



AGENDA

CITY OF CAMDEN

CITY COUNCIL REGULAR MEETING

August 9th, 2022 – 5:00 p.m.

Honorable Angel Fuentes, Council President

Honorable Sheila Davis, Vice-President

Honorable Marilyn Torres

Honorable Felisha Reyes-Morton

Honorable Shaneka Boucher

Honorable Chris Collins

Honorable Nohemi Soria-Perez

Honorable Victor Carstarphen, Mayor

Daniel S. Blackburn, City Attorney

Howard McCoach, Counsel to Council

Luis Pastoriza, Municipal Clerk



CITY COUNCIL AGENDA

AUGUST 9TH, 2022 – 5:00 P.M.
CITY COUNCIL CHAMBER

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

APPROVAL OF MINUTES

COMMUNICATIONS

Department of Finance

1. Check registers of the City of Camden for the period of June 28th, 2022 to July 24th, 2022.
2. Payroll registers of the City of Camden for the period of July 8th, 2022 and July 22, 2022

OLD BUSINESS

ORDINANCES – FIRST READING

Office of City Council

1. An Ordinance establishing Chapter 283 of the City of Camden Code prohibiting harassment, intimidation or bullying of minors in the City of Camden
2. Ordinance amending and supplementing municipal ordinance MC-5326, adopted on March 9, 2021

Office of the City Attorney

3. Ordinance authorizing the removal of deed restrictions and reversionary language on 505 Newton Avenue

4. Ordinance authorizing the City of Camden to enter into an agreement of sale with the State of New Jersey for the sale of a portion of Block 1380, Lot 26 (The New Camden Cemetery)

Department of Administration

5. Ordinance authorizing an amendment #2 to the services agreement for the operation, management, maintenance and repair of the City of Camden's water supply and sewer collection system with American Water Operations and Maintenance, LLC
6. An Ordinance further amending and supplementing an Ordinance entitled, "An Ordinance fixing the salary ranges to be paid to certain officers and employees in the unclassified service of the City of Camden" Adopted December 23, 1982 (MC-1917)
7. Ordinance authorizing the approval of an application for a long term tax exemption and service fee in lieu of taxes pursuant to N.J.S.A. 40A:20-1 ET SEQ. and execution of a financial agreement between the City of Camden and Northgate Preservation Urban Renewal LLC

Department of Public Works

8. An Ordinance designating restricted residential parking zones for individuals with disabilities of personalized signage to certain areas in the City of Camden as handicap parking privileges only

ORDINANCES – SECOND READING & PUBLIC HEARING

Office of the City Attorney

1. Ordinance authorizing an amended lease agreement between the City of Camden and Project H.O.P.E.
2. Ordinance authorizing a lease agreement between the City of Camden and the Camden Special Services District, Inc.
3. Ordinance authorizing the vacation of a portion of a four (4) foot alleyway between the Park Boulevard and Greenwood Avenue
4. Ordinance authorizing the City of Camden to enter into a trail easement agreement with EDS Investments, LLC
5. Ordinance authorizing the City of Camden to execute a deed transferring four (4) properties to St. Joseph's Carpenter Society

Department of Administration

6. An Ordinance further amending and supplementing an Ordinance entitled, "An Ordinance fixing the salary ranges to be paid to certain officers and

employees in the classified and unclassified service of the City of Camden”, adopted December 23, 1982 (MC-1917)

Department of Development & Planning

7. An Ordinance amending and supplementing an Ordinance entitled, “An Ordinance providing for the regulation of vehicles and pedestrians in the streets of the City of Camden and the enforcement thereof,” Ordinance 717, adopted December 27, 19945 to designate a “No Parking Zone”

Department of Public Works

8. An Ordinance authorizing the removal of handicap parking privileges in certain locations in the City of Camden
9. An Ordinance designating restricted residential parking zones for individuals with disabilities of personalized signage to certain areas in the City of Camden as handicap parking privileges only

RESOLUTIONS

Office of City Council

1. Resolution in support of the East Camden Post Office at 2816 Federal Street remaining open and encouraging our federal government officials to support this post office as the Camden community would be substantially harmed if the United States postal service were to move to close it
2. Resolution re-appointing Christopher C. Hampton as a member of the City of Camden Arts, Cultural and heritage commission for a term of 2 years, commencing August 11th, 2022 and expiring August 10th, 2024

Office of the City Attorney

3. Resolution ratifying a right of entry permit & indemnification agreement between the State of New Jersey to enter on the City's land located on the corner of Mt. Ephraim and Ferry Avenues
4. Resolution authorizing the execution of a shared services agreement between the City of Camden and the Camden Redevelopment Agency, (“CRA”) for affirmative action officer services and compliance officer services
5. Resolution authorizing the settlement of litigation
6. Resolution authorizing the settlement of litigation
7. Resolution authorizing amendment #2 to contract #03-21-117 with Capehart Scatchard in the amount of \$30,000.00 for ongoing general legal services for the City of Camden
8. Resolution authorizing extension of time to complete foreclosure

Department of Administration

9. Resolution of the council of the City of Camden, in the County of Camden, State of New Jersey, authorizing the preparation and application to the local finance board seeking approval of amendment #2 to the services agreement with American Water Operations and Maintenance, LLC, pursuant to and in accordance with N.J.S.A. 58:26-19 ET. SEQ., and N.J.S.A. 58:27-19
10. Resolution awarding a contract to McManimon, Scotland & Baumann (MS&B) 75 Livingston Avenue, Roseland, NJ 07068 for Bond Counsel for a period of one (1) year in an amount not to exceed \$75,000.00
11. Resolution awarding a contract to Affinity IT Security Services, 1243 Sussex Turnpike, Suite #1, Randolph, NJ 07869
12. Resolution authorizing a contract under New Jersey State Contract #20-Tele-01510 to Dell Marketing, One Dell Way, Round Rock, TX 78664

Department of Planning & Development

13. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87
14. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87
15. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87
16. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87
17. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87
18. Resolution awarding a contract for extraordinary, unspecifiable services with Camden Business Association, Inc. and the Latin American Economic Development Association, Inc. for the buy Camden Initiative Program in the amount not to exceed \$183,069.00
19. Resolution approving the release of performance guaranty in the amount of \$39,600.00 to Branch Village Associates, LLC- phase II, Northeast Ferry Avenue and 9th Street, Block 551, Lot 1
20. 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

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
22. Resolution authorizing a professional services contract to Herbert, Rowland & Grubic, Inc. ("HRG") for a stormwater utility fund feasibility study in the City of Camden (RFP#22-05) in the amount of \$67,000.00
23. Resolution authorizing a contract to Levy Construction Company, Inc. of Oaklyn, NJ for the rehabilitation of three (3) community centers
24. Resolution authorizing the acceptance of transportation alternatives program (NJDOT) funding award in the amount of \$825,000.00 for use in connection with the North Camden Waterfront Park Development Project

Department of Finance

25. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87
26. Resolution approving the reduction of municipal lien value down to the fair market value of the property per recommendation of Lien Review Committee

Department of Fire

27. Resolution to approve the Camden Fire Department to apply for the NJ Governor's American Rescue Plan Firefighters Grant (ARP)

Department of Municipal Court

28. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87

Department of Public Works

29. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87
30. Resolution accepting the 2022 NJ Clean Communities Grant in the amount of \$123,484.53

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



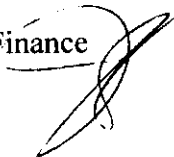
DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

VICTOR CARSTARPHEN
MAYOR

C-1
JOHANNA S. CONYER
DIRECTOR OF FINANCE
TEL: 856-757-7582
EMAIL: FINANCE@CICAMDEN.NJ.US
WEBSITE: WWW.CICAMDEN.NJ.US

MEMORANDUM

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

From: Johanna S. Conyer Harris, Director of Finance 

Date: July 25, 2022

Subject: **Check Register-Communications for Forthcoming City Council Meeting- August 9, 2022**

Attached, please find the Check Register for the City of Camden for the period of June 28, 2022 to July 24, 2022.

The Check Register represents the checks written from various funds of the City.

Please include this communication in the Agenda for the forthcoming Council Meeting to be voted on for approval.

Please contact me at extension 7582, if you have any additional questions.

JCH/mr

Attachments

cc: Honorable Victor Carstarphen, Mayor

July 25, 2022
10:28 AM

CAMDEN CITY
Check Register By Check Date

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Range of Checking Accts: First to Last Range of Check Dates: 06/28/22 to 07/24/22
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PNC TMP WTR SWR PNC Tmp Wtr/Swr 80-1210-9405					
200010	07/01/22	CIT9808 City of Camden TD Temp Wtr	896,520.45		18196
200011	07/01/22	CIT9809 City of Camden TD Temp Swr	608,029.16		18196

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	1,504,549.61	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	1,504,549.61	0.00

TD 3RD PARTY 21 TD 3rdPrtyLien 2021 4308903552					
48827	06/28/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	235.36	07/21/22	18179
48828	06/28/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,732.35	07/21/22	18180
48829	06/28/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	2,133.44	07/21/22	18181
48830	06/28/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,000.00		18182
48831	06/28/22	LN-40080 PC7, LLC	10,040.16	07/21/22	18183
48832	06/28/22	LN-40206 US BANK CUST FOR PRO CAP 8	798.46	07/21/22	18183
48833	06/29/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	766.97	07/21/22	18184
48834	06/29/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	569.16	07/21/22	18185
48835	06/29/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	630.30	07/21/22	18186
48836	06/29/22	LN-31215 BENJAMIN FLECK	182.43	07/21/22	18187
48837	06/29/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	608.62	07/21/22	18188
48838	06/29/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,179.76	07/21/22	18189
48839	06/29/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	446.12	07/21/22	18190
48840	07/05/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,236.95	07/21/22	18198
48841	07/05/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	555.45	07/21/22	18199
48842	07/05/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,750.04	07/21/22	18200
48843	07/05/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,696.80	07/21/22	18201
48844	07/05/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	3,224.80	07/21/22	18202
48845	07/05/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,272.72	07/21/22	18203
48846	07/05/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,774.40	07/21/22	18204
48847	07/05/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	2,743.65	07/21/22	18205
48848	07/05/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	2,794.47	07/21/22	18206
48849	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	615.28		18207
48850	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	152.76		18208
48851	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	7,202.36		18209
48852	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,502.55		18210
48853	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	647.25		18211
48854	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,945.92		18212
48855	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	9,015.75		18213
48856	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,350.55		18214
48857	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	651.89		18215
48858	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,037.26		18216
48859	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,381.83		18217
48860	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,334.18		18218
48861	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	445.29		18219
48862	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,297.27		18220
48863	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	265.98		18221
48864	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	434.60		18222
48865	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,259.39		18223
48866	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,468.61		18224
48867	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	152.89		18225

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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					
48868	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	8,683.30		18226
48869	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,423.76	07/21/22	18227
48870	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	604.36		18228
48871	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,119.60	07/21/22	18229
48872	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,025.24	07/21/22	18230
48873	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	53.00	07/21/22	18231
48874	07/05/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	315.62		18232
48875	07/05/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	2,043.13	07/21/22	18233
48876	07/05/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	605.27	07/21/22	18234
48877	07/06/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,803.22		18235
48878	07/06/22	LN-20074 LB-HONEY BADGER, SBMUNI%	43.00	07/21/22	18236
48879	07/07/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	7,727.65		18237
48880	07/07/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	12,065.95		18238
48881	07/07/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,215.04		18239
48882	07/07/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	7,723.79		18240
48883	07/07/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	650.81		18241
48884	07/07/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	4,350.88	07/21/22	18242
48885	07/07/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,823.63	07/21/22	18243
48886	07/07/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	3,435.64	07/21/22	18244
48887	07/07/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,845.50	07/21/22	18245
48888	07/07/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	2,820.50	07/21/22	18246
48889	07/07/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,170.45	07/21/22	18247
48890	07/07/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	6,963.81	07/21/22	18248
48891	07/07/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	625.14	07/21/22	18249
48892	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,914.75		18254
48893	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	613.06		18255
48894	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,396.06		18256
48895	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,128.43		18257
48896	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	577.87		18258
48897	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	622.71		18259
48898	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,130.81		18260
48899	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,587.46		18261
48900	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	614.75		18262
48901	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	7,649.52		18263
48902	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,995.23		18264
48903	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,164.75		18265
48904	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,066.50		18266
48905	07/11/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,607.82		18267
48906	07/11/22	LN-40189 PINE VALLEY ONE REALESTATE LLC	3,424.05		18268
48907	07/11/22	LN-40080 PC7, LLC	5,844.87		18269
48908	07/11/22	LN-50107 NJTL CAPITAL LLC	1,968.21		18270
48909	07/11/22	LN-11154 CHRISTOPHER CUMMINGS	235.33		18271
48910	07/11/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	2,148.87		18273
48911	07/11/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	2,472.14		18274
48912	07/11/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,675.77		18275
48913	07/11/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	5,318.42		18276
48914	07/11/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,986.75		18277
48915	07/11/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	2,403.25		18278
48916	07/11/22	LN-40189 PINE VALLEY ONE REALESTATE LLC	3,596.92		18279
48917	07/11/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	901.46		18280
48918	07/11/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	803.51		18281
48919	07/11/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	2,545.65		18282

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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				
48920	07/14/22	LN-50171 STONE WOOL 22, LLC	19,065.16	18283
48921	07/14/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,588.45	18284
48922	07/14/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	436.13	18285
48923	07/15/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	434.04	18286
48924	07/15/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	445.29	18287
48925	07/15/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	577.43	18288
48926	07/15/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,850.48	18289
48927	07/15/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,105.10	18290
48928	07/15/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	437.28	18291
48929	07/15/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	17,745.51	18292
48930	07/15/22	LN-40189 PINE VALLEY ONE REALESTATE LLC	2,574.54	18293
48931	07/15/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	6,274.50	18294
48932	07/15/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,826.35	18295
48933	07/15/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,356.63	18296
48934	07/15/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,517.73	18297
48935	07/15/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	2,038.94	18298
48936	07/15/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	19,738.22	18299
48937	07/15/22	LN-40080 PC7, LLC	1,860.99	18300
48938	07/15/22	LN-50012 COOPER SQUARE ACQUISITION 1 LL	13,569.41	18301
48939	07/15/22	LN-40187 TLOA OF NJ LLC	13,799.71	18302
48940	07/15/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	755.59	18303
48941	07/20/22	LN-11304 CHANGSHENG LU	3,044.16	18312
48942	07/20/22	LN-40189 PINE VALLEY ONE REALESTATE LLC	4,250.40	18313
48943	07/20/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	834.69	18314
48944	07/20/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	233.27	18315
48945	07/20/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,580.50	18316
48946	07/20/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	3,570.93	18317
48947	07/20/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,995.35	18318
48948	07/20/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,411.33	18319
48949	07/20/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,280.29	18320
48950	07/20/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	3,599.54	18321
48951	07/20/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	135.24	18322
48952	07/20/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	2,691.74	18323
48953	07/20/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	1,086.37	18324
48954	07/20/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	4,891.73	18325
48955	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,179.75	18326
48956	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	440.46	18327
48957	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,169.93	18328
48958	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	3,251.04	18335
48959	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,482.70	18329
48960	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	444.61	18330
48961	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	4,815.03	18331
48962	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	423.19	18332
48963	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	445.29	18333
48964	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	622.91	18334
48965	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,340.69	18336
48966	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	709.88	18337
48967	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	444.01	18338
48968	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	610.96	18339
48969	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	777.76	18340
48970	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,432.55	18341
48971	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	8,086.41	18342

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48972	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	445.29		18343
48973	07/20/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	445.28		18344
48974	07/21/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,589.76		18346
48975	07/21/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	434.75		18347
48976	07/21/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,937.97		18348
48977	07/21/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,143.42		18349
48978	07/21/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,107.47		18350
48979	07/21/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	1,618.26		18351
48980	07/21/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	633.70		18352
48981	07/21/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,488.77		18353
48982	07/21/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	5,799.03		18354
48983	07/21/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	13,405.38		18355
48984	07/21/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	872.38		18356
48985	07/21/22	LN-50117 USBANK CUST/PC8 FIRSTTRUST BK	6,597.97		18357
48986	07/21/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	613.43		18358
48987	07/21/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	445.29		18359
48988	07/21/22	LN-50061 Amedia Henriquez	50.00		18360
48989	07/21/22	LN-30000 US BANK CUST/PRO CAP III, LLC	43.00		18361
48990	07/21/22	LN-40187 TLOA OF NJ LLC	53.00		18362
48991	07/21/22	LN-40187 TLOA OF NJ LLC	53.00		18363
48992	07/22/22	LN-11154 CHRISTOPHER CUMMINGS	439.59		18364
48993	07/22/22	LN-11154 CHRISTOPHER CUMMINGS	190.91		18365
48994	07/22/22	LN-11154 CHRISTOPHER CUMMINGS	1,868.39		18366
48995	07/22/22	LN-11154 CHRISTOPHER CUMMINGS	1,078.91		18367
48996	07/22/22	LN-11154 CHRISTOPHER CUMMINGS	132.06		18368
48997	07/22/22	LN-11154 CHRISTOPHER CUMMINGS	376.82		18369
48998	07/22/22	LN-40148 FIG CUST FIGNJ19LLC & SEC PTY	2,035.27		18370
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Checks:	172		0	446,246.52	0.00
Direct Deposit:	0		0	0.00	0.00
Total:	172		0	446,246.52	0.00
TD CDBG GRANT21 TD CDBG Grant 2021 4308903718					
25561	07/01/22	JOH83 CANDY JOHNSON	2,000.00	07/05/22	18193
25562	07/15/22	BAR55 BARNES AND NOBLE 2664	1,531.40		18310
Checking Account Totals					
		Paid	Void	Amount Paid	Amount Void
Checks:	2		0	3,531.40	0.00
Direct Deposit:	0		0	0.00	0.00
Total:	2		0	3,531.40	0.00
TD ESCROW 2021 TD Escrow 1/21/21 4308903700					
1723	07/01/22	REM02 REMINGTON & VERNICK ENGINEERS	3,372.50	07/22/22	18195
1724	07/08/22	REM02 REMINGTON & VERNICK ENGINEERS	0.00	07/08/22 VOID	0
1725	07/08/22	REM02 REMINGTON & VERNICK ENGINEERS	34,261.77	07/22/22	18252
1726	07/15/22	DEM07 DEMBO, BROWN & BURNS LLP	2,272.00		18305

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TD ESCROW 2021 TD Escrow 1/21/21 4308903700 Continued					
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	3	1	39,906.27	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	3	1	39,906.27	0.00
TD ESG GRANT 21 TD ESG Grant 2021 4308907596					
10150	07/15/22	DEF04 DEFINITIVE PROPERTIES LLC	800.00		18306
10151	07/15/22	LUT05 LUTHERAN SOCIAL MINISTRIES	882.00		18306
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	2	0	1,682.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	2	0	1,682.00	0.00
TD GEN CAPITAL TD Gen Cap 1/1/21 4308903495					
1012	07/20/22	CAM82 CAMDEN CO DEPT OF PUBLIC WORKS	435,171.79		18345
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	435,171.79	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	435,171.79	0.00
TD GEN INS 21 TD Gen Ins 2021 4308903544					
22050	07/01/22	ABE02 GERALD ABEL	1,020.60	07/15/22	18191
22051	07/01/22	ACE19 REINALDO M ACEVEDO	1,020.60	07/15/22	18191
22052	07/01/22	BAI08 WILLIAM BAIN	2,857.20	07/15/22	18191
22053	07/01/22	BAN09 WILLIAM H. BANKS	2,041.20	07/15/22	18191
22054	07/01/22	BAS03 ROBERT A. BASILE	1,855.20		18191
22055	07/01/22	BEA11 DEBORAH P. BEASLEY	1,020.60	07/15/22	18191
22056	07/01/22	BEN32 MARVIN BENDY	1,531.20	07/15/22	18191
22057	07/01/22	BER27 WILLIAM E. BERKS	2,041.20	07/15/22	18191
22058	07/01/22	BIR05 STEPHEN R BIRD	2,041.20	07/15/22	18191
22059	07/01/22	BOK01 ELEANOR J BOKRETA	1,020.60	07/21/22	18191
22060	07/01/22	BOO14 MICHAEL BOONE	1,428.60	07/15/22	18191
22061	07/01/22	BRI23 ROSEANN BRIGGS	1,020.60	07/15/22	18191
22062	07/01/22	BRO34 SHELLEY BROWN	1,020.60	07/21/22	18191
22063	07/01/22	BRO75 JOSEPH A. BROCCOLI	1,014.60	07/15/22	18191
22064	07/01/22	BUR56 LARRY BURGESS	1,020.60	07/15/22	18191
22065	07/01/22	BUR57 MARY BURDZIEJKO	1,020.60	07/15/22	18191
22066	07/01/22	CAP19 PAUL CAPIZOLA	1,813.20	07/15/22	18191
22067	07/01/22	CAR78 RICHARD D. CARVER	2,041.20	07/21/22	18191
22068	07/01/22	CAR90 RODNEY CARTER	1,020.60	07/15/22	18191
22069	07/01/22	CAS28 VIRGINIA CASTRO	1,020.60	07/15/22	18191
22070	07/01/22	CHA36 RUSSELL H. CHANDLER	2,011.20	07/15/22	18191
22071	07/01/22	CHA39 RICHARD N. CHANDLER	1,020.60	07/15/22	18191
22072	07/01/22	CIA05 RAYMOND CIANFRANI	2,041.20	07/15/22	18191
22073	07/01/22	COL100 YVONNE COLEMAN	1,020.60	07/15/22	18191
22074	07/01/22	COL82 FORREST N. COLLINS	3,061.80	07/15/22	18191
22075	07/01/22	CUR06 VERNON G. CURTIS	2,551.20	07/15/22	18191
22076	07/01/22	HAR93 STEVEN HARDWICK	1,020.60	07/15/22	18191
22077	07/01/22	LEM03 ROBERT T LEMAYSKI	1,020.60	07/15/22	18191
22078	07/01/22	LN-11290 BRENDA M BARNES	1,020.60	07/15/22	18191

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TD GEN INS 21 TD Gen Ins 2021 4308903544 Continued					
22079	07/01/22	LYO04 GARY LYONS & ANGIE LYONS	1,020.60	07/15/22	18191
22080	07/01/22	MAURI015 MAURICE BUSBEE	1,107.00	07/15/22	18191
22081	07/01/22	NET08 RONALD G NEILING	2,041.20	07/15/22	18191
22082	07/01/22	NIE07 JULIO NIEVES	1,020.60	07/15/22	18191
22083	07/01/22	PHI37 JOHNNIE R PHILLIPS	1,020.60	07/15/22	18191
22084	07/01/22	RUD01 ALLEN RUDDEROW, III	2,041.20	07/15/22	18191
22085	07/01/22	SIM50 CHARLES R SIMONE	1,969.20	07/15/22	18191
22086	07/08/22	BAK05 PAUL R. BAKER, JR.	2,041.20	07/15/22	18251
22087	07/08/22	BAR36 AGOSTINO A BARBETTA JR	2,041.20	07/15/22	18251
22088	07/08/22	BER32 WILLIAM BERMAN	1,855.20	07/15/22	18251
22089	07/08/22	BOY16 JEROME P BOYD	1,428.60	07/15/22	18251
22090	07/08/22	BUR51 CARLOS R BURGOS	1,020.60	07/15/22	18251
22091	07/08/22	CAL18 BARBARA R CALVERT	1,020.60	07/15/22	18251
22092	07/08/22	CAR09 PETER CARBONE	2,041.20	07/21/22	18251
22093	07/08/22	CHR02 CHARLES CHRISTENSEN	1,969.20	07/15/22	18251
22094	07/08/22	CLA10 KURT E. CLAUSS	2,041.20	07/15/22	18251
22095	07/08/22	COM42 SHARON COMBS-PETTIGREW	1,020.60		18251
22096	07/08/22	COU25 WILLIAM M COUSE JR	1,020.60	07/15/22	18251
22097	07/08/22	COV01 LEONARD COVOLESKY	1,573.20	07/21/22	18251
22098	07/08/22	CRI04 FRANCIS J. CRISSEY, SR.	2,041.20		18251
22099	07/08/22	CRO22 RONALD CROWDER	1,765.20	07/15/22	18251
22100	07/08/22	CRY02 DENT CRYMES	1,867.20	07/15/22	18251
22101	07/08/22	DAL01 LENA DALY	1,020.60	07/15/22	18251
22102	07/08/22	DAV63 FREDERICK S DAVIS	2,857.20		18251
22103	07/08/22	DEF03 ROBERT B. DEFORD	2,041.20	07/15/22	18251
22104	07/08/22	DEL17 PAUL M. DELFING, JR.	864.60		18251
22105	07/08/22	DIP01 WILLIAM DIPOMPO	5,307.60	07/15/22	18251
22106	07/08/22	DIP03 STEPHEN J DIPOMPO	1,020.60	07/15/22	18251
22107	07/08/22	DIP04 GAETANO J. DIPATRI	1,993.20	07/15/22	18251
22108	07/08/22	DOS02 ROSE E DOSS	1,020.60	07/21/22	18251
22109	07/08/22	DRO01 WALTER DROGE	1,014.60	07/21/22	18251
22110	07/08/22	DUN12 RACHELLE DUNN	1,020.60	07/15/22	18251
22111	07/08/22	DUX01 WILLIAM J DUX	4,014.60	07/15/22	18251
22112	07/08/22	FAL01 NICK J FALCONIERO	2,170.80	07/15/22	18251
22113	07/08/22	FIG03 EDWIN J FIGUEROA	2,041.20	07/15/22	18251
22114	07/08/22	GAL20 ANTHONY J GALIAZZI SR	2,041.20	07/15/22	18251
22115	07/08/22	HAR09 DONALD R. HARRISON	954.60	07/15/22	18251
22116	07/08/22	HAY05 EARL P. HAYES	816.60	07/15/22	18251
22117	07/08/22	HOR19 VALERIE M HORTA-MCDONNELL	2,041.20	07/21/22	18251
22118	07/08/22	KEO02 KENNETH J. KEOUGH, SR.	1,873.20	07/15/22	18251
22119	07/08/22	LEA04 CLIFFORD S LEARY	2,041.20	07/15/22	18251
22120	07/08/22	LUC04 CARLOS LUCIANO	2,041.20	07/15/22	18251
22121	07/08/22	MCC12 JOE W. MC CANN	2,041.20	07/21/22	18251
22122	07/08/22	MCC52 JOSEPH MCCRAY	924.60	07/15/22	18251
22123	07/08/22	MCC54 JOYCE E MCCRAY	1,020.60	07/15/22	18251
22124	07/08/22	MCM04 JAMES J. MCMASTER	2,041.20	07/15/22	18251
22125	07/08/22	MIL12 VINCENT L. MILLER	2,041.20	07/15/22	18251
22126	07/08/22	MIL27 JOHN F. MILLS	2,041.20	07/15/22	18251
22127	07/08/22	MIL40 OSCAR MILBOURNE	1,939.20	07/15/22	18251
22128	07/08/22	MON06 ARNOLD P. MONAHAN, JR.	2,041.20	07/15/22	18251
22129	07/08/22	MOO26 JANET MOORE	1,020.60	07/15/22	18251
22130	07/08/22	MUR23 RAYMOND MURPHY	1,014.60	07/15/22	18251

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22132	07/08/22	OLS03 JOSEPH G. OLSEN	2,041.20	07/15/22	18251
22133	07/08/22	ORZ01 THOMAS ORZECOWSKI	2,041.20	07/21/22	18251
22134	07/08/22	PAC05 ALFONSO PACIOCCO	1,020.60	07/15/22	18251
22135	07/08/22	PAS02 TOMMIE E. PASQUINI	1,020.60	07/15/22	18251
22136	07/08/22	PAT10 ALBERT R. PATTERSON	2,653.80	07/15/22	18251
22137	07/08/22	PEN38 KENNETH L. PENN	1,428.60	07/15/22	18251
22138	07/08/22	PIE02 FRANK E. PIECH	1,951.20	07/15/22	18251
22139	07/08/22	PRO39 THOMAS M. PROSINSKI	1,993.20	07/15/22	18251
22140	07/08/22	RIV20 JOSEPH RIVERA	2,041.20	07/15/22	18251
22141	07/08/22	ROGEL005 ROGELIO PEREZ	1,020.60		18251
22142	07/08/22	ROT10 JOSEPH ROTCHFORD	1,542.00	07/15/22	18251
22143	07/08/22	RUB05 JOSEPH RUBINO	3,674.40	07/21/22	18251
22144	07/15/22	BER02 CHARLES R. BERRY	2,084.40		18308
22145	07/15/22	DAV27 CHARLES L. DAVIS	1,020.60		18308
22146	07/15/22	DEA07 DENNIS DEAL	1,867.20	07/21/22	18308
22147	07/15/22	DEE02 MICHAEL DEETS	1,831.20	07/21/22	18308
22148	07/15/22	DOE02 HARRY DOERR	1,020.60	07/21/22	18308
22149	07/15/22	DUU02 CHARLES DUUS	798.60	07/21/22	18308
22150	07/15/22	ERT03 EDWARD F ERTZ JR	2,041.20	07/21/22	18308
22151	07/15/22	FRA37 ALBERT R. FRAMPTON	1,819.20	07/21/22	18308
22152	07/15/22	FRE05 GARY FREEMAN	2,041.20	07/21/22	18308
22153	07/15/22	GAR51 CLARIBEL GARCIA	1,020.60	07/21/22	18308
22154	07/15/22	GIO03 MARIO GIORDANO	1,020.60	07/21/22	18308
22155	07/15/22	GLA36 MICHELE R GLASSMAN	1,428.60	07/21/22	18308
22156	07/15/22	GON43 ANTONIO S GONZALEZ	1,008.60	07/21/22	18308
22157	07/15/22	GOR05 RONALD T. GORSKI	1,020.60	07/21/22	18308
22158	07/15/22	GOU05 JOSEPH L. GOULD	2,041.20	07/21/22	18308
22159	07/15/22	GRE06 LORRAINE GREENE	2,041.20	07/21/22	18308
22160	07/15/22	GUT01 MARINA GUTIERREZ	1,020.60		18308
22161	07/15/22	HOU03 JOHN HOUSER	1,020.60	07/21/22	18308
22162	07/15/22	LAT06 RONALD LATTANZIO	1,020.60	07/21/22	18308
22163	07/15/22	LES06 JOSEPH LESNIEWSKI	2,041.20	07/21/22	18308
22164	07/15/22	MAR121 RICHARD M MARNIN	1,063.80	07/21/22	18308
22165	07/15/22	MAR97 RICHARD B. MARTER	2,041.20	07/21/22	18308
22166	07/15/22	MCC16 MICHAEL MCCORMICK	810.60	07/21/22	18308
22167	07/15/22	MIL92 RONALD E MILLER	2,041.20	07/21/22	18308
22168	07/15/22	MIX02 DELORES MIXON	1,020.60	07/21/22	18308
22169	07/15/22	MOR14 DONALD J. MORRIS	906.60	07/21/22	18308
22170	07/15/22	MOU01 RICHARD A. MOUNTNEY	2,041.20		18308
22171	07/15/22	MUR24 MARTIN MURRAY	2,041.20		18308
22172	07/15/22	MUZ01 LOUIS A MUZYCZEK	852.60	07/21/22	18308
22173	07/15/22	NEL09 JUNIUS B. NELSON	2,041.20	07/21/22	18308
22174	07/15/22	NEL11 ROBERT W. NELSON	2,041.20	07/21/22	18308
22175	07/15/22	NEW46 ERNEST A. NEWKIRK	816.60		18308
22176	07/15/22	ORT22 FELIX ORTA	1,020.60		18308
22177	07/15/22	PAG05 ARMOND S. PAGLIONE	2,041.20	07/21/22	18308
22178	07/15/22	RIC24 WAYNE RICHARDSON	1,020.60	07/21/22	18308
22179	07/15/22	RIV59 JUAN A RIVERA	2,041.20	07/21/22	18308
22180	07/15/22	ROB57 RALPH ROBERTS	1,020.60	07/21/22	18308
22181	07/15/22	ROB62 DANIEL E ROBERTSON	1,921.20	07/21/22	18308
22182	07/15/22	ROD49 ORLANDO RODRIGUEZ	2,041.20	07/21/22	18308

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22184	07/15/22	SAX01 LELA SAXTON	2,041.20	07/21/22	18308
22185	07/15/22	SAX02 CYRUS SAXON	1,020.60	07/21/22	18308
22186	07/15/22	SCA10 ROBERT SCARDUZIO	792.60	07/21/22	18308
22187	07/15/22	SCH44 WILLIAM SCHUMACHER	2,041.20	07/21/22	18308
22188	07/15/22	SHA08 ROBERT B. SHAW	1,633.20	07/21/22	18308
22189	07/15/22	SPE29 MICHAEL J SPECK	2,041.20	07/21/22	18308
22190	07/15/22	YEA03 KATHLEEN M. YEAGER	1,122.60	07/21/22	18308
22191	07/15/22	YUN05 JOSEPH CUNNINGHAM	2,041.20		18308
22192	07/15/22	ZIM01 MICHAEL ZIMMERMAN	2,041.20		18308
Checking Account Totals					
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	Checks:	143	0	232,044.00	0.00
	Direct Deposit:	0	0	0.00	0.00
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TD GRNT ACCT 21 GrantFndAcct 1/1/21 4308903651					
104694	07/01/22	CAM41 CAMDEN COUNTY OFFICE OF THE	1,088.90	07/21/22	18194
104695	07/01/22	NJC04 N.J. CLEAN COMMUNITIES COUNCIL	80.00	07/21/22	18194
104696	07/01/22	ROB12 ROBINSON WASTE DISPOSAL SVS	710.00	07/21/22	18194
104697	07/08/22	LAU01 LAUREL LAWN MOWER SERVICE	6,818.51	07/21/22	18250
104698	07/08/22	POS03 POSITIVE PROMOTIONS	4,493.78	07/21/22	18250
104699	07/15/22	CAM46 CAMDEN REDEVELOPMENT AGENCY	10,261.90	07/21/22	18304
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	6	0	23,453.09	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	6	0	23,453.09	0.00
TD HOPWA GRNT21 TD HOPWA Grant 2021 4308907603					
13614	07/15/22	ABE01 ABED S ABED	713.00		18307
13615	07/15/22	ABE06 ZAYED S ABED	1,327.00		18307
13616	07/15/22	AIO01 AION FOX RIDGE LLC	1,756.00	07/19/22	18307
13617	07/15/22	ALE02 ALEXAR PROPERTIES, LLC	927.00	07/18/22	18307
13618	07/15/22	ALP05 ALPINE COURT APARTMENTS	1,124.00	07/19/22	18307
13619	07/15/22	AME16 AMERICAN DREAM PROPERTIES	853.00	07/19/22	18307
13620	07/15/22	ANT01 ANTIOCH PHASE II	678.00	07/18/22	18307
13621	07/15/22	ANT10 ANTIOCH DEV. URBAN RENEWAL, LP	711.00	07/18/22	18307
13622	07/15/22	BCI01 B&C INVESTING	1,008.00	07/19/22	18307
13623	07/15/22	BOR21 GRACIE MARIE BORNIS	40.00	07/20/22	18307
13624	07/15/22	CAP25 CAPITAL SYSTEMS PROPERTY MANAG	647.00	07/19/22	18307
13625	07/15/22	CAS31 CASTLE OAKS APTS. LLC	336.00	07/18/22	18307
13626	07/15/22	CED04 CEDAR BROOK NJ, LLC	1,018.00		18307
13627	07/15/22	CRO03 CROSSING AT GLASSBORO, LLC	883.00	07/19/22	18307
13628	07/15/22	DAV60 DAVENPORT VILLAGE	657.00		18307
13629	07/15/22	DEE01 DEERFIELD ASSOCIATES, LP	92.00	07/20/22	18307
13630	07/15/22	DEL56 DELANCO FAMILY APTS	668.00		18307
13631	07/15/22	DIO01 GENE DINA	1,127.00		18307
13632	07/15/22	EME14 GIBBSBORO LLC	1,013.00		18307
13633	07/15/22	FAI17 FAIRVIEW VILLAGE URBAN RENEWAL	690.00	07/20/22	18307
13634	07/15/22	FOX04 AION FOX RIDGE, LLC	983.00	07/19/22	18307
13635	07/15/22	GAB02 ELI GABAY	1,095.00	07/20/22	18307
13636	07/15/22	GAR54 VERENICE GARCIA	988.00		18307

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
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13637	07/15/22	GAT05 GATEHOUSE & COOPERSTOWN APTS	693.00	07/20/22	18307
13638	07/15/22	GIB04 GIBBSBORO REALTY LLC	1,011.00	07/19/22	18307
13639	07/15/22	GRA65 GRACE PROPERTY SOLUTION	607.00	07/19/22	18307
13640	07/15/22	GTM01 GTM VILLAGES, LLC	360.00		18307
13641	07/15/22	GUT09 ROBERT J GUILFOYLE	296.00		18307
13642	07/15/22	HOL49 HOLLYBUSH PRESERVATION	937.00		18307
13643	07/15/22	HPA01 HP ALTMAN AUTUMN RIDGE LLC	362.00		18307
13644	07/15/22	HYD05 EAST COAST HYDE PARK	1,518.00	07/19/22	18307
13645	07/15/22	JAW01 MOHAMMED JAWED	10,848.00	07/18/22	18307
13646	07/15/22	JEN21 LAWRENCE AND GLENN JENTSCH	932.00		18307
13647	07/15/22	JEN22 GUSS T. JENKINS	1,131.00	07/20/22	18307
13648	07/15/22	KIY01 MICHAEL KIYAGA	938.00		18307
13649	07/15/22	KRI04 KRIEGMAN & SMITH	948.00		18307
13650	07/15/22	LAK01 LAKEVIEW REALTY INVESTMENT	1,061.00	07/20/22	18307
13651	07/15/22	LEN06 220 LENOLA, LLC	658.00	07/19/22	18307
13652	07/15/22	LIN20 LINDENWOLD PH, LP	2,128.00	07/19/22	18307
13653	07/15/22	LUM03 LUMBERTON CAMPUS LP	498.00	07/20/22	18307
13654	07/15/22	MAZ03 MAURICE BASEM MAZAHREH	1,294.00		18307
13655	07/15/22	NOR05 NORTH FORKLANDING ASSOCIATION	558.00	07/19/22	18307
13656	07/15/22	OAK04 OAK RIDGE APARTMENTS	1,516.00	07/19/22	18307
13657	07/15/22	PAR39 PARKVIEW AT COLLINGSWOOD URBAN	989.00		18307
13658	07/15/22	REA12 REAL VALUE PARTNERS 3, LLC	1,030.00	07/18/22	18307
13659	07/15/22	REA16 REAL PORTFOLIO 8, LLC	928.00	07/18/22	18307
13660	07/15/22	ROB14 ROBERT NICOLEAUL 1052 COLYOR	763.00		18307
13661	07/15/22	ROB60 ROBIN HILL APARTMENTS	1,112.00	07/19/22	18307
13662	07/15/22	ROS04 ROSS GROVE, LLC	376.00		18307
13663	07/15/22	SAR06 JOHN SARAPPA JR.	455.00	07/19/22	18307
13664	07/15/22	SPR09 1721 SPRINGDALE URBAN RENEWAL	974.00		18307
13665	07/15/22	TAM02 TAMARACK APARTMENTS, LLC	434.00		18307
13666	07/15/22	THO61 PATRICIA THOMPSON	84.00	07/18/22	18307
13667	07/15/22	TUC03 RAYMOND TUCKER	830.00	07/18/22	18307
13668	07/15/22	VES04 VESTORS PROPERTIES	792.00		18307
13669	07/15/22	WIL121 CHARLES WILSON	47.00	07/19/22	18307
13670	07/15/22	WOR15 WORKFORCE & ECONOMIC	3,168.31		18307
13671	07/15/22	WSA01 WS AFFORDABLE URBAN RENEWAL LL	555.00		18307

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	58	0	60,165.31	0.00
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TD UNEMPTRST 21 TD UnemploymentTrst 4308903528
959 07/01/22 STA12 NJ DEPT OF LABOR & WORKFORCE D 67.73 07/12/22 18192

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	67.73	0.00
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TDGENERAL21 TD General 2021 4308903487
138048 07/01/22 AME01 AMERICAN ASPHALT 1,970.30 07/21/22 18197
138049 07/01/22 ATT08 A T & T MOBILITY 2,377.36 07/21/22 18197
138050 07/01/22 BRA25 EUGENE L BRADLEY JR 1,779.09 07/21/22 18197

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138051	07/01/22	CAM139 CAMDEN CONTEMPORARY DANCE	400.00	07/21/22	18197
138052	07/01/22	CCM01 C C M U A	2,608.62	07/21/22	18197
138053	07/01/22	CMF01 CMF BUSINESS SUPPLIES, INC	779.00	07/21/22	18197
138054	07/01/22	COM35 COMCAST BUSINESS SERVICES --	256.70	07/21/22	18197
138055	07/01/22	CON63 CONNELL CONSULTING, LLC	298.00		18197
138056	07/01/22	COR33 CORSA MANAGEMENT	101,046.64	07/21/22	18197
138057	07/01/22	COU01 COURIER POST	9,677.48	07/21/22	18197
138058	07/01/22	COU11 COURIER POST, THERESA CASALNOVA	124.98	07/21/22	18197
138059	07/01/22	DEC01 DECOTIIS, FITZPATRICK & COLE	4,278.45	07/21/22	18197
138060	07/01/22	DIREC06 DIRECT ENERGY BUSINESS	13,414.41	07/21/22	18197
138061	07/01/22	EXE03 EXECUTIVE SECURITY AGENCY LLC	1,925.00	07/21/22	18197
138062	07/01/22	FED14 FEDEX (OMEGA CORP CTR)	259.29	07/21/22	18197
138063	07/01/22	FON04 FRANKIE FONTANEZ, ESQ	11,666.66	07/21/22	18197
138064	07/01/22	GOV13 GOVCONNECTION, INC.	4,793.00	07/21/22	18197
138065	07/01/22	HOM15 HOMEWARD BOUND PET ADOPTION	20,583.33	07/21/22	18197
138066	07/01/22	IND01 INDEPENDENT ANIMAL CARE SRV	20,515.00	07/21/22	18197
138067	07/01/22	IPD01 INSTITUTE FOR PROFESSIONAL DEV	150.00	07/21/22	18197
138068	07/01/22	LEX01 LEXIS NEXIS	800.00	07/21/22	18197
138069	07/01/22	MDH01 MAJESTIC DOCUMENT HOLDERS	1,665.00	07/21/22	18197
138070	07/01/22	MGL02 MGL PRINTING SOLUTIONS	3,997.00	07/21/22	18197
138071	07/01/22	MSS01 MAC'S SECURITY SYSTEMS, INC	1,382.75	07/21/22	18197
138072	07/01/22	NAL04 NALCO WATER-AN ECOLAB COMPANY	794.97		18197
138073	07/01/22	NAT78 NATURAL GREEN LAWN CARE	4,150.00	07/21/22	18197
138074	07/01/22	NJA06 NEW JERSEY AMERICAN WATER CO	106.61	07/21/22	18197
138075	07/01/22	NJL06 NJS LEAGUE OF MUNICIPALITIES	115.00	07/21/22	18197
138076	07/01/22	POW13 THE POWERS CONSULTING GROUP	500.00	07/21/22	18197
138077	07/01/22	PSE01 PSEG	22,032.50	07/21/22	18197
138078	07/01/22	SEA06 SEAGRAVE FIRE APPARATUS	4,148.46	07/21/22	18197
138079	07/01/22	SMI86 CALVIN SMITH	600.00	07/21/22	18197
138080	07/01/22	SOU03 SOUTH JERSEY WELDING	162.00	07/21/22	18197
138081	07/01/22	SPA04 SPARK ELECTRIC SERVICE, INC	4,271.71	07/21/22	18197
138082	07/01/22	THE03 THE TREE HOUSE, INC	238.14	07/21/22	18197
138083	07/01/22	TRE50 TREASURER STATE OF NEW JERSEY	50.00		18197
138084	07/01/22	WBM01 W B MASON CO, INC	775.65	07/21/22	18197
138085	07/01/22	WIL118 DR EDWARD WILLIAMS, PP., AICP	245.00	07/21/22	18197
138086	07/08/22	CAM01 CAMDEN BAG & PAPER COMPAY	4,587.14	07/21/22	18253
138087	07/08/22	CEN03 CENTER FOR FAMILY SERVICES	68,250.00	07/21/22	18253
138088	07/08/22	CMF01 CMF BUSINESS SUPPLIES, INC	1,155.00	07/21/22	18253
138089	07/08/22	COU11 COURIER POST, THERESA CASALNOVA	81.90		18253
138090	07/08/22	HER30 THE HERTZ CORPORATION	6,870.49	07/21/22	18253
138091	07/08/22	HOM11 HOME DEPOT	268.96	07/21/22	18253
138092	07/08/22	HOM17 HOME DEPOT CREDIT SERVICES	194.46	07/21/22	18253
138093	07/08/22	JJM01 JJM PLUMBING COMPANY	1,096.45	07/21/22	18253
138094	07/08/22	KAR07 MARIA NADINE KARMAN	500.00	07/21/22	18253
138095	07/08/22	LIF10 THE LIFEGUARD STORE INC.	1,711.00	07/21/22	18253
138096	07/08/22	LIF11 LIFEGUARD TRAINING NY	3,800.00		18253
138097	07/08/22	MAJ02 MAJESTIC OIL CO, INC	77,821.83	07/21/22	18253
138098	07/08/22	NAL04 NALCO WATER-AN ECOLAB COMPANY	1,179.96		18253
138099	07/08/22	NJA06 NEW JERSEY AMERICAN WATER CO	551.82	07/21/22	18253
138100	07/08/22	THE03 THE TREE HOUSE, INC	778.25	07/21/22	18253
138101	07/08/22	TRE13 TREASURER, STATE OF NJ- CODES &	28,598.00		18253
138102	07/15/22	BIF01 BIFF DUNCAN ASSOCIATES, INC.	6,930.00		18309

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
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138103	07/15/22	BOW05 BOWMAN & COMPANY LLP	3,000.00	07/21/22	18309
138104	07/15/22	CAM12 CAMDEN COUNTY CLERK'S OFFICE	55.00	07/21/22	18309
138105	07/15/22	CAM46 CAMDEN REDEVELOPMENT AGENCY	50,000.00	07/21/22	18309
138106	07/15/22	COM35 COMCAST BUSINESS SERVICES --	599.44		18309
138107	07/15/22	CON02 CONTRACTOR SERVICE	56.24	07/21/22	18309
138108	07/15/22	COR36 CORE MECHANICAL, INC.	6,606.76	07/21/22	18309
138109	07/15/22	COR45 CORELOGIC CENTRALIZED REFUNDS	350.81		18309
138110	07/15/22	COV05 COVANTA CAMDEN ENERGY RECOVERY	480,211.94	07/21/22	18309
138111	07/15/22	DOCUS005 INFOSTORE RECORDS MANAGEMENT	174.82	07/21/22	18309
138112	07/15/22	EGE01 E & G EXTERMINATORS	1,195.00	07/21/22	18309
138113	07/15/22	EMD02 JEROME W EMDUR	735.00	07/21/22	18309
138114	07/15/22	EME15 EMERGENCY EQUIPMENT SALES, LLC	5,053.12	07/21/22	18309
138115	07/15/22	EPI01 EPICOR SOFTWARE CORP	5,867.60	07/21/22	18309
138116	07/15/22	FIGNJ19 FIG CUST FIGNJ19LLC & SEC PTY	656.31	07/21/22	18309
138117	07/15/22	GANN01 GANN LAW BOOKS	214.00	07/21/22	18309
138118	07/15/22	GAR13 GARDEN STATE MAT RENTAL	59.04	07/21/22	18309
138119	07/15/22	GOV18 GOV DESIGNS	1,800.00	07/21/22	18309
138120	07/15/22	GRA36 GRAINGER, INC.	1,779.07	07/21/22	18309
138121	07/15/22	HAI05 HAINESPORT AUTO & TRUCK	3,131.60	07/21/22	18309
138122	07/15/22	HAL01 HALE TRAILER BRAKE & WHEEL INC	3,000.00	07/21/22	18309
138123	07/15/22	HAR02 HARRY'S PLUMBING L.L.C.	267.95		18309
138124	07/15/22	HOM11 HOME DEPOT	667.18	07/21/22	18309
138125	07/15/22	HOM17 HOME DEPOT CREDIT SERVICES	3,456.00	07/21/22	18309
138126	07/15/22	IKO02 RICOH USA, INC	327.53	07/21/22	18309
138127	07/15/22	IPD01 INSTITUTE FOR PROFESSIONAL DEV	100.00		18309
138128	07/15/22	JAY02 JAY'S TIRE SERVICE LLC	2,415.00	07/21/22	18309
138129	07/15/22	KON05 KONICA MINOLTA PREMIER FINANCE	1,520.25	07/21/22	18309
138130	07/15/22	LEX01 LEXIS NEXIS	800.00	07/21/22	18309
138131	07/15/22	LIN18 LINE SYSTEMS, INC. DBA	11,470.86		18309
138132	07/15/22	LN-40189 PINE VALLEY ONE REALESTATE LLC	224.07	07/21/22	18309
138133	07/15/22	LN50067 Pedro Garcia	13,580.00		18309
138134	07/15/22	MAL02 MALL CHEVROLET INC	1,102.94	07/21/22	18309
138135	07/15/22	MAP03 MAPLE LEAF LAWN CARE, INC	1,820.25		18309
138136	07/15/22	MER01 MERCHANTVILLE OVERHEAD	899.53	07/21/22	18309
138137	07/15/22	MSS01 MAC'S SECURITY SYSTEMS, INC	340.54		18309
138138	07/15/22	MTE02 MT EPHRAIM DODGE	2,896.64	07/21/22	18309
138139	07/15/22	NJA06 NEW JERSEY AMERICAN WATER CO	20,289.92		18309
138140	07/15/22	NJD20 NJ DEPT OF HLTH & SR SER.	54.00	07/21/22	18309
138141	07/15/22	PAA01 PAA CONSULTING LLC DBA SOMA	12,087.00	07/21/22	18309
138142	07/15/22	PEM02 PEMBERTON SUPPLY COMPANY LLC	2,312.40	07/21/22	18309
138143	07/15/22	PEN31 PENNONI ASSOCIATES, INC	7,260.00	07/21/22	18309
138144	07/15/22	PROCA005 PC7, LLC	4,286.57	07/21/22	18309
138145	07/15/22	PROCAP8 US BANK CUST FOR PRO CAP 8	454.27	07/21/22	18309
138146	07/15/22	QUA15 QUADIENT, INC.	1,318.98	07/21/22	18309
138147	07/15/22	QUA17 QUADIENT LEASING USA, INC	310.00		18309
138148	07/15/22	RIB01 RIBBON EXPRESS, INC.	229.00	07/21/22	18309
138149	07/15/22	ROM19 SHARON E. ROMAN	1,092.00	07/21/22	18309
138150	07/15/22	SAM11 SAM ASH CHERRY HILL	444.38		18309
138151	07/15/22	SSA01 S & S ARTS & CRAFTS	240.83	07/21/22	18309
138152	07/15/22	TDB02 TD BANK	1,469.82	07/21/22	18309
138153	07/15/22	TRE50 TREASURER STATE OF NEW JERSEY	2,950.00	07/21/22	18309
138154	07/15/22	UNI02 A-1 UNIFORM CITY, INC	600.00		18309
138155	07/15/22	WIN01 WINNER FORD	5,052.42	07/21/22	18309

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	Total:		<u>108</u>	<u>0</u>	<u>1,116,199.44</u>	<u>0.00</u>	
WIRES							
70722	07/07/22	AME80 AMERICAN WATER SERVICES			1,077,002.81		18272
71522	07/15/22	STA42 STATE OF NEW JERSEY			1,454,708.21		18311
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
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	Total:		<u>2</u>	<u>0</u>	<u>2,531,711.02</u>	<u>0.00</u>	
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
	Checks:		500	1	6,394,728.18	0.00	
	Direct Deposit:		<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	
	Total:		<u>500</u>	<u>1</u>	<u>6,394,728.18</u>	<u>0.00</u>	

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	1-01	272,703.40	0.00	0.00	272,703.40
Current Fund	2-01	843,496.04	0.00	0.00	843,496.04
Water Operating Fund	2-05	896,520.45	0.00	0.00	896,520.45
Sewer Operating Fund	2-07	608,029.16	0.00	0.00	608,029.16
WATER OPERATING	2-60	441,571.15	0.00	0.00	441,571.15
SEWER OPERATING	2-70	635,431.66	0.00	0.00	635,431.66
Year Total:		3,425,048.46	0.00	0.00	3,425,048.46
	C-19	435,171.79	0.00	0.00	435,171.79
	E-CV	1,682.00	0.00	0.00	1,682.00
	G-18	5,561.90	0.00	0.00	5,561.90
	G-19	1,350.00	0.00	0.00	1,350.00
	G-20	4,438.90	0.00	0.00	4,438.90
	G-21	12,102.29	0.00	0.00	12,102.29
	G-BG	3,531.40	0.00	0.00	3,531.40
	G-HP	56,997.00	0.00	0.00	56,997.00
Year Total:		83,981.49	0.00	0.00	83,981.49
	H-CV	3,168.31	0.00	0.00	3,168.31
	T-31	446,246.52	0.00	0.00	446,246.52
	T-33	67.73	0.00	0.00	67.73
	T-35	1,686,752.21	0.00	0.00	1,686,752.21
Year Total:		2,133,066.46	0.00	0.00	2,133,066.46
Total of All Funds:		6,354,821.91	0.00	0.00	6,354,821.91

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Project Description	Project No.	Project Total
EMR-Eastern-Kaighn's Point	0408I875	17,915.15
EMR 201 North Front Street	0408I877	7,330.81
PSE&G New State Street Substat	0408I892	4,244.56
LUCY OUTREACH, INC	0408I897	1,664.75
617 Broadway, LLC	0408P843	3,106.50
PBCIP 1364-66 HADDON AVENUE	0408P893	3,372.50
CITY FLEET GARAGE	14710	2,272.00
Total Of All Projects:		<u>39,906.27</u>



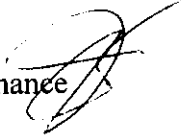
DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

VICTOR CARSTARPHEN
MAYOR

C-2
JOHANNA S. CONYER
DIRECTOR OF FINANCE
TEL: 856-757-7582
EMAIL: FINANCE@CICAMDEN.NJ.US
WEBSITE: WWW.CICAMDEN.NJ.US

MEMORANDUM

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

From: Johanna S. Conyer Harris, Director of Finance 

Date: July 25, 2022

Subject: Payroll Register Summary Communications for Forthcoming City
Council Meeting- August 9, 2022

Attached, please find the Payroll Register Summary for the City of Camden for the pay periods of 7/08/2022 and 7/22/2022. 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 COMPANY CODE	HOURS	EARNINGS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
EXE	936.60 REG .00 O/T .00 HOURS 3 3,219.50 HOURS 4	1,291,955.93 REG 1,396.73 EARNINGS 3 1,904.97 EARNINGS 5	20,450.14 O/T 372,829.14 EARNINGS 4 1,888,536.91 GROSS	203,505.24 FIT 42,238.01 SS 23,387.48 MED 71,921.75 STATE 2,439.97 SUI 2,349.49 SDI 2,361.36 FLI	602 Pays 149,538.06

HOURS ANALYSIS:	15.00	10	SUSQUA	3,204.50	15	ST/OT
EARNINGS ANALYSIS:	1,848.89	A	ACT-ST	15,802.58	C	CLOTH
	11,958.32	G	LIC	6,580.73	H	HOLIDY
	16,917.32	V	VAC.	35,000.00	PP	PP ARP
	1,000.00	OCC	ONCALL	4,862.13	SEV	SEVERN
MEMO ANALYSIS:	524.75	D	DCRPER	38.84	G	G.T.L.
STATUTORY DED. ANALYSIS:	71,921.75	56	NJ			
	2,439.97	56	NJ			
	2,349.49	56	NJ			

VOLUNTARY DED. ANALYSIS:	157.10	B	BKDCRP	2,361.36	56	NJ	FLI
	1,154.76	K	BKPN	4,412.28	D	ANUTY.	
	2,813.72	S	DCRP	42.96	O		
	18,363.56	1	LOAN	195,339.05	U		
	1,813.66	8	PENARR	24,176.99	3	LOAN	
	2,452.27	25	AFLAC	2,539.79	CO	COLTAX	
	64,083.30	33		105.98	29	AF10MO	
	5,200.35	43	LOC.78	744.00	34	PARK	
	125.00	61	TXLEVY	4,013.57	45	CNC.10	
	19.21	73	GARN	477.94	68	BANK	
	4.77	77	CHILD	10.00	74	GARN	
	29,058.48	BN1		4.77	78	CHILD	
	25.00	BN7		50.00	BN2		
	28,773.12	FAM	FAMILY	18,249.00	BN9		
	375.00	45C	CWASTG	17,237.29	PCH	PARENT	
				1,488.24	45S	CWAFUL	

	219.68	E	BKPN	2,958.69	I	C.INS.	
	68,718.17	P	PENS.	44,898.75	Q	PENS.	
	65,522.87	V		19,969.55	W		
	429.41	5	ARRS.	156.49	6	INS AR	
	271.92	13	VALIC	681.43	19	AFLAC	
	425,983.91	31		85,829.82	32		
	539.20	35	WGFE	2,956.69	42	L.2578	
	2,625.00	56	HOUSE	60.00	57	P.A.C.	
	306.21	69	GARSH	252.00	70	BANK	
	9,907.33	75	CHILD	2,481.54	76	CHILD	
	757.51	79	WAGE\$	1,569.15	ADD	ADD	
	4,207.00	BN5		170.00	BN6		
	78.84	COL	COLLIF	9,402.01	CPL	COUPLE	
	16,000.50	SIN	SINGLE	530.72	VPL	VOLLIF	

*Ordinances 1st
Reading*

**AN ORDINANCE AMENDING CHAPTER 283 OF THE CITY OF CAMDEN
CODE PROHIBITING HARASSMENT, INTIMIDATION OR BULLYING OF
MINORS IN THE CITY OF CAMDEN**

WHEREAS, the State of New Jersey, in Title 18A, has developed an anti-bullying statute whose purpose is to avoid disruption or interference with the orderly operation of schools and students, whether on-campus or off-campus; and

WHEREAS, the State of New Jersey, at N.J.S.A. 2C:33-4.1, has also instituted the crime of cyber-harassment or cyber-bullying; and

WHEREAS, the City Council of the City of Camden has found that bullying can take place not only during school or at school functions but other times as well; and

WHEREAS, the City Council of the City of Camden believes that it is in the best interests of the residents of the City of Camden to institute an anti-bullying ordinance throughout the City of Camden; and

WHEREAS, the City Council of the City of Camden has determined that, in assisting officials and residents to understand and also be better educated as to what constitutes bullying and the ramifications of such harmful conduct on our children, there shall be an Anti-Bullying Advisory Board made up of twelve (12) members: five (5) adult members and four (4) student members; one student member from each Ward, appointed by City Council; and one (1) member of Council to act as an advisor who shall be a non-voting member; one (1) member of the Mayor's Office designated by the Mayor to act as an advisor who shall be a non-voting member; and one (1) member of the Camden County Police Department designated by the Chief of Police to act as an advisor who shall be a non-voting member; and

WHEREAS, the City Council of the City of Camden, in determining who shall comprise the five (5) adult members of the Anti-Bullying Advisory Board shall consider individuals in the following fields: Mental Health Provider, Social Worker, Behavioral Health Therapist, Administrator-Education, Community Stakeholders, Business Owner or Operator, Juvenile Officer, Members of the faith-based community or those participating in Mentorship Programs; and

WHEREAS, all members shall be appointed for the terms as provided for herein;

WHEREAS, each adult Board Member shall continue to hold office at the expiration of a term until a successor shall have been appointed and qualified; now therefore

BE IT ORDAINED, by the City Council of the City of Camden that Chapter 283 of the City of Camden is hereby established as follows:

**CHAPTER 283. PROHIBITED ANTI-BULLYING CONDUCT AND
ESTABLISHMENT OF ANTI-BULLYING ADVISORY BOARD.**

ARTICLE I. DEFINITIONS.

