769.78 Penalty: .00
Misc. Charges: .00 Interest: 647.46 Total: 2,417.24

* Indicates Adjusted Billing in a Tax Quarter.

Des to cancel charges, Property owned by CRA

[Add](#)
[/ Edit](#)
[Close](#)
[Delete](#)
[Previous](#)
[Next](#)
[Detail](#)
[Letter](#)
[Help](#)

Block: 1027

Notes Exist

Lot: 16

Qualifier:

Owner: CAMDEN REDEVELOPMENT AGENCY

Prop Loc: 133 NC 35TH ST

Account Id: 00020991

[Tax Bill](#)
[PTR Form](#)
[Restricted Edit](#)

General Assessed Value Additional Billing Deductions Balance All Charges Add/Omit Notes

Account Type:

Deed Book:

Direct Withdrawal

Building Description:

Deed Page:

Bank DFI:

Land Description: 25X86.83

Sale Date: 04/12/2021

Account Num:

Acreage: .0498

Sale Price:

0

Type:

Prenote:

Zoning: R2

Bldg Class Code:

Tax Payer Advocate

Map Num: 1517

Year Constructed:

Name:

Num of Owners: 0000

Assessment Code:

Street 1:

Mortgage Account 1:

Historic District:

Street 2:

Mortgage Account 2:

City/St:

MODIV Account Num:

[View Map](#)

3rd Party Notification:

WIPP Pin: 0863

Zip: -

Phone: () -

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

AV:dh
09-14-21

K-17

**RESOLUTION AUTHORIZING THE REFUND OF 2ND QUARTER TAXES
DUE TO EXEMPT STATUS**

WHEREAS, the property located at 510 State Street, Block 771, Lot 12 owned by North Camden Day Care was in tax exempt status prior to their settlement date of April 29, 2021; and

WHEREAS, on April 19, 2021, Integrity Title received a certificate that reflected a credit balance of \$3.14; and

WHEREAS, on April 29, 2021, Integrity Title received an updated certificate showing an outstanding balance of \$269.48 for 2nd quarter property taxes, however, the property was exempt and the payment was applied to the account which should reflect a credit balance of \$274.06; and

WHEREAS, the Tax Collector is requesting Council Action to authorize the refund the amount of \$274.06; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Tax Collector is hereby authorized to refund as follows:

Refund To: Integrity Title
c/o North Camden Day Care
1 Holtec Dr Suite 102
Marlton, NJ 08053

Refund Amount \$274.06

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

Date of Introduction: September 14, 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: September 14, 2021

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

Date: July 14, 2021

FROM: Johanna Conyer, Director of Finance

Department Making Request: Finance-Revenue Collection

TITLE OF RESOLUTION/ORDINANCE: Resolution to Refund.

BRIEF DESCRIPTION OF ACTION: Resolution authorizing the refund of \$274.06 for Block 771 Lot 12 (510 State St) to North Camden Day Care. On April 29, 2021, North Camden Day Care received an updated certificate showing an outstanding balance of which included 2nd quarter taxes but property was tax exempt at the time.

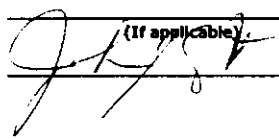
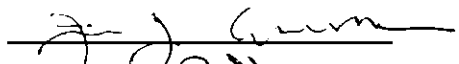
BIDDING PROCESS:

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

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

AMOUNT: \$274.06

- ☐ **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:	7/30/21	 (If applicable)
☐ CAF - Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	8-9-21	
Received by City Attorney:	8/17/21	

	(Name) Please Print	(Extension #)
Prepared By:	Michelle Hill 	7003
Contact Person:	Latricia Robinson	7003

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

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

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

City of Camden
Finance Department
Bureau of Revenue Collection

**CERTIFICATION BY
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following
titled Resolution, that is attached, to be presented to Council
for consideration, is correct to the best of my knowledge:

“RESOLUTION TO REFUND”

A handwritten signature in black ink, appearing to read "Michelle Hill", is written over a horizontal line.

Michelle D. Hill, Tax Collector

7/14/21

Date

Latricia Robinson

From: Michelle D. Hill
Sent: Wednesday, July 14, 2021 7:40 AM
To: Latricia Robinson
Cc: Nahema Harvey
Subject: FW: N606814 : 510 State Street, Camden, NJ 08102: Patel Developers, LLC
Attachments: TSC Payoff 4-19-2021.pdf; TSC Payoff 4-29-2021.pdf; N606814 - 510 State Street.pdf

Good morning,
Please prepare a "resolution to refund" (North Camden Day Care).

From: Tax
Sent: Tuesday, July 13, 2021 3:22 PM
To: Michelle D. Hill <MiHill@ci.camden.nj.us>
Cc: Nahema Harvey <NaHarvey@ci.camden.nj.us>
Subject: FW: N606814 : 510 State Street, Camden, NJ 08102: Patel Developers, LLC

From: Jennifer Prettyman [<mailto:jennifer@myintegritytitle.com>]
Sent: Tuesday, July 13, 2021 2:44 PM
To: Tax <Tax@ci.camden.nj.us>
Subject: N606814 : 510 State Street, Camden, NJ 08102: Patel Developers, LLC

Good afternoon –

This office handled a settlement on April 29, 2021 wherein the above property was part of a multi property transaction. Prior to settlement we were provided with a redemption figure for Cert #20A00965 dated April 19th that reflected a Credit balance on the certificate in the amount of \$3.14, which we questioned a number of times, and with each response we received the redemption figure continuing to show the credit balance. On April 29th we received an updated certificate showing an outstanding balance of \$269.48, which took into consideration the payment of the 2nd ¼ property taxes, however the property was exempt at that time. The payment was then applied to the account, and now reflects as a credit balance in the amount of \$274.06.

Since this property was sold the funds that were applied to the account, whereby creating a credit balance, should be returned to the Seller, as they were in fact fully exempt. Any amount that will be due from the buyer from the date of settlement forward, will be the Buyer's responsibility when the exemption status is removed by the Tax Assessor.

Kindly accept this email as a request to have the credit that currently appears on the account for the above property returned to this office so that said funds can be refunded to the Seller. Additionally, since the lien payoff reflected a credit balance, the lien itself should be cancelled of record.

I would appreciate it if the Tax Collector could please review this matter, so that we can get it resolved and get all necessary funds returned to the Seller.

Should you have any questions, please feel free to contact me.

Jennifer Prettyman

AV:dh
09-14-21

R-18

**RESOLUTION AUTHORIZING THE CANCELLATION OF CHARGES/LIENS DUE TO
PROPERTY OWNERSHIP CHANGING TO THE CITY OF CAMDEN**

WHEREAS, the City of Camden acquired the property located at 2918 Royden Street, Block 1137, Lot 10 by way of deed in lieu of foreclosure approved by City Council of the City of Camden on June 10, 2021 (MC-21:8007); and

WHEREAS, the tax sale certificate #18-01756 must now be cancelled and any municipal charges; and

WHEREAS, the Tax Collector is requesting authority from City Council to allow the cancellations; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Tax Collector is hereby authorized to cancel the charges/liens that may exist on the property located at 2918 Royden Street, Block 1137, Lot 10.

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

Date of Introduction: September 14, 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: September 14, 2021

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

Date: July 14, 2021

FROM: Johanna Conyer, Director of Finance

Department Making Request: Finance-Revenue Collection

TITLE OF RESOLUTION/ORDINANCE: Resolution to cancel charges/lien.

BRIEF DESCRIPTION OF ACTION: Resolution authorizing the cancellation of municipal charges. City of Camden has accepted the above referenced property by Voluntary Deed in Lieu of Foreclosure approved by City Council on June 10, 2021 (MC-21:8007), therefore all open Municipal Liens and other charges should be cancelled.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): (If applicable)

AMOUNT:

☐

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

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "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:	7/20/21	(If applicable) _____
☐ CAF -Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	8-9-21	_____
Received by City Attorney:	8/17/21	_____

	<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By:	Michelle Hill <i>(initials)</i>	7003
Contact Person:	Latricia Robinson	7003

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

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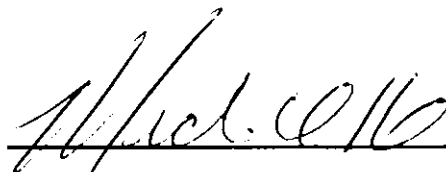
******Please attach all supporting documents******

City of Camden
Finance Department
Bureau of Revenue Collection

**CERTIFICATION BY
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following
titled Resolution, that is attached, to be presented to Council
for consideration, is correct to the best of my knowledge:

“RESOLUTION TO CANCEL CHARGES”

A handwritten signature in black ink, appearing to read "Michelle Hill", is written over a horizontal line.

Michelle D. Hill, Tax Collector

7/14/21

Date

CITY OF CAMDEN
BUREAU OF CITY PROPERTIES

MEMORANDUM

TO: Michelle Hill, Tax Collector
FROM: Yolanda Hawkins, Real Estate Officer 
DATE: July 13, 2021
RE: 2918 Royden Street, Camden, NJ

Please be advised the City of Camden has accepted the above referenced property by Voluntary Deed In lieu of Foreclosure approved by City Council on June 10, 2021 (MC-21:8007). Please cancel any and all municipal charges and any tax lien certificates that may exist on this property.

If you have any questions, feel free to contact me at (856) 757-7125.

Thank you for your time and attention to this matter.

YRH:mmi

AV:dh
09-14-21

**RESOLUTION AUTHORIZING THE REFUND OF UNAPPLIED CASH
(CODE 46) TO SAMUEL SERRANO FOR (3422 WESTFIELD AVENUE)
BLOCK-1029/LOT- 33 DUE TO LIEN BEING ASSIGNED IN ERROR**

WHEREAS, Samuel Serrano sent in a payment of taxes in the amount of \$70,624.15 for the property located at 3422 Westfield Avenue Block-1029/Lot- 33 which could not be applied due to the lien being assigned in error; and

WHEREAS, it is necessary to refund Samuel Serrano the payment which could not be applied due to lien being assigned in error and the property is in an installment agreement; and

WHEREAS, the Tax Collector has requested that City Council authorize her to issue a refund to Samuel Serrano in the amount listed below from unapplied cash (Code 46); now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Tax Collector is hereby authorized to issue a refund as follows:

Refund to: Samuel Serrano

Refund amount: \$70,624.15 Unapplied Cash (Code 46)

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

Date of Introduction: September 14, 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: September 14, 2021

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

Date: August 4, 2021

FROM: Johanna Conyer, Director of Finance

Department Making Request: Finance-Revenue Collection

TITLE OF RESOLUTION/ORDINANCE: Resolution to Refund

BRIEF DESCRIPTION OF ACTION: Resolution authorizing a refund in the amount of \$70,624.15 to Samuel Serrano for Block/Lot 1029/33 (3422 Westfield Ave) due to lien being assigned in error. Property is in an Installment Agreement

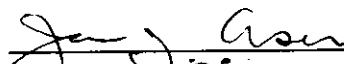
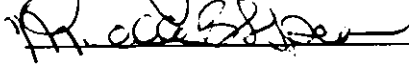
BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): (If applicable)

AMOUNT: \$70,624.15

☐ **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:	10/18/21	
☐ CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	8-12-21	
Received by City Attorney:	8/18/21	

	(Name) Please Print	(Extension #)
Prepared By:	Michelle Hill	7003
Contact Person:	Latricia Robinson	7003

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

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

City of Camden
Finance Department
Bureau of Revenue Collection

**CERTIFICATION BY
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following
titled Resolution, that is attached, to be presented to Council
for consideration, is correct to the best of my knowledge:

“RESOLUTION TO REFUND”


Michelle D. Hill, Tax Collector

8/4/21
Date

UNIQUE UNIT

CAMDEN CITY

07/08/21 15:53 UNAPPLIED CASH

Block/Lot/Dual: 1029 33
Owner: ORLANDO & SONS, LLC
Property Location: 3422 WESTFIELD AVE
045
Reversal Samuel Serrano

Chk#: 3790961
Batch Id: KAH
Ref Num: 134927 Seq: 1 to 1

Cash Amount:	0.00
Check Amount:	70,624.15
Credit Amount:	0.00

Total: 70,624.15



FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

June 29, 2021

Orlando Rolon
116 A Station Ave
Glendora, NJ 08029

Ref 3422 Westfield Ave
Block 1029 Lot 33
Certificate #11-02429

Dear Sir or Madam:

Please be advised your application for an installment agreement on the tax sale certificate above has been approved.

Your down payment of **\$9,094.06** (cash, money order or certified check) must be received no later than **July 30th, 2021**. Commencing on the 30th day of August, and on the 30th day of each month thereafter for the next 36 months, a payment of **\$2,279.83 must be received or your account will be placed in default.**

Please be advised that subsequent current property tax and other subsequent municipal charges (Water, Sewer, and CCMUA) must be paid when they become due. Failure to make your monthly payment and/or current charges timely will result in a default of this agreement.

Should your down payment not be received by this office prior to closing on July 30th, 2021 the City will consider this agreement null and void.

If you have any questions feel free to contact our office using the information above.

Sincerely,

Michelle D. Hill
Michelle D. Hill, C.T.C.
Tax Collector

Certificate: 11-02429

Prop Loc: 3422 WESTFIELD AVE

Owner: ORLANDO & SONS, LLC
Address: 3422 WESTFIELD AVENUE
CAMDEN, NJ 08105

Type of Lien: Municipal

Interest Rate: 18.00

Apr 2: N

Premium: 0.00

Block/Lot/Qual: 1029.

33.

Sale Date: 06/20/11

Redemption Calculation Date: 07/19/21

Include Current Charges: N

10A

TAX SALE CERTIFICATE:

TD 50099

Balance Type	Principal	Interest	Total
Tax	1,678.11	69.57	1,747.68
Sewer	188.09	6.32	194.41
CCMUA	344.46	43.07	387.53
Total:	2,210.66	118.96	2,329.62

Cost: 46.59

Total Certificate:

2,376.21

#Days: 3629 Per Diem:

1.188105

Int on Cert:

4,311.63

Total:

6,687.84

SUBSEQUENT CHARGES:

Balance Type	Year	Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
CCMUA	2011	2	05/15/11	91.00	18.00	0.045500	3664	166.71	257.71
Tax	2011	3	08/01/11	797.32	18.00	0.398660	3588	1,430.39	2,227.71
Sewer	2011	3	08/11/11	183.16	18.00	0.091580	3578	327.67	510.83
CCMUA	2011	3	08/15/11	91.00	18.00	0.045500	3574	162.62	253.62
Sewer	2012	1	10/28/11	269.21	18.00	0.134605	3501	471.25	740.46
Tax	2011	4	11/01/11	797.32	18.00	0.398660	3498	1,394.51	2,191.83
CCMUA	2011	4	11/15/11	91.00	18.00	0.045500	3484	158.52	249.52
Tax	2012	1	02/01/12	631.69	18.00	0.315845	3408	1,076.40	1,708.09
CCMUA	2012	1	02/15/12	92.52	18.00	0.046260	3394	157.01	249.53
Tax	2012	2	05/01/12	641.24	18.00	0.320620	3318	1,063.82	1,705.06
CCMUA	2012	2	05/15/12	95.50	18.00	0.047750	3304	157.77	253.27
Tax	2012	3	08/01/12	616.75	18.00	0.308375	3228	995.43	1,612.18
Tax	2012	4	11/01/12	616.74	18.00	0.308370	3138	967.67	1,584.41
CCMUA	2012	4	11/15/12	48.56	0.00	0.000000	0	0.00	48.56
Tax	2013	1	02/01/13	633.55	18.00	0.316775	3048	965.53	1,599.08
CCMUA	2013	1	02/15/13	100.00	18.00	0.050000	3034	151.70	251.70
Tax	2013	2	05/01/13	633.53	18.00	0.316765	2958	936.99	1,570.52
CCMUA	2013	2	05/15/13	100.00	18.00	0.050000	2944	147.20	247.20
Tax	2013	3	08/01/13	709.30	18.00	0.354650	2868	1,017.14	1,726.44
CCMUA	2013	3	08/15/13	100.00	18.00	0.050000	2854	142.70	242.70
Tax	2013	4	11/01/13	709.29	18.00	0.354645	2778	985.20	1,694.49
CCMUA	2013	4	11/15/13	100.00	18.00	0.050000	2764	138.20	238.20
Tax	2014	1	02/01/14	678.53	18.00	0.339265	2688	911.94	1,590.47
CCMUA	2014	1	02/15/14	104.50	18.00	0.052250	2674	139.72	244.22
Tax	2014	2	05/01/14	678.53	18.00	0.339265	2598	881.41	1,559.94

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CAMDEN CITY
Lien Redemption Work Sheet - Certificate: 11-02429

Page No: 2

Balance Type	Year	Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
CCMUA	2014	2	05/15/14	104.50	18.00	0.052250	2584	135.01	239.51
Tax	2014	3	08/01/14	674.88	18.00	0.337440	2508	846.30	1,521.18
CCMUA	2014	3	08/15/14	104.50	18.00	0.052250	2494	130.31	234.81
Tax	2014	4	11/01/14	674.88	18.00	0.337440	2418	815.93	1,490.81
CCMUA	2014	4	11/15/14	104.50	18.00	0.052250	2404	125.61	230.11
Tax	2015	1	02/01/15	683.94	18.00	0.341970	2328	796.11	1,480.05
CCMUA	2015	1	02/15/15	104.50	18.00	0.052250	2314	120.91	225.41
Tax	2015	2	05/01/15	704.97	18.00	0.352485	2238	788.86	1,493.83
CCMUA	2015	2	05/15/15	109.50	18.00	0.054750	2224	121.76	231.26
Tax	2015	3	08/01/15	692.19	18.00	0.346095	2148	743.41	1,435.60
CCMUA	2015	3	08/15/15	109.50	18.00	0.054750	2134	116.84	226.34
Tax	2015	4	11/01/15	692.18	18.00	0.346090	2058	712.25	1,404.43
CCMUA	2015	4	11/15/15	109.50	18.00	0.054750	2044	111.91	221.41
Tax	2016	1	02/01/16	700.73	18.00	0.350365	1968	689.52	1,390.25
CCMUA	2016	1	02/15/16	109.50	18.00	0.054750	1954	106.98	216.48
Tax	2016	2	05/01/16	740.08	18.00	0.370040	1878	694.94	1,435.02
CCMUA	2016	2	05/15/16	109.50	18.00	0.054750	1864	102.05	211.55
Tax	2016	3	08/01/16	720.11	18.00	0.360055	1788	643.78	1,363.89
CCMUA	2016	3	08/15/16	109.50	18.00	0.054750	1774	97.13	206.63
Tax	2016	4	11/01/16	720.11	18.00	0.360055	1698	611.37	1,331.48
CCMUA	2016	4	11/15/16	109.50	18.00	0.054750	1684	92.20	201.70
Tax	2017	1	02/01/17	727.96	18.00	0.363980	1608	585.28	1,313.24
CCMUA	2017	1	02/15/17	109.50	18.00	0.054750	1594	87.27	196.77
Tax	2017	2	05/01/17	773.65	18.00	0.386825	1518	587.20	1,360.85
CCMUA	2017	2	05/15/17	109.50	18.00	0.054750	1504	82.34	191.84
Tax	2017	3	08/01/17	737.04	18.00	0.368520	1428	526.25	1,263.29
CCMUA	2017	3	08/15/17	109.50	18.00	0.054750	1414	77.42	186.92
Tax	2017	4	11/01/17	737.04	18.00	0.368520	1338	493.08	1,230.12
CCMUA	2017	4	11/15/17	109.50	18.00	0.054750	1324	72.49	181.99
Tax	2018	1	02/01/18	751.92	18.00	0.375960	1248	469.20	1,221.12
CCMUA	2018	1	02/15/18	109.50	18.00	0.054750	1234	67.56	177.06
Tax	2018	2	05/01/18	751.90	18.00	0.375950	1158	435.35	1,187.25
CCMUA	2018	2	05/15/18	109.50	18.00	0.054750	1144	62.63	172.13
Tax	2018	3	08/01/18	773.19	18.00	0.386595	1068	412.88	1,186.07
CCMUA	2018	3	08/15/18	109.50	18.00	0.054750	1054	57.71	167.21
Tax	2018	4	11/01/18	773.19	18.00	0.386595	978	378.09	1,151.28
CCMUA	2018	4	11/15/18	109.50	18.00	0.054750	964	52.78	162.28
Tax	2019	1	02/01/19	770.65	18.00	0.385325	888	342.17	1,112.82
CCMUA	2019	1	02/15/19	109.50	18.00	0.054750	874	47.85	157.35
Tax	2019	2	05/01/19	770.62	18.00	0.385310	798	307.48	1,078.10
CCMUA	2019	2	05/15/19	109.50	18.00	0.054750	784	42.92	152.42
Tax	2019	3	08/01/19	762.53	18.00	0.381265	708	269.94	1,032.47
CCMUA	2019	3	08/15/19	109.50	18.00	0.054750	694	38.00	147.50
Tax	2019	4	11/01/19	762.52	18.00	0.381260	618	235.62	998.14
CCMUA	2019	4	11/15/19	109.50	18.00	0.054750	604	33.07	142.57
Tax	2020	1	02/01/20	775.00	18.00	0.387500	528	204.60	979.60
CCMUA	2020	1	02/15/20	109.50	18.00	0.054750	514	28.14	137.64
Sewer	2020	1	03/02/20	17.80	18.00	0.008900	497	4.42	22.22

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CAMDEN CITY
Lien Redemption Work Sheet - Certificate: 11-02429

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Balance Type	Year	Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
Sewer	2020	2	05/01/20	17.80	18.00	0.008900	438	3.90	21.70
Tax	2020	2	05/01/20	774.98	18.00	0.387490	438	169.72	944.70
CCMUA	2020	2	05/15/20	109.50	18.00	0.054750	424	23.21	132.71
Sewer	2020	2	06/15/20	0.13	18.00	0.000065	394	0.03	0.16
Tax	2020	3	08/01/20	910.23	18.00	0.455115	348	158.38	1,068.61
Sewer	2020	3	08/03/20	17.80	18.00	0.008900	346	3.08	20.88
CCMUA	2020	3	08/15/20	109.50	18.00	0.054750	334	18.29	127.79
Tax	2020	4	11/01/20	742.05	18.00	0.371025	258	95.72	837.77
Sewer	2020	4	11/02/20	17.80	18.00	0.008900	257	2.29	20.09
CCMUA	2020	4	11/15/20	109.50	18.00	0.054750	244	13.36	122.86
Tax	2021	1	02/01/21	800.57	18.00	0.400285	168	67.25	867.82
Sewer	2021	1	02/02/21	17.80	18.00	0.008900	167	1.49	19.29
CCMUA	2021	1	02/15/21	109.50	18.00	0.054750	154	8.43	117.93
Tax	2021	2	05/01/21	800.56	18.00	0.400280	78	31.22	831.78
Sewer	2021	2	05/03/21	17.80	18.00	0.008900	76	0.68	18.48
CCMUA	2021	2	05/15/21	109.50	18.00	0.054750	64	3.50	113.00
Total:				33,772.34				30,152.97	63,925.31

BALANCE TYPE SUMMARY:

	Certificate Total & Subseq. Prin/Penalty	Interest	Total
Certificate Tax	1,747.68	3,171.17	4,918.85
Subseq Tax	29,043.46	25,738.33	54,781.79
Total Tax	30,791.14	28,909.50	59,700.64
Certificate Sewer	194.41	352.76	547.17
Subseq Sewer	559.30	814.81	1,374.11
Total Sewer	753.71	1,167.57	1,921.28
Certificate CCMUA	387.53	703.17	1,090.70
Subseq CCMUA	4,169.58	3,599.83	7,769.41
Total CCMUA	4,557.11	4,303.00	8,860.11
Certificate Cost	46.59	84.53	131.12

LIEN REDEMPTION:

Principal: 36,148.55
Interest: 34,464.60
Recording Fees: 11.00
TOTAL REDEMPTION: 70,624.15
Total Per Diem: 18.049995

(Note: Current Charges must be met on Municipal Liens.)