283-1. Definitions.

"Electronic communication" means any communication transmitted by means of an electronic device, including but not limited to, a telephone, cellular phone, computer or pager.

"Harassment, intimidation or bullying" means any gesture, any written, verbal or physical act, or any electronic communication, whether it be a single incident or a series of incidents, that is reasonably perceived as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic, that:

a. a reasonable person should know, under the circumstances, will have the effect of physically or emotionally harming a minor or damaging a minor's property, or placing a minor in reasonable fear of physical or emotional harm to his or her person or damage to his or her property;

b. has the effect of insulting or demeaning any minor or group of minors; or

c. creates a hostile environment for a minor by severely or pervasively causing physical or emotional harm to the minor.

"Minor" means a person under the age of 18 years.

ARTICLE II. PROHIBITIONS.

283-2. Harassment, intimidation or bullying a minor prohibited.

It shall be unlawful for any person to harass, intimidate or bully a minor.

283-3. Retaliation Prohibited.

No person shall retaliate in any form against any person who reports conduct which is prohibited by this ordinance.

283-4. Allowing harassment, intimidation or bullying of a minor prohibited.

It shall be unlawful for the parent, guardian or other person having custody or control of a minor to permit or allow such minor to harass, intimidate or bully another minor.

283-5 Penalties.

A. Minor/Parents/Other Persons Covered by the HUB Program.

The City of Camden is instituting a two-year pilot program – Restorative and Transformative Justice Hub - focusing on reducing initial and repeat youth involvement with the juvenile justice system. As such, the City, which is making use of this pilot program, will not be sanctioning minors, their parents or any other person who falls within the provisions of the HUB program for any violations pursuant to this Chapter. Any potential violators, their parents or any other person who falls within the provisions of the HUB program will instead be referred to the HUB program.

B. Adult/Other Person.

1. Any other person not covered by subsection A above who violates section 283-3 or 283-4 above, may be fined from \$25.00 but not more than \$100.00 for a first offense and not more than \$250.00 for each subsequent offense.
2. A court having jurisdiction over a person who violates this Section may, as part of any sentence imposed, also require that the person satisfactorily complete one or both of the following:
 - a. A class or training program intended to reduce the tendency toward harassment, intimidation or bullying by means of an electronic communication;
 - b. A class or training program intended to bring awareness to the dangers associated with harassment, intimidation or bullying by means of electronic communication.

ARTICLE III. ESTABLISHMENT OF THE ANTI-BULLYING ADVISORY BOARD.

283-6. Creation of Board.

There is hereby created and established an organization known as the Anti-Bullying Advisory Board.

283-7. Advisory Capacity.

The Anti-Bullying Advisory Board shall function solely in an advisory capacity to the Mayor and City Council with regard to examining and gathering valuable input in determining the best means to offer awareness or possible training concerning the harassment, intimidation or bullying of minors in the City of Camden.

283-8. Purpose and Duties.

- A. The role of the Anti-Bullying Advisory Board shall be to examine and offer insight which shall include, but not be limited to, the following:
1. To examine the best means to assist minors who are facing or have faced bullying in their neighborhoods.
 2. To examine the types of bullying, which may include making threats, spreading rumors, conducting verbal attacks, making physical contact or other forms of verbal bullying, social bullying, cyber-bullying and physical bullying and the best means to address such bullying so that all our children can live safely and without fear within the City and its neighborhoods.
 3. To possibly offer City programs for those minors who are facing bullying in their neighborhoods.
 4. To examine the best means to disseminate pertinent information on bullying.
 5. To make recommendations to the Mayor and City Council with regard to Board's role and obligations pursuant to this section.

283-9. Membership.

1. Membership on the Anti-Bullying Advisory Board shall consist of twelve (12) members appointed by City Council as follows:
 - a. Four (4) members shall consist of student members; one student member from each Ward.
 - b. Five (5) members shall be adults who shall be members in one of the following fields: Mental Health Provider, Social Worker, Behavioral Health Therapist, Administrator- Education, Community Stakeholder, Business Owner or Operator, Juvenile Officer, Members of the faith-based community or those participating in Mentorship Programs.
 - c. One (1) member of Council to act as an advisor who shall be a non-voting member.
 - d. One (1) member of the Mayor's Office designated by the Mayor to act as an advisor who shall be a non-voting member.
 - e. One (1) member of the Camden County Police Department designated by the Chief of Police to act as an advisor who shall be a non-voting member.
 - f. By majority vote and on an annual basis, the Board shall appoint a Chairperson and Vice Chairperson.

283-10. Terms; vacancies; removals.

- A. The first term of the five (5) members of the Advisory Board as provided for in subsection 283-9 (b) above, shall be staggered with three (3) members serving for three

(3) years and two (2) members serving for two (2) years. Thereafter, subsequent terms of the Advisory Board as provided for in subsection 283-9 (b) above, shall be for three (3) years. All other members of the Advisory Board as provided for in subsections 283-9 (a), (c) (d) and (e) shall be for one (1) year.

- B. Vacancies arising from causes other than by expiration of the term, shall be filled for the unexpired term, if any, remaining.
- C. An adult board member shall continue to hold office at the expiration of a term until a successor shall have been appointed and qualified.
- D. Members may be removed for non-performance or neglect of duties or for other good cause by a recommendation of a majority of the Board with the concurrence of City Council.

283-11. Quorum.

A quorum shall consist of a majority of the Board members. A quorum shall be necessary to conduct Board business.

283-12. Meetings and Reports.

- A. The Board shall meet monthly at a time and place established by the Chairperson in public meeting rooms in City Hall or other appropriate locations, including virtual meetings, as determined necessary by the Chairperson.
- B. The Board shall prepare an annual report for the Mayor and City Council on its activities, goals, accomplishments and recommendations and shall submit the report for review on or before December 31st of each year.

283-13. By-laws.

The Board may promulgate by-laws governing the procedure of the Board.

283-14. Roberts Rules.

Board meetings shall be conducted in accordance with Roberts Rules unless such rules are otherwise inconsistent with state law or the Camden City Code.

283-15. Open Public Meetings Act.

Board meetings shall be subject to the Open Public Meetings Act.

283-16. Compensation of Board.

Members of the Anti-Bullying Advisory Board shall serve without compensation.

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 the HUB Program, its provisions and/or requirements therein shall take precedence and supersede the provisions of this Chapter and nothing herein shall be considered to override the HUB Program, its provisions and/or requirements.

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

BE IT FURTHER ORDAINED that 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 9, 2022

The above has been reviewed
and approved as to form.

DANIEL BLACKBURN
City Attorney

ANGEL FUENTES
President City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk



Camden City Council
RESOLUTION / ORDINANCE REQUEST FORM

DATE: July 27, 2022

Council Meeting Date: August 9, 2022

FROM: Councilperson

☒

Angel Fuentes, President

☐

Sheila Davis, Vice President, At-Large

☐

Nohemi Soria-Perez, At-Large

☐

Shaneka Boucher, 1st Ward

☐

Christopher Collins, 2nd Ward

☐

Marilyn Torres, 3rd Ward

☐

Felisha Reyes-Morton, 4th Ward

Action Requested:

**AN ORDINANCE AMENDING CHAPTER 283 OF THE CITY OF CAMDEN
CODE PROHIBITING HARASSMENT, INTIMIDATION OR BULLYING OF
MINORS IN THE CITY OF CAMDEN**

***Please attach any supporting documents

Angel Fuentes/nr

Signature of Councilperson

07/27/2022

Date

FUENTES
8/9/2022

02

**ORDINANCE AMENDING AND SUPPLEMENTING MUNICIPAL
ORDINANCE MC-5326, ADOPTED ON MARCH 9, 2021**

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-5326, adopted on March 9, 2021, be amended and supplemented to specifically provide for and include Section 523-2 (D) which prohibits Certain Noises or Sounds in public parks within the City of Camden; now therefore

BE IT ORDAINED by the City Council of the City of Camden that it hereby amends and supplements Municipal Ordinance MC-5326, adopted on March 9, 2021, as follows:

523-2. Adoption of standards by reference.

A. Same.

B. Same.

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

D. It shall also be unlawful for any person to make, cause or suffer or permit to be made or caused in or upon any public park within the City of Camden, any unnecessary noises or sounds by means of the human voice, or by any other means or methods, including but not limited to: radios, telephones or any other form of electronic device, which are physically annoying to persons, or which are so harsh, or so prolonged or unnatural, or unusual in their use, time and place as to occasion physical discomfort, or which are injurious to the lives, health, peace and comfort of the inhabitants of this municipality or any number thereof.

E. Former Paragraph D.

F. Former Paragraph E.

523-3. Amendments to standards.

Same.

523-4. Violations and penalties.

Same.

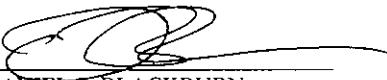
BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

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 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 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk



Camden City Council
RESOLUTION / ORDINANCE REQUEST FORM

DATE: July 26, 2022

Council Meeting Date: August 9, 2022

FROM: Councilperson

☒ Angel Fuentes, President

☐ Sheila Davis, Vice President, At-Large

☐ Nohemi Soria-Perez, At-Large

☐ Shaneka Boucher, 1st Ward

☐ Christopher Collins, 2nd Ward

☐ Marilyn Torres, 3rd Ward

☐ Felisha Reyes-Morton, 4th Ward

Action Requested:

**ORDINANCE AMENDING AND SUPPLEMENTING MUNICIPAL
ORDINANCE MC-5326, ADOPTED ON MARCH 9, 2021**

****Please attach any supporting documents

Angel Fuentes/mr

Signature of Councilperson

07/26/2022

Date

0-3
MBS:yrh
8-9-22

**ORDINANCE AUTHORIZING THE REMOVAL OF DEED RESTRICTIONS AND
REVERSIONARY LANGUAGE ON 505 NEWTON AVENUE**

WHEREAS, the City of Camden transferred City owned property known as 505 Newton Avenue, Block 1427, Lot 40 to Camden Redevelopment Agency dated March 8, 2013, 1987 and recorded on April 16, 2013 in the Camden County Clerk's office in Deed Book 09785, page 1143&c.

WHEREAS, Camden Redevelopment Agency is the current owner of said parcel and is requesting the removal of said restrictions and re-entry language in order to move forward with the sale of their parcel.

WHEREAS, the condition set forth in the original stated the parcel is to be developed and sold for homeownership.

WHEREAS, the City of Camden will remove any and all deed restrictions and reversionary language from the original deed of transfer.

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

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

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

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

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

Date of Introduction: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: August 9, 2022

TO: Tim Cunningham, Business Administrator

FROM: Yolanda Hawkins, Real Estate Officer

Department Making Request: Law Dept./Bureau of City Properties

TITLE OF RESOLUTION/ORDINANCE: ORDINANCE AUTHORIZING THE REMOVAL OF DEED RESTRICTIONS AND REVERSIONARY LANGUAGE ON 505 NEWTON AVENUE

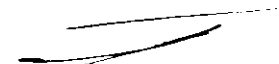
BRIEF DESCRIPTION OF ACTION: This action is necessary in order facilitate the sale of the parcel.

BIDDING PROCESS:

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

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

AMOUNT: *(If applicable)* N/A

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
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:	7/28/22	
Received by City Attorney:	_____	_____

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	Yolanda	
Contact Person:	Yolanda	7125

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

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

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

DB:dh
08-09-22

0-4

**ORDINANCE AUTHORIZING THE CITY OF CAMDEN TO ENTER INTO AN AGREEMENT OF
SALE WITH THE STATE OF NEW JERSEY FOR THE SALE OF A PORTION OF
BLOCK 1380, LOT 26 (THE NEW CAMDEN CEMETERY)**

WHEREAS, the City of Camden is the owner of corner of Mt. Ephraim and Ferry Avenue, Block 1380, Lot 26 and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, State of New Jersey desires to purchase a small portion of the City's property located for road construction; and

WHEREAS, the City and the State of New Jersey desire to enter into an agreement of sale for the City to sell and for the State to buy the Property for a purchase price of \$3,000.00; now, therefore

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

SECTION I. The City is authorized to enter into an Agreement of Sale to sell the Properties to the State of New Jersey for \$3,000.00 and such other terms as set forth in the form of Agreement of Sale attached hereto as Exhibit B.

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

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

SECTION IV. 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: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

DB:dh
08-09-22

**ORDINANCE AUTHORIZING THE CITY of Camden TO ENTER INTO AN AGREEMENT OF
SALE WITH THE STATE OF NEW JERSEY FOR THE SALE OF A PORTION OF
BLOCK 1380, LOT 26 (THE NEW CAMDEN CEMETERY)**

WHEREAS, the City of Camden is the owner of corner of Mt. Ephraim and Ferry Avenue,
Block 1380, Lot 26 and more particularly described in Exhibit A attached hereto (the "Property");
and

WHEREAS, State of New Jersey desires to purchase a small portion of the City's property
located for road construction; and

WHEREAS, the City and the State of New Jersey desire to enter into an agreement of
sale for the City to sell and for the State to buy the Property for a purchase price of \$3,000.00;
now, therefore

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

SECTION I. The City is authorized to enter into an Agreement of Sale to sell the
Properties to the State of New Jersey for \$3,000.00 and such other terms as set forth in the form
of Agreement of Sale attached hereto as Exhibit B.

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

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

SECTION IV. 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: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

SCHEDULE "A"

All that certain land and premises, situate, lying and being in the City of Camden, in the County of Camden and State of New Jersey and particularly described as follows:

Parcel 59, as indicated on a map entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, GENERAL PROPERTY PARCEL MAP, ROUTE 168 (1953) SECTION 2, Ferry Avenue To Evesham Road, Showing Existing Right Of Way And Parcels To Be Acquired In City Of Camden, Township Of Haddon, And Boroughs Of Woodlynne, Oaklyn, Audubon Park, Audubon, Mount Ephraim, Haddon Heights, Bellmawr, And Rinnemede, County Of Camden, March 2019"; and as shown more particularly on a map attached hereto, made a part hereof, marked "Exhibit B" entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE 168 (1953) SECTION 2, Ferry Avenue To Evesham Road, PARCEL 59, City Of Camden, County Of Camden, March 2019"; and also being construction project RT 168, MERCHANT STREET TO FERRY AVENUE, CONTRACT NO. 090103410;

Parcel 59, including specifically all the land and premises located at about Station 175+90 [Base Line Mount Ephraim Avenue (C.R. 605) Stationing], and more particularly described as follows:

BEGINNING at an angle point in the proposed line connecting the existing northwesterly line of Ferry Avenue (C.R. 603), with the existing northeasterly line of Mount Ephraim Avenue (C.R. 605), said point being measured 37.00 feet northeastwardly and normal from Station 175+84.75 Base Line C.R. 605 Stationing, and from said beginning point runs, thence:

1. Along said proposed connecting line, through the lands of the grantor herein (Block 1380, Lot 26), N89°21'27"E (calculated), 51' (scaled) to a point where the same is intersected by the aforementioned existing northwesterly line of Ferry Avenue, as laid down on the aforesaid maps;
2. Along said existing northwesterly line of Ferry Avenue, Southwestwardly (scaled), 52' (scaled), to a point where the same is intersected by the aforementioned existing northeasterly line of Mount Ephraim Avenue;
3. Along said existing northeasterly line Mount Ephraim Avenue, Northwestwardly (scaled), 27' (scaled) to a point where the same is intersected by the aforementioned proposed line connecting the aforementioned existing northwesterly line of Ferry Avenue, with said existing northeasterly line of Mount Ephraim Avenue;
4. Along the aforementioned proposed connecting, through the lands of the grantor herein (Block 1380, Lot 26), S42°38'33"E (calculated), 11' (scaled), as laid down on the aforesaid maps, to the point and place of beginning;

Containing 500 Square Feet, more or less;

Being also known as part of Lot 26 in Block 1380 on the City of Camden Tax Maps;

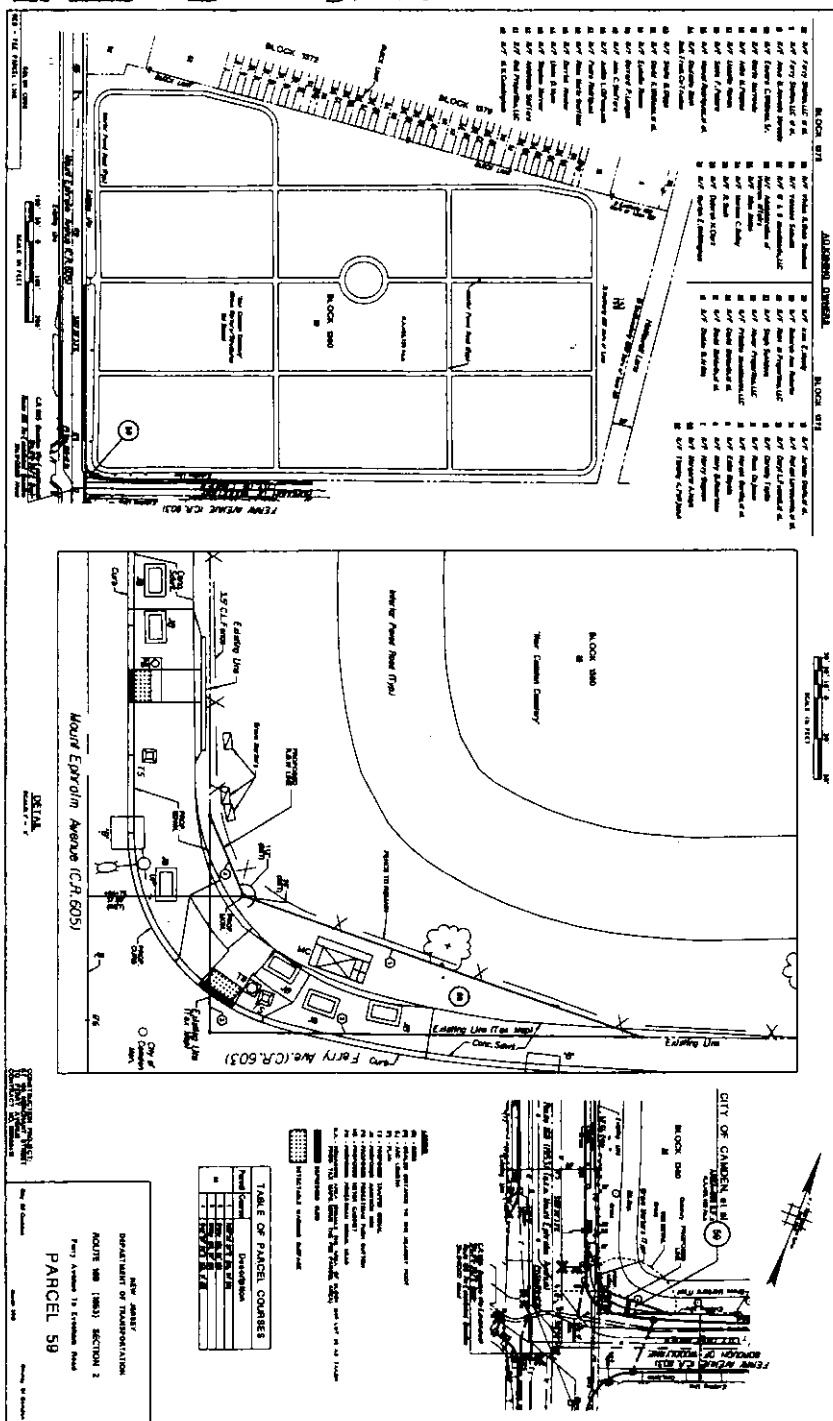
TOGETHER WITH any ownership, reversionary or associated right, title and interest that the owner may have in the right of way of Mount Ephraim Avenue (C.R. 605) and Ferry Avenue (C.R. 603), as shown on the aforesaid maps;

SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises;

The above-described premises are color-coded on "EXHIBIT B" in the following manner: RED- FEE PARCEL LINE;

INITIALS, _____





INITIALS

Form RE 11 A1
Avenue, Pavement (Sect 2)

Project: Rt. 168 Merchant Street to Ferry

Route: 168 Section: 2
Parcel: 59

AGREEMENT OF SALE

AGREEMENT MADE THIS DAY OF , 2021
BETWEEN City of Camden, et al

HEREINAFTER REFERRED TO AS THE SELLERS,

WHOSE ADDRESS IS: P.O. Box 95120 Camden NJ 08101-

AND

THE STATE OF NEW JERSEY, BY THE COMMISSIONER OF TRANSPORTATION

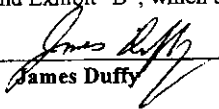
HEREINAFTER REFERRED TO AS THE STATE,

THE SELLERS AGREE TO CONVEY TO THE STATE BY BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTORS ACTS, FREE AND CLEAR OF ALL
ENCUMBRANCES EXCEPT AS MAY BE PROVIDED FOR IN THE PARCEL
DESCRIPTION ATTACHED TO THIS AGREEMENT, AND THE STATE AGREES TO
PURCHASE FROM THE SELLERS,

FOR THE SUM OF \$3,000.00 (Three Thousand Dollars and Zero Cents)

certain land and premises in the Municipality of Camden City,
in the COUNTY of Camden and STATE OF NEW JERSEY,
described in Schedule "A" and Exhibit "B", which are attached.

Prepared for the State by


James Duffy

INITIALS _____

1



Form RE 11C2

Buyer and seller agree to the following:

1. The cash consideration herein agreed to is to be considered by both parties as payment in full of all claims of whatever nature against the State, including claims by the sellers, their successors, assigns, tenants, lessees, or anyone acting in their behalf, for damages resulting from this acquisition. This consideration does not include payment for damages caused by the State's contractor on property retained by the Seller.
2. This agreement shall not be binding upon the State until it is formally accepted by the Commissioner of Transportation or his duly authorized representative. The State will provide the seller with a copy of this agreement after it has received the necessary approval. The State will also prepare and submit the necessary deed and other instruments of conveyance to the seller within 90 days of the transmittal of the approved agreement to the seller.
3. The State, pursuant to N.J.S.A. 20:3-26, will reimburse the seller for reasonable expenses incidental to conveying title. Attorney fees are not reimbursable.
4. The attached environmental addendum is made a part of this agreement and its terms shall not merge with the deed and shall survive the closing of title.
5. After this agreement is signed by the seller, the seller will not permit anyone, who is not already a tenant or occupant, to occupy the premises.
6. The seller shall pay all real estate taxes to the earliest of the following dates: date of delivery of deed; date the State is vested with title pursuant to N.J.S.A. 20:3-21; date the State enters into and accepts possession.
7. The seller shall pay all assessments and other municipal liens affecting the above described parcel, with the exception of farmland rollback taxes. Any rollback taxes applicable to this acquisition will be the responsibility of the State.
8. The seller shall cause to be properly released, satisfied or discharged all tenancies, mortgages, judgments and other encumbrances and shall furnish proper evidence of having done so and shall execute and deliver an affidavit of title to the State. However, the State's acquisition will be subject to all public utility easements.
9. The seller shall transfer the interest being acquired by the State in this agreement within 30 days from the date the instruments of conveyance were received from the State.

INITIALS _____

2

10. Payment pursuant to this agreement shall be made upon receipt of the properly executed instruments of conveyance together with all proofs which are required to convey clear title. Upon payment, the State shall be given full possession of the parcel. In lieu of possession, the State, at its sole discretion, may lease the parcel to the seller if immediate possession is not required.

10a. The Seller hereby acknowledges that it has a clear understanding that it is not required to surrender possession until such time as payment is available, provided in all other respects it has complied with the terms of the agreement and, anything else to the contrary herein notwithstanding, it voluntarily relinquishes its known payment right and agrees to vacate the property in advance of payment on or before the date herein specifically provided.

INITIALS _____

3

INITIALS _____

ENVIRONMENTAL ADDENDUM TO
RIGHT OF WAY PURCHASE CONTRACT
FOR COMMERCIAL / INDUSTRIAL

1. (a) Seller(s) represent(s) the following to the best of Seller(s)' knowledge and belief: (i) the property is in compliance with all applicable local, state and federal laws, regulations, ordinances, permits, orders, and directives regarding pollutants, contaminants, hazardous waste, materials and/or substances (hereinafter collectively referred to as "contamination") or solid waste; (ii) there is no pending or contemplated proceeding or administrative action arising out of the environmental condition of the property except as provided in subparagraph (c); and (iii) the property has never been remediated; except as provided in subparagraph (c).

(b) Seller further represents that: (i) he has/they have not discharged any hazardous substances or waste; (ii) he has/they have no knowledge of any discharge of hazardous substances or waste on the property; (iii) he/they did not deposit or cause to be deposited solid waste on the property; and (iv) he has/they have no knowledge of the presence of solid waste on or buried in the property; except as provided in subparagraph (c).

(c) The following exceptions to subparagraph (a) and (b) are noted: N/A

2. The sale price set forth in this agreement assumes there is no contamination and/or solid waste present on the property above actionable levels in excess of current applicable standards as required by the Department of Environmental Protection ("DEP"). However, where the existence of contamination or solid waste is noted in paragraph 1(c) above actionable levels as established by DEP, the sale price reflects the anticipated remediated condition of the property and not its present condition.

3. Seller shall not be relieved of any legal obligations pursuant to federal or state statutes or regulations or under common law resulting from the presence of contamination or solid waste on the property as of the date of closing or the date of vacation of the property by all occupants, whichever is later. The Department of Transportation ("DOT") does not accept any liability or responsibility of Seller(s) or any occupant. Pursuant to N.J.S.A.58:10-23.11g(d)(4), DOT is not liable for the cleanup and removal costs of any discharge which occurred or began prior to DOT's ownership.

4. The DOT shall be responsible only for the actual costs of conducting a preliminary environmental screening and assessment of the property, which shall be limited to inspection for the presence of contamination as distinguished from determining the source and extent of contamination. The failure of this screening to detect contamination or the presence of solid waste shall not be a bar to any future recovery action by the DOT in the event contamination or solid waste is discovered.

INITIALS _____

4

5. The provisions of this addendum shall survive the transfer of title. The DOT does not waive any rights that it may have to pursue administrative remedies or to bring suit under applicable federal or state statutes or regulations or under common law and hereby reserves the right to do so in the event any contamination or solid waste is discovered which preexisted the closing of title.

6. This contract was negotiated pursuant to the Eminent Domain Law of 1971 and is the result of bona fide negotiation.

7. This agreement will not in any way affect the jurisdiction of the DEP over the subject property.

8. The parties agree that the following remediation and/or removal of solid waste as noted in subparagraph 1(c) will be handled as follows

INITIALS _____

5

RE SC

Signature¹

This Agreement is signed and attested to by the
Grantor's proper corporate officers as of the
date at the top of the first page.

Attested by:

City of Camden, et al

By _____

(Print name of attesting witness below signature)

(Print name below signature)

Corporate Acknowledgment

STATE OF NEW JERSEY

) SS.:

COUNTY OF

I CERTIFY that on _____, 2021, _____
_____ personally came before me and this person acknowledged under
oath, to my satisfaction, that:

(a) this person is the _____ Secretary of
_____ the corporation named in this Agreement;

(b) this person is the attesting witness to the signing of this agreement by the
proper corporate officer who is _____,

(c) this Agreement was signed and delivered by the corporation as its voluntary
act duly authorized by a proper resolution of its Board of Directors;

(d) this person signed this proof to attest to the truth of these facts;

Secretary

Sworn to and subscribed before
me the date aforesaid

Notary Public of New Jersey

INITIALS _____

6

INITIALS 7

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: August 9, 2022

TO: Timothy Cunningham, Business Administrator

FROM: Daniel S. Blackburn, City Attorney

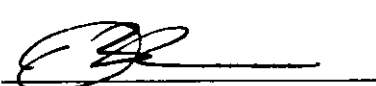
Department Making Request: Law Department

TITLE OF RESOLUTION: Ordinance Authorizing the City of Camden to enter into an Agreement of Sale to sell a portion of Block 1380, Lot 26 (the New Camden Cemetery) to the State of New Jersey

BRIEF DESCRIPTION OF ACTION: The State of New Jersey needs a small portion of the City's property located at the corner of Mt. Ephraim and Ferry Avenues (i.e. the New Camden Cemetery) for road construction. Ordinance Authorizing the City to Enter Into an Agreement of Sale with the State of New Jersey to sell this parcel to the State of New Jersey.

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

	<u>Date</u>	<u>Signature</u>
Approved by Business Administrator:	<u>7/21/22</u>	
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
☐ CAF -Certifications of Availability of Funds	_____	_____
Approved by: City Attorney	<u>7/20/22</u>	

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

CLAUSE A - NO CONTAMINATION DETECTED

6. The amount of compensation offered by plaintiff to the property owner is \$300,000, which amount assumes that the property is free of contamination or has been remediated. This amount was calculated in the manner set forth in Exhibit C, attached hereto and made a part hereof.

7. Plaintiff hereby reserves any and all rights it has or may have to recover in a separate action or by any administrative means, against defendant property owner or any third parties, for release of the funds retained in the Superior Court Trust Fund and for reimbursement of all costs of remediation and/or cleanup of contamination and/or removal of solid waste and/or sanitary landfill closure that have been or may be incurred in the future by reason of conditions which were in existence as of or prior to the date of vesting of title and possession pursuant to N.J.S.A. 20:3-19. Plaintiff further reserves the right to seek, at its sole discretion, any and all available legal, administrative and equitable remedies to compel defendants to remediate and/or clean up the property in accordance with applicable state and federal statutory and regulatory provisions or to remove solid waste or carry out closure of a sanitary landfill if located on the subject property. Pursuant to N.J.S.A. 58:10-23.11g.d(4), plaintiff is not liable for the cleanup and removal costs of any discharge which

occurred or began prior to New Jersey Department of Transportation's ownership. Plaintiff does not accept any liability for pre-existing contamination and/or solid waste, whether now known or subsequently discovered.

8. Plaintiff has caused the subject property to be inspected for the existence of contamination and/or solid waste and has found no indication of contamination and/or solid waste which would require that further investigation or other affirmative action be undertaken in accordance with New Jersey Department of Environmental Protection guidelines and regulations. The owner of record has not provided to plaintiff any information that would necessitate further investigation of the subject property. Plaintiff has provided notice to the owner of record of the property as to the results of the above-referenced inspection (Exhibit C). Furthermore, plaintiff has valued the property as if it has been remediated in accordance with applicable regulatory requirements and subject to the imposition of any conditions as to use except as noted in the appraisal and subject to paragraph 7 above.

Notwithstanding the results of plaintiff's inspection, plaintiff does not accept liability for any pre-existing contamination or solid waste, known or unknown, except for the project costs of on-site remediation at known levels. Plaintiff reserves the right to amend the complaint if additional or higher levels of contamination or solid waste are subsequently discovered

within the subject property and to move for appropriate relief under law and equity, including but not limited to, seeking an order that the Clerk of the Superior Court shall not release any funds remaining on deposit until the additional or higher levels of contamination are remediated and/or cleaned up by the owner of record or until any solid waste is properly removed or closure is performed by the owner of record in accordance with applicable state and federal standards, and to move for any other relief, including administrative relief, which may be necessary to protect plaintiff's rights and interests.

DB:dh
08-09-22

05

**ORDINANCE AUTHORIZING AMENDMENT #2 TO THE SERVICES AGREEMENT
FOR THE OPERATION, MANAGEMENT, MAINTENANCE AND REPAIR OF THE
CITY OF CAMDEN'S WATER SUPPLY AND SEWER COLLECTION SYSTEM WITH
AMERICAN WATER OPERATIONS AND MAINTENANCE, LLC**

WHEREAS, the City of Camden ("City") owns extensive potable water supply, storm water conveyance, combined sewer infrastructure and wastewater conveyance systems (collectively referred to herein as the "Systems") servicing the residents of a portion of the City; and

WHEREAS, the City, with the assistance of the Camden County Municipal Utilities Authority, undertook a competitive procurement pursuant to N.J.S.A. 58:26-19 et seq., (*New Jersey Water Supply Public-Private Contracting Act*) and N.J.S.A. 58:27-19 et seq., (*New Jersey Wastewater Public-Private Contracting Act*) (collectively referred to herein as the "Acts"), to obtain proposals from qualified firms to provide contractor operator services to the City for its Systems; and

WHEREAS, following a rigorous evaluation process, the City selected American Water and Operations, LLC negotiated a Services Agreement; and

WHEREAS, in accordance with the Acts, the City submitted the Services Agreement to the New Jersey Department of Environmental Protection, the Department of Community Affairs, Local Finance Board; and the Board of Public Utilities (collectively referred to herein as the "Agencies") for review; and

WHEREAS, the Agencies approved the Services Agreement; and

WHEREAS, the City and American negotiated and entered into Amendment #1 to the Services Agreement; and

WHEREAS, Amendment #1 was approved by the Agencies; and

WHEREAS, the City and American have negotiated Amendment #2 to the Services Agreement, a copy of which is attached hereto as **Exhibit A**; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden, that it hereby authorizes and directs the Mayor to execute Amendment #2 to the Services Agreement in a form substantially similar to the form attached hereto as **Exhibit A** and to take all necessary actions and execute such additional ancillary documents and agreements necessary to fully effectuate the intent and purpose of this ordinance.

Section 1. Any portion of the Services Agreement not amended or supplemented by Amendment #2 shall remain in full force and effect.

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

Section 3. This ordinance shall take effect immediately.

Section 4. This ordinance shall be published by the City Clerk.

Section 5. If any provision on 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 date of 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 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: August 9, 2022

TO: City Council

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

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Ordinance Authorizing Amendment #2 to the Services Agreement for the Operation, Management, Maintenance and Repair of the City Of Camden's Water Supply and Sewer Collection System with American Water Operations and Maintenance, LLC.

BRIEF DESCRIPTION OF ACTION: The City of Camden ("City") owns extensive potable water supply, storm water conveyance, combined sewer infrastructure and wastewater conveyance systems (collectively referred to herein as the "Systems") servicing the residents of a portion of the City; and the City, with the assistance of the Camden County Municipal Utilities Authority, undertook a competitive procurement pursuant to N.J.S.A. 58:26-19 et seq., (*New Jersey Water Supply Public-Private Contracting Act*) and N.J.S.A. 58:27-19 et seq., (*New Jersey Wastewater Public-Private Contracting Act*) (collectively referred to herein as the "Acts"), to obtain proposals from qualified firms to provide contractor operator services to the City for its Systems.

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:	_____	(If applicable)
Approved by Finance Director:	_____	_____
☐ CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____

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

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

Approved by Business Administrator:

7/27/22

Received by City Attorney:

7/27/22



(Name) Please Print

(Extension #)

Prepared By: _____

Contact Person: Timothy J. Cunningham, Esq.

7150

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

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

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

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

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

Municipality	City of Camden

Professional Service or EUS Type	Water Services Contract Pursuant to NJ Water/Wastewater Public-Private Contracting Act
Name of Vendor	American Water Operations & Maintenance, LLC
Purpose or Need for service:	Amendment #2 to the Services Agreement for the Operation, Management, Maintenance and Repair of the City Of Camden's Water Supply and Sewer Collection System with American Water Operations and Maintenance, LLC.
Contract Award Amount	TBD
Term of Contract	9 Years
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	N/A
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	Public-Private Contracting Acts Subject to LFB Approval
Were other proposals received? If so, please attach the names and amounts for each proposal received?	N/A Re: Above

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_____

**ORDINANCE AUTHORIZING AMENDMENT #2 TO THE SERVICES AGREEMENT
FOR THE OPERATION, MANAGEMENT, MAINTENANCE AND REPAIR OF THE
CITY OF CAMDEN'S WATER SUPPLY AND SEWER COLLECTION SYSTEM WITH
AMERICAN WATER OPERATIONS AND MAINTENANCE, LLC**

WHEREAS, the City of Camden ("City") owns extensive potable water supply, storm water conveyance, combined sewer infrastructure and wastewater conveyance systems (collectively referred to herein as the "Systems") servicing the residents of a portion of the City; and

WHEREAS, the City, with the assistance of the Camden County Municipal Utilities Authority, undertook a competitive procurement pursuant to N.J.S.A. 58:26-19 et seq., (*New Jersey Water Supply Public-Private Contracting Act*) and N.J.S.A. 58:27-19 et seq., (*New Jersey Wastewater Public-Private Contracting Act*) (collectively referred to herein as the "Acts"), to obtain proposals from qualified firms to provide contractor operator services to the City for its Systems; and

WHEREAS, following a rigorous evaluation process, the City selected American Water and Operations, LLC negotiated a Services Agreement; and

WHEREAS, in accordance with the Acts, the City submitted the Services Agreement to the New Jersey Department of Environmental Protection, the Department of Community Affairs, Local Finance Board; and the Board of Public Utilities (collectively referred to herein as the "Agencies") for review; and

WHEREAS, the Agencies approved the Services Agreement; and

WHEREAS, the City and American negotiated and entered into Amendment #1 to the Services Agreement; and

WHEREAS, Amendment #1 was approved by the Agencies; and

WHEREAS, the City and American have negotiated Amendment #2 to the Services Agreement, a copy of which is attached hereto as **Exhibit A**;

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Camden, that it hereby authorizes and directs the Mayor to execute Amendment #2 to the Services Agreement in a form substantially similar to the form attached hereto as **Exhibit A** and to take all necessary actions and execute such additional ancillary documents and agreements necessary to fully effectuate the intent and purpose of this ordinance.

Section 1. Any portion of the Services Agreement not amended or supplemented by Amendment #2 shall remain in full force and effect.

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

Section 3. This ordinance shall take effect immediately.

Section 4. This ordinance shall be published by the City Clerk.

Section 5. If any provision on 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 date of 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 __, 2022

The above has been reviewed
and approved as to form

City Attorney

President, City Council

Mayor

Attest: _____

Municipal Clerk

06

**AN ORDINANCE FURTHER AMENDING AND SUPPLEMENTING AN ORDINANCE
ENTITLED, "AN ORDINANCE FIXING THE SALARY RANGES TO BE PAID TO CERTAIN
OFFICERS AND EMPLOYEES IN THE UNCLASSIFIED SERVICE OF THE CITY OF
CAMDEN" ADOPTED DECEMBER 23, 1982 (MC-1917)**

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

SECTION 1. To adjust salary ranges for administrative efficiency and personnel retention/recruitment purposes (NOTE: any individual's increase in salary within the to-be-established Salary & Wage ranges must be approved in advance by the State Division of Local Government Services ("DLGS") by Waiver pursuant to the City's current Transitional Aid to Localities Memorandum of Understanding with the DLGS):

SECTION 2. To correct the salary for **Deputy Registrar of Vital Statistics**.

SECTION 2. The effective date of these amendments shall be **January 1, 2022, June 1, 2022 and July 1, 2022**.

SECTION 3. Attached hereto and incorporated herein, by way of reference is the list of amending salaries and wages to be paid to certain officers and employees in the Classified and Unclassified Services of the City of Camden, as set forth on the attached schedule.

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.

SECTION 6. If any provision of this ordinance is declared invalid, such invalidity shall not effect the other provisions of this ordinance. Furthermore, the other provisions of this ordinance are deemed to be severable and remain in full force and effect.

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

Date of Introduction: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

1/1/2022 - Contract Settlement -
Deputy Registrar

Section I.

Elected Officials shall be entitled to the salary as set below, and benefits as may be permissible under the law and Memorandum of Understanding between the City of Camden and The State of New Jersey

Elected Officials

Mayor	-	130,000
Council President	-	30,000
Council Member	-	27,000

Section II.

The employees listed in this section shall be entitled to all benefits as set for classified service except overtime payments.

The salaries for the following department heads shall be as follows:

Department Directors and Assistant Department Directors

Business Administrator	85,000	155,000
City Attorney	80,000	150,000
Department Directors	75,000	150,000

Section III.

The employees listed in this section shall be entitled to all benefits as set for classified service except payments. The salaries for the City Attorney's Office shall be as follows:

City Attorney's Office

First Assistant City Attorney	75,000	115,000
Counsel to the Mayor/Counsel to City Council	1	95,000
Supervising Litigation Attorney	70,000	110,000
Assistant City Attorney General & Litigation	60,000	100,000
Municipal Prosecutor	60,000	100,000

Section IV.

This section sets the rates of pay for those positions in the Classified Service which are Managerial and or Confidential and are excluded from the collective bargaining process. These positions shall receive benefits equal to those of the classified for vacation, retirement, longevity and Overtime pay shall be only for those hours, days and purposed performed with the prior approval of the Business Administrator

Managerial and/or Confidential Titles

Assistant Business Administrator	65,000	125,000
Assistant Director of Finance	75,000	110,000
Chief Financial Officer	-	95,000
Comptroller	1	90,000
Director of Data Processing	1	105,000
Fiscal Analyst	50,000	85,000
Insurance Manager	60,000	85,000
Municipal Emergency Management Coordinator	1	65,000
Personnel Officer	75,000	95,000
Project Coordinator Redevelopment	45,000	75,000
Registrar of Vital Statistics	12,000	75,000

Section V.

The employees listed in this section shall be entitled to all benefits as set for classified service except overtime payments.

Unclassified Titles

Aide to the Mayor	34,802	79,500
Confidential Assistant	34,809	79,500
Confidential Aide	34,809	79,500
Attorney - A.B.C.	2,500	12,500
Attorney - Affirmative Action Review Council	1	8,000
Attorney - B.O.A.	13,845	25,631
Attorney - Municipal Personnel Defender	36,061	68,508
Attorney - Planning Board	10,342	18,869
Attorney - Rent Control Board (50.00 per billable hour)	2,700	4,235
Attorney - Rooming and Boarding Home Licensing Bd.	1	4,893
City Treasurer	76,200	95,000
Deputy Municipal Clerk	51,200	62,424
Judge of the Municipal Court	81,600	114,444
Judge of the Municipal Court (Part Time)	30,979	58,678
Municipal Clerk	93,771	133,043
Municipal Court Director	70,968	130,000
Municipal Engineer	71,200	130,000
Secretary Board/Commission	1,000	9,145
Tax Assessor	93,771	125,318
Tax Collector	93,771	125,318
Tax Search Officer (Part Time)	5,058	15,000

* Entitled to Salary Increases

Section VI.

The employees of these titles are entitled to all benefits as set for the classified section.

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Confidential Secretary to the Mayor	01336	38,341	40,191	44,305	45,773	48,741	50,638	52,612
Secretary to the ABC Board	06982	5,673	5,939	6,523	6,728	7,155	7,426	7,709

Section VII.

This section sets the rates as approved for those titles covered by those agreements. In any instances bilingual designations are required, the rate shall be as defined in the basic title. Any part time positions be paid on a pro rata basis salary grades.

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
* Account Clerk	00001	33,379	34,961	38,475	40,312	41,748	43,232	44,787
* Accountant	00004	50,075	52,492	57,862	60,107	62,440	64,870	67,395
* Accounting Assistant	50451	39,648	41,542	45,753	47,957	49,696	51,500	53,384
* Administrative Analyst	00010	54,629	57,272	63,150	66,218	68,788	71,467	74,258
** Administrative Clerk	00020	50,034	52,299	57,334	62,759	68,122	70,663	73,297
** Administrative Secretary	00112	58,004	60,655	66,548	72,726	78,593	81,132	83,777
** Affirmative Action Officer	00233@	71,126	74,596	82,306	89,768	97,924	101,772	105,775
* Analyst Grant Applications	00259	56,574	59,317	65,409	68,592	71,161	73,895	76,597
* Architect	00276@	64,121	67,239	74,171	78,387	79,658	85,391	89,102
* Assistant Administrative Analyst	00302@	44,983	47,144	51,951	54,463	58,461	58,535	60,698
* Assistant Animal Control Officer	00312@	46,846	49,188	54,108	56,813	59,085	61,448	63,907
* Assistant Assessor	00317@	50,967	53,427	58,897	61,757	64,045	65,539	68,900
* Assistant Chief Housing Inspector	00387	63,473	66,560	69,801	73,204	76,062	79,037	82,129
** Assistant Engineer	00518	86,205	89,653	93,239	96,968	100,847	104,881	109,076
** Assistant Municipal Clerk	00617	51,807	54,311	59,873	65,870	71,806	74,610	77,523
** Assistant Municipal Clerk*		0	0	0	0	0	0	85,432

1/1/22 - Contract Settlement-
Correction Deputy Registrar

* CWA Non-Supervisory Unit

** CWA Supervisory Unit

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
** Assistant Municipal Tax Collector	00627@	74,166	77,787	85,834	94,509	103,261	107,319	113,830
** Assistant Payroll Supervisor	00639	54,358	56,392	60,911	65,779	69,642	71,764	73,983
* Assistant Planner	00645	48,825	51,178	56,411	59,143	61,330	63,597	65,965
** Assistant Public Works Superintendent	00671	56,066	58,783	64,820	71,325	77,771	80,813	83,976
** Assistant Purchasing Agent	00673	51,807	54,310	59,873	65,870	71,807	74,610	77,523
* Assistant Superintendent of Weights & Measures	00445	41,796	43,799	48,250	53,048	57,695	59,816	62,036
* Assistant Traffic Engineer	00795	67,588	70,882	78,198	86,083	93,786	97,361	101,071
* Assistant Violations Clerk	00806	39,648	41,542	45,753	47,957	49,696	51,500	53,384
* Assistant Zoning Officer (Part Time)	00822@	0	0	0	0	0	0	7,262
* Auditor	00846	56,574	59,317	65,409	68,592	71,161	73,912	76,597
* Building Inspector (ICS)	00924	65,611	68,806	75,904	79,611	82,724	85,964	89,339
* Building Inspector Apprentice	06969	51,786	57,683	0	0	0	0	0
* Building Maintenance Worker	00929	35,455	37,141	40,886	42,452	44,080	45,775	47,537
* Building Maintenance Worker Low Pressure License	00933	49,701	52,099	57,428	60,212	62,439	64,756	67,163
* Building Service Worker	00938	32,749	34,300	37,745	39,548	40,949	42,404	43,921
** Building Subcode Official (HHS)	05048	70,697	74,144	81,806	90,064	98,060	101,787	105,672
* Carpenter	00971	48,513	50,853	56,049	58,761	60,934	63,182	65,534
* Carpenters Helper	00974	40,524	42,465	46,772	49,021	50,908	52,879	54,925
* Cashier	00976	42,788	44,841	49,401	51,786	53,670	55,641	57,683
** Chief Accountant	01005	63,511	66,598	73,463	80,858	88,210	91,553	96,925
** Chief Assistant Assessor	01016	55,300	57,979	63,930	70,343	76,824	79,827	82,946
** Chief Clerk	01037	58,004	60,655	66,548	72,726	78,593	81,132	83,777
** Chief Community Relations Specialist	01107	67,578	70,870	78,186	85,371	93,118	96,772	100,575
** Chief Housing Inspector	01139	60,796	63,749	70,310	77,383	84,389	87,698	91,138
** Chief Landscape Architect	01150	60,796	63,749	70,310	77,383	84,389	87,698	91,138
** Chief License Inspector	01153	60,038	62,953	69,431	76,409	83,215	86,366	89,642
** Chief Sanitation Inspector	01209	48,226	50,550	55,724	61,285	66,643	69,239	71,939
* Claims Examiner Workmens Compensation	01241	47,694	49,843	54,616	59,773	63,941	67,763	80,395
* Clerk 1	01245	31,507	32,998	36,304	38,036	39,374	40,775	42,218
* Clerk 2	03247	34,810	36,463	40,135	42,058	43,561	45,118	46,748
* Clerk 3	02773	39,016	40,881	45,023	47,189	48,892	50,670	52,513
* Clerk 3 (Principal Personnel Clerk)	02773	54,893	57,551	60,799	63,161	65,618	68,176	70,833
** Clerk 4	03859	38,930	40,789	44,921	49,376	53,670	55,641	57,683
* Clerk Stenographer 1	01260	35,262	36,939	40,664	42,609	44,135	45,720	47,373
* Clerk Stenographer 2	03253	37,149	38,919	42,855	44,911	46,524	48,207	49,954
* Clerk Stenographer 3	02777	40,910	42,867	47,220	49,494	51,292	53,163	55,107
** Clerk Stenographer 4	03862@	40,930	42,890	47,244	51,936	56,299	58,475	60,751
* Clerk Transcriber	01266	34,650	36,296	39,951	41,858	43,465	45,135	46,870
* Clerk Typist 1, Evidence Handling	23239	35,812	37,514	41,301	43,277	44,780	46,391	48,064
* Code Enforcement Officer	01285	49,128	51,497	53,985	56,596	59,340	62,220	65,244
* Community Organization Specialist	01303	37,439	39,224	43,189	45,264	46,369	48,046	49,782
* Community Service Aide	01313	32,611	34,154	37,583	39,377	40,839	42,404	43,921
* Community Service Worker	01319	35,004	36,667	40,364	42,296	43,802	45,376	47,010
* Complaint Investigator	01324	40,278	42,205	46,487	48,725	50,495	52,332	54,250
* Computer Service Technician	07605	52,083	54,601	60,204	63,120	65,424	67,971	70,620
** Construction Official	05045	84,320	87,559	97,001	102,715	106,755	110,956	115,324
* Contract Administrator 1	51254	64,443	67,578	74,546	82,056	89,634	93,146	98,783
* Contract Compliance Representative	04883	61,273	66,689	70,705	76,612	79,121	81,741	85,742
** Coordinator for Federal & State Aid	01355	66,046	69,262	76,407	84,105	91,884	95,493	99,243
** Coordinator of Monitoring & Evaluation	04716	60,142	63,062	69,551	76,545	83,475	86,743	90,143

1/1/22 - Contract Settlement-
Correction Deputy Registrar

* CWA Non-Supervisory Unit
** CWA Supervisory Unit

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
** Coordinator of Motor Vehicle Repair	07607	84,197	88,270	96,923	102,736	108,011	112,118	116,452
** Coordinator of Volunteers	01371	60,142	63,062	69,552	76,545	83,475	86,743	90,143
* Cost Estimator Property Improvement	01379	52,716	55,267	60,930	63,892	66,268	68,737	71,302
* Court Interpreter S&E	07959	50,075	52,492	57,862	60,107	62,440	64,870	67,395
* Customer Service Representative	01459	45,331	47,511	52,356	54,884	56,979	59,081	61,266
* Customer Service Representative Bil. In Spanish & English	08033	45,331	47,511	52,356	54,884	56,979	59,081	61,266
* Data Control Clerk	01468	36,530	38,267	42,134	44,152	45,738	47,389	49,102
* Data Entry Operator 1	53292	34,581	36,223	39,872	41,779	43,274	44,828	46,433
* Data Entry Operator 2	53293	38,477	40,314	44,396	46,530	48,208	49,956	51,772
* Data Entry Operator 3	53294	42,616	44,661	49,203	51,101	53,077	55,130	57,265
** Data Entry Operator 4	53295	50,968	53,430	58,900	64,191	69,978	72,707	75,546
* Data Processing Programmer	01474	47,557	49,849	54,940	57,597	59,725	62,115	64,422
* Data Processing Programmer Trainee	01475	46,223	0	0	0	0	0	0
** Deputy Municipal Court Administrator	07796	58,005	60,655	66,548	72,726	78,592	81,132	83,777
** Deputy Municipal Court Administrator Bilingual S/E	07903	58,005	60,655	66,548	72,726	78,592	81,132	83,777
** Deputy Registrar of Vital Statistics	05120	55,465	58,154	64,126	67,248	69,766	72,466	76,597
** Deputy Tax Assessor	05780	85,880	88,904	98,862	104,790	110,172	114,359	118,781
* Economic Development Rep. 2	55503	70,264	73,690	81,605	85,598	88,952	92,442	96,069
** Director of Economic and Industrial Development	01595@	91,249	95,663	105,042	111,341	117,060	121,509	126,206
** Director of Licenses	07163	67,578	70,870	78,186	85,371	93,118	96,772	100,575
** Director of Inspections	01607@	85,880	90,035	98,862	104,790	110,172	114,359	118,781
** Director of Neighborhood Preservation Program	02569	85,880	90,035	98,862	104,790	110,172	114,359	118,781
** Director of Youth Services	01651	85,880	90,035	98,862	104,790	110,172	114,359	118,781
* Electrical Inspector (ICS)	01699	65,611	68,806	75,904	79,611	82,724	85,964	89,339
** Electrical Subcode Official (HHS)	05046	77,835	81,656	90,114	94,532	98,060	101,787	105,672
* Electrician	01706	48,513	50,853	56,049	58,761	60,934	63,182	65,534
* Electrician Helper	01710	40,524	42,465	46,772	49,021	50,908	52,879	54,925
** Elevator Subcode Official	07928	70,697	74,144	81,806	90,064	98,060	101,787	105,672
* Employee Benefits Clerk	04758	34,383	36,017	39,644	41,533	42,967	44,508	46,106
* Employee Benefits Specialist	01728	36,910	38,668	42,576	44,617	46,289	48,028	49,844
* Engineering Aide	01733	40,349	42,277	46,569	48,809	50,693	52,650	54,686
* Equipment Operator	01746	41,499	43,486	47,905	50,214	52,050	53,947	55,922
** Executive Assistant	04586	0	0	0	0	0	0	117,594
* Garage Attendant	01877	36,642	38,387	42,265	44,290	45,960	47,695	49,513
* Gardener	01883	40,800	42,752	47,093	49,358	51,159	53,024	54,964
** General Supervisor Laboring	06635	49,444	51,828	57,127	62,839	68,500	71,167	73,945
** General Supervisor Parks	06699	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** General Supervisor, Public Works	06652	57,032	59,797	63,177	65,634	71,553	74,344	77,249
* GIS Specialist 3	03176	64,544	67,771	74,548	78,276	81,406	84,662	88,049
* GIS Specialist Trainee	03174	56,939	0	0	0	0	0	0
* Graphic Artist 1	54593	58,250	60,580	63,003	65,523	68,144	70,870	73,705
* Graphic Artist 2	54604	65,101	67,705	70,413	73,230	76,159	79,205	82,374
* Heavy Equipment Operator	02001@	49,622	52,017	57,339	60,116	62,439	64,756	67,163
* Historic Preservation Specialist	15679	56,574	59,317	65,409	68,592	71,161	73,819	76,597
** Housing Coordinator	02065	66,346	69,578	76,361	83,822	91,209	94,788	98,511
* Housing Inspector	02071	49,128	51,497	53,985	56,596	59,340	62,220	65,244
* Industrial Representative	02095	56,574	59,317	65,409	68,592	71,161	73,819	76,597
* Interviewer, Courts	06207	45,331	47,511	52,357	54,884	56,979	59,081	61,267
* Interviewer, Courts, Bilingual Spanish & English	07573	45,331	47,511	52,357	54,884	56,979	59,081	61,267
* Investigator A.B.C.	02175	0	0	0	0	0	0	10,757

1/1/22 - Contract Settlement-
Correction Deputy Registrar

* CWA Non-Supervisory Unit
** CWA Supervisory Unit

	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
*	Investigator Public Works	05217	52,033	54,548	60,138	63,054	65,389	68,012	70,544
*	Job Developer	02217	70,796	74,336	81,769	85,858	89,292	92,864	96,579
*	Keyboarding Clerk 1	01268	32,449	33,985	37,397	39,176	40,562	42,010	43,511
*	Keyboarding Clerk 2	03256@	35,812	37,515	41,301	43,277	44,780	46,390	48,064
*	Keyboarding Clerk 3	02781	40,014	41,927	46,182	48,405	50,116	51,941	53,832
**	Keyboarding Clerk 4	03864@	39,834	41,738	45,970	50,534	54,892	56,910	59,005
*	Laborer 1	02248	37,549	39,445	43,436	45,517	47,160	48,861	50,639
*	Laborer 1 (Laborer Heavy)	02248	39,402	41,285	45,471	47,654	49,383	51,173	53,048
**	Laborer 3	06633	46,901	49,159	54,178	59,584	64,947	67,470	70,099
*	Landscape Architect	02256@	46,409	48,644	53,606	56,197	58,349	60,595	62,931
*	Legal Secretary	07675	51,763	53,833	55,986	58,226	60,555	62,977	65,496
*	Legal Stenographer	02279	39,016	40,881	45,023	47,189	48,892	50,670	52,513
*	License Inspector	02292	48,425	50,760	55,947	58,661	60,686	62,916	65,244
*	License Inspector Bil. In S&E	05785	48,425	50,760	55,947	58,661	60,686	62,916	65,244
*	Loan Advisor	05136	40,707	42,654	46,982	49,245	51,109	53,052	55,075
*	Mail Clerk	02320	42,632	44,676	49,218	51,597	53,475	55,438	57,485
*	Maintenance Repairer	02328	39,662	41,557	45,771	47,971	49,720	51,530	53,415
**	Maintenance Superintendent	02384	67,578	70,870	78,186	85,371	93,118	96,772	100,575
**	Maintenance Supervisor, Grounds	06731	46,901	49,159	54,178	59,584	64,947	67,470	70,099
*	Maintenance Worker 1, Grounds	01940	37,239	39,014	42,960	45,021	46,702	48,391	50,145
**	Management Information Systems Specialist	04354	91,249	95,663	105,042	111,341	117,060	121,509	126,206
**	Material Management Coordinator	05702	57,950	60,762	67,008	70,273	73,014	75,863	78,830
*	Mechanic	02434	44,798	46,948	51,734	54,236	56,226	58,287	60,446
*	Mechanic (Diesel)	02440	46,628	48,871	53,861	56,466	58,546	60,708	62,955
*	Mechanic Fire Apparatus	02441	46,994	49,259	54,286	56,913	59,014	61,194	63,465
*	Mechanic's Helper	02456@	39,402	41,285	45,471	46,318	47,995	49,734	51,554
*	Motor Broom Driver	05565	41,499	43,486	47,905	50,214	52,050	53,947	55,922
**	Municipal Court Administrator	07795	78,549	82,349	90,423	95,845	100,768	104,597	108,641
*	Municipal Court Attendant	02524	0	0	0	0	0	0	56,834
*	Network Administrator 1	10107	78,577	82,505	90,756	95,293	99,107	103,070	107,193
*	Network Administrator 2	10108	84,948	89,195	98,115	103,020	107,142	111,428	115,884
*	Omnibus Operator	05594	36,716	38,463	42,349	43,976	45,664	47,420	49,248
*	Paralegal Specialist	02593	63,038	65,559	68,181	70,905	76,820	79,770	82,837
*	Parking Enforcement Officer	07305	39,531	41,423	45,621	47,816	49,546	51,352	53,227
*	Payroll Clerk	02634	34,383	36,017	39,644	41,533	42,967	44,508	46,106
**	Payroll Supervisor	02636	64,561	67,642	74,487	81,865	89,181	92,626	96,216
*	Personnel Aide	02645	55,500	57,720	60,029	62,430	64,927	67,524	70,225
*	Personnel Assistant	02648@	71,548	75,430	80,628	83,193	87,075	90,956	94,841
*	Planning Aide	02685	36,910	38,668	42,576	44,617	46,289	48,028	49,844
**	Planning Director	02686	85,880	90,035	98,862	104,790	110,172	114,359	118,781
*	Plumbing Inspector (ICS)	02704	65,611	68,806	75,904	79,611	82,724	85,964	89,339
**	Plumbing Subcode Official (HHS)	05056	70,697	74,144	81,806	90,064	98,060	101,787	105,672
*	Principal Account Clerk	02755	39,648	41,542	45,753	47,957	49,696	51,500	53,384
*	Principal Account Clerk (Typing)		40,559	42,501	46,812	49,068	50,915	52,767	54,710
*	Principal Cashier	02771	48,263	50,589	55,758	58,461	60,651	62,891	65,228
*	Principal Clerk Transcriber	02779	40,288	42,215	46,499	48,737	50,619	52,571	54,608
*	Principal Community Organization Specialist	02785@	42,914	44,973	49,546	51,939	53,912	55,977	58,122
*	Principal Data Control Clerk	04646	42,912	44,970	49,544	51,938	53,835	55,808	57,860
*	Principal Employee Benefits Clerk	04936	42,191	44,212	48,706	51,058	53,029	55,080	57,215
*	Principal Engineering Aide	02804	51,569	54,061	59,596	61,912	64,319	66,822	69,425
*	Principal Legal Stenographer	02819	50,032	52,448	57,812	60,615	64,511	66,903	69,384
*	Principal Mail Clerk	20434	56,015	58,256	60,586	63,009	65,530	68,151	70,877

1/1/22 - Contract Settlement-
Correction Deputy Registrar

* CWA Non Supervisory Unit
** CWA Supervisory Unit

	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
*	Principal Payroll Clerk	02831	54,893	57,552	60,798	63,161	65,618	68,176	70,833
*	Principal Planner	02837	56,574	59,317	65,409	68,592	71,161	73,819	76,597
*	Principal Planner Community Development Program	05335	56,574	59,317	65,409	68,592	71,161	73,819	76,597
*	Principal Planning Aide	02840	45,336	47,516	52,361	54,892	56,982	59,172	61,450
*	Principal Purchasing Assistant	02847	42,191	44,212	48,706	51,058	53,029	55,080	57,215
*	Principal Storekeeper	02852	54,427	57,062	62,914	65,972	68,434	70,990	73,652
*	Printing Machine Operator 1	02571	40,435	42,368	46,667	48,914	50,693	52,533	54,458
*	Printing Machine Operator 2	22533	48,775	51,127	56,354	59,086	61,266	63,539	65,901
*	Printing Machine Operator 3	22534	51,127	53,594	59,091	61,951	64,210	66,710	69,308
**	Printing Machine Operator 4	22535	53,594	56,187	61,958	64,963	67,333	69,957	72,686
*	Program Analyst	02871	54,629	57,272	63,150	66,218	68,788	71,467	74,258
**	Program Coordinator Demolition	05679	72,428	75,687	78,946	82,205	85,465	88,724	91,983
*	Program Monitor	04700	53,136	55,707	61,416	64,401	66,793	69,286	71,881
*	Project Coordinator Construction	02883	68,590	71,932	79,360	87,368	95,188	98,809	102,583
*	Project Manager, Data Processing	53023	109,351	0	0	0	0	0	0
*	Property Clerk	02894	34,809	36,463	40,136	42,059	43,561	45,118	46,748
*	Public Information Officer	02927	43,675	45,771	50,430	52,869	54,800	56,819	59,419
*	Public Works Inspector	02933	48,797	51,151	56,378	59,110	61,294	63,566	65,929
**	Public Works Superintendent	02936	67,578	70,870	78,186	85,371	93,118	96,772	100,575
**	Purchasing Agent	02952	91,249	95,663	105,042	111,341	117,060	121,509	126,206
*	Purchasing Assistant	02952	34,383	36,017	39,644	41,533	42,967	44,508	46,106
*	Purchasing Expediter	02956	44,983	47,144	51,951	54,463	56,464	58,535	60,705
*	Radio Dispatcher	02958	41,480	43,467	47,885	50,190	52,017	53,916	55,901
*	Radio Dispatcher Typing	02959	42,335	44,365	48,876	51,183	53,009	54,909	56,893
*	Radio Technician	02965	56,806	59,849	62,893	65,936	68,979	72,023	75,066
**	Real Estate Officer	02974	81,296	84,249	90,811	97,883	104,889	108,198	111,639
*	Receptionist	02976	31,507	32,998	36,304	38,036	39,374	40,775	42,218
*	Recorder Operator Courts	04873	33,413	34,997	38,517	40,361	41,903	43,511	45,181
*	Records Management Analyst	05429	52,543	55,085	60,744	63,689	66,013	68,586	71,262
**	Records Manager	06382	64,462	68,213	72,183	76,385	80,830	85,534	90,513
*	Records Support Technician 1	56562	34,810	36,202	37,650	39,156	40,723	42,351	44,045
*	Records Support Technician 2	56563	39,015	40,576	42,200	43,887	45,643	47,468	49,368
*	Records Support Technician 3	56564	43,697	45,445	47,263	49,153	51,119	53,164	55,290
*	Recreation Aide	02983	30,192	31,612	34,775	37,745	39,081	40,467	41,912
*	Recreation Leader	02993	36,247	37,972	41,809	43,816	45,448	47,160	48,937
*	Recreation Program Coordinator	03018	55,280	57,955	63,905	67,015	69,620	72,337	75,159
**	Recreation Supervisor	03020	43,818	45,922	50,598	55,639	60,636	62,979	65,438
*	Relocation Officer (Part Time)	03060@	0	0	0	0	0	0	13,057
**	Rent Regulation Officer	05681	61,478	64,465	71,102	74,570	77,376	80,291	83,322
*	Research Assistant	03069	49,216	51,590	56,865	59,622	61,820	64,117	66,500
**	Risk Manager	07390	91,249	95,663	105,042	111,341	117,060	121,509	126,206
**	Road Repairer Superintendent	03803	67,578	70,870	78,186	85,371	93,118	96,772	100,575
*	Sanitation Inspector	03110	47,557	49,849	54,947	57,602	59,696	62,015	64,422
**	Secretarial Assistant	03127	44,994	47,027	51,547	56,414	60,278	62,399	64,618
*	Secretary Board/Commission (Part Time)	07419	1,287	0	0	0	0	0	11,769
*	Secretary Board/Commission (Full Time)	07419	50,723	53,179	58,638	62,109	64,532	67,050	69,667
*	Security Guard	06124	36,246	37,971	41,807	43,814	45,381	47,012	48,711
*	Senior Account Clerk	03165@	37,149	38,919	42,855	44,911	46,524	49,169	49,954
*	Senior Administrative Analyst	03173@	64,443	67,578	74,546	82,056	89,634	93,146	98,783
*	Senior Auditor	03196@	62,359	65,390	72,125	75,138	77,869	80,913	84,081
*	Senior Building Maintenance Worker	03227	37,356	39,136	43,100	45,164	46,793	48,594	50,469
**	Senior Budget Examiner	03223	80,513	84,409	92,684	98,241	103,287	107,212	111,357

1/1/22 - Contract Settlement-
Correction Deputy Registrar

* CWA Non-Supervisory Unit
** CWA Supervisory Unit

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
* Senior Building Maintenance Worker Low Pressure License	03228	52,099	54,617	60,221	63,139	65,441	68,454	70,639
* Senior Cashier	03236	45,224	47,399	52,230	54,754	56,762	58,852	61,035
* Senior Clerk Transcriber	03255	36,531	38,270	42,136	44,157	45,853	47,619	49,453
* Senior Community Relations Specialist	03265@	45,788	47,990	52,885	55,440	57,485	59,606	61,802
* Senior Community Service Worker	03269@	40,707	42,654	46,982	49,245	51,109	53,052	55,075
** Senior Computer Service Technician	07691	57,953	60,765	67,258	70,533	73,284	76,147	79,122
* Senior Data Control Clerk	03294	39,710	41,609	45,827	48,033	49,760	51,567	53,454
* Senior Data Processing Programmer	03295	54,784	57,435	60,677	61,834	64,238	66,738	69,338
* Senior Electrician	03308	53,210	55,784	61,502	63,893	66,380	68,964	71,653
** Senior Engineer	03314	87,043	90,982	90,163	105,341	109,356	115,917	120,438
* Senior Engineering Aide	03320	44,093	46,209	50,915	53,370	55,326	57,366	59,477
* Senior Gardener	03341	35,004	36,667	40,364	42,296	43,802	45,376	47,010
* Senior Historic Preservation Specialist	15680	59,482	62,368	68,785	72,137	74,956	77,767	80,701
* Senior Housing Inspector	03368	57,539	60,387	63,258	66,335	68,918	71,605	74,399
* Senior Landscape Architect	04407	53,136	55,707	61,416	64,401	66,793	69,286	71,881
* Senior Legal Stenographer	03405	43,117	45,185	49,784	52,184	54,202	56,297	58,484
* Senior Mail Clerk	20433	50,018	52,019	54,099	56,263	58,514	60,855	63,289
* Senior Maintenance Repairer	03425	43,484	45,572	50,211	52,635	54,560	56,557	58,644
* Senior Mechanic	03459	46,994	49,259	54,286	56,913	59,014	61,194	63,465
* Senior Mechanic (Diesel)	04561	48,833	51,189	56,421	59,150	61,337	63,608	65,975
* Senior Payroll Clerk	03496	38,133	39,954	43,997	46,111	47,742	49,479	51,275
** Senior Personnel Assistant	04982	91,296	95,578	99,889	104,186	108,482	112,779	117,079
* Senior Planner Economic Dev.	04569	53,136	55,707	61,416	64,401	66,793	69,286	71,881
* Senior Planning Aide	03512	39,744	41,645	45,867	48,077	49,832	51,641	53,522
* Senior Program Development Specialist Community Service	06931	59,482	62,368	68,785	72,137	74,956	77,767	80,701
* Senior Program Monitor	05399	65,398	68,582	75,655	79,350	82,345	85,453	88,697
* Senior Public Works Inspector	03539	52,033	54,548	60,138	63,054	65,389	68,012	70,544
* Senior Purchasing Assistant	03547	38,133	39,954	43,997	46,111	47,742	49,479	51,275
* Senior Sanitation Inspector	03572	53,708	56,310	62,083	63,515	65,585	68,011	70,544
* Senior Security Guard	06257	42,750	44,460	46,238	48,088	50,011	52,012	54,092
* Senior Storekeeper	03600	48,797	51,151	56,378	59,110	61,294	63,566	65,929
* Senior Traffic Maintenance Worker	03625	48,750	50,944	53,236	55,632	58,135	60,751	63,482
* Senior Traffic Signal Electrician	03626	53,210	55,784	61,502	63,893	66,380	68,964	71,653
** Senior Training Technician	05614	57,953	60,765	67,258	70,533	73,284	76,147	79,122
* Senior Youth Group Worker	03657	57,299	59,590	61,974	64,453	67,031	69,712	72,501
* Signal Systems Technician 1	03714	55,267	57,478	59,776	62,168	64,654	67,241	69,930
* Signal Systems Technician 2	03589	57,407	59,705	62,092	64,577	67,159	69,846	72,639
* Social Service Assistant	04623	36,948	38,711	42,621	44,667	46,270	47,940	49,679
* Storekeeper	03779	42,644	44,691	49,234	51,609	53,489	55,460	57,494
* Storekeeper Automotive	03781	44,946	47,106	51,907	54,417	56,412	58,485	60,646
* Substance Abuse Counselor 1	63114	57,108	59,875	66,028	69,241	71,829	74,524	77,325
** Superintendent of Recreation	03834@	67,578	70,870	78,186	85,371	93,118	96,772	100,575
** Superintendent of Weights & Measures	01428	65,660	68,856	75,959	82,935	90,456	94,005	97,697
** Supervising Account Clerk	03848	42,411	44,445	48,964	53,832	57,695	59,816	62,036
** Supervising Administrative Analyst	03850@	72,406	75,939	83,790	91,390	99,692	103,609	107,688
** Supervising Animal Control Officer	05999	74,166	77,541	80,916	84,291	87,666	91,041	94,424
** Supervising Building Service Low Pressure License	06468	47,780	50,084	55,200	60,709	66,791	68,498	71,051
** Supervising Cashier	03857@	52,666	55,212	60,872	66,972	73,014	75,863	78,830
** Supervising Clerk Transcriber	03863@	40,312	42,241	46,526	50,676	55,207	57,346	59,570

1/1/22 - Contract Settlement-
Correction Deputy Registrar

* CWA Non Supervisory Unit
** CWA Supervisory Unit

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
** Supervising Data Control Clerk	03872	49,782	52,184	57,521	63,272	68,718	71,144	73,671
** Supervising Electrician	06605	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** Supervising Engineering Aide	03881	54,093	56,712	62,528	68,795	75,006	77,938	80,987
Supervising Health Insurance Benefits Clerk	03887@	54,855	57,350	62,895	68,867	74,522	77,043	79,667
** Supervising Maintenance Repairer	07338	49,443	51,827	57,127	62,840	68,499	71,168	73,945
Supervising Maintenance Worker, Grounds	06731	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** Supervising Mechanic	06724	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** Supervising Mechanic Fire Apparatus	06726	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** Supervising Planner	05137	67,662	70,958	78,282	85,371	93,118	96,774	100,575
** Supervising Program Analyst	03927	60,796	63,749	70,310	77,383	84,389	87,698	91,138
** Supervising Property Clerk	05519	39,834	41,738	45,970	50,534	54,892	56,910	59,006
** Supervising School Traffic Guard	03937	56,171	58,890	64,930	70,775	77,166	81,772	85,841
** Supervising Youth Group Worker	03945@	60,374	62,788	65,300	67,912	70,628	73,454	76,392
** Supervisor Demolition	06910	54,727	57,375	63,263	69,131	74,975	77,497	80,126
** Supervisor of Accounts	03969	49,180	51,553	56,824	62,508	68,249	70,907	73,672
** Supervisor of Collection of Revenue		59,081	61,948	68,318	75,186	81,987	85,204	88,533
** Supervisor of Motor Pool	05971	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** Supervisor of Real Estate Sales	04060	45,285	47,461	52,301	57,516	62,686	65,119	67,659
** Supervisor of Senior Citizens Activities	04069	46,611	48,854	53,840	59,212	64,534	67,044	69,708
** Supervisor of Telephone Systems	04080	41,628	43,623	46,060	49,216	53,615	55,688	57,847
** Supervisor Public Works	06650	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** Supervisor Traffic Maintenance	06816	55,421	58,106	61,387	63,772	69,520	72,230	75,049
* Tax Searcher	04130	43,167	45,238	49,841	52,248	54,155	56,144	58,208
Technical Assistant Contract Administration	62844	51,187	53,629	59,054	61,884	64,118	66,431	68,849
Technical Assistant to the Construction Official	05193	45,232	47,410	52,242	54,770	56,756	58,831	60,981
Technician, Management Information Systems	53099	54,783	57,435	60,678	61,834	64,238	66,738	69,338
* Telecommunications Systems Analyst	07604	49,656	52,051	57,377	63,112	68,788	71,467	74,258
* Telephone Operator	04145@	38,200	40,023	44,073	46,190	47,859	49,594	51,397
* Tractor Trailer Driver	04179	41,499	43,486	47,905	50,214	52,050	53,947	55,922
* Traffic Maintenance Worker	04189	40,278	42,205	46,487	48,277	50,138	52,075	54,088
* Traffic Signal Electrician	04192	48,513	50,853	56,049	58,761	60,934	63,182	65,534
Traffic Signal Superintendent 1	00799	67,578	70,870	78,186	85,371	93,118	96,772	100,575
** Traffic Signal Superintendent 2	04196	70,211	73,635	81,244	88,714	96,772	100,572	104,528
** Traffic Signal Supervisor 1	06819	59,634	62,530	68,957	71,652	74,448	77,356	80,381
** Traffic Signal Supervisor 2	04082	61,950	64,961	71,645	74,448	77,356	80,381	85,317
* Traffic Signal Technician 1	04195	55,267	57,945	63,892	66,380	68,964	71,652	74,449
* Traffic Signal Technician 2	05219	57,408	60,192	66,373	68,964	71,652	74,448	77,409
* Training Technician	04207	53,594	56,187	61,958	64,963	67,333	69,957	72,686
* Tree Maintenance Worker 1	04220	41,285	43,263	47,666	49,956	51,764	53,764	55,846
* Truck Driver	04222	40,800	42,752	47,093	49,358	51,159	53,024	54,964
** Violations Clerk	04244	75,155	79,028	86,776	91,979	96,703	100,379	104,259
* Weights and Measures Apprentice	04201	0	0	0	0	0	0	40,075
* Welder	04305	44,798	46,948	51,734	54,236	56,226	58,287	60,446
* Youth Group Worker	04333	53,813	55,965	58,204	60,532	61,742	62,977	64,237
* Youth Group Worker Bil. In S&E	04334	53,813	55,965	58,204	60,532	61,742	62,977	64,237
* Youth Services Counselor	04336	58,529	60,870	63,304	65,837	68,470	71,209	74,057
* Zoning Officer (Part Time)	04338	0	0	0	0	0	0	8,011

1/1/22 - Contract Settlement-
Correction Deputy Registrar

* CWA Non-Supervisory Unit
* CWA Supervisory Unit

6/1/2022 - Correction Deputy Registrar

Section I. Elected Officials shall be entitled to the salary as set below, and benefits as may be permissible under the law and Memorandum of Understanding between the City of Camden and The State of New Jersey

Elected Officials		
Mayor	110,000	160,000
Council President	-	36,000
Council Member	-	33,000

Section II. The employees listed in this section shall be entitled to all benefits as set for classified service except overtime payments.
The salaries for the following department heads shall be as follows:

Department Directors and Assistant Department Directors

Business Administrator	85,000	155,000
City Attorney	80,000	175,000
Department Directors	75,000	150,000

Section III. The employees listed in this section shall be entitled to all benefits as set for classified service except payments. The salaries for the City Attorney's Office shall be as follows:

City Attorney's Office

First Assistant City Attorney	75,000	120,000
Counsel to the Mayor/Counsel to City Council	1	100,000
Supervising Litigation Attorney	70,000	110,000
Assistant City Attorney General & Litigation	60,000	110,000
Municipal Prosecutor	60,000	110,000

Section IV. This section sets the rates of pay for those positions in the Classified Service which are Managerial and or Confidential and are excluded from the collective bargaining process.
These positions shall receive benefits equal to those of the classified for vacation, retirement, longevity and Overtime pay shall be only for those hours, days and purposed performed with the prior approval of the Business Administrator

Managerial and/or Confidential Titles

Assistant Business Administrator	65,000	125,000
Assistant Director of Finance	75,000	110,000
Chief Financial Officer	-	175,000
Comptroller	1	90,000
Director of Data Processing	1	105,000
Fiscal Analyst	50,000	85,000
Insurance Manager	60,000	85,000
Municipal Emergency Management Coordinator	1	65,000
Personnel Officer	75,000	95,000
Project Coordinator Redevelopment	45,000	75,000
Registrar of Vital Statistics	12,000	75,000

Section V.

The employees listed in this section shall be entitled to all benefits as set for classified service except overtime payments.

Unclassified Titles

Aide to the Mayor	34,802	79,500
Confidential Assistant	34,809	79,500
Confidential Aide	34,809	79,500
Attorney - A.B.C.	2,500	12,500
Attorney - Affirmative Action Review Council	1	8,000
Attorney - B.O.A.	13,845	25,631
Attorney - Municipal Personnel Defender	36,061	68,508
Attorney - Planning Board	10,342	18,869
Attorney - Rent Control Board (50.00 per billable hour)	2,700	4,235
Attorney - Rooming and Boarding Home Licensing Bd.	1	4,893
City Treasurer	76,200	95,000
Deputy Municipal Clerk	51,200	62,424
Judge of the Municipal Court	81,600	114,444
Judge of the Municipal Court (Part Time)	30,979	58,678
• Municipal Clerk	93,771	133,043
Municipal Court Director	70,968	130,000
Municipal Engineer	95,500	145,000
Secretary Board/Commission	1,000	9,145
• Tax Assessor	93,771	125,318
• Tax Collector	93,771	125,318
Tax Search Officer (Part Time)	5,058	15,000

* Entitled to Salary Increases

Section VI.

The employees of these titles are entitled to all benefits as set for the classified section.

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Confidential Secretary to the Mayor	01336							84,734
Confidential Secretary to the Mayor (Part-time)	01336							40,867
Secretary to the ABC Board	06982	5,673	5,939	6,523	6,728	7,155	7,426	7,709

Section VII.

This section sets the rates as approved for those titles covered by those agreements. In any instances bilingual designations are required, the rate shall be as defined in the basic title. Any part time positions be paid on a pro rata basis salary grades.

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
* Account Clerk	00001	33,379	34,961	38,475	40,312	41,748	43,232	44,787
* Accountant	00004	50,075	52,492	57,862	60,107	62,440	64,870	67,395
* Accounting Assistant	50451	39,648	41,542	45,753	47,957	49,696	51,500	53,384
* Administrative Analyst	00010	54,629	57,272	63,150	66,218	68,788	71,467	74,258
** Administrative Clerk	00020	50,034	52,299	57,334	62,759	68,122	70,663	73,297
** Administrative Secretary	00112	58,004	60,655	66,548	72,726	78,593	81,132	83,777
** Affirmative Action Officer	00233@	71,126	74,596	82,306	89,768	97,924	101,772	105,775
* Analyst Grant Applications	00259	56,574	59,317	65,409	68,592	71,161	73,895	76,597
* Architect	00276@	64,121	67,239	74,171	78,387	79,658	85,391	89,102
* Assistant Administrative Analyst	00302@	44,983	47,144	51,951	54,463	56,461	58,535	60,698
* Assistant Animal Control Officer	00312@	46,846	49,188	54,108	56,813	59,085	61,448	63,907
* Assistant Assessor	00317@	50,967	53,427	58,897	61,757	64,045	65,539	68,900
* Assistant Chief Housing Inspector	00387	63,473	66,560	69,801	73,204	76,062	79,037	82,129
** Assistant Engineer	00518	86,205	89,653	93,239	96,968	100,847	104,881	109,076

* CMAA Supervisor, Unit

** CMAA Supervisor, Unit

6/1/22 - Correction Deputy Registrar

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
** Assistant Municipal Clerk	00617	51,807	54,311	59,873	65,870	71,806	74,610	77,523
** Assistant Municipal Clerk*		0	0	0	0	0	0	85,432
** Assistant Municipal Tax Collector	00627@	74,166	77,787	85,834	94,509	103,261	107,319	113,830
** Assistant Payroll Supervisor	00639	54,358	56,392	60,911	65,779	69,642	71,764	73,983
* Assistant Planner	00645	48,825	51,178	56,411	59,143	61,330	63,597	65,965
** Assistant Public Works Superintendent	00671	56,066	58,783	64,820	71,325	77,771	80,813	83,976
** Assistant Purchasing Agent	00673	51,807	54,310	59,873	65,870	71,807	74,610	77,523
* Assistant Superintendent of Weights & Measures	00445	41,796	43,799	48,250	53,048	57,695	59,816	62,036
* Assistant Traffic Engineer	00795	67,588	70,882	78,198	86,083	93,786	97,361	101,071
* Assistant Violations Clerk	00806	39,648	41,542	45,753	47,957	49,696	51,500	53,384
* Assistant Zoning Officer (Part Time)	00822@	0	0	0	0	0	0	7,262
* Auditor	00846	56,574	59,317	65,409	68,592	71,161	73,912	76,597
* Building Inspector (ICS)	00924	65,611	68,806	75,904	79,611	82,724	85,964	89,339
* Building Inspector Apprentice	06969	51,786	57,683	0	0	0	0	0
* Building Maintenance Worker	00929	35,455	37,141	40,886	42,452	44,080	45,775	47,537
* Building Maintenance Worker Low Pressure License	00933	49,701	52,099	57,428	60,212	62,439	64,756	67,163
* Building Service Worker	00938	32,749	34,300	37,745	39,548	40,949	42,404	43,921
** Building Subcode Official (HHS)	05048	70,697	74,144	81,806	90,064	98,060	101,787	105,672
* Carpenter	00971	48,513	50,853	56,049	58,761	60,934	63,182	65,534
* Carpenters Helper	00974	40,524	42,465	46,772	49,021	50,908	52,879	54,925
* Cashier	00976	42,788	44,841	49,401	51,786	53,670	55,641	57,683
** Chief Accountant	01005	63,511	66,598	73,463	80,858	88,210	91,553	96,925
** Chief Assistant Assessor	01016	55,300	57,979	63,930	70,343	76,824	79,827	82,946
** Chief Clerk	01037	58,004	60,655	66,548	72,726	78,593	81,132	83,777
** Chief Community Relations Specialist	01107	67,578	70,870	78,186	85,371	93,118	96,772	100,575
** Chief Housing Inspector	01139	60,796	63,749	70,310	77,383	84,389	87,698	91,138
** Chief Landscape Architect	01150	60,796	63,749	70,310	77,383	84,389	87,698	91,138
** Chief License Inspector	01153	60,038	62,953	69,431	76,409	83,215	86,366	89,642
** Chief Sanitation Inspector	01209	48,226	50,550	55,724	61,285	66,643	69,239	71,939
* Claims Examiner Workmens Compensation	01241	47,694	49,843	54,616	59,773	63,941	67,763	80,395
* Clerk 1	01245	31,507	32,998	36,304	38,036	39,374	40,775	42,218
* Clerk 2	03247	34,810	36,463	40,135	42,058	43,561	45,118	46,748
* Clerk 3	02773	39,016	40,881	45,023	47,189	48,892	50,670	52,513
* Clerk 3 (Principal Personnel Clerk)	02773	54,893	57,551	60,799	63,161	65,618	68,176	70,833
** Clerk 4	03859	38,930	40,789	44,921	49,376	53,670	55,641	57,683
* Clerk Stenographer 1	01260	35,262	36,939	40,664	42,609	44,135	45,720	47,373
* Clerk Stenographer 2	03253	37,149	38,919	42,855	44,911	46,524	48,207	49,954
* Clerk Stenographer 3	02777	40,910	42,867	47,220	49,494	51,292	53,163	55,107
** Clerk Stenographer 4	03862@	40,930	42,890	47,244	51,936	56,299	58,475	60,751
* Clerk Transcriber	01266	34,650	36,296	39,951	41,858	43,465	45,135	46,870
* Clerk Typist 1, Evidence Handling	23239	35,812	37,514	41,301	43,277	44,780	46,391	48,064
* Code Enforcement Officer	01285	49,128	51,497	53,985	56,596	59,340	62,220	65,244
* Community Organization Specialist	01303	37,439	39,224	43,189	45,264	46,369	48,046	49,782
* Community Service Aide	01313	32,611	34,154	37,583	39,377	40,839	42,404	43,921
* Community Service Worker	01319	35,004	36,667	40,364	42,296	43,802	45,376	47,010
* Complaint Investigator	01324	40,278	42,205	46,487	48,725	50,495	52,332	54,250
* Computer Service Technician	07605	52,083	54,601	60,204	63,120	65,424	67,971	70,620
** Construction Official	05045	84,320	87,559	97,001	102,715	106,755	110,956	115,324
* Contract Administrator 1	51254	64,443	67,578	74,546	82,056	89,634	93,146	98,783
* Contract Compliance Representative	04883	61,273	66,689	70,705	76,612	79,121	81,741	85,742
** Coordinator for Federal & State Aid	01355	66,046	69,262	76,407	84,105	91,884	95,493	99,243

* City of New Orleans Civil Service Commission Unit

6/1/22 - Correction Deputy Registrar

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
** Coordinator of Monitoring & Evaluation	04716	60,142	63,062	69,551	76,545	83,475	86,743	90,143
** Coordinator of Motor Vehicle Repair	07607	84,197	88,270	96,923	102,736	108,011	112,118	116,452
** Coordinator of Volunteers	01371	60,142	63,062	69,552	76,545	83,475	86,743	90,143
* Cost Estimator Property Improvement	01379	52,716	55,267	60,930	63,892	66,268	68,737	71,302
* Court Interpreter S&E	07959	50,075	52,492	57,862	60,107	62,440	64,870	67,395
* Customer Service Representative	01459	45,331	47,511	52,356	54,884	56,979	59,081	61,266
* Customer Service Representative Bil. in Spanish & English	08033	45,331	47,511	52,356	54,884	56,979	59,081	61,266
* Data Control Clerk	01468	36,530	38,267	42,134	44,152	45,738	47,389	49,102
* Data Entry Operator 1	53292	34,581	36,223	39,872	41,779	43,274	44,828	46,433
* Data Entry Operator 2	53293	38,477	40,314	44,396	46,530	48,208	49,956	51,772
* Data Entry Operator 3	53294	42,616	44,661	49,203	51,101	53,077	55,130	57,265
** Data Entry Operator 4	53295	50,968	53,430	58,900	64,191	69,978	72,707	75,546
* Data Processing Programmer	01474	47,557	49,849	54,940	57,597	59,725	62,115	64,422
* Data Processing Programmer Trainee	01475	46,223	0	0	0	0	0	0
** Deputy Municipal Court Administrator	07796	58,005	60,655	66,548	72,726	78,592	81,132	83,777
* Deputy Municipal Court Administrator	07903	58,005	60,655	66,548	72,726	78,592	81,132	83,777
** Bilingual S/E	05120	55,465	58,154	64,126	67,248	69,766	72,466	76,597
** Deputy Registrar of Vital Statistics	05780	85,880	88,904	98,862	104,790	110,172	114,359	118,781
** Deputy Tax Assessor	55503	70,264	73,690	81,605	85,598	88,952	92,442	96,069
* Economic Development Rep. 2								
* Director of Economic and Industrial Development	01595@	91,249	95,663	105,042	111,341	117,060	121,509	126,206
** Director of Licenses	07163	67,578	70,870	78,186	85,371	93,118	96,772	100,575
** Director of Inspections	01607@	85,880	90,035	98,862	104,790	110,172	114,359	118,781
* Director of Neighborhood Preservation Program	02569	85,880	90,035	98,862	104,790	110,172	114,359	118,781
** Director of Youth Services	01651	85,880	90,035	98,862	104,790	110,172	114,359	118,781
** Electrical Inspector (ICS)	01699	65,611	68,806	75,904	79,611	82,724	85,964	89,339
** Electrical Subcode Official (HHS)	05046	77,835	81,656	90,114	94,532	98,060	101,787	105,672
* Electrician	01706	48,513	50,853	56,049	58,761	60,934	63,182	65,534
* Electrician Helper	01710	40,524	42,465	46,772	49,021	50,908	52,879	54,925
** Elevator Subcode Official	07928	70,697	74,144	81,806	90,064	98,060	101,787	105,672
* Employee Benefits Clerk	04758	34,383	36,017	39,644	41,533	42,967	44,508	46,106
* Employee Benefits Specialist	01728	36,910	38,668	42,576	44,617	46,289	48,028	49,844
* Engineering Aide	01733	40,349	42,277	46,569	48,809	50,693	52,650	54,686
* Equipment Operator	01746	41,499	43,486	47,905	50,214	52,050	53,947	55,922
** Executive Assistant	04586	0	0	0	0	0	0	117,594
* Garage Attendant	01877	36,642	38,387	42,265	44,290	45,960	47,695	49,513
* Gardener	01883	40,800	42,752	47,093	49,358	51,159	53,024	54,964
** General Supervisor Laboring	06635	49,444	51,828	57,127	62,839	68,500	71,167	73,945
** General Supervisor Parks	06699	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** General Supervisor, Public Works	06652	57,032	59,797	63,177	65,634	71,553	74,344	77,249
* GIS Specialist 3	03176	64,544	67,771	74,548	78,276	81,406	84,662	88,049
* GIS Specialist Trainee	03174	56,939	0	0	0	0	0	0
* Graphic Artist 1	54593	58,250	60,580	63,003	65,523	68,144	70,870	73,705
* Graphic Artist 2	54604	65,101	67,705	70,413	73,230	76,159	79,205	82,374
* Heavy Equipment Operator	02001@	49,622	52,017	57,339	60,116	62,439	64,756	67,163
* Historic Preservation Specialist	15679	56,574	59,317	65,409	68,592	71,161	73,819	76,597
** Housing Coordinator	02065	66,346	69,578	76,361	83,822	91,209	94,788	98,511
* Housing Inspector	02071	49,128	51,497	53,985	56,596	59,340	62,220	65,244
* Industrial Representative	02095	56,574	59,317	65,409	68,592	71,161	73,819	76,597
* Interviewer, Courts	06207	45,331	47,511	52,357	54,884	56,979	59,081	61,267

* City of New York - Health
* New York State - Health

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
* Interviewer, Courts, Bilingual Spanish & English	07573	45,331	47,511	52,357	54,884	56,979	59,081	61,267
* Investigator A.B.C.	02175	0	0	0	0	0	0	10,757
* Investigator Public Works	05217	52,033	54,548	60,138	63,054	65,389	68,012	70,544
* Job Developer	02217	70,796	74,336	81,769	85,858	89,292	92,864	96,579
* Keyboarding Clerk 1	01268	32,449	33,985	37,397	39,176	40,562	42,010	43,511
* Keyboarding Clerk 2	03258@	35,812	37,515	41,301	43,277	44,780	46,390	48,064
* Keyboarding Clerk 3	02781	40,014	41,927	46,182	48,405	50,116	51,941	53,832
** Keyboarding Clerk 4	03864@	39,834	41,738	45,970	50,534	54,892	56,910	59,005
* Laborer 1	02248	37,649	39,445	43,436	45,517	47,160	48,861	50,639
* Laborer 1 (Laborer Heavy)	02248	39,402	41,285	45,471	47,654	49,383	51,173	53,048
** Laborer 3	06633	46,901	49,159	54,178	58,584	64,947	67,470	70,099
* Landscape Architect	02256@	46,409	48,644	53,606	56,197	58,349	60,595	62,931
* Legal Secretary	07675	51,763	53,833	55,986	58,226	60,555	62,977	65,496
* Legal Stenographer	02279	39,016	40,881	45,023	47,189	48,892	50,670	52,513
* License Inspector	02292	48,425	50,760	55,947	58,661	60,686	62,916	65,244
* License Inspector Bil. In S&E	05785	48,425	50,760	55,947	58,661	60,686	62,916	65,244
* Loan Advisor	05136	40,707	42,654	46,982	49,245	51,109	53,052	55,075
* Mail Clerk	02320	42,632	44,676	49,218	51,597	53,475	55,438	57,485
* Maintenance Repairer	02328	39,662	41,557	45,771	47,971	49,720	51,530	53,415
** Maintenance Superintendent	02384	67,578	70,870	78,186	85,371	93,118	96,772	100,575
* Maintenance Supervisor, Grounds	06731	46,901	49,159	54,178	58,584	64,947	67,470	70,099
* Maintenance Worker 1, Grounds	01940	37,239	39,014	42,960	45,021	46,702	48,391	50,145
* Management Information Systems Specialist	04354	91,249	95,663	105,042	111,341	117,060	121,509	126,206
** Material Management Coordinator	05702	57,950	60,762	67,008	70,273	73,014	75,863	78,830
* Mechanic	02434	44,798	46,948	51,734	54,236	56,226	58,287	60,446
* Mechanic (Diesel)	02440	46,628	48,871	53,861	56,466	58,546	60,708	62,955
* Mechanic Fire Apparatus	02441	46,994	49,259	54,286	56,913	59,014	61,194	63,465
* Mechanic's Helper	02456@	39,402	41,285	45,471	46,318	47,995	49,734	51,554
* Motor Broom Driver	05565	41,499	43,486	47,905	50,214	52,050	53,947	55,922
** Municipal Court Administrator	07795	78,549	82,349	90,423	95,845	100,768	104,597	108,641
* Municipal Court Attendant	02524	0	0	0	0	0	0	56,834
* Network Administrator 1	10107	78,577	82,505	90,756	95,293	99,107	103,070	107,193
* Network Administrator 2	10108	84,948	89,195	98,115	103,020	107,142	111,428	115,884
* Omnibus Operator	05594	36,716	38,463	42,349	43,976	45,664	47,420	49,248
* Paralegal Specialist	02593	63,038	65,559	68,181	70,905	76,820	79,770	82,837
* Parking Enforcement Officer	07305	39,531	41,423	45,621	47,816	49,546	51,352	53,227
* Payroll Clerk	02634	34,383	36,017	39,644	41,533	42,967	44,508	46,106
** Payroll Supervisor	02636	64,561	67,642	74,487	81,865	89,181	92,626	96,216
* Personnel Aide	02685	55,500	57,720	60,029	62,430	64,927	67,524	70,225
* Personnel Assistant	02648@	71,548	75,430	80,628	83,193	87,075	90,956	94,841
* Planning Aide	02685	36,910	38,668	42,576	44,617	46,289	48,028	49,844
** Planning Director	02686	85,880	90,035	98,862	104,790	110,172	114,359	118,781
* Plumbing Inspector (ICS)	02704	65,611	68,806	75,904	79,611	82,724	85,964	89,339
** Plumbing Subcode Official (HHS)	05056	70,697	74,144	81,806	90,064	98,060	101,787	105,672
* Principal Account Clerk	02755	39,648	41,542	45,753	47,957	49,696	51,500	53,384
* Principal Account Clerk (Typing)		40,559	42,501	46,812	49,068	50,915	52,767	54,710
* Principal Cashier	02771	48,263	50,589	55,758	58,461	60,651	62,891	65,228
* Principal Clerk Transcriber	02779	40,288	42,215	46,499	48,737	50,619	52,571	54,608
* Principal Community Organization Specialist	02785@	42,914	44,973	49,546	51,939	53,912	55,977	58,122
* Principal Data Control Clerk	04646	42,912	44,970	49,544	51,938	53,835	55,808	57,860
* Principal Employee Benefits Clerk	04936	42,191	44,212	48,706	51,058	53,029	55,080	57,215

* OMA 1000-5 - 10/1/2011
 * OMA 1000-5 - 10/1/2011

6/1/22 - Correction Deputy Registrar

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
* Principal Engineering Aide	02804	51,569	54,061	59,596	61,912	64,319	66,822	69,425
* Principal Legal Stenographer	02819	50,032	52,448	57,812	60,615	64,511	66,903	69,384
* Principal Mail Clerk		56,015	58,256	60,586	63,009	65,530	68,151	70,877
* Principal Payroll Clerk	02831	54,893	57,552	60,798	63,161	65,618	68,176	70,833
* Principal Planner	02837	56,574	59,317	65,409	68,592	71,161	73,819	76,597
* Principal Planner Community Development Program	05335	56,574	59,317	65,409	68,592	71,161	73,819	76,597
* Principal Planning Aide	02840	45,336	47,516	52,361	54,892	56,982	59,172	61,450
* Principal Purchasing Assistant	02847	42,191	44,212	48,706	51,058	53,029	55,080	57,215
* Principal Storekeeper	02852	54,427	57,062	62,914	65,972	68,434	70,990	73,652
* Printing Machine Operator 1	02571	40,435	42,368	46,667	48,914	50,693	52,533	54,458
* Printing Machine Operator 2	22533	48,775	51,127	56,354	59,086	61,266	63,539	65,901
* Printing Machine Operator 3	22534	51,127	53,594	59,091	61,951	64,210	66,710	69,308
** Printing Machine Operator 4	22535	53,594	56,187	61,958	64,963	67,333	69,957	72,686
* Program Analyst	02871	54,629	57,272	63,150	66,218	68,788	71,467	74,258
** Program Coordinator Demolition	05679	72,428	75,687	78,946	82,205	85,465	88,724	91,983
* Program Monitor	04700	53,136	55,707	61,416	64,401	66,793	69,286	71,881
* Project Coordinator Construction	02883	68,590	71,932	79,360	87,368	95,188	98,809	102,583
* Project Manager, Data Processing	53023	109,351	0	0	0	0	0	0
* Property Clerk	02894	34,809	36,463	40,136	42,059	43,561	45,118	46,748
* Public Information Officer	02927	43,675	45,771	50,430	52,869	54,800	56,819	59,419
* Public Works Inspector	02933	48,797	51,151	56,378	59,110	61,294	63,566	65,929
** Public Works Superintendent	02936	67,578	70,870	78,186	85,371	93,118	96,772	100,575
** Purchasing Agent	02952	91,249	95,663	105,042	111,341	117,060	121,509	126,206
* Purchasing Assistant	02952	34,383	36,017	39,644	41,533	42,967	44,508	46,106
* Purchasing Expediter	02956	44,983	47,144	51,951	54,463	56,464	58,535	60,705
* Radio Dispatcher	02958	41,480	43,467	47,885	50,190	52,017	53,916	55,901
* Radio Dispatcher Typing	02959	42,335	44,365	48,876	51,183	53,009	54,909	56,893
* Radio Technician	02965	56,806	59,849	62,893	65,936	68,979	72,023	75,066
** Real Estate Officer	02974	81,296	84,249	90,811	97,883	104,889	108,198	111,639
* Receptionist	02976	31,507	32,998	36,304	38,036	39,374	40,775	42,218
* Recorder Operator Courts	04873	33,413	34,997	38,517	40,361	41,903	43,511	45,181
* Records Management Analyst	05429	52,543	55,085	60,744	63,689	66,013	68,586	71,262
** Records Manager	06382	64,462	68,213	72,183	76,385	80,830	85,534	90,513
* Records Support Technician 1	56562	34,810	36,202	37,650	39,156	40,723	42,351	44,045
* Records Support Technician 2	56563	39,015	40,576	42,200	43,887	45,643	47,468	49,368
* Records Support Technician 3	56564	43,697	45,445	47,263	49,153	51,119	53,164	55,290
* Recreation Aide	02983	30,192	31,612	34,775	37,745	39,081	40,467	41,912
* Recreation Leader	02993	36,247	37,972	41,809	43,816	45,448	47,160	48,937
* Recreation Program Coordinator	03018	55,280	57,955	63,905	67,015	69,620	72,337	75,159
** Recreation Supervisor	03020	43,818	45,922	50,598	55,639	60,636	62,979	65,438
* Relocation Officer (Part Time)	03060@	0	0	0	0	0	0	13,057
** Rent Regulation Officer	05681	61,478	64,465	71,102	74,570	77,376	80,291	83,322
* Research Assistant	03069	49,216	51,590	56,865	59,622	61,820	64,117	66,500
** Risk Manager	07390	91,249	95,663	105,042	111,341	117,060	121,509	126,206
** Road Repairer Superintendent	03803	67,578	70,870	78,186	85,371	93,118	96,772	100,575
* Sanitation Inspector	03110	47,557	49,849	54,947	57,602	59,696	62,015	64,422
** Secretarial Assistant	03127	44,994	47,027	51,547	56,414	60,278	62,399	64,618
* Secretary Board/Commission (Part Time)	07419	1,287	0	0	0	0	0	11,769
* Secretary Board/Commission (Full Time)	07419	50,723	53,179	58,638	62,109	64,532	67,050	69,667
* Security Guard	06124	36,246	37,971	41,807	43,814	45,381	47,012	48,711
* Senior Account Clerk	03165@	37,149	38,919	42,855	44,911	46,524	49,169	49,954
* Senior Administrative Analyst	03173@	64,443	67,578	74,546	82,056	89,634	93,146	98,783

* 2015 Non-Sup. Salary List
C.F.A. Supervisory List

6/1/22 - Correction Deputy Registrar

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
* Senior Auditor	03196@	62,359	65,390	72,125	75,138	77,869	80,913	84,081
* Senior Building Maintenance Worker	03227	37,356	39,136	43,100	45,164	46,793	48,594	50,469
** Senior Budget Examiner	03223	80,513	84,409	92,684	98,241	103,287	107,212	111,357
* Senior Building Maintenance Worker								
* Low Pressure License	03228	52,099	54,617	60,221	63,139	65,441	68,454	70,639
* Senior Cashier	03236	45,224	47,399	52,230	54,754	56,762	58,852	61,035
* Senior Clerk Transcriber	03255	36,531	38,270	42,136	44,157	45,853	47,619	49,453
* Senior Community Relations Specialist	03265@	45,788	47,990	52,885	55,440	57,485	59,606	61,802
* Senior Community Service Worker	03269@	40,707	42,654	46,982	49,245	51,109	53,052	55,075
** Senior Computer Service Technician	07691	57,953	60,765	67,258	70,533	73,284	76,147	79,122
* Senior Data Control Clerk	03294	39,710	41,609	45,827	48,033	49,760	51,567	53,454
* Senior Data Processing Programmer	03295	54,784	57,435	60,677	61,834	64,238	66,738	69,338
* Senior Electrician	03308	53,210	55,784	61,502	63,893	66,380	68,964	71,653
** Senior Engineer	03314	87,043	90,982	90,163	105,341	109,356	115,917	120,438
* Senior Engineering Aide	03320	44,093	46,209	50,915	53,370	55,326	57,366	59,477
* Senior Gardener	03341	35,004	36,667	40,364	42,296	43,802	45,376	47,010
* Senior Historic Preservation Specialist	15680	59,482	62,368	68,785	72,137	74,956	77,767	80,701
* Senior Housing Inspector	03368	57,539	60,387	63,258	66,335	68,918	71,605	74,399
* Senior Landscape Architect	04407	53,136	55,707	61,416	64,401	66,793	69,286	71,881
* Senior Legal Stenographer	03405	43,117	45,185	49,784	52,184	54,202	56,297	58,484
* Senior Mail Clerk	20433	50,018	52,019	54,099	56,263	58,514	60,855	63,289
* Senior Maintenance Repairer	03425	43,484	45,572	50,211	52,635	54,560	56,557	58,644
* Senior Mechanic	03459	46,994	49,259	54,286	56,913	59,014	61,194	63,465
* Senior Mechanic (Diesel)	04561	48,833	51,189	56,421	59,150	61,337	63,608	65,975
* Senior Payroll Clerk	03496	38,133	39,954	43,997	46,111	47,742	49,479	51,275
** Senior Personnel Assistant	04982	91,296	95,578	99,889	104,186	108,482	112,779	117,079
* Senior Planner Economic Dev.	04569	53,136	55,707	61,416	64,401	66,793	69,286	71,881
* Senior Planning Aide	03512	39,744	41,645	45,867	48,077	49,832	51,641	53,522
* Senior Program Development Specialist								
* Community Service	06931	59,482	62,368	68,785	72,137	74,956	77,767	80,701
* Senior Program Monitor	05399	65,398	68,582	75,655	79,350	82,345	85,453	88,697
* Senior Public Works Inspector	03539	52,033	54,548	60,138	63,054	65,389	68,012	70,544
* Senior Purchasing Assistant	03547	38,133	39,954	43,997	46,111	47,742	49,479	51,275
* Senior Sanitation Inspector	03572	53,708	56,310	62,083	63,515	65,585	68,011	70,544
* Senior Security Guard	06257	42,750	44,460	46,238	48,088	50,011	52,012	54,092
* Senior Storekeeper	03600	48,797	51,151	56,378	59,110	61,294	63,566	65,929
* Senior Traffic Maintenance Worker	03625	48,750	50,944	53,236	55,632	58,135	60,751	63,482
* Senior Traffic Signal Electrician	03626	53,210	55,784	61,502	63,893	66,380	68,964	71,653
** Senior Training Technician	05614	57,953	60,765	67,258	70,533	73,284	76,147	79,122
* Senior Youth Group Worker	03657	57,299	59,590	61,974	64,453	67,031	69,712	72,501
* Signal Systems Technician 1	03714	55,267	57,478	59,776	62,168	64,654	67,241	69,930
* Signal Systems Technician 2	03589	57,407	59,705	62,092	64,577	67,159	69,846	72,639
* Social Service Assistant	04623	36,948	38,711	42,621	44,667	46,270	47,940	49,679
* Storekeeper	03779	42,644	44,691	49,234	51,609	53,489	55,460	57,494
* Storekeeper Automotive	03781	44,946	47,106	51,907	54,417	56,412	58,485	60,646
* Substance Abuse Counselor 1	63114	57,108	59,875	66,028	69,241	71,829	74,524	77,325
** Superintendent of Recreation	03834@	67,578	70,870	78,186	85,371	93,118	96,772	100,575
** Superintendent of Weights & Measures	01428	65,660	68,856	75,959	82,935	90,456	94,005	97,697
** Supervising Account Clerk	03848	42,411	44,445	48,964	53,832	57,695	59,816	62,036
** Supervising Administrative Analyst	03850@	72,406	75,939	83,790	91,390	99,692	103,609	107,688
** Supervising Animal Control Officer	05999	74,166	77,541	80,916	84,291	87,666	91,041	94,424

* OCA Non-Supervisory Unit
 ** OCA Supervisory Unit

6/1/22 - Correction Deputy Registrar

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
** Supervising Building Service Low Pressure License	06468	47,780	50,084	55,200	60,709	66,791	68,498	71,051
** Supervising Cashier	03857@	52,666	55,212	60,872	66,972	73,014	75,863	78,830
** Supervising Clerk Transcriber	03863@	40,312	42,241	46,526	50,676	55,207	57,346	59,570
** Supervising Data Control Clerk	03872	49,782	52,184	57,521	63,272	68,718	71,144	73,671
** Supervising Electrician	06605	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** Supervising Engineering Aide	03881	54,093	56,712	62,528	68,795	75,006	77,938	80,987
** Supervising Health Insurance Benefits Clerk	03887@	54,855	57,350	62,895	68,867	74,522	77,043	79,667
** Supervising Maintenance Repairer	07338	49,443	51,827	57,127	62,840	68,499	71,168	73,945
Supervising Maintenance Worker, Grounds	06731	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** Supervising Mechanic	06724	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** Supervising Mechanic Fire Apparatus	06726	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** Supervising Planner	05137	67,662	70,958	78,282	85,371	93,118	96,774	100,575
** Supervising Program Analyst	03927	60,796	63,749	70,310	77,383	84,389	87,698	91,138
** Supervising Property Clerk	05519	39,834	41,738	45,970	50,534	54,892	56,910	59,006
** Supervising School Traffic Guard	03937	56,171	58,890	64,930	70,775	77,166	81,772	85,841
** Supervising Youth Group Worker	03945@	58,901	61,257	63,707	68,256	71,662	74,529	77,452
** Supervisor Demolition	06910	54,727	57,375	63,263	69,131	74,975	77,497	80,126
** Supervisor of Accounts	03969	49,180	51,553	56,824	62,508	68,249	70,907	73,672
** Supervisor of Collection of Revenue		59,081	61,948	68,318	75,186	81,987	85,204	88,533
** Supervisor of Motor Pool	05971	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** Supervisor of Real Estate Sales	04060	45,285	47,461	52,301	57,516	62,686	65,119	67,659
** Supervisor of Senior Citizens Activities	04069	46,611	48,854	53,840	59,212	64,534	67,044	69,708
** Supervisor of Telephone Systems	04080	41,628	43,623	46,060	49,216	53,615	55,688	57,847
** Supervisor Public Works	06650	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** Supervisor Traffic Maintenance	06816	55,421	58,106	61,387	63,772	69,520	72,230	75,049
* Tax Searcher	04130	43,167	45,238	49,841	52,248	54,155	56,144	58,208
Technical Assistant Contract Administration	62844	51,187	53,629	59,054	61,884	64,118	66,431	68,849
Technical Assistant to the Construction Official	05193	45,232	47,410	52,242	54,770	56,756	58,831	60,981
Technician, Management Information Systems	53099	54,783	57,435	60,678	61,834	64,238	66,738	69,338
* Telecommunications Systems Analyst	07604	49,656	52,051	57,377	63,112	68,788	71,467	74,258
* Telephone Operator	04145@	38,200	40,023	44,073	46,190	47,859	49,594	51,397
* Tractor Trailer Driver	04179	41,499	43,486	47,905	50,214	52,050	53,947	55,922
* Traffic Maintenance Worker	04189	40,278	42,205	46,487	48,277	50,138	52,075	54,088
* Traffic Signal Electrician	04192	48,513	50,853	56,049	58,761	60,934	63,182	65,534
Traffic Signal Superintendent 1	00799	67,578	70,870	78,186	85,371	93,118	96,772	100,575
Traffic Signal Superintendent 2	04196	70,211	73,635	81,244	88,714	96,772	100,572	104,528
** Traffic Signal Supervisor 1	06819	59,634	62,530	68,957	71,652	74,448	77,356	80,381
** Traffic Signal Supervisor 2	04082	61,950	64,961	71,645	74,448	77,356	80,381	85,317
* Traffic Signal Technician 1	04195	55,267	57,945	63,892	66,380	68,964	71,652	74,449
* Traffic Signal Technician 2	05219	57,408	60,192	66,373	68,964	71,652	74,448	77,409
* Training Technician	04207	53,594	56,187	61,958	64,963	67,333	69,957	72,686
* Tree Maintenance Worker 1	04220	41,285	43,263	47,666	49,956	51,764	53,764	55,846
* Truck Driver	04222	40,800	42,752	47,093	49,358	51,159	53,024	54,964
** Violations Clerk	04244	75,155	79,028	86,776	91,979	96,703	100,379	104,259
* Weights and Measures Apprentice	04201	0	0	0	0	0	0	40,075
* Welder	04305	44,798	46,948	51,734	54,236	56,226	58,287	60,446
* Youth Group Worker	04333	53,813	55,965	58,204	60,532	61,742	62,977	64,237

On A Non-Supervisory Unit
1200 Supervisory Unit

6/1/22 - Correction Deputy Registrar

	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
*	Youth Group Worker Bil. In S&E	04334	52,500	54,600	56,784	59,055	60,236	61,441	62,670
*	Youth Services Counselor	04336	58,529	60,870	63,304	65,837	68,470	71,209	74,057
*	Zoning Officer (Part Time)	04338	0	0	0	0	0	0	8,011

6/1/22 - Correction Deputy Registrar

1.0000 - Non-Supervisory Staff
1.0000 - Supervisory Staff

Section I.