Ref Num: 134824 Seq: 5 to 69
Acct: 70624.15 CR#: 3530965
Date: 07/09/21 10:23 AM CAP
Amount: 70624.15

AV:dh
09-14-21

11-20

**RESOLUTION AUTHORIZING THE ASSIGNMENT OF
ONE HUNDRED TWENTY-FIVE (125) TAX SALE CERTIFICATES**

WHEREAS, the City of Camden has acquired the tax sale certificates at full value for One Hundred Twenty-Five (125) properties located in the City of Camden; and

WHEREAS, N.J.S.A. 54:5-113 provides that after a municipality has purchased tax sale certificates upon delinquency, the governing body thereof may by resolution authorize a private sale of the tax sale certificate for not less than the amount of lien charges against the real estate, provided that before the assignment, notice shall be mailed to the owner at the address appearing on the tax books of the municipality at least five (5) days prior to the taking of action; public notice shall be posted in three public places in the municipality at the time of the mailing of the notice; and public notices shall be published at least once in a newspaper published or circulated in the municipality within five (5) days prior to taking action; and

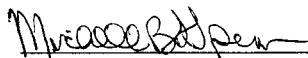
WHEREAS, notice by regular and certified mail was sent to the owner(s) of record and public notices were posted on September 9, 2021; and such notice was published in the Courier Post on September 9, 2021; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper officers of the City of Camden are hereby authorized to execute the proper documents necessary to assign tax sale certificates to various individuals listed in consideration for full payment plus advertising costs in the amounts listed attached hereto as Exhibit "A".

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

Date of Introduction: September 14, 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

1	3-0128	282 Liberty Street	275	14	20x90	Property	Joseph Franchi, Joe & Dusty Enterprises, LLC	full value	\$	4,651.56
2	92-119	288 Liberty Street	275	17	20x90	Property	Joseph Franchi, Joe & Dusty Enterprises, LLC	full value	\$	67,204.09
3	92-120	290 Liberty Street	275	18	20x90	Property	Joseph Franchi, Joe & Dusty Enterprises, LLC	full value	\$	12,519.91
4	15-02221	278 Marlon Pike	1177	11	52x100	Property	Jasmine Brooks	full value	\$	6,893.00
5	15-02673	1235 Liberty Street	1320	52	20x104	Property	Henstar Homes LLC	full value	\$	15,747.49
6	20A00368	766 Line Street	352	7	14x62	Property	Fallo Leyba-Martinez	full value	\$	2,883.99
7	18-00561	2025 Filmore Street	501	35	13x50	Property	Alicia Lawrence	full value	\$	9,500.15
8	12-03559	241 N 41st	1034	45	25x110	Property	Joseph Youssef	full value	\$	43,773.83
9	16-02739	1189 Whitman Ave	1328	31	20x97	Property	Lawrence Barnes	full value	\$	13,228.46
10	09-02423	420 S 30th Street	1139	12	18x85	Property	Sierra Ervin	full value	\$	60,352.95
11	16-02115	411 Royal Avenue	1139	8	18x85	Property	Sierra Ervin	full value	\$	19,385.59
12	15-02671	1249 Liberty Street	1320	45	20x100	Property	Sierra Ervin	full value	\$	10,134.58
13	11-00660	951 Kaighn Avenue	398	117	18x53	Property	Sierra Ervin	full value	\$	18,264.57
14	17-00443	933 Atlantic Avenue	414	36	18x97	Property	Lawrence Barnes	full value	\$	18,277.92
15	13-00583	1313 Mt. Ephraim Ave	411	65	14x86	Property	Lawrence Barnes	full value	\$	8,971.03
16	16-02739	1189 Whitman Ave	1328	31	20x97	Property	Lawrence Barnes	full value	\$	13,228.46
17	15-01525	916 No 30th St	937	58	15x100	Property	Cooper Square	full value	\$	16,202.62
18	19-00335	1444 So 4th St	342	111	13x89	Property	Cooper Square	full value	\$	14,028.01
19	19-00286	604 Spruce St	310	3	28x80	Property	Cooper Square	full value	\$	13,175.69
20	17-01048	639 York St	758	53	16x70	Property	Cooper Square	full value	\$	15,166.15
21	15-00573	1643 Mt Ephraim Ave	453	47	30x100	Property	Cooper Square	full value	\$	17,528.12
22	20A00180	532 Royden St	212	67	22x80	Property	Cooper Square	full value	\$	1,914.62
23	19-00378	755 Spruce St	369	143	14x72	Property	Cooper Square	full value	\$	13,866.19
24	20-00961	513 No 9th St	802	97	14x62	Property	Cooper Square	full value	\$	1,441.53
25	20A00612	1934 Filmore St	492	40	20x85	Property	Cooper Square	full value	\$	1,494.29
26	20-02019	1421 Louis St	1324	42	15x40	Property	Cooper Square	full value	\$	1,472.85
27	19-00549	1624-1626 Broadway	468	12	40x100	Property	Cooper Square	full value	\$	16,281.71
28	17-02594	1566 Mt Ephraim Ave	1351	4	23x95	Property	Cooper Square	full value	\$	18,673.84
29	15-01127	914 No 6th St	758	14	16x80	Property	Cooper Square	full value	\$	21,968.27
30	17-02548	1540 Mt Ephraim Ave	1342	94	15x104	Property	Cooper Square	full value	\$	20,438.36
31	20-00700	NS Dallas 115 W Tuckahoe	652	54	52x45	Property	Cooper Square	full value	\$	1,861.10
32	15-01345	910 No 26th St	865	10	26x74	Property	Cooper Square	full value	\$	23,609.84
33	15-01116	419 Grant St	754	49	14x67	Property	Cooper Square	full value	\$	22,936.44
34	19-01150	997 No 23rd St	856	11	20x100	Property	Cooper Square	full value	\$	1,902.35
35	15-00415	728 Spruce St	371	15	17x69	Property	Cooper Square	full value	\$	23,307.87
36	20-02124	1282 Morton St	1354	158	18x100	Property	Cooper Square	full value	\$	1,896.91
37	15-01120	541 Grant St	755	28	15x71	Property	Cooper Square	full value	\$	24,050.55
38	17-01912	2081 Federal St	1145	25	40x100	Property	Cooper Square	full value	\$	1,991.66
39	19-00489	1529 Mt Ephraim Ave	433	13	70x100	Property	Cooper Square	full value	\$	2,393.95
40	20-02125	1256 Morton St	1354	161	14x100	Property	Cooper Square	full value	\$	2,639.79
41	17-01061	418 Grant St	768	12	14x66	Property	Cooper Square	full value	\$	338.40
42	20A00228	300 Kaighn Ave	271	56	18x94	Property	Cooper Square	full value	\$	



43	15-00708	2406 So 12th St	629	3	20x95	Property	Cooper Square	full value	\$	37,776.17
44	20A00229	302 Kaighn Ave	271	57	18x100	Property	Cooper Square	full value	\$	377.58
45	16-01621	702 No 27th St	963	5	42x92	Property	Cooper Square	full value	\$	39,247.92
46	20A00604	1831 Salem St	488	29	13x95	Property	Cooper Square	full value	\$	428.09
47	20A00582	414 Emerald St	482	92	13x95	Property	Cooper Square	full value	\$	360.88
48	20-00433	703 Kaighn Ave	402	74	20x105	Property	Cooper Square	full value	\$	346.86
49	19-00257	418 Pine St	285	56	14x87	Property	Cooper Square	full value	\$	3,811.82
50	19-02317	1229 Chase St	1354	47	15x96	Property	Cooper Square	full value	\$	3,877.61
51	15-00447	773-793 Kaighn Ave	404	90	14x74	Property	Cooper Square	full value	\$	50,049.02
52	19-02480	543 Roberts St	1417	20	14x50	Property	Cooper Square	full value	\$	42,931.46
53	17-00404	768 Mt Vernon St	389	7	15x100	Property	Cooper Square	full value	\$	5,156.58
54	17-01115	542 No 8th St	801	4	11x58	Property	Cooper Square	full value	\$	5,383.94
55	20A00321	1121 Marion St	328	86	15x75	Property	Cooper Square	full value	\$	571.09
56	20A01519	7 So 36th St	1060	9	20x44	Property	Cooper Square	full value	\$	626.12
57	20A00424	818 Spruce St	374	3	13x98	Property	Cooper Square	full value	\$	757.13
58	20-00542	408 Webster St	467	19	28x95	Property	Cooper Square	full value	\$	6,154.58
59	15-00651	966 Ferry Ave	550	37	13x73	Property	Cooper Square	full value	\$	8,009.33
60	20-01981	1107 Kaighn Ave	1310	38	20x105	Property	Cooper Square	full value	\$	6,639.57
61	17-01176	1046 No 19th St	849	31	15x100	Property	Cooper Square	full value	\$	5,270.29
62	15-00538	1107 Morton St	436	101	14x78	Property	Cooper Square	full value	\$	8,915.75
63	17-00156	523 Clinton St	198	81	18x80	Property	Cooper Square	full value	\$	7,510.44
64	19-00356	1009 Ramona Gonzalez	362	34	50x49	Property	Cooper Square	full value	\$	7,772.89
65	20-02125	1256 Morton St	1354	161	14x100	Property	Cooper Square	full value	\$	2,393.95
66	17-01061	418 Grant St	768	12	14x66	Property	Cooper Square	full value	\$	2,639.79
67	20A00228	300 Kaighn Ave	271	56	18x94	Property	Cooper Square	full value	\$	338.40
68	15-00708	2406 So 12th St	629	3	20x95	Property	Cooper Square	full value	\$	37,776.17
69	20A00229	302 Kaighn Ave	271	57	18x100	Property	Cooper Square	full value	\$	377.58
70	16-01621	702 No 27th St	963	5	42x92	Property	Cooper Square	full value	\$	39,247.92
71	20A00604	1831 Salem St	488	29	13x95	Property	Cooper Square	full value	\$	428.09
72	20A00582	414 Emerald St	482	92	13x95	Property	Cooper Square	full value	\$	360.88
73	20-00433	703 Kaighn Ave	402	74	20x105	Property	Cooper Square	full value	\$	346.86
74	19-00257	418 Pine St	285	56	14x87	Property	Cooper Square	full value	\$	3,811.82
75	19-02317	1229 Chase St	1354	47	15x96	Property	Cooper Square	full value	\$	3,877.61
76	15-00447	773-793 Kaighn Ave	404	90	14x74	Property	Cooper Square	full value	\$	50,049.02
77	19-02480	543 Roberts St	1417	20	14x50	Property	Cooper Square	full value	\$	42,931.46
78	17-00404	768 Mt Vernon St	389	7	15x100	Property	Cooper Square	full value	\$	5,156.58
79	17-01115	542 No 8th St	801	4	11x58	Property	Cooper Square	full value	\$	5,383.94
80	20A00321	1121 Marion St	328	86	15x75	Property	Cooper Square	full value	\$	571.09
81	20A01519	7 So 36th St	1060	9	20x44	Property	Cooper Square	full value	\$	626.12
82	20A00424	818 Spruce St	374	3	13x98	Property	Cooper Square	full value	\$	757.13
83	20-00542	408 Webster St	467	19	28x95	Property	Cooper Square	full value	\$	6,154.58
84	15-00651	966 Ferry Ave	550	37	13x73	Property	Cooper Square	full value	\$	8,009.33

85	20-01981	1107 Kaighn Ave	1310	38	20x105	Property	Cooper Square	full value	\$	6,639.57
86	17-01116	1046 No 19th St	849	31	15x100	Property	Cooper Square	full value	\$	5,270.29
87	15-00538	1107 Morton St	436	101	14x78	Property	Cooper Square	full value	\$	8,915.75
88	17-00516	523 Clinton St	198	81	18x80	Property	Cooper Square	full value	\$	7,510.44
89	19-00356	1009 Ramona Gonzalez	362	34	50x49	Property	Cooper Square	full value	\$	7,772.89
90	18-00322	782 Line St	353	37	14x59	Property	Cooper Square	full value	\$	8,305.19
91	18-00458	1158 Jackson St	448	116	17x80	Property	Cooper Square	full value	\$	8,675.28
92	19-01818	2504 Carman St	1165	95	20x200	Property	Cooper Square	full value	\$	8,044.81
93	19-01075	903 Pearl St	803	41	14x60	Property	Cooper Square	full value	\$	8,280.98
94	17-00399	1002 SO 8th St	383	43	76x80	Property	Cooper Square	full value	\$	8,311.01
95	18-00560	2023 Fillmore St	501	34	13x50	Property	Cooper Square	full value	\$	9,500.15
96	18-00561	2025 Fillmore St	501	35	13x50	Property	Cooper Square	full value	\$	9,500.15
97	19-00314	1138 1140 Broadway	328	61	40x202	Property	Cooper Square	full value	\$	8,837.90
98	15-02671	1249 Liberty Street	1320	45	20x100	Property	Cooper Square	full value	\$	10,134.58
99	19-02246	1260 Lansdown Ave	1333	11	14x97	Property	Cooper Square	full value	\$	8,323.03
100	17-01030	549 Bailey St	751	24	14x67	Property	Cooper Square	full value	\$	9,214.68
101	18-00536	1831 So 6th St	487	85	14x61	Property	Cooper Square	full value	\$	9,840.41
102	20A02157	1160 Lansdown Ave	1328	17	13x94	Property	Cooper Square	full value	\$	933.70
103	20-01884	1022 Princess Ave	1285	99	13x98	Property	Cooper Square	full value	\$	959.63
104	18-00359	846 Spruce St	374	17	12x59	Property	Cooper Square	full value	\$	8,980.30
105	20A02267	1252 Jackson St	1356	23	13x96	Property	Cooper Square	full value	\$	1,053.42
106	20-01580	15-17 NO 23rd St	1148	14	40x100	Property	Cooper Square	full value	\$	1,000.83
107	20A00369	801 Princeton Ave	354	2	19x76	Property	Cooper Square	full value	\$	1,089.36
108	19-02031	1510 Wildwood Ave	1272	6	15x113	Property	Cooper Square	full value	\$	11,049.56
109	20A02105	1115 Louis St	1309	53	14x68	Property	Cooper Square	full value	\$	11,121.27
110	18-00339	1026 Ramona Gonzalez St	363	45	15x64	Property	Cooper Square	full value	\$	11,129.92
111	20-00225	343 Liberty St	271	80	12x100	Property	Cooper Square	full value	\$	1,204.67
112	20-02116	1238 Morton St	1354	14	13x97	Property	Cooper Square	full value	\$	1,229.13
113	16-00651	2032 So 7th St	567	18	20x100	Property	Cooper Square	full value	\$	38,732.59
114	17-01509	WS N 34th 49 N Pelham	998	59	28x100	Property	Nieve Santana Olivo	full value	\$	1,114.69
115	990038	NS Milton ES 3 CR 4th St	4	1	389x505	Property	Delaware Riverview, LLC	full value	\$	180,484.82
116	19-02031	1510 Wildwood Ave	1272	6	15x113	Property	Blended Brown Management LLC	full value	\$	11,049.56
117	14-02428	432 Raritan Street	1244	119	16x79	Property	Blended Brown Management LLC	full value	\$	11,490.59
118	15-02573	1269 Kenwood Ave	1291	87	14x100	Property	Blended Brown Management LLC	full value	\$	11,418.70
119	15-02533	1124 Kenwood Ave	1287	21	18x97	Property	Blended Brown Management LLC	full value	\$	10,457.67
120	16-02525	1044 Princess Ave	1285	110	13x98	Property	Blended Brown Management LLC	full value	\$	19,007.87
121	19-00426	1320 So 9th Street	409	37	14x77	Property	Michael Hill	full value	\$	2,649.70
122	17-01048	639 York Street	758	53	16x70	Property	Prime Capital Management, LLC	full value	\$	7,101.88
123	12-04001	1231 Mechanic Street	1321	31	60x100	Property	Cooper Square	full value	\$	36,519.32
124	20A02159	1155 Whitman Ave	1328	45	15x97	Property	Arthur Williams	full value	\$	503.72
125	11-00052	624 No 3rd Street	28	78	14x68	Property	Monique S. Wade	full value	\$	16,249.27

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: September 14, 2021

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

Date: July 26, 2021

FROM: Johanna Conyer, Director of Finance

Department Making Request: Finance-Revenue Collection

TITLE OF RESOLUTION/ORDINANCE: Resolution to Assign Tax Liens at Full Value

BRIEF DESCRIPTION OF ACTION: The office of the Tax Collector has received and reviewed 126 offers for the assignment of Tax Liens at Full Value. Please see attached.

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): (If applicable)

AMOUNT:

- ☐ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
*For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "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:	7/30/21	(If applicable) Johanna Conyer
☐ CAF - Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	8.9.21	Jason J. Asuncion
Received by City Attorney:	8/17/21	Michelle Robinson

	(Name) Please Print	(Extension #)
Prepared By:	Michelle Hill 	7003
Contact Person:	Latricia Robinson	7003

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

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

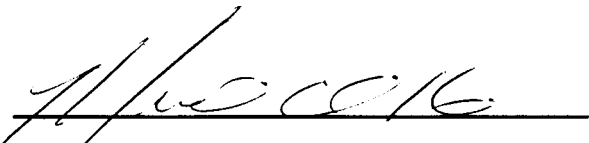
******Please attach all supporting documents******

City of Camden
Finance Department
Bureau of Revenue Collection

**CERTIFICATION BY
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following
titled Resolution, that is attached, to be presented to Council
for consideration, is correct to the best of my knowledge:

“RESOLUTION TO ASSIGN TAX LIENS AT FULL VALUE”


Michelle D. Hill, Tax Collector

7/29/21

Date



VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Prime Capital Management, LLC

MAILING ADDRESS: 110 S 8th Street - Floor 2, Suite 203, Philadelphia, PA 19107

PHONE: 888-445-0036 EMAIL: Jonathan@Camden4Rent.com

PROPERTY INFORMATION

BLOCK 758 LOT 53

PROPERTY LOCATION: 639 York Street

TAX SALE CERTIFICATE# 17-01048

AMOUNT OF LIEN AS OF DATE: ~9,200.00

AMOUNT OFFERED FOR LIEN: FULL AMOUNT DUE

PROPOSED USE OF PROPERTY: Rehabilitation & Stabilization of distressed/
delinquent property for residential occupancy
(i.e. use as primary residence, rental, side yard, etc.)

ADDITIONAL INFORMATION (please see rear of page)

Do you own any other land/property in the City of Camden? Yes X No _____

If "yes", list land/property addresses (attach additional pages if needed):

421 Washington St. 565 Berkley, 447 Royden

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X

If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes X No _____

If "yes" what are the land/property addresses? List

I hereby certify that all of the above information is true and correct. By submitting this request, I hereby give permission to the City of Camden to conduct an appropriate investigation to verify your responses, where such permission is required by applicable law, including checking your criminal history.



Signature

For office use only:

Received: _____ By: _____

In the event of approval I understand that I am purchasing a Tax Lien Certificate against said property with foreclosure rights. I will not become the owner of said property upon assignment. Industrial properties may be subject to the Spill Compensation and Control Act (N.J.S.A. 58:10A-1 ET SEQ.), and the Industrial Site Recovery Act (N.J.S.A. 12:1k-6 ET SEQ.



VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 6/23/21

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Nieve I Santana olivo

MAILING ADDRESS: 353 N. 34th Street, Camden, NJ 08105

PHONE: 856-979-5816 EMAIL: ScarlettRodriguez@gmail.com

PROPERTY INFORMATION

BLOCK 998 LOT 59

PROPERTY LOCATION: 553 N. 34th St / WS N 34th 49 N Pellum

TAX SALE CERTIFICATE# 17-01509

AMOUNT OF LIEN AS OF DATE: 1,148.00

AMOUNT OFFERED FOR LIEN: 1,500.00

PROPOSED USE OF PROPERTY: Side yard
(i.e. use as primary residence, rental, side yard, etc.)

ADDITIONAL INFORMATION (please see rear of page)

Do you own any other land/property in the City of Camden? Yes ☒ No ☐

If "yes", list land/property addresses (attach additional pages if needed):

553 N. 34th Street, Camden NJ

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes ☐ No ☒

If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes ☐ No ☒

If "yes" what are the land/property addresses? List

I hereby certify that all of the above information is true and correct. By submitting this request, I hereby give permission to the City of Camden to conduct an appropriate investigation to verify your responses, where such permission is required by applicable law, including checking your criminal history.

Melvin T. Santana

Signature

For office use only:

Received: ehy

By: [Signature]

In the event of approval I understand that I am purchasing a Tax Lien Certificate against said property with foreclosure rights. I will not become the owner of said property upon assignment. Industrial properties may be subject to the Spill Compensation and Control Act (N.J.S.A. 58:10A-1 ET SEQ.), and the Industrial Site Recovery Act (N.J.S.A. 12:1k-6 ET SEQ.)

Full
Value



FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/6/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1321 LOT 31

PROPERTY LOCATION 1231 Mechanic St

TAX SALE CERTIFICATE# 12-04001

AMOUNT OF LIEN AS OF DATE: 36,764.70

AMOUNT OFFERED FOR LIEN: Greater than or equal to 36,764.70

PROPOSED USE OF PROPERTY: Rehabilitation and Rent / Sale
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

J.R.

If "yes", list land/property addresses ~~(attach additional pages if needed)~~:

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X _____

If "yes" what are the land/property addresses? List

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Signature

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Received: _____ By: _____

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SUITE 117, CITY HALL, P.O. BOX 95120, CAMDEN, NEW JERSEY 08101-5120



VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 6/30/21

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: DELAWARE RIVERVIEW, LLC

MAILING ADDRESS: 601 N 3RD ST, Camden NJ 08102

PHONE: 856 979 8711 EMAIL: JackAyou611@gmail.com

PROPERTY INFORMATION

BLOCK 4 LOT 4

PROPERTY LOCATION: NS MILTON ES 3 CR 4th st

TAX SALE CERTIFICATE# 990038

AMOUNT OF LIEN AS OF DATE: Full value

AMOUNT OFFERED FOR LIEN: FULL VALUE

PROPOSED USE OF PROPERTY: Residential Development
(i.e. use as primary residence, rental, side yard, etc.)

ADDITIONAL INFORMATION (please see rear of page)

Do you own any other land/property in the City of Camden? Yes ☒ No ☒

If "yes", list land/property addresses (attach additional pages if needed):

1031 N 4th St

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No ☒

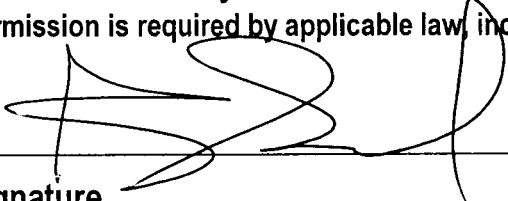
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No ☒

If "yes" what are the land/property addresses? List

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Signature

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VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: _____

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: _____



MAILING ADDRESS: _____

PHONE: 856-993-8378 EMAIL: Jwbone@blendedbm.com

PROPERTY INFORMATION

BLOCK 1272 LOT 6

PROPERTY LOCATION: 1510 Wildwood Ave

TAX SALE CERTIFICATE# 19-02031

AMOUNT OF LIEN AS OF DATE: _____

AMOUNT OFFERED FOR LIEN: Full Amount

PROPOSED USE OF PROPERTY: To buy and rehab in effort to create high
(i.e. use as primary residence, rental, side yard, etc.) quality housing for Camden residents currently
pursuing a college degree or who have
ADDITIONAL INFORMATION (please see rear of page) obtained a college degree.

Do you own any other land/property in the City of Camden? Yes _____ No X

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X

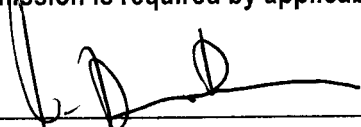
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X

If "yes" what are the land/property addresses? List

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VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: _____

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: _____

MAILING ADDRESS: _____



PHONE: 856-993-8378 EMAIL: Jwbone@blendedbm.com

PROPERTY INFORMATION

BLOCK 1244 LOT 119

PROPERTY LOCATION: 432 Raritan Street

TAX SALE CERTIFICATE# 14-02428

AMOUNT OF LIEN AS OF DATE: _____

AMOUNT OFFERED FOR LIEN: Full Amount

PROPOSED USE OF PROPERTY: To buy and rehab in effort to create high quality
(i.e. use as primary residence, rental, side yard, etc.) living units for Camden residents currently
pursuing a college degree or have already

ADDITIONAL INFORMATION (please see rear of page) obtained a college degree.

Do you own any other land/property in the City of Camden? Yes _____ No X

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X

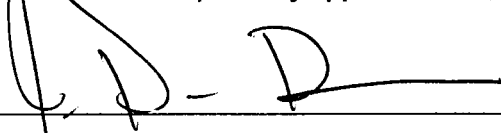
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X

If "yes" what are the land/property addresses? List

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VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

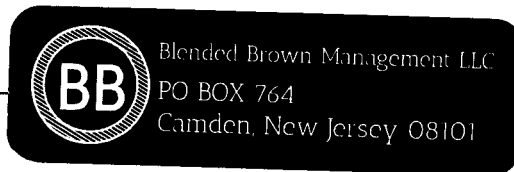
Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: _____

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: _____



MAILING ADDRESS: _____

PHONE: 856-993-8378 EMAIL: Jwbone@blendedbm.com

PROPERTY INFORMATION

BLOCK 1291 LOT 87

PROPERTY LOCATION: 1269 Kenwood Ave

TAX SALE CERTIFICATE# 15-02573

AMOUNT OF LIEN AS OF DATE: _____

AMOUNT OFFERED FOR LIEN: Full Amount

PROPOSED USE OF PROPERTY: To buy and rehab in effort to create high quality
(i.e. use as primary residence, rental, side yard, etc.) living units for Camden residents currently
pursuing a college degree or have already obtained

ADDITIONAL INFORMATION (please see rear of page) a college degree.