Elected Officials shall be entitled to the salary as set below, and benefits as may be permissible under the law and Memorandum of Understanding between the City of Camden and The State of New Jersey

Elected Officials		
Mayor	110,000	160,000
Council President	-	36,000
Council Member	-	33,000

Section II.

The employees listed in this section shall be entitled to all benefits as set for classified service except overtime payments.
The salaries for the following department heads shall be as follows:

Department Directors and Assistant Department Directors

Business Administrator	85,000	155,000
City Attorney	80,000	175,000
Department Directors	75,000	150,000

Section III.

The employees listed in this section shall be entitled to all benefits as set for classified service except payments. The salaries for the City Attorney's Office shall be as follows:

City Attorney's Office

First Assistant City Attorney	75,000	120,000
Counsel to the Mayor/Counsel to City Council	1	100,000
Supervising Litigation Attorney	70,000	110,000
Assistant City Attorney General & Litigation	60,000	110,000
Municipal Prosecutor	60,000	110,000

Section IV.

This section sets the rates of pay for those positions in the Classified Service which are Managerial and or Confidential and are excluded from the collective bargaining process.
These positions shall receive benefits equal to those of the classified for vacation, retirement, longevity and Overtime pay shall be only for those hours, days and purposed performed with the prior approval of the Business Administrator

Managerial and/or Confidential Titles

Assistant Business Administrator	65,000	125,000
Assistant Director of Finance	75,000	110,000
Chief Financial Officer	-	175,000
Comptroller	1	120,000
Director of Data Processing	1	105,000
Fiscal Analyst	50,000	85,000
Insurance Manager	60,000	85,000
Municipal Emergency Management Coordinator	1	65,000
Personnel Officer	75,000	95,000
Project Coordinator Redevelopment	45,000	75,000
Registrar of Vital Statistics	12,000	75,000

Section V.

The employees listed in this section shall be entitled to all benefits as set for classified service except overtime payments.

Unclassified Titles

Aide to the Mayor	34,802	79,500
Confidential Assistant	34,809	79,500
Confidential Aide	34,809	79,500
Attorney - A.B.C.	2,500	12,500
Attorney - Affirmative Action Review Council	1	8,000
Attorney - B.O.A.	13,845	25,631
Attorney - Municipal Personnel Defender	36,061	68,508
Attorney - Planning Board	10,342	18,869
Attorney - Rent Control Board (50.00 per billable hour)	2,700	4,235
Attorney - Rooming and Boarding Home Licensing Bd.	1	4,893
City Treasurer	76,200	95,000
Deputy Municipal Clerk	51,200	62,424
Judge of the Municipal Court	81,600	114,444
Judge of the Municipal Court (Part Time)	30,979	58,678
* Municipal Clerk	93,771	133,043
Municipal Court Director	70,968	130,000
Municipal Engineer	95,500	145,000
Secretary Board/Commission	1,000	9,145
* Tax Assessor	93,771	125,318
* Tax Collector	93,771	125,318
Tax Search Officer (Part Time)	5,058	15,000

* Entitled to Salary Increases

Section VI.

The employees of these titles are entitled to all benefits as set for the classified section.

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Confidential Secretary to the Mayor	01336							84,734
Confidential Secretary to the Mayor (Part-time)	01336							40,867
Secretary to the ABC Board	06982	5,673	5,939	6,523	6,728	7,155	7,426	7,709

Section VII.

This section sets the rates as approved for those titles covered by those agreements. In any instances bilingual designations are required, the rate shall be as defined in the basic title. Any part time positions be paid on a pro rata basis salary grades.

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
* Account Clerk	00001	33,379	34,961	38,475	40,312	41,748	43,232	44,787
* Accountant	00004	50,075	52,492	57,862	60,107	62,440	64,870	67,395
* Accounting Assistant	50451	39,648	41,542	45,753	47,957	49,696	51,500	53,384
* Administrative Analyst	00010	54,629	57,272	63,150	66,218	68,788	71,467	74,258
* Administrative Clerk	00020	50,034	52,299	57,334	62,759	68,122	70,663	73,297
** Administrative Secretary	00112	58,004	60,655	66,548	72,726	78,593	81,132	83,777
** Affirmative Action Officer	00233@	71,126	74,596	82,306	89,768	97,924	101,772	105,775
* Analyst Grant Applications	00259	56,574	59,317	65,409	68,592	71,161	73,895	76,597
* Architect	00276@	64,121	67,239	74,171	78,387	79,658	85,391	89,102
* Assistant Administrative Analyst	00302@	44,983	47,144	51,951	54,463	56,461	58,535	60,698
* Assistant Animal Control Officer	00312@	46,846	49,188	54,108	56,813	59,085	61,448	63,907
* Assistant Assessor	00317@	50,967	53,427	58,897	61,757	64,045	65,539	68,900
* Assistant Chief Housing Inspector	00387	63,473	66,560	69,801	73,204	76,062	79,037	82,129
** Assistant Engineer	00518	86,205	89,653	93,239	96,968	100,847	104,881	109,076

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
** Assistant Municipal Clerk	00617	51,807	54,311	59,873	65,870	71,806	74,610	77,523
** Assistant Municipal Clerk*		0	0	0	0	0	0	85,432
** Assistant Municipal Tax Collector	00627@	74,166	77,787	85,834	94,509	103,261	107,319	113,830
** Assistant Payroll Supervisor	00639	54,358	56,392	60,911	65,779	69,642	71,764	73,983
* Assistant Planner	00645	48,825	51,178	56,411	59,143	61,330	63,597	65,965
** Assistant Public Works Superintendent	00671	56,066	58,783	64,820	71,325	77,771	80,813	83,976
** Assistant Purchasing Agent	00673	51,807	54,310	59,873	65,870	71,807	74,610	77,523
* Assistant Superintendent of Weights & Measures	00445	41,796	43,799	48,250	53,048	57,695	59,816	62,036
* Assistant Traffic Engineer	00795	67,588	70,882	78,198	86,083	93,786	97,361	101,071
* Assistant Violations Clerk	00806	39,648	41,542	45,753	47,957	49,696	51,500	53,384
* Assistant Zoning Officer (Part Time)	00822@	0	0	0	0	0	0	7,262
* Auditor	00846	56,574	59,317	65,409	68,592	71,161	73,912	76,597
* Building Inspector (ICS)	00924	65,611	68,806	75,904	79,611	82,724	85,964	89,339
* Building Inspector Apprentice	06969	51,786	57,683	0	0	0	0	0
* Building Maintenance Worker	00929	35,455	37,141	40,886	42,452	44,080	45,775	47,537
* Building Maintenance Worker Low Pressure License	00933	49,701	52,099	57,428	60,212	62,439	64,756	67,163
* Building Service Worker	00938	32,749	34,300	37,745	39,548	40,949	42,404	43,921
** Building Subcode Official (HHS)	05048	70,697	74,144	81,806	90,064	98,060	101,787	105,672
* Carpenter	00971	48,513	50,853	56,049	58,761	60,934	63,182	65,534
* Carpenters Helper	00974	40,524	42,465	46,772	49,021	50,908	52,879	54,925
* Cashier	00976	42,788	44,841	49,401	51,786	53,670	55,641	57,683
** Chief Accountant	01005	63,511	66,598	73,463	80,858	88,210	91,553	96,925
** Chief Assistant Assessor	01016	55,300	57,979	63,930	70,343	76,824	79,827	82,946
** Chief Clerk	01037	58,004	60,655	66,548	72,726	78,593	81,132	83,777
** Chief Community Relations Specialist	01107	67,578	70,870	78,186	85,371	93,118	96,772	100,575
** Chief Housing Inspector	01139	60,796	63,749	70,310	77,383	84,389	87,698	91,138
** Chief Landscape Architect	01150	60,796	63,749	70,310	77,383	84,389	87,698	91,138
** Chief License Inspector	01153	60,038	62,953	69,431	76,409	83,215	86,366	89,642
** Chief Sanitation Inspector	01209	48,226	50,550	55,724	61,285	66,643	69,239	71,939
* Claims Examiner Workmens Compensation	01241	47,694	49,843	54,616	59,773	63,941	67,763	80,395
* Clerk 1	01245	31,507	32,998	36,304	38,036	39,374	40,775	42,218
* Clerk 2	03247	34,810	36,463	40,135	42,058	43,561	45,118	46,748
* Clerk 3	02773	39,016	40,881	45,023	47,189	48,892	50,670	52,513
* Clerk 3 (Principal Personnel Clerk)	02773	54,893	57,551	60,799	63,161	65,618	68,176	70,833
** Clerk 4	03859	38,930	40,789	44,921	49,376	53,670	55,641	57,683
* Clerk Stenographer 1	01260	35,262	36,939	40,664	42,609	44,135	45,720	47,373
* Clerk Stenographer 2	03253	37,149	38,919	42,855	44,911	46,524	48,207	49,954
* Clerk Stenographer 3	02777	40,910	42,867	47,220	49,494	51,292	53,163	55,107
** Clerk Stenographer 4	03862@	40,930	42,890	47,244	51,936	56,299	58,475	60,751
* Clerk Transcriber	01266	34,650	36,296	39,951	41,858	43,465	45,135	46,870
* Clerk Typist 1, Evidence Handling	23239	35,812	37,514	41,301	43,277	44,780	46,391	48,064
* Code Enforcement Officer	01285	49,128	51,497	53,985	56,596	59,340	62,220	65,244
* Community Organization Specialist	01303	37,439	39,224	43,189	45,264	46,369	48,046	49,782
* Community Service Aide	01313	32,611	34,154	37,583	39,377	40,839	42,404	43,921
* Community Service Worker	01319	35,004	36,667	40,364	42,296	43,802	45,376	47,010
* Complaint Investigator	01324	40,278	42,205	46,487	48,725	50,495	52,332	54,250
* Computer Service Technician	07605	52,083	54,601	60,204	63,120	65,424	67,971	70,620
** Construction Official	05045	84,320	87,559	97,001	102,715	106,755	110,956	115,324
* Contract Administrator 1	51254	64,443	67,578	74,546	82,056	89,634	93,146	98,783
* Contract Compliance Representative	04883	61,273	66,689	70,705	76,612	79,121	81,741	85,742
** Coordinator for Federal & State Aid	01355	66,046	69,262	76,407	84,105	91,884	95,493	99,243

7/1/22 v2.0 Correction Deputy Registrar

City of New Orleans
Office of the Mayor

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
** Coordinator of Monitoring & Evaluation	04716	60,142	63,062	69,551	76,545	83,475	86,743	90,143
** Coordinator of Motor Vehicle Repair	07607	84,197	88,270	96,923	102,736	108,011	112,118	116,452
** Coordinator of Volunteers	01371	60,142	63,062	69,552	76,545	83,475	86,743	90,143
* Cost Estimator Property Improvement	01379	52,716	55,267	60,930	63,892	66,268	68,737	71,302
* Court Interpreter S&E	07959	50,075	52,492	57,862	60,107	62,440	64,870	67,395
* Customer Service Representative	01459	45,331	47,511	52,356	54,884	56,979	59,081	61,266
* Customer Service Representative Bil. In Spanish & English	08033	45,331	47,511	52,356	54,884	56,979	59,081	61,266
* Data Control Clerk	01468	36,530	38,267	42,134	44,152	45,738	47,389	49,102
* Data Entry Operator 1	53292	34,581	36,223	39,872	41,779	43,274	44,828	46,433
* Data Entry Operator 2	53293	38,477	40,314	44,396	46,530	48,208	49,956	51,772
* Data Entry Operator 3	53294	42,616	44,661	49,203	51,101	53,077	55,130	57,265
** Data Entry Operator 4	53295	50,968	53,430	58,900	64,191	69,978	72,707	75,546
* Data Processing Programmer	01474	47,557	49,849	54,940	57,597	59,725	62,115	64,422
* Data Processing Programmer Trainee	01475	46,223	0	0	0	0	0	0
** Deputy Municipal Court Administrator	07796	58,005	60,655	66,548	72,726	78,592	81,132	83,777
* Deputy Municipal Court Administrator	07903	58,005	60,655	66,548	72,726	78,592	81,132	83,777
** Bilingual S/E	05120	55,465	58,154	64,126	67,248	69,766	72,466	76,597
** Deputy Registrar of Vital Statistics	05780	85,880	88,904	98,862	104,790	110,172	114,359	118,781
** Deputy Tax Assessor	55503	70,264	73,690	81,605	85,598	88,952	92,442	96,069
* Economic Development Rep. 2								
* Director of Economic and Industrial Development	01595@	91,249	95,663	105,042	111,341	117,060	121,509	126,206
** Director of Licenses	07163	67,578	70,870	78,186	85,371	93,118	96,772	100,575
** Director of Inspections	01607@	85,880	90,035	98,862	104,790	110,172	114,359	118,781
* Director of Neighborhood Preservation Program	02569	85,880	90,035	98,862	104,790	110,172	114,359	118,781
** Director of Youth Services	01651	85,880	90,035	98,862	104,790	110,172	114,359	118,781
** Electrical Inspector (ICS)	01699	65,611	68,806	75,904	79,611	82,724	85,964	89,339
** Electrical Subcode Official (HHS)	05046	77,835	81,656	90,114	94,532	98,060	101,787	105,672
* Electrician	01706	48,513	50,853	56,049	58,761	60,934	63,182	65,534
* Electrician Helper	01710	40,524	42,465	46,772	49,021	50,908	52,879	54,925
** Elevator Subcode Official	07928	70,697	74,144	81,806	90,064	98,060	101,787	105,672
* Employee Benefits Clerk	04758	34,383	36,017	39,644	41,533	42,967	44,508	46,106
* Employee Benefits Specialist	01728	36,910	38,668	42,576	44,617	46,289	48,028	49,844
* Engineering Aide	01733	40,349	42,277	46,569	48,809	50,693	52,650	54,686
* Equipment Operator	01746	41,499	43,486	47,905	50,214	52,050	53,947	55,922
** Executive Assistant	04586	0	0	0	0	0	0	117,594
* Garage Attendant	01877	36,642	38,387	42,265	44,290	45,960	47,695	49,513
* Gardener	01883	40,800	42,752	47,093	49,358	51,159	53,024	54,964
** General Supervisor Laboring	06635	49,444	51,828	57,127	62,839	68,500	71,167	73,945
** General Supervisor Parks	06699	49,443	51,827	57,127	62,840	68,499	71,168	73,945
** General Supervisor, Public Works	06652	57,032	59,797	63,177	65,634	71,553	74,344	77,249
* GIS Specialist 3	03176	64,544	67,771	74,548	78,276	81,406	84,662	88,049
* GIS Specialist Trainee	03174	56,939	0	0	0	0	0	0
* Graphic Artist 1	54593	58,250	60,580	63,003	65,523	68,144	70,870	73,705
* Graphic Artist 2	54604	65,101	67,705	70,413	73,230	76,159	79,205	82,374
* Heavy Equipment Operator	02001@	49,622	52,017	57,339	60,116	62,439	64,756	67,163
* Historic Preservation Specialist	15679	56,574	59,317	65,409	68,592	71,161	73,819	76,597
** Housing Coordinator	02065	66,346	69,578	76,361	83,822	91,209	94,788	98,511
* Housing Inspector	02071	49,128	51,497	53,985	56,596	59,340	62,220	65,244
* Industrial Representative	02095	56,574	59,317	65,409	68,592	71,161	73,819	76,597
* Interviewer, Courts	06207	45,331	47,511	52,357	54,884	56,979	59,081	61,267

$$P_{\text{max}} = \frac{1}{2} \left(\frac{1}{\alpha} + \frac{1}{\beta} \right) = \frac{1}{2} \left(\frac{1}{0.0001} + \frac{1}{0.0002} \right) = 3750$$

	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
*	Principal Engineering Aide	02804	51,569	54,061	59,596	61,912	64,319	66,822	69,425
*	Principal Legal Stenographer	02819	50,032	52,448	57,812	60,615	64,511	66,903	69,384
*	Principal Mail Clerk		56,015	58,256	60,586	63,009	65,530	68,151	70,877
*	Principal Payroll Clerk	02831	54,893	57,552	60,798	63,161	65,618	68,176	70,833
*	Principal Planner	02837	56,574	59,317	65,409	68,592	71,161	73,819	76,597
*	Principal Planner Community Development Program	05335	56,574	59,317	65,409	68,592	71,161	73,819	76,597
*	Principal Planning Aide	02840	45,336	47,516	52,361	54,892	56,982	59,172	61,450
*	Principal Purchasing Assistant	02847	42,191	44,212	48,706	51,058	53,029	55,080	57,215
*	Principal Storekeeper	02852	54,427	57,062	62,914	65,972	68,434	70,990	73,652
*	Printing Machine Operator 1	02571	40,435	42,368	46,667	48,914	50,693	52,533	54,458
*	Printing Machine Operator 2	22533	48,775	51,127	56,354	59,086	61,266	63,539	65,901
*	Printing Machine Operator 3	22534	51,127	53,594	59,091	61,951	64,210	66,710	69,308
**	Printing Machine Operator 4	22535	53,594	56,187	61,958	64,963	67,333	69,957	72,686
*	Program Analyst	02871	54,629	57,272	63,150	66,218	68,788	71,467	74,258
**	Program Coordinator Demolition	05679	72,428	75,687	78,946	82,205	85,465	88,724	91,983
*	Program Monitor	04700	53,136	55,707	61,416	64,401	66,793	69,286	71,881
*	Project Coordinator Construction	02883	68,590	71,932	79,360	87,368	95,188	98,809	102,583
*	Project Manager, Data Processing	53023	109,351	0	0	0	0	0	0
*	Property Clerk	02894	34,809	36,463	40,136	42,059	43,561	45,118	46,748
*	Public Information Officer	02927	43,675	45,771	50,430	52,869	54,800	56,819	59,419
*	Public Works Inspector	02933	48,797	51,151	56,378	59,110	61,294	63,566	65,929
**	Public Works Superintendent	02936	67,578	70,870	78,186	85,371	93,118	96,772	100,575
**	Purchasing Agent	02952	91,249	95,663	105,042	111,341	117,060	121,509	126,206
*	Purchasing Assistant	02952	34,383	36,017	39,644	41,533	42,967	44,508	46,106
*	Purchasing Expediter	02956	44,983	47,144	51,951	54,463	56,464	58,535	60,705
*	Radio Dispatcher	02958	41,480	43,467	47,885	50,190	52,017	53,916	55,901
*	Radio Dispatcher Typing	02959	42,335	44,365	48,876	51,183	53,009	54,909	56,893
*	Radio Technician	02965	56,806	59,849	62,893	65,936	68,979	72,023	75,066
**	Real Estate Officer	02974	81,296	84,249	90,811	97,883	104,889	108,198	111,639
*	Receptionist	02976	31,507	32,998	36,304	38,036	39,374	40,775	42,218
*	Recorder Operator Courts	04873	33,413	34,997	38,517	40,361	41,903	43,511	45,181
*	Records Management Analyst	05429	52,543	55,085	60,744	63,689	66,013	68,586	71,262
**	Records Manager	06382	64,462	68,213	72,183	76,385	80,830	85,534	90,513
*	Records Support Technician 1	56562	34,810	36,202	37,650	39,156	40,723	42,351	44,045
*	Records Support Technician 2	56563	39,015	40,576	42,200	43,887	45,643	47,468	49,368
*	Records Support Technician 3	56564	43,697	45,445	47,263	49,153	51,119	53,164	55,290
*	Recreation Aide	02983	30,192	31,612	34,775	37,745	39,081	40,467	41,912
*	Recreation Leader	02993	36,247	37,972	41,809	43,816	45,448	47,160	48,937
*	Recreation Program Coordinator	03018	55,280	57,955	63,905	67,015	69,620	72,337	75,159
**	Recreation Supervisor	03020	43,818	45,922	50,598	55,639	60,636	62,979	65,438
*	Relocation Officer (Part Time)	03060@	0	0	0	0	0	0	13,057
**	Rent Regulation Officer	05681	61,478	64,465	71,102	74,570	77,376	80,291	83,322
*	Research Assistant	03069	49,216	51,590	56,865	59,622	61,820	64,117	66,500
**	Risk Manager	07390	91,249	95,663	105,042	111,341	117,060	121,509	126,206
**	Road Repairer Superintendent	03803	67,578	70,870	78,186	85,371	93,118	96,772	100,575
*	Sanitation Inspector	03110	47,557	49,849	54,947	57,602	59,696	62,015	64,422
**	Secretarial Assistant	03127	44,994	47,027	51,547	56,414	60,278	62,399	64,618
*	Secretary Board/Commission (Part Time)	07419	1,287	0	0	0	0	0	11,769
*	Secretary Board/Commission (Full Time)	07419	50,723	53,179	58,638	62,109	64,532	67,050	69,667
*	Security Guard	06124	36,248	37,971	41,807	43,814	45,381	47,012	48,711
*	Senior Account Clerk	03165@	37,149	38,919	42,855	44,911	46,524	48,169	49,954
*	Senior Administrative Analyst	03173@	64,443	67,578	74,546	82,056	89,634	93,146	98,783

Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
* Senior Auditor	03196@	62,359	65,390	72,125	75,138	77,869	80,913	84,081
** Senior Building Maintenance Worker	03227	37,356	39,136	43,100	45,164	46,793	48,594	50,469
** Senior Budget Examiner	03223	80,513	84,409	92,684	98,241	103,287	107,212	111,357
* Senior Building Maintenance Worker Low Pressure License	03228	52,099	54,617	60,221	63,139	65,441	68,454	70,639
* Senior Cashier	03236	45,224	47,399	52,230	54,754	56,762	58,852	61,035
* Senior Clerk Transcriber	03255	36,531	38,270	42,136	44,157	45,853	47,619	49,453
* Senior Community Relations Specialist	03265@	45,788	47,990	52,885	55,440	57,485	59,606	61,802
* Senior Community Service Worker	03269@	40,707	42,654	46,982	49,245	51,109	53,052	55,075
** Senior Computer Service Technician	07691	57,953	60,765	67,258	70,533	73,284	76,147	79,122
* Senior Data Control Clerk	03294	39,710	41,609	45,827	48,033	49,760	51,567	53,454
* Senior Data Processing Programmer	03295	54,784	57,435	60,677	61,834	64,238	66,738	69,338
* Senior Electrician	03308	53,210	55,784	61,502	63,893	66,380	68,964	71,653
** Senior Engineer	03314	87,043	90,982	90,163	105,341	109,356	115,917	120,438
* Senior Engineering Aide	03320	44,093	46,209	50,915	53,370	55,326	57,366	59,477
* Senior Gardener	03341	35,004	36,667	40,364	42,296	43,802	45,376	47,010
* Senior Historic Preservation Specialist	15680	59,482	62,368	68,785	72,137	74,956	77,767	80,701
* Senior Housing Inspector	03368	57,539	60,387	63,258	66,335	68,918	71,605	74,399
* Senior Landscape Architect	04407	53,136	55,707	61,416	64,401	66,793	69,286	71,881
* Senior Legal Stenographer	03405	43,117	45,185	49,784	52,184	54,202	56,297	58,484
* Senior Mail Clerk	20433	50,018	52,019	54,099	56,263	58,514	60,855	63,289
* Senior Maintenance Repairer	03425	43,484	45,572	50,211	52,635	54,560	56,557	58,644
* Senior Mechanic	03459	46,994	49,259	54,286	56,913	59,014	61,194	63,465
* Senior Mechanic (Diesel)	04561	48,833	51,189	56,421	59,150	61,337	63,608	65,975
* Senior Payroll Clerk	03496	38,133	39,954	43,997	46,111	47,742	49,479	51,275
** Senior Personnel Assistant	04982	91,296	95,578	99,889	104,186	108,482	112,779	117,079
* Senior Planner Economic Dev.	04569	53,136	55,707	61,416	64,401	66,793	69,286	71,881
* Senior Planning Aide	03512	39,744	41,645	45,867	48,077	49,832	51,641	53,522
* Senior Program Development Specialist	06931	59,482	62,368	68,785	72,137	74,956	77,767	80,701
* Community Service	05399	65,398	68,582	75,655	79,350	82,345	85,453	88,697
* Senior Program Monitor	03539	52,033	54,548	60,138	63,054	65,389	68,012	70,544
* Senior Public Works Inspector	03547	38,133	39,954	43,997	46,111	47,742	49,479	51,275
* Senior Purchasing Assistant	03572	53,708	56,310	62,083	63,515	65,585	68,011	70,544
* Senior Sanitation Inspector	06257	42,750	44,460	46,238	48,088	50,011	52,012	54,092
* Senior Security Guard	03600	48,797	51,151	56,378	59,110	61,294	63,566	65,929
* Senior Storekeeper	03625	48,750	50,944	53,236	55,632	58,135	60,751	63,482
* Senior Traffic Maintenance Worker	03626	53,210	55,784	61,502	63,893	66,380	68,964	71,653
* Senior Traffic Signal Electrician	05614	57,953	60,765	67,258	70,533	73,284	76,147	79,122
** Senior Training Technician	03657	57,299	59,590	61,974	64,453	67,031	69,712	72,501
* Senior Youth Group Worker	03714	55,267	57,478	59,776	62,168	64,654	67,241	69,930
* Signal Systems Technician 1	03589	57,407	59,705	62,092	64,577	67,159	69,846	72,639
* Signal Systems Technician 2	04623	36,948	38,711	42,621	44,667	46,270	47,940	49,679
* Social Service Assistant	03779	42,644	44,691	49,234	51,609	53,489	55,460	57,494
* Storekeeper	03781	44,946	47,106	51,907	54,417	56,412	58,485	60,646
* Storekeeper Automotive	63114	57,108	59,875	66,028	69,241	71,829	74,524	77,325
* Substance Abuse Counselor 1	03834@	67,578	70,870	78,186	85,371	93,118	96,772	100,575
** Superintendent of Recreation								
** Superintendent of Weights & Measures	01428	65,660	68,856	75,959	82,935	90,456	94,005	97,697
** Supervising Account Clerk	03848	42,411	44,445	48,964	53,832	57,695	59,816	62,036
** Supervising Administrative Analyst	03850@	72,406	75,939	83,790	91,390	99,692	103,609	107,688
** Supervising Animal Control Officer	05999	74,166	77,541	80,916	84,291	87,666	91,041	94,424

	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
**	Supervising Building Service Low Pressure License	06468	47,780	50,084	55,200	60,709	66,791	68,498	71,051
**	Supervising Cashier	03857@	52,666	55,212	60,872	66,972	73,014	75,863	78,830
**	Supervising Clerk Transcriber	03863@	40,312	42,241	46,526	50,676	55,207	57,346	59,570
**	Supervising Data Control Clerk	03872	49,782	52,184	57,521	63,272	68,718	71,144	73,671
**	Supervising Electrician	06605	49,443	51,827	57,127	62,840	68,499	71,168	73,945
**	Supervising Engineering Aide	03881	54,093	56,712	62,528	68,795	75,006	77,938	80,987
**	Supervising Health Insurance Benefits Clerk	03887@	54,855	57,350	62,895	68,867	74,522	77,043	79,667
**	Supervising Maintenance Repairer	07338	49,443	51,827	57,127	62,840	68,499	71,168	73,945
**	Supervising Maintenance Worker, Grounds	06731	49,443	51,827	57,127	62,840	68,499	71,168	73,945
**	Supervising Mechanic	06724	49,443	51,827	57,127	62,840	68,499	71,168	73,945
**	Supervising Mechanic Fire Apparatus	06726	49,443	51,827	57,127	62,840	68,499	71,168	73,945
**	Supervising Planner	05137	67,662	70,958	78,282	85,371	93,118	96,774	100,575
**	Supervising Program Analyst	03927	60,796	63,749	70,310	77,383	84,389	87,698	91,138
**	Supervising Property Clerk	05519	39,834	41,738	45,970	50,534	54,892	56,910	59,006
**	Supervising School Traffic Guard	03937	56,171	58,890	64,930	70,775	77,166	81,772	85,841
**	Supervising Youth Group Worker	03945@	58,901	61,257	63,707	66,256	68,906	71,662	74,529
**	Supervisor Demolition	06910	54,727	57,375	63,263	69,131	74,975	77,497	80,126
**	Supervisor of Accounts	03969	49,180	51,553	56,824	62,508	68,249	70,907	73,672
**	Supervisor of Collection of Revenue		59,081	61,948	68,318	75,186	81,987	85,204	88,533
**	Supervisor of Motor Pool	05971	49,443	51,827	57,127	62,840	68,499	71,168	73,945
**	Supervisor of Real Estate Sales	04060	45,285	47,461	52,301	57,516	62,686	65,119	67,659
**	Supervisor of Senior Citizens Activities	04069	46,611	48,854	53,840	59,212	64,534	67,044	69,708
**	Supervisor of Telephone Systems	04080	41,628	43,623	46,060	49,216	53,615	55,688	57,847
**	Supervisor Public Works	06650	49,443	51,827	57,127	62,840	68,499	71,168	73,945
**	Supervisor Traffic Maintenance	06816	55,421	58,106	61,387	63,772	69,520	72,230	75,049
*	Tax Searcher	04130	43,167	45,238	49,841	52,248	54,155	56,144	58,208
*	Technical Assistant Contract Administration	62844	51,187	53,629	59,054	61,884	64,118	66,431	68,849
*	Technical Assistant to the Construction Official	05193	45,232	47,410	52,242	54,770	56,756	58,831	60,981
*	Technician, Management Information Systems	53099	54,783	57,435	60,678	61,834	64,238	66,738	69,338
*	Telecommunications Systems Analyst	07604	49,656	52,051	57,377	63,112	68,788	71,467	74,258
*	Telephone Operator	04145@	38,200	40,023	44,073	46,190	47,859	49,594	51,397
*	Tractor Trailer Driver	04179	41,499	43,486	47,905	50,214	52,050	53,947	55,922
*	Traffic Maintenance Worker	04189	40,278	42,205	46,487	48,277	50,138	52,075	54,088
*	Traffic Signal Electrician	04192	48,513	50,853	56,049	58,761	60,934	63,182	65,534
**	Traffic Signal Superintendent 1	00799	67,578	70,870	78,186	85,371	93,118	96,772	100,575
**	Traffic Signal Superintendent 2	04196	70,211	73,635	81,244	88,714	96,772	100,572	104,528
**	Traffic Signal Supervisor 1	06819	59,634	62,630	68,957	71,652	74,448	77,356	80,381
**	Traffic Signal Supervisor 2	04082	61,950	64,961	71,645	74,448	77,356	80,381	85,317
*	Traffic Signal Technician 1	04195	55,267	57,945	63,892	66,380	68,964	71,652	74,449
*	Traffic Signal Technician 2	05219	57,408	60,192	66,373	68,964	71,652	74,448	77,409
*	Training Technician	04207	53,594	56,187	61,958	64,963	67,333	69,957	72,686
*	Tree Maintenance Worker 1	04220	41,285	43,263	47,666	49,956	51,764	53,764	55,846
*	Truck Driver	04222	40,800	42,752	47,093	49,358	51,159	53,024	54,964
**	Violations Clerk	04244	75,155	79,028	86,776	91,979	96,703	100,379	104,259
*	Weights and Measures Apprentice	04201	0	0	0	0	0	0	40,075
*	Welder	04305	44,798	46,948	51,734	54,236	56,226	58,287	60,446
*	Youth Group Worker	04333	53,813	55,965	58,204	60,532	61,742	62,977	64,237

7/1/22 v2.0 Correction Deputy Registrar

7/1/22 v2.0 Supervisors List
 10/1/22 Supervisors List

	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
*	Youth Group Worker Bii. In S&E	04334	52,500	54,600	56,784	59,055	60,236	61,441	62,670
*	Youth Services Counselor	04336	58,529	60,870	63,304	65,837	68,470	71,209	74,057
*	Zoning Officer (Part Time)	04338	0	0	0	0	0	0	8,011

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

Council Meeting Date: August 9, 2022

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

DATE: July 20, 2022

FROM: Lisa Y. Picon

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE:

Correcting the salary for Deputy Registrar of Vital Statists for Deputy Registrar of Vital Statistics for Ordinances approved for 1/1/22, 6/1/22 & 7/1/22.

BRIEF DESCRIPTION:

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

APPROPRIATION ACCOUNT(S):

AMOUNT:

	<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:	_____	_____
Approved by Business Administrator:	<u>7/20/22</u>	_____
Received by City Attorney:	<u>7/27/22</u>	_____

	<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By:	<u>Lisa Y. Picon</u>	<u>7676</u>
Contact Person:	<u>Lisa Y. Picon</u>	<u>7676</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****

**ORDINANCE AUTHORIZING THE APPROVAL OF AN APPLICATION FOR A
LONG TERM TAX EXEMPTION AND SERVICE FEE IN LIEU OF TAXES
PURSUANT TO N.J.S.A. 40A:20-1 ET SEQ. AND EXECUTION OF A
FINANCIAL AGREEMENT BETWEEN THE CITY OF CAMDEN AND
NORTHGATE PRESERVATION URBAN RENEWAL LLC**

WHEREAS, Northgate Preservation Urban Renewal LLC (the "Applicant") is a limited liability company formed in accordance with the New Jersey Limited Liability Company Act and the Long Term Tax Exemption Law N.J.S.A. 40A:20-1, et seq. (the "Act") whose managing member is HVPG Northgate Apartments LLC; and

WHEREAS, the Applicant is affiliated with Hudson Valley Property Group; and

WHEREAS, in accordance with the provisions of the Act, the Applicant has submitted a written application to the City of Camden for approval of a tax exemption for Northgate One Apartments, a 321-unit residential apartment community, located at 433 N. 7th Street Camden, New Jersey (the "Property"), also known as Block 84, Lot 65, on the Official Tax Map of the City of Camden; and

WHEREAS, the Applicant proposes to purchase and substantially rehabilitate the Property (the "Project") in the manner more fully set forth in the Application attached as Exhibit "A" and fully incorporated herein; and

WHEREAS, the Project is a substantial rehabilitation of a low and moderate income property to be financed through the syndication of Low-Income Housing Tax Credits through the New Jersey Housing and Mortgage Financing Agency ("HMFA") as well as through state tax credits from the newly created Aspire program from the New Jersey Economic Development Authority ("NJEDA"); and

WHEREAS, the Applicant has presented to the Council of the City of Camden (the "Council") a revenue projection for the Project which sets forth the anticipated revenue to be received by the Applicant from the operation of the Project as more fully detailed in Exhibit "I" of the Application; and

WHEREAS, the Act permits a municipality to enter into a financial agreement exempting real property from taxation and accepting payments in lieu of taxes where the Project is a low and moderate income housing project.

NOW, THEREFORE, be it ordained by the Council of the City of Camden that:

1. The Council does hereby approve Northgate Preservation Urban Renewal LLC's Application for a Long Term Tax Exemption pursuant to N.J.S.A. 40A:20-1 et seq.
2. The Council finds and determines that the benefits to the City of preserving Northgate One Apartments, a significant affordable housing resource, and furthering the redevelopment of the City outweigh the costs of the tax exemption.
3. The Council finds and determines that the tax exemption is necessary to the financial feasibility and continued sustainability of the Project.
4. The Council authorizes the Mayor to execute, on behalf of the City, a financial agreement in substantially the form set forth in Exhibit "J" of the Application, subject to the review and recommendations of the City Attorney.
5. Council does hereby adopt the within Ordinance with the intent and purpose that the land and improvements of the Project will be exempt

from real property taxation for a period of thirty (30) years from the date of acquisition of the Property by the Applicant, provided that the Applicant makes payments in lieu of taxes in accordance with the terms of the Act and the Financial Agreement.

6. The Council understands and agrees that the revenue projections set forth in Exhibit "I" of the Application are estimates and the actual payments in lieu of taxes to be paid by the Applicant to the City shall be determined pursuant to the terms of the Agreement.
7. The Council understands that the Applicant may form a limited partnership or a limited liability company in which the Applicant will be the general partner or managing member, respectively, and that the City may enter into the payment in lieu of taxes agreement with such limited partnership or limited liability company so long as such entity qualifies under applicable law.
8. The Municipal Clerk is hereby authorized to forward a certified true copy of this Ordinance to Northgate Preservation Urban Renewal LLC.

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

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

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

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

Date of Introduction: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

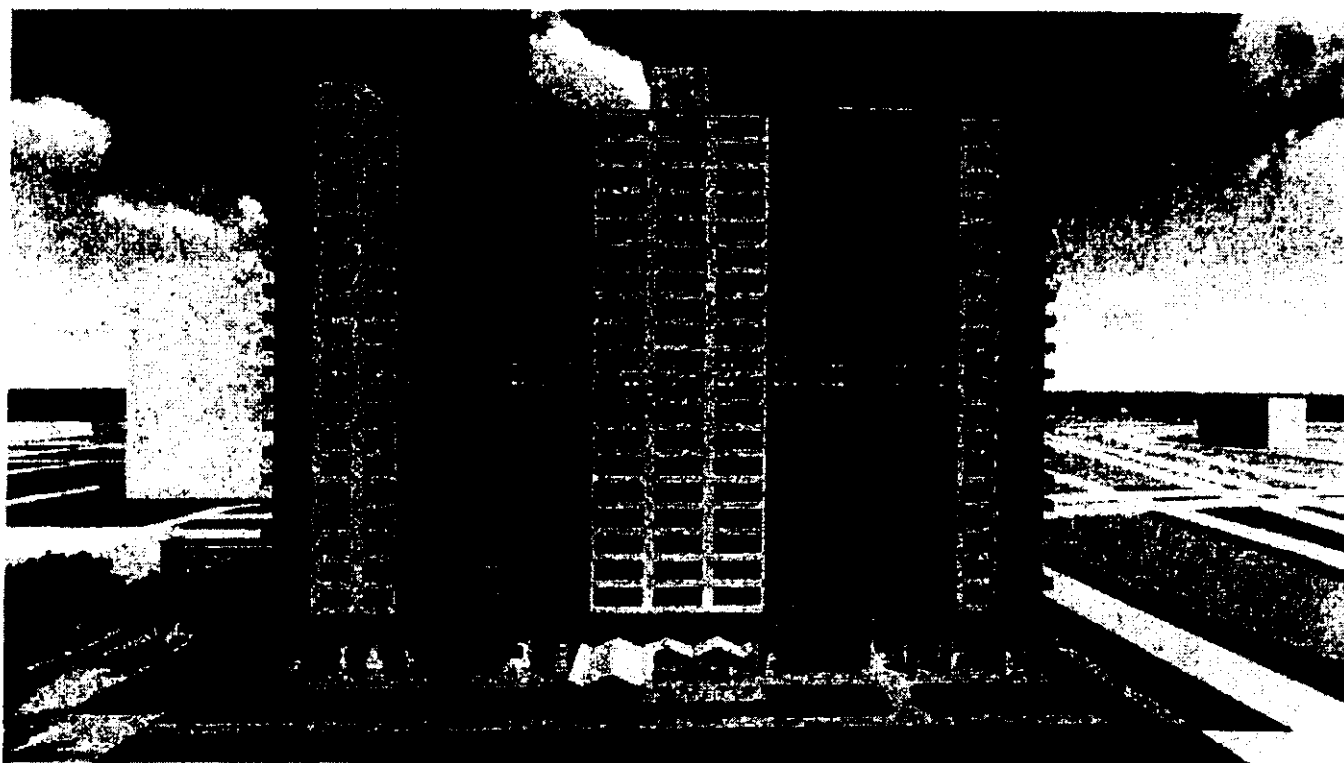
ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

Northgate I Apartments
Camden, NJ

APPLICATION UNDER THE LONG-TERM
TAX EXEMPTION LAW
Northgate Preservation Urban Renewal LLC



Potential new façade after renovation supported by PILOT, façade color scheme subject to change.

Northgate One Apartments - 433 N 7th St, Camden, NJ 08102



Northgate I Apartments
Camden, NJ

APPLICATION UNDER THE LONG-TERM TAX EXEMPTION LAW

Northgate Preservation Urban Renewal LLC

May 16, 2022

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

Dear Sir:

Northgate Preservation Urban Renewal LLC, a New Jersey Limited Liability Company, (the "Applicant" or "Purchaser") does hereby make application for approval under the provisions of the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et. seq.) for a project more particularly described hereunder:

I. General Description of the Project and the Applicant

• **Proposed improvements:**

Northgate I Apartments is an existing 321-unit residential apartment community located at 433 N 7th Street, Camden, New Jersey. A legal description is attached hereto. The development is occupied by low-income households and a substantial portion of the revenues received by the Owner are in accordance with a Project Based Section 8 Housing Assistance Payments Contract ("HAP Contract") administered by the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") as the designee of the US Department of Housing and Urban Development ("HUD"). The Purchaser will, upon transfer of the Property, receive a new 20+ year HAP contract, therefore, this Project will continue to receive federal subsidy.

Northgate I Apartments will be purchased and rehabilitated as a 4% Low Income Housing Tax Credit ("LIHTC") deal with tax exempt bonds from the New Jersey Housing Finance Agency ("NJHMFA"), as well as state tax credits from the newly created Aspire program from the New Jersey Economic Development Authority ("NJEDA"). The acquisition is planned to occur in late 2022. The loan for the deal is expected to use HUD insured financing. A separate federal LIHTC investor (to be selected) will provide the equity to the deal. An essential component of the financing is the commencement of a new PILOT Agreement on the Property.

The Purchaser plans a substantial rehabilitation of over \$33,000,000 (\$103,000/unit) of the property as part of LIHTC acquisition. The federal LIHTC investor and Lender will conduct a Capital Needs Analysis ("CNA") in connection with the financing of the acquisition of the development. The Purchaser's scope of rehabilitation will include improvements to the development that are identified in the CNA and other third-party reports.

The planned rehab will address the physical conditions of the property focusing on improving the quality of life for the residents through upgrades such as enhanced security with cameras and more security guards, new kitchens

(cabinets, countertops, appliances, and flooring), new bathrooms (flooring, vanities, showerheads, tub fixture sand sink and faucets), and energy efficient lighting throughout the apartment units. There will also be the addition of a new community room and community amenities. Resident safety will be drastically improved through upgraded and increased lighting, landscaping, site-wide hi def night vision cameras, installation of cameras at stairwells, common areas, corridors and access control for the management office, laundry room, community room and an alarm system for roof doors. The safety features will also create a more vibrant and aesthetically pleasing environment for the residents and community alike through landscaping and site lighting. The property exterior is also expected to be updated so that the image of the building will be much more modern and aesthetically pleasing (see cover page). To ensure that the large scope and thorough property renovations are effective for the long term, a new property management firm will take over the property and implement high quality operations and procedures.

- **Size of site:**

The development contains approximately 2.7 acres.

- **Address:**
433 N. 7th Street, Camden, NJ

- **Block & Lot:**

Block 84, Lot 65

- **Statement that the undertaking conforms to all applicable municipal ordinances:**

To our knowledge, the Development is in conformance with current municipal ordinances.

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

NA

- **Anticipated construction schedule**

Renovation activities will commence after the closing of the sale of the Property. It is anticipated that construction will begin in early 2023. Construction activities should be completed within approximately 24 months of the commencement of construction.

- **How applicant is organized**

Northgate Preservation Urban Renewal LLC, is an Urban Renewal Entity that was formed in accordance with the New Jersey Limited Liability Company Act and the New Jersey Long Term Exemption Law to be operated under P.L. 1991, c. 431 (C.40A:20-1 et seq.).

- **When applicant was organized:**

The Applicant, Northgate Preservation Urban Renewal LLC,, was formed on March 30 2022. Formation documents are attached as Exhibit D.

- **Description of Applicant's experience:**

The Purchaser's Sole Member is a wholly owned subsidiary of Hudson Valley Property Group ("HVPG"). HVPG has a successful track record in the acquisition, development, and operation of affordable and workforce housing in the Northeastern United States with a significant presence in New Jersey. HVPG, has successfully preserved over 8,300 units with over \$2 billion in development costs. A company resume as well as case studies of properties developed by HVPG is attached as Exhibit F.

HVPG's affordable housing developments in New Jersey are managed by Community Realty Management ("CRM"). CRM manages over 9,700 units of housing with nearly 5,000 units in New Jersey. Locally, CRM manages developments in multiple cities including Philadelphia, Lindenwold, Trenton, and Atlantic City. CRM's portfolio's average occupancy is currently 96.0%. The corporate office of CRM is located in Pleasantville, NJ.

- **Benefits of project to the City of Camden:**

1. Northgate I Apartments does not currently benefit from a Tax Exemption Agreement with the City of Camden

Under the terms of the proposed PILOT agreement, a Municipal Service Charge of 5.00% of Gross Residential Rent Receipts less Residential Vacancies and Utilities paid by Landlord, collectively, "Annual Gross Revenue" will be paid to the City of Camden. Gross Residential Rent Receipts is defined as gross residential rents including rent collected from tenants and federal rent contributions. Based on the 2021 Final / 2022 Preliminary Tax Bill from the Property, the City of Camden was last paid \$283,840 in real estate tax.

The Purchaser is requesting a new 30-year PILOT effective upon the acquisition of the property which is anticipated in late 2022. The calculation for the Annual Service Charge can be found in Exhibit J: Proposed Tax Exemption Agreement and below.

PILOT Schedule

- First 15 years- 5% of Annual Gross Revenue
- Year 16-21 - 5% of Annual Gross Revenue or 20% of regular taxes, whichever is greater
- Year 22-27 - 5% of Annual Gross Revenue or 40% of regular taxes, whichever is greater
- Year 28-29 - 5% of Annual Gross Revenue or 60% of regular taxes, whichever is greater
- Year 30 - 5% of Annual Gross Revenue or 80% of regular taxes, whichever is greater

Calculation of Annual Service Charge

a.	Annual Residential Revenue (Tenant Portion of Residential Rents + Housing Assistance Payment Rent Subsidy)	_____
b.	Less: Vacancy Factor Amount (a *7.0%)	\$ _____ -
c.	<u>Less: Owner Paid Utilities</u>	_____
d.	Equals: Net Income (a-b-c)	\$ _____ -
e.	Annual Abatement Percentage Required	x 5.00%
f.	Annual Amount of Payment in Lieu of Taxes (d*e)	\$ _____ -
	Term of Tax Abatement Requested:	30 Years

Over the 30-year period, it is anticipated that the City of Camden will realize revenue from the Municipal Charge in excess of \$9.59 million dollars. This analysis conservatively assumes the payment of the 5% annual service charge for the 30 years and does not account for the greater of “a set percentage of assessed value” or the PILOT payment. This allows the City to gain further revenue through the step ups in the annual service charge over time. The PILOT will also have a minimum service charge of \$283,840 which is the most recent year’s taxes.

2. The Purchaser of Northgate I Apartments is preserving a significant affordable housing resource for the City of Camden and its residents. With the assumption of the Project Based federal assistance provided by HUD, residents of Northgate I Apartments will continue to pay rent based on 30% of their net adjusted income. The unsubsidized units' rents will be restricted so they will be affordable to tenants below 80% of the Area Median Income with the vast majority below 60% of AMI. Stabilizing this asset will benefit the immediately surrounding area and the property itself can be a source of workforce housing to the larger community.

3. The project is representative of over a \$120M investment into the Camden housing supply. The investment will turnaround this greatly troubled asset and make it a property that Camden be proud of. The Purchaser will make the necessary rehabilitation (\$33m+) to improve both the physical condition and operations of the project. The Purchaser will help facilitate direct

communication between on-site security and the Camden County police. We are willing to add a police sub-station in the property and request it be staffed by Camden PD as part of our application. In addition to this, adding new hi-definition cameras throughout the site and adding substantial level of security guards will greatly enhance the security of the site. We anticipate spending several million dollars on security over the next three years as we implement our plans. This will be coupled with new management taking a much more active role in removing problematic tenants and creating strict policies to turnaround the property from a safety, cleanliness, and operational view.

- **Why the tax exemption is necessary for the project:**

Northgate I Apartments has long-term restrictions on the income of tenants and on rents. Upon our acquisition of the property, the property will become a low-income housing tax credit property which will add further rent and income restrictions and extend them for 30 years. Without the PILOT the proposed financing is not feasible and the project would not be able to cover the required debt service payments. The PILOT ensures there is sufficient cash flow for ongoing R&M post-rehab that has clearly been a long-term issue at this site. Without this PILOT, a rehabilitation and turnaround of the property would not be possible.

2. Legal Description

- The legal description of the Development site has been attached as Exhibit B.
- **Copy of Architectural and Site Plans**

The property boundary survey has been attached as Exhibit C. There are no architectural plans.

3. Project Costs.

- **Statement prepared by qualified architect or engineer of the estimated cost of the proposed project in detail required, including the estimated cost of each unit to be undertaken.**

The architect has prepared a narrative scope of work and a statement confirming that the detailed constructions cost estimates prepared by the general contractor are in line with the scope of work. Please see Exhibit G.

- **Include development budget**

Please see attached Exhibit H, the currently estimated development budget.

- **Include projected operational budget**

Please see attached Exhibit I, the currently estimated operational budget.

4. Source of Equity Funds.

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

The Purchaser will be financing the acquisition of this Property with low-income housing tax credit equity, New Jersey Aspire state tax credit equity, tax exempt bonds, cash flow from operations, and deferred developer fee loan. The LIHTCs will generate approximately \$38M equity investment from a LIHTC investor. The tax- exempt conduit bonds issuance will be through the New Jersey Housing Finance Agency with a separate lender. The sale of Aspire state tax credits will also generate approximately \$28.3M of sources for the project. Other sources include cash flow generated during the construction period and loan/deferment of a portion of the developer fee.

5. Fiscal Plan

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

Please see schedule attached as Exhibit K.

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

Northgate I Apartments is an existing multi-family subsidized apartment community for low- and moderate-income households. It is anticipated that the existing 321-unit apartment complex will continue to provide affordable housing to its existing residents. On this basis we would not anticipate any addition to the school age population nor to expenses incurred with respect to City services unless the proposed police station is added to the community at the project. We will improve communications between on-site security and Camden police along with the expansion of on-site security cameras, we would expect expenses related to provision of city emergency services to decrease.

Northgate I Apartments
Camden, NJ

6. Proposed Financial Agreement

- Copy of proposed financial agreement is attached as Exhibit J.

7. Organizational Documents

- Copy of Certificate of Incorporation:

See attached Exhibit D

- Copy of Good Standing Certificate

See attached Exhibit D

- Certified copy of resolution authorizing application, execution of financial agreement, designating authorized signatories.

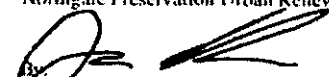
See attached Exhibit E

Northgate I Apartments
Camden, NJ

— 4, Jason Bordainick, as Manager of Northgate Preservation Urban Renewal LLC, the Sole Member of Northgate Preservation Urban Renewal LLC, the Applicant, do hereby certify that the facts and data contained herein and submitted herewith are true and accurate.