Do you own any other land/property in the City of Camden? Yes _____ No X

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X

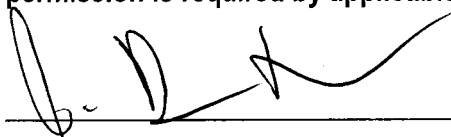
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X

If "yes" what are the land/property addresses? List

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VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: _____

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: _____



Blended Brown Management LLC
PO BOX 764
Camden, New Jersey 08101

MAILING ADDRESS: _____

PHONE: 856-993-8378

EMAIL: jwbone@blendedbm.com

PROPERTY INFORMATION

BLOCK 1287

LOT 21

PROPERTY LOCATION: 1124 Kenwood Ave

TAX SALE CERTIFICATE# 15-02533

AMOUNT OF LIEN AS OF DATE: _____

AMOUNT OFFERED FOR LIEN: Full Amount

PROPOSED USE OF PROPERTY: To buy and rehab in effort to create high

(i.e. use as primary residence, rental, side yard, etc.) quality living units for Camden residents currently pursuing a college degree or have obtained a college degree.

ADDITIONAL INFORMATION (please see rear of page)

Do you own any other land/property in the City of Camden? Yes _____ No X

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X

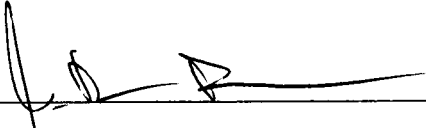
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X

If "yes" what are the land/property addresses? List

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Signature

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VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: _____

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: _____



Blended Brown Management LLC
PO BOX 764
Camden, New Jersey 08101

MAILING ADDRESS: _____

PHONE: 856-993-8378 EMAIL: Jwbone@blendedbm.com

PROPERTY INFORMATION

BLOCK 1285 LOT 110

PROPERTY LOCATION: 1044 Princess Ave

TAX SALE CERTIFICATE# 16-02525

AMOUNT OF LIEN AS OF DATE: _____

AMOUNT OFFERED FOR LIEN: Full Amount

PROPOSED USE OF PROPERTY: To buy and rehab in effort to create high quality
(i.e. use as primary residence, rental, side yard, etc.) housing for Camden residents currently
pursuing a college degree or who have already

ADDITIONAL INFORMATION (please see rear of page) obtained a college degree.

Do you own any other land/property in the City of Camden? Yes _____ No X

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X

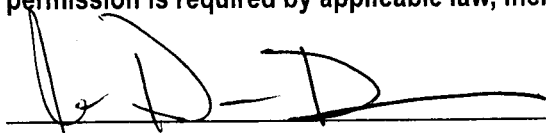
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X

If "yes" what are the land/property addresses? List

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Signature

For office use only:

Received: _____ By: • _____

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VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/6/21

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Michael Hill

MAILING ADDRESS: 1326 South 9th Street Camden NJ

PHONE: 267-407-6467 EMAIL: _____

PROPERTY INFORMATION

BLOCK 409 LOT 37

PROPERTY LOCATION: 1320 South 9th Street Camden NJ

TAX SALE CERTIFICATE# 19-00426

AMOUNT OF LIEN AS OF DATE: 3000

AMOUNT OFFERED FOR LIEN: ~~3000~~ Full Value

PROPOSED USE OF PROPERTY: Rehab and Rent
(i.e. use as primary residence, rental, side yard, etc.)

ADDITIONAL INFORMATION (please see rear of page)

Do you own any other land/property in the City of Camden? Yes ☒ No ☐

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes ☐ No ☒

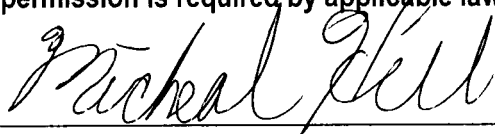
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes ☐ No ☒

If "yes" what are the land/property addresses? List

I hereby certify that all of the above information is true and correct. By submitting this request, I hereby give permission to the City of Camden to conduct an appropriate investigation to verify your responses, where such permission is required by applicable law, including checking your criminal history.



Signature

For office use only:

Received: _____ By: _____

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VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Full Value

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7-7-2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: MONIQUE S. WADE

MAILING ADDRESS: 1449 N. 55TH ST PHILA. Pa. 19131

PHONE: 267-678-9702 EMAIL: WADE-MONIQUE@YAHOO.COM

PROPERTY INFORMATION

BLOCK 28 LOT 78

PROPERTY LOCATION: 624 NO. 3RD ST CAMDEN NJ,

TAX SALE CERTIFICATE# 11-00052

TAMOUNT OF LIEN AS OF DATE: 16,280.05

AMOUNT OFFERED FOR LIEN: \$16,245.05

PROPOSED USE OF PROPERTY: RESIDENCE
(i.e. use as primary residence, rental, side yard, etc.)

ADDITIONAL INFORMATION (please see rear of page)

Do you own any other land/property in the City of Camden? Yes _____ No ☒

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No ☒

If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No ☒

If "yes" what are the land/property addresses? List

I hereby certify that all of the above information is true and correct. By submitting this request, I hereby give permission to the City of Camden to conduct an appropriate investigation to verify your responses, where such permission is required by applicable law, including checking your criminal history.

Monique Wade

Signature

For office use only:

Received: _____ By: _____

In the event of approval I understand that I am purchasing a Tax Lien Certificate against said property with foreclosure rights. I will not become the owner of said property upon assignment. Industrial properties may be subject to the Spill Compensation and Control Act (N.J.S.A. 58:10A-1 ET SEQ.), and the Industrial Site Recovery Act (N.J.S.A. 12:1k-6 ET SEQ.



VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: July 5, 2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Arthur Williams

MAILING ADDRESS: 1319 Chase Street, Camden, N.J. 08104

PHONE: 267-231-0942 EMAIL: Seeknfnd1@gmail.com

PROPERTY INFORMATION

BLOCK 1328 LOT 45

PROPERTY LOCATION: 1155 Whitman Ave - Camden, N.J.

TAX SALE CERTIFICATE# _____

AMOUNT OF LIEN AS OF DATE: 538.32

AMOUNT OFFERED FOR LIEN: \$538.32

PROPOSED USE OF PROPERTY: rental
(i.e. use as primary residence, rental, side yard, etc.)

ADDITIONAL INFORMATION (please see rear of page)

Do you own any other land/property in the City of Camden? Yes ☒ No ☐

If "yes", list land/property addresses (attach additional pages if needed):

1273 Chase Street, Camden, NJ 08101

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes ☐ No ☒

If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations? Yes ☐ No ☒

If "yes" what are the land/property addresses? List

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Arthur Williams

Signature

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FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 271 LOT 80

PROPERTY LOCATION 343 LIBERTY ST

TAX SALE CERTIFICATE# 20-00225

AMOUNT OF LIEN AS OF DATE: \$948.05

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$948.05

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

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Do you have any outstanding City code violations?

Yes _____ No X _____

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SUITE 117, CITY HALL, P.O. BOX 95120, CAMDEN, NEW JERSEY 08101-5120



FRANCISCO "FRANK" MORAN
MAYOR

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CITY OF CAMDEN
NEW JERSEY

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TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 154 LOT 101

PROPERTY LOCATION 408 SO 3RD ST

TAX SALE CERTIFICATE# 19-00112

AMOUNT OF LIEN AS OF DATE: \$3,960.51

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$3960.51

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

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Do you have any outstanding City code violations?

Yes _____ No X _____

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MAYOR

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REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 283 LOT 2

PROPERTY LOCATION 410 LINE ST

TAX SALE CERTIFICATE# 20-00277

AMOUNT OF LIEN AS OF DATE: \$613.13

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$613.13

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

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Do you have any outstanding City code violations?

Yes _____ No X _____

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DATE: 7/1/2021

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NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 768 LOT 12

PROPERTY LOCATION 418 GRANT ST

TAX SALE CERTIFICATE# 17-01061

AMOUNT OF LIEN AS OF DATE: \$2,000.37

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2000.37

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

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Do you have any outstanding City code violations?

Yes _____ No X _____

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DATE: 7/1/2021

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 285 LOT 56

PROPERTY LOCATION 418 PINE ST

TAX SALE CERTIFICATE# 19-00257

AMOUNT OF LIEN AS OF DATE: \$2,986.04

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2986.04

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X _____

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REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 343 LOT 48

PROPERTY LOCATION 422 LANSDOWN AVE

TAX SALE CERTIFICATE# 17-00333

AMOUNT OF LIEN AS OF DATE: \$4,251.65

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$4251.65

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

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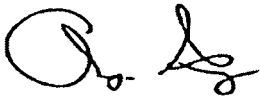
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X _____

If "yes" what are the land/property addresses? List

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FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

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TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 328 LOT 68.01

PROPERTY LOCATION 509 KAIGHN AVE

TAX SALE CERTIFICATE# 15-00344

AMOUNT OF LIEN AS OF DATE: \$1,646.53

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1646.53

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

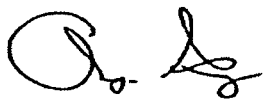
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X _____

If "yes" what are the land/property addresses? List

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SUITE 117, CITY HALL, P.O. BOX 95120, CAMDEN, NEW JERSEY 08101-5120



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REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 303 LOT 11

PROPERTY LOCATION 519 SPRUCE ST

TAX SALE CERTIFICATE# 19-00271

AMOUNT OF LIEN AS OF DATE: \$572.89

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$572.89

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

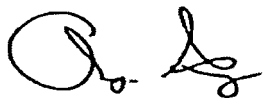
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X _____

If "yes" what are the land/property addresses? List

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MAYOR

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CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
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REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 339 LOT 339

PROPERTY LOCATION 520 LIBERTY ST

TAX SALE CERTIFICATE# 19-00327

AMOUNT OF LIEN AS OF DATE: \$931.31

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$931.31

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X _____

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REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 48 LOT 20

PROPERTY LOCATION 527 NO 2ND ST

TAX SALE CERTIFICATE# 19-00064

AMOUNT OF LIEN AS OF DATE: \$1,174.43

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1174.43

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

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Do you have any outstanding City code violations?

Yes _____ No X _____

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REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 212 LOT 67

PROPERTY LOCATION 532 ROYDEN ST

TAX SALE CERTIFICATE# 20A00180

AMOUNT OF LIEN AS OF DATE: \$1,054.67

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1054.67

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X _____

If "yes" what are the land/property addresses? List

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 801 LOT 4

PROPERTY LOCATION 542 NO 8TH ST

TAX SALE CERTIFICATE# 17-01115

AMOUNT OF LIEN AS OF DATE: \$3,769.01

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$3769.01

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

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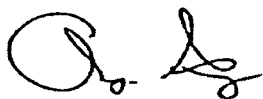
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X _____

If "yes" what are the land/property addresses? List

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SUITE 117, CITY HALL, P.O. BOX 95120, CAMDEN, NEW JERSEY 08101-5120



FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 321 LOT 11

PROPERTY LOCATION 562 WALNUT ST

TAX SALE CERTIFICATE# 20-00329

AMOUNT OF LIEN AS OF DATE: \$1,161.86

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1161.86

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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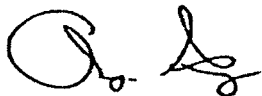
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Yes _____ No X _____

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PROPERTY INFORMATION

BLOCK 800 LOT 3

PROPERTY LOCATION 600 NO 9TH ST

TAX SALE CERTIFICATE# 20-00952

AMOUNT OF LIEN AS OF DATE: \$4,358.69

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$4358.69

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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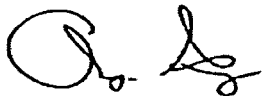
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PROPERTY INFORMATION

BLOCK 209 LOT 40

PROPERTY LOCATION 617 HENRY ST

TAX SALE CERTIFICATE# 15-00202

AMOUNT OF LIEN AS OF DATE: \$2,085.52

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2085.52

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PROPERTY INFORMATION

BLOCK 210 LOT 64

PROPERTY LOCATION 617 SO 5TH ST

TAX SALE CERTIFICATE# 19-00180

AMOUNT OF LIEN AS OF DATE: \$5,144.87

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$5144.87

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 210 LOT 65

PROPERTY LOCATION 619 SO 5TH ST

TAX SALE CERTIFICATE# 18-00189

AMOUNT OF LIEN AS OF DATE: \$5,033.32

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$5033.32

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 300 LOT 93

PROPERTY LOCATION 627 SPRUCE ST

TAX SALE CERTIFICATE# 17-00280

AMOUNT OF LIEN AS OF DATE: \$4,758.83

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$4758.83

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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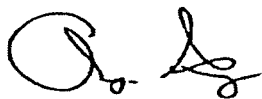
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PROPERTY INFORMATION

BLOCK 599 LOT 51

PROPERTY LOCATION 684 WOODLAND AVE

TAX SALE CERTIFICATE# 19-00627

AMOUNT OF LIEN AS OF DATE: \$3,034.27

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$3034.27

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PROPERTY INFORMATION

BLOCK 226 LOT 35

PROPERTY LOCATION 705 SO 3RD ST

TAX SALE CERTIFICATE# 20A00186

AMOUNT OF LIEN AS OF DATE: \$583.66

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$583.66

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 388 LOT 81

PROPERTY LOCATION 711 CHESTNUT ST

TAX SALE CERTIFICATE# 20-00429

AMOUNT OF LIEN AS OF DATE: \$1,894.35

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1894.35

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 759 LOT 42

PROPERTY LOCATION 722 BAILEY ST

TAX SALE CERTIFICATE# 20-00885

AMOUNT OF LIEN AS OF DATE: \$584.12

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$584.12

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

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Yes _____ No X _____

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PROPERTY INFORMATION

BLOCK 352 LOT 7

PROPERTY LOCATION 766 LINE ST

TAX SALE CERTIFICATE# 20A00368

AMOUNT OF LIEN AS OF DATE: \$1,291.13

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1291.13

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 389 LOT 7

PROPERTY LOCATION 768 MT VERNON ST

TAX SALE CERTIFICATE# 17-00404

AMOUNT OF LIEN AS OF DATE: \$3,658.03

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$3658.03

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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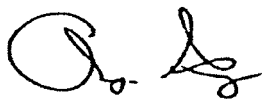
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PROPERTY INFORMATION

BLOCK 354 LOT 2

PROPERTY LOCATION 801 PRINCETON AVE

TAX SALE CERTIFICATE# 20A00369

AMOUNT OF LIEN AS OF DATE: \$785.60

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$785.6

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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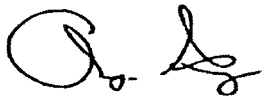
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Yes _____ No X _____

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SUITE 117, CITY HALL, P.O. BOX 95120, CAMDEN, NEW JERSEY 08101-5120



FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 958 LOT 83

PROPERTY LOCATION 812 NO 32ND ST

TAX SALE CERTIFICATE# 17-01437

AMOUNT OF LIEN AS OF DATE: \$4,404.39

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$4404.39

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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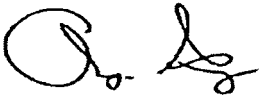
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PROPERTY INFORMATION

BLOCK 957 LOT 32

PROPERTY LOCATION 823 NO 32ND ST

TAX SALE CERTIFICATE# 19-01348

AMOUNT OF LIEN AS OF DATE: \$2,185.22

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2185.22

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 623 LOT 84

PROPERTY LOCATION 836 TULIP ST

TAX SALE CERTIFICATE# 17-00629

AMOUNT OF LIEN AS OF DATE: \$2,705.80

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2705.8

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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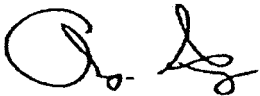
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PROPERTY INFORMATION

BLOCK 305 LOT 94

PROPERTY LOCATION 916 1/2 SO 4TH ST

TAX SALE CERTIFICATE# 17-00285

AMOUNT OF LIEN AS OF DATE: \$2,402.31

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2402.31

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 800 LOT 96

PROPERTY LOCATION 943 ELM ST

TAX SALE CERTIFICATE# 18-01025

AMOUNT OF LIEN AS OF DATE: \$4,677.61

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$4677.61

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 1285 LOT 99

PROPERTY LOCATION 1022 PRINCESS AVE

TAX SALE CERTIFICATE# 20-01884

AMOUNT OF LIEN AS OF DATE: \$737.06

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$737.06

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 849 LOT 31

PROPERTY LOCATION 1046 NO 19TH ST

TAX SALE CERTIFICATE# 17-01176

AMOUNT OF LIEN AS OF DATE: \$5,146.90

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$5146.9

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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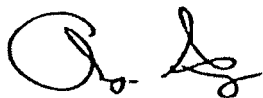
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PROPERTY INFORMATION

BLOCK 1310 LOT 38

PROPERTY LOCATION 1107 KAIGHN AVE

TAX SALE CERTIFICATE# 20-01981

AMOUNT OF LIEN AS OF DATE: \$5,102.25

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$5102.25

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 1309 LOT 53

PROPERTY LOCATION 1115 LOUIS ST

TAX SALE CERTIFICATE# 20A02105

AMOUNT OF LIEN AS OF DATE: \$810.12

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$810.12

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PROPERTY INFORMATION

BLOCK 1308 LOT 16

PROPERTY LOCATION 1117 SYCAMORE ST

TAX SALE CERTIFICATE# 17-02424

AMOUNT OF LIEN AS OF DATE: \$1,705.98

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1705.98

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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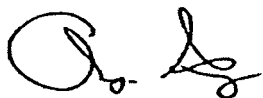
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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1308 LOT 17

PROPERTY LOCATION 1119 SYCAMORE ST

TAX SALE CERTIFICATE# 18-02235

AMOUNT OF LIEN AS OF DATE: \$590.21

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$590.21

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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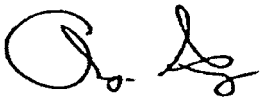
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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1328 LOT 17

PROPERTY LOCATION 1160 LANSDOWN AVE

TAX SALE CERTIFICATE# 20A02157

AMOUNT OF LIEN AS OF DATE: \$710.59

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$710.59

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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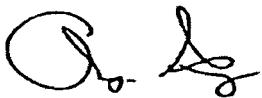
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TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1326 LOT 54

PROPERTY LOCATION 1172 ATLANTIC AVE

TAX SALE CERTIFICATE# 18-02293

AMOUNT OF LIEN AS OF DATE: \$2,258.53

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2258.53

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

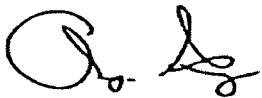
Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations? Yes _____ No X _____

If "yes" what are the land/property addresses? List

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SUITE 117, CITY HALL, P.O. BOX 95120, CAMDEN, NEW JERSEY 08101-5120



FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

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PROPERTY INFORMATION

BLOCK 1320 LOT 67

PROPERTY LOCATION 1207 1/2 LIBERTY ST

TAX SALE CERTIFICATE# 18-02272

AMOUNT OF LIEN AS OF DATE: \$2,327.11

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2327.11

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

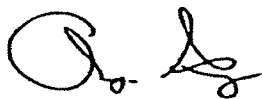
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Do you have any outstanding City code violations?

Yes _____ No X _____

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PROPERTY INFORMATION

BLOCK 1361 LOT 32

PROPERTY LOCATION 1229 CARL MILLER BLVD

TAX SALE CERTIFICATE# 20A02291

AMOUNT OF LIEN AS OF DATE: \$646.49

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$646.49

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 1354 LOT 47

PROPERTY LOCATION 1229 CHASE ST

TAX SALE CERTIFICATE# 19-02317

AMOUNT OF LIEN AS OF DATE: \$3,004.51

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$3004.51

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 1331 LOT 123

PROPERTY LOCATION 1231 LANSDOWN AVE

TAX SALE CERTIFICATE# 19-02242

AMOUNT OF LIEN AS OF DATE: \$4,619.67

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$4619.67

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1361

LOT 7

PROPERTY LOCATION 1236 SHERIDAN ST

TAX SALE CERTIFICATE# 20-02161

AMOUNT OF LIEN AS OF DATE: \$1,533.81

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1533.81

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 1354 LOT 14

PROPERTY LOCATION 1238 MORTON ST

TAX SALE CERTIFICATE# 1238 MORTON ST

AMOUNT OF LIEN AS OF DATE: \$984.05

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$984.05

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 1333 LOT 16

PROPERTY LOCATION 1250 LANSDOWN AVE

TAX SALE CERTIFICATE# 18-02314

AMOUNT OF LIEN AS OF DATE: \$3,727.87

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$3727.87

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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Yes _____ No X _____

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PROPERTY INFORMATION

BLOCK 1356 LOT 23

PROPERTY LOCATION 1252 JACKSON ST

TAX SALE CERTIFICATE# 20A02267

AMOUNT OF LIEN AS OF DATE: \$760.13

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$760.13

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PROPERTY INFORMATION

BLOCK 1354 LOT 161

PROPERTY LOCATION 1256 MORTON ST

TAX SALE CERTIFICATE# 20-02125

AMOUNT OF LIEN AS OF DATE: \$1,930.34

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1930.34

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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Yes _____ No X _____

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PROPERTY INFORMATION

BLOCK 1343 LOT 124

PROPERTY LOCATION 1273 EVERETT ST

TAX SALE CERTIFICATE# 20A02199

AMOUNT OF LIEN AS OF DATE: \$539.74

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$539.74

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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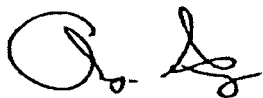
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Yes _____ No X _____

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PROPERTY INFORMATION

BLOCK 1362 LOT 113

PROPERTY LOCATION 1275 CARL MILLER BLVD

TAX SALE CERTIFICATE# 19-02366

AMOUNT OF LIEN AS OF DATE: \$2,464.49

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2464.49

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PROPERTY INFORMATION

BLOCK 1355 LOT 173

PROPERTY LOCATION 1281 JACKSON ST

TAX SALE CERTIFICATE# 20A02263

AMOUNT OF LIEN AS OF DATE: \$622.48

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$622.48

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1354 LOT 158

PROPERTY LOCATION 1282 MORTON ST

TAX SALE CERTIFICATE# 20-02124

AMOUNT OF LIEN AS OF DATE: \$1,505.12

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1505.12

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X _____

If "yes" what are the land/property addresses? List

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SUITE 117, CITY HALL, P.O. BOX 95120, CAMDEN, NEW JERSEY 08101-5120



FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1334 LOT 1334

PROPERTY LOCATION 1290 MECHANIC ST

TAX SALE CERTIFICATE# 19-02250

AMOUNT OF LIEN AS OF DATE: \$4,299.37

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$4299.37

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

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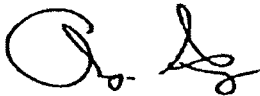
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Do you have any outstanding City code violations?

Yes _____ No X _____

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1335 LOT 65

PROPERTY LOCATION 1314 ATLANTIC AVE

TAX SALE CERTIFICATE# 20A02178

AMOUNT OF LIEN AS OF DATE: \$686.73

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$686.73

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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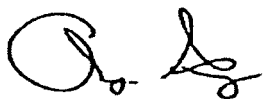
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PROPERTY INFORMATION

BLOCK 1367 LOT 36

PROPERTY LOCATION 1330 CARL MILLER BLVD

TAX SALE CERTIFICATE# 19-02396

AMOUNT OF LIEN AS OF DATE: \$5,242.31

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$5242.31

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

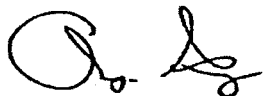
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PROPERTY INFORMATION

BLOCK 1330 LOT 3

PROPERTY LOCATION 1405 NORRIS ST

TAX SALE CERTIFICATE# 20-02039

AMOUNT OF LIEN AS OF DATE: \$2,588.22

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2588.22

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 1324 LOT 41

PROPERTY LOCATION 1419 LOUIS ST

TAX SALE CERTIFICATE# 20-02018

AMOUNT OF LIEN AS OF DATE: \$725.34

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$725.34

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PROPERTY INFORMATION

BLOCK 1324 LOT 42

PROPERTY LOCATION 1421 LOUIS ST

TAX SALE CERTIFICATE# 20-02019

AMOUNT OF LIEN AS OF DATE: \$1,114.10

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1114.1

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 342 LOT 112

PROPERTY LOCATION 1446 SO 4TH ST

TAX SALE CERTIFICATE# 19-00336

AMOUNT OF LIEN AS OF DATE: \$4,818.75

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$4818.75

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

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PROPERTY INFORMATION

BLOCK 469 LOT 113

PROPERTY LOCATION 1622 FILLMORE ST

TAX SALE CERTIFICATE# 19-00551

AMOUNT OF LIEN AS OF DATE: \$3,892.05

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$3892.05

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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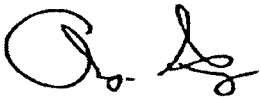
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Do you have any outstanding City code violations?