SOLE MEMBER:

Northgate Preservation Urban Renewal LLC a New Jersey limited liability company


By: Jason Bordainick, Manager

Northgate I Apartments
Camden, NJ

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Northgate I Apartments
Camden, NJ

APPLICATION UNDER THE LONG-TERM TAX EXEMPTION LAW

NORTHGATE I APARTMENTS

***Submitted by: Northgate Preservation Urban Renewal LLC
c/o
Hudson Valley Property Group
200 Vesey St. Floor 24
New York, NY 10281***

Schedule of Exhibits:

- A. Aerial of the Property
- B. Legal Description of Property
- C. Property Survey
- D. Northgate Preservation Urban Renewal LLC Formation Documents & Good Standing Certificate
- E. Resolution Authorizing Application & Execution of Financial Agreement
- F. Resume of Purchaser's Parent Organization Hudson Valley Property Group
- G. Architect Statement of Construction Costs & Scope
- H. Projected Development Budget
- I. Projected Operational Budget
- J. Proposed Tax Exemption Agreement
- K. Fiscal Plan

Northgate I Apartments
Camden, NJ

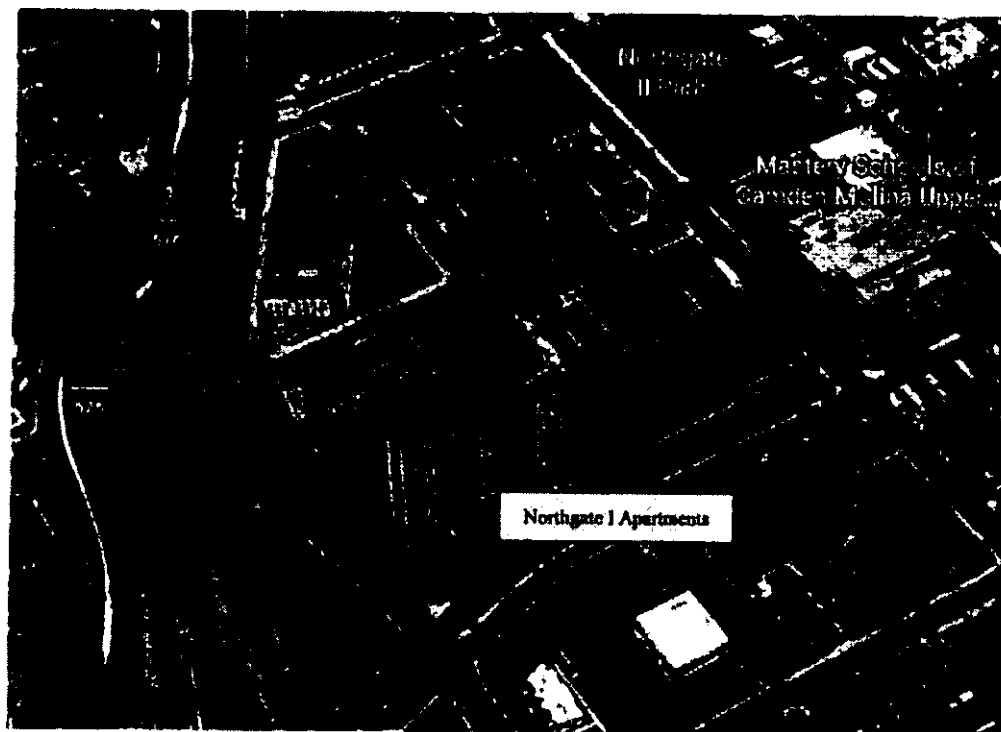
Northgate I Apartments
Camden, NJ

A. Aerial of the Property

Northgate I Apartments
Camden, NJ

Northgate I Apartments
Camden, NJ

Northgate Apartments Aerial View



Northgate I Apartments
Camden, NJ

B. Legal Description

Old Republic National Title Insurance Company

TITLE INSURANCE POLICY

Policy Number: PRO FORMA

File Number: MTANJ-093476

DESCRIPTION

The land referred to in this Policy is described as follows:

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, County of Camden, State of New Jersey.

BEGINNING at a point where the southerly Right of Way line of Pearl Street (60 foot wide), intersects the westerly Right of Way line of North Seventh Street, thence

1. Westwardly, along said Right of Way line of Pearl Street, forming an interior angle of 90 degrees 01 minute 50 seconds with said Right of Way line of North Seventh Street, 451.68 feet to a point where said Right of Way line of Pearl, intersects the easterly Right of Way line of North Sixth Street (60 feet wide), thence
2. Southwardly, along said Right of Way line of North Sixth Street, and forming an interior angle of 89 degrees 59 minutes 00 seconds with said Right of Way line of Pearl Street, 74.26 to a point corner to same, thence
3. In a general southeastwardly direction, along Lot 67 Block 84 Tax Map Lands now or formerly the State of New Jersey, curving to the right on a Radius of 2,848.93 feet, an arc distance of 131.20 feet, and a central angle of 02 degrees 38 minutes 18 seconds, and forming an interior angle of 118 degrees 42 minutes 00 seconds from the chord to the preceding course, to a point corner to Lot 67; thence
4. Southwardly, still along Lot 67, forming an interior angle of 241 degrees 18 minutes 00 seconds to the chord of the preceding course, 183.20 feet to a point in line of the northerly Right of Way line of Linden Street; thence
5. Eastwardly, along said Right of Way line of Linden Street, forming an interior angle of 90 degrees 01 minute 00 seconds with the preceding course, 301.70 feet to a point corner to same; thence
6. Eastwardly, still along said Right of Way line of Linden Street, forming an interior angle of 150 degrees 14 minutes 55 seconds with the preceding course, 40.30 feet to a point where said Right of Way line of Linden Street, intersects the westerly Right of Way line of North Seventh Street; thence
7. Northwardly, along said Right of Way line of North Seventh Street, forming an interior angle of 119 degrees 43 minutes 15 seconds with the preceding course, 300.42 feet to the place of

Issued by

Madison Title Agency, LLC

1126 Ocean Avenue, Lakewood, NJ 08701

Telephone: 732-905-9400 Fax: 732-905-9420

Old Republic National Title Insurance Company

TITLE INSURANCE POLICY

File Number: MTANJ-093476

BEGINNING

Being further described as follows:

BEGINNING at a point located on the southerly right-of-way line of Pearl Street, said point being situate at the intersection of the westerly right-of-way line of North Seventh Street with the aforementioned southerly right-of-way line of Pearl Street, thence

- 1 Along the aforementioned westerly right-of-way line of North Seventh Street, South 35 degrees 08 minutes 20 seconds West, a distance of 300.42 feet to a point; thence
- 2 Along the northerly right-of-way line of Linden Street, North 84 degrees 34 minutes 55 seconds West, a distance of 40.30 feet to a point; thence
- 3 Further along the same, North 54 degrees 49 minutes 50 seconds West, a distance of 301.70 feet to a point; thence
- 4 North 35 degrees 09 minutes 10 seconds East, a distance of 183.20 feet to a point; thence
- 5 Around a curve having an angle of 02 degrees 38 minutes 18 seconds, a radius of 2,848.93 feet, a tangent of 65.60 feet, an arc of 131.18 feet, for a chord course of North 26 degrees 08 minutes 50 seconds West, for a chord distance of 131.17 feet to a point; thence
- 6 Along the easterly right-of-way line of North Sixth Street, North 35 degrees 09 minutes 10 seconds East, for a distance of 74.28 feet to a point; thence
- 7 Along the aforementioned southerly right-of-way line of Pearl Street, South 54 degrees 49 minutes 51 seconds East, for a distance of 451.68 feet to the place of BEGINNING.

The above description is being drawn in accordance with a survey prepared by Nationwide Land Services, LLC, dated October 18, 2010.

NOTE: Being Lot(s) 65, Block 84, Tax Map of the City of Camden, County of Camden

NOTE: Lot and Block shown for informational purposes only.

Issued by:
Madison Title Agency, LLC
1125 Ocean Avenue, Lakewood, NJ 08701
Telephone: 732-905-9400 Fax: 732-905-9420

093476/02

Northgate I Apartments
Camden, NJ

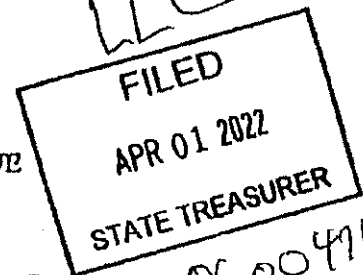
C. Property Boundary Survey

STANLEY & REALTY LLC
BY FOR PANGLOSS & MORTONVILLE NC 28053

Northgate I Apartments
Camden, NJ

**D. Northgate Preservation Urban Renewal LLC
Formation Document and Good Standing Certificate**

NEW JERSEY DIVISION OF REVENUE
CERTIFICATE OF FORMATION
URBAN RENEWAL ENTITY



- 1 Name of Urban Renewal Entity: Northeast Preservation Urban Renewal LLC
- 2 The Registered Agent is: The Corporation Trust Company, 820 Bent Tavern Road, West Trenton, NJ 08628

- 3 The following are Articles of the Certificate of Formation, Urban Renewal:

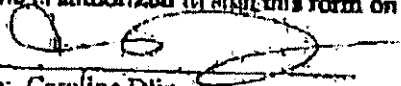
1. The purpose for which the Urban Renewal is formed shall be to operate under P.L. 1991, c. 431 (C.40A:20-1 et seq.) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects and, when authorized by financial agreement with the municipality, to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvements in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L. 1991, c. 431 (C.40A:20-1 et seq.). The Urban Renewal has been organized to serve a public purpose, that its operations shall be directed towards: (1) the redevelopment or redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low or moderate income housing projects; (2) the acquisition, management and operation of a project, redevelopment location housing project, or low and moderate income housing project under P.L. 1991, c. 431 (C.40A:20-1 et seq.); and (3) that it shall be subject to regulation by the municipality in which the project is situated, and to the limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a project subject to P.L. 1991, c. 431 (C.40A:20-1 et seq.).
2. So long as the Urban Renewal is obligated under financial agreement with a municipality made pursuant to P.L. 1991, c. 431 (C.40A:20-1 et seq.) the Urban Renewal shall engage in no business other than the ownership, operation and management of the project.
3. The Urban Renewal shall not voluntarily transfer more than ten percent (10%) of the ownership of the project or any portion thereof undertaken by it under P.L. 1991, c. 431 (C.40A:20-1 et seq.) until it has first removed both itself and the project from all restrictions of P.L. 1991, c. 431 (C.40A:20-1 et seq.) in the manner required by P.L. 1991, c. 431 (C.40A:20-1 et seq.) and, if the project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer with the exception of transfer to another urban renewal entity, as approved by the municipality in which the project is

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75583402

situated, which other urban renewal entity shall assume all contractual obligations of the transferor entity under the financial agreement with the municipality. The entity shall file annually with the municipal governing body a disclosure of the persons having an ownership interest in the project and of the extent of the ownership interest of each. Nothing herein shall prohibit any transfer to the ownership interest in the urban renewal entity itself provided that the transfer, if greater than ten percent (10%), is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement referred to above.

4. The Urban Renewal is subject to the provisions of Section 18 of P.L. 1991, c. 431 (C.40A-20-1) respecting the powers of a municipality to alleviate financial difficulties of the Urban Renewal or to perform actions on behalf of the Urban Renewal upon a determination of financial emergency.
5. Any housing units constructed or acquired by the Urban Renewal shall be managed subject to the supervision of, and the rules adopted by, the Commissioner of Community Affairs.

The undersigned represents that this filing complies with State law as detailed in N.J.S.A. 42:2c and that he/she is authorized to sign this form on behalf of the Limited Liability Company

By: 
Name: Carolino Dlin
Title: Authorized Person

Date: March 8, 2022



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
LOCAL PLANNING SERVICES
101 SOUTH BRAD STREET
PO BOX 813
TRENTON, NJ 08625-0813
(609) 292-3000 • FAX (609) 643-6056

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

DEPARTMENT OF COMMUNITY AFFAIRS

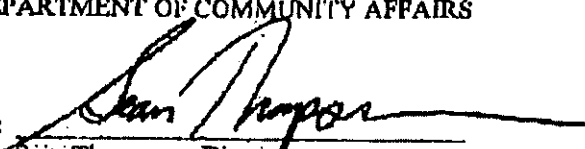
TO: State Treasurer
RE: NORTHGATE PRESERVATION URBAN RENEWAL LLC
File # 3327
An Urban Renewal Entity

This is to certify that the attached CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 30th day of March 2012 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

By:


Sean Thompson, Director
Local Planning Services



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**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

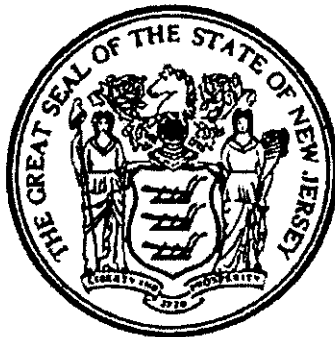
**NORTHGATE PRESERVATION URBAN RENEWAL LLC
0600476826**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on April 01, 2022.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

**C T CORPORATION SYSTEM
820 BEAR TAVERN ROAD
WEST TRENTON, NJ 08628**



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
8th day of April, 2022*

**Elizabeth Maher Muoio
State Treasurer**

Certificate Number : 6130591878

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCerUJSP/Verify_Cert.jsp

Northgate I Apartments
Camden, NJ

E. Resolution Authorizing Application & Execution of Financial Agreement

NORTHGATE PRESERVATION URBAN RENEWAL LLC
CERTIFICATE OF AUTHORITY

The undersigned do hereby certify that the following statements are true and correct:

1. HVPG Northgate Apartments LLC, a Delaware limited liability company (the "Managing Member") is the managing member of Northgate Preservation Urban Renewal LLC, a New Jersey limited liability company (the "Company").

2. Each of Jason Bordainick and Andrew Cavalluzi, as Managing Members of Hudson Valley Property Group, LLC, the managing member of the Managing Member, have the power and authority acting alone, to cause the Company to enter into and perform and, if applicable, to negotiate and finalize and to amend and modify those certain agreements, documents, matters, and other items in connection with the PILOT application, and execution of any financial agreement required in connection with the PILOT application (collectively referred to as the "Agreements"). All holders and owners of all right, title and interest in the Company have, to the extent required by all applicable agreements, executed and delivered all consents necessary to authorize the Managing Member to execute all the Agreements to which the Company is a party. No further consent of any member or manager in the Company shall be necessary for the Managing Member to exercise all power and authority on behalf of the Company in connection with the rights, duties and obligations of the Company under the Agreements to which the Company is a party.

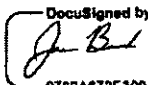
DATED as of the 3rd day of May, 2022.

MANAGING MEMBER:

HVPG NORTHGATE APARTMENTS LLC, a

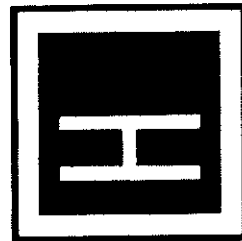
Delaware limited liability company

By: Hudson Valley Property Group, LLC, its managing member

By:  DocuSigned by:
0788A672E3D0474
Jason Bordainick, Managing Member

Northgate Apartments
Camden, NJ

F. Resume of Purchaser's Parent Organization – Hudson Valley Property Group



HUDSON VALLEY PROPERTY GROUP
PIONEERING COMMUNITY PRESERVATION

AFFORDABLE & WORKFORCE HOUSING ACQUISITIONS

TABLE OF CONTENTS

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OUR STORY & TEAM	4-5
WHAT WE DO	6-7
ACQUISITIONS	8
FOCUS ON SUSTAINABILITY	9-11
PORTFOLIO & CASE STUDIES	12-21
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|





ABOUT US

At Hudson Valley Property Group, we are acquiring, preserving and elevating affordable and mixed income housing in communities throughout the country. We invest capital creatively and offer customized development services to meet each property and partner's unique needs.

HUDSON VALLEY PROPERTY GROUP: OUR STORY

We strive to be the next generation of affordable housing: an honest and committed team executing creative financial solutions to preserve and elevate our nation's aging supply of low-income and workforce housing.

Hudson Valley Property Group was founded in 2010 by childhood friends and business partners, Jason Bordainick and Andrew Cavaluzzi. After observing blatant housing inefficiencies in their hometown of Rockland County, New York, Jason and Andy knew they could improve conditions for families in need of quality affordable housing. As sons of educators, they felt a connection to the area's public servants and understood their invaluable contribution to the community. In the context of the mortgage crisis, the two embarked on a mission to use their entrepreneurial experience, financial and real estate industry background, and clear compassion to fix the system. Jason and Andy came together to build an organization that would have a lasting impact on their community. The solution-oriented organization would enhance the vitality of the properties and communities they serve. The team's unique backgrounds, tenacity and mission-driven business approach have grown their portfolio across multiple states and to ~8,000 units and growing, totaling ~\$2B in project costs with ~\$165M in tax credit equity and ~\$250M in private equity deploy to date.

Triple Bottom Line Business: A for profit company that aims to have big social impact and practices environmentally sustainable development.

At Hudson Valley, we believe safe, healthy, and quality living environments should be available and affordable to everyone. Affordable housing is the foundation to a community's economic, social, and cultural vitality. Hudson Valley's mission is to increase the supply of quality affordable housing. Beyond renovating and preserving homes for residents, we enhance services and facilitate linkages to other local resources.



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JASON

BORDAINICK

MANAGING PARTNER & CO-FOUNDER

Jason co-founded HVPG with a vision to create the preeminent housing preservation firm, improving upon the availability, quality, and affordability of housing across the country. A recognized industry leader, Jason applies his creativity, tenacity and business acumen towards building an impactful organization that achieves outstanding results for its partners – both for-profit and non-profit, and the communities it serves. Jason leads the strategic direction for the firm and ensures each project, partnership and investment is structured for success. Before founding HVPG, Jason founded and built Off Campus Partners (OCP), the nation's largest online marketplace for off campus housing, which helps millions of students secure housing each year. OCP was acquired by CoStar in 2019. In his career, Jason has successfully executed over \$2.5 B of investments on behalf of private investors and corporations. He also previously worked in mergers & acquisitions and corporate management. Jason holds an MBA from Stanford's Graduate School of Business and a BS in finance from the McIntire School of Commerce at the University of Virginia, where he was honored with the Warwick Johnson Jr. award for academic achievement.

**ANDREW
CAVALUZZI**

PARTNER & CO-FOUNDER

Andy directs and oversees potential projects from property identification through project development to successful building completion. Andy has been involved in real estate brokerage, investment, and development for the past ten years. His diverse background in real estate has provided him with extensive experience to evaluate potential properties and execute successful outcomes. Andrew cultivates relationships with the municipalities and local residents that are key to the success of any project. His ability to work constructively with local, state and federal government officials on property rehabilitation and acquisitions ensures a positive outcome for local residents, the government, and HVPG investors alike. Prior to co-founding HVPG, Andy was a developer leading several real estate rehab, new construction, and development projects as well as a successful entrepreneur in the fitness and hospitality industries.

WHAT WE DO

ACQUISITIONS

We actively acquire affordable, workforce and mixed income properties throughout the country. We are experienced with a variety of executions to ensure certainty of closing and optimal pricing for the seller.

PRESERVATION PARTNERSHIPS

We partner with a variety of not-for-profit owners of affordable housing in unique and flexible ways. Our aim is to provide resources and solutions in order to preserve and renovate buildings to ensure top quality and performance. Alignment on mission, while championing long term partnerships through a collaborative approach, is our key to success.

OUR WORK IN FILM

PLEASE CLICK THE IMAGE BELOW TO VIEW VIDEO

NationSwell

This Private Real Estate Developer
Uncovers the Beauty of Aged
Buildings

© 2011 NationSwell

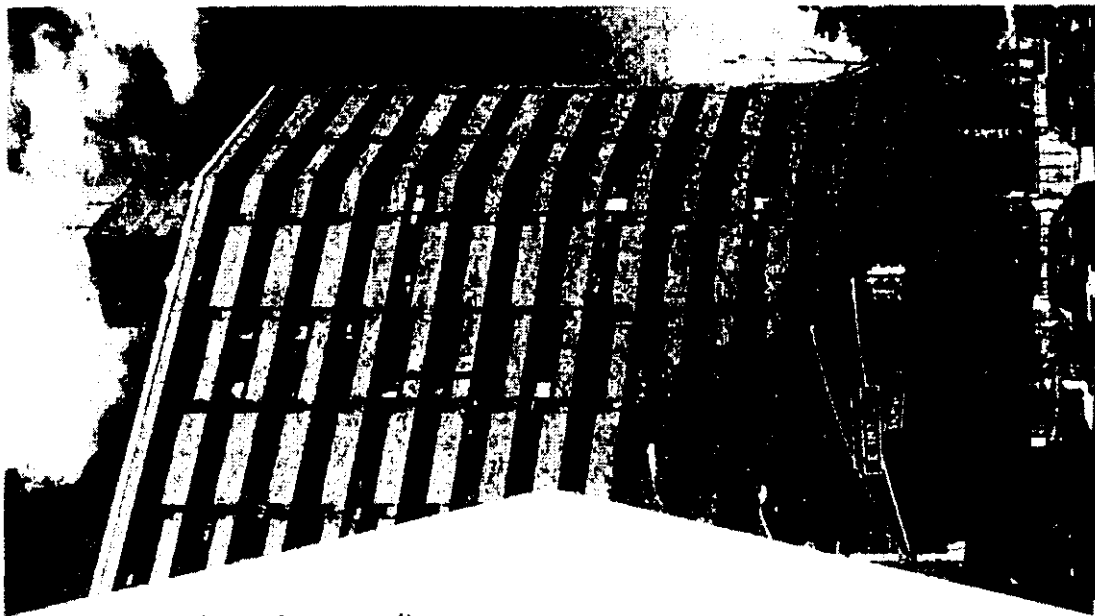
ACQUISITIONS CRITERIA & EXPERTISE

HVPG acquires HUD assisted, tax credit, affordable and workforce properties throughout the country. Using conventional financing and/or Low Income Housing Tax Credits, we have the capabilities to acquire large multi-state portfolios as well as individual assets as small as 50 units.

We execute our transactions with both tax credits and private equity financing. We are comfortable with a variety of unique and creative executions to ensure certainty of closing and to optimize price for seller.

We have extensive experience with:

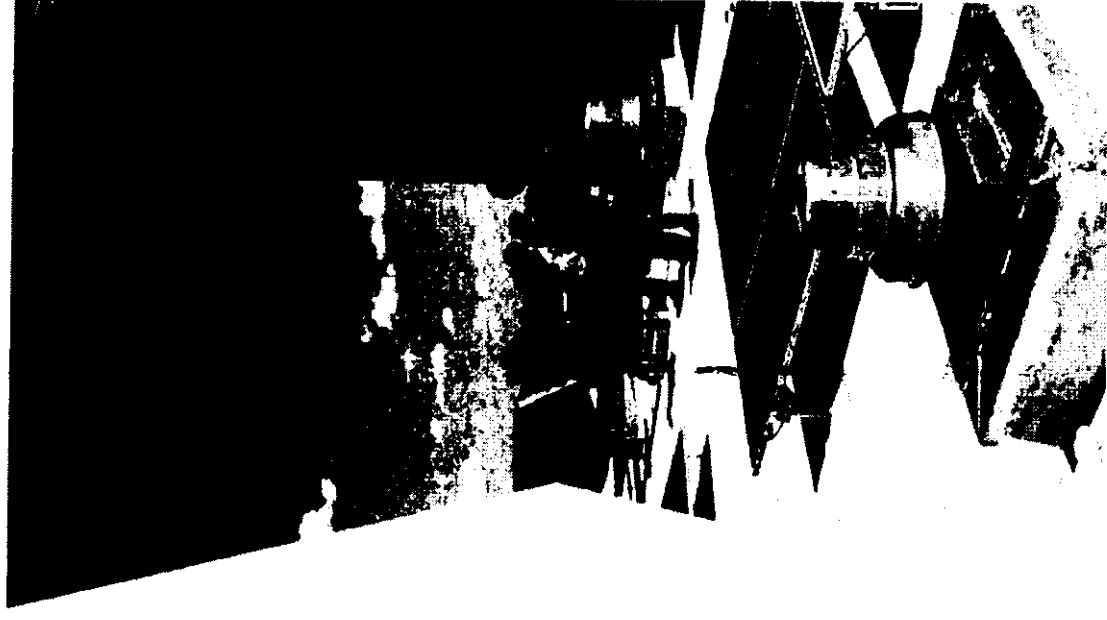
- HUD section 8
- HUD section 236
- HUD section 42 low-income housing tax credits
- NYS & NYC Mitchell Lama housing
- RAD conversions
- Rural development
- HUD section 202
- Mark-to-market and mark-up-to-market restructuring
- Partnership conflict resolution
- Minimizing tax upon sale repercussions
- Creating value in unused development rights



FOCUS ON SUSTAINABILITY

HVPG utilizes best practices in sustainable and resource efficient development, including:

- Ensuring that all property rehabs have a **dedicated budget for energy efficiency upgrades**
- Selecting sustainable building materials & implementation of **energy conservation measures**
- Engaging state regulatory agencies and energy consultants to **monitor project performance and energy savings**
- Reducing landfill waste during construction by redirecting recyclable materials back to the manufacturing process and re-using materials where possible
- Minimizing water usage through the use of native plantings and water conserving technology
- Educating the community of green building features and strategies





FOCUS ON SUSTAINABILITY

Marien-Heim Tower Case Study



NFP PARTNERSHIPS



BROOKLYN, NY



182 UNITS



SENIORS

MARIEN-HEIM TOWER SCOPE OF WORK:

- Air sealing and weather-stripping
- Window and balcony door replacement
- New high efficiency boilers
- New dedicated, high efficiency domestic hot water boilers
- Low-flow water fixtures
- New lighting throughout the building & hallways
- Energy Star appliance replacements

HVPG Environmental Case Study: Marien Heim Tower, Brooklyn, NY				
	2011-2012 Energy (kWh)	2013-2014 Energy (kWh)	2015-2016 Energy (kWh)	2017-2018 Energy (kWh)
Energy Usage (kWh)	13,576	11,302	2,274	17%
Energy Spending (\$)	\$258,437	\$208,724	\$49,713	19%



BEFORE:



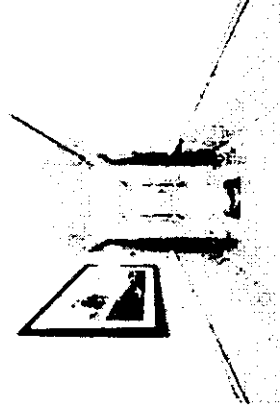
AFTER:



BEFORE:



AFTER:





FOCUS ON SUSTAINABILITY

Colt Arms Apartments Case Study



ACQUISITION



PATERSON, NJ



207 UNITS



SENIORS



COLT ARMS SCOPE OF WORK:

- Solar panel roof
- New high efficiency boilers
- Upgraded air conditioning and heating system
- Insulated roofing and windows
- Energy-star lighting and new appliances
- Water-saving fixtures

kWh

4000
3000
2000
1000
0



Electricity

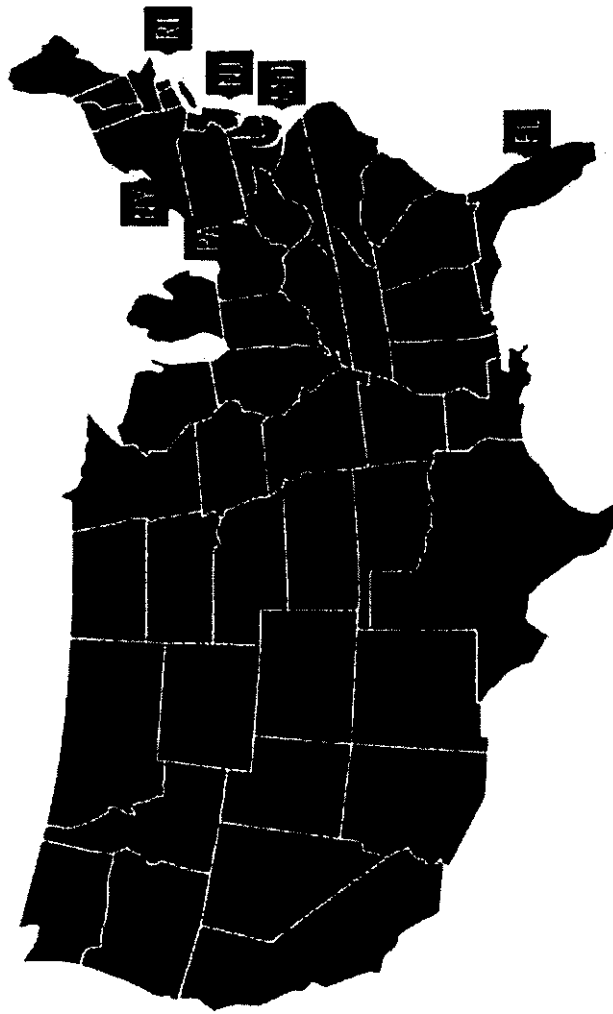
100
80
60
40
20
0



Pre-rehab —
Post-rehab —

HVPG Environmental Case Study: Colt Arms Apartments, Paterson, NJ			
	Jan 2015-Aug 2015 (pre-rehab)	Jan 2017-June 2017 (post-rehab)	Delta % Decrease
Energy Usage (kWh)	2,062,095	1,025,717	50%
Natural gas (Therms)	20,743	13,853	33%





PORTFOLIO

~8,000

HOMES
PRESERVED

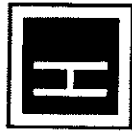
~20,000

RESIDENTS
SERVED

\$2B

DEVELOPMENT
COSTS





CRESTBURY APARTMENTS

CAMDEN, NEW JERSEY FAMILY SECTION 8 ACQUISITION/REHAB
UNDER CONSTRUCTION, SPRING 2022 COMPLETION



CAMDEN, NJ



381 UNITS



\$47.3MM RENOVATION



FAMILY

BEFORE:



AFTER:



From left to right before & after renovation: garden style exteriors, unit bathroom, unit kitchen



NJ SECTION 8 PORTFOLIO

Project-based Section 8



PORTFOLIO
ACQUISITION



VARIOUS, NJ



1,009 UNITS



SENIORS & FAMILY

• Triangle Village, Paterson, NJ

• St. James Village, East Windsor, NJ

• Orange Park Apartments, Orange, NJ

• Old Bridge Rotary Senior Citizens, Old Bridge, NJ

• Metuchen Senior Citizens, Metuchen, NJ

• Grove Street, East Orange, NJ

• Bethany Towers, Hazlet, NJ

PORTFOLIO DESCRIPTION:

Hudson Valley Property Group LLC (HVPBG) and Red Stone Companies, LLC, in joint venture with Wheelock Street Capital, acquired 1,009 units of New Jersey senior and family affordable housing located throughout northern New Jersey. The seven properties are subsidized through US Department of Housing and Urban Development project-based Section 8 contracts.

The former owner was a legacy owner that was looking to exit to the affordable housing space. The seller (who also owned a management subsidiary that operated the properties) wished to maximize sale proceeds, while also ensuring that a thoughtful transition and post-disposition plan was implemented for the existing onsite staff.

HVPBG EXECUTION:

The acquisition is the first phase of a long-term preservation plan that will include thoughtful and sustainable upgrades to the properties in the years to come. The transaction was financed with a significant private equity investment and a unique financing facility structured by Walker & Dunlop and Fannie Mae. The New Jersey-based property management company, Community Realty Management, assumed operations while retaining a majority of the existing management staff at each of the sites.

This transaction demonstrates a creative financing execution to preserve New Jersey's aging supply of affordable housing without relying on limited state public funds. It is estimated that the portfolio houses a total of 2,500 residents. The municipalities where these properties reside have been supportive of the preservation of the portfolio. The joint venture plans to hold the properties long-term and pursue renovations and sustainable upgrades based on the physical needs at each of the sites.

FINANCING AND SUBSIDY:

Red Stone was responsible for securing the debt financing and worked closely with HVPBG to assemble the capital stack for the transaction. Wheelock Street Capital provided the majority of the equity capital, with contributions from HVPBG and RS. The debt was funded by utilizing a unique financing facility structured by Walker & Dunlop and Fannie Mae.

All seven of the properties receive rental subsidy through project-based Section 8 contracts.





JERSEY CITY & NEWARK SEC. 8 PORTFOLIO

Project Based Section 8



PORTFOLIO
ACQUISITION



JERSEY CITY, NJ
& NEWARK, NJ



498 UNITS



FAMILY

PROJECT OBJECTIVES:

This portfolio consists of 498 units across five properties (20 buildings) of family affordable housing located in Jersey City: Van Wagenen I Apartments (233 units), Van Wagenen II Apartments (114 units), Bergen Manor (40 units), Kennedy Manor (25 units), and Broadway Manor (86 units) located in Newark. HVPF worked with the previous long-term owner to meet pricing expectations while maintaining the long-term affordability of the portfolio. The seller was the original developer of the portfolio and had been in ownership and management for decades. HVPF asset management and third party property management prioritized retention of staff while optimizing property operations. To ensure certainty of closing HVPF partnered with various stakeholder agencies, including the Cities of Jersey City and Newark and the NY/NJ HUD Office. HVPF executed the transaction with an investment from the Hudson Valley Preservation Fund (HVPF). As part of the acquisition, HVPF has identified immediate renovations and energy efficiency upgrades.

FINANCING AND SUBSIDY:

HVPF is manager of a CRA (Community Reinvestment Act)-eligible private equity fund, Hudson Valley Preservation Fund (HVPF), focused on the acquisition and preservation of affordable housing. Equity capital for this portfolio transaction was provided by HVPF with co-investment from Nuveen Impact Investing (a TIAA Company). The debt was funded through a customized debt facility structured by Walker & Dunlop and Fannie Mae. This \$157 million project demonstrates a substantial, social impact investment to preserve New Jersey's aging supply of affordable housing. All four properties are subject to HUD project based Section 8 contracts.

RESULTS:

- Affordability of low-income housing supply preserved for decades to come; secured by the issuance of new 20-year project-based HAP contracts by HUD
- The previously existing PILOT Agreements with the City of Jersey City were assumed by new ownership; a new 30-year PILOT Agreement with the City of Newark was secured for Broadway Manor
- Renovation prioritizing building modernization, energy efficiency upgrades and resident quality of life improvements
- No displacement of residents

SCOPE OF WORK:

SITE

- Creation of a Smart Security environment with Interactive Intercom
- Updated fire safety devices
- Enhanced tenant courtyard with landscaped seating areas at VWI
- Improved Exterior Lighting with Energy saving LED fixtures

BUILDING

- Full Roof replacement
- Complete Elevator modernization
- Energy efficient boilers and hot water heaters with Smart controls

COMMON AREAS

- New entry facade and lobby beautification with market rate finishes
- Common area & elevator lobby upgrades
- Energy saving LED lighting upgrades
- Updated laundry rooms and common bathroom facilities



Photos: (left to right) Van Wagenen I Apartments, Van Wagenen II Apartments, Renovated Van Wagenen I lobby, Broadway Manor Apartments



RIVERVIEW HOUSE

HUD PROJECT BASED SECTION 8



FAMILY



383 UNITS



BRONX, NY



ACQUISITION

PROJECT OBJECTIVES:

Located at 1600 Sedgewick Avenue in the 16th Council District in the Bronx, Riverview Apartments is a 26-story multifamily tower that consists of 383 units: three studios, 95 one-bedrooms, 239 two-bedrooms, 47 three-bedrooms and two super apartments. A HUD Project Based Section 8 HAP contract covers 315 of the units with additional units subsidized by portable tenant vouchers administered by NYCHA. The property is subject to a Regulatory Agreement with the City of New York Housing Preservation and Development and an Article V Tax Exemption. On-site amenities include: onsite parking, onsite laundry, common outdoor space and a playground. A child daycare facility occupies the one commercial space at the property.

HVPG worked with the previous owner in an off-market transaction to meet pricing expectations while maintaining the long-term affordability of the property, expanding tenant amenities and investing in building renovations.

FINANCING AND SUBSIDY:

HVPG is the manager of a private equity fund (HVPF) focused on the acquisition and preservation of affordable housing. Equity from HVPF was deployed to fund the acquisition of Riverview House, along with additional equity co-investment from Nuveen. The existing Wells Fargo mortgage was assumed and an additional supplemental loan was procured through Freddie Mac/Wells Fargo. HVPG secured a new 20-year HUD project based Section 8 contract with additional rental subsidy through a Mark-up-to-Market (tenant rent contributions remained unchanged).

RESULTS:

- Investment of approximately \$120MM in NYC's affordable housing supply
- Affordability of low income housing supply preserved for decades to come; secured by the issuance of a new 20-year project-based HAP contract by HUD
- The City of New York approved the assignment and assumption of the existing Article V Tax Exemption to support the long term financing of the project
- Renovation prioritizing building modernization, energy efficiency upgrades and resident quality of life improvements
- No displacement of residents
- New Tenant Amenity:** Building-wide (apartments and common areas) Wi-Fi service will be provided to tenants for no charge. This service is in lieu of tenants procuring internet access with 3rd party providers at charges ranging from \$40 to \$70 per month.

SCOPE OF WORK:

SITE

- Security upgrades
- Landscaping and playground updates

BUILDING

- Roof repairs
- Elevator modernization
- Facade work
- Energy saving lighting upgrades

UNITS

- Select units to receive new ovens and refrigerators
- Updated fire safety devices

COMMON AREAS

- Entire building is Wi-Fi enabled and high-speed internet is provided at no cost to tenants





LAKEWOOD APARTMENTS

HUD PROJECT BASED SECTION 8 & HUD SECTION 202



ACQUISITION



BALTIMORE, MD



102 UNITS



SENIOR

PROJECT OBJECTIVES:

Lakewood Apartments (102 units) is a four-story property serving elderly and disabled, low-income residents. The site is located on North Lakewood Avenue in the historic Bree-Biddle District of Baltimore, Maryland. Current on-site amenities include: community room, community kitchen, resident TV room, two laundry facilities, on-site parking, and an outdoor patio. HVPG formed a partnership with the non-profit organization, Hearststone Housing Foundation, and executed the transaction with an investment from Hudson Valley Preservation Fund (HVPF). As part of the acquisition, HVPG has identified items for immediate repair, energy efficiency upgrades, areas to improve community spaces, and safety upgrades. Additional funding from HUD allowed HVPG to provide new, on-site social services to residents. HVPG and the onsite property management team used feedback from tenant surveys to determine which social services were in highest demand and how to best provide them.

FINANCING AND SUBSIDY:

HVPG is the manager of a private equity fund (HVPF) focused on the acquisition and preservation of affordable housing. Equity from HVPF was used to fund the acquisition of Lakewood Apartments. The debt financing was originated by PGIM and Fannie Mae.

Additional rental subsidy secured through a Mark-up-to-Market (tenant rents remained unchanged). The total project costs were ~\$17.6M.

RESULTS:

- Long-term affordability preserved for decades to come; secured by the issuance of a new 20-year project-based HAP contract issued by HUD
- The City of Baltimore supported the project by approving a new, 40-year PILOT Agreement
- Robust suite of resident social services programming to be offered onsite, managed by HVPG & onsite property management
- Renovation prioritizing building modernization, energy efficiency upgrades and resident quality of life improvements.
- No displacement of residents

SCOPE OF WORK:

SITE

- New cameras throughout the site and security system upgrades
- Energy saving LED lighting upgrades
- Landscaping upgrades with perimeter fencing to create a resident only exterior courtyard and garden
- Repave and restripe parking lot BUILDING
- Roof replacement & new rooftop unit
- Masonry repairs
- Full elevator modernization

UNITS

- Select units to receive new cabinetry, fixtures, and HVAC

COMMON AREAS

- Reimagined front desk & mailbox upgrades
- New flooring in lobby and laundry rooms
- Community room upgrades including new flooring and painting
- Enhanced media room with the creation of a game room
- Energy saving LED lighting upgrades
- New appliances in community kitchen





PARKLEDGE APARTMENTS

HUD Section 236, Section 8



ACQUISITION



YONKERS, NY



311 UNITS



FAMILY

PROJECT OBJECTIVES:

Parkledge Apartments (311 units) is comprised of two towers and two townhome buildings and serves low- and moderate-income residents. The site is located on Yonkers Avenue in Yonkers, New York. HVPG worked with the previous owner to meet pricing expectations while maintaining the long-term affordability of the property. To ensure certainty of closing HVPG partnered with various stakeholder agencies, including: Yonkers Industrial Development Agency (YIDA), New York Housing and Finance Agency (HFA), HUD and numerous Section 8 voucher administrators. HVPG executed the transaction with an investment from the Hudson Valley Preservation Fund (HVPF). As part of the acquisition, HVPG has identified immediate renovations and energy efficiency upgrades, and will simultaneously complete ongoing construction and repair work that were initiated pre-sale.

FINANCING AND SUBSIDY:

The acquisition was financed with equity from HVPG's preservation fund (HVPF) along with a co-investment, and debt originated through Jones Lang LaSalle and Fannie Mae. HVPG executed a HUD Section 236 IRP Agreement and HUD budget based rental increase (BBRI) to support the building's operations and planned rehab. HVPG also worked with the various Section 8 and subsidy voucher administrators to ensure resident leases remained in place.

RESULTS:

- Affordability of workforce housing supply preserved for decades to come
- Renovation prioritizing building modernization, energy efficiency upgrades and resident quality of life improvements
- The Yonkers Industrial Development Agency supported the project with the assumption and extension of the previously existing PILOT agreement
- No displacement of residents

SCOPE OF WORK:

SITE

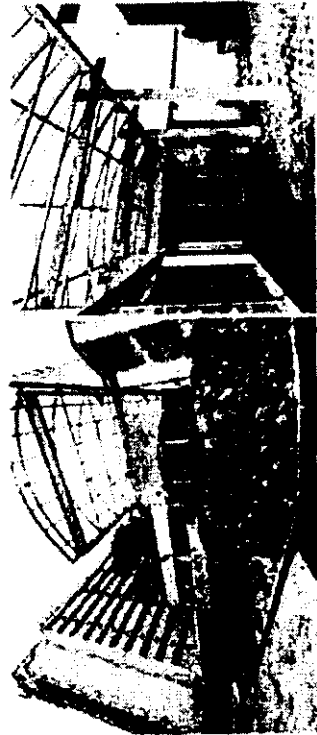
- Security upgrades

BUILDING

- Roof & insulation replacement
- Façade repair
- Elevator cab upgrades

UNITS

- Units to receive water - saving fixtures: toilets, aerators, showerheads
 - Energy saving lighting upgrades
- ### COMMON AREAS
- Lobby Upgrades
 - Common areas to receive water-saving fixtures
 - Energy saving lighting upgrades

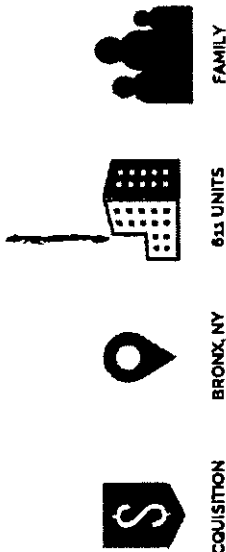


Photos: (left to right)
Aerial of site, main
entrance views



KEITH PLAZA & KELLY TOWERS

Mitchell Lama, Section 236, RAD conversion, project-based section 8



FAMILY

611 UNITS

BRONX, NY

ACQUISITION

PROJECT OBJECTIVES:

Keith Plaza (30 stories, 311 units) and Kelly Towers (17 stories, 301 units) are located on Southern Boulevard in the Bronx, NY. Both properties were built in 1975 under the Mitchell Lama Housing Program restricted to 125% AMI rents. Mitchell Lama workforce housing properties are some of the most at-risk affordable housing properties in New York City. As mortgages mature on these properties, many owners elect to make them market rate or to sell to a market rate developer.

The former owner was looking to exit the property, but wanted to see the buildings preserved as workforce housing while also receiving optimal proceeds at the time of sale. Another priority of the former owners was that the existing management team remained in place as a third-party manager for the new ownership.

HVPG EXECUTION:

Hudson Valley Property Group partnered with Phoenix Realty Group to acquire and preserve the two properties. The partnership was able to attract a significant private equity investment, as well as federal and New York City agency financing to make the project feasible. Keith and Kelly are an ideal case study to demonstrate the success and importance of public-private partnerships to preserve aging workforce housing in New York City and beyond.

RESULTS:

- Substantial \$15.4M renovation improved the quality of life and safety of residents (\$10M Keith, \$5.4M Kelly).
- The onsite staff was retained as third-party management.
- Long-term affordability preserved utilizing the Rental Assistance Demonstration II (RAD II) program, which included the issuance of a new 20-year, Section 8 Project-Based Rental Assistance (PBRA) contract.
- Additional subsidy was secured for individual residents through enhanced vouchers (or "sticky vouchers").

FINANCING AND SUBSIDY:

Financing was provided by the City of New York, including the New York City Housing Development Corporation and the New York City Department of Housing Preservation and Development. In addition, an equity investment was funded by Belveron Partners and the developers, Hudson Valley Property Group and Phoenix Realty Group. More specifically, Keith Plaza and Kelly Towers were financed by approximately \$40 million in tax-exempt recycled bonds and an additional \$7.7 million secured by 236 Mortgage Decoupling Interest Reduction Payments. The total development costs surpassed \$88 million and the renovation costs exceeded \$15 million.

SCOPE OF WORK:

Environmental: new appliances, electrical fixtures, GFI outlets, improved heating systems, new energy saving lighting and trash compactors
Safety: new building wide security system
Building exterior and grounds: extensive garage repairs, landscaping and recreation area upgrades
Building interior: exhaustive lobby and entrance renovations, new floors and painting
Resident units: new sinks, cabinets, and countertops in the kitchens; new vanities, shower bodies, lavatories, and tiling in the bathrooms; new electrical outlets; new doors





COLT ARMS APARTMENTS

Section 236, RAD conversion, project-based section 8



ACQUISITION



PATERSON, NJ



207 UNITS



SENIOR

PROJECT OBJECTIVES:

Colt Arms Apartments is a 207-unit, 14-story apartment building located on Godwin Street in Paterson, New Jersey, and was built in 1975. The building had aged significantly since its initial construction and major system upgrades were necessary to keep the property in use.

HVPG EXECUTION:

Hudson Valley Property Group acquired Colt Arms Apartments in January 2016 and executed a RAD conversion. It was one of the first four preservation projects in the nation utilizing the Rental Assistance Demonstration (RAD) PBRA Component 2 program (see related press). The property underwent a significant renovation that completed in late 2016.

RESULTS:

- Colt Arms also had an expiring RAP (Rental Assistance Program) contract that provided rental subsidy to many of the residents. Colt Arms' affordability was at risk if it was not re-capitalized through the RAD (Rental Assistance Demonstration) program prior to the RAP contract expiration.
- Substantial \$12M turnaround renovation that improved the quality of life and safety of residents
- Long-term affordability preserved utilizing the Rental Assistance Demonstration II (RAD II) program, which included the issuance of a new 20-year, Section 8 Project-Based Rental Assistance (PBRA) contract
- Additional subsidy was secured for individual residents that were not previously covered under the former RAP contract
- Property features a solar roof to reduce operating costs and provide a more sustainable energy solution for the future building's

FINANCING AND SUBSIDY:

The Colt Arms acquisition required several sources of financing, including 4% low-income housing tax credits and tax-exempt bonds from the New Jersey Housing and Mortgage Finance Agency, R4 Capital syndicated the credits to raise approximately \$10 million in equity, and Red Stone Tax Exempt Funding provided placement financing. The development team decoupled the Section 236 interest reduction payment, yielding a \$1.9 million interest reduction payment loan. There are two tranches of debt—one against the mortgage on the property and another on the decoupled IIRP stream.

SCOPE OF WORK:

Environmental: New boilers, upgraded air conditioning and heating system, insulated roof and windows, energy-star lighting and new appliances, water-saving fixtures and faucets, solar paneled roof
Safety: ADA-compliant sidewalk and curb replacement, fire-rated and sound-insulated unit entry doors, common area ADA-compliant restroom, new elevator cabs, new sprinkler system and upgraded fire alarms, new building security system with 24-hour surveillance
Building exterior and grounds: New landscaping and outdoor seating areas including a renovated gazebo on site
Building interior: Renovated resident community space and main lobby, new bio-based flooring in all common areas, new signage and trash compactor
Resident units: New bio-based flooring and baseboards, new kitchen cabinetry, appliances and bathroom accessories, repaired ceilings and new painting. All units now have their own climate control as an advanced feature of the new HVAC system





MARIEN-HEIM TOWER

Mitchell Lama, Section 236, RAD conversion, project-based section 8



NFP PARTNERSHIPS

BROOKLYN, NY

182 UNITS

SENIOR



PROJECT OBJECTIVES:

Marien-Heim Tower, Inc., a Brooklyn-based non-profit, has owned and operated the 182-unit senior building for more than 40 years. The property is located on Ocean Parkway in the Midwood neighborhood of Brooklyn, NY. By 2014, the property was in need of an extensive renovation but lacked the necessary financial capability and expertise.

Marien-Heim Tower, Inc. expressed interest in partnering with Hudson Valley Property Group to complete a tax-credit redevelopment of the property while retaining long-term involvement and management. Given MHT's expiring Section 236 contract and limited cash flow, the property required a robust development/financing solution to prevent further aging of the building and to preserve the units as affordable for its senior residents and the community.

HVPG SOLUTION:

An innovative solution was devised by Hudson Valley-MDG, a development partnership between Hudson Valley Property Group and MDG Design + Construction LLC. Hudson Valley - MDG formed a joint venture with the not-for-profit organization which allowed them to remain involved long-term as owner and manager while strengthening their financial capabilities.

RESULTS:

- Substantial \$16MM renovation at no out-of-pocket cost to the organization
- Generated several million dollars in proceeds that the organization could use to further its mission
- No increase in tenant paid rents
- No tenants were displaced
- Marien-Heim Tower, Inc. was heavily involved in the development of the scope of work, and continues to provide excellent management for the building and its residents

FINANCING AND SUBSIDY:

This \$53MM (total development costs) project was funded by tax-exempt bonds issued by the New York State Housing Finance Agency (HFA), and utilized as-of-right 4% Low Income Housing Tax Credits (LIHTC). The property participates in HUD's Rental Assistance Demonstration (RAD) program in connection with the new financing, and also benefits from decoupling the remaining interest Reduction Payments (IRP) from the underlying mortgage so as to generate additional proceeds for the project.

Hudson Valley-MDG was also the first developer in New York State to utilize an innovative "Back-to-Back" financing structure in collaboration with HFA and Citibank that decreased transactions costs. This financing execution allowed the non-profit organization to retain long-term involvement as owner and manager throughout and after LIHTC compliance.

SCOPE OF WORK:

Environmental: updated lighting, Energy-Star appliances, energy-efficient boilers, burners, hot water heaters, toilets, and shower heads

Safety: new security system, balcony structural reinforcement, new intercoms, and emergency pull cords

Building exterior and grounds: new landscaping, benches, tables, skylights, windows, fencing, and facade restoration

Building interior: Renovated lobby, laundry room and main entrance featuring automatic doors

Residents' units: new kitchens, bathrooms, cabinets, sinks, flooring, doors, and new paint





VICTORIAN TOWERS

Section 236, RAD conversion, project-based section 8



NFP PARTNERSHIPS

CAPE MAY, NJ

205 UNITS

SENIOR

PROJECT OBJECTIVES:

Victorian Towers Apartments has been in service for over forty years. It was originally developed by the Diocesan Housing Services of the Catholic Diocese of Camden (DHSC). This not-for-profit organization has owned and managed the property since its initial construction. The property is an age restricted apartment complex for low-income seniors located in Cape May, New Jersey.

The property was in need of renovations, as well as ADA compliance upgrades. It received subsidy through a Rental Assistance Payment (RAP) contract that was nearing the end of its term. DHSC wanted to renovate the building while preserving its affordability through a Rental Assistance Demonstration (RAD) conversion. The Diocese also wanted to remain involved long-term as part-owner and manager. The organization sought the expertise of a LHHC development team and partner to execute this project.

HVPG SOLUTION:

Hudson Valley Property Group and MDG Design + Construction (Hudson Valley-MDGC) formed a partnership entity with DHSC that acquired the building and provided an innovative solution that has enabled the essential renovation at no out-of-pocket cost to the organization, generated proceeds that the organization can use to further its mission, and preserved affordability for hundreds of tenants without any increase in tenant paid rents through a RAD PBRA Component 2 conversion in Hudson Valley and the Diocese worked hand-in-hand to create a thorough scope of work tailored to the property's needs, while also improving operations through increased subsidy, PILOT extension, investment in building systems and ADA compliance measures.

FINANCING AND SUBSIDY:

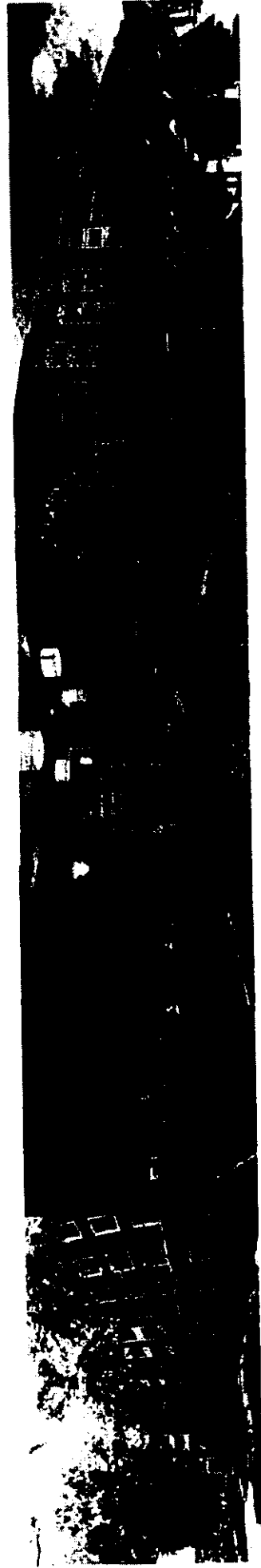
Total development costs for this preservation endeavor were \$24M. The project utilized the NJHMFA Conduit Bond Program, equity generated from the sale of 4% Low Income Housing Tax Credits, and a tax abatement from the City of Cape May. Upon completing the refinancing and rehabilitation of Victorian Towers, 56 units will remain affordable through a new 20-year project-based Section 8 Housing Assistance Payments (HAP) contract, and the remaining units will remain affordable through a 20-year Project-Based Rental Assistance (PBRA) agreement.

RESULTS:

- Substantial \$8M renovation at no out-of-pocket cost to the organization that will improve resident quality of life and reduce future operating costs at the property
- Long-term affordability preserved utilizing the Rental Assistance Demonstration II (RAD II) program, which included the issuance of a new 20-year, Section 8 Project-Based Rental Assistance (PBRA) contract
- Generated proceeds that the Diocese can use to further its mission
- No increase in tenant paid rents and no residents were displaced
- DHSC was heavily involved in the development of the scope of work and continues to provide excellent management for the building and its residents

SCOPE OF WORK:

- Environmental:** Energy efficiency retrofit; water conservation measures including low flow toilets, shower heads and faucets
- Building exterior and grounds:** professionally designed new Victorian-style facade with decorative gas street lamps lining the side walk
- Building interior:** Redesign of lobby featuring a seating area and grand faux fireplace
- Resident units:** Installation of new windows that are more conducive to senior living (easy open and close), creation of 10 fully ADA accessible units and several additional units for the hearing and visually impaired



PRESS

YOU COULD RETIRE AND LIVE CHEAPLY 2 BLOCKS FROM THE BEACH AT RENOVATED SENIOR COMPLEX

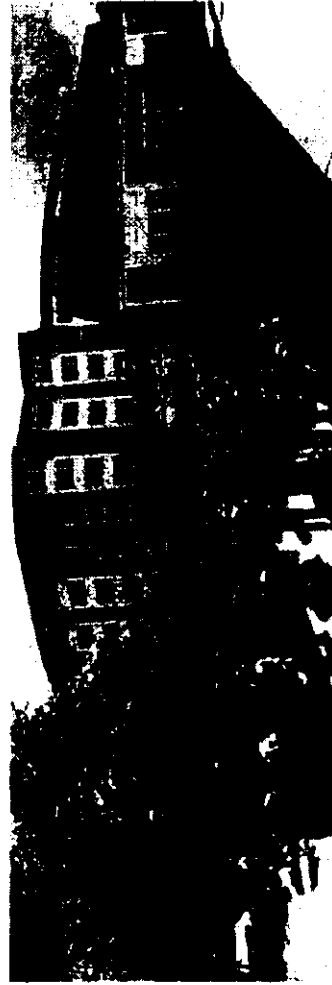
May 2019 - Cape May, NJ - Affordable living at the Jersey Shore just got a whole lot nicer, thanks to a \$24 million rehabilitation project. Victorian Towers, a 205-unit affordable housing development for senior citizens located near the Washington Street Mall in Cape May, recently completed a nearly year-long renovation project. Of the 205 rooms at the housing facility, 56 units will remain affordable through a 20-year, project-based Section 8 Housing Assistance Payments (HAP) contract, and the remaining units will remain affordable through a 20-year, Project-Based Rental Assistance (PBRA) agreement. The building is only a few blocks from the beach and is situated in the downtown area of the city. About 39% of Cape May's 3,500 people are over the age of 60. Of those seniors, 5.5% are considered to be living in poverty.