Yes _____ No X _____

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 486 LOT 27

PROPERTY LOCATION 1809 FILLMORE ST

TAX SALE CERTIFICATE# 18-00526

AMOUNT OF LIEN AS OF DATE: \$4,459.83

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$4459.83

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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Do you have any outstanding City code violations?

Yes _____ No X _____

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PROPERTY INFORMATION

BLOCK 487 LOT 78

PROPERTY LOCATION 1817 SO 6TH ST

TAX SALE CERTIFICATE# 19-00593

AMOUNT OF LIEN AS OF DATE: \$2,518.21

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2518.21

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

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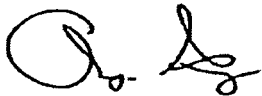
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Do you have any outstanding City code violations?

Yes _____ No X _____

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 487 LOT 79

PROPERTY LOCATION 1819 SO 6TH ST

TAX SALE CERTIFICATE# 20A00599

AMOUNT OF LIEN AS OF DATE: \$589.41

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$589.41

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PROPERTY INFORMATION

BLOCK 486 LOT 10

PROPERTY LOCATION 1820-26 BROADWAY

TAX SALE CERTIFICATE# 18-00524

AMOUNT OF LIEN AS OF DATE: \$4,466.88

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$4466.88

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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Yes _____ No X

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REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 482 LOT 74

PROPERTY LOCATION 1835 BROADWAY

TAX SALE CERTIFICATE# 19-00575

AMOUNT OF LIEN AS OF DATE: \$3,951.64

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$3951.64

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

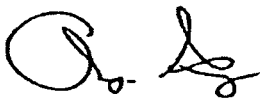
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X _____

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SUITE 117, CITY HALL, P.O. BOX 95120, CAMDEN, NEW JERSEY 08101-5120



FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 492 LOT 40

PROPERTY LOCATION 1934 FILLMORE ST

TAX SALE CERTIFICATE# 20A00612

AMOUNT OF LIEN AS OF DATE: \$1,069.18

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1069.18

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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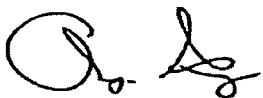
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PROPERTY INFORMATION

BLOCK 1200 LOT 1

PROPERTY LOCATION 1978 FEDERAL ST

TAX SALE CERTIFICATE# 16-02250

AMOUNT OF LIEN AS OF DATE: \$1,851.55

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1851.55

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PROPERTY INFORMATION

BLOCK 851 LOT 47

PROPERTY LOCATION 2119 RIVER AVE

TAX SALE CERTIFICATE# 17-01185

AMOUNT OF LIEN AS OF DATE: \$3,622.97

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$3622.97

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 979 LOT 30

PROPERTY LOCATION 2770-2772 THOMPSON ST

TAX SALE CERTIFICATE# 17-01459

AMOUNT OF LIEN AS OF DATE: \$1,042.63

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1042.63

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

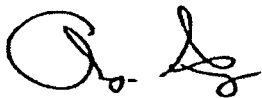
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PROPERTY INFORMATION

BLOCK 933 LOT 35

PROPERTY LOCATION 2851 RIVER AVE

TAX SALE CERTIFICATE# 20-01167

AMOUNT OF LIEN AS OF DATE: \$2,455.54

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2455.54

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PROPERTY INFORMATION

BLOCK 658 LOT 1

PROPERTY LOCATION 2894 TUCKAHOE RD

TAX SALE CERTIFICATE# 19-00725

AMOUNT OF LIEN AS OF DATE: \$3,433.91

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$3433.91

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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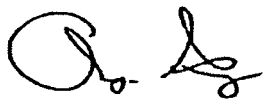
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PROPERTY INFORMATION

BLOCK 968 LOT 2

PROPERTY LOCATION 2907 CLEVELAND AVE

TAX SALE CERTIFICATE# 20A01325

AMOUNT OF LIEN AS OF DATE: \$831.07

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$831.07

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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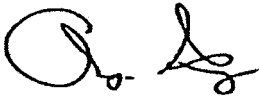
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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 707 LOT 5

PROPERTY LOCATION 2919 MT EPHRAIM AVE

TAX SALE CERTIFICATE# 19-00885

AMOUNT OF LIEN AS OF DATE: \$1,669.73

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1669.73

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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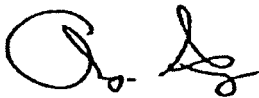
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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1104 LOT 55

PROPERTY LOCATION 2938 SAUNDERS ST

TAX SALE CERTIFICATE# 20-01493

AMOUNT OF LIEN AS OF DATE: \$616.36

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$616.36

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

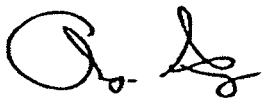
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PROPERTY INFORMATION

BLOCK 1022 LOT 69

PROPERTY LOCATION 3190 WESTFIELD AVE

TAX SALE CERTIFICATE# 20-01307

AMOUNT OF LIEN AS OF DATE: \$1,337.86

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1337.86

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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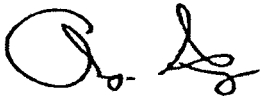
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PROPERTY INFORMATION

BLOCK 957 LOT 17

PROPERTY LOCATION ES BEIDEMAN 270N CLEVELND

TAX SALE CERTIFICATE# 15-01577

AMOUNT OF LIEN AS OF DATE: \$1,870.47

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1870.47

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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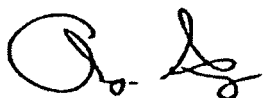
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PROPERTY INFORMATION

BLOCK 856 LOT 39

PROPERTY LOCATION ES N 22ND 200 N HAYES AVE

TAX SALE CERTIFICATE# 20A01117

AMOUNT OF LIEN AS OF DATE: \$3,511.71

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$3511.71

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

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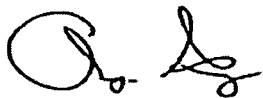
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X _____

If "yes" what are the land/property addresses? List

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SUITE 117, CITY HALL, P.O. BOX 95120, CAMDEN, NEW JERSEY 08101-5120



FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 370 LOT 54

PROPERTY LOCATION ES SO 7TH 72 S SPRUCE

TAX SALE CERTIFICATE# 17-00375

AMOUNT OF LIEN AS OF DATE: \$2,253.59

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2253.59

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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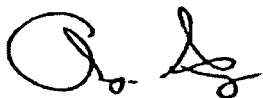
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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 341 LOT 124

PROPERTY LOCATION NS ATLANTIC 70 W BROADWAY

TAX SALE CERTIFICATE# 18-00318

AMOUNT OF LIEN AS OF DATE: \$2,095.78

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2095.78

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 652 LOT 54

PROPERTY LOCATION NS DALLAS 115 W TUCKAHOE

TAX SALE CERTIFICATE# 20-00700

AMOUNT OF LIEN AS OF DATE: \$1,406.67

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1406.67

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 933 LOT 33

PROPERTY LOCATION NS RIVER 280 E 28TH ST

TAX SALE CERTIFICATE# 20-01165

AMOUNT OF LIEN AS OF DATE: \$1,171.70

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1171.7

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 933 LOT 34

PROPERTY LOCATION NS RIVER 300 E 28TH ST

TAX SALE CERTIFICATE# 20-01166

AMOUNT OF LIEN AS OF DATE: \$1,171.70

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1171.7

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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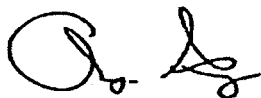
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EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1371

LOT 61

PROPERTY LOCATION NS SAYRS 193 E OF MT EPHR

TAX SALE CERTIFICATE# 18-02484

AMOUNT OF LIEN AS OF DATE: \$659.98

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$659.98

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 933 LOT 42

PROPERTY LOCATION NW RIVER & 29TH ST

TAX SALE CERTIFICATE# 20-01168

AMOUNT OF LIEN AS OF DATE: \$1,166.64

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1166.64

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 1178 LOT 62

PROPERTY LOCATION RR 209-219 EUTAW 71S BNSN

TAX SALE CERTIFICATE# 17-02005

AMOUNT OF LIEN AS OF DATE: \$655.24

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$655.24

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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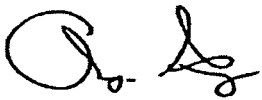
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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1107 LOT 15

PROPERTY LOCATION SE SAUNDERS & 30TH ST

TAX SALE CERTIFICATE# 16-02007

AMOUNT OF LIEN AS OF DATE: \$747.80

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$747.8

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1078 LOT 40

PROPERTY LOCATION SE WALDORF & GARDEN AVE

TAX SALE CERTIFICATE# 15-01946

AMOUNT OF LIEN AS OF DATE: \$1,936.53

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1936.53

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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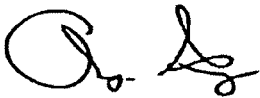
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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 978 LOT 29

PROPERTY LOCATION SS PLEASANT 143 W 29TH ST

TAX SALE CERTIFICATE# 20-01221

AMOUNT OF LIEN AS OF DATE: \$721.39

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$721.39

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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PROPERTY INFORMATION

BLOCK 770 LOT 45

PROPERTY LOCATION SS STATE 10 W OF 5TH ST

TAX SALE CERTIFICATE# 16-01159

AMOUNT OF LIEN AS OF DATE: \$1,165.89

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1165.89

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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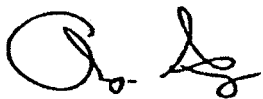
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REQUEST FOR ASSIGNMENT OF MUNICIPAL HELD LIEN

DATE: 7/1/2021

CONTACT INFORMATION OF PERSON REQUESTING ASSIGNMENT:

NAME: Cooper Square Acquisition 1, LLC

MAILING ADDRESS: 900 Haddon Ave Suite 438 Collingswood NJ 08108 US

PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1314 LOT 38

PROPERTY LOCATION WS HADDON 120S OF SYCAMOR

TAX SALE CERTIFICATE# 17-02436

AMOUNT OF LIEN AS OF DATE: \$4,404.39

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$4404.39

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

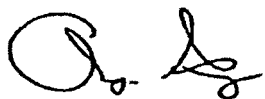
If "yes", what are the land/property addresses? List.

Do you have any outstanding City code violations?

Yes _____ No X _____

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SUITE 117, CITY HALL, P.O. BOX 95120, CAMDEN, NEW JERSEY 08101-5120



FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

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PROPERTY INFORMATION

BLOCK 834 LOT 61

PROPERTY LOCATION WS N 24TH 200 N WAYNE AVE

TAX SALE CERTIFICATE# 20-00997

AMOUNT OF LIEN AS OF DATE: \$1,129.35

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1129.35

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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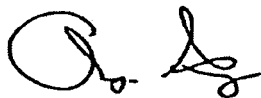
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PROPERTY INFORMATION

BLOCK 1148 LOT 14

PROPERTY LOCATION 15-17 NO 23RD ST

TAX SALE CERTIFICATE# 20-01590

AMOUNT OF LIEN AS OF DATE: \$765.40

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$765.4

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

If "yes", list land/property addresses (attach additional pages if needed):

Do you have any outstanding taxes, water or sewer charges, fees, judgements or any indebtedness owed to the City? Yes _____ No X _____

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1148 LOT 13

PROPERTY LOCATION 21 NO 23RD ST

TAX SALE CERTIFICATE# 20-01589

AMOUNT OF LIEN AS OF DATE: \$818.24

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$818.24

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

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If "yes", list land/property addresses (attach additional pages if needed):

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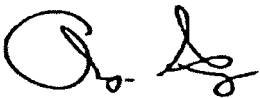
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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1148 LOT 12

PROPERTY LOCATION 25 NO 23RD ST

TAX SALE CERTIFICATE# 20-01588

AMOUNT OF LIEN AS OF DATE: \$991.18

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$991.18

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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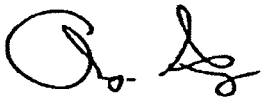
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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1148 LOT 9

PROPERTY LOCATION 39 NO 23RD ST

TAX SALE CERTIFICATE# 19-01781

AMOUNT OF LIEN AS OF DATE: \$1,108.57

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1108.57

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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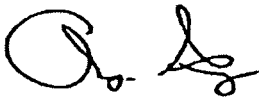
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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 1172 LOT 154

PROPERTY LOCATION 236 GRAND AVE

TAX SALE CERTIFICATE# 20A01753

AMOUNT OF LIEN AS OF DATE: \$1,403.10

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1403.1

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 246 LOT 51

PROPERTY LOCATION 302 WALNUT ST

TAX SALE CERTIFICATE# 20A00208

AMOUNT OF LIEN AS OF DATE: \$1,426.86

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1426.86

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PROPERTY INFORMATION

BLOCK 229 LOT 97

PROPERTY LOCATION 319 RAMONA GONZALEZ ST

TAX SALE CERTIFICATE# 16-00220

AMOUNT OF LIEN AS OF DATE: \$3,956.47

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$3956.47

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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PROPERTY INFORMATION

BLOCK 269 LOT 115

PROPERTY LOCATION 325 1/2 KAIGHN AVE

TAX SALE CERTIFICATE# 19-00234

AMOUNT OF LIEN AS OF DATE: \$1,506.52

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$1506.52

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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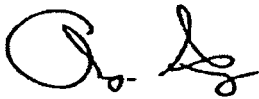
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PROPERTY INFORMATION

BLOCK 256 LOT 41

PROPERTY LOCATION 329 SYCAMORE ST

TAX SALE CERTIFICATE# 19-00222

AMOUNT OF LIEN AS OF DATE: \$722.16

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$722.16

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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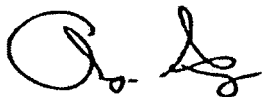
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PHONE: (856) 245 5188 EMAIL: ag@cooperacq.com

PROPERTY INFORMATION

BLOCK 271 LOT 69

PROPERTY LOCATION 330 KAIGHN AVE

TAX SALE CERTIFICATE# 17-00215

AMOUNT OF LIEN AS OF DATE: \$2,130.02

AMOUNT OFFERED FOR LIEN: Greater of Full Redemption Value or \$2130.02

PROPOSED USE OF PROPERTY: Rehabilitation for Sale or Rent
(i.e. use as residence, rental, side yard, etc.)

ADDITIONAL INFORMATION

Do you own any other land/property in the City of Camden? Yes X No

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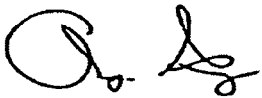
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MBS:dh
09-14-21

R-21

**RESOLUTION AUTHORIZING THE UPGRADE OF STREET LIGHTING OF
VARIOUS STREETS (STATION AVENUE AND FEDERAL STREET)**

WHEREAS, the City of Camden has committed to take responsibility and hereby accepts upgraded street lighting located at Federal Street and Station Street with 73 watt LED Lights from 70 watt sodium lights on existing components; and

WHEREAS, the monthly increase in utility cost for the current year will be \$66.18 per month for a total amount of \$794.16; 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 upgrade installation of the street lighting of 73 watt LED lights located at Federal Street and Station Street; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper officials are hereby authorized to upgrade the Street Lighting.

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

Date of Introduction: September 14, 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: Walk On – 9-14-2021

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

FROM: Keith Walker, Director Public Works, CPWM, EME, CEM

Department Making Request: Department of Public Works

TITLE OF RESOLUTION/ORDINANCE: Resolution Authorizing the upgrade of Street Lighting of various streets (Station Ave & Federal Street – See attached)

BRIEF DESCRIPTION OF ACTION: Resolution Authorizing the upgrading of Street Lighting on Federal Street (1 light) and Station Avenue (11 lights). Attached see Appendix A Schedules which will show identified cross streets. This is an upgrade (update) of existing street lighting from 70 watt sodium lights to 73 watt LED lighting.

BIDDING PROCESS: Tariffed Regulatory Utility thru NJBPU
Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

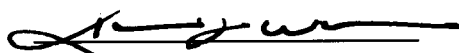
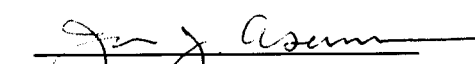
APPROPRIATION ACCOUNT(S): *(If applicable)* 1-01-436-905

AMOUNT: *(If applicable)* Increase of \$ 66.18 per month (\$794.16 per year)



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>8-26-21</u>	
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
☐ CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>8-30-21</u>	
Received by City Attorney:	<u>9/1/21</u>	

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	_____ Cheryl Pine _____	_____ 609-705-7467 _____
Contact Person:	_____ Cheryl Pine _____	_____ 609-705-7467 _____

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	Public Utility Service
Name of Vendor	PSE & G (Public Service Electric & Gas)
Purpose or Need for service:	Upgrade (update) of Existing Street Lighting on Federal Street and Station Avenue (see attached Appendix A Schedules for Listing),, from 70 watt Sodium Lighting to 73 watt LED lighting.
Contract Award Amount	Tariffed Regulatory Utility
Term of Contract	Starting January 2022 – Period of 1 years
Temporary or Seasonal	Year Round
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	No bids required – PSE & G is a franchise area – Rates are set by tariff through the NJBPU
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 8.30.21

*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 _____



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Station Ave

Contract Account # 7350843305

Customer Name: City of Camden

For Service at Address: Station Ave, Camden

CostType	Product	Qty	Amount
Install	Bracket	1	\$3.36
	Luminaire	6	\$111.84
Monthly Install Totals		7	\$115.20
Remove	Luminaire	5	\$48.63
Monthly Removal Totals		5	\$48.63

This is Not an Invoice

RptSycAgt



We make things work for you

Request for Lighting Service - PSEG Confidential

Project Name: City of Camden - Station Ave **Project Status:** Agreement **Presented Date:** 8/26/2021
Customer Name: City of Camden **BP#** 1000450741 **Contract Account #** 7350843305
Service Address: Station Ave, Camden **Effective Date:** 8/26/2021 **Service Date:** 12/31/2021
Contact Name: Keith Walker **Contract Term:** 1 Year **Distribution:** OH
Office Tel: (856) 757-7500 **Cell Phone:** **E-Mail:** **Fax:**

☐ OfficeRecord

Purchase Order #

STANDARD	SPECIAL					
Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
5002530787	4003822253	4005015665	6567063	500890585		

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Secn 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	IC
Bracket	1	EX0501298B	BPL		☐	☐	☐	Install	New	Set Exist	3.36	0.00	0.00			0.00		0.00	5682
Luminaire	1	ES050927BL	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	11.63	0.00			0.00			5679
Luminaire	4	ES050926BL	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	9.25	0.00			0.00			5680
Luminaire	6	EX053287BL	BPL		☐	☐	☒	Install	New	Set Exist	18.64	0.00	0.00			0.00		0.00	5681

Rates and Costs Summary

		Grand Total One Time Upfront Cost		One-Time Cost Totals	
		\$0.00		Cost for Construction (CIAC)	
				Foundation Credit Total	
				Pole Upfront Cost Total	
				Bracket Upfront Cost Total	
				Accessory Upfront Cost Total	
				Lumin Upfront Cost Total	

Installs: Monthly Service Charge Totals		Removes: Prior Charges (No Charge to Remove)	
Luminaire Mth Svc Charge Total	\$111.84	Luminaires: Prior Monthly Charges	\$48.63
Pole Mthly Service Charge Total	\$0.00	Poles: Prior Monthly Charges	\$0.00
Bracket Mthly Serv Chrg Total	\$3.36	Brackets: Prior Monthly Charges	\$0.00
Mthly Service Charge Totals	\$115.20	Prior Monthly Charge Totals	\$48.63

Comments Remove 1) 70W HPS and 4) 50W HPS and Install 6) 73W LED Cobras.

RepEmail: Walter.Ruff@pseg.com

Tel: (609) 387-0526

Print Signatory Name/Title:

Keith Walker

PSEG Representative: Walter Ruff

*Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a - TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191	BPL-POF: Original sheet No. 199-200	PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.
2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.
3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.
4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.
5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. **Exclusivity of Warranties and Remedies.** The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 - CANCELTION 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:
5679	Station Ave	8 PNO Ferry	12924	Luminaire
5680	Station Ave	7 PNO Ferry	12725	Luminaire
5680	Station Ave	6 PNO Ferry	12688	Luminaire
5680	Station Ave	5 PNO Ferry	12686	Luminaire
5680	Station Ave	2 PNO Ferry	67699	Luminaire
5681	Station Ave	8 PNO Ferry	12924	Luminaire
5681	Station Ave	7 PNO Ferry	12725	Luminaire
5681	Station Ave	6 PNO Ferry	12688	Luminaire
5681	Station Ave	5 PNO Ferry	12686	Luminaire
5681	Station Ave	2 PNO Ferry	67699	Luminaire

5681	Station Ave	1 PNO Ferry	67693	Lumen, Bracket



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Federal St

Contract Account # 7350843305

Customer Name: City of Camden

For Service at Address: Federal St, Camden

CostType	Product	Qty	Amount
Install	Luminaire	1	\$18.64
Monthly Install Totals		1	\$18.64
Remove	Luminaire	1	\$19.03
Monthly Removal Totals		1	\$19.03

This is Not an Invoice

Request for Lighting Service - PSEG Confidential

Project Name:	City of Camden - Federal St	Project Status	Agreement	Presented Date:	8/26/2021
Customer Name:	City of Camden	BP#	1000450741	Contract Account #	7350843305
Service Address:	Federal St, Camden	Effective Date:	8/26/2021	Service Date:	12/31/2021
Contact Name:	Keith Walker	Contract Term:	1 Year	Distribution:	OH
Office Tel:	(856) 757-7500	Cell Phone:		Email:	
				Fax:	

☐ OfficeRecord**Purchase Order #**

STANDARD		SPECIAL		☐ OfficeRecord		Purchase Order #
Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
5002530787	4003822253	4005015665	6567104	500896962		

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Secn Available	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remov Rate	Upfnt Rate	Access Product Qty	Access Product Code	Access Upfnt Rate	Found Credit Qty	Found Credit Amt	II
Luminair	1	EX053287BL	8PL		☐	☐	☒	Install	New	Set Exist	18.64	0.00	0.00			0.00		0.00	5684
Luminair	1	ES050928BL	8PL		☐	☐	☒	Remove	Upgrade	Remove	0.00	19.03	0.00			0.00			5683

Rates and Costs Summary

<u>Summary</u>		Grand Total One Time Upfront Cost		<u>One-Time Cost Totals</u>	
		\$0.00		Cost for Construction (CIAC) \$0.00	
<u>Installs: Monthly Service Charge Totals</u>		<u>Removes: Prior Charges (No Charge to Remove)</u>		<u>Foundation Credit Total</u> \$0.00	
Luminaire Mth Svc Charge Total	\$18.64	Luminaires: Prior Monthly Charges	\$19.03	Pole Upfront Cost Total	\$0.00
Pole Mthly Service Charge Total	\$0.00	Poles: Prior Monthly Charges	\$0.00	Bracket Upfront Cost Total	\$0.00
Bracket Mthly Serv Chrg Total	\$0.00	Brackets: Prior Monthly Charges	\$0.00	Accessory Upfront Cost Total	\$0.00
Mthly Service Charge Totals	\$18.64	Prior Monthly Charge Totals	\$19.03	Lumin Upfront Cost Total	\$0.00

Comments Remove 1) 250W HPS and Install 1) 73W LED Cobra.

RepEmail: Walter.Ruff@pseg.com

Tel: (609) 387-0526

Print Signatory Name/Title:

Keith walker

PSEG Representative: Walter Ruff

*Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

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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.

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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 - CANCELTION 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:
5684	Federal St	1 PEO N 35th	66700	Luminaire

MBS:dh
09-14-21

R-22

**RESOLUTION AUTHORIZING THE INSTALLATION OF
TWO (2) NEW STREETLIGHTS ON FERRY AVENUE**

WHEREAS, the City of Camden has committed to take responsibility and hereby accepts Two (2) Street Lights and components to be installed on Ferry Avenue; 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 \$44.00 per month for a total amount of \$528.00; and

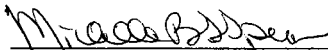
WHEREAS, the City Council of the City of Camden has determined that it is in the best interest of the City to authorize the installation of the new street lighting improvements on Ferry Avenue; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper officials are hereby authorized to accept the 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: September 14, 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: Walk On – 9-14-2021

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

FROM: Keith Walker, Director Public Works, CPWM, EME, CEM

Department Making Request: Department of Public Works

TITLE OF RESOLUTION/ORDINANCE: Resolution Authorizing the New Installation of Street Lighting on Ferry Avenue (2 lights).

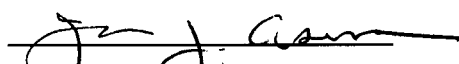
BRIEF DESCRIPTION OF ACTION: Resolution Authorizing the installation of new Street Lighting on Ferry Avenue (2 lights). Attached see Appendix A Schedule which will show identified cross street. This is a new installation of street lighting (73 watt LED lighting).

BIDDING PROCESS: Tariffed Regulatory Utility thru NJBPU
Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): *(If applicable)* 1-01-436-905

AMOUNT: *(If applicable)* \$44.00 per month (\$528.00 per year)

☒ **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:	8-26-21	
Approved by Grants Management:	_____	_____
		<i>(If applicable)</i>
Approved by Finance Director:	_____	_____
☐ CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	8-30-21	
Received by City Attorney:	9/1/21	

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	Cheryl Pine	609-705-7467
Contact Person:	Cheryl Pine	609-705-7467

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

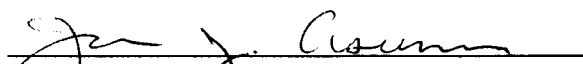
Professional Service or EUS Type	Public Utility Service
Name of Vendor	PSE & G (Public Service Electric & Gas)
Purpose or Need for service:	Installation of new Street Lighting on Ferry Avenue (2 new lights, see attached Appendix A Schedules for cross streets)
Contract Award Amount	Tariffed Regulatory Utility
Term of Contract	Starting January 2022 – Period of 1 years
Temporary or Seasonal	Year Round
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	No bids required – PSE & G is a franchise area – Rates are set by tariff through the NJBPU
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 8.30.21

*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 _____



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Ferry Ave
Customer Name: City of Camden
For Service at Address: Ferry Ave, Camden

Contract Account # 7350843305

CostType	Product	Qty	Amount
Install	Luminaire	2	\$37.28
	Bracket	2	\$6.72
Monthly Install Totals		4	\$44.00

This is Not an Invoice

RptSvcAg



We make things work for you

Request for Lighting Service - PSEG Confidential

Project Name: City of Camden - Ferry Ave **Project Status:** Agreement **Presented Date:** 8/26/2021
Customer Name: City of Camden **BP#** 1000450741 **Contract Account #** 7350843305
Service Address: Ferry Ave, Camden **Effective Date:** 8/26/2021 **Service Date:** 12/31/2021
Contact Name: Keith Walker **Contract Term:** 1 Year **Distribution:** OH
Office Tel: (856) 757-7500 **Cell Phone:** **Email:** **Fax:**

☐ OfficeRecord

Purchase Order #

STANDARD	SPECIAL					
Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
5002530787	4003822253	4005015665	6567168	500897855		

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	Upfnt Rate	Access Product Qty	Access Product Code	Access Upfnt Rate	Found Credit Qty	Found Credit Amt	IT
Bracket	2	EX0501298B	BPL		☐	☐	☐	Install	New	Set Exist	3.36	0.00	0.00			0.00		0.00	5687
Luminair	1	EX053287BL	BPL		☐	☐	☒	Install	New	Set Exist	18.64	0.00	0.00			0.00		0.00	5686
Luminair	1	EX053287BL	BPL		☐	☐	☐	Install	New	Set Exist	18.64	0.00	0.00			0.00		0.00	5685

Rates and Costs Summary

Grand Total One Time Upfront Cost		One-Time Cost Totals	
\$0.00		Cost for Construction (CIAC)	\$0.00
Installs: Monthly Service Charge Totals		Foundation Credit Total	\$0.00
Luminaire Mth Svc Charge Total	\$37.28	Pole Upfront Cost Total	\$0.00
Pole Mthly Service Charge Total	\$0.00	Bracket Upfront Cost Total	\$0.00
Bracket Mthly Serv Chrg Total	\$6.72	Accessory Upfront Cost Total	\$0.00
Mthly Service Charge Totals	\$44.00	Lumin Upfront Cost Total	\$0.00
Removes: Prior Charges (No Charge to Remove)			
Luminaires: Prior Monthly Charges	\$0.00		
Poles: Prior Monthly Charges	\$0.00		
Brackets: Prior Monthly Charges	\$0.00		
Prior Monthly Charge Totals	\$0.00		

Comments Install 2) 73W LED Cobras.

RepEmail: Walter.Ruff@pseg.com

Tel: (609) 387-0526

Print Signatory Name/Title: Keith Walker

PSEG Representative: Walter Ruff

*Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a - TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191	BPL-POF: Original sheet No. 199-200	PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. **Exclusivity of Warranties and Remedies.** The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 - 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:
5685	Ferry Ave	1 PEO Station	63897	Lumen, Bracket
5686	Ferry Ave	2 PWO Station	64660	Lumen, Bracket

MBS:dh
09-14-21

A-23

**RESOLUTION AUTHORIZING THE UPGRADE OF STREET LIGHTING OF
VARIOUS STREETS (HADDON AVENUE, BAIRD BLVD., AND WILDWOOD AVENUE)**

WHEREAS, the City of Camden has committed to take responsibility and hereby accepts upgraded street lighting at identified locations on Haddon Avenue, Baird Blvd, and Wildwood Avenue with 73 watt LED Lights on the existing components; and

WHEREAS, the monthly increase in utility cost for the current year will be \$8.10 per month and the initial cost of \$3,772.40; 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 upgrade installation of the street lighting of 73 watt LED lights from 70 watt sodium lights located at identified locations on Haddon Avenue, Baird Blvd, and Wildwood Avenue; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper officials are hereby authorized to upgrade the Street Lighting on various streets.

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

Date of Introduction: September 14, 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: **Walk On**

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

FROM: Keith Walker, Director Public Works, CPWM, EME, CEM

Department Making Request: Department of Public Works

TITLE OF RESOLUTION/ORDINANCE: Resolution Authorizing the upgrade of Street Lighting on Various Streets (See Attached)

BRIEF DESCRIPTION OF ACTION: Resolution Authorizing Upgrading of Street Lighting on identified locations on Haddon Avenue, Baird Blvd, and Wildwood Avenue (See Attached Appendix A Schedule for the five (5) requested projects (Wildwood Ave – 1, Wildwood Ave – 2, Baird Blvd, Haddon Avenue – 1 and Haddon Avenue 2). Appendix will show identified cross streets). This is an upgrade (update) of existing lighting from 70 watt Sodium Lights to 73 watt LED lighting

BIDDING PROCESS:

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

N/A (Tariffed Regulatory Utility)

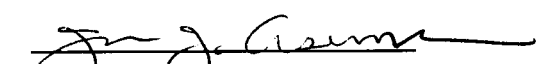
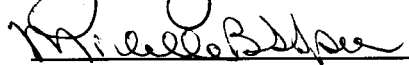
APPROPRIATION ACCOUNT(S): *(If applicable)*

1-01-436-905

AMOUNT: *(If applicable)*

Initial Cost \$3,772.40

Additional cost per light per Month estimated at \$8.10

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>8-24-21</u>	
Approved by Grants Management:	_____	_____
		(If applicable)
Approved by Finance Director:	_____	_____
☐ CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>8-30-21</u>	
Received by City Attorney:	<u>9/1/21</u>	

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	<u>Cheryl Pine</u>	<u>ext. 609-705-7467</u>
Contact Person:	<u>Cheryl Pine</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

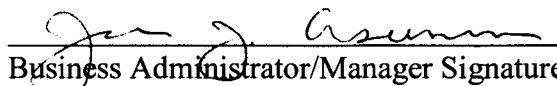
Professional Service or EUS Type	Public Utility Service
Name of Vendor	PSE & G (Public Service Electric & Gas)
Purpose or Need for service:	Upgrade (update) of Existing Street Lighting on Baird Blvd, Haddon Avenue and Wildwood Avenue(see attached Appendix A Schedules for Listing)., from 70 watt Sodium Lighting to 73 watt LED lighting.
Contract Award Amount	Tariffed Regulatory Utility
Term of Contract	Starting January 2022 – Period of 5 years
Temporary or Seasonal	Year Round
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	No bids required – PSE & G is a franchise area – Rates are set by tariff through the NJBPU
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 8.30.21

*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_____



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Haddon Ave - 1

Contract Account # 7350843704

Customer Name: City of Camden

For Service at Address: Haddon Ave, Camden

CostType	Product	Qty	Amount
Install	Luminaire	8	\$196.64
Monthly Install Totals		8	\$196.64
Remove	Luminaire	8	\$174.72
Monthly Removal Totals		8	\$174.72

This is Not an Invoice

RptSycAg

**PSEG**

We make things work better

Request for Lighting Service - PSEG Confidential

Project Name: City of Camden - Haddon Ave - 1 **Project Status:** Agreement **Presented Date:** 8/23/2021
Customer Name: City of Camden **BP#** 1000453344 **Contract Account #** 7350843704
Service Address: Haddon Ave, Camden **Effective Date:** 8/23/2021 **Service Date:** 1/31/2022
Contact Name: Keith Walker **Contract Term:** 5 Years **Distribution:** UG
Office Tel: (856) 757-7500 **Cell Phone:** **Email:** **Fax:**

☐ OfficeRecord**Purchase Order #**

STANDARD	SPECIAL					
Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
5002482276	4005135176	4003844909	6566129	500893030		

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	Upfnt Rate	Access Product Qty	Access Product Code	Access Upfnt Rate	Found Credit Qty	Found Credit Amt	IT
Luminair	8	EX054071BL	BPL		☐	☐	☒	Install	New	Set Exist	24.58	0.00	0.00			0.00		0.00	5676
Luminair	8	EX06T012BL	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	21.84	0.00			0.00			5675

Rates and Costs Summary

		Grand Total One Time Upfront Cost		One-Time Cost Totals	
		\$0.00		Cost for Construction (CIAC)	\$0.00
<u>Installs: Monthly Service Charge Totals</u>		<u>Removes: Prior Charges (No Charge to Remove)</u>		Foundation Credit Total	\$0.00
Luminaire Mth Svc Charge Total	\$196.64	Luminaires: Prior Monthly Charges	\$174.72	Pole Upfront Cost Total	\$0.00
Pole Mthly Service Charge Total	\$0.00	Poles: Prior Monthly Charges	\$0.00	Bracket Upfront Cost Total	\$0.00
Bracket Mthly Serv Chrg Total	\$0.00	Brackets: Prior Monthly Charges	\$0.00	Accessory Upfront Cost Total	\$0.00
Mthly Service Charge Totals	\$196.64	Prior Monthly Charge Totals	\$174.72	Lumin Upfront Cost Total	\$0.00

Comments Remove 8) 250W HPS Signature lights and Install 8) 85W LED Delux acorn lights.

RepEmail: Walter.Ruff@pseg.com

Tel: (609) 387-0526

Print Signatory Name/Title:

Keith Walker

PSEG Representative: Walter Ruff

*Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a - TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191	BPL-POF: Original sheet No. 199-200	PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. **Exclusivity of Warranties and Remedies.** The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 - 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:
5676	Haddon Ave	1 PNO Chestnut	10793	Luminaire
5676	Haddon Ave	1 PNOES Lansdowne	10788	Luminaire
5676	Haddon Ave	2 PNOES Lansdowne	10786	Luminaire
5676	Haddon Ave	1 PNOWS Lansdowne	10787	Luminaire
5676	Haddon Ave	2 PNOWS Lansdowne	10785	Luminaire
5676	Haddon Ave	1 PNOWS Whitman	10792	Luminaire
5676	Haddon Ave	2 PNOWS Whitman	10790	Luminaire
5676	Haddon Ave	3 PNOWS Whitman	10789	Luminaire





Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Haddon Ave - 2

Contract Account # 7350843305

Customer Name: City of Camden

For Service at Address: Haddon Ave, Camden

CostType	Product	Qty	Amount
Install	Luminaire	12	\$294.96
Monthly Install Totals		12	\$294.96
Remove	Luminaire	12	\$490.20
Monthly Removal Totals		12	\$490.20

This is Not an Invoice

RptSvcAg1



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Request for Lighting Service - PSEG Confidential

Project Name: City of Camden - Haddon Ave - 2 **Project Status:** Agreement **Presented Date:** 8/23/2021
Customer Name: City of Camden **BP#** 1000453344 **Contract Account #** 7350843305
Service Address: Haddon Ave, Camden **Effective Date:** 8/23/2021 **Service Date:** 1/31/2022
Contact Name: Keith Walker **Contract Term:** 5 Years **Distribution:** UG
Office Tel: (856) 757-7500 **Cell Phone:** **Email:** **Fax:**

☐ OfficeRecord

Purchase Order #

STANDARD	SPECIAL					
Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
5002530787	4004449430	4004354643	6565364	500890340		

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	Upfnt Rate	Access Product Qty	Access Product Code	Access Upfnt Rate	Found Credit Qty	Found Credit Amt	IC
Luminair	12	EX054071BL	BPL		☐	☐	☒	Install	New	Set Exist	24.58	0.00	0.00			0.00		0.00	5678
Luminair	12	EXA53379BL	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	40.85	0.00			0.00			5677

Rates and Costs Summary

		Grand Total One Time Upfront Cost		One-Time Cost Totals	
		\$0.00		Cost for Construction (CIAC)	
				Foundation Credit Total	
				Pole Upfront Cost Total	
				Bracket Upfront Cost Total	
				Accessory Upfront Cost Total	
				Lumin Upfront Cost Total	

Installs: Monthly Service Charge Totals		Removes: Prior Charges (No Charge to Remove)	
Luminaire Mth Svc Charge Total	\$294.96	Luminaires: Prior Monthly Charges	\$490.20
Pole Mthly Service Charge Total	\$0.00	Poles: Prior Monthly Charges	\$0.00
Bracket Mthly Serv Chrg Total	\$0.00	Brackets: Prior Monthly Charges	\$0.00
Mthly Service Charge Totals	\$294.96	Prior Monthly Charge Totals	\$490.20

Comments: Remove 12) 250W HPS Signature lights and Install 12) 85W LED Delux Acorn lights.

RepEmail: Walter.Ruff@pseg.com

Tel: (609) 387-0526

Print Signatory Name/Title:

Keith Walker

PSEG Representative: Walter Ruff

*Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a - TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191	BPL-POF: Original sheet No. 199-200	PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. **Exclusivity of Warranties and Remedies.** The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 - 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:
5678	Haddon Ave	1 PNOES Liberty	10776	Luminaire
5678	Haddon Ave	2 PNOES Liberty	10778	Luminaire
5678	Haddon Ave	3 PNOES Liberty	10780	Luminaire
5678	Haddon Ave	1 PSOWS Liberty	10777	Luminaire
5678	Haddon Ave	2 PSOWS Liberty	10779	Luminaire
5678	Haddon Ave	1 PNOES Willdwood	18626	Luminaire
5678	Haddon Ave	2 PNOES Willdwood	18625	Luminaire
5678	Haddon Ave	3 PNOES Willdwood	10770	Luminaire
5678	Haddon Ave	4 PNOES Willdwood	18624	Luminaire
5678	Haddon Ave	5 PNOES Willdwood	18631	Luminaire

5678	Haddon Ave	1 PSO Wildwood
5678	Haddon Ave	2 PSO Wildwood

10769	Luminaire
10771	Luminaire



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Wildwood Ave 1

Contract Account # 7350842600

Customer Name: City of Camden

For Service at Address: Wildwood Ave, Camden

CostType	Product	Qty	Amount
Install	Luminaire	27	\$663.66
Monthly Install Totals		27	\$663.66
Remove	Luminaire	27	\$661.50
Monthly Removal Totals		27	\$661.50

This is Not an Invoice

RptSvcAct

**PSEG**

We make things work for you

Request for Lighting Service - PSEG Confidential

Project Name: City of Camden - Wildwood Ave 1 **Project Status:** Agreement **Presented Date:** 8/23/2021
Customer Name: City of Camden **BP#** 1000453344 **Contract Account #** 7350842600
Service Address: Wildwood Ave, Camden **Effective Date:** 8/23/2021 **Service Date:** 1/31/2022
Contact Name: Keith Walker **Contract Term:** 5 Years **Distribution:** UG
Office Tel: (856) 757-7500 **Cell Phone:** **Email:** **Fax:**

☐ OfficeRecord**Purchase Order #**

STANDARD	SPECIAL					
Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
5002488088	4003854313	4005131202	6566410	500896736		

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	Upfnt Rate	Access Product Qty	Access Product Code	Access Upfnt Rate	Found Credit Qty	Found Credit Amt	IC
Luminair	27	EX054071BL	BPL		☐	☐	☒	Install	New	Set Exist	24.58	0.00	0.00			0.00		0.00	5672
Luminair	27	ES050968BL	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	24.50	0.00			0.00			5671

Rates and Costs Summary

Grand Total One Time Upfront Cost				One-Time Cost Totals	
\$0.00				Cost for Construction (CIAC)	\$0.00
Installs: Monthly Service Charge Totals				Foundation Credit Total	\$0.00
Luminaire Mth Svc Charge Total	\$663.66	Removes: Prior Charges (No Charge to Remove)		Pole Upfront Cost Total	\$0.00
Pole Mthly Service Charge Total	\$0.00	Luminaires: Prior Monthly Charges	\$661.50	Bracket Upfront Cost Total	\$0.00
Bracket Mthly Serv Chrg Total	\$0.00	Poles: Prior Monthly Charges	\$0.00	Accessory Upfront Cost Total	\$0.00
Mthly Service Charge Totals	\$663.66	Brackets: Prior Monthly Charges	\$0.00	Lumin Upfront Cost Total	\$0.00
		Prior Monthly Charge Totals	\$661.50		

Comments Remove 27) 150W HPS Delux Acorn lights and Install 27) 85W LED Delux Acorn lights.

RepEmail: Walter.Ruff@pseg.com

Tel: (609) 387-0526

Print Signatory Name/Title:

Keith Walker

PSEG Representative: Walter Ruff

*Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a - TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191	BPL-POF: Original sheet No. 199-200	PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. **Exclusivity of Warranties and Remedies.** The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

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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 - CANCELTION 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:
5672	Wildwood Ave	5 PNOES Haddon	20510	Luminaire
5672	Wildwood Ave	6 PNOES Haddon	20511	Luminaire
5672	Wildwood Ave	7 PNOES Haddon	20512	Luminaire
5672	Wildwood Ave	8 PNOES Haddon	20513	Luminaire
5672	Wildwood Ave	3 PNOES Haddon	20524	Luminaire
5672	Wildwood Ave	4 PNOES Haddon	20525	Luminaire
5672	Wildwood Ave	5 PNOES Haddon	20526	Luminaire
5672	Wildwood Ave	9 PNOES Kenwood	20527	Luminaire
5672	Wildwood Ave	10 PNOES Kenwood	20528	Luminaire
5672	Wildwood Ave	11 PNOES Kenwood	20529	Luminaire

5672	Wildwood Ave	12 PNOWS Kenwood	20530	Luminaire
5672	Wildwood Ave	13 PNOWS Kenwood	20531	Luminaire
5672	Wildwood Ave	14 PNOWS Kenwood	20532	Luminaire
5672	Wildwood Ave	15 PNOWS Kenwood	20533	Luminaire
5672	Wildwood Ave	9 PNOES Kenwood	20514	Luminaire
5672	Wildwood Ave	10 PNOES Kenwood	20515	Luminaire
5672	Wildwood Ave	11 PNOES Kenwood	20516	Luminaire
5672	Wildwood Ave	12 PNOES Kenwood	20517	Luminaire
5672	Wildwood Ave	13 PNOES Kenwood	20518	Luminaire
5672	Wildwood Ave	14 PNOES Kenwood	20519	Luminaire
5672	Wildwood Ave	15 PNOWS Magnolia	20534	Luminaire
5672	Wildwood Ave	16 PNOWS Magnolia	20535	Luminaire
5672	Wildwood Ave	17 PNOWS Magnolia	20536	Luminaire
5672	Wildwood Ave	15 PNOES Magnolia	20520	Luminaire
5672	Wildwood Ave	16 PNOES Magnolia	20521	Luminaire
5672	Wildwood Ave	17 PNOES Magnolia	20522	Luminaire
5672	Wildwood Ave	18 PNOES Magnolia	20523	Luminaire



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Wildwood Ave - 2

Contract Account # 7350843305

Customer Name: City of Camden

For Service at Address: Wildwood Ave, Camden

CostType	Product	Qty	Amount
Install	Luminaire	2	\$49.16
Monthly Install Totals		2	\$49.16
Remove	Luminaire	2	\$63.34
Monthly Removal Totals		2	\$63.34

This is Not an Invoice

RptSycAet



We make things work for you.

Request for Lighting Service - PSEG Confidential

Project Name: City of Camden - Wildwood Ave - 2 **Project Status:** Agreement **Presented Date:** 8/23/2021
Customer Name: City of Camden **BP#** 1000453344 **Contract Account #** 7350843305
Service Address: Wildwood Ave, Camden **Effective Date:** 8/23/2021 **Service Date:** 1/31/2022
Contact Name: Keith Walker **Contract Term:** 5 Years **Distribution:** UG
Office Tel: (856) 757-7500 **Cell Phone:** **Email:** **Fax:**

☐ OfficeRecord

Purchase Order #

Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
5002530787	4004449430	4004354643	6566270	500896939		

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	Upfnt Rate	Access Product Qty	Access Product Code	Access Upfnt Rate	Found Credit Qty	Found Credit Amt	IC
Luminair	2	EX0540718L	BPL		☐	☐	☒	Install	New	Set Exist	24.58	0.00	0.00			0.00		0.00	5674
Luminair	2	ES0532128L	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	31.67	0.00			0.00			5673

Rates and Costs Summary

		Grand Total One Time Upfront Cost		One-Time Cost Totals	
		\$0.00		Cost for Construction (CIAC)	
				Foundation Credit Total	
				Pole Upfront Cost Total	
				Bracket Upfront Cost Total	
				Accessory Upfront Cost Total	
				Lumin Upfront Cost Total	

Installs: Monthly Service Charge Totals		Removes: Prior Charges (No Charge to Remove)	
Luminaire Mth Svc Charge Total	\$49.16	Luminaires: Prior Monthly Charges	\$63.34
Pole Mthly Service Charge Total	\$0.00	Poles: Prior Monthly Charges	\$0.00
Bracket Mthly Serv Chrg Total	\$0.00	Brackets: Prior Monthly Charges	\$0.00
Mthly Service Charge Totals	\$49.16	Prior Monthly Charge Totals	\$63.34

Comments Remove 2) 150W HPS Signature light and Install 2) 85W LED Delux Acorn light.

RepEmail: Walter.Ruff@pseg.com

Tel: (609) 387-0526

Print Signatory Name/Title:

Keith Walker

PSEG Representative: Walter Ruff

*Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a - TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191

BPL-POF: Original sheet No. 199-200

PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. **Exclusivity of Warranties and Remedies.** The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 - CANCELTION 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:
5674	Wildwood Ave	1 PNO Haddon	10767	Luminaire
5674	Wildwood Ave	2 PNO Haddon	18627	Luminaire



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Baird Blvd

Contract Account # 7350842600

Customer Name: City of Camden

For Service at Address: Baird Blvd, Camden

CostType	Product	Qty	Amount
Install	Luminaire	24	\$589.92
Monthly Install Totals		24	\$589.92
Remove	Luminaire	24	\$588.00
Monthly Removal Totals		24	\$588.00

This is Not an Invoice

RptSvcAet

**PSEG**

We make things work for you

Request for Lighting Service - PSEG Confidential

Project Name: City of Camden - Baird Blvd **Project Status:** Agreement **Presented Date:** 8/23/2021
Customer Name: City of Camden **BP#** 1000453344 **Contract Account #** 7350842600
Service Address: Baird Blvd, Camden **Effective Date:** 8/23/2021 **Service Date:** 1/31/2022
Contact Name: Keith Walker **Contract Term:** 5 Years **Distribution:** UG
Office Tel: (856) 757-7500 **Cell Phone:** **Email:** **Fax:**

☐ OfficeRecord**Purchase Order #**

STANDARD	SPECIAL					
Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
5002488088	4003854313	4005131202	6566465	500895972		

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Second Available	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remove Rate	Upfnt Rate	Access Product Qty	Access Product Code	Access Upfnt Rate	Found Credit Qty	Found Credit Amt	IT
Luminair	24	EX0540718L	BPL		☐	☐	☒	Install	New	Set Exist	24.58	0.00	0.00			0.00		0.00	5670
Luminair	24	ES050968BL	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	24.50	0.00			0.00			5669

Rates and Costs Summary

Grand Total One Time Upfront Cost				One-Time Cost Totals	
\$0.00				Cost for Construction (CIAC)	\$0.00
Installs: Monthly Service Charge Totals				Foundation Credit Total	\$0.00
Luminaire Mth Svc Charge Total	\$589.92	Removes: Prior Charges (No Charge to Remove)		Pole Upfront Cost Total	\$0.00
Pole Mthly Service Charge Total	\$0.00	Luminaires: Prior Monthly Charges	\$588.00	Bracket Upfront Cost Total	\$0.00
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Mthly Service Charge Totals	\$589.92	Brackets: Prior Monthly Charges	\$0.00	Lumin Upfront Cost Total	\$0.00
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Comments Remove 24) 150W HPS Delux Acorn lights and Install 24) 85W LED Delux Acorn lights.