The turnaround comes years after residents told a different story of Victorian Towers. In 2012, it had several vacancies, and residents complained of a number of maintenance issues, according to a report in the Cape May Herald. Now, renovations included new flooring, new windows, and re-done hallways and community gathering area. Outside of the building, seven gas lamps were also installed to keep with the Victorian-style and historic feel of the town. MDG Design + Construction, LLC and Hudson Valley Property Group completed the project, which was funded through multiple banks, with assistance from the US Department of Housing and Urban Development.

The building is owned and operated by the Diocesan Housing Services Corporation of the Diocese of Camden. At an opening Friday, **Bishop Dennis Sullivan** said more affordable housing is needed, especially with the aging population living longer. "(We) need much more than we currently have," he said. "The diocese would be glad to sponsor much more, and we are available, but we need to have cooperation, especially that of political powers like we have in the present."

Hudson Valley Property Group co-founder Andrew Cavaluzzi said the organization first discussed the project with the Diocese in 2013 and revisited the idea two years later before coming to an agreement. Cavaluzzi said the residents' questions, comments, and understanding of the process and construction helped get the project completed. "Anytime that you have construction or renovations going on, there are a lot of nerves that come out," Cavaluzzi said. "We went through everything, and the residents were great and were very receptive to what we had, and had some questions and comments. Because of the residents, we were able to get this done."

The **DHSC's Executive Director, Jamle Reynolds**, said the development had to feel like home. "We try to incorporate that spirit at each of the properties we operate," he said. "We are especially pleased with the opportunity to refresh Victorian Towers and bring some new life in one of our oldest properties, which was built in 1973."



[LINK TO FULL ARTICLE](#)

EAST HARLEM TENANTS WIN \$60M AFFORDABILITY DEAL

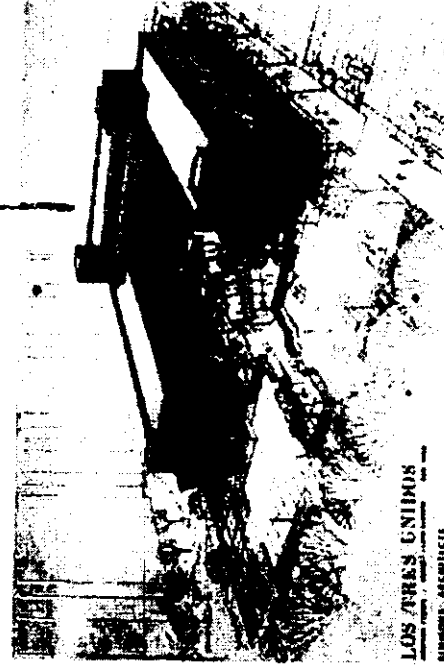
February 13, 2018 – New York, NY– A \$60 million funding package will allow developers to preserve the affordable Los Tres Unidos apartments in East Harlem.

A partnership between Nuevo El barrio para la Rehabilitacion de la Vivienda y la Economia, (NERVE), NCV Capital Partners (NCV), Hudson Valley Property Group (HVPG) and Belveron Partners (Belveron) announced plan for the 135-unit multifamily development on 112th Street. Equity investments were provided by Belveron and HVPG along with a Fannie Mae mortgage through Prudential.

The property remains subject to its U.S. Department of Housing and Urban Development (HUD) Housing Assistance Payment contract, which allows tenants to pay only 30 percent of their monthly income towards rent. The new owner, a NERVE-NCV-HVPG partnership, plans to keep the property affordable for the long-term.

The NERVE organization was formed in 1975 and was one of the original developers of Los Tres Unidos. In 2017, NERVE exercised its right-of-first-refusal (ROFR) when its partner endeavored to sell. NERVE brought in new partners, NCV, HVPG, and Belveron for immediate equity and acumen to match the competing offer and secure the property for a January 2018 closing.

"When Robert Anzagasti of NERVE contacted NCV and expressed his desire to exercise NERVE's Right of First Refusal to purchase Los Tres Unidos, I thought it would be very challenging to raise the necessary capital given the 30-day time frame as permitted under the agreement. However, by tapping into NCV's network of investors we were able to find the perfect partners in Hudson Valley Property Group and Belveron to pull this off. The real winners are the tenants of Los Tres Unidos who will continue to live in high quality affordable housing in the emerging neighborhood of El Barrio (East Harlem) as the project will remain affordable for the foreseeable future," stated Keith Gordon, Managing Partner of NCV Capital Partners.



LOS TRES UNIDOS
BUILDING - EAST HARLEM, NY

[LINK TO FULL ARTICLE](#)

\$8 MILLION PROJECT MAINTAINS AFFORDABLE HOUSING FOR SENIORS IN CAPE MAY

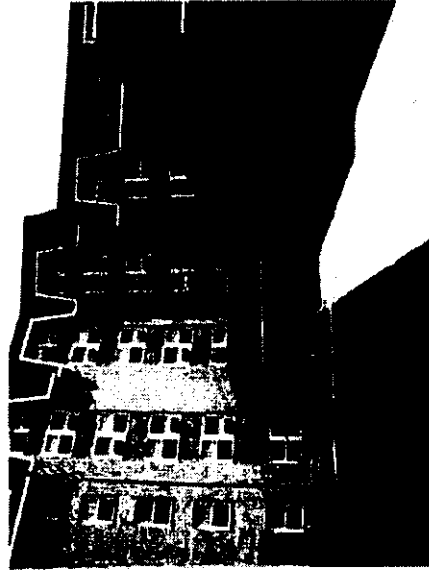
November 21, 2017 – Cape May, NJ – The Diocesan Housing Services Corporation of the Diocese of Camden, Inc. (DHSC), MDG Design + Construction, LLC, and Hudson Valley Property Group (HVPG), announce the closing of Victorian Towers, a refinancing and renovation project that will result in the investment of more than \$8 million in capital improvements to this 205-unit senior housing development located at 608 Washington Street in Cape May, New Jersey. The refinancing will preserve the affordability of Victorian Towers for 20 additional years while renovations will provide necessary upgrades to the units and property.

Originally constructed in 1973 to house low-income seniors, Victorian Towers is a six-story development containing 205 studio and one-bedroom apartments as well as 82 parking spaces located near shopping, medical, and public transit services. Renovations will include improvements to the units; a redesigned lobby with a seating area; and a complete overhaul of over 2,000 square feet of community facilities. Exterior work includes the installation of easily opened and closed windows and a new Victorian-styled facade. Efficiency upgrades include new AC units and water conservation measures such as the installation of low-flow toilets, shower heads, and faucet aerators. The scope of work also involves the creation of 10 fully accessible units designed in accordance with the Americans with Disabilities Act, including several units for the hearing and visually impaired.

DHSC has managed Victorian Towers for decades and will continue to remain involved with the property for the long term to continue serving its residents and the Cape May Community. As development partners, MDG and HVPG will bring substantial financing and development resources to the project, and will continue to be a partner of DHSC post-renovation.

"We are proud to be partnering with the Diocese to further its mission in providing its low- to moderate- income earning Cape May residents with high-quality affordable housing. We are grateful to NJHMFA and the HUD RAD program for providing the programs and support to make this project a success," commented Jason Bordainick, Managing Partner and Co-Founder of Hudson Valley Property Group.

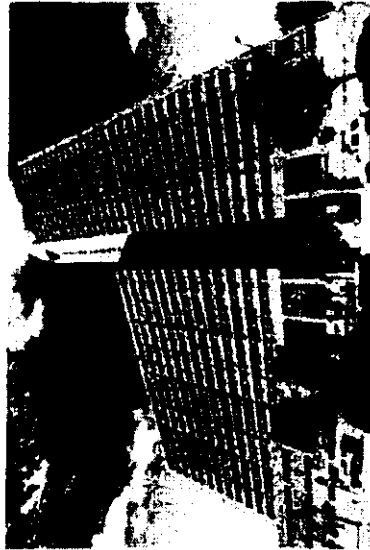
Upon completing the refinance and rehabilitation of Victorian Towers, 194 units will remain affordable through a 20-year Project-Based Rental Assistance (PBRA) agreement, while the balance of the units will remain affordable through the HUD Section 236 program. The project utilizes the NJHMFA Conduit Bond Program, equity generated from the sale of 4% Low Income Housing Tax Credits.



"We couldn't be more pleased to be able to make a significant investment in the improvement of Victorian Towers," said James Reynolds, the Executive Director of DHSC. "Our partners at MDG and HVPG are consummate professionals and are helping us to further the work of the Church in advancing the interests of low- and moderate-income seniors and families in need throughout South Jersey."

[LINK TO FULL ARTICLE](#)

HVPG, PARTNERS & NEW YORK CITY CELEBRATE COMPLETION OF 613-UNIT MITCHELL LAMA HOUSING RENOVATION



May 12, 2017 – Hudson Valley Property Group (HVPG), Phoenix Realty Group (PRG), and Belveron Partners are pleased to announce the completion of the \$14 million renovation project for Keith Plaza and Kelly Towers, located in the Bronx, New York. Councilman of the 15th District, Ritchie Torres, HDC Chief Operating Officer & General Counsel, Richard Froehlich, Assistant Commissioner, Division of Housing Supervision, Julie Walpert, and HUD Deputy Regional Administrator of New York and New Jersey, Mirza Orriols, joined the development team at the ribbon cutting ceremony on Friday, May 12, 2017 at 11am.

"The extensive rehabilitation and preservation of more than 600 units of housing at Keith Plaza and Kelly Towers demonstrates the successful public and private partnership needed to protect the affordability and quality of our critical Mitchell-Lama housing stock," said HDC President, Eric Enderlin. "I would like to acknowledge and thank our many partners at HUD, HPD, Hudson Valley, Phoenix Realty Group, and Belveron Partners for all their hard work to preserve this vital affordable housing for The Bronx and New York City."

"Our preservation work is safeguarding the affordability of homes and neighborhoods, and ensuring the quality of our city's critical infrastructure – housing – for generations to come," said HPD Commissioner Maria Torres-Springer. "Preserving the remaining stock of Mitchell-Lama housing is an important component of the housing plan, and this investment is paying off at developments like Keith Plaza and Kelly Towers. HPD thanks HDC, Hudson Valley Property Group, and Phoenix Realty Group for bringing much-needed improvements and the security of extended affordability to more than 600 families."

The acquisition, preservation and renovation of Keith Plaza and Kelly Towers provided a unique and innovative financing solution to prevent the loss of 613 units of workforce and affordable housing from New York City's housing stock. Keith Plaza is one of the early preservation projects in the nation utilizing the Rental Assistance Demonstration II (RAD II) program, which included the issuance of a new 20-year, Section 8 Project-Based Rental Assistance (PBRA) contract.

Both properties were built in 1975 under the Mitchell Lama Housing Program restricted to 125% AMI rents. Mitchell Lama workforce housing properties are some of the most at-risk affordable housing properties in New York City. As mortgages mature on these properties, many owners elect to make them market rate or to sell to a market rate developer. The preservation of Keith and Kelly ensures that these properties will remain quality, affordable housing in the Bronx community for decades to come.

"These important preservation projects will ensure that working class families and retired seniors who reside here have a quality, affordable place to call home for years to come. We plan to follow the City's lead and continue to work to preserve affordable housing throughout the five boroughs." Jason Bordinick, Managing Partner, Hudson Valley Property Group.

Financing was provided by the City of New York, including the New York City Housing Development Corporation and the New York City Department of Housing Preservation and Development, in addition to an equity investment provided by Belveron Partners and the developers Hudson Valley Property Group and Phoenix Realty Group. More specifically, Keith Plaza and Kelly Towers were financed by approximately \$40 million in tax-exempt recycled bonds and an additional \$7.7 million secured by 236 Mortgage Decoupling Interest Reduction Payments.

Keith Plaza, a 311-unit, 30 story building located at 2475 Southern Boulevard, and Kelly Towers, a 302-unit pair of 17-story buildings located across the street at 2375 and 2405 Southern Boulevard, are 99% occupied and provide homes for both low and moderate income working families and seniors. There is a lengthy waiting list to secure a unit at both of these properties.

Both properties are centrally located in a rapidly redeveloping area of the Bronx, near Fordham University, St. Barnabas Hospital, the Bronx Zoo and the New York Botanical Gardens. PRG and HVPG acquired the properties in December of 2015 with the intention of preserving them as affordable workforce housing for the long-term. The buildings were renovated over the over the course of 2016 and 2017.

"Today Keith Plaza joins nearly 25,000 affordable units nationwide renovated through HUD's Rental Assistance Demonstration, with nearly 10,000 of those located in New York State," said **Mirza Orrlols, HUD Deputy Regional Administrator for New York and New Jersey**. "RAD has served as a lifeline for multifamily properties in need of refinancing and repair, preserving long-term affordability and providing residents with the stable, quality housing we know is a gateway to opportunity."

The total development cost surpassed \$88 million and the renovation cost exceeded \$14 million. Key upgrades consisted of common area and unit renovations to improve resident comfort and safety. The common area renovations included extensive repairs to the parking garage, upgrades to the exterior landscaping and recreation areas, renovation of the lobby and building entrances, new flooring and painting in all common areas, a new trash compactor and a new security system. The unit renovations included new appliances, electrical fixtures, sinks, cabinets, and countertops in the kitchens, as well as new vanities, lavatories and GFI outlets in the bathrooms. Each apartment also received new electrical panels and new door hardware. Significant energy efficiency enhancements were also included in the project scope such as improved heating systems and new lighting.



[LINK TO FULL ARTICLE](#)

HUDSON VALLEY PROPERTY GROUP ACQUIRES 1,009-UNIT PORTFOLIO



Feb. 2016 – Hudson Valley Property Group (HVPG) has acquired 1,009 affordable housing units throughout northern New Jersey. Located in the towns of East Orange, Hazlet, Metuchen, Old Bridge, Orange, Paterson, and Windsor, the seven family and senior housing properties are subsidized through project-based Sec. 8 contracts. It is estimated the developments house 2,500 residents.

The deal, which is valued at more than \$180 million, is the latest transaction by HVPG, a New York City-based affordable housing preservation firm. The company partnered on the deal with Red Stone Cos. and Wheelock Street Capital. Red Stone was responsible for securing the debt financing and worked closely with HVPG to assemble the capital stack for the transaction. Wheelock Street Capital provided the majority of the equity capital. The debt was funded by utilizing a financing facility structured by Walker & Dunlop and Fannie Mae. The portfolio was owned by Kline Enterprises and formerly managed by First National Properties.

"The previous owners built an impressive organization and team providing much-needed affordable housing throughout New Jersey," said Jason Bordainick, Managing Partner of HVPG, in a statement. "We are excited to have the opportunity to carry on their legacy, and to preserve these properties for decades to come."

The joint venture plans to hold the properties long term and pursue renovations and sustainable upgrades on the properties.

"We are especially excited to have leveraged our relationship with Walker & Dunlop and Fannie Mae to structure and participate in a flexible and multiple-party debt/equity capital stack to maximize the opportunity on this acquisition and preservation of over 1,000 affordable housing units," said Brian Renzi, managing director of Red Stone.

The New Jersey-based property management company, Community Realty Management, assumed operations while retaining a majority of the existing management staff at each of the sites. The portfolio was listed and brokered by SVN AFFORDABLE | Levental Realty, and the transaction was led by managing director Gene Levental and senior advisor Jamie Renzenbrink. The law firms of Nixon Peabody, Berman Indictor, and Goodwin Procter represented the joint venture in the transaction. *(Photo: Metuchen Senior Citizens, Metuchen NJ)*

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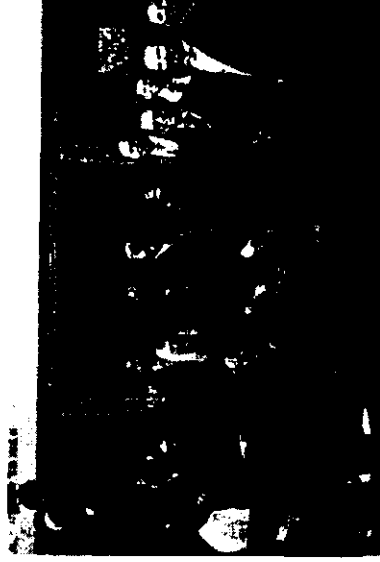
MARIEN HEIM TOWER RIBBON CUTTING: HVPG CELEBRATES WITH BROOKLYN NOT-FOR-PROFIT OWNER

October 6, 2016 - Brooklyn, NY — Today, the U.S. Department of Housing and Urban Development (HUD) and the New York State Homes and Community Renewal (HCR) joined residents and development partners MDG Design + Construction (MDG), Hudson Valley Property Group (HVPG), and Marien-Heim Tower Associates LP to celebrate the renovation of Marien-Heim Tower, a 181-unit affordable development for low-income seniors aged 62 and older. Marien-Heim Tower, a Mitchell-Lama development in the Midwood section of Brooklyn, recently completed a nearly \$53 million state financed and federally assisted rehabilitation project to preserve long-term affordability.

Marien-Heim Tower was built in 1975 using a HUD Section 236 loan guarantee, and contained a mix of 132 studios and 49 one-bedroom apartments. Over 40 years later, the building was in need of capital maintenance and upgrades, and Marien-Heim Tower Associates worked with MDG and HVPG to secure funding through HCR to finance the renovations while preserving its affordability for low-income seniors. The development leveraged HUD's Rental Assistance Demonstration (RAD), which facilitated the \$52.7 million acquisition and rehab project, and included \$16 million in hard construction costs. The RAD program restricts residents' rent to no more than 30% of their income while providing financing for required renovations.

"Working hand-in-hand with not-for-profit owners on transformative projects that give residents a much nicer, more comfortable place to call home is at the core of what we do. We are thankful for the good stewardship of the agencies—NYSHCR and HUD—and the very dedicated Marien-Heim staff for making the project such a great success," Jason Bordainick, Managing Partner, Hudson Valley Property Group.

"The board and staff of Marien-Heim Tower are grateful for the partnership we have developed with Hudson Valley Property Group and MDG Design + Construction," said Robert J. Walsh, President and Chairman of the Board of Marien-Heim Tower. "It was the answer to our years-long search to find a way to do much needed renovations of our property without abandoning our century-long mission to provide safe, secure, and affordable housing for older adults in Brooklyn. Every prior proposal we received would have involved our not-for-profit organization receiving a lot of money through the sale of the property and in turn losing our mission and involvement in the ongoing life of the Marien-Heim Tower."



[LINK TO FULL ARTICLE](#)

AHF RECOGNIZES INDUSTRY CATALYSTS

Oct. 2016 – Six individuals 40 and younger named AHF's 2016 Young Leaders.

SPECIAL FOCUS | 2016 YOUNG LEADERS

The 4-year-old Hudson Valley Property Group (HVPG) is becoming a force in affordable housing.

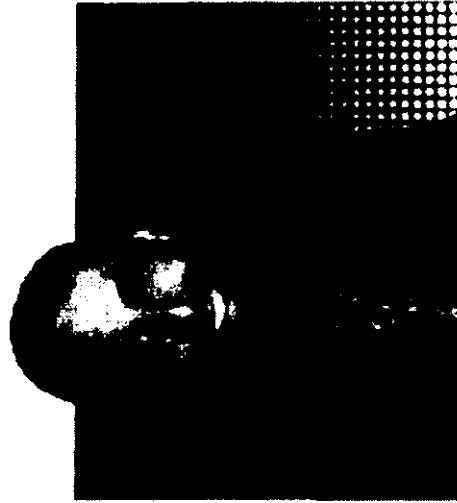
The New York-based firm expects to double its portfolio of nearly 1,400 units by closing deals on another 1,500 apartments by the end of this year. HVPG owns properties in Florida, Maryland, New Jersey, and New York and is expanding into several more states in the Northeast and Mid-Atlantic in 2017.

HVPG gets its name from the region where founders Jason Bordinick and Andrew Cavaluzzi grew up. The childhood friends established the firm in 2010 to help address the need for affordable housing by rehabilitating blighted properties and at-risk developments.

"The vision is to build a nationwide platform to preserve affordable housing, bring fresh ideas to how deals are financed, and strengthen partnerships that [let us] grow the business [and] expand on the services we can offer tenants and the community," says Bordinick, managing partner.

HVPG has been strategic and creative in its willingness to partner with different for-profit and nonprofit firms, says Deborah VanAmerongen, strategic policy adviser at Nixon Peabody, a law firm that's worked with HVPG. "With each of these partnerships, [HVPG's] skill set has grown, and they've rapidly developed the capacity to undertake transactions on their own," she says.

Bordinick, 38, serves on the board of the New York State Association for Affordable Housing. —D.K.



Spirited Entrepreneur

Jason Bordinick leads the rising development firm Hudson Valley Property Group

[LINK TO FULL ARTICLE](#)

RAD HELPS REPOSITION STRUGGLING PROPERTY

Colt Arms Apartments was heading in the wrong direction. "The property was spiraling down," says Jason Bordainick, co-founder and managing partner of HVPG. "If it ended up continuing in that direction, people would have been displaced because of obsolescence of the property over time."

The critical piece of preserving the property has been to help residents by "project-basing" the apartments through the RAD conversion, says Bordainick. "The majority of residents were not subsidized," he says. "As a result of the RAD program, effectively all of the residents who are income-qualified received project-based assistance, which lowered the amount of money that the tenants had to pay out of pocket."

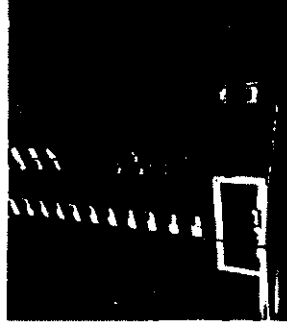
Most residents will now pay just 30% of their income toward rent. Under the RAD conversion, 154 units have PBRA through the Department of Housing and Urban Development. The New Jersey Department of Community Affairs provides Sec. 8 project-based vouchers for an additional 52 units. The mix allows HVPG to accommodate different residents and not displace anyone who has been living at Colt Arms. PBRA contracts help owners like HVPG to address deferred maintenance and long-term affordability of privately assisted housing stock. They offer longer-term, 20-year contracts instead of the typical 15-year project-based vouchers, and they are made directly with HUD rather than going through public housing authorities.

The Colt Arms deal required several sources of financing, including 4% low-income housing tax credits and tax-exempt bonds from the New Jersey Housing and Mortgage Finance Agency. R4 Capital syndicated the credits to raise approximately \$10 million in equity, and Red Stone Tax Exempt Funding did a private placement to purchase the bonds, providing approximately \$20.5 million, including a \$1.9 million interest reduction payment loan. The development team also had to decouple the Sec. 236 interest reduction payment. There are two tranches of debt—one against the mortgage on the property and another on the decoupled IRP stream, which had about eight more years left, says Bordainick.

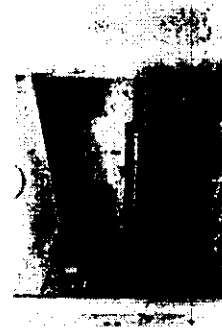
"We spent a lot of time and money in advance of closing to execute a variety of tests, third-party reports, and meetings with tenants to ensure that we had the right budget and scope for the preservation work," he says.

AFFORDABLE
HOUSING
FINANCE

BEFORE:



AFTER:



[LINK TO FULL ARTICLE](#)

Contributing to Housing Through Renovation

Upgrading at-risk or blighted buildings improves quality and availability of affordable housing

Hudson Valley Property Group focuses on increasing the number of quality affordable housing units available in communities, not by constructing new units, but rather by rehabilitating distressed properties. With various ongoing efforts in New York, New Jersey, Maryland and Florida, properties that would otherwise face demolition and resident displacement will now remain affordable to existing tenants. These individuals and families will even have opportunity to remain in place during the rehab process.

"When you think of meeting the need for affordable housing, preserving the supply is a smart approach," says Jason Bordainick, Managing Partner of Hudson Valley Property Group. "It's a more efficient use of dollars and it makes a lot of sense. It's also a niche that's a good fit for our skills and background. We plan to bring innovation to the industry and make a meaningful impact on communities across the country."

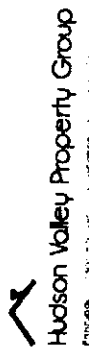
DEMANDS AND OPPORTUNITIES

Hudson Valley started with the intention to build a business around meeting the need for affordable housing, both with new development and preservation efforts. The need for quality affordable housing continues to grow, as the housing cost-burden is rapidly increasing. While exploring the needs of the market, it became apparent that distressed properties required special attention, and preservation became a natural niche for the firm.

"The new development side is a construction-oriented local business," Bordainick says. "It is fundamentally different from preservation work. Some groups try to do both, and that could work, but I believe that by focusing on one, whether it's new development or preservation, you can really hone your craft and get particularly good at it. Early on, we considered doing both, but decided on preservation. It makes sense, and it is where policy and resources are being allocated, giving us room to further excel."

In a desire to keep capital investment in affordable housing, the municipalities, nonprofit organizations and for-profit owners look more to repairing and remodeling current units. Much of this arises from cost and land considerations.

"It goes back to the idea that if you look at how much subsidy and resources it takes to build a new unit versus taking an existing unit and repurposing it for the next 30 years, you can do a lot more with the same amount of money," Bordainick says. "Cities, including New York, are really catching on to that. There's a scarcity of land to develop and a bigger need for affordable housing than ever before. In the past, the sentiment was more, 'We need more housing, so let's build it.' But with less space and an aging housing supply, we will see significantly more preservation going on around the country."



INCREASING RESIDENTS' QUALITY OF LIFE

The typical Hudson Valley development is around 30 to 40 years old. One example is the recent acquisition of Marianna Gardens, a Florida housing community whose apartments lack many essential, including air-conditioning.

"The previous ownership neglected it and it is in bad shape," Bordainick says. "With the efforts of our experienced team and our partner, Royal American, there will be new kitchens, new bathrooms and air conditioning. There was a pest infestation in some units, and we will eradicate that. We're also adding a playground, library and community space with computers. Its neighbors, including a hospital across the street, went from seeing Marianna Gardens as a liability to now embracing it as a stable part of the community."

A senior housing development in Williamson, New York, Williamson Orchard Estates I also experienced the same cycle of neglect. Hudson Valley, in partnership with CB Emmanuel Realty, looks to not only reinforce and weatherproof the exterior with new roofing, siding and windows, but also give residents modern appliances, bathroom fixtures and floors. Energy efficiency and insulation are also priorities due to the cold upstate winters.

"It's a senior population, so it's not one where we are cleaning up crime," Bordainick says. "It's a rural property with its own challenges. It is not a gentrifying area with a risk of tenant displacement, but it was getting to be in bad condition. This was an opportunity for our team to come in, invest and modernize the property."

Marien-Heim Tower in Brooklyn, New York, is another senior housing effort in Hudson Valley's portfolio. Hudson Valley is pursuing the project in a partnership with MDG Design & Construction and nonprofit owner Marien Heim Tower, Inc. Built in 1975, the 182-unit property required extensive updating, but the nonprofit owner could not afford the improvements.

"Although the property was well run and very well cared for, the cost to update the 40-year-old property far exceeded the operating reserves. We brought our financial wherewithal to help make Marien-Heim Tower work," Bordainick says. "We're looking at an improvement to the standard of living. There will be new kitchens and bathrooms, so people coming over and seeing where their grandparents or their parents live will be very pleased. Improvements

will also include substantial energy efficiencies through operations, resulting in lower utility bills."

According to Bordainick, the company is looking to provide more services to the resident seniors at Marien-Heim Tower.

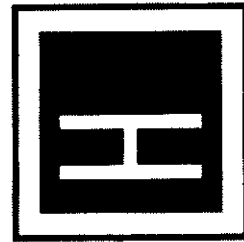
"With more room in the budget and many Russian-speaking tenants, we are thinking about ways of bringing in people who are bilingual and who can help Russian-speaking seniors with day-to-day tasks and other services," he says. "Seniors will be spending their retirement years in a much better environment."

Integrating development, construction and management, the top goal of Hudson Valley Property Group is to find the best solution to a community's housing needs and make the best use of current resources.

"We look at each project and ask: 'What's the right solution here? What's the right structure?' That willingness to be flexible in how we work with owners is definitely what sets us apart," Bordainick says. ■

Affordable Housing News, "Contributing to Housing Through Renovation", Summer 2015.





THANK YOU

CONTACT: ALEX COLEMAN
917.398.4100 x 5
alexandra@hvpq.com

Northgate I Apartments
Camden, NJ

G. Architect Statement of Construction Costs and Scope



April 29, 2022

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

Re: Northgate I Apartments
Camden, NJ

Dear Honorable Vic Carstarphen:

The Northgate I Apartments project budget, dated 4/26/22 and prepared by ETC Companies, is in line with the current project scope of work.

Trusting this is the information you require; please do not hesitate to contact me should you have any questions.

Respectfully,

Melissa Smithers

Melissa Smithers
Project Manager

**NORTHGATE I
CONCEPTUAL SCOPE OF WORK**

**ETC Pricing from
4/26/22**

SCOPE LINE ITEMS	QUANTITY	Unit	BUDGET
Building Exterior and Roof			
Masonry repointing	15,100	\$	35.00 \$ 528,500
Power Washing	151,075	\$	1.00 \$ 151,075
Paint - Stain the brick façade	151,075	\$	8.00 \$ 1,208,600
Balcony Restoration	321	\$	2,125.00 \$ 682,125
Roof Drains Replacement	10	\$	1,530.00 \$ 15,300
New EPDM Roof	13,000	\$	35.00 \$ 455,000
Awning and Canopy, main entrance	1	\$	200,000.00 \$ 200,000
Awning and Canopy, rear entrance	1		IN ALLOWANCE ABOVE
Louver, Paint Exterior Louver	1	\$	25,000.00 \$ 25,000
Window wall for 2nd floor area	1,000	\$	95.00 \$ 95,000
Window Replacement	1,500	\$	1,100.00 \$ 1,650,000
Garage door	1	\$	25,000.00 \$ 25,000
Building Storefront Entrances	1	\$	85,000.00 \$ 85,000
Replace building- mounted lighting with LED	14	\$	500.00 \$ 7,000
Common Areas			
ADA improvements	1	\$	63,750.00 \$ 63,750
Community Room and Management Office	1	\$	300,000.00 \$ 300,000
Community and Management Room - Furniture ALLOWANCE	1	\$	12,750.00 \$ 12,750
Fitness Center	1	\$	75,000.00 \$ 75,000
Fitness Center - Equipment ALLOWANCE	1	\$	100,000.00 \$ 100,000
Laundry Room - Relocation and Renovation	1	\$	350,000.00 \$ 350,000
Lobby Upgrades	1	\$	382,500.00 \$ 382,500

Flooring at common corridor, stairwell and basement	28,500	\$ 6.80	\$ 193,800
2nd floor area renovation	13,000	\$ 150.00	\$ 1,950,000
Penthouse Renovation - AKA "Frank Sinatra Museum"	3,000	\$ 150.00	\$ 450,000
Penthouse Furniture ALLOWANCE	1	\$ 100,000.00	\$ 100,000
Paint at common corridor	4,000	\$ 2.55	\$ 10,200
Mailbox Replacement	3	\$ 10,000.00	\$ 30,000
AMAZON BOX for package delivery	1	\$ 50,000.00	\$ 50,000
Tenant Storage Lockers	321	\$ 1,750.00	\$ 561,750
Replace common area lighting with LED	400	\$ 375.00	\$ 150,000
Access control at building entry doors, assume new frames	8	\$ 4,116.50	\$ 32,932
CCTV Cameras	160	\$ 1,607.35	\$ 257,176
Alarm System	2	\$ 3,184.00	\$ 6,368
ButterflyMX Intercom System	2	\$ 6,800.00	\$ 13,600
Elevator (traction) full MOD	4	\$ 300,000.00	\$ 1,200,000
MEP			
Plumbing line replacement	1	\$ 500,000.00	\$ 500,000
Roof Fan Replacement, apartment ventilation	28	\$ 3,500.00	\$ 98,000
AC Sleeve Replacement	321	\$ 850.00	\$ 272,850
AC - Through Wall Units	547	\$ 850.00	\$ 464,950
Split System Condenser and Unit	1	\$ 15,000.00	\$ 15,000
Boilers and HWH	1	\$ 1,275,000.00	\$ 1,275,000
Oil Tanks	1	\$ 21,250.00	\$ 21,250
Inspection Chimney Liner	1	\$ 76,500.00	\$ 76,500
Trash Compactors	1	\$ 42,500.00	\$ 42,500
Aluminum Wiring Pigtails	1,926	\$ 65.00	\$ 125,190

WIFI Internet System	1	\$ 75,000.00	\$ 75,000
Pipe repair allowance	4,815	\$ 29.75	\$ 143,246
Bathroom Ventilation - clean vent	321	\$ 500.00	\$ 160,500
Radiator heaters replacement as needed	321	\$ 913.75	\$ 293,314
Hydronic piping, with new valve	321	\$ 1,850.00	\$ 593,850
Smart Thermostats	321	\$ 1,062.50	\$ 341,063
Apartment Panel Replacement	321	\$ 1,500.00	\$ 481,500
Apartment Light Fixture	963	\$ 225.00	\$ 216,675
GFCIs at all kitchens and bathrooms, replace outlet covers throughout	642	\$ 225.00	\$ 144,450
Smoke Alarm	963	\$ 72.25	\$ 69,577
Generator - Replacement	1	\$ 300,000.00	\$ 300,000
Site Improvements			
ADA Accessible route and exterior signage	1	\$ 42,500.00	\$ 42,500
Concrete trip hazard allowance: shave, replace as needed	1	\$ 8,500.00	\$ 8,500
Monument Sign	1	\$ 12,750.00	\$ 12,750
Parking garage waterproofing	25,000	\$ 13.60	\$ 340,000
Parking garage structural repair	1	\$ 637,500.00	\$ 637,500
Parking garage (underground) Lighting	1	\$ 75,000.00	\$ 75,000
Parking lot striping	25,000	\$ 0.34	\$ 8,500
Parking lot repaving	15,000	\$ 4.25	\$ 63,750
Exterior Retaining wall and repair	1	\$ 25,000.00	\$ 25,000
Playground and play surface	1	\$ 175,000.00	\$ 175,000
Bike Rack	1	\$ 4,500.00	\$ 4,500
Landscaping	1	\$ 25,000.00	\$ 25,000
Bathrooms			
Bathroom vanity	356	\$ 500.00	\$ 178,000
Tub Surround	321	\$ 1,600.00	\$ 513,600
Medicine Cabinet	356	\$ 201.45	\$ 71,716
New showerheads	321	\$ 48.45	\$ 15,552

Bathroom Sink and faucet	356	\$	552.50	\$	196,690
Toilet Replacement	356	\$	493.85	\$	175,811
Tub reglazing	321	\$	500.00	\$	160,500
Tub spout and handles	321	\$	400.00	\$	128,400
Bathroom Accessories	356	\$	425.00	\$	151,300
Apartment Vanity Light Fixture	356	\$	215.00	\$	76,540
Kitchens					
Kitchen Cabinet	321	\$	4,100.00	\$	1,316,100
Kitchen Counter Top - Solid Surface	321	\$	874.65	\$	280,763
Range	321	\$	600.00	\$	192,600
Microwave over range with ventilation	321	\$	500.00	\$	160,500
Refrigerator	321	\$	807.50	\$	259,208
Kitchen sink with faucet	321	\$	375.00	\$	120,375
General Interior					
Terrace Doors	321	\$	1,500.00	\$	481,500
Apartment entry door and frame	321	\$	1,400.00	\$	449,400
Apartment entry door hardware	321	\$	400.00	\$	128,400
Apartment INTERIOR Door replacement	321	\$	4,500.00	\$	1,444,500
Painting Apartment	321	\$	2,750.00	\$	882,750
Drywall Repairs	321	\$	600.00	\$	192,600
Flooring through out	224,584	\$	7.00	\$	1,572,088
ADA units	17	\$	45,000.00	\$	765,000
H&V units	7	\$	5,500.00	\$	38,500
Mini blinds replacement	321	\$	500.00	\$	160,500
Allowance for unit work for unforeseen condition	321	\$	850.00	\$	272,850
				\$	-
				\$	-
				\$	-
				\$	28,931,583

PROFIT	\$	1,735,895	6%
OVERHEAD	\$	578,632	2%
GC	\$	1,735,895	6%
BONDS	\$	329,820	1%
TOTAL COST	\$	33,311,824	

**** Please note that the costs provided above are subject to change based on project timing, material fluctuations, along with overall market conditions**

DEVELOPMENT SCOPE MEMO

To: Andy Cavaluzzi - HVPG

From: Melissa Smithers – Kramer+Marks Architects

Date: April 26, 2022

Re: Northgate I Apartments – Scope of Work

SCOPE OF WORK

Building Envelope

- Masonry Repointing
- Power washing of exterior
- Concrete/Brick staining
- Balcony restoration including railing replacement
- New EDPM roof
- New rear entry awning
- Renovated main entry canopy
- Paint exterior louvers
- Unit window replacement
- Install window wall at second floor
- Garage door replacement
- Building storefront entrance replacement
- Replace building mounted lighting and decorative pole mounted lighting with LED lights

Common Area Work

- Interior building ADA and directional signage
- Relocate community room and management office to 2nd floor
- New fitness center on the 2nd floor
- Laundry room to be relocated to the 2nd floor from the basement
- Lobby upgrades to include updated entrance, security booth and finishes
- Updated flooring at common corridors, stairwells and basement
- "Penthouse" suite to be brought back to original condition
- Second floor renovations to include "white box" fit out for future use in addition to other building scope elements noted for second floor
- New Paint in corridors
- Mailbox replacement, Amazon package locker installation and tenant storage lockers
- Elevator full modification
- Review of trash compactor chute condition
- Parking garage water proofing
- Parking garage structural repairs

Unit Work

- Renovation of 5% of existing units to be accessible units
- Renovation of 2% of existing units to be hearing & visual units
- Bathroom
 - New bathroom vanity, sink and faucet
 - New tub surround
 - New medicine cabinet
 - New low flow showerheads
 - New low flow toilet
 - Existing tub reglazing, new spout and handles
 - New bathroom accessories
 - Apartment vanity light fixtures
- Kitchen
 - New kitchen cabinets, solid surface countertops, sink and faucet
 - New ranges with over range microwave ventilation
 - New refrigerator
- New terrace doors
- New apartment entry door/frame and hardware
- Replacement of all interior unit doors and hardware
- Painting of walls, trims and doors throughout unit
- Unit drywall repaid
- New unit flooring
- New mini-blinds throughout units

MEP/ Life Safety/ Utilities

- Replace common area lighting and garage with LED lighting
- Replace all apartment unit lighting with new fixtures
- Video scope plumbing lines and replace lines where needed
- Roof fan replacement – apartment ventilation ductwork cleanout
- Unit AC through wall and AC sleeve replacement as needed
- Elevator mechanical room split system AC and Condenser replacement
- Full replacement of boiler and hot water heaters
- Review of oil tank removal
- Chimney liner replacement
- Review of aluminum wiring pigtails
- Installation of WIFI internet system
- Add/Alt review of building sprinkler system
- Backup generator replacement
- Replace unit radiator heaters as needed
- Replace hydronic piping within unit as needed and provide thermostatic radiator valve and individual heating control
- Provide smart thermostats
- Replace apartment electrical panels
- Provide GFCIs at all kitchens and bathrooms and replace outlet covers through out the apartments
- Provide new smoke / CO detectors in units.

Site Improvements and Security

- Access control at building entry doors and new door frames
- New CCTV cameras
- Updated alarm system
- New ButterflyMX intercom system
- Sidewalk repair
- Accessible entrance into building
- Monument sign-mounted on building or stand alone
- Parking lot striping
- Parking lot repaving
- Exterior retaining wall and repair
- New playground and play surface
- New bike bike
- New landscaping

Northgate I Apartments
Camden, NJ

H. Development Costs

Northgate I Apartments Estimated Development Budget

Uses	
Land and Other Acquisition Costs	51,000,000
Construction Costs ¹	36,610,025
Third Party Costs	2,786,579
Financing Fees	2,540,664
Carrying Costs	9,146,029
Reserves and Escrows	7,606,785
Developer Fee ²	10,486,512
Total	120,176,594
Sources	
Permanent Mortgage	42,739,000
LIHTC Equity	37,895,142
Net Operating Income	2,330,112
Deferred Developer Fee	8,907,466
Aspire State Tax Credit Proceeds	28,304,875
Total	120,176,594

¹Construction costs include costs for payment and performance bonds and a 10% contingency as required by NJHMFA, but not reflected in the architect statement of costs.

²The majority of the Developer Fee is anticipated to be deferred and used as a source for the project.

Budget is as of 5/12/2022 and subject to change

Northgate I Apartments
Camden, NJ

I. Operating Proforma

Section 2: Operating Expenses

201 Year:
 Month: 1-12
 Period: 1-12

Account	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1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Northgate I Apartments
Camden, NJ

J. Proposed Tax Exemption Agreement

PILOT AGREEMENT LONG TERM TAX ABATEMENT

**FINANCIAL AGREEMENT PURSUANT TO THE LONG
TERM TAX EXEMPTION LAW,
N.J.S.A. 40a:20-1, et seq.
BETWEEN THE CITY OF CAMDEN AND
NORTHGATE PRESERVATION URBAN RENEWAL LLC**

THIS **FINANCIAL AGREEMENT** (hereinafter, the "Agreement") dated _____, 2022, between NORTHGATE PRESERVATION URBAN RENEWAL LLC, an urban renewal limited liability company of the State of New Jersey, having its principal office at 200 Vesey Street, 24th Floor, New York, NY 10281 herein designated as the "Entity," and the CITY OF CAMDEN, a municipal corporation in the County of Camden and the State of New Jersey, hereinafter designated as the "City", and shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq. (the "LTTEL").

RECITALS:

1. The City of Camden is authorized pursuant to the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq. ("LTTEL") to grant a real property tax exemption for low to moderate income housing projects located within the City.
2. Northgate Preservation Urban Renewal LLC is a New Jersey limited liability company formed in accordance with the LTTEL and other applicable New Jersey law whose sole member is HVPG Northgate Apartments LLC, a wholly owned subsidiary of the Hudson Valley Property Group, whose purpose is to rehabilitate and operate Northgate I Apartments, the scope and magnitude of which is described more fully in the Application (as hereinafter defined) and Scope of Work (as hereinafter defined) (the "Housing Project");

3. It is expressly understood and agreed that the City relies upon the facts, data, and representations contained in the Entity's Application for Tax Abatement pursuant to the Long Term Tax Exemption Law, 40A:20-1, et seq. attached to this Agreement as Exhibit "A" (hereinafter, the "Application").
4. By Ordinance MC 5258, hereby incorporated in this Agreement and made a part hereof, a certified copy of which is attached as Exhibit "B" the City approved the tax exemption for the Housing Project, located at 2552 S. 8th Street, also known as Block 84, Lot 65 on the official Tax Map of the City of Camden (hereinafter, the "Property").
5. The City finds that the Housing Project creates a substantial benefit to the City when compared to the costs associated with the tax exemption granted herein and, further finds that such tax exemption is of significant importance in obtaining the redevelopment of the Housing Project and in influencing the locational decisions of probable occupants of the Housing Project.

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

SECTION 1. ADOPTION OF RECITALS

The rehabilitation and operation of the Housing Project shall in all respects comply and conform to all applicable statutes, municipal ordinances, and lawful regulations.

SECTION 2. TAX EXEMPTION

- A. The improvements and land of the Housing Project shall be exempt from real property taxation for a term not to exceed thirty (30) years from the Commencement Date (as

hereinafter defined), provided that the Entity and the Housing Project remain subject to the provisions of the LTTEL and complies with the terms of this Agreement.

- B. The "Commencement Date" shall be the date upon which the Entity takes title to the Property. Pursuant to the LTTEL the Commencement Date of this Agreement shall be cause for termination of any prior tax exemption.

SECTION 3. ANNUAL SERVICE CHARGE

- A. In consideration of the aforesaid exemption from taxation on the Housing Project's land and improvement(s), and for municipal services supplied to the Housing Project, the Entity, its successors and assigns shall make payment to the City of an Annual Service Charge¹ which shall be a percentage of the Entity's "Annual Gross Revenue". The calculation of the proposed Annual Service Charge is set forth in the Application attached as Exhibit "A".
- B. As used herein "Annual Gross Revenue" shall mean the annual rental or carrying charge, including any rental subsidy received by the Housing Project and other income generated by the Housing Project, minus utilities and the "Vacancy Allowance" to be determined pursuant to Section 7 of this Agreement.
- C. The Annual Service Charge shall be paid to the City on a quarterly basis in a manner consistent with the City's tax collection schedule.
- D. There is hereby established a schedule of Annual Service Charges to be paid over the term of the thirty (30) year exemption period which shall be in stages as follows:
 - i. For the first stage of the exemption period, which shall be from the Commencement Date through year fifteen (15), the Entity shall pay the

City an Annual Service Charge equal to five percent (5.00%) of the Annual Gross Revenue.

- ii. For the second stage of the exemption period, which shall be for years sixteen (16) through twenty-one (21), the Entity shall pay the City an amount equal to either five percent (5.00%) of the Annual Gross Revenue or twenty percent (20%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;
- iii. For the third stage of the exemption period, which shall be for years twenty-two (22) through twenty-seven (27), the Entity shall pay the City an amount equal to either five percent (5.00%) of the annual gross revenue or forty percent (40%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;
- iv. For the fourth stage of the exemption period, which shall be for years twenty-eight (28) through twenty-nine (29), the Entity shall pay the City an amount equal to either five percent (5.00%) of the annual gross revenue or sixty percent (60%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater;
- v. For the final stage of the exemption period, which shall be for year thirty (30), the Entity shall pay the City an amount equal to either five percent (5.00%) of the annual gross revenue or eighty percent (80%) of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater.

¹ Pursuant to the LTTEL, each year the City shall remit 5% of the annual service charge to Camden County.

- E. Notwithstanding the provisions of this section of the Agreement, the "Minimum Annual Service Charge" shall be the amount of the total taxes levied against all the real property covered by the Housing Project in the last full tax year in which the area was subject to taxation, which the parties agree is \$283,840, and the Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge calculated pursuant to this section of the Agreement would be less than the Minimum Annual Service Charge.
- F. The Annual Service Charge payments for the first year of tax exemption shall be made on a pro rata basis, from the Commencement Date of the exemption to the close of that calendar year, and, for the last calendar year of the tax exemption, from the first day of the calendar year to the date of termination of the exemption.
- G. The City shall adjust, as necessary, the amount of the quarterly payment of the Annual Service Charge within 90 days after review of the annual auditor's report to be submitted by the Entity in accordance with the terms of Section 8 of this Agreement. If the City determines that the Entity has made an overpayment then such overpayment shall be credited to subsequent quarterly payments. If the City determines that the Entity has underpaid then the City shall provide the Entity notice of underpayment and an opportunity to pay the remaining amount due. Such underpayment shall be paid to the City within sixty (60) days after notification.
- H. The Entity shall pay the City an Annual Administrative Fee equal to two percent (2%) of the annual service charge as permitted by N.J.S.A. 40A:20-9(h)

SECTION. 4. SCOPE OF WORK

The Entity further covenants that:

- A. The land and improvements of the Housing Project will be owned by the Entity, which was qualified as an "urban renewal" entity under the LTTEL. The managing member of the Entity will be HVPG Northgate Apartments LLC, an affiliate of Hudson Valley Property Group, LLC, or its affiliate. The Entity may admit an investor member in connection with the Low Income Housing Tax Credit syndication of the Entity and Housing Project. The profits and/or dividends payable by the Entity shall be limited in conformance with the LTTEL and other applicable law.
- B. At least forty percent (40%) of the 321 rental units of the Housing Project will be leased exclusively to tenants whose incomes are at or below sixty percent (60%) of the area median income, and so qualify as a "low and moderate income housing project" under the provisions of the LTTEL. Further the Housing Project will be maintained as a low to moderate income housing project for a period of thirty (30) years from the Commencement Date of this Agreement.
- C. The Entity shall supply the City with a copy of the Capital Needs Analysis with proof that same has been approved by its primary lender within sixty (60) days after the Commencement Date. The Entity shall submit to the City a Certificate of Substantial Completion (AIA Form G704) from its architect to evidence the completion of the work described in the Capital Needs Analysis within three (3) years from the Commencement Date of this Agreement.
- D. That the Entity shall substantially complete the "Scope of Work" attached as Exhibit C within three (3) years from the Commencement Date of this Agreement. The Entity shall submit to the City upon completion a Certificate of Substantial Completion (AIA Form G704) from its architect to evidence the completion of the Scope of Work.

- E. The Entity agrees to meet the following goals or make good faith efforts² to do so in providing the work hours for the rehabilitation portion of the Housing Project:
- a. 25% of the work hours shall be furnished by minority³ workers.
 - b. 40% of the work hours shall be furnished by city residents.
- F. The Entity shall submit an appropriate Affirmative Action Plan to the City's Affirmative Action Officer within 10 days of the Commencement Date of this Agreement. The Affirmative Action Officer shall monitor the Entity's compliance with Subsection 4(D) of this Agreement and shall report any non-compliance to the Business Administrator or other appropriate City official.
- G. The Entity shall submit the necessary reports as determined by the Affirmative Action Officer to monitor compliance with Subsection 4(D).
- H. Failure to comply with any portion of this section shall constitute an event of default and be cause for the City to implement Section 8 of this Agreement.

SECTION 5. ARBITRATION

- A. In the event of a breach of the Agreement by either of the parties hereto, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may, pursuant to N.J.S.A. 40A:20-9f, invoke the rules of the American Arbitration Association for resolution by arbitration (the "AAA Rules").
- B. The arbitration shall be before one neutral arbitrator to be selected in accordance with the AAA Rules and whose decision shall be rendered in writing. The results of the

² "Good Faith Efforts" shall be determined by the same criteria as used in Chapter 14 of the City of Camden Municipal Code

³ "Minority" shall be defined as persons who are Black, Hispanic, Asian, Native American, or women in accordance with Chapter 14 of the City of Camden Municipal Code.

arbitration shall be final and binding upon the parties, with each party paying its own costs of the arbitration and 50% of the costs of the neutral arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of New Jersey.

- C. The arbitration shall be held in Cherry Hill, New Jersey, or at such other place as may be selected by mutual agreement of the parties.
- D. The arbitrator shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

SECTION 6. TERMINATION

- A. It is agreed between the parties that the Entity, at any time after the expiration of one (1) year from the completion of the Project, may notify the City that, as of a certain date designated in the notice, it relinquishes its status under the LTTEL, and that the Entity has obtained the consent of the Commissioner of the Department of Community Affairs to such a relinquishment. As of that date, the tax exemption, the service charges, and the profit and dividend restrictions for the Entity shall terminate.
- B. The date of termination of tax exemption, whether by relinquishment by the Entity or by terms of this Agreement, shall be deemed to be the close of the fiscal year of the Entity. Within ninety (90) days of that date, the Entity shall render its final accounting and pay to the City the amount of reserve, if any, maintained pursuant to LTTEL, as well as the excess net profits, if any, payable as of that date.

- C. Upon the termination of the exemption granted pursuant to the provision of the LTTEL, the Housing Project and all land and improvements made thereto shall be assessed and subject to taxation as are other taxable properties in the City.
- D. Upon the Entity's rendering of its final accounting and payment of reserves and/or excess net profits pursuant to Section 6(B), all restrictions and limitations upon the Entity shall terminate and be at an end.

SECTION 7. EXCESS NET PROFITS

- A. In accordance with the LTTEL the Entity shall be subject to a limitation of its profits and in addition, in the case of a corporation, of the dividends payable by it. Whenever the net profits of the Entity for the period, taken as one accounting period, commencing on the Commencement Date and terminating at the end of the last full fiscal year, shall exceed the allowable net profits for the period, the Entity shall, within one hundred and twenty (120) days of the close of the fiscal year, pay the excess net profits to the City as an additional service charge.
- B. The Entity may maintain, during the term of this Agreement, a reserve for unpaid rentals, reasonable contingencies and/or vacancies in an amount not exceeding seven percent (7%) of the gross annual revenues of the Entity for the fiscal year preceding the year in which a determination is being made with respect to permitted net profits as provided in N.J.S.A. 40A:20-15. This seven percent (7%) reserve is established as required by the Low Income Housing Tax Credit regulations of the New Jersey Housing and Mortgage Finance Agency.

SECTION 8. REPORTING

- A. The Entity shall submit annually, within ninety (90) days after the close of each of its fiscal years, an annual auditor's report to the Mayor and Municipal Council of the City and to the Director of Local Government Services in the Department of Community Affairs having a mailing address of CN-805, Trenton, NJ 08625-0805. The annual auditor's report shall include, but not be limited to, a calculation of the Annual Service Charge, a calculation of the Entity's Annual Gross Revenue as defined in Section 3 of this Agreement, itemized income and expenses related to the Housing Project, and a statement which clearly identifies the calculation of net profits for the Entity during the previous year. The annual auditor's report shall be prepared in a manner consistent with the current standards of the Financial Accounting Standards Board.
- B. The Entity shall, upon request, permit inspection of the Project, equipment, buildings and other facilities of the Entity by authorized representatives of the City or the State of New Jersey. The Entity shall also permit examination and audit of its books, contracts, records, documents and papers by authorized representatives of the City or the State at the Entity's expense. Such inspection or examination shall be made during the reasonable hours of the business day, in the presence of an officer or agent of the Entity.

SECTION 9. DEFAULT

- A. The failure on the part of the Entity to make timely payment of all municipal obligations, taxes, fees and charges arising out of this Agreement or in any way arising out of the affected Housing Project, its land and/or improvements, including the payment of the Annual Service Charges, or failure on the part of the Entity to comply with the reporting requirements of Section 7 of this Agreement, or with any other material terms of this

Agreement, including the terms defined in Section 4, shall be considered an event of default.

B. In the event of a default on the part of the Entity the City may:

- i. Terminate the tax abatement if the default is not remedied within ninety (90) days of the Entity's receipt of the Notice of Default and Intent to Terminate; or
- ii. Proceed against the Entity's Housing Project that is the subject of this Agreement, in the manner provided by N.J.S.A. 54:5-1 to 54:5-129 and any act supplementary or amendatory thereof, it being understood and agreed by the parties hereto that throughout N.J.S.A. 54:5-1 to 54:5-129 and any act supplementary or amendatory thereof, whenever the word "taxes" appears, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provision shall be read, as far as is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In any event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-mentioned manner by conventional or in rem tax foreclosure.

C. In the event of default the Entity shall be entitled to receive from the City a Notice of Default and Intent to Terminate, in which case the Entity shall have ninety (90) days in which to cure any default and avoid such termination.

D. Notwithstanding the foregoing or anything contained herein to the contrary, neither party shall be liable to the other for a failure to perform its obligations under this Agreement due to causes that are beyond the reasonable control and not substantially due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including without limitation:

- a. declarations of public emergencies;
- b. weather-related events limited to severe and uncommon natural occurrences, such as earthquakes, hurricanes or tornadoes;
- c. acts of terrorism/war;
- d. blackouts, power failures, or energy shortages;
- e. the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probable threat to human life as may be designated or determined by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC); including, without limitation, coronavirus, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza;
- f. adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC);
- g. any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease;
- h. governmental embargoes;
- i. strikes by equipment or material suppliers or transporters resulting in the unavailability of necessary building materials; or
- j. any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources,

information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon by either Party to fulfill its obligations under this Agreement.

- E. Notwithstanding the foregoing, the Entity's financial obligations under this Agreement, including without limitation the obligation to pay the Annual Service Charge in full and on a timely basis, are material conditions not excusable by the occurrence of a force majeure event.