RepEmail: Walter.Ruff@pseg.com

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Print Signatory Name/Title:

Keith Walker

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BPL: Original sheet No. 189-191	BPL-POF: Original sheet No. 199-200	PSAL: Original sheet No. 212-214

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STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

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APPENDIX A: STREET AND LOCATION DETAIL INFORMATION

RecordID	Street:	Location:	Pole#:	Products:
5670	Baird Blvd	1 PNOWS Kenwood	20537	Luminaire
5670	Baird Blvd	2 PNOWS Kenwood	20539	Luminaire
5670	Baird Blvd	3 PNOWS Kenwood	20541	Luminaire
5670	Baird Blvd	4 PNOWS Kenwood	20542	Luminaire
5670	Baird Blvd	5 PNOWS Kenwood	20544	Luminaire
5670	Baird Blvd	6 PNOWS Kenwood	20560	Luminaire
5670	Baird Blvd	9 PNOES Kenwood	20538	Luminaire
5670	Baird Blvd	2 PNOES Kenwood	20540	Luminaire
5670	Baird Blvd	3 PNOES Kenwood	20543	Luminaire
5670	Baird Blvd	4 PNOES Kenwood	20545	Luminaire

5670	Baird Blvd	5 PNOES Kenwood	20546	Luminaire
5670	Baird Blvd	6 PNOES Kenwood	20548	Luminaire
5670	Baird Blvd	7 PNOES Kenwood	20549	Luminaire
5670	Baird Blvd	8 PNOES Kenwood	20551	Luminaire
5670	Baird Blvd	9 PNOES Kenwood	20553	Luminaire
5670	Baird Blvd	10 PNOES Kenwood	20554	Luminaire
5670	Baird Blvd	11 PNOES Kenwood	20555	Luminaire
5670	Baird Blvd	8 PNOES Kenwood	20552	Luminaire
5670	Baird Blvd	7 PNOES Kenwood	20550	Luminaire
5670	Baird Blvd	12 PNOES Kenwood	20556	Luminaire
5670	Baird Blvd	13 PNOES Kenwood	20557	Luminaire
5670	Baird Blvd	14 PNOES Kenwood	20558	Luminaire
5670	Baird Blvd	15 PNOES Kenwood	20559	Luminaire
5670	Baird Blvd	3 PNOES Kenwood	20547	Luminaire

MBS:dh
09-14-21

R-24

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF PSE&G OUTDOOR
LIGHTING AGREEMENTS FOR LED LIGHTING UPGRADE IN THE
(CENTERVILLE NEIGHBORHOOD-ANTIOCH MANOR AREA)**

WHEREAS, the City of Camden has committed to take responsibility and hereby accepts upgraded Street Lights to be installed as part of the Centerville Neighborhood in the area of Antioch Manor; 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 \$77.15 per month for a yearly amount of \$925.80; and

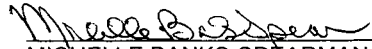
WHEREAS, the City Council of the City of Camden has determined that it is in the best interest of the City to authorize the installation of the Ten (10) Street Lights as part of the Centerville Neighborhood; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper officials are hereby authorized to accept the upgraded 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: September 14, 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: September 14, 2021 * **WALK-ON**

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

FROM: Keith L. Walker, Director of Public Works

Department Making Request: Public Works

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING THE ACCEPTANCE OF PSEG OUTDOOR LIGHTING AGREEMENTS FOR LED LIGHTING UPGRADES

BRIEF DESCRIPTION OF ACTION: The City of Camden and PSEG are proposing to enter into seven (7) agreements for LED outdoor lighting upgrades for ten (10) fixtures on streets in the Centerville neighborhood in the area of Antioch Manor (see detailed attachments).
PSEG Contract Account# 7350843305/7350842201

BIDDING PROCESS: (Services of PSE&G through NJBPU)

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

APPROPRIATION/REVENUE ACCOUNT(S): 1-01-851-900

AMOUNT: \$77.15/month (\$925.80 annually) increase in monthly service charges



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>8-24-21</u>	
Approved by Grants Management:	_____	_____
		(If applicable)
Approved by Finance Director:	_____	_____
☐ CAF -Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>8-30-21</u>	
Received by City Attorney:	<u>9/1/21</u>	

	(Name) Please Print	(Extension #)
Prepared By:	Angela M. Watkins	x7139
Contact Person:	Keith L. Walker, Director	x7139

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

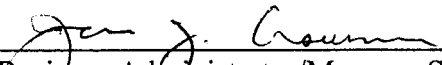
Professional Service or EUS Type	Utility Service
Name of Vendor	PSE&G
Purpose or Need for service:	The City of Camden and PSEG are proposing to enter into seven (7) agreements for LED outdoor lighting upgrades for ten (10) fixtures on streets in the Centerville neighborhood in the area of Antioch Manor (see detailed attachments).
Contract Award Amount	\$77.15/month (\$925.80 annually) increase in monthly service charges
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*

Date _____


Business Administrator/Manager Signature

Date 8.30.21

*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 _____

**PSEG Outdoor Lighting Upgrades
Centerville Neighborhood (Antioch Manor Area)**

Service Address	Prior Monthly Service Charge	New Monthly Service Charge (Upgrade)		
Ferry Ave.				
Luminaire - Upgrade	\$ 11.63	\$ 18.64		
Chestnut St.				
Luminaire - Upgrade	\$ 11.63	\$ 18.64		
Central Ave.				
Luminaire - Upgrade	\$ 9.25	\$ 18.64		
Luminaire - Upgrade	\$ 11.63	\$ 18.64		
Luminaire - New	\$ -	\$ 18.64		
S. 7th St.				
Luminaire - Upgrade	\$ 28.06	\$ 18.64		
S. 7th St.				
Luminaire - Upgrade	\$ 9.25	\$ 18.64		
Luminaire - New	\$ -	\$ 18.64		
Master St.				
Luminaire - Upgrade	\$ 14.71	\$ 18.64		
Master St.	\$ 13.09	\$ 18.64		
TOTALS	\$ 109.25	\$ 186.40		
<i>Difference of \$77.15/additional monthly service charges</i>				



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Ferry Ave

Contract Account # 7350843305

Customer Name: City of Camden

For Service at Address: Ferry Ave, Camden

CostType	Product	Qty	Amount
Install	Luminaire	1	\$18.64
Monthly Install Totals		1	\$18.64
Remove	Luminaire	1	\$11.63
Monthly Removal Totals		1	\$11.63

This is Not an Invoice



We make things work for you.

Request for Lighting Service - PSEG Confidential

Project Name:

City of Camden - Ferry Ave

Project Status

Agreement

Presented Date:

8/16/2021

Customer Name:

City of Camden

BP# 1000453344

Contract Account # 7350843305

Service Address:

Ferry Ave, Camden

Effective Date:

8/16/2021

Service Date: 12/31/2021

Contact Name:

Keith Walker

Contract Term:

1 Year

Distribution:

OH

Office Tel:

(856) 757-7500

Email:

Fax:

STANDARD

SPECIAL

☐ OfficeRecord

Purchase Order #

Premise #

5002530787

Installation #

4004449430

Installation2 #

4004354643

DWMS Customer #

6566050

DWMS LD #

500896167

DWMS E1 #

CIAC E1 #

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Seccon Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remove Rate	Upfnt Rate	Access Product Qty	Access Product Code	Access Upfnt Rate	Found Credit Qty	Found Credit Amt	IL
Luminair	1	EX053287BL	BPL		☐	☐	☒	Install	New	Set Exist	18.64	0.00	0.00			0.00		0.00	5632
Luminair	1	ES050927BL	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	11.63	0.00			0.00			5631

Rates and Costs Summary

Grand Total One Time Upfront Cost				One-Time Cost Totals			
\$0.00				Cost for Construction (CIAC)			
				Foundation Credit Total			
				Pole Upfront Cost Total			
				Bracket Upfront Cost Total			
				Accessory Upfront Cost Total			
				Lumin Upfront Cost Total			

Installs: Monthly Service Charge Totals

Luminaire Mth Svc Charge Total	\$18.64
Pole Mthly Service Charge Total	\$0.00
Bracket Mthly Serv Charge Total	\$0.00
Mthly Service Charge Totals	\$18.64

Removes: Prior Charges (No Charge to Remove)

Luminaires: Prior Monthly Charges	\$11.63
Poles: Prior Monthly Charges	\$0.00
Brackets: Prior Monthly Charges	\$0.00
Prior Monthly Charge Totals	\$11.63

Comments Remove 1) 70W HPS and Install 1) 73W LED Cobra.

RepEmail: Walter.Ruff@pseg.com

Tel: (609) 387-0526

Print Signatory Name/Title:

Keith Walker

PSEG Representative: Walter Ruff

*Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a - TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191 BPL-POF: Original sheet No. 199-200 PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. Exclusivity of Warranties and Remedies. The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 - CANCELLATION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.

APPENDIX A: STREET AND LOCATION DETAIL INFORMATION

RecordID	Street:	Location:	Pole#:	Products:
5632	Ferry Ave	2 PEO Van Buren	64891	Luminaire



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Chestnut St

Contract Account # 7350843305

Customer Name: City of Camden

For Service at Address: Chestnut St, Camden

CostType	Product	Qty	Amount
Install	Luminaire	1	\$18.64
Monthly Install Totals		1	\$18.64
Remove	Luminaire	1	\$11.63
Monthly Removal Totals		1	\$11.63

This is Not an Invoice

***IMPORTANT NOTE: COST IN AID OF CONSTRUCTION MAY NOT YET BE AVAILABLE - IT WILL BE PROVIDED LATER IN CONNECTION WITH FINAL AGREEMENT



Request for Lighting Service - PSEG Confidential

Project Name: City of Camden - Chestnut St Project Status: Proposal Presented Date: 8/16/2021 Proposal ID: 1807

Customer Name: City of Camden BP# 1000453344 Contract Account # 7350843305

Service Address: Chestnut St, Camden Effective Date: 8/16/2021 Service Date: 12/31/2021

Contact Name: Keith Walker Contract Term: 1 Year Distribution: OH

Office Tel: (856) 757-7500 Cell Phone: Email: Fax:

STANDARD

SPECIAL

☐ Office Record

Purchase Order #

Prop Valid For 180 Days

Prop Expires On 02/12/2022

Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #	
5002530787	4004449430	4004354643	6563049	500889628			

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Second Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remove Rate	Upfront Rate	Access Product Qty	Access Product Code	Access Upfront Rate	Found Credit Qty	Found Credit Amt	IT
Luminair	1	EX053287BL	BPL		☐	☐	☒	Install	New	Set Exist	18.64	0.00	0.00			0.00		0.00	5634
Luminair	1	ES050927BL	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	11.63	0.00			0.00			5633

Rates and Costs Summary

Grand Total One Time Upfront Cost				One-Time Cost Totals			
\$0.00				Cost for Construction (CIAC)			
				Foundation Credit Total			
				\$0.00			
				Pole Upfront Cost Total			
				\$0.00			
				Bracket Upfront Cost Total			
				\$0.00			
				Accessory Upfront Cost Total			
				\$0.00			
				Lumin Upfront Cost Total			
				\$0.00			

Comments Remove 1) 70W HPS and Install 1) 73W LED Cobra.

RepEmail: Walter.Ruff@pseg.com

Tel: (609) 387-0526

Print Signatory Name/Title:

Keith Walker

PSEG Representative: Walter Ruff

*Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 -SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a – TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191 BPL-POF: Original sheet No. 199-200 PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.
2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.
3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.
4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.
5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.
- D. Exclusivity of Warranties and Remedies. The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire, flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot, embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 - CANCELLATION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.

APPENDIX A: STREET AND LOCATION DETAIL INFORMATION

RecordID	Street:	Location:	Pole#:	Products:
5634	Chestnut St	1 PWO Orchard	64832	Luminaire



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Central Ave **Contract Account #** 7350843305
Customer Name: City of Camden
For Service at Address: Central Ave, Camden

CostType	Product	Qty	Amount
Install	Luminaire	3	\$55.92
Monthly Install Totals		3	\$55.92
Remove	Luminaire	3	\$32.51
Monthly Removal Totals		3	\$32.51

This is Not an Invoice



Request for Lighting Service - PSEG Confidential

Project Name: City of Camden - Central Ave

Project Status

Agreement

Presented Date: 8/16/2021

Customer Name: City of Camden

BP# 1000453344

Contract Account # 7350843305

Service Address: Central Ave, Camden

Effective Date: 8/16/2021

Service Date: 12/31/2021

Contact Name: Keith Walker

Contract Term: 1 Year

Distribution: OH

Office Tel: (856) 757-7500

Cell Phone:

Fax:

STANDARD

SPECIAL

☐ OfficeRecord

Purchase Order #

Premise # 5002530787

Installation # 4004449430

Installation2 # 4004354643

DWMS Customer # 6565921

DWMS LD # 500896619

DWMS E1 #

CIAC E1 #

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Second Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remove Rate	Upfront Rate	Access Product Qty	Access Product Code	Access Upfront Rate	Found Credit Qty	Found Credit Amt	IT
Luminaire	1	ES050926BL	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	9.25	0.00			0.00			5636
Luminaire	2	ES050927BL	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	11.63	0.00			0.00			5635
Luminaire	3	EX053287BL	BPL		☐	☐	☒	Install	New	Set Exist	18.64	0.00	0.00			0.00			5637

Rates and Costs Summary

Summary		Grand Total One Time Upfront Cost		One-Time Cost Totals	
		\$0.00		Cost for Construction (CIAC)	\$0.00
<u>Installs: Monthly Service Charge Totals</u>		<u>Removes: Prior Charges (No Charge to Remove)</u>		Foundation Credit Total	\$0.00
Luminaire Mth Svc Charge Total	\$55.92	Luminaires: Prior Monthly Charges	\$32.51	Pole Upfront Cost Total	\$0.00
Pole Mthly Service Charge Total	\$0.00	Poles: Prior Monthly Charges	\$0.00	Bracket Upfront Cost Total	\$0.00
Bracket Mthly Serv Charge Total	\$0.00	Brackets: Prior Monthly Charges	\$0.00	Accessory Upfront Cost Total	\$0.00
Mthly Service Charge Totals	\$55.92	Prior Monthly Charge Totals	\$32.51	Lumin Upfront Cost Total	\$0.00

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

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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:
5635	Central Ave	3 PEO Master	69747	Luminaire
5635	Central Ave	1 PWO S 7th	61398	Luminaire
5636	Central Ave	4 PEO Master	16102	Luminaire
5637	Central Ave	3 PEO Master	69747	Luminaire
5637	Central Ave	4 PEO Master	16102	Luminaire
5637	Central Ave	1 PWO S 7th	61398	Luminaire





Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - S 7th St

Customer Name: City of Camden

For Service at Address: S 7th St, Camden

Contract Account # 7350842201

CostType	Product	Qty	Amount
Install	Luminaire	1	\$18.64
Monthly Install Totals		1	\$18.64
Remove	Luminaire	1	\$28.06
Monthly Removal Totals		1	\$28.06

This is Not an Invoice



Request for Lighting Service - PSEG Confidential

Project Name: City of Camden - S 7th St

Project Status

Agreement

Presented Date: 8/16/2021

Customer Name: City of Camden

BP# 1000453344

Contract Account # 7350842201

Service Address: S 7th St, Camden

Effective Date: 8/16/2021

Service Date: 12/31/2021

Contact Name: Keith Walker

Contract Term: 1 Year

Distribution: OH

Office Tel: (856) 757-7500

Email:

Fax:

STANDARD

SPECIAL

☐ Office Record

Purchase Order #

Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
5002530794	4003822287	4004189240	6565931	500895581		

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Second Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remove Rate	Upfrnt Rate	Access Product Qty	Access Product Code	Access Upfrnt Rate	Found Credit Qty	Found Credit Amt	IL
Luminaire	1	EX053287BL	BP1		☐	☐	☒	Install	New	Set Exist	18.64	0.00	0.00			0.00		0.00	5635
Luminaire	1	ES050929BL	BP1		☐	☐	☒	Remove	Upgrade	Remove	0.00	28.06	0.00			0.00			5638

Rates and Costs Summary

Grand Total One Time Upfront Cost				One-Time Cost Totals			
\$0.00				Cost for Construction (CIAC)			
				Foundation Credit Total			
				\$0.00			
				Pole Upfront Cost Total			
				\$0.00			
				Bracket Upfront Cost Total			
				\$0.00			
				Accessory Upfront Cost Total			
				\$0.00			
				Lumin Upfront Cost Total			
				\$0.00			

Installs: Monthly Service Charge Totals	
Luminaire Mth Svc Charge Total	\$18.64
Pole Mthly Service Charge Total	\$0.00
Bracket Mthly Serv Charge Total	\$0.00
Mthly Service Charge Totals	\$18.64

Removes: Prior Charges (No Charge to Remove)	
Luminaires: Prior Monthly Charges	\$28.06
Poles: Prior Monthly Charges	\$0.00
Brackets: Prior Monthly Charges	\$0.00
Prior Monthly Charge Totals	\$28.06

Comments Remove 1) 400W HPS CO and Install 1) 73W LED Cobra.

RepEMail: Walter.Ruff@pseg.com

Tel: (609) 387-0526

Print Signatory Name/Title:

Keith Walker

PSEG Representative: Walter Ruff

*Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 -SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a – TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191 BPL-POF: Original sheet No. 199-200 PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. **Exclusivity of Warranties and Remedies.** The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

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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.

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SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 – CANCELLATION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.

APPENDIX A: STREET AND LOCATION DETAIL INFORMATION

RecordID	Street:	Location:	Pole#:	Products:
5639	S 7th St	1 PNO Central	66438	Luminaire



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - S 7th St

Customer Name: City of Camden

For Service at Address: S 7th St, Camden

Contract Account # 7350843305

CostType	Product	Qty	Amount
Install	Luminaire	2	\$37.28
Monthly Install Totals		2	\$37.28
Remove	Luminaire	2	\$18.50
Monthly Removal Totals		2	\$18.50

This is Not an Invoice



We make things work for you.

Request for Lighting Service - PSEG Confidential

Project Name: City of Camden - S 7th St

Project Status

Agreement

Presented Date:

8/16/2021

Customer Name: City of Camden

BP# 1000453344

Contract Account # 7350843305

Service Address: S 7th St, Camden

Effective Date: 8/16/2021

Service Date: 12/31/2021

Contact Name: Keith Walker

Contract Term: 1 Year

Distribution:

OH

Office Tel: Cell Phone:

Email:

Fax:

STANDARD

SPECIAL

☐ Office Record

Purchase Order #

Premise #

Installation #

Installation2 #

DWMS Customer #

DWMS LD #

DWMS E1 #

CIAC E1 #

5002530787

4004449430

4004354643

6565698

500889850

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	It
Luminaire	2	ES050926BL	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	9.25	0.00			0.00			5641
Luminaire	2	EX053287BL	BPL		☐	☐	☒	Install	New	Set Exist	18.64	0.00	0.00			0.00		0.00	5640

Rates and Costs Summary

Grand Total One Time Upfront Cost				One-Time Cost Totals			
\$0.00				Cost for Construction (CIAC)			
				Foundation Credit Total			
				\$0.00			
				Pole Upfront Cost Total			
				\$0.00			
				Bracket Upfront Cost Total			
				\$0.00			
				Accessory Upfront Cost Total			
				\$0.00			
				Lumin Upfront Cost Total			
				\$0.00			

Installs: Monthly Service Charge Totals

Luminaire Mth Svc Charge Total	\$37.28
Pole Mthly Service Charge Total	\$0.00
Bracket Mthly Serv Charge Total	\$0.00
Mthly Service Charge Totals	\$37.28

Removes: Prior Charges (No Charge to Remove)

Luminaires: Prior Monthly Charges	\$18.50
Poles: Prior Monthly Charges	\$0.00
Brackets: Prior Monthly Charges	\$0.00
Prior Monthly Charge Totals	\$18.50

Comments Remove 2) 50W HPS and Install 2) 73W LED Cobras.

RepEmail: Walker.Ruff@pseg.com

Tel: (609) 387-0526

Print Signatory Name/Title:

Keith Walker

PSEG Representative: Walker Ruff

* Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

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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.

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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.

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STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

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APPENDIX A: STREET AND LOCATION DETAIL INFORMATION

RecordID	Street:	Location:	Pole#:	Products:
5640	S 7th St	3 PSO Central	65746	Luminaire
5640	S 7th St	2 PSO Central	65745	Luminaire



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Master St

Contract Account # 7350843305

Customer Name: City of Camden

For Service at Address: Master St, Camden

CostType	Product	Qty	Amount
Install	Luminaire	1	\$18.64
Monthly Install Totals		1	\$18.64
Remove	Luminaire	1	\$14.71
Monthly Removal Totals		1	\$14.71

This is Not an Invoice



We make things work for you.

Request for Lighting Service - PSEG Confidential

Project Name:

City of Camden - Master St

Project Status

Agreement

Presented Date:

8/16/2021

Customer Name:

City of Camden

BP# 1000453344

Contract Account #

7350843305

Service Address:

Master St, Camden

Effective Date:

8/16/2021

Service Date: 12/31/2021

Contact Name:

Keith Walker

Contract Term:

1 Year

Distribution:

OH

Office Tel:

(856) 757-7500

Email:

Fax:

STANDARD

SPECIAL

☐ Office Record

Purchase Order #

Premise #

Installation #

Installation2 #

DWMS Customer #

DWMS LD #

DWMS E1 #

CIAC E1 #

5002530787

4004449430

4004354643

6563435

500893025

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Second Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remove Rate	Upfront Rate	Access Product Qty	Access Product Code	Access Upfront Rate	Found Credit Qty	Found Credit Amt	IL
Luminaire	1	EX053287BL	BPL		☐	☐	☒	Install	New	Set Exist	18.64	0.00	0.00			0.00		0.00	5645
Luminaire	1	ES050941BL	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	14.71	0.00			0.00			5644

Rates and Costs Summary

Grand Total One Time Upfront Cost				One-Time Cost Totals			
\$0.00				Cost for Construction (CIAC)			
				Foundation Credit Total			
				\$0.00			
				Pole Upfront Cost Total			
				\$0.00			
				Bracket Upfront Cost Total			
				\$0.00			
				Accessory Upfront Cost Total			
				\$0.00			
				Lumin Upfront Cost Total			
				\$0.00			

Installs: Monthly Service Charge Totals

Luminaire Mth Svc Charge Total	\$18.64
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Removes: Prior Charges (No Charge to Remove)

Luminaires: Prior Monthly Charges	\$14.71
Poles: Prior Monthly Charges	\$0.00
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Prior Monthly Charge Totals	\$14.71

Comments Remove 1) 150WQ HPS and Install 1) 73W LED Cobra.

RepEmail: Walter.Ruff@pseg.com

Tel: (609) 387-0526

Print Signatory Name/Title:

Keith Walker

PSEG Representative: Walter Ruff

*Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a - TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191 BPL-POF: Original sheet No. 199-200 PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.
2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.
3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.
4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.
5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.
- D. **Exclusivity of Warranties and Remedies.** The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire, flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot, embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 – 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:
5645	Master St	1 PSO Central	15790	Luminaire



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Master st **Contract Account #** 7350842201
Customer Name: City of Camden
For Service at Address: Master St, Camden

CostType	Product	Qty	Amount
Install	Luminaire	1	\$18.64
Monthly Install Totals		1	\$18.64
Remove	Luminaire	1	\$13.09
Monthly Removal Totals		1	\$13.09

This is Not an Invoice



Request for Lighting Service - PSEG Confidential

Project Name:

City of Camden - Master st

Project Status

Agreement

Presented Date:

8/16/2021

Customer Name:

City of Camden

BP# 1000453344

Contract Account # 7350842201

Service Address:

Master St, Camden

Effective Date:

8/16/2021

Service Date: 12/31/2021

Contact Name:

Keith Walker

Contract Term:

1 Year

Distribution:

OH

Office Tel:

(856) 757-7500

Email:

Fax:

STANDARD

SPECIAL

☐ OfficeRecord

Purchase Order #

Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
5002530794	4003822287	4004189240	6563050	500889629		

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Secn Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remov Rate	Uprfnt Rate	Access Product Qty	Access Product Code	Access Uprfnt Rate	Found Credit Qty	Found Credit Amt	It
Luminair	1	EX053287BL	BPL		☐	☐	☒	Install	New	Set Exist	18.64	0.00	0.00			0.00		0.00	5643
Luminair	1	ES050940BL	BPL		☐	☐	☒	Remove	Upgrade	Remove	0.00	13.09	0.00			0.00			5642

Rates and Costs Summary

Grand Total One Time Upfront Cost				One-Time Cost Totals			
\$0.00				Cost for Construction (CIAC)			
				Foundation Credit Total			
				\$0.00			
				Pole Upfront Cost Total			
				\$0.00			
				Bracket Upfront Cost Total			
				\$0.00			
				Accessory Upfront Cost Total			
				\$0.00			
				Lumin Upfront Cost Total			
				\$0.00			

Installs: Monthly Service Charge Totals

Luminaire Mth Svc Charge Total	\$18.64
Pole Mthly Service Charge Total	\$0.00
Bracket Mthly Serv Charge Total	\$0.00
Mthly Service Charge Totals	\$18.64

Removes: Prior Charges (No Charge to Remove)

Luminaires: Prior Monthly Charges	\$13.09
Poles: Prior Monthly Charges	\$0.00
Brackets: Prior Monthly Charges	\$0.00
Prior Monthly Charge Totals	\$13.09

Comments Remove 1) 100W HPS and Install 1) 73W LED Cobra.

RepEmail: Walter.Ruff@pseg.com

Tel: (609) 387-0526

Print Signatory Name/Title:

Keith Walker

PSEG Representative: Walter Ruff

*Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSE&G 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.

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- 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.
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 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.
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STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

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APPENDIX A: STREET AND LOCATION DETAIL INFORMATION

RecordID	Street:	Location:	Pole#:	Products:
5643	Master St	1 PNO Ferry	15507	Luminaire

Amended at September 7th, 2021 Caucus meeting
Please note that items within boxed area (s) are items added.
Items on consent Agenda include Resolutions: 1-24, 26-29



CITY COUNCIL AGENDA

TUESDAY, SEPTEMBER 14TH, 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 July 27th, 2021 to August 22, 2021
2. Payroll registers of the City of Camden for the period of August 6th, 2021 and August 20, 2021

OLD BUSINESS

ORDINANCES – FIRST READING

Department of Development & Planning

1. Ordinance authorizing the street vacation for Spectrum Capital Camden, LLC for Block 110, Lots 11, 16, 49, 51 (qualifier) B-01 and 67, 1107 Penn Street, NS AD Wilson 74 E of 11th Street, 1182 Linden Street, 112-1156 Linden Street and SS Linden 418 E. 11th Street

ORDINANCES – SECOND READING & PUBLIC HEARING

Office of City Council

1. Ordinance amending and supplementing Chapter 562: Parks and Recreation, formerly Chapter 390: article 2 of Chapter 18 of the Revised Ordinances and further amended and supplemented on numerous occasions including by municipal ordinance MC-4672, adopted June 12, 2012 in order to designate children play areas in City of Camden parks
2. Ordinance amending and supplementing municipal ordinance MC-600, adopted on March 11, 1971 and amended by municipal ordinance, MC-2289 on April 9, 1987 and by municipal ordinance, MC-4234 on October 12, 2006

Public Works

3. An ordinance authorizing the removal of handicap parking privileges in certain locations in the City of Camden
4. An ordinance authorizing the upgrade to personalized signage of a certain location of its handicap parking privileges

Office of City Attorney

5. Ordinance amending MC-4755 codified as chapter 510 of the Camden Code establishing the "lien review committee"

RESOLUTIONS

Office of the City Attorney

1. Resolution authorizing an agreement between the Delaware River Port Authority ("DRPA") and the City of Camden
2. Resolution amending the shared services agreement between the City of Camden and Camden Redevelopment Agency ("CRA") for the Camden Charter School Network Project
3. Resolution authorizing the acceptance of New Fleet Garage and execution of documents necessary to effect said acceptance

Department of Administration

4. Resolution re-appointing Keith Walker as a class II member of the City of Camden Planning Board
5. Resolution re-appointing Raul Bartra to the Municipal Board of Alcoholic Beverage Control
6. Resolution authorizing a subrecipient agreement between the City of Camden and Camden Community Partnership Inc. for North 7th Street Project (Linden Street to Elm Street) Bikeway Implementation Project

7. Resolution authorizing a contract under New Jersey State Contract #20-Fleet-01189 to Chas S Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ to purchase three (3) 2022 police interceptor utility AWD Ford Explorers

Department of Planning & Development

8. Resolution authorizing a license agreement with Melvina McCoy, 725 New Street, Block 1436, Lot 29 for the placement of a fence on the city's right of way (sidewalk) and (steps)
9. Resolution accepting a grant from the Delaware Valley Regional Planning Commission (DVRPC) for the supportive highway regional planning program in the amount of \$24,000.00
10. Resolution accepting a grant from the Delaware Valley Regional Planning Commission (DVRPC) for the Transit Support Planning Grant Program in the amount of \$20,800.00
11. Resolution authorizing the acceptance of a NJDOT FY 2019 award in the amount of \$1,000,000.00, for use in connection with the 2019 resurfacing of various streets project
12. Resolution authorizing the acceptance of a NJDOT FY 2020 award in the amount of \$1,052,864.00, for use in connection with the 2020 resurfacing of various streets project

Department of Finance

13. Resolution authorizing holding an electronic tax sale
14. Resolution authorizing a refund to lien holder Fig NJ18, LLC
15. Resolution authorizing the refund of unapplied cash to Procap7, First Trust Bank, LLC
16. Resolution authorizing the cancellation of charges due to exempt status
17. Resolution authorizing the refund of 2nd quarter taxes due to exempt status
18. Resolution authorizing the cancellation of charges/liens due to property ownership changing to the City of Camden
19. Resolution authorizing the refund of unapplied cash (Code 46) to Samuel Serrano for (3422 Westfield Avenue) Block -1029/ Lot-33 due to lien being assigned in error
20. Resolution authorizing the assignment of one hundred twenty-five (125) tax sale certificates

Department of Public Works

21. Resolution authorizing the upgrade of street lightning of various streets (Station Avenue and Federal Street)

22. Resolution authorizing the new installation of two (2) new streetlights on Ferry Avenue
23. Resolution authorizing the upgrade of street lightning on various streets (Haddon Avenue, Baird Blvd., and Wildwood Avenue)
24. Resolution authorizing the acceptance of PSEG outdoor lightning agreements for led lightning upgrade in the (Centerville Neighborhood-Antioch Manor Area)

Office of City Council

25. Resolution appointing members to an Ad Hoc Committee to examine and offer recommendations to officials of the City of Camden regarding recent juvenile justice reforms and possible mechanisms for improving these reforms as well as offering any other reforms that will lead to reduced juvenile detention
26. Resolution in support of the City of Camden to continue collaboration with the Camden Redevelopment Agency to create more rehabilitated and/or new housing units

Department of Administration

27. Resolution authorizing an emergency contract with "The Original Hargrove Demolition Company Inc." for the removal and storage of abandoned, disabled and impounded vehicles in the City of Camden
- ~~28. Resolution Granting A Permit To The Cooper Foundation And Its Contractor, Serpico Pyrotehnics, Pursuant Section 369-4 Of The City Code, For A Fireworks Display At The Rea Pier Park On September 24, 2021.~~
29. Resolution authorizing the City of Camden under the Educational Services Commission of New Jersey to purchase and install fencing material from Fox Fence Enterprises, Inc., 417 Crooks Avenue, Clifton, NJ 07011 under ESCNJ 20/21-37
30. Resolution re-appointing Felisha Reyes-Morton as a Class III member of the City of Camden Planning Board

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.

MBS:dh
09-14-21

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF NEW FLEET GARAGE AND
EXECUTION OF DOCUMENTS NECESSARY TO EFFECT SAID ACCEPTANCE**

WHEREAS, Brandywine was the sub-redeveloper of the Subaru Project which included the purchase of the City's former fleet garage property; and

WHEREAS, Brandywine was obligated to provide a replacement facility for the City's Fleet Garage ("Replacement Facility") at Brandywine's cost; and

WHEREAS, Brandywine assigned this obligation to Coopers Ferry Partnership, L.P. ("CFP") now known as Camden Community Partnership, Inc. ("CCP") via an Assignment Agreement ("Assignment Agreement"); and

WHEREAS, the Camden Redevelopment Agency ("CRA") serves as the City's agent to monitor CFP's design and construction of the Replacement Facility to ensure that the design and construction are in accordance with the terms of the Assignment Agreement; and

WHEREAS, the Replacement Facility has been completed save for a few minor construction items; and

WHEREAS, the Construction Official issued a Certificate of Occupancy on July 26, 2021 and the CRA and the Director of Public Works did their final walk through of the Replacement Facility site on August 30, 2021; and

WHEREAS, the CRA, based upon representations of CCP and the contractor's design/build team and CRA's on-going monitoring of the project, represents that the Replacement Facility has been constructed in accordance with the terms of the Assignment Agreement; and

WHEREAS, CRA and CCP acknowledge that there are Administrative Tasks which remain outstanding relating to the completion reports and work necessary for the Licensed Site Remedial Professional to issue Remedial Action Outcomes for the Site and the completion of payments to all of the contractors ("Administrative Tasks"); and

WHEREAS, in order for the City to take physical possession of the Replacement Facility, the City must: (1) acknowledge its acceptance of the building; (2) release the CRA and CCP as to the completion of the construction of the building, but not as to the completion of the Administrative Tasks; and (3) accept assignment of the building warranties and guarantees, now therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City hereby accepts the construction of the Replacement Facility as complete.

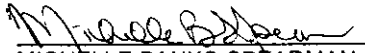
BE IT FURTHER RESOLVED, that the City Council of the City of Camden hereby releases the CRA and CCP of their obligation to complete the construction of the Replacement Facility, but not their continuing obligations to complete the Administrative Tasks as defined herein.

BE IT FURTHER RESOLVED, that the City Council of the City of Camden hereby authorizes the proper officers to execute an assignment of building warranties and guaranties from CCP and such other documents as are required to accept the Replacement Facility.

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

Date of Introduction: September 14, 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: September 14, 2021

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

FROM: Michelle Banks-Spearman, City Attorney

Department Making Request: Law Department

TITLE OF RESOLUTION:

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF NEW FLEET GARAGE AND
EXECUTION OF DOCUMENTS NECESSARY TO EFFECT SAID ACCEPTANCE**

BRIEF DESCRIPTION OF ACTION:

Brandywine was the sub-redeveloper of the Subaru Project which included the City's fleet garage property. Brandywine was obligated to provide a replacement facility for the City's Fleet Garage ("Replacement Facility") at Brandywine's cost. Brandywine assigned this obligation to Coopers Ferry Partnership, L.P. ("CFP") now known as Camden Community Partnership, Inc. ("CCP") via an Assignment Agreement ("Assignment Agreement"). The CRA serves as the City's agent to monitor CFP's design and construction of the Replacement Facility to ensure that the design and construction were in accordance with the terms of the Assignment Agreement.

The Replacement Facility has been completed save for a few minor construction items. The Construction Official issued a Certificate of Occupancy on July 26, 2021. The CRA and the Director of Public Works did their final walk through of the Replacement Facility site on August 30, 2021. The CRA, based upon representations of CCP and the contractor's design/build team and the CRA's on-going monitoring of the project, represents that the Replacement Facility has been constructed in accordance with the terms of the Assignment Agreement. CRA and CCP acknowledge that there are Administrative Tasks which remain outstanding relating to the completion of reports and the work necessary for the Licensed Site Remedial Professional to issue Remedial Action Outcomes for the Site and the completion of payments to all of the contractors ("Administrative Tasks"). In order for the City to take physical possession of the Replacement Facility, the City must: (1) acknowledge its acceptance of the building; (2) release the CRA and CCP as to the completion of the construction of the building, but not as to the completion of the Administrative Tasks; and (3) accept assignment of the building warranties and guarantees.

A resolution is requested to: (1) authorize the City to accept the Replacement facility as complete; (2) authorize the release of CRA and CCP as to the completion of the construction of the Replacement Facility, but not as to their obligations to complete the Administrative Tasks;

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******

and (3) authorize the City to execute an assignment of building warranties and guaranties from CCP and such other documents as are needed to accept the Replacement Facility.

APPROPRIATION ACCOUNT TO BE CHARGED: N/A

AMOUNT OF PROPOSED CONTRACT: 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

Approved by City Attorney:	<u>9/10/21</u>	<u>Michelle Bessier</u>
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
☐ CAF - Certifications of Availability of Funds	_____	_____
Approved by Business Administrator:	_____	_____

	(Name) Please Print	(Extension #)
Prepared By:	<u>Dionne Giles</u>	<u>X7185</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******



CITY OF CAMDEN
520 MARKET STREET
CAMDEN, NJ 08101
(856)757-7032

CERTIFICATE IDENTIFICATION

Date Issued: 7/26/2021
Control Number: 54303
Permit Number: 20200314

Block: 327 Lot:35 Quad:

Work Site Location: 443 KAIGHN AVE-GARAGE

Camden City, NJ

Owner in Fee: CITY OF CAMDEN/JASON ASUNCION ESQ

Address: 520 MARKET STREET-SUITE 409

CAMDEN, NJ 08101

Telephone: (856)757-7150

Agent/ Contractor: EPIC MANAGEMENT INC

Address: 136 ELEVENTH STREET

PISCATAWAY, NJ 08854

Telephone: (732)752-6100

Lic. No./Bids. Reg. No.:

Federal Emp. No.:

Home Warranty No.:

Type of Warranty Plan: ☐ State ☐ Private

☒ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ TEMPORARY CERTIFICATE OF OCCUPANCY/ COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate.

Use Group: S-1

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load: 0

Certificate Exp. Date:

Description of Work/ Use:

NEW CONSTRUCTION-SITE WORK AND CONSTRUCTION OF A PRE MANUFACTURER BUILDING GARAGE, COMMUNICATION POINTS, ALARM & SIGNALING DEVICES, LIGHT FIXTURES, RECEPTACLES, MOTORS, EMG & EXIT LIGHTS, ELECTRIC WATER HEATER, 400 AMP SERVICE, SUBPANELS, PRE FAB BLDG- FENCE ONLY, PRE FAB BLDG-LIGHT FIXTURES, RECEPTACLES, MOTORS, EMG & EXIT LIGHTS, ELECTRIC WATER HEATER, 400 AMP SERVICE, SUBPANELS, PRE FAB GARAGE BLDG: WTR CLST, LAV, FLR DRN, SNK, HOSE BIBB, WTR HTR, GS PNG, INTRCEPTR, BACKFLOW PREVENTER

☐ CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- ☐ Total removal of lead-based paint hazards in scope of work
☐ Partial or limited time period (years); see file

☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the buildings there are no imminent hazards and the building is approved for continued occupancy.

☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

James Rizzo
Construction Official

A.C.O.

1-APPLICANT 2-OFFICE 3-TAX ASSESSOR

Fees \$37.00
Paid ☐ Date
Collected by:

**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	Agreement
Name of Vendor	Camden Redevelopment Agency (CRA) and Camden Community Partnership, Inc. (CCP)
Purpose or Need for service:	Replacement Facility (New Fleet Garage) execute necessary documents to effect said acceptance.
Contract Award Amount	
Term of Contract	
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

Director or Designee,
Division of Local Government Services

Date

Number Assigned _____

Assignment and Assumption of Warranties and Guaranties

This Assignment and Assumption of Warranties and Guaranties, (this "**Assignment**"), dated as of September __, 2021 (the "**Effective Date**"), is entered into by and between Coopers Ferry Partnership, Inc, now known as Camden Community Partnership, Inc., a New Jersey non-profit corporation, having an address at One Port Center, Suite 501, 2 Riverside Drive, Camden, New Jersey 08103 ("**Assignor**"), and the City of Camden, a public body corporate and politic of the State of New Jersey, City Hall, 520 Market Street, Camden, New Jersey 08101 (the "**City**"), and the City of Camden Redevelopment Agency, a public body corporate and politic of the State of New Jersey, City Hall 13th Floor, 520 Market Street, Camden, New Jersey 08101 (the "**CRA**" and with the City, "**Assignee**").

WHEREAS, Assignor and CRA are parties to certain agreements with regard to the development and construction of a permanent replacement facility for the Fleet Garage for the CRA (the "**Project**") as set forth in that certain agreement between the CRA, Assignor and Brandywine Operating Partnership, LP, dated December, 2018 and that certain Sub-Redevelopment Agreement between the CRA and Brandywine Operating Partnership, LP dated December 3, 2015 (collectively the "**Development Agreements**"); and

WHEREAS, pursuant to that certain Standard Design-Build Agreement and General Conditions (the "**Construction Agreement**") between Assignor as Owner, and Epic Management, Inc., as Design-Builder, dated February 28, 2019, a certificate of occupancy has been received for the Project and pursuant to the Construction Agreement, and more particularly Sections 3.8 and 3.9 and Exhibit B pursuant to Section 2.4.2, the correction of work and warranty period shall commence as of completion and acceptance under the terms and conditions of the Construction Agreement and upon release of that certain bond as required under Section 11.5 of the Construction Agreement, Epic Management, Inc. shall provide a one year maintenance guaranty that shall run to Assignor or CRA or its assign; and

WHEREAS, in connection with the Development Agreements, the warranty and guaranty shall be assigned to Assignee as further defined herein, subject to the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Assignment, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. As of the Effective Date of this Assignment, Assignor HEREBY ASSIGNS AND TRANSFERS unto Assignee, all of Assignor's rights, title, and interest in, under, and to all benefits and privileges accruing to Assignor thereunder to each written warranty, guaranty, or other obligation from the contractor, manufacturer, or vendor to any improvements located at the Project, to the extent assignable in connection with the Project, the Development Agreements and the Construction Agreement (the "**Assumed Warranties and Guaranties**").

2. Assumption. Assignee hereby assumes and agrees to perform any and all of the obligations and liabilities of Assignor under the Assumed Warranties and Guaranties accruing from and after the Effective Date.

3. Indemnification.

(a) Assignor hereby agrees to indemnify, defend, and hold harmless Assignee, its successors and assigns, from and against any and all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees, charges, and expenses in the enforcement of this indemnity) for breach or default on the part of the contractor under any Assumed Warranties and Guaranties based on an event occurring (or alleged to have occurred) or a condition arising (or alleged to have arisen) before the Effective Date.

(b) Assignee hereby agrees to indemnify, defend, and hold harmless Assignor, its successors and assigns, from and against any and all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees, charges, and expenses in the enforcement of this indemnity) for breach or default on the part of the contractor under any Assumed Warranties and Guaranties based on an event occurring (or alleged to have occurred) or a condition arising (or alleged to have arisen) on or after the Effective Date.

4. Miscellaneous.

(a) All notices and other communications required or permitted under this Assignment shall be given in the same manner as in the Development Agreements.

(b) This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Assignment delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment, provided such original signed copy is delivered within five (5) days thereafter. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the other parties on or before the date hereof.

(c) This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflict of law rules.

(d) This Assignment may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.

(e) Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment contained herein.

(f) This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

Camden Community Partnership, Inc

By _____

Name:

Title:

ASSIGNEE:

City of Camden

By _____

Name:

Title:

City of Camden Redevelopment Agency

By _____

Name:

Title:

SCHEDULE A
CONSTRUCTION AGREEMENT AND ALL EXHIBITS

MBS:dh
09-14-21

**RESOLUTION RE-APPOINTING KEITH WALKER
AS A CLASS II MEMBER OF
THE CITY OF CAMDEN PLANNING BOARD**

WHEREAS, N.J.S.A. 40:55D-23 authorizes the Mayor of the City of Camden to appoint a Class II member to the City of Camden Planning Board; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that it hereby consents to the re-appointment of Keith Walker as a Class II member to the City of Camden Planning Board, for a one (1) year term commencing September 14, 2021 until September 13, 2022.

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

Date of Introduction: September 14, 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 APPOINTING MEMBERS TO AN AD HOC COMMITTEE TO
EXAMINE AND OFFER RECOMMENDATIONS TO OFFICIALS OF THE CITY OF
CAMDEN REGARDING RECENT JUVENILE JUSTICE REFORMS AND POSSIBLE
MECHANISMS FOR IMPROVING THESE REFORMS AS WELL AS OFFERING ANY
OTHER REFORMS THAT WILL LEAD TO REDUCED JUVENILE DETENTION.**

WHEREAS, in 2004, the Annie E. Casey Foundation selected New Jersey as one of the states to adopt the Juvenile Detention Alternatives Initiative (JDAI); and

WHEREAS, since 2004, New Jersey has expanded JDAI from five (5) counties to all twenty-one (21) counties in the State of New Jersey; and

WHEREAS, JDAI has been and continues to be a successful program leading to a substantial decline in the number of juveniles who are being detained in Juvenile Justice Commission (JJC) facilities as well as county facilities; and

WHEREAS, while JDAI has been successful, more can be done to ensure that juveniles are benefiting from these reforms including having increases in mental health, anger management, substance abuse and other individualized treatment services available to juveniles to prevent detention; and

WHEREAS, a significant role in preventing juvenile detention must include the role the police play while interacting with juveniles in the community; and

WHEREAS, a key component in preventing juvenile detention also addresses the availability of employment and career opportunities for juveniles along with the commensurate training needed to obtain and remain in such employment and career opportunities; and

WHEREAS, the City believes that it is in the best interests of the City of Camden that valuable input be received from residents of the City of Camden as well as the local business leaders, in determining the best means to attain more successful detention outcomes for juveniles; and

WHEREAS, the City now seeks to appoint an ad hoc committee comprised of residents of the City of Camden and local business leaders to examine and make recommendations to the Administration and Council of the City of Camden with regard to avenues that can be explored to: examine the role the police currently play in interacting with juveniles in the community and whether police supervisors should consider appropriate revisions to this approach; offer recommendations for providing juveniles with necessary services, including increases in mental health, anger management, substance abuse and other individualized treatment services which will prevent juvenile detention; and recommend a viable and sound methodology which will lead to enhanced employment and career opportunities for juveniles along with the commensurate appropriate training needed for these opportunities; now therefore,

BE IT RESOLVED, by the City Council of the City of Camden that it hereby appoints the following individuals to the ad hoc committee to examine and make recommendations on the above issues: [Names of specific ad hoc members here]. Additionally, each Councilperson representing a Ward in the City of Camden may also appoint two (2) residents from that Ward as well as one (1) youth representative to serve on this ad hoc committee. Furthermore, other Council members may appoint two (2) residents of the City of Camden as well as one youth representative to serve on this ad hoc committee.

BE IT FURTHER RESOLVED, that the ad hoc committee shall be fully constituted and begin its work by no later than October 1, 2021.

BE IT FURTHER RESOLVED, that the ad hoc committee shall report to the Administration and to City Council of the City of Camden by no later than January 15, 2022, with its recommendations.

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

Date of Introduction: September 14, 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



Camden City Council
RESOLUTION / ORDINANCE REQUEST FORM

DATE: September 7, 2021

Council Meeting Date: September 14, 2021

FROM: Councilperson

- ☐ Curtis Jenkins, President
☐ Sheila Davis, At-Large
☐ Angel Fuentes, At-Large

- ☐ Marilyn Torres, Vice President, 3rd Ward
☒ Shaneka Boucher, 1st Ward
☐ Christopher Collins, 2nd Ward
☐ Felisha Reyes-Morton, 4th Ward

Action Requested:

RESOLUTION ESTABLISHING AN AD HOC COMMITTEE TO EXAMINE AND OFFER
RECOMMENDATIONS TO OFFICIALS OF THE CITY OF CAMDEN REGARDING
RECENT JUVENILE JUSTICE REFORMS AND POSSIBLE MECHANISMS FOR
IMPROVING THESE REFORMS AS WELL AS OFFERING ANY OTHER REFORMS
THAT WILL LEAD TO REDUCED JUVENILE DETENTION

***Please attach any supporting documents

Shaneka Boucher/wr

Signature of Councilperson

09/07/2021

Date

S. BOUCHER
9/14/21

R-26

**RESOLUTION IN SUPPORT OF THE CITY OF CAMDEN TO CONTINUE
COLLABORATION WITH THE CAMDEN REDEVELOPMENT AGENCY TO
CREATE MORE REHABILITATED AND/OR NEW HOUSING UNITS**

WHEREAS, there is a significant need in the City of Camden to create more rehabilitated and/or new housing units in all four (4) wards of the City; and

WHEREAS, the City of Camden remains committed to working along with the Camden Redevelopment Agency to create more available housing, especially home ownership opportunities; and

WHEREAS, there are numerous tools that can be utilized to achieve more rehabilitation opportunities and new housing units in the City of Camden. The programs and processes which include, but are not limited to, are as follows: Full Value Tax Assignments; Public Auctions with Conditions; Reduced Tax Lien Assignments; Foreclosures, Abandoned Properties Act and Redevelopment Agreements; and

WHEREAS, the Mayor has tasked the City Administration and Camden Redevelopment Agency to expedite, market, monitor and track the above programs and processes for the purpose of creating more rehabilitated and/or new housing throughout the City of Camden; and

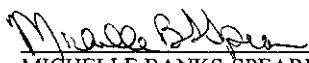
WHEREAS, City Council believes that it is in the best interests of the residents of the City of Camden to rehabilitate or otherwise facilitate new housing units throughout the City of Camden; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that City Council hereby supports the City Administration and the Camden Redevelopment Agency to continue to collaborate relating to creating rehabilitated and/or new housing units in all four (4) wards.