SECTION 10. NOTICE

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

- (a) When sent by the City to the Entity it shall be addressed to:

Northgate Preservation Urban Renewal LLC
c/o Hudson Valley Property Group
200 Vesey Street, 24th Floor
New York, NY 10281
Attention: Jason Bordainick

- (b) When sent by the Entity to the City, it shall be addressed to:

Mayor's Office
c/o Municipal Clerk
Camden City Hall
520 Market Street, 1st Floor Rm 105
Camden, NJ 08101

With a copy to:
City Attorney
City Hall, Suite 419
520 Market Street
Camden, NJ 08101-5120

SECTION 11. INDEMNITY

- A. It is understood and agreed that in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default, or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1, et seq., the Entity shall indemnify and hold the City harmless and shall further defend any such action at its own expense. Notwithstanding anything in the Agreement to the contrary, the Entity's liability under this Agreement shall be limited to its interest in the Housing Project. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents, the expense thereof to be borne by the City.
- B. The Entity shall have and may exercise such of the powers conferred by law on limited liability companies as shall be necessary for the operation of the business of the Entity and as shall be consistent with the provisions of the LTTEL, and, in addition shall have and may exercise the powers set forth in the LTTEL, but only so long as this Agreement, together with any amendments thereto, is in effect with the City pursuant to the LTTEL.

SECTION 12. ASSIGNMENT/TRANSFER

- A. Upon approval of the City of Camden and Commissioner of Community Affairs the Entity may sell the Housing Project to another urban renewal entity organized pursuant to the LTTEL, their successors, assigns, all owning no other project at the time of the transfer and that, upon assumption by the transferee urban renewal entity of the

transferor's then remaining obligations under this Agreement, the tax exemption of the improvements of the Housing Project shall continue and inure to the transferee urban renewal entity, its respective successors or assigns. Approval by the City shall be by ordinance.

- B. If the Entity has transferred its Housing Project to another urban renewal entity which has assumed the then remaining contractual obligations of the Entity with the City, the Entity shall be discharged from any further obligation under this Agreement, and shall be qualified to undertake another project with the same or a different municipality.
- C. The City recognizes and acknowledges that the Entity is a New Jersey limited liability company and as such intends to sell membership interests in the Entity through Low Income Housing Tax Credit syndication to an investor member or investor members. The City specifically recognizes and consents to such syndication and sale or resale of membership interests in the Entity to any such investor member(s).
- D. When approval of the City is sought for an assignment of the Agreement, either the Entity or its assignee shall be required to pay an administrative fee equal to 2% of the Annual Service Charge of year preceding the request for transfer.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the date
and year first above written.

ATTEST/WITNESS:

Northgate Preservation Urban Renewal LLC,
a New Jersey limited liability company
By: HVPG Northgate Apartments LLC
a Delaware limited liability company,
as managing member
By: Hudson Valley Property Group, LLC, a
New York limited liability company, its
managing member

Name:

By: _____

Name: Jason Bordainick

Title: Managing Member

ATTEST:

CITY OF CAMDEN,
a New Jersey Municipal Corporation

Name:

By: _____

Name: Victor Carstarphen

Title: Mayor

Authorized by Ordinance MC-5258.
Reviewed and approved as to form.

By: _____

Michelle Banks-Spearman
City Attorney

EXHIBIT A
APPLICATION

EXHIBIT B
ORDINANCE

EXHIBIT C

SCOPE OF WORK

Northgate I Apartments
Camden, NJ

K. Fiscal Plan

Calculation of Northeast Apartments PILOT estimated for Year 1
PILOT Calc

Annual Residential Revenue (Tenant Portion of Residential Rents + Housing Assistance	
a. Payment Rent Subsidy	\$4,504,290
b. Less Vacancy (15%) ¹	(\$675,644)
c. Less Utilities	(\$746,841)
d. Equals Net Income	\$3,081,806
e. Annual Abatement Percentage of 5%	5.00%
f. Annual Amount of Payment In Lieu of Taxes	\$157,177
Real Estate Taxes (Greater of \$283,840 ² or PILOT calculation)	\$283,840

Year	Gross Residential Potential Rent Revenue	Vacancy	Utilities	PILOT - Calculation ³	Applicable PILOT Amount	Operating Expenses (Excluding PILOT)	Senior Debt Service ⁴
1	\$4,504,290	(\$675,644)	(\$746,841)	\$157,172	\$283,840	\$7,971,794	(\$1,816,406)
2	\$5,846,442	(\$292,322)	(\$761,770)	\$244,409	\$283,840	\$7,873,858	(\$1,816,406)
3	\$5,948,755	(\$297,436)	(\$777,013)	\$248,589	\$283,840	\$7,960,074	(\$2,223,899)
4	\$6,052,858	(\$302,643)	(\$792,554)	\$252,841	\$283,840	\$8,048,876	(\$2,223,899)
5	\$6,158,783	(\$307,929)	(\$808,405)	\$257,164	\$283,840	\$8,140,343	(\$2,223,899)
6	\$6,266,562	(\$313,320)	(\$824,573)	\$261,562	\$283,840	\$8,234,553	(\$2,223,899)
7	\$6,376,226	(\$318,811)	(\$841,064)	\$266,034	\$283,840	\$8,331,589	(\$2,223,899)
8	\$6,487,610	(\$324,391)	(\$857,885)	\$270,582	\$283,840	\$8,431,537	(\$2,223,899)
9	\$6,601,347	(\$330,067)	(\$875,043)	\$275,208	\$283,840	\$8,534,463	(\$2,223,899)
10	\$6,716,871	(\$335,844)	(\$892,544)	\$279,913	\$283,840	\$8,640,518	(\$2,223,899)
11	\$6,834,416	(\$341,721)	(\$910,395)	\$284,697	\$284,697	\$8,749,735	(\$2,223,899)
12	\$6,954,018	(\$347,701)	(\$928,603)	\$289,563	\$289,563	\$8,862,225	(\$2,223,899)
13	\$7,075,714	(\$353,788)	(\$947,175)	\$294,512	\$294,512	\$8,978,092	(\$2,223,899)
14	\$7,199,539	(\$359,977)	(\$966,118)	\$299,546	\$299,546	\$9,097,435	(\$2,223,899)
15	\$7,325,530	(\$366,277)	(\$985,441)	\$304,664	\$304,664	\$9,220,358	(\$2,223,899)
16	\$7,453,727	(\$372,686)	(\$1,005,159)	\$309,870	\$309,870	\$9,346,969	(\$2,223,899)
17	\$7,584,167	(\$379,208)	(\$1,025,253)	\$315,165	\$315,165	\$9,477,378	(\$2,223,899)
18	\$7,716,890	(\$385,845)	(\$1,045,758)	\$320,550	\$320,550	\$9,611,699	(\$2,223,899)
19	\$7,851,935	(\$392,597)	(\$1,066,673)	\$326,026	\$326,026	\$9,750,050	(\$2,223,899)
20	\$7,989,345	(\$399,467)	(\$1,088,006)	\$331,595	\$331,595	\$9,892,551	(\$2,223,899)
21	\$8,129,158	(\$406,458)	(\$1,109,766)	\$337,260	\$337,260	\$10,039,328	(\$2,223,899)
22	\$8,271,419	(\$413,571)	(\$1,131,962)	\$343,020	\$343,020	\$10,190,508	(\$2,223,899)
23	\$8,416,168	(\$420,808)	(\$1,154,631)	\$348,879	\$348,879	\$10,346,223	(\$2,223,899)
24	\$8,563,451	(\$428,173)	(\$1,177,635)	\$354,837	\$354,837	\$10,506,510	(\$2,223,899)
25	\$8,713,312	(\$435,666)	(\$1,201,217)	\$360,896	\$360,896	\$10,671,808	(\$2,223,899)
26	\$8,865,795	(\$443,290)	(\$1,225,272)	\$367,059	\$367,059	\$10,841,062	(\$2,223,899)
27	\$9,020,946	(\$451,047)	(\$1,249,777)	\$373,326	\$373,326	\$11,014,231	(\$2,223,899)
28	\$9,178,813	(\$458,941)	(\$1,274,773)	\$379,700	\$379,700	\$11,191,736	(\$2,223,899)
29	\$9,339,447	(\$466,972)	(\$1,300,266)	\$386,182	\$386,182	\$11,363,670	(\$2,223,899)
30	\$9,502,882	(\$475,144)	(\$1,326,274)	\$392,775	\$392,775	\$11,539,180	(\$2,223,899)
Total:					\$9,558,524		

Exhibit H - Follow Up

Item	Total Cost
Acquisition Cost	
Purchase Price	\$ 51,000,000
Construction Cost	
Total: Hard Cost	\$ 36,610,025
Third Party Costs	
Borrower's Legal	\$ 350,000
Borrower's Engineer/Architect Fees	\$ 945,024
Architect's Supervision Fee	\$ 236,256
Permit Fee	\$ 183,050
Civil Engineering Fee	\$ 44,500
Marketing	\$ 5,000
Surveys	\$ 17,275
Appraisal	\$ 13,500
Market Study	\$ 10,000
Environmental Report	\$ 124,405
Lender PCR	\$ 10,000
Builder's Risk & PLL	\$ 98,750
PILOT Application fee	\$ 10,000
State Tax Credit Fee	\$ 628,819
FFE	\$ 35,000
Subtotal: Third Party Costs	\$ 2,786,579
Financing Fees:	
Subtotal: Financing Fees	\$ 2,540,664
Carrying Costs	
Construction Interest Only	\$ 3,632,815
~~Lender Origination Fee~~	\$ 427,390
Lender Construction Administration Fee	\$ 42,739
Equity Bridge Loan	\$ 3,183,192
Equity Bridge Loan Origination	\$ 378,951
Title	\$ 422,942
Transfer Taxes and Recording Fees	\$ 50,000
Tenant Relocation	\$ 963,000
Bank Construction Review	\$ 10,000
Syndicator Legal	\$ 35,000
Subtotal: Carrying Costs	\$9,146,029
Reserves and Escrows	
Syndicator Operating Reserve	1,449,776
Aspire Operating Reserve	2,731,867
Replacement Reserves	\$ 160,500
RE Tax Escrow	\$ 118,267
Insurance Escrow	\$ 129,563
221d4 Working Capital Reserve	\$ 854,780
Security Budget	\$ 1,684,728
Soft Cost Contingency	\$ 552,304
Subtotal: Reserves and Escrows	\$ 7,606,785
Total Soft Costs	\$ 22,080,057
Developer's Fee - Acquisition	\$ 1,683,000
Developer's Fee - Rehabilitation	\$ 8,803,512
Total Development Cost:	\$ 120,176,594

Exhibit I - Follow Up

Northgate Operating Budget	
Administrative	
Management fee	173,340
Administrative Expenses	8,689
Advertising and Marketing	21,853
Office Expense	9,010
Computer and Internet Expenses	6,657
Professional Fees	9,700
Accounting Fees	46,800
Audit Expense	14,500
Legal Fees	12,038
Miscellaneous administrative	7,980
Total Administrative Expenses	310,567
Payroll and Related Expenses	
Office/Admin Payroll	151,942
Super/Manager Payroll	191,096
Maintenance Payroll	126,122
Porter Payroll	68,499
Residential Services Payroll	10,000
Security Payroll	74,920
Total Payroll and Related Expenses	622,580
Utilities	
Electricity	294,630
Gas	184,865
Water	195,757
Sewer	71,589
Total Utilities Expense	746,841
Operations, Repair, and Maintenance	
Supplies: Miscellaneous	22,150
Operations: Garbage and Trash Removal	54,105
Operations: Exterminating	23,171
Operations: Cleaning	22,659
Operations: Security	302,302
Operations: Grounds	27,913
Operations: Snow Removal	12,315
R&M: Painting and Decorating	36,862
R&M: Heating, cooling, HVAC	32,018
R&M: Vehicle & equipment	3,921
R&M: Electric	4,182
R&M: Plumbing	31,279
R&M: Elevator	50,362
R&M: Miscellaneous Contract (C)	73,520
R&M: Miscellaneous	31,805
Total Repair and Maintenance	728,564
Taxes and Insurance Expense	
Real Estate Taxes	283,840
Payroll Taxes	63,254
Property and Liability Insurance	246,787
Miscellaneous Taxes, Licenses, Permits	6,455
Workmen's comp	18,500
Health Insurance and Empl Benefits	131,236
Total Taxes and Insurance	750,072
Replacement Reserve	96,300
Total Expenses	3,254,924

Rent Detail

Residential						
Unit Type	Unit Count	Proposed Rental Amount - Year 1	Proposed Rental Amount - Annually, Year 1	Proposed Rental Amount - Stabilized	Proposed Rental Amount - Annually, Stabilized	
<u>Section 8 HAP</u>						
0 BR/ 1BA	134	\$994	\$1,598,955	\$1,341	\$2,156,730	
1 BR/ 1BA	141	\$1,249	\$2,112,885	\$1,619	\$2,738,925	
2 BR/ 1BA	35	\$1,573	\$660,450	\$1,943	\$815,850	
<u>Non Section 8</u>						
0 BR	1	\$775	\$9,300	\$792	\$9,507	
1 BR/ 1BA	5	\$1,025	\$61,500	\$1,048	\$62,868	
2 BR/ 1BA	4	\$1,275	\$61,200	\$1,303	\$62,562	
<u>Non-Revenue Unit</u>	1	\$0	\$0	\$0	\$0	
Total	321		\$4,504,290		\$5,846,442	
Commercial						
Tenant		Proposed Rental Amount - Year 1	Proposed Rental Amount - Annually, Year 1	Proposed Rental Amount - Stabilized	Proposed Rental Amount - Annually, Stabilized	
Iheart Media & Entertainment		\$1,678	\$20,142	\$1,712	\$20,544	
Omnipoint		\$1,890	\$22,675	\$1,927	\$23,128	
NJ Nonprofit Corporation Lifecycle		\$1,333	\$16,000	\$1,360	\$16,320	
Edwin Nunez		\$3,939	\$47,271	\$4,018	\$48,217	
GSM Planet DBA Metro PCS		\$1,700	\$20,400	\$1,734	\$20,808	
KASP Family Pharmacy		\$3,884	\$46,603	\$3,961	\$47,535	
Total		\$14,424	\$173,091	\$14,713	\$176,552	

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: August 9, 2022

TO: City Council

FROM: Timothy J. Cunningham, Esq., City Attorney

Department Making Request: Administration

TITLE OF ORDINANCE OR RESOLUTION:

ORDINANCE AUTHORIZING THE APPROVAL OF AN APPLICATION FOR A LONG TERM TAX EXEMPTION AND SERVICE FEE IN LIEU OF TAXES PURSUANT TO N.J.S.A. 40A:20-1 ET SEQ. AND EXECUTION OF A FINANCIAL AGREEMENT BETWEEN THE CITY OF CAMDEN AND NORTHGATE PRESERVATION URBAN RENEWAL LLC

BRIEF DESCRIPTION OF ACTION:

Northgate Preservation Urban Renewal LLC (the "Applicant") desires to construct a 321-unit residential apartment community located at 433 N. 7th Street, Block 84, Lot 65

**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

	<u>Date</u>	<u>Signature</u>
Approved by City Attorney:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
☐ CAF - Certifications of Availability of Funds	_____	_____
Approved by Business Administrator:	7-28-22	

<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By: <u>Dionne Giles</u>	<u>X7185</u>
Contact Person: <u>Timothy J. Cunningham, Esq.</u>	<u>X7150</u>

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

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

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

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

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

Municipality	Camden

Professional Service or EUS Type	PILOT Agreement (Long Term Tax Exemption)
Name of Vendor	Northgate Preservation Urban Renewal LLC
Purpose or Need for service:	To enter into a PILOT agreement to construct a 321 low and moderate income unit residential apartment community located at 433 N. 7th Street, block 84, lot 65
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

Date

Number Assigned _____

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

WHEREAS, Olivia Young, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #1 permit in front or near her home at 1675 Alabama Road; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden that, 1675 Alabama Road, shall be designated as a Type 2 "Handicapped Parking" to have personalized signage during the period of time that the said premises is occupied by Olivia Young.

SECTION 1. Parking shall be prohibited to all others in order to provide a parking space for the handicapped owner/resident adjacent thereto.

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 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

TO: Timothy J. Cunningham, Business Administrator

Council Meeting Date: Aug. 9, 2022

FROM: Keith L. Walker, Director of Public Works

Department Making Request: Public Works

TITLE OF RESOLUTION/ORDINANCE: *ORDINANCE DESIGNATING RESTRICTED RESIDENTIAL PARKING ZONES FOR INDIVIDUALS WITH DISABILITIES AS HANDICAPPED PARKING ONLY*

BRIEF DESCRIPTION OF ACTION: Ordinance establishing a restricted parking zone in front of a residence occupied by an individual with disability, who has been issued a windshield placard or wheelchair symbol license plate for the vehicle registered by the individual, or a family member who provides transportation for the individual with disability.

BIDDING PROCESS: N/A

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

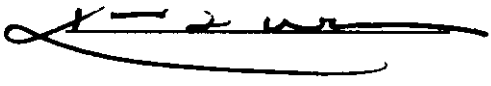
APPROPRIATION/REVENUE ACCOUNT(S): N/A

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>7/5/22</u>	
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
☐ CAF - Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>7/4/22</u>	
Received by City Attorney:	<u>7/28/22</u>	

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
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******



INDIVIDUALS WITH DISABILITIES
DESIGNATED PARKING ZONE APPROVALS
Submitted for City Council Meeting of: August 9, 2022

APPLICANT	ADDRESS	FEE PAID	PLACARD #/ PLATE #	PERMIT TYPE
1. Olivia Young	1675 Alabama Rd	145.00	8277H	TYPE 2

Ordinances 2nd
Reading

**ORDINANCE AUTHORIZING AN AMENDED LEASE AGREEMENT
BETWEEN THE CITY OF CAMDEN AND PROJECT H.O.P.E.**

WHEREAS, the City of Camden is the owner of the premises described at 519-525 West Street, Block/Lot 182/89 & 54 Camden, New Jersey; and

WHEREAS, Project Hope is requesting a three (3) year extension of their current lease which is set to expire in 2027. This action will extend their current lease to 2030. Project Hope will have an option to renew for an additional (5) years upon approval by City Council; and

WHEREAS, Project Hope was awarded an American Rescue Plan grant from the US Department of Health and Human Services (HHS) to support their renovation project. The HHS Notice of Grant Award requires that the lease to be extended until at least 2030. The City is in Agreement to extend the current lease until the end of 2030; and

WHEREAS, The City of Camden has given permission to Project HOPE to make necessary renovations and upgrades to the building at no cost to the City of Camden.

WHEREAS, N.J.S.A.40A:12-14 (c) provides that a municipality may, by ordinance, lease municipal property not needed for use to a public body for nominal consideration; now, therefore

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

SECTION 1. The proper officers of the City of Camden are hereby authorized to extend said lease for the term of three (3) additional years for the premises described as 519-525 West Street, Camden, NJ, Block/Lot 182/89 and lot 54 Camden, New Jersey to Project H.O.P.E. Consideration will not change during the additional three (3) year period. Said lease will now expire December of 2030. Monthly rate will remain at \$2500 per month. Payments will continue be made to the Bureau of City Properties, City Hall, 3rd Floor, Room 327-A, Camden, NJ 08101.

SECTION 2. The property will be used as a Health Center for the low income eligible households and homeless.

SECTION 3. The lessee under the terms of the lease shall be responsible for all insurance costs, repairs, medical waste disposal, security, general maintenance of building and property. Project H.O.P.E. is also responsible for all utilities and telephone services, and any other liabilities and expenses related to the use and possession of said property.

SECTION 4. The proper officers of the City of Camden are hereby authorized to execute all documents necessary for the lease.

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

SECTION 6. 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 second reading.

SECTION 7. Any portion of this ordinance not herein amended and supplemented shall remain in full force and effect.

SECTION 8. All ordinance or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

SECTION 9. This ordinance shall take effect twenty (20) days after final passage and publications as provided by law.

SECTION 10. 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: July 12, 2022

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
Acting City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

MBS:yrh
07-12-22

0-2

**ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY
OF CAMDEN AND THE CAMDEN SPECIAL SERVICES DISTRICT, INC.**

WHEREAS, the City of Camden is the owner of the premises described as SS Wright Avenue 10 to 11th Street (DPW Bldg., also known as 101 Newton Avenue), Block 1451 Lot 7, Camden, New Jersey; and

WHEREAS, the City of Camden desires to enter into lease agreement with Camden Special Services District, Inc. "CSSD" for the consideration of One Thousand Four Hundred Dollars (\$1400.00) per month; and

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

WHEREAS, the City of Camden wishes to lease the portion known as the old Fleet Management garage to "CSSD" for their office space and equipment storage; and

WHEREAS, the City believes it's in its best interest to lease to Tenant "CSSD" who is working in conjunction with the City of Camden to keep our streets clean; and

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

SECTION 1. The proper officers of the City of Camden are hereby authorized to lease a portion known as the old Fleet Management garage which is part of SS Wright Avenue 10 to 11th Street (also known as 101 Newton Avenue), Block 1451, Lot 7 for the term of two (2) year with the possibility of two (1) one year options to renew.

SECTION 2. The section of the building will be used as Office space for CSSD and storage to secure equipment.

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

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

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

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

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

Date of Introduction: July 12, 2022

The above has been reviewed
and approved as to form.


MICHELLE BANKS SPEARMAN
Acting City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

**ORDINANCE AUTHORIZING THE VACATION OF A PORTION OF A FOUR (4) FOOT
ALLEYWAY BETWEEN PARK BOULEVARD AND GREENWOOD AVENUE**

WHEREAS, Board of Education has requested to vacate a portion of the alleyway running between Park Boulevard and Greenwood Avenue adjacent to SW Bradley & Park Blvd., Block 1280, Lot 45; and

WHEREAS, no reservations or objections have been made regarding the vacation of that portion of alleyway previously encroached upon. Please see attached Meets and Bounds description; and

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

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

SECTION 1. All the parcels or tracts of land situated in the City of Camden, County of Camden and the State of New Jersey, known as Block 1280, Lot 45, please see Exhibit A for the Meets & Bounds Descriptions of the portion of the alleyway that is being vacated.

SECTION 2. All municipal public utilities and cable television lines and facilities, if any, existing in, on or under the vacated street described in the legal description 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 that portion of the street to be vacated. The party or parties, who become owners of the vacated street 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 liens or facilities existing in, on or under the vacated street. They shall have the right to contract or reach an agreement 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 street must maintain fire access to vacated street at all times.

SECTION 3. The street vacation is subject to the rights of the City of Camden and of public utilities to enter the vacated street 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 street, 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 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 5. Any portion of this ordinance not herein amended and supplemented shall remain in full force and effect.

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

SECTION 7. This ordinance shall take effect twenty (20) days after final passage and publications 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: July 12, 2022

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and approved as to form.


MICHELLE BANKS-SPEARMAN
Acting City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

EXHIBIT A

All that certain parcel or tract of land situate in the City of Camden, Camden County and the State of New Jersey, as shown on the official City of Camden Tax Map, prepared by Civil Solutions Engineering dated 2021. Sheet 21.10.

BEGINNING at the southeasterly corner of Bradley Avenue (60') Block 1280, Lot 45; 130 feet southeast along Park Boulevard to a point of an approximate 4 feet wide alley thence;

- 1) In a southwesterly direction along the southern boundary line of Lot 45, 118 feet $\pm$ to a point.
- 2) Thence in a southeasterly direction, 4 feet $\pm$ to the northerly boundary line of Lot 46.
- 3) Thence in a northeasterly direction along the northerly boundary line of Lot 46, 122 feet $\pm$ to the northeasterly point of Lot 46 and Park Boulevard.
- 4) Thence in a northwesterly direction to the southeasterly corner of Lot 45, 5 feet $\pm$ to the place of beginning.

Containing approximately 480 square feet.

0-4
MBS:dh
07-12-22

**ORDINANCE AUTHORIZING THE CITY OF CAMDEN
TO ENTER INTO A TRAIL EASEMENT AGREEMENT
WITH EDS INVESTMENTS, LLC**

WHEREAS, in 2019 the City of Camden (the "City") received a \$680,000.00 federal grant to fund the construction of the River Birch Trail; and

WHEREAS, using grant funds, Camden Community Partnership ("CCP") was able to hire a consultant to design the trail which includes a 10-foot-wide sidewalk and a pocket park at the corner of Memorial Avenue and 11th Street; and

WHEREAS, the trail is a critical connection in the Camden County LINK, connecting the trail from North Camden to Admiral Wilson Blvd. (eastbound); and

WHEREAS, to improve pedestrian and bicyclist safety around the corner of Memorial and the Route 30 on-ramp, CCP proposes increasing the width of the sidewalk around the corner; and

WHEREAS, in order to do so an easement from Campbell's Soup Real Estate Division, EDS Investments is required; now, therefore

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

SECTION 1. The proper officers of the City of Camden are hereby authorized to execute all necessary documents and take actions related to a trail easement agreement between the City of Camden and EDS Investments, LLC with respect to the River Birch Trail.

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

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

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

Date of Introduction: July 12, 2022

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
Acting City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

MBS:dh
07-12-22

0-5

**ORDINANCE AUTHORIZING THE CITY OF CAMDEN TO EXECUTE A DEED
TRANSFERRING FOUR (4) PROPERTIES TO
ST. JOSEPH'S CARPENTER SOCIETY**

WHEREAS, on December 8, 2019 City Council adopted Ordinance MC-5225 authorizing the City to enter into an agreement of sale to sell 7 abandoned properties formerly owned by the Cramer Hill Development Corporation to St. Joseph's Carpenter Society ("SJCS"); and

WHEREAS, the City successfully re-acquired 4 of the 7 properties through a re-entry action and now desires to sell four of those properties to SJCS so that they can redevelop those properties for homeownership; and

WHEREAS, SJCS has requested and the City desires to execute a deed transferring the properties listed below to St. Joseph's Carpenter Society for the indicated appraised value and a 1.5% administrative fee in accordance with the terms of the Agreement of Sale dated October 2, 2019 as amended by the Amendment to Agreement of Sale dated May 3, 2022:

PROPERTIES	APPRAISED VALUE
823 N. 32 nd Street (B.957, L. 32)	\$14,000.00
812 N. 32 nd Street (B. 958, L. 83)	\$ 6,000.00
2813 Polk St. (B. 900, L.84)	\$10,500.00
2020 River Rd. (B.854, L.12)	\$13,500.00
	\$44,000.00
Administrative Fee 1.5%	\$ 660.00
Total:	\$44,660.00

WHEREAS, a municipality is authorized to transfer certain real properties no longer needed for public use by private sale pursuant to N.J.S.A 40A:12-21(j) to any duly incorporated nonprofit organization for the purpose of building or rehabilitating residential property for resale, provided any profits from the resale of the property shall be applied by the nonprofit organization to the costs of acquiring and rehabilitating other residential properties in need of rehabilitation owned by the municipality; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden that the proper officer(s) shall be and are hereby authorized to execute the necessary Deed:

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

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

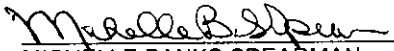
SECTION 3. This ordinance shall take effect twenty (20) days after final passage and publications as provided by law.

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

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

Date of Introduction: July 12, 2022

The above has been reviewed
and approved as to form.


MICHELLE BANKS SPEARMAN
Acting City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

AN ORDINANCE FURTHER AMENDING AND SUPPLEMENTING AN ORDINANCE ENTITLED "AN ORDINANCE FIXING THE SALARY RANGES TO BE PAID TO CERTAIN OFFICERS AND EMPLOYEES IN THE CLASSIFIED AND UNCLASSIFIED SERVICE OF THE CITY OF CAMDEN", ADOPTED DECEMBER 23, 1982 (MC-1917)

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

SECTION 1. AMENDING the salary and wage by adding the following salaries for the titles listed herein as have been negotiated with the appropriate Collective Bargaining Associations.

AMENDING the salary and wage by adding the following salaries for the titles listed herein that have been negotiated with the appropriate the Communications Workers of America, Local # 1014.

School Traffic Guard	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Step 1	18.50	19.50	20.50	21.50
Step 2	19.00	20.00	21.00	22.00
Step 3	19.62	20.62	21.62	22.62
Step 4	20.30	21.30	22.30	23.30
Step 5	20.82	21.82	22.82	23.82

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

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

SECTION 4. If any provision of this ordinance is declared invalid, such invalidity shall not effect the other provisions of this ordinance. Furthermore, the other provisions of this ordinance are deemed to be severable and remain in full force and effect.

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

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and approved as to form.


MICHELLE BANKS-SPEARMAN
Acting City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

MBS:dh
07-12-22

0-7

**AN ORDINANCE AMENDING AND SUPPLEMENTING AN ORDINANCE ENTITLED,
"AN ORDINANCE PROVIDING FOR THE REGULATION OF VEHICLES AND
PEDESTRIANS IN THE STREETS OF THE CITY OF CAMDEN AND THE
ENFORCEMENT THEREOF," ORDINANCE 717, ADOPTED DECEMBER 27, 1945
TO DESIGNATE A "NO PARKING ZONE"**

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

SECTION 1. An ordinance entitled, "An Ordinance Providing For The Regulation of Vehicles and Pedestrians in the Streets of the City of Camden and the Enforcement Thereof," Ordinance adopted December 27, 1945, is hereby amended and supplemented to include as follows:

"SIGNS", shall be amended and supplemented to include:

"No Parking Zone"

Name of Street	Direction	Limits
Broadway	Eastside	Between Stevens Street and Martin Luther King Blvd.

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

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

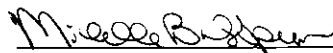
SECTION 4. This ordinance shall take effect twenty (20) days after final passage and publication as provided by law.

SECTION 5. If any provision of this ordinance is declared invalid, such invalidity shall not effect the other provisions of this ordinance. Furthermore, the other provisions of this ordinance are deemed to be severable and remain in full force and effect.

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

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and approved as to form.


MICHELLE BANKS SPEARMAN
Acting City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

**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:

1158 Princess Avenue	Thomas & Aszlana Martinez
1168 Princess Avenue	Hubert Evans
2880 Cushing Road	Jean Edwards/Gregory Dallas

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

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

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

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

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

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

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and approved as to form.


MICHELLE BANKS-SPEARMAN
Acting City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

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

WHEREAS, Rosatie Wheatley, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #1 permit in front or near her home at 827 Sylvan Street; and

WHEREAS, Nicole Baker, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #1 permit in front or near her home at 620 Raritan Street; and

WHEREAS, Vicente Oquendo, upon providing the appropriate proof that he is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #2 permit in front or near his home at 923 N. 20th Street; and

WHEREAS, Miquel A. Pitre Soto, upon providing the appropriate proof that he is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #2 permit in front or near his home at 927 N. 4th Street; and

WHEREAS, Lucia Mota-Desanta, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #1 permit in front or near her home at 571 Raritan Street; and

WHEREAS, Adele Alcover, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #1 permit in front or near her home at 46 S. 30th Street; and

WHEREAS, Lydia Rivera-Mondesi, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #1 permit in front or near her home at 819 York Street; and

WHEREAS, Gibert Rivera, upon providing the appropriate proof that he is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #2 permit in front or near his home at 647 Randolph Street; and

WHEREAS, Natalie L. Simpson, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #2 permit in front or near her home at 1071 Langham Avenue; and

WHEREAS, Michael Cutler, upon providing the appropriate proof that he is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #2 permit in front or near his home at 1229 Dupont Street; and

WHEREAS, Deirtre Leaks, upon providing the appropriate proof that she is the holder of the required specifications, seeks to have personalized signage handicapped parking as a Type #2 permit in front or near her home at 1039 Niagara Road; now, therefore

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

SECTION 1. Parking shall be prohibited to all others in order to provide a parking space for the handicapped owner/resident adjacent thereto.

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.

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MICHELLE BANKS-SPEARMAN
Acting City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

Resolutions

**RESOLUTION IN SUPPORT OF THE EAST CAMDEN POST OFFICE AT 2816 FEDERAL STREET
REMAINING OPEN AND ENCOURAGING OUR FEDERAL GOVERNMENT OFFICIALS TO SUPPORT
THIS POST OFFICE AS THE CAMDEN COMMUNITY WOULD BE SUBSTANTIALLY HARMED IF THE
UNITED STATES POSTAL SERVICE WERE TO MOVE TO CLOSE IT.**

WHEREAS, The Honorable Louis DeJoy is the current Postmaster General of the United States Postal Service; and

WHEREAS, Postmaster General DeJoy has developed a ten (10) year plan called the Delivering for America (DFA) plan which has the purpose of seeking to transform the United States Postal Service to an organization that is to be sustainable, financially in the future; and

WHEREAS, part of Postmaster DeJoy's DFA plan calls for certain post office branches and facilities to be closed or consolidated with other post office facilities; and

WHEREAS, one of the post office branches being examined by the United States Postal Service for possible closure or consolidation is the East Camden Post Office at 2816 Federal Street; and

WHEREAS, for over fifty (50) years, the East Camden Post Office has provided essential services to the residents of East Camden, North Camden and Cramer Hill; areas that comprise over thirty thousand (30,000) of the City's residents; and

WHEREAS, closing the East Camden Post Office would cause substantial harm to the residents of East Camden, North Camden and Cramer Hill who significantly rely on the post office's services and are simply unable to travel to other post offices for these needed services; and

WHEREAS, the East Camden Post Office is supported by its residents and religious, business and other organizations and community partners in and around the post office, including but not limited to, the Hispanic Family Center and the Catholic Church which are both located on the same block; and

WHEREAS, the City Council of the City of Camden wishes to express its strong support for the East Camden Post Office remaining open; now therefore

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

1. The City Council of the City of Camden hereby strongly supports the East Camden Post Office being removed from the list of possible post offices under review for possible closure or consolidation by Postmaster General DeJoy and the United States Postal Service.
2. The City Council of the City of Camden hereby strongly supports the East Camden Post Office remaining open to continue to provide essential services to the residents of East Camden, North Camden and Cramer Hill in the City of Camden.
3. The City Council of the City of Camden will provide a copy of this resolution to our United States Senators; The Honorable Cory Booker and The Honorable Robert "Bob" Menendez, to our Congressman for the First District of New Jersey, The Honorable Donald Norcross, and The Honorable Louis DeJoy, Postmaster General of the United States Postal Service.
4. **BE IT FURTHER RESOLVED** that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this resolution. All notices of veto shall be filed in the office of the Municipal Clerk.

Date of Introduction: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk



Camden City Council
RESOLUTION / ORDINANCE REQUEST FORM

DATE: July 21, 2022

Council Meeting Date: August 9, 2022

FROM: Councilperson

☒

Angel Fuentes, President

☐

Shaneka Boucher, 1st Ward

☐

Sheila Davis, Vice President, At-Large

☐

Christopher Collins, 2nd Ward

☐

Nohemi Soria-Perez, At-Large

☐

Marilyn Torres, 3rd Ward

☐

Felisha Reyes-Morton, 4th Ward

Action Requested:

RESOLUTION IN SUPPORT OF THE EAST CAMDEN POST OFFICE AT 2816 FEDERAL STREET
REMAINING OPEN AND ENCOURAGING OUR FEDERAL GOVERNMENT OFFICIALS TO SUPPORT
THIS POST OFFICE AS THE CAMDEN COMMUNITY WOULD BE SUBSTANTIALLY HARMED IF THE
UNITED STATES POSTAL SERVICE WERE TO MOVE TO CLOSE IT.

****Please attach any supporting documents

Angel Fuentes/wr

Signature of Councilperson

07/21/2022

Date

R-2

RESOLUTION RE-APPOINTING CHRISTOPHER C. HAMPTON
AS A MEMBER OF THE CITY OF CAMDEN ARTS, CULTURAL AND HERITAGE
COMMISSION FOR A TERM OF 2 YEARS, COMMENCING AUGUST 11, 2022 AND
EXPIRING AUGUST 10, 2024

WHEREAS, the City of Camden did by Ordinance MC-1650, create and establish the Arts, Cultural and Heritage Commission of the City of Camden, and approved amendments by Ordinance MC-5062; and

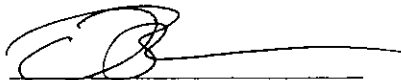
WHEREAS, under the aforesaid ordinance, there shall be seven (9) Voting Members, five (5) shall be appointed by City Council and four (4) shall be appointed by the Mayor; and

WHEREAS, the name of Christopher C. Hampton has been submitted by a member of this City Council, which has reviewed the qualifications of said nominee and is satisfied as to his fitness for appointment; and

BE IT RESOLVED by the City Council of the City of Camden that it hereby re-appoints Christopher C. Hampton as a member to the City of Camden Arts, Cultural and Heritage Commission for a term of 2 years, expiring August 10, 2024; now, therefore

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.

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk



Camden City Council
RESOLUTION / ORDINANCE REQUEST FORM

DATE: July 21, 2022

Council Meeting Date: August 9, 2022

FROM: Councilperson

☒ Angel Fuentes, President ☐ Sheila Davis, Vice President, At-Large ☐ Nohemi Soria-Perez, At-Large	☐ Shaneka Boucher, 1st Ward ☐ Christopher Collins, 2nd Ward ☐ Marilyn Torres, 3rd Ward ☐ Felisha Reyes-Morton, 4th Ward

Action Requested:

RESOLUTION RE-APPOINTING CHRISTOPHER C. HAMPTON
AS A MEMBER OF THE CITY OF CAMDEN ARTS, CULTURAL AND HERITAGE
COMMISSION FOR A TERM OF 2 YEARS, COMMENCING AUGUST 11, 2022 AND
EXPIRING AUGUST 10, 2024

****Please attach any supporting documents

Angel Fuentes/m

Signature of Councilperson

07/21/2022

Date

DB:dh
08-09-22

R-3

**RESOLUTION RATIFYING A RIGHT OF ENTRY PERMIT & INDEMNIFICATION
AGREEMENT BETWEEN THE STATE OF NEW JERSEY TO ENTER ON THE CITY'S
LAND LOCATED ON THE CORNER OF MT. EPHRAIM AND FERRY AVENUES**

WHEREAS, the City of Camden owns the property known as the corner of Mt. Ephraim and Ferry Avenues, Block 1380, Lot 26 (New Camden Cemetery); and

WHEREAS, The State of New Jersey needs a small portion of the City's property located at the corner of Mt. Ephraim and Ferry Avenue, (New Camden Cemetery) for road construction; and

WHEREAS, City of Camden has agreed to enter into a right of entry agreement with the State of New Jersey permitting the State to enter the City's property; and

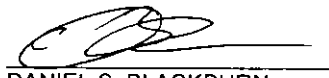
WHEREAS, the Council of the City of Camden is of the opinion that it is in the best interest of the City of Camden to enter into a Right of Entry Agreement with the State of New Jersey; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the City is authorized to enter into a Right of Entry Agreement with the State of New Jersey.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: August 9, 2022

TO: Timothy Cunningham, Business Administrator

FROM: Daniel S. Blackburn, City Attorney

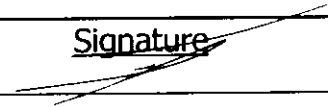
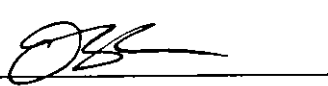
Department Making Request: Law Department

TITLE OF RESOLUTION: Resolution Authorizing the City to Execute a Right of Entry Authorizing the State of New Jersey to enter on the City's land located on the corner of Mt. Ephraim and Ferry Aves.

BRIEF DESCRIPTION OF ACTION: The State of New Jersey needs a small portion of the City's property located at the corner of Mt. Ephraim and Ferry Avenues (i.e. the New Camden Cemetery) for road construction. This resolution will authorize the Mayor or his designee to execute the attached Right of Entry permitting the State to enter the City's property.

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

	Date	Signature
Approved by Business Administrator:	<u>7/21/22</u>	
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
☐ CAF -Certifications of Availability of Funds		
Approved by: City Attorney	<u>7/20/22</u>	

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

RIGHT OF ENTRY

(To be used when negotiations are being conducted)

Route:168 Section: 2 Parcel(s): 59

Project: 100% State

Owner: City of Camden, et al

In cooperation with the State, the Owner grants permission to enter upon the listed parcel(s) for the purpose of construction of Route 168, Merchant Street to Ferry Avenue. The Owner hereby acknowledges that it voluntarily relinquishes its known right to immediate payment on vacating of the premises with this right of entry.

It is understood that the State recognizes the cooperation of the Owner in granting this voluntary permission of entry, and it is further understood that the State will proceed promptly with negotiations, so that a settlement based on a fair market value and just price can be reached, or in the event a settlement is not reached, to promptly institute Eminent Domain proceedings, so that a fair and just reward can be rendered by a neutral commission as soon as possible.

Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the availability of funds, the Department of Transportation will be responsible for personal injuries and property damage caused by the negligent acts of the Department, its employees and officials which occur on the property identified in this agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.

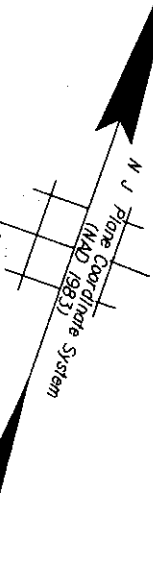
The Owner shall not be relieved of any legal obligations resulting from the presence of contamination on the property, as of the date of closing or the date of vacation of the property by all occupants, whichever is later.

Owner or Agent _____

Witness _____

Date _____

District Program Manager, Right of Way



CITY OF CAMDEN, et al

AREA=500 S.F.±
RA=26.130 AC.±

59

BLOCK 1380

26

PROPOSED LINE

SEE DETAIL

Grave Markers (Typ)

Grass

Existing Line

3.5' CL. Fence

Conc. Sdwk.

Grass

Sign

Route 168 (1953) (a.k.a. Mount Ephraim Avenue)

G

W

Existing Line

City of Camden Mon.

Sign

Existing Line

FERRY AVENUE (C.R. 603)
BOROUGH OF WOODLYNNE
CITY OF CAMDEN

Existing Line

Conc. Apron

W

F0

City of Camden Mon.

W

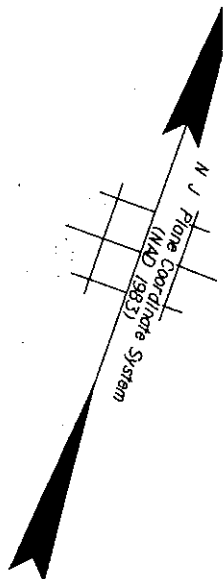
W

W

W

W

C.R. 605 Baseline (Re-Established)
Sta. 176+30.72 Back-



CITY OF CAMDEN, et al

AREA=500 S.F.±
R.A.=26.130 Ac.±

59

BLOCK 1380

26

Cemetery
PROPOSED LINE

SEE DETAIL

Grave Markers (Typ)

Grass

Existing Line

3.5' CL. Fence

Grass

Sign

W 99

175

Route 168 (1953) (a.k.a. Mount Ephraim Avenue)

G

G

G

G

G

G

G

G

G

G

FERRY AVENUE (C.R. 603)
BOROUGH OF WOODLYNNE
CITY OF CAMDEN

Existing Line

Conc. Apron

W

F0

DWS

W

G

G

G

G

G

G

G

G

G

G

Existing Line

Sign

Sign

Sign

Sign

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C.R. 605 Baseline (Re-Established)
Sta. 176+30.72 Back

MBS:dh
08-09-22

R-4

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES
AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE CAMDEN
REDEVELOPMENT AGENCY ("CRA") FOR AFFIRMATIVE ACTION OFFICER
SERVICES & COMPLIANCE OFFICER SERVICES**

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

WHEREAS, the City of Camden, desires to enter into a Shared Services Agreement with the Camden Redevelopment Agency ("CRA"), subject to the CRA Board's authorization, to provide certain Affirmative Action Officer Services and Compliance Officer Services under Chapter 348 of the City Code; and

WHEREAS, City Council has determined that it is in the best interest of the City of Camden that the City enter into said Shared Services Agreement with CRA establishing the responsibilities of the parties, terms and conditions, for one (1) year in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00); and

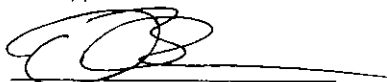
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden under line item "2-01-200-906", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers of the City of Camden are hereby authorized to execute a Shared Services Agreement with CRA, for an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), for the provision of certain Affirmative Action Officer Services and Compliance Officer Services, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: CRA

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

- BUDGET APPROPRIATION: 2-01-200-906
AMOUNT: \$50,000.00
- APPROPRIATION RESERVE:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT:
AMOUNT
- CAPITAL ORDINANCE
AMOUNT: \$
- TRUST ACCOUNT:
AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$50,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION: AUTHORIZING A SHARED AGREEMENT BETWEEN THE CITY OF CAMDEN AND CAMDEN REDEVELOPMENT AGENCY ("CRA") FOR AFFIRMATION ACTION OFFICER AND COMPLIANCE OFFICER SERVICES.



Johanna S. Conyer
Director of Finance
Date: 7/27/20

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: August 9, 2022

TO: Timothy Cunningham, Esq., Business Administrator

FROM: Daniel S. Blackburn, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN AND CAMDEN REDEVELOPMENT AGENCY ("CRA") FOR AFFIRMATIVE ACTION OFFICER AND COMPLIANCE OFFICER SERVICES

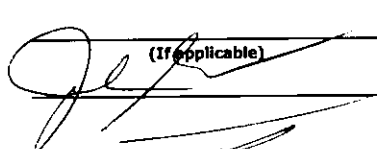
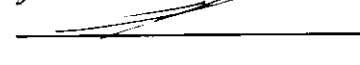
BRIEF DESCRIPTION OF ACTION:

To provide certain Affirmative Action Officer Services and Compliance Services under Chapter 348 of the City Code Book.

APPROPRIATION ACCOUNT TO BE CHARGED: 2-01—200-906

AMOUNT OF PROPOSED CONTRACT: \$50,000

☒ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "D"** - Contract Request, **Form "E"** - Creation/Extension of Services, **Form "G"** - Grant Approval, **Form "H"** - Bond Ordinance or Contract Request, **Form "I"**, "Best Price Insurance Contracting" Model Ordinance

	Date	Signature
Approved by City Attorney:	<u>7/20/22</u>	
Approved by Grants Management:		
Approved by Finance Director:	<u>7/27/22</u>	
☒ CAF - Certifications of Availability of Funds		(If applicable)
Approved by Business Administrator:	<u>7/27/22</u>	

(Name) Please Print	(Extension #)
Prepared By: <u>Dionne Giles</u>	<u>X7185</u>
Contact Person: <u>Michelle Banks-Spearman, ACA</u>	<u>X7172</u>

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

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

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

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

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

Municipality	Camden
Professional Service or EUS Type	Shared Services Agreement
Name of Vendor	Camden Redevelopment Agency
Purpose or Need for service:	To provide certain Affirmative Action Officer Services and Compliance Services under Chapter 348 of the City Code Book.
Contract Award Amount	\$50,000
Term of Contract	1 year
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	
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

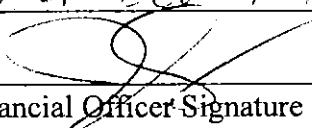
Date _____

*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.

2-01-202-906

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

N/A gov't agency

Date 7/27/2022

For LGS use only:

☐ Approved

☐ Denied

Date _____

Director or Designee,
Division of Local Government Services

Number Assigned _____

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

REQUISITION

NO. C2201176

S H I P T O	CITY ATTORNEY-4TH FLOOR PO BOX 95120 CAMDEN, NJ 08101-5120
V E N D O R	VENDOR #: CAM46 CAMDEN REDEVELOPMENT AGENCY 13TH FLOOR CITY HALL CAMDEN, NJ 08101

ORDER DATE: 07/20/22
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SHARED SERVICES AGREEMENT BETWEEN THE CITY AND CRA FOR AFFIRMATIVE ACTION OFFICER AND COMPLIANCE SERVICES FOR (1) YEAR FOR DWAIN WILLIAMS, AAO <i>AP</i> <i>7/26/2022</i>	2-01- -200-906	50,000.0000	50,000.00
			TOTAL	50,000.00

CITY OF CAMDEN
PURCHASING BUREAU
2022 JUL 20 PM 3:58

7/26/22

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

DB:dh
08-09-22

R-5

RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION

WHEREAS, there is now pending before the Superior Court of New Jersey, a case under Docket No. CAM-L-2989-20, entitled Bandon Bunce v. City of Camden in which the plaintiff seeks damages; and

WHEREAS, this matter has been reviewed and negotiated by and between the parties of this litigation and an agreement has been reached by and between these parties to settle the case with the City of Camden paying the total sum of NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00); and

WHEREAS, in accordance with this settlement, the City of Camden will pay the total sum of NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00); and

WHEREAS, the settlement of the within litigation is not an admission of liability on the part of the City of Camden but is made in recognition of the risks of litigation and in order to avoid the continued costs and expenses of litigating the within matter; and

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

WHEREAS, Council has reviewed said settlement proposal and has determined that it is in the best interests of the City of Camden to settle the litigation in the aforesaid matter; 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 trust account budget of the City of Camden under line item "T-35-900-101", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper officers are hereby authorized to adhere to the Settlement Agreement and to issue payment in the amount of NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00), in the manner set forth in the Settlement Agreement.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.

DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: BRANDON BUNCE

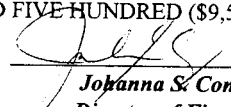
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:
AMOUNT:
- APPROPRIATION RESERVE:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT:
AMOUNT
- CAPITAL ORDINANCE
AMOUNT: \$
- TRUST ACCOUNT: T-35-900-101
AMOUNT: \$ 9,500.00

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$9,500.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION: THE PARTIES HAVE AGREED TO SETTLE THE MATTER CAPTIONED BANDON BRUCE V. CITY OF CAMDEN UNDER DOCKET NO. CAM-L-2989-20 NOW PENDING IN THE CAMDEN VICINAGE OF THE SUPERIOR COURT OF NEW JERSEY WITH THE CITY PAYING A TOTAL OF NINE THOUSAND FIVE HUNDRED (\$9,500.00).



Johanna S. Conyer
Director of Finance
Date: 4/4/22

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: August 9, 2022

TO: Timothy Cunningham, Esq., Business Administrator

FROM: Daniel S. Blackburn, City Attorney

Department Making Request: Law Department

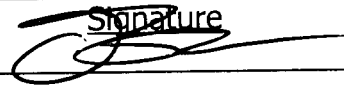
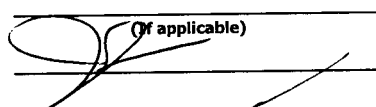
TITLE OF RESOLUTION: RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION

BRIEF DESCRIPTION OF ACTION: The parties have agreed to settle the matter captioned Bandon Bunce v. City of Camden under Docket No. CAM-L- 2989-20 now pending in the Camden Vicinage of the Superior Court of New Jersey with the City paying a total of Nine Thousand Five Hundred (\$9,500.00).

APPROPRIATION ACCOUNT TO BE CHARGED: T-35-900-101

AMOUNT OF PROPOSED CONTRACT: \$9,500.00

☐ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "D"** - Contract Request, **Form "E"** - Creation/Extension of Services, **Form "G"** - Grant Approval, **Form "H"** - Bond Ordinance or Contract Request, **Form "I"**, "Best Price Insurance Contracting" Model Ordinance

	Date	Signature
Approved by City Attorney:	7/12/22	
Approved by Grants Management:	_____	_____
Approved by Finance Director:	7/18/22	 (If applicable)
☒ CAF - Certifications of Availability of Funds	_____	_____
Approved by Business Administrator:	7/20/22	

(Name) Please Print	(Extension #)
Prepared By: Gleneta Blackshear	X7098
Contact Person: Daniel S. Blackburn, 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******

**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	Settlement Agreement
Name of Vendor	Brandon Bunce
Purpose or Need for service:	This matter is necessary for the settlement of the civil litigation matter Brandon Bunce v. City of Camden under Docket No. Cam-L-2989-20 of the Camden Vicinage of the Superior Court of New Jersey.
Contract Award Amount	\$9,500.00
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 _____

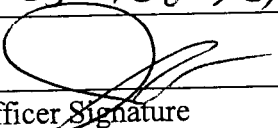
Business Administrator/Manager Signature

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.

T-35-900-101 Funding Source for this action


Chief Financial Officer Signature

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

N/A L.C.
Certifying Officer

Date _____

For LGS use only:

☐ Approved

☐ Denied

Date

Director or Designee,
Division of Local Government Services

Number Assigned _____

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

REQUISITION

NO. C2201134

SHIP TO
OFFICE OF RISK MANAGEMENT
4TH FL CITY HALL
P O BOX 95120
CAMDEN, NJ 08101

ORDER DATE: 07/08/22
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

VENDOR
UNKNOWN VENDOR
, NJ
VENDOR #: UNK01

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SETTLEMENT FOR BRANDON BUNCE VS. CITY OF CAMDEN CAM-L-2989-20 NEW VENDOR: FREIWALD LAW, P.C. C/O BRANDON BUNCE 1500 WALNUT STREET 18TH FLOOR PHILADELPHIA, PA 19102	T-35- -900-101	9,500.0000	9,500.00
			TOTAL	9,500.00

CITY OF CAMDEN
PURCHASING BUREAU
2022 JUL 13 AM 11:04

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
7/12/22

Date



Receiver of Goods
7/12/22

Date

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

RELEASE OF ALL CLAIMS

This Release dated the 5th day of July, 2022 is given by the Releasor set forth below.

For and in Consideration of the payment to me of the sum of **NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00)**, and other good and valuable consideration, **BRANDON BUNCE**, ("Releasor"), being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge the **CITY OF CAMDEN**, and all of their respective representatives, successors and assigns; as well as any and all of their parents, subsidiaries, affiliates, predecessors, successors, assigns and insurers and any past or present officers, directors, agents, representatives, employees and attorneys of the **CITY OF CAMDEN** ("Releasee") of and from any and all actions, causes of action, claims or demands for damages, costs, loss of use, loss of services, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown property damage resulting or to result from occurrence or accident that happened as set forth in the Complaint filed in the Superior Court of New Jersey, Camden County, at Docket No.: CAM-L-2989-20.

It is understood that the settlement of this matter includes compensation for all claims, including punitive damages, attorney's fees, pecuniary losses incurred, or that may be incurred, in the future by Releasor, and any other losses that accrued or may have accrued. It is further agreed that Releasor will defend and indemnify and hold Releasees harmless from any and all liability arising from liens, reimbursement or subrogation claims, be they statutory, equitable or judicially imposed that have been or may in the future be, asserted by any person or entity.

Release of Claims
Bunce, Brandon
CAM-L-2989-20

Releasor expressly acknowledges that all obligations to satisfy such liens or claims are that of Releasor and not Releasee.

Pursuant to N.J.S.A. 2A:17-56.23(a), I hereby personally certify that I, or a representative on my behalf, have completed a search to determine whether I have any judgments for child support against me and said search has indicated that no such judgments exist. I personally guarantee that all such lien obligations will be or have been paid in full by me, and/or my attorney and/or authorized agent out of funds prior to receipt of the net amount, to be received pursuant to this Release, and I further agree not to have any such settlement funds tendered to me until such liens are completely satisfied. Further, I agree to indemnify and hold harmless Releasee, you and your attorneys from any liability which they may incur from failure to conduct said search and/or any such judgments or liens.

I understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the person, firms and corporations hereby released by whom liability is expressly denied.

This Release contains the Entire Agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital.

I further state that I have carefully read the foregoing Release and know the contents hereof, and I sign the same as my own free act.

Release of Claims
Bunce, Brandon
CAM-L-2989-20

Witnessed or Attested by:

[Signature]
Witness

[Signature]
Brandon Bunce

Pennsylvania
STATE OF ~~NEW JERSEY~~ :
COUNTY OF Philadelphia : s.s.

I CERTIFY that on the 5th day of July, 2022, Brandon Bunce
personally came before me and acknowledged under oath, to my satisfaction, that he is the
person named in and personally signed this document.