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

Date of introduction: September 14, 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



Camden City Council
RESOLUTION / ORDINANCE REQUEST FORM

DATE: September 7, 2021

Council Meeting Date: September 14, 2021

FROM: Councilperson

☐ Curtis Jenkins, President

☐ Sheila Davis, At-Large

☐ Angel Fuentes, At-Large

☐ Marilyn Torres, Vice President, 3rd Ward

☒ Shaneka Boucher, 1st Ward

☐ Christopher Collins, 2nd Ward

☐ Felisha Reyes-Morton, 4th Ward

Action Requested:

RESOLUTION IN SUPPORT OF THE CITY OF CAMDEN TO CONTINUE
COLLABORATION WITH THE CAMDEN REDEVELOPMENT AGENCY TO CREATE
MORE REHABILITATED AND/OR NEW HOUSING UNITS

***Please attach any supporting documents

Shaneka Boucher/wr
Signature of Councilperson

09/07/2021
Date

MBS:dh
09-14-21

R-27

**RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH
"THE ORIGINAL W. HARGROVE DEMOLITION COMPANY INC." FOR THE
REMOVAL AND STORAGE OF ABANDONED, DISABLED AND IMPOUNDED
VEHICLES IN THE CITY OF CAMDEN**

WHEREAS, the Council of the City of Camden authorized the Purchasing Agent to receive emergency quotes on August 23, 2021 for Removal and Storage of Abandoned, Disabled and Impounded Vehicles for the City of Camden ("City") for six (6) months; and

WHEREAS, one (1) submission from Emergency Quotes solicitation was received on August 23, 2021; and

WHEREAS, The Original W. Hargrove Demolition Company Inc. was the only submission at the rate of \$115.00 per basic tow, \$25.00 per day storage fees and other additional fees as stated on their bid price sheet; 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 The Original W. Hargrove Demolition Company Inc. at the rate of \$115.00 per basic tow, \$25.00 per day storage fees and other additional fees as stated for the Removal and Storage of Abandoned, Disabled and Impounded Vehicles; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the City Council awards an emergency contract to, The Original W. Hargrove Demolition Company Inc., for Removal and Storage of Abandoned, Disabled and Impounded Vehicles for the City of Camden ("City") for six (6) months, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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

Date of Introduction: September 14, 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

walk-on

**CITY OF CAMDEN
CITY COUNCIL REQUEST FORM**

Council Meeting Date: September 2021

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

FROM: L. Chandler, Purchasing Agent

DEPARTMENT MAKING REQUEST: Administration/Purchasing Bureau

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing an emergency contract to "The Original" W. Hargrove Demolition Co., Inc. for the removal and storage of abandoned, disabled and impounded vehicles in the City of Camden.

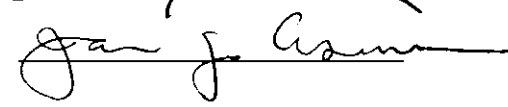
BRIEF DESCRIPTION: The City requested emergency quotes from vendors in order to provide removal and storage of abandoned, disabled and impounded vehicles for the City of Camden for a short period of time until the Parking Authority and Camden County Police Department, Metro Division, takes over towing operations from the City of Camden. "The Original" W. Hargrove Demolition Co., Inc., as the lowest responsive responsible bidder, provided the following towing rates: \$115.00 for Basic Tow, \$25.00 per day for Storage Fees and other additional fees as stated on their Bid Price Sheet.

BIDDING PROCESS: Received one (1) submission from Emergency Quotes solicitation on August 23, 2021

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:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
☐ CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:	8/30/2021	
Approved by Business Administrator:	9.9.21	
Received by City Attorney:	_____	_____

	(Name) Please Print	(Extension #)
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 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.

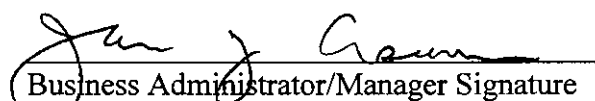
Municipality	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	"THE ORIGINAL" W. HARGROVE DEMOLITION CO., INC
Purpose or Need for service:	REMOVAL AND STORAGE OF ABANDONED, DISABLED AND IMPOUNDED VEHICLES FOR THE CITY OF CAMDEN FOR A SHORT PERIOD OF TIME UNTIL THE PARKING AUTHORITY AND CAMDEN COUNTY POLICE DEPARTMENT, METRO DIVISION, TAKES OVER TOWING OPERATIONS FROM THE CITY OF CAMDEN.
Contract Award Amount	N/A
Term of Contract	APPROXIMATELY 6 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	NJSC #40A:11-6
Were other proposals received? If so, please attach the names and amounts for each proposal received?	NO

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

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

Mayor's Signature*

Date _____


Business Administrator/Manager Signature

Date 9-9-21

*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 Financial Officer affirms that there is adequate funding available for this 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.

N/A NO money Date _____

Certifying Officer

For LGS use only:

☐ Approved

☐ Denied

Date _____

Director or Designee,
Division of Local Government Services

Number Assigned _____

BID PRICE SHEET
FOR THE EMERGENCY CONTRACT PERIOD

I. Basic Tow - per tow \$ 115.⁰⁰ x 1500 vehicles =
(Not to exceed \$115.00 dollars per tow)
*(Any and all additional services provided during this
basic tow shall be incorporated into this flat fee.)*

\$ 172,500.⁰⁰
TOTAL OF PART I

II. Storage Fee - each day \$ 25.⁰⁰ x 12,000 days =
(Not to exceed \$25.00 storage fee each day)

\$ 300,000.⁰⁰
TOTAL OF PART II

III. Additional Service Fees.

1. **In the case of a motor vehicle involved in an accident, the following additional services may be charged, if actually performed: and supported by, among other documents, a final Metro (or other law enforcement agency) motor vehicle accident report:**

- i. Waiting time in excess of 15 minutes, which shall be calculated based upon each 15 minutes spent at the site from which a motor vehicle will be towed, with fewer than 15 minutes rounded up to 15;

Per accident \$ 15.⁰⁰
(15 minute increments)

- ii. Brush cleaning, including collection of debris that can be picked up by hand, which shall be a flat fee;

Per accident \$ 20.⁰⁰

- iii. Site clean-up, which shall be calculated based upon the number of bags of absorbent used;

Per accident \$ 30.⁰⁰
(50 lb. bag)

- iv. Winching, which shall be based upon each one-half hour spent performing winching;

Per vehicle \$ 30.⁰⁰
(1/2 hour increments)

- v. The use of window wrap, which shall be a flat fee;

Per vehicle \$ 30.⁰⁰

- vi. Tarping, which shall be a flat fee;

Per vehicle \$ 55.⁰⁰

- vii. Transmission disconnect, a flat fee, which shall be charged only if a motor vehicle is locked and the towing company is unable to obtain the keys for the motor vehicle;

Per vehicle \$ 20.⁰⁰

- viii. Use of a flatbed tow truck, a flat fee, which shall be charged if a motor vehicle can be transported only by a flatbed tow truck;

Per vehicle \$ 145.⁰⁰

- ix. Use of special equipment other than the first tow truck to recover a motor vehicle that cannot be recovered by winching or pieces of a motor vehicle that cannot be moved by hand, which may be both a labor and an equipment charge billed in half-hour increments;

Per vehicle \$ 75.⁰⁰
(1/2 hour increments)

- x. Decoupling;

Per vehicle \$ 55.⁰⁰

- xi. More than three trips to the motor vehicle in storage, which may be invoiced as an administrative fee, which shall be a flat fee; and

Per vehicle \$ 10.⁰⁰

- xii. Releasing a motor vehicle from a towing company's storage facility after normal business hours or on weekends, which shall be a flat fee.

Per vehicle \$ 25.⁰⁰

TOTAL OF PART III \$ 510.⁰⁰
(Total Part III - items i thru xii)

TOTAL FOR PARTS I, II AND III \$ 473,010.⁰⁰
(Totals for Parts I, II and III)

****Bidder must fill in a price for every item or indicate zero if no charge.**

All charges and fees must comply with N.J.S.A. 56:13-7, et seq., and N.J.A.C. 13:45A-31.1 et seq.

The contractor must supply documentation to the City to support all charges for additional services.
Fees for any additional charges not listed in this bid sheet are expressly not permitted under the contract.

I HEREBY submit and confirm this Bid Price Sheet, subject to all requirements and conditions stated in these bid specifications.

Company Name: "The Original" W. Hargrave Demolition Co. Inc.

Bidder's Corporate Officer's Signature: [Signature]

Name: William Hargrave (print name)

Title: President (print title)

Date: 03/23/2021

CITY OF CAMDEN
BUREAU OF PURCHASING
CITY HALL - ROOM 213
P.O. BOX 95120
CAMDEN, NEW JERSEY 08010-5120
856-784-3037
856-541-9668 (FAX)

BID RESULTS

**EMERGENCY CONTRACT TO PROVIDE FOR REMOVAL
AND STORAGE OF ABANDONED, DISABLED AND
IMPOUNDED VEHICLES FOR THE CITY OF CAMDEN.
FOR A SHORT PERIOD OF TIME UNTIL THE PARKING
AUTHORITY AND CAMDEN COUNTY POLICE
DEPARTMENT, METRO DIVISION TAKES OVER TOWING
OPERATIONS FROM THE CITY OF CAMDEN PURSUANT TO
N.J.S.A. 40A:11-6, EMERGENCY CONTRACT**

BID OPENED MONDAY, AUGUST 23, 2021 @ 3:00 PM

VENDOR	AMOUNT
THE ORIGINAL W. HARGROVE DEMO. CAMDEN NJ c/o CAMDEN TOWING	PART I - \$172,500.00 (\$115.00/tow) PART II - \$300,000.00 (\$25.00/storage day) PART III - \$510.00 TOTAL \$473,010.00

Results are for information purpose only.
rp

Purchasing Fax

From: Purchasing Fax
Sent: Monday, August 16, 2021 3:33 PM
To: 'info@hei-nj.com'
Subject: 2021 Quote for Emergency Towing Contractor
Attachments: 2021 Quote for Emergency Towing Contractor.pdf

Good Afternoon,

The City of Camden is soliciting emergency quotes from vendors to provide towing services for the removal and storage of abandoned, disabled and impounded vehicles in the City of Camden.

Kindly review the specifications and, if interested, provide a completed quote by 3:00pm Monday, August 23, 2021 to City of Camden, Attn: Lateefah Chandler, Purchase Agent, 520 Market Street – Room 213, Camden, NJ 08101

Thank you



Lateefah Chandler, QPA
Purchasing Agent
City of Camden
856-757-7159
856-541-9668 (fax)

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) 757-7159 to arrange for the return of this information.

Purchasing Fax

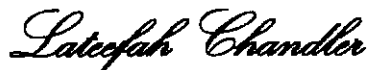
From: Purchasing Fax
Sent: Monday, August 16, 2021 3:34 PM
To: 'cioffistowingservice@comcast.net'
Subject: 2021 Quote for Emergency Towing Contractor
Attachments: 2021 Quote for Emergency Towing Contractor.pdf

Good Afternoon,

The City of Camden is soliciting emergency quotes from vendors to provide towing services for the removal and storage of abandoned, disabled and impounded vehicles in the City of Camden.

Kindly review the specifications and, if interested, provide a completed quote by 3:00pm Monday, August 23, 2021 to City of Camden, Attn: Lateefah Chandler, Purchase Agent, 520 Market Street – Room 213, Camden, NJ 08101

Thank you



Lateefah Chandler, QPA
Purchasing Agent
City of Camden
856-757-7159
856-541-9668 (fax)

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Purchasing Fax

From: Purchasing Fax
Sent: Monday, August 16, 2021 3:36 PM
To: 'Laurie'; 'omar@flanaganstowing.com'
Subject: 2021 Quote for Emergency Towing Contractor
Attachments: 2021 Quote for Emergency Towing Contractor.pdf

Good Afternoon,

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Kindly review the specifications and, if interested, provide a completed quote by 3:00pm Monday, August 23, 2021 to City of Camden, Attn: Lateefah Chandler, Purchase Agent, 520 Market Street – Room 213, Camden, NJ 08101

Thank you

Lateefah Chandler

Lateefah Chandler, QPA
Purchasing Agent
City of Camden
856-757-7159
856-541-9668 (fax)

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Purchasing Fax

From: Purchasing Fax
Sent: Monday, August 16, 2021 3:36 PM
To: 'kelly@whargrove.com'; 'bill@whargrove.com'
Subject: 2021 Quote for Emergency Towing Contractor
Attachments: 2021 Quote for Emergency Towing Contractor.pdf

Good Afternoon,

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Kindly review the specifications and, if interested, provide a completed quote by 3:00pm Monday, August 23, 2021 to City of Camden, Attn: Lateefah Chandler, Purchase Agent, 520 Market Street – Room 213, Camden, NJ 08101

Thank you

Lateefah Chandler

Lateefah Chandler, QPA
Purchasing Agent
City of Camden
856-757-7159
856-541-9668 (fax)

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RESOLUTION #28

Resolution Granting A Permit To The Cooper Foundation And Its Contractor, Serpico Pyrotehnics, Pursuant Section 369-4 Of The City Code, For A Fireworks Display At The Rca Pier Park On September 24, 2021.

(To be no actioned)

RESOLUTION

**NOT available at time of print on
Friday, September 10, 2021.**

RESOLUTION AUTHORIZING THE CITY OF CAMDEN UNDER THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY TO PURCHASE AND INSTALL FENCING MATERIAL FROM FOX FENCE ENTERPRISES, INC., 417 CROOKS AVENUE, CLIFTON, NJ 07011 UNDER ESCNJ 20/21-37

WHEREAS, pursuant to Resolution R-29 (MC:2199) adopted June 10, 2014, the City of Camden is a participating member of The Educational Services Commission of New Jersey formerly known as Middlesex Regional Education Commission; and

WHEREAS, The Educational Services Commission of New Jersey (#65MCESCCPS), as Lead Agency has offered voluntary participation in their Cooperative Pricing System for the purchase of goods and services to the City of Camden; and

WHEREAS, each participating municipality in the Cooperative Pricing System is authorized to enter into contract directly with said vendors pursuant to the terms and conditions of this bid by its governing body in accordance with the applicable laws; and

WHEREAS, the City of Camden wishes to purchase and install galvanized chain link fence for 443 Kaighn Avenue from FOX FENCE ENTERPRISES, in the amount of FIFTY-SEVEN THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$57,980.00); and

WHEREAS, the availability of cooperative pricing best serves the needs of the City of Camden and the Purchasing Department recommends utilization of this contract; and

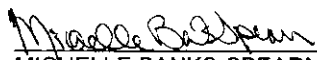
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the temporary budget of the City of Camden under line items "1-01-700-908" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden, that the contract be awarded under The Educational Services Commission of New Jersey to purchase and install galvanized chain link fence for 443 Kaighn Avenue from FOX FENCE ENTERPRISES, in the amount of FIFTY-SEVEN THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$57,980.00), 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: September 14, 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, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: FOX FENCE ENTERPRISES INC

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

TEMPORARY BUDGET APPROPRIATION: 1-01-700-908

AMOUNT: \$57,980.00

AMOUNT

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT:

AMOUNT:

CAPITAL ORDINANCE:

AMOUNT:

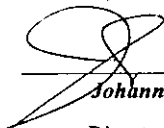
TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE \$ 57,980.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION TO AWARD THE PURCHASE AND INSTALLATION OF FENCING MATERIALS FROM FOX FENCE MATERIALS FROM FOX FENCE ENTERPRISES, INC., 417 CROOKS AVENUE, CLIFTON, NJ 07011 UNDER ESCNJ 20/21-37.


Johanna S. Conyer

Director of Finance

Date: 9/7/21

**CITY OF CAMDEN
CITY COUNCIL REQUEST FORM**

Walk-on

Council Meeting Date: **SEPTEMBER 2021**

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

FROM: L. Chandler, Purchasing Agent

DEPARTMENT MAKING REQUEST: Admin/Purchasing Bureau

TITLE OF RESOLUTION/ORDINANCE: Resolution to award the purchase and installation of fencing materials from Fox Fence Enterprises, Inc., 417 Crooks Avenue, Clifton, NJ 07011 under ESCNJ 20/21-37.

BRIEF DESCRIPTION: Under The Educational Services Commission of New Jersey approved Co-op #65MCESSCCPS, the City of Camden requires the purchase and installation of galvanized chain link fence and other accessories for physical security at Fleet Garage, 443 Kaighn Avenue Camden NJ.

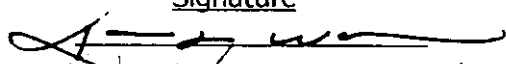
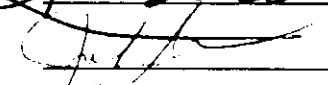
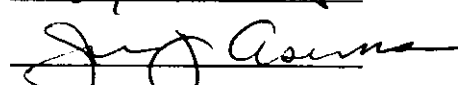
BIDDING PROCESS: Under N.J.A.C. 5:34-7.3 Cooperative pricing system or joint purchasing system creation (a) Two or more contracting units may join together to form a cooperative pricing system or a joint purchasing system for the provision and performance of goods and

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

APPROPRIATION ACCOUNT(S): 1-01- -700-908

AMOUNT: \$57,980.00

☐ **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 Relevant Director:	<u>9-7-21</u>	
Approved by Finance Director:	<u>9/3/21</u>	
☒ CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:	<u>9/7/2021</u>	
Approved by Business Administrator:	<u>9-7-21</u>	
Received by City Attorney:	<u> </u>	<u> </u>

	(Name) Please Print	(Extension #)
Prepared By:	<u>L. CHANDLER</u>	<u>X7475</u>
Contact Person:	<u> </u>	<u> </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*****

**CITY OF CAMDEN
PURCHASING BUREAU
2021 SEP -7 PM 2:41**

**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	FOX FENCE ENTERPRISES
Purpose or Need for service:	PURCHASE & INSTALL GALVANIZED CHAIN LINK FENCE FOR 443 KAIGHN AVENUE
Contract Award Amount	\$57,980.00
Term of Contract	~30 DAYS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.J.A.C. 5:34-7.3
Were other proposals received? If so, please attach the names and amounts for each proposal received?	YES -EB FENCE \$70,050.00

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

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

Mayor's Signature*

Date _____



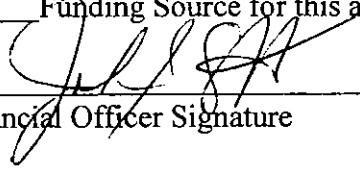
Business Administrator/Manager Signature

Date 9-7-21

*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 action. 1-01- -700-908

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.

NSCOP ESCNS ^{re.} Date 9/7/2021
Certifying Officer

For LGS use only:

☐ Approved

☐ Denied

Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____

All Types of Gates, Manual & Electric
Steel Bollards with Plastic Covers
Aluminum & Steel Ornamental Fence
Tennis Court Fence & Screening
Baseball Backstops
Trash Enclosures

DOT Chain Link Fence
Turnstiles, Manual & Electric
Highway Guardrail, Steel or Timber
PVC-Vinyl Fence, All Colors
High Rise Railing
Wood Fence

FOX FENCE ENTERPRISES, INC.

A DIVISION OF ROSANDO FENCE CO., INC
417 CROOKS AVE CLIFTON NJ, 07011
Phone: 973-779-9592 Fax: 973-340-3935

wtapia@foxfenceenterprisesinc.com

Wilby Tapia, INDUSTRIAL & COMMERCIAL ESTIMATOR

With more than **70 years** in the fencing business

Serving New Jersey, Eastern Pennsylvania, Northern New York & the 5-Boroughs of NYC

NJ CONTRACTORS LICENSE NO.13VH02534400

US HOMELAND SECURITY APPROVED FENCE CONTRACTOR (TWIC).

New Jersey State Approved Co-op #65MCESCCPS

ESCNJ 20/21-37 Fencing Purchase Installation and Repair

September 2 2021

City of Camden
520 Market St
Camden NJ
Phone: 856-757-7475
856-541-9668 (fax)
Email: Lateefah Chandler LaChandl@ci.camden.nj.us

Job Site: 443 Kaighn Ave
Camden NJ

Description:

Furnish and Install Approx. 550LF 8H Galvanized Chain Link Fence

Furnish and Install (2) 8Hx24W Cantilever Gates

(2x6x8H Galvanized Wire, 4" Gate Post SS#40, 3" Terminal Post SS#40, 2 1/2" Line Post, 1 5/8" Top and Mid Rail and Coil Wire)

- Core Drill 1 Feet
- Pounder On-Site 1 Feet
- Specialty Industrial Wire

Materials and Labor \$57,980.00

Thank you;
Wilby Tapia,
Industrial
Commercial

Accepted by: _____

Print Name: _____

Date: _____



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ROSANDO FENCE COMPANY, INC.

Trade Name: FOX FENCE

Address: 417 CROOKS AVE
CLIFTON, NJ 07011-1658

Certificate Number: 0083308

Effective Date: March 03, 1995

Date of Issuance: September 03, 2021

For Office Use Only:

20210903080152093

NEW JERSEY STATE APPROVED CO-OP #65MCESCCPS

Use the "Search Current Bid Awards" section below to view our current bid awards. If you are looking for a specific item or vendor please use the search bar above. You may search by bid category, bid number, bid title or vendor.

To print a pdf of all our bids click [HERE](#)

To print a list of our AEPA bid Awards click [HERE](#)

To print a pdf list of our awarded vendors click [HERE](#)

To print a pdf member list or to see if you are a member click [HERE](#)

County by County ESCNJ Member List - [Click Here](#)

SEARCH ESCNJ AWARDS

Search Again

Fencing - Purchase, Installation & Repair	
Bid Title	Fencing - Purchase, Installation & Repair
Bid Number	ESCNJ 20/21-37
Bid Term	11/20/20 - 11/19/22
Awarded to	Fox Fence Enterprises
Award Information	Pricing and Documentation

HOW TO JOIN

MBS:dh
09-14-21

**RESOLUTION RE-APPOINTING FELISHA REYES-MORTON
AS A CLASS III MEMBER OF
THE CITY OF CAMDEN PLANNING BOARD**

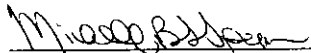
WHEREAS, N.J.S.A. 40:55D-23 authorizes the City Council of the City of Camden to appoint a member of the governing body as the Class III member to the City of Camden Planning Board; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that it hereby consents to the re-appointment of Councilwoman Felisha Reyes-Morton as a Class III member to the City of Camden Planning Board, for a one (1) year term commencing September 14, 2021 until September 13, 2022.

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

Date of Introduction: September 14, 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



Camden City Council

RESOLUTION / ORDINANCE REQUEST FORM

DATE: Sept 8, 2021

Council Meeting Date: Sept. 14, 2021

FROM: Councilperson

- ☒ Curtis Jenkins, President
☐ Sheila Davis, At-Large
☐ Angel Fuentes, At-Large

- ☐ Marilyn Torres, Vice President, 3rd Ward
☐ Shaneka Boucher, 1st Ward
☐ Victor Carstarphen, 2nd Ward
☐ Felisha Reyes-Morton, 4th Ward

Action Requested:

**RESOLUTION RE-APPOINTING COUNCILWOMAN
FELISHA REYES-MORTON TO THE PLANNING BOARD
AS A CLASS III MEMBER, FOR A ONE (1) YEAR TERM
COMMENCING SEPTEMBER 14, 2021 AND ENDING SEPTEMBER 13, 2022**

****Please attach any supporting documents

Curtis Jenkins/m

Signature of Councilperson

09/8/2021

Date