[Signature]
Notary Public
Commonwealth of Pennsylvania - Notary Seal
Leslie S. Dobinson, Notary Public
Philadelphia County
My commission expires December 9, 2022
Commission number 1195407
Member, Pennsylvania Association of Notaries

Prepared by:

[Signature]
Glenn Blackshear

City of Camden



* * * CHILD SUPPORT JUDGMENT SEARCH * * *
NEW JERSEY SUPERIOR COURT

625-3500-21

RE: 209717

CERTIFIED TO:

FREIWALD LAW
1500 WALNUT ST #1801
PHILADELPHIA PA 19102

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF
THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY
AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD THEREIN A JUDGMENT
FOR CHILD SUPPORT PURSUANT TO N.J.S.A. 2A:17-56.23(B) EXCEPT AS SET
FORTH BELOW AGAINST:

BRANDON BUNCE
SSN: XXX-XX-2837
*** Name is CLEAR ***

FROM TO
09-01-1992 02-11-2022

DATED 02-11-2022
TIME 08:45 AM

FEES: \$ 10.00
TAX: \$ 0.00
TOTAL: \$ 10.00

CJ22-047-04309 047 0906047 01

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Freilwald Law, P.C.	
2 Business name/disregarded entity name, if different from above Layser & Freilwald, P.C.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► ☐ Other (see instructions) ► ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 1500 Walnut Street, 18th Floor	Requester's name and address (optional)
6 City, state, and ZIP code Philadelphia, PA 19102	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

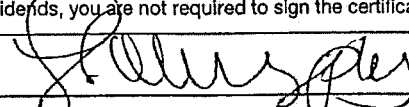
Social security number								
			-					
or								
Employer identification number								
2	3		-	3	0	6	4	2 7 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► March 8, 2022

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

DB:dh
08-09-22

R-6

RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION

WHEREAS, there is now pending before the Superior Court of New Jersey, a case under Docket No. CAM-L-2560-20, entitled Mahogany Hall v. City of Camden in which the plaintiff seeks damages; and

WHEREAS, this matter has been reviewed and negotiated by and between the parties of this litigation and an agreement has been reached by and between these parties to settle the case with the City of Camden paying the total sum of TWO THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS (\$2,594.00); and

WHEREAS, in accordance with this settlement, the City of Camden will pay the total sum of TWO THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS (\$2,594.00); and

WHEREAS, the settlement of the within litigation is not an admission of liability on the part of the City of Camden but is made in recognition of the risks of litigation and in order to avoid the continued costs and expenses of litigating the within matter; and

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

WHEREAS, Council has reviewed said settlement proposal and has determined that it is in the best interests of the City of Camden to settle the litigation in the aforesaid matter; and

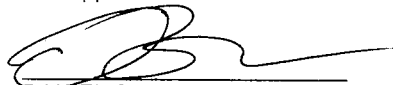
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the trust account budget of the City of Camden under line item "T-35-900-101", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper officers are hereby authorized to adhere to the Settlement Agreement and to issue payment in the amount of TWO THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS (\$2,594.00), in the manner set forth in the Settlement Agreement.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: MAHOGANY HALL

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

- BUDGET APPROPRIATION:
AMOUNT:
- APPROPRIATION RESERVE:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT:
AMOUNT
- CAPITAL ORDINANCE
AMOUNT: \$
- TRUST ACCOUNT: T-35-900-101
AMOUNT: \$ 2,594.00

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$2,594.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION: THE PARTIES HAVE AGREED TO SETTLE THE MATTER CAPTIONED MAHOGANY HALL V. CITY OF CAMDEN UNDER DOCKET NO. CAM-L-2560-20 NOW PENDING IN THE CAMDEN VICINAGE OF THE SUPERIOR COURT OF NEW JERSEY WITH THE CITY PAYING A TOTAL OF TWO THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS (\$2,594.00)



Johanna S. Conyer
Director of Finance
Date: 7/15/22

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: August 9, 2022

TO: Timothy Cunningham, Esq., Business Administrator

FROM: Daniel S. Blackburn, City Attorney

Department Making Request: Law Department

TITLE OF RESOLUTION: RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION

BRIEF DESCRIPTION OF ACTION: The parties have agreed to settle the matter captioned Mahogany Hall v. City of Camden under Docket No. CAM-L- 2560-20 now pending in the Camden vicinage of the Superior Court of New Jersey with the City paying a total of Two Thousand Five Hundred Ninety-Four Dollars (\$2,594.00).

APPROPRIATION ACCOUNT TO BE CHARGED: T-35-900-101

AMOUNT OF PROPOSED CONTRACT: \$2,594.00



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*

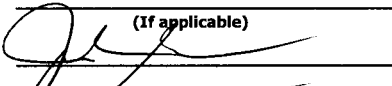
Approved by City Attorney:

Date
7/20/22

Signature


Approved by Grants Management:

7/25/22

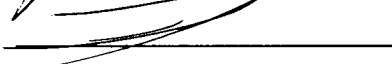
(If applicable)


Approved by Finance Director:

☒ CAF - Certifications of Availability of Funds

Approved by Business Administrator:

7/25/22



(Name) Please Print

(Extension #)

Prepared By: Gleneta Blackshear

X7098

Contact Person: Daniel S. Blackburn, City Attorney

X7170

CITY OF CAMDEN
PURCHASING BUREAU
2022 JUL 21 PM 2:46

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****

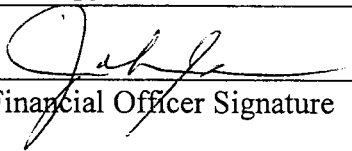
Municipality	Camden

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

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

T-35-900-101

Funding Source for this action



Chief Financial Officer Signature

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

N/A L.R.

Date 7/25/2022

Certifying Officer

For LGS use only:

☐ Approved

☐ Denied

Date

Director or Designee,

Division of Local Government Services

Number Assigned

RELEASE OF ALL CLAIMS

This Release dated the 01 day of 01, 2022 is given by the Releasor set forth below.

For and in Consideration of the payment to me of the sum of **TWO THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS (\$2,594.00)**, and other good and valuable consideration, MAHOGANY HALL, ("Releasor"), being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge the CITY OF CAMDEN, and all of their respective representatives, successors and assigns; as well as any and all of their parents, subsidiaries, affiliates, predecessors, successors, assigns and insurers and any past or present officers, directors, agents, representatives, employees and attorneys of the CITY OF CAMDEN ("Releasee") of and from any and all actions, causes of action, claims or demands for damages, costs, loss of use, loss of services, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown property damage resulting or to result from occurrence or accident that happened as set forth in the Complaint filed in the Superior Court of New Jersey, Camden County, at Docket No.: CAM-L-2560-20.

It is understood that the settlement of this matter includes compensation for all claims, including punitive damages, attorney's fees, pecuniary losses incurred, or that may be incurred, in the future by Releasor, and any other losses that accrued or may have accrued. It is further agreed that Releasor will defend and indemnify and hold Releasees harmless from any and all liability arising from liens, reimbursement or subrogation claims, be they statutory, equitable or judicially imposed that have been or may in the future be, asserted by any person or entity.

Release of Claims
Hall, Mahogany
CAM-L-2560-20

Releasor expressly acknowledges that all obligations to satisfy such liens or claims are that of Releasor and not Releasee.

Pursuant to N.J.S.A. 2A:17-56.23(a), I hereby personally certify that I, or a representative on my behalf, have completed a search to determine whether I have any judgments for child support against me and said search has indicated that no such judgments exist. I personally guarantee that all such lien obligations will be or have been paid in full by me, and/or my attorney and/or authorized agent out of funds prior to receipt of the net amount, to be received pursuant to this Release, and I further agree not to have any such settlement funds tendered to me until such liens are completely satisfied. Further, I agree to indemnify and hold harmless Releasee, you and your attorneys from any liability which they may incur from failure to conduct said search and/or any such judgments or liens.

I understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the person, firms and corporations hereby released by whom liability is expressly denied. I further agree that this Release shall not be pleaded by me as a bar to any claim or suit.

~~--- This Release contains the Entire Agreement between the parties hereto, and the terms of~~
this Release are contractual and not a mere recital.

I further state that I have carefully read the foregoing Release and know the contents hereof, and I sign the same as my own free act.

Release of Claims
Hall, Mahogany
CAM-L-2560-20

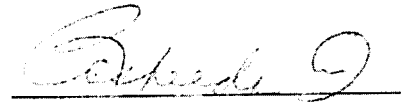
Witnessed or Attested by:

Witness

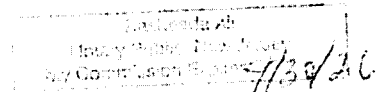
Mahogany Hall

STATE OF NEW JERSEY :
: S.S.
COUNTY OF _____ :

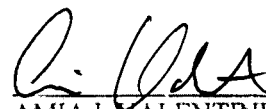
I CERTIFY that on the 01 day of 07, 2022, Mahogany Hall
personally came before me and acknowledged under oath, to my satisfaction, that he is the
person named in and personally signed this document.



Notary Public



Prepared by:



AMIA I. VALENTINE
Assistant City Attorney
City of Camden

DB:dh
08-09-22

R-7

**RESOLUTION AUTHORIZING AMENDMENT #2 TO CONTRACT #03-21-117 WITH
CAPEHART SCATCHARD IN THE AMOUNT OF \$30,000.00 FOR ONGOING
GENERAL LEGAL SERVICES FOR THE CITY OF CAMDEN**

WHEREAS, the Council of the City of Camden by Resolution #R-27 adopted March 9, 2021 awarded a professional service contract to Capehart Scatchard to perform general legal services for the City of Camden; and

WHEREAS, the contract price set forth in Resolution #R-27 as aforesaid was Seventy-Five Thousand Dollars (\$75,000.00); and

WHEREAS, the Council of the City of Camden by Resolution R-6 dated December 14, 2021 amended contract #03-21-117 with Capehart & Scatchard by amendment #1 in the amount of Fifty Thousand Dollars (\$50,000.00) for additional ongoing legal services; and

WHEREAS, it is necessary to further amend contract #03-21-117 in an amount not to exceed THIRTY THOUSAND DOLLARS (\$30,000.00) for ongoing legal services; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden, under line item "2-01-200-906", said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that contract #03-21-117 with Capehart & Scatchard, be amended by amendment #2 in the amount of THIRTY THOUSAND DOLLARS (\$30,000.00), making the total amount of the contract an amount not to exceed ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$155,000.00).

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: CAPEHART SCATCHARD

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

- BUDGET APPROPRIATION: 2-01-200-906
AMOUNT: \$ 30,000.00
- APPROPRIATION RESERVE:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT:
AMOUNT
- CAPITAL ORDINANCE
AMOUNT: \$
- TRUST ACCOUNT:
AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$ 30,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION: AUTHORIZING AMENDMENT #2 TO A CONTRACT #03-21-117 WITH CAPEHART SCATCHARD FOR GENERAL LEGAL SERVICES.



Johanna S. Conyer
Director of Finance
Date: 7/27/22

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: August 9, 2022

TO: Timothy Cunningham, Business Administrator

FROM: Daniel S. Blackburn, City Attorney

Department Making Request: Law Department

TITLE OF ORDINANCE OR RESOLUTION: Resolution Authorizing Amendment #2 to Contract#03-21-117 with Capehart Scatchard for General Legal Services.

BRIEF DESCRIPTION OF ACTION: The City entered into a contract with Capehart Scatchard dated September 15, 2021 authorized by Resolution MC-21:7881 for General Legal Services in the amount of \$75,000. City Council by Resolution MC-21-8231 authorized Amendment #1 increasing the amount of the contract by \$50,000 for a total of \$125,000. It is necessary to further amend the contract by increasing the amount by an additional \$30,000 to pay for ongoing legal services.

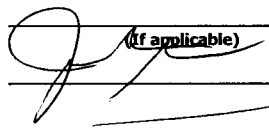
APPROPRIATION ACCOUNT TO BE CHARGED: 2-01- -200-906

AMOUNT OF PROPOSED CONTRACT: \$30,000



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

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

	Date	Signature
Approved by City Attorney:	<u>7/20/22</u>	
Approved by Grants Management:		
Approved by Finance Director:	<u>7/27/22</u>	 (if applicable)
☒ CAF - Certifications of Availability of Funds		
Approved by Business Administrator:	<u>7/27/22</u>	

(Name) Please Print

(Extension #)

Prepared By: Michelle Banks-Spearman, Assist. City Attorney

X7172

Contact Person: Michelle Banks-Spearman, Assist. City Attorney

X7172

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

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

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

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

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

Municipality	City of Camden

Professional Service or EUS Type	Professional Services-Amendment #2
Name of Vendor	Capehart Scatchard
Purpose or Need for service:	For added legal services and ongoing litigation matters
Contract Award Amount	\$30,000
Term of Contract	1 year
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	RFP # 22-14
Were other proposals received? If so, please attach the names and amounts for each proposal received?	N/A

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

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

Mayor's Signature*

Date_____

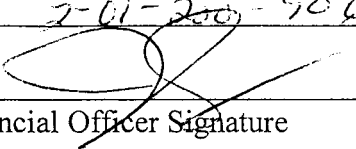
Business Administrator/Manager Signature

Date_____

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

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

2-01-200 - 906 Funding Source for this action



Chief Financial Officer Signature

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

Pending Date _____
Certifying Officer

For LGS use only:

☐ Approved ☐ Denied

Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

REQUISITION

NO.

C2201181

SHIP
TO

CITY ATTORNEY-4TH FLOOR

PO BOX 95120

CAMDEN, NJ 08101-5120

V
E
N
D
O
R

VENDOR #: CAP12

CAPEHART & SCATCHARD

8000 MIDLANTIC DRIVE

SUITE 300 SOUTH TOWER

MOUNT LAUREL, NJ 08054

ORDER DATE: 07/20/22

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AMENDMENT #2 FOR ONGOING LITIGATION MATTER UNDER CONTRACT #03-21-117 RES DATE: 08/09/2022	2-01- -200-906	30,000.0000	30,000.00
			TOTAL	30,000.00

CITY OF CAMDEN
PURCHASING BUREAU
2022 JUL 21 AM 9:14

[Signature] 7/26/22

Approved: *[Signature]* 7/26/22

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

DSB/AIV
08-09-22

R-8

**RESOLUTION AUTHORIZING EXTENSIONS OF TIME TO COMPLETE
FORECLOSURE**

WHEREAS, the City Council previously authorized the assignment of various tax sale certificates, listed in Exhibit A attached hereto, for less than the full amount due pursuant to N.J.S.A. 54:5-114.4; and

WHEREAS, N.J.S.A. 54:5-114.4, requires that the tax certificate assignee complete the foreclosure of the tax sale certificate and record the final judgment in the Camden County Clerk's Office within two (2) years of the date of the resolution authorizing the assignment; and

WHEREAS, due to various reasons, including delays caused by the COVID-19 Public Health Emergency and the resulting disruptions of normal court proceedings; and

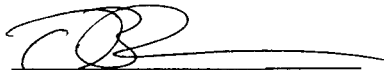
WHEREAS, the tax sale certificate purchasers listed below made timely requests to extend the time to foreclose; and

WHEREAS, the Lien Review Committee now requests that the City Council extend the foreclosure deadlines to the *New Deadline to Complete Foreclosure* dates listed in Exhibit A attached hereto; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Purchaser's foreclosure deadline is hereby extended to the respective *New Deadline to Complete Foreclosure* listed in Exhibit A attached hereto.

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

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

EXHIBIT A

<u>Address</u>	<u>Block/Lot</u>	<u>Council Resolution Approval Date</u>	<u>Resolution#</u>	<u>Tax Sale Certificate#</u>	<u>Tax Sale Certificate Purchaser</u>	<u>Last deadline to complete foreclosure</u>	<u>New Deadline to complete foreclosure</u>
450 Liberty	335/85	08/09/2016	MC-16:5214	88-294	Williams, Sr., Belvin	08/09/2022	08/09/2023
452 Liberty	335/84	08/09/2016	MC-16:5214	89-273	Williams, Sr., Belvin	08/09/2022	08/09/2023
1010 S 8 th	383/46	04/13/2021	MC-21:7908	93-257	Spearman, Leo H.	04/13/2023	04/13/2024

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: August 9, 2022

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

FROM: Daniel S. Blackburn, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING EXTENSIONS OF TIME TO COMPLETE FORECLOSURE

BRIEF DESCRIPTION OF ACTION:

N.J.S.A. 54:5-114.4, requires that the tax certificate assignee complete the foreclosure of the tax sale certificate and record the final judgment in the Camden County Clerk's Office within two (2) years of the date of the resolution authorizing the assignment. Due to the ongoing COVID-19 pandemic, resulting state of emergency and disruption of normal court procedures, tax sale certificate purchasers have experienced significant delays at various stages of the foreclosure process. City Council authorization is being sought to authorize extensions of time to complete foreclosure for tax sale certificate holders who made timely requests for extensions. A complete list of the tax sale certificate holders seeking an extension and proposed new foreclosure deadlines are attached as Exhibit A.

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

	<u>Date</u>	<u>Signature</u>
Approved by City Attorney:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
☐ CAF - Certifications of Availability of Funds	_____	(If applicable)
Approved by Business Administrator:	_____	_____

	<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By:	<u>Amia Valentine</u>	<u>X7170</u>
Contact Person:	<u>Daniel S. Blackburn, 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******

RESOLUTION OF THE COUNCIL OF THE CITY OF CAMDEN, IN THE COUNTY OF CAMDEN, STATE OF NEW JERSEY, AUTHORIZING THE PREPARATION AND APPLICATION TO THE LOCAL FINANCE BOARD SEEKING APPROVAL OF AMENDMENT #2 TO THE SERVICES AGREEMENT WITH AMERICAN WATER OPERATIONS AND MAINTENANCE, LLC, PURSUANT TO AND IN ACCORDANCE WITH N.J.S.A. 58:26-19 ET. SEQ., AND N.J.S.A. 58:27-19

WHEREAS, the City of Camden (the "City") and American Water Operations and Maintenance, LLC ("American") have negotiated Amendment #2 to the Services Agreement for the operation and maintenance of the City's water, storm water and wastewater systems; and

WHEREAS, pursuant to N.J.S.A. 58:26-19 et seq., (*New Jersey Water Supply Public-Private Contracting Act*) and N.J.S.A. 58:27-19 et seq., (*New Jersey Wastewater Public-Private Contracting Act*) (collectively referred to herein as the "Acts") the City is required to submit Amendments to the Services Agreement to the New Jersey Department of Environmental Protection, the Department of Community Affairs, Local Finance Board; and the Board of Public Utilities (collectively referred to herein as the "Agencies") for review; and

WHEREAS, the City desires to make application to the Local Finance Board with respect to a proposed Amendment to its Services Agreement with American ("Amendment #2"); and

WHEREAS, the City believes that Amendment #2: (a) is in the public interest; and (b) will further support and enhance the health, welfare, convenience or betterment of the inhabitants of the City; and (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant; and (d) is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City; and (e) is in the best interests of the City and its residents, now, therefore

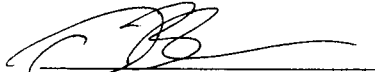
BE IT RESOLVED by the City Council of the City of Camden, County of Camden, State of New Jersey, as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Mayor, with the assistance of the City's retained professionals, is hereby authorized and directed to prepare and submit an application to the Local Finance Board seeking approval of Amendment #2 in conformance with the Acts.
3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as the same may be required by law.
4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
5. A copy of this resolution shall be available for public inspection at the offices of the City.
6. This Resolution shall take effect upon final passage.

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

Date: August 9, 2022

The above has been reviewed
And approved as to form.



Daniel S. Blackburn
City Attorney

Angel Fuentes
President, City Council

ATTEST: _____
Luis Pastoriza
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: August 9, 2022

TO: City Council

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

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the Preparation and Application to the Local Finance Board Seeking Approval of Amendment #2 to the Services Agreement with American Water Operations and Maintenance, LLC, Pursuant to and in Accordance with N.J.S.A. 58:26-19 Et. Seq., And N.J.S.A. 58:27-19.

BRIEF DESCRIPTION OF ACTION: The City of Camden (the "City") and American Water Operations and Maintenance, LLC ("American") have negotiated Amendment #2 to the Services Agreement for the operation and maintenance of the City's water, storm water and wastewater systems; and pursuant to N.J.S.A. 58:26-19 et seq., (*New Jersey Water Supply Public-Private Contracting Act*) and N.J.S.A. 58:27-19 et seq., (*New Jersey Wastewater Public-Private Contracting Act*) (collectively referred to herein as the "Acts") the City is required to submit Amendments to the Services Agreement to the New Jersey Department of Environmental Protection, the Department of Community Affairs, Local Finance Board; and the Board of Public Utilities (collectively referred to herein as the "Agencies") for review.

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:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
☐ CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____

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

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

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

Approved by Business Administrator:

7/27/22

Received by City Attorney:

7/28/22



(Name) Please Print

(Extension #)

Prepared By: Diana Gonzalez

Contact Person: Timothy J. Cunningham, Esq.

7150

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

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

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

DB:dh
08-09-22

R-10

**RESOLUTION AWARDING A CONTRACT TO MCMANIMON, SCOTLAND &
BAUMANN (MS&B) 75 LIVINGSTON AVENUE, ROSELAND, NJ 07068 FOR
BOND COUNSEL FOR A PERIOD OF ONE (1) YEAR
IN AN AMOUNT NOT TO EXCEED \$75,000.00**

WHEREAS, there exists a need to provide bond counsel services and other public finance matters to the City of Camden for a period of one year; and

WHEREAS, pursuant to a Request for Proposals #22-16, a proposal was received by McManimon, Scotland & Baumann (MS&B), for an amount not to exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00); and

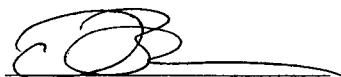
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden under line item "2-01-450-906", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper City Officers of the City of Camden are hereby authorized to execute a contract with McManimon, Scotland & Baumann (MS&B), for an amount not to exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), to provide bond counsel services and other public finance matters to the City of Camden for a period of one year, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: MCMANIMON, SCOTLAND AND BAUMANN

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

- BUDGET APPROPRIATION: 2-01-450-906
AMOUNT: \$75,000.00
- APPROPRIATION RESERVE:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT:
AMOUNT
- CAPITAL ORDINANCE
AMOUNT: \$
- TRUST ACCOUNT:
AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$75,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION: AWARDED A CONTRACT FOR ONE YEAR TO MCMANIMON, SCOTLAND AND BAUMANN (MS&B) , 75 LIVINGSTON AVENUE, ROSELAND NJ 07068 FOR BOND COUNSEL.



Johanna S. Conyer
Director of Finance
Date: 4/1/22

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: AUGUST 2022

TO: Timothy J. Cunningham, Business Administrator

FROM: L. Chandler, Purchasing Agent

Department Making Request: Admin/Purchasing Bureau for Finance Department

TITLE OF RESOLUTION/ORDINANCE: Resolution awarding a contract for one (1) year to McManimon, Scotland & Baumann (MS&B), 75 Livingston Avenue, Roseland, NJ 07068 for bond counsel.

BRIEF DESCRIPTION: The City desires to add MS&B to a list of law firms that represents the City's interest in relation to bonds and other public finance matters. The addition of MS&B will increase our current list to two (2) separate law firms and provide the City with access to new and innovative financial solutions to address our fiscal challenges.

BIDDING PROCESS: RFP #22-16 opened on July 12, 2022 – Received two (2) proposals
Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

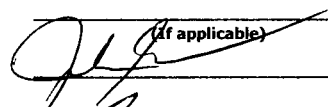
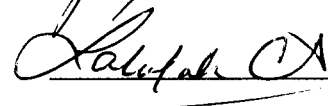
APPROPRIATION ACCOUNT(S): 2-01- -450-906

AMOUNT: \$75,000.00



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

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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	7/11/22	 (If applicable)
☒ PCAF - Certifications of Availability of Funds	7/24/2022	
Approved by Purchasing Agent:	7/22/22	_____
Approved by Business Administrator:	7/28/22	
Received by City Attorney:	_____	_____
(Name) Please Print		(Extension #)
Prepared By: _____	L. CHANDLER	X 7475
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	PROFESSIONAL SERVICE
Name of Vendor	MCMANIMON, SCOTLAND & BAUMANN, LLC
Purpose or Need for service:	BOND COUNSEL FOR PURCHASE OF BONDS AND OTHER PUBLIC FINANCE MATTERS
Contract Award Amount	\$75,000.00
Term of Contract	12 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	RFP #22-16
Were other proposals received? If so, please attach the names and amounts for each proposal received?	YES -- WLENTZ, GOLDMAN, SPITZER

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

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

Mayor's Signature*

Date_____

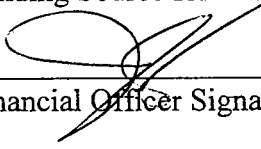
Business Administrator/Manager Signature

Date_____

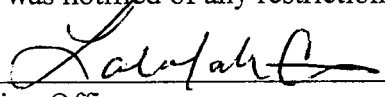
*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

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

2-01-450-906
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.


Certifying Officer

Date 7/21/2022

For LGS use only:

☐ Approved

☐ Denied

Date

Director or Designee,
Division of Local Government Services

Number Assigned _____

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

REQUISITION

NO.

C2201185

SHIP TO

OFFICE OF THE FINANCE DIRECTOR
DEPARTMENT OF FINANCE
ROOM 213, CITY HALL
CAMDEN, NJ 08101-5120

VENDOR

VENDOR #: UNK01

UNKNOWN VENDOR

, NJ

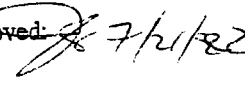
ORDER DATE: 07/21/22

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS: Destination

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	BOND COUNSEL CONTRACT FOR LEGAL SERVICES BOND COUNSEL SERVICES FOR THE CITY OF CAMDEN (RFP#22-16) OPENED ON JULY 12, 2022	2-01- -450-906	75,000.0000	75,000.00
			TOTAL	75,000.00

Approved: 

Department Head

Date

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

Receiver of Goods

Date

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

Public Finance

McManimon, Scotland & Baumann, LLC is one of the leading firms in the nation in the area of public finance. Our firm consistently ranks first in the State of New Jersey in volume of bond issues, number of bond issues, or both, by Thompson Reuters. The firm's public finance lawyers possess over four decades of experience and have participated in thousands of public finance transactions resulting in billions of dollars of bond and note issues. McManimon, Scotland & Baumann, LLC lawyers have participated in public finance transactions for all types of public infrastructure projects, ranging from schools to roads to stadiums. Additionally, the firm has experience with every type of public financing transaction. McManimon, Scotland & Baumann, LLC's public finance practice does not stop at issuance of bonds or notes. Our attorneys provide clients with expert post-issuance advice and counsel on matters including arbitrage and rebate compliance, investment of proceeds, secondary market disclosure, IRS audits and payment and non-payment related defaults.

Our Clients

We serve many different types of organizations, including:

- Municipalities, counties and school districts
- Municipal and regional authorities providing sewerage, water supply and waste disposal services
- Improvement authorities, housing authorities, redevelopment agencies and parking authorities
- State of New Jersey and State agencies
- Investment banks
- Trustee banks
- Letter of credit banks
- Non-profit and other corporations

Our Services

McManimon, Scotland & Baumann, LLC lawyers have participated in public finance transactions for all types of public infrastructure projects, ranging from schools to roads to stadiums. Additionally, the firm has experience with every type of public financing transaction, including:

- General Obligation Bonds
- Revenue Bonds
- Notes
- Current, advance and forward refunding
- Certificates of Participation
- Redevelopment Area Bonds
- Clean Renewable Energy Bonds
- Build America Bonds
- Swaps and other financial derivatives
- Post-Issuance Advice including arbitrage and rebate compliance, investment of proceeds, secondary market disclosure, IRS audits and payment/nonpayment related defaults

Contact Us

For more information about our Public Finance practice, please contact Edward J. McManimon at 973-622-5028 or Matthew D. Jessup at 973-622-4850.



PROJECT

Little Falls Municipal Building

McManimon, Scotland & Baumann, LLC served as bond counsel to the Township of Little Falls, drafting multiple bond ordinances, appearing before the Local Finance Board and assisting with the issuance of bond anticipation notes and general obligation bonds to finance the Township's new Municipal Facility.

For more information
go to www.msbnj.com.

A G R E E M E N T

THIS AGREEMENT ("Agreement"), made as of this ____ day of _____, 20__ by and between the CITY OF CAMDEN, in the County of Camden, a body politic of the State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey, 07068 hereinafter designated as "Counsel":

WITNESSETH:

The Client desires to engage the services of Counsel for one or more of the services described herein which may consist of (i) services related to public finance and (ii) services related to redevelopment, environmental, litigation or other non-public finance services. To the extent that the Client requests such services of Counsel for any of such services, they shall be billed as follows:

I. Public Finance

1. Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

A. Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey statutes.

C. When the Client determines to issue bonds or notes, Counsel will prepare the necessary resolutions or other operative documents to set up the bond or note sale and will submit them to the Client's general counsel for review. Counsel will seek the advice of the Client's financial advisor and/or auditor in connection with the appropriate maturity schedule for the bonds or notes to be sold and will review legal issues relating to the structure of the bond or note issue. Counsel will assist the Client in seeking from other governmental authorities such approvals, permissions and exemptions as Counsel determines are necessary or appropriate in connection with the authorization, issuance and delivery of bonds or notes. Counsel will review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the bonds or notes and will arrange for the printing and the distribution of such offering or disclosure document. Counsel will prepare and review the notice of sale pertaining to the competitive sale of the bonds or notes and will arrange for the printing of such notice of sale in The Bond Buyer, as applicable, and will answer inquiries made by the investment community concerning the bond or note sale. Counsel will assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of bonds or notes. Counsel will render legal advice as necessary

concerning the submission of bids for the bonds or notes in accordance with the notice of sale and the requirements of law. After the bond or note sale, Counsel will prepare the bonds or notes for execution, will prepare and see to the execution of the necessary closing certificates, including the continuing disclosure undertaking of the Client, and will establish the time and the place for the delivery of the bonds or notes to the successful bidder. Counsel will coordinate the closing, at which time the bonds or notes will be delivered, payment will be made for the bonds or notes, and Counsel will issue a final approving legal opinion with respect to the validity and binding effect of the bonds or notes, the source of payment and security for the bonds or notes and the excludability of interest on the bonds or notes from gross income for federal and New Jersey income tax purposes, if applicable.

D. Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or notes and the investment of the proceeds thereof.

E. Counsel will provide such other services as may be requested from time to time by the Client including any referendum, validation proceedings or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

2. The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of \$600.

C. For services rendered in connection with each note sale, a fee equal to the greater of (i) \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 or (ii) \$1,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$500.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$215 per hour for attorneys and \$135 per hour for legal assistants. Services rendered in connection with any required filings with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport will be billed at a flat rate of \$250 per filing. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.

II. Redevelopment, Environmental, Litigation and Non-Public Finance Services

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects, (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions, (iii) litigation, including representation in any and all action authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternate dispute resolution matters or (iv) any other legal services, such services shall be billed as follows:

2. The Client will make payment to Counsel for such general legal services at the blended hourly rates set forth in paragraph I(2)(G). Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$375 for attorneys and \$180 for legal assistants. In addition to the hourly time charges

described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(I).

3. Services rendered in connection with the issuance of bonds or refunding bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law, will be billed (i) if issued in the manner set forth in the Local Bond Law, in accordance with the fee schedule set forth in paragraph I(2) or (ii) in accordance with an agreed upon fee at the time of issuance if issued pursuant to a trust indenture or general bond resolution.

III. General Provisions

1. Upon execution of this Agreement, the Client will be Counsel's client and an attorney-client relationship will exist between Client and Counsel. Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in the transactions contemplated hereby. Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Counsel. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of any documents or other materials retained by Counsel after the termination of this Agreement.

3. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. The primary contact attorney for services performed pursuant to this Agreement shall be Matthew D. Jessup.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2021 to 15-NOV-2024

MCMANIMON, SCOTLAND & BAUMANN, LLC
75 LIVINGSTON AVENUE, SUITE 201
ROSELAND NJ 07068-5408



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MCMANIMON, SCOTLAND & BAUMANN, LLC

Trade Name:

Address: 75 LIVINGSTON AVENUE #201
ROSELAND, NJ 07068

Certificate Number: 0075601

Effective Date: January 03, 1988

Date of Issuance: July 21, 2022

For Office Use Only:

20220721132334775

CITY OF CAMDEN
BUREAU OF PURCHASING
CITY HALL – ROOM 213
P.O. BOX 95120
CAMDEN, NEW JERSEY 08010-5120
856-784-3037
856-541-9668 (FAX)

RFP RESULTS

RFP #22-16

RFP NAME: LEGAL SERVICES –BOND COUNSEL

RFP DUE: TUESDAY, JULY 12, 2022 @ 11:00 A.M

VENDOR
McMANIMON,SCOTLAND & BAUMANN, LLC ROSELAND,NJ
WILENTZ, GOLDMAN & SPITZER, P.A. WOODBIDGE, NJ

Results are for information purpose only.

rp

**CITY OF CAMDEN
PURCHASING BUREAU**

VENDORS LIST

RFP#22-16

RFP NAME: LEGAL SERVICES -BOND COUNSEL

RFP DUE: ^{Tuesday} THURSDAY, JULY 12, 2022 @ 11:00 A.M

ZOOM MEETING ID: 997 0861 5420 PASSCODE: 024317

DATE	VENDOR'S NAME & ADDRESS	PHONE & FAX #
6/16/2022	DECOTIIS FITZPATRICK & COLE - CHERYL OBERDOR 61 S. PARAMUS RD STE 250 PARAMUS NJ 07652 coberdor@decotiislaw.com	201-928-1100
6/16/2022	McManimon, Scotland & Braumand 75 Livingston Ave Ste 201 Roseland, NJ 07068 info@scotlandnj.com	973-622-2760
	W. Lentz 90 Woodbridge Center Drive - Ste 900 Bx 10 Woodbridge NJ 07095-0958	732-855-4149 732-726-6645
	Howard Johann Toni	

Public Notice

Legal Notices

CITY OF CAMDEN REQUEST FOR PROPOSAL

The City of Camden's Finance Department, intends to acquire the service for the following:

RFP #22-16 LEGAL SERVICES – BOND COUNSEL

The Purchasing Agent is hereby authorized to receive Proposals on Tuesday, July 12, 2022 at 11:00 a.m. in the City Council Chambers, Second Floor, City Hall, Sixth and Market Streets, Camden, New Jersey, at which time and place proposal(s) will be opened and read publicly.

GUIDELINES may be obtained by contacting the Office of the Purchasing Agent at purchasingfax@ci.camden.nj.us.

The 11:00 a.m. July 12, 2022 RFP opening is available remotely at the following Zoom Video Communication link (or phone number), meeting ID and Password:

Link: <https://zoom.us/j/99708615420?pwd=WkcwcW9vZkQ5VDh3TjlnNnVyeHNDdDZ09>

Meeting ID: 997 0861 5420

Passcode: 024317

Phone Number: 1(646) 876-9923

The submitting person/agency must be qualified and experienced to conduct the services in the Proposal. Those not providing written proof of required qualifications and experience will be disqualified.

If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

This proposal is being solicited through a fair and open process in accordance with the N.J.S.A. 19:44a-20.5 et seq.

The City will not accept Proposals received after the time specified for submission. Any Proposals received after the hour appointed, the City will deem invalid and return unopened to the sender.

Sealed RFPs intended for the Purchasing Agent prior to the designated time of public opening should be delivered to the Office of the Municipal Clerk, City Hall, Room 105, Camden, New Jersey 08101.

Any questions concerning this Request for Proposal please contact the City of Camden Purchasing Bureau at (856) 757-7159 or, preferably, fax questions to (856) 541-9668

Lateefah Chandler
Purchasing Agent

June 16, 2022
(\$50.92)

0005299184-01
GLOUCESTER CITY BOARD OF

DB:dh
08-09-22

R-11

**RESOLUTION AWARDING A CONTRACT TO AFFINITY IT SECURITY SERVICES,
1243 SUSSEX TURNPIKE, SUITE #1, RANDOLPH, NJ 07869**

WHEREAS, there exists a need for the provision of consultant services of the City's internet-connected systems in order to protect and defend against cybercrime; and

WHEREAS, pursuant to a Request for Proposals #22-07, the lowest, responsible proposal was received by Affinity IT Security Services, for an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00); and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden under line item "2-01-433-906", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper City Officers of the City of Camden are hereby authorized to execute a contract with Affinity IT Security Services, for an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), for the provision of consultant services of the City's internet-connected systems in order to protect and defend against cybercrime for the City of Camden for a period of one year, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: AFFINITY IT SECURITY SERVICES

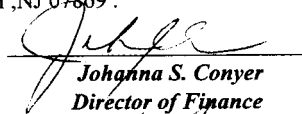
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 2-01-433-906
AMOUNT: \$50,000.00
- APPROPRIATION RESERVE:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT:
AMOUNT
- CAPITAL ORDINANCE
AMOUNT: \$
- TRUST ACCOUNT:
AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$50,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION:
AUTHORIZING THE AWARD OF A CONTRACT TO AFFINITY IT SECURITY SERVICES
1243 SUSSEX TURNPIKE, STE #1 , RANDOLPH ,NJ 07869 .


Johanna S. Conyer
Director of Finance
Date: 4/25/22

**CITY OF CAMDEN
CITY COUNCIL REQUEST FORM**

Council Meeting Date: AUGUST 2022

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

FROM: L. Chandler, Purchasing Agent

DEPARTMENT MAKING REQUEST: Administration/Purchasing Bureau

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the award of a contract to Affinity IT Security Services, 1243 Sussex Turnpike, Ste #1, Randolph, NJ 07869

BRIEF DESCRIPTION: Affinity IT, Security Services will provide consultant services of the City's internet-connected systems in order to protect and defend against cybercrime. Services include tasks such as: cybersecurity risk assessment, creation of a roadmap to resolve findings, remediation, and the offering of advice and direction on cybersecurity mechanisms, policies, procedures, and best practices.

BIDDING PROCESS: RFP #22-07 – Received fourteen (14) submissions on May 5, 2022

APPROPRIATION ACCOUNT(S): 2-01- -433-906

AMOUNT: 50,000.00



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

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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	7/25/22	(If applicable) _____
☒ CAF –Certifications of Availability of Funds	7/25/2022	_____
Approved by Purchasing Agent:	7/25/22	_____
Approved by Business Administrator:	7/25/22	_____
Received by City Attorney:	7/28/22	_____
(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	AFFINITY IT SECURITY SERVICES
Purpose or Need for service:	CONSULTANT SERVICES FOR CYBERSECURITY RISK ASSESSMENT
Contract Award Amount	\$50,000.00
Term of Contract	18 MONTHS
Temporary or Seasonal	NO
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	RFP 22-07
Were other proposals received? If so, please attach the names and amounts for each proposal received?	YES – 13 OTHER PROPOSALS

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

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

Mayor's Signature*

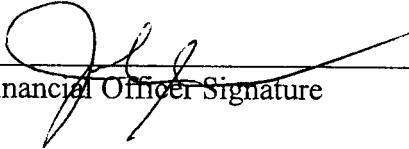
Date_____

Business Administrator/Manager Signature

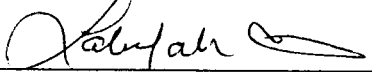
Date_____

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

The Financial Officer affirms that there is adequate funding available for this personnel action.
2-01-433-906 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.


Certifying Officer

Date 7/25/2022

For LGS use only:

☐ Approved

☐ Denied

Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

REQUISITION

NO.

C2201205

SHIP TO	PURCHASING BUREAU ROOM 213, CITY HALL P O BOX 95120 CAMDEN, NJ 08101
	VENDOR # : UNK01 UNKNOWN VENDOR , NJ

ORDER DATE: 07/25/22

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CYBERSECURITY RISK ASSESSMENT TO INCLUDE 12 MONTH REMEDIATION	2-01- -433-906	50,000.0000	50,000.00
			TOTAL	50,000.00

Approved:

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

Department Head

Date

Receiver of Goods

Date

7/25/22

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



Statement of Qualifications

Affinity IT Security Services

Affinity IT Security Services is the registered DBA (doing business as) name of Affinity IT, LLC. Affinity IT, LLC is a Limited Liability Company certified small business registered in New Jersey.

The official name and address are:

Affinity IT, LLC.
1243 Sussex Turnpike, Suite #1
Randolph, NJ 07869
(800) 840-2335
info@affinity-it.com
www.affinity-it.com

The primary contact for this project is:

Joseph W. Fisher, President
joe@affinity-it.com

Affinity IT was incorporated in 2009 and has 9 employees:

- Joseph W. Fisher: President and founder, Senior Security Analyst
- Konrad Gawronski: Security Analyst
- Michael McCormick: Security Analyst
- James M. Strain: Senior Security Analyst and Security Software Developer**
- Brian P. MacPhee: Physical Security Analyst **
- Thomas Czerniecki: Municipal Operations Specialist**
- James Morales: Industrial Control System Security Analyst**
- Ching Loo: Office Administrator and Operations Manager
- Elaine Verrone: Marketing Specialist

** Contractor engaged for special needs.

With over 12 years of cybersecurity consulting experience, we have the precise skills and expertise demanded by this project. We bring a deep understanding of networking, software, and security to the task, specifically:

1. Strong networking analysis and design expertise
2. Extensive network, application, and operational security assessment experience
3. The forward-looking technical vision necessary to create a technology roadmap to facilitate the smooth evolution of technology
4. Extensive security awareness training programs
5. Extraordinary social engineering expertise
6. Extraordinary expertise in municipal organization operations and needs
7. Strong project management skills
8. Strong communication skills

We are not just auditors, we are Network Engineers, Computer Scientists, and Ethical Hackers with decades of hands-on technical experience. We find vulnerabilities that others do not. During the past five years, Affinity IT has completed 39 security assessments, with 10 of those being performed over the last 12 months.



Methodology

Affinity IT Security is submitting this response to RFP 22-07 for Consulting Services for Cybersecurity Risk Assessment and providing details to the scope of work identified in the RFP specific to the following areas of expertise:

- Cybersecurity Assessment with Gap Analysis
- Penetration Testing and Network Vulnerability Scanning
- Application Security Testing
- Social Engineering Testing
- Review Security Policies and Procedures
- Coordinate with Government Agencies for Threat Mitigation
- Review Anti-Virus / Anti-Malware Settings and Policies (Bitdefender)
- Review Firewall Rules and Configurations (Cisco)
- Create Cybersecurity Roadmap / Program (Incident Response, DLP)
- Provide Remediation Assistance.

Sequence of Activities

Assessments typically begin with a kick-off meeting to introduce the participating personnel and set expectations between the client and vendor. This includes the high-level schedule, documentation requests, permission form(s), technical requirements, and coordinating on-site visitation.

External scanning is consistently the first activity to be completed, as it has the fewest dependencies. This is usually followed by the on-site visit in which interviews, inspections, documentation review, remote access review, and internal network scanning activities occur. Reports and Readouts are targeted for delivery 1-2 weeks following the culmination of the relevant work.

Penetration, Network Vulnerability, and Application Testing

Affinity IT bases its network penetration testing approach on the operating procedures formalized by the EC-Council¹ Certified Ethical Hacking ("CEH") methodology. This process is further enhanced by our seasoned security analysts who rely on their experience and intuition to guide their testing activities. The structured portion of this hybrid methodology ensures completeness and structure, while our analyst's intuition provides efficiency and valuable insights.

Although each assignment comes with its own challenges, the tools we utilize during network testing generally include nmap, Kali Linux, and Nessus Professional. We also use a combination of archived internet webpages and social networking sites such as LinkedIn, Twitter, and Facebook for reconnaissance and Social Engineering (when applicable) purposes. Reconnaissance provides insights into DNS names, account ids, employees, and current issues/events. Following reconnaissance, testing is typically a combination of scanning for information gathering, and manual exploit testing of detected vulnerabilities. Exploitation often involves leveraging Metasploit, and other scripts written in perl, python, ruby, etc. ***When we successfully breach a client's server device, or account, we immediately notify the client.***

In documenting detected vulnerabilities, Affinity IT references the National Vulnerability Database to identify publicly known vulnerabilities, and the Common Vulnerability Scoring System ("CVSSv3") to

¹ International Council of Electronic Commerce Consultants



detail their severity in an industry standard manner. This allows us to present detected vulnerabilities in an objective and prioritized manner, each with one or more suggested remediations.

Findings are always presented in one or more live readouts for technical staff and management, to ensure understanding, foster dialog, and discuss recommended remediations.

We distinguish ourselves in this regard with strong communications skills, exceptional knowledge transfer, and clear understanding.

Reports are always transmitted in encrypted form to protect the client organization.

For application testing, our approach is based on the GIAC Web Application Penetration Tester (GWAPT) program. The process includes mapping the target application, understanding key design aspects such as authentication, session management, and permissions, and then executing targeted tests to detect vulnerabilities in the design. Common vulnerabilities such as the OWASP Top 10 are tested, along with significant additional ad-hoc testing by the security analyst. Accounts corresponding to each role supported by the application are used to test permissions and privileges. Once again, we rely on our security analysts' intuition as to how to violate designer's expectations and utilize malformed input and unexpected interactions to discover application vulnerabilities. Typical tools used for application testing include Burp Suite and Postman. Vulnerabilities are categorized and identified using the industry standard Common Weakness Enumeration (CWE).

All testing begins with a "Permission to Test" form that must be completed by the client that includes the type(s) of testing to be performed, along with the specific IPs and domain names that are in-scope. A Communication Plan identifying critical contacts on both sides, and notification requirements is developed.

In the case of a network penetration test, an IP list is provided that defines the scope of the test. The target nodes are fingerprinted, and all gateways and logins noted. Potentially exploitable ports and services are noted. Logins and portals are subjected to brute-force (authentication bypass) attacks and known exploits against vulnerable servers and services are attempted.

In the event of a successful breach, the client is notified immediately, and additional infiltration discussed. The deliverable is a report of findings detailing detected vulnerabilities, organized by IP, cross-referenced by vulnerability, each accompanied by one or more suggested remediations.

In the case of an application security test, a demonstration of the software to be tested is typically requested, along with entitled test accounts for each role supported by the application. We also require that a non-production version of the application be provisioned for testing purposes, as security testing can pollute production databases or otherwise negatively impact production operations. We typically do NOT test for denial-of-service on the server hosting the application.

Social Engineering activities largely depend on the client's direction, but we are comfortable in assessing risk in various forms including phishing via email, phone, and SMS (a.k.a. smishing), USB drops, and physical security gambits (false badges, piggybacking, false pretenses etc.). We will typically ask the client for support in documenting who reports suspicious activity, so we can include reporting in our metrics. **We have included phishing, vishing, and physical security testing in our estimation of the work.**

The deliverable from all security tests are reports detailing the scope, approach, findings, and suggested remediations. The report is always presented in a live readout session. Original scan reports (i.e., raw reports produced by the scanner) are available on request.

Follow up verification of fixes is performed (remotely) on request as part of the original test.



Types of Reports

We provide clients with three (3) types of reports, depending on the tests performed:

Application Security Test Report	This is a report delivered in PDF format that describes the testing scope, process, and details vulnerabilities and deviations from security best-practices detected during application security testing with priorities based on severity and suggested remediations.
Network Security Vulnerability Report	This is a report delivered in PDF format that describes the vulnerabilities in devices detected through external or internal scanning with priorities based on severity and suggested remediations. In those cases, in which Penetration Testing is also performed, the report also details the ethical hacking activities that were carried out.
IS Policy and Procedures Gap Analysis	Compares existing IS Policies with NIST 800-53v5 and provides prioritized recommendations for improvements.

As described earlier, all reports are also presented in a live readout format for relevant personnel. Each report can be amended after remediation with a "Disposition of Findings" section that details that verification of fixes has occurred.

Appendix A is a redacted version of a Penetration Test report. Appendix B is a redacted version of a Cybersecurity Risk Assessment.



Controls and Procedures

Although we generally endeavor to schedule scans and penetration tests during non-business hours to minimize potential operational impacts, active testing always entails some risk of operational impact.

We rely on the communication plan to keep both sides informed of events and conditions during testing. The purpose of the communication plan is to ensure both sides know who to contact and under what conditions.

Offending activities are immediately halted if/when impacts are reported. Conversely, we occasionally need to notify the client that we have been blacklisted and request access be restored.

Reports and scans are stored in encrypted form.

It is our understanding that you prefer testing activities to be performed during non-business hours and we will endeavor to accommodate that.

Process for Re-testing of Remediated Items

We will immediately retest any critical findings that have been remediated in order to verify remediation upon client request.

Otherwise, we expect the client to batch up fixes and notify us when to re-test. An amended report containing a "Disposition of Findings" section will be delivered upon client request.

Proposed Interaction and Approach

We encourage the client to create a hybrid team of responsible staff to support each test, including network and system administrators, asset owners, and developers as needs dictate. This collaborative team is kept aware of testing plans and execution, facilitates set-up and access, manages questions and answers, participates in readouts, and requests post-testing verification of fixes.

Affinity IT will present a live (web) read-out of findings for client staff that includes a detailed explanation of each finding, the associated risk, and recommended remediation. It is at the client's discretion as to who should attend this meeting. Occasionally, clients will request separate presentations for management and technical staff, and we are happy to accommodate.

Protection of Institutional Sensitive Information

Client reports and scans are stored in encrypted form.

Client reports are transmitted via email in encrypted form and the password is communicated via a secondary channel (such as SMS²).

With regard to sensitive client information, the best solution is not to have it. Thus, in addition to the fact that Affinity IT and the client will have a mutual NDA that prohibits the sharing of any client information that is not public, Affinity IT does not and will not collect or store client data during testing beyond the scans and reports used to identify infrastructure and potential vulnerabilities.

² i.e. a text message.



Additional Assurances

Affinity IT has a deep understanding of the NIST 800-53 control set, as we advise our clients on regulatory compliance. Internally, we have implemented the following controls as appropriate for an organization of our size:

• Role-based access control	• IT Asset Management
• Patch Management	• Password Policy
• Account Management	• Business Continuity
• Mobile Device Policy	• Cybersecurity Awareness
• Physical Security	• Endpoint Security

Although we have not yet been subject to a security audit, Affinity IT Security is committed to achieving CMMC Level 1 compliance and is currently participating in Project Spectrum, the DoD initiative promoting cybersecurity for small businesses.

Requirements for Internal Network Vulnerability Scanning

For internal network testing, we require temporary administrative credentials sufficient to login into all devices found on the network. Typically, this consists of a temporary Windows administrative account and an SSH console login to network devices. Secure VPN access to the relevant network(s) is/are required if this is to be conducted remotely. For these reasons, we prefer to work closely with client administrators for network penetration activities and have no problem with close client observation.

Note that we prefer that these credentials remain unknown to us, and that they will not be used during the Penetration Testing work.



Program Schedule

Schedule of Activities:

The following activities encompass the scope of requirements for the initial testing phase.

Activity	Sub-Activities	Tentative Work/Delivery Date
Kick-off Meeting (KO)		[Week 1] i.e. Contract Award Date + 2 weeks
External Vulnerability and Penetration Testing	Remote Scanning and P/T	Week 2
3rd Party Vulnerability Analysis	Identify Vendors Send Surveys	Week 2
Onsite Visit	• Interviews • Documentation Reviews / Discussions • Internal Vulnerability and Penetration Testing • Wireless Networks (private and guest) • Remote Access Review • Wifi Review • Network Architecture Security Review • Endpoint Solution Review • Firewall Review • IS Policies Review • Physical Security Testing	Week 3
Social Engineering	• Phishing • Vishing • Physical Security Testing	Week 3
Policies & Procedures Analysis		Week 4
Reports / Readouts	NW Security Report IS Policy Report Endpoint Solution Report Firewall Report 3rd Party Vulnerability Report Data Loss Prevention Plan Incident Response Plan	Week 6
Project Wrap-up Meeting	Review project plans and work completed	Week 7
Summary Readout	Review all work, findings, ad recommendations to date	Week 7

The above are rough timing estimates based on an estimate of approximately 25 external and 500 internal nodes, supporting a 400 employee organization. We anticipate having 3 security analysts on-site for approximately 3 days during the phase labeled "Onsite Visit".



Cost Proposal

The all-inclusive cost for the services described in this response is **\$39,149.80**, and includes the following deliverables:

- NW Security Report & Readout
- IS Policy Report & Readout
- NW Diagram
- Endpoint Solution Report & Readout
- Firewall Report & Readout
- 3rd Party Vulnerability Dashboard & Readout
- Data Loss Prevention Plan
- Incident Response Plan
- Social Engineering Security Report
- Summary Report (Roadmap) & Readout

This is based on a flat consulting hourly rate of \$149 as shown below, a rate considerably below our normal consulting fees:

Consulting Services	Rate per Hour
Partner	\$149
Senior Manager	\$149
Manager	\$149
Senior Security Analyst	\$149
Staff	\$149

Affinity IT will also honor this rate for remediation consulting following the conclusion of the project.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AFFINITY IT LIMITED LIABILITY COMPANY

Trade Name:

Address: 1243 SUSSEX TURNPIKE STE 1
RANDOLPH, NJ 07869-2997

Certificate Number: 1388036

Effective Date: September 21, 2007

Date of Issuance: July 25, 2022

For Office Use Only:

20220725104402386

CITY OF CAMDEN
BUREAU OF PURCHASING
CITY HALL – ROOM 213
P.O. BOX 95120
CAMDEN, NEW JERSEY 08010-5120
856-784-3037
856-541-9668 (FAX)

RFP RESULTS

RFP #22-07

RFP NAME: CONSULTING SERVICES FOR CYBERSECURITY RISK ASSESSMENT

RFP DUE: THURSDAY, MAY 5, 2022 @ 11:00 A.M

VENDOR	PROJECT COST
INTERSEC, INC LEEBURG, VA	\$118,382.16
ADVANCED COMPUTER SOLUTIONS GROUP MT.LAUREL, NJ	\$54,000.00
BULLETPROOF FAIRFAX, VA	\$129,870.00
ISG STAMFORD,CT	\$49,500.00
AFFINITY IT SECURITY SERVICES RANDOLPH, NJ	\$149.00 /HR
DYNTEK NEW YORK, NY	\$149,650.00
SEMPERLINC LINCROFT,NJ	\$185.00/HR
PALINDROME TECHNOLOGIES PRINCETON,NJ	\$120,000.00
MEREK SANTA FE, NM	\$75,000.00
CYBERFORCE PLYMOUTH,MI	\$30,000.00 PLUS \$250.00/HR

K&M CYBER RISK GROUP NORTH HALEDON,NJ	\$29,950.00
VETCH SOLUTIONS WASHINGTON,DC	\$59,400.00
COGENT INFOTECH CORPORATION PITTSBURGH,PA	\$140.00/HR
HOLTEC SECURITY INTERNATIONAL CAMDEN,NJ	\$154,560.00

Results are for information purpose only.

rp

CITY OF CAMDEN
REQUEST FOR PROPOSAL

The City of Camden, through the Department of Administration, intends to acquire services for the following:

REQUEST FOR PROPOSAL # 22-07
CONSULTING SERVICES FOR
CYBERSECURITY RISK ASSESSMENT

The Purchasing Agent is hereby authorized to receive Proposals on Thursday, April 21, 2022 at 11:00 a.m. in the City Council Chambers, Second Floor, City Hall, Sixth and Market Streets, Camden, New Jersey, at which time and place proposal(s) will be opened and read publicly.

GUIDELINES may be obtained by contacting the Office of the Purchasing Agent at purchasingfax@ci.camden.nj.us.

The 11:00 a.m. April 21, 2022 RFP opening is available remotely at the following Zoom Video Communication link (or phone number), meeting ID and Password:

Link: <https://zoom.us/j/97001600577?pwd=QkM1NkVHMDY3eVU1b1hObk9wZUZLT09>

Meeting ID: 970 0160 0577

Passcode: 684814

Phone Number: 1(646) 876-9923

RFPs may not be emailed, faxed or transmitted over the telephone.

The submitting person/agency must be qualified and experienced to conduct the services in the Proposal. Those not providing written proof of required qualifications and experience will be disqualified.

If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

This proposal is being solicited through a fair and open process in accordance with the N.J.S.A. 19:44a-20.5 et seq.

The City will not accept Proposals received after the time specified for submission. Any Proposals received after the hour appointed, the City will deem invalid and return unopened to the sender.

Sealed RFPs intended for the Purchasing Agent prior to the designated time of public opening should be delivered to the Office of the Municipal Clerk, City Hall, Room 105, Camden, New Jersey 08101.

Any questions concerning this Request for Proposal please contact the City of Camden Purchasing Bureau at (856) 757-7159 or, preferably, fax questions to (856) 541-9668
Lateefah Chandler
Purchasing Agent
March 30, 2022
(\$72.24)

0005194795-01

Notice #1 Attached
4/18/2022

**CITY OF CAMDEN
PURCHASING BUREAU**

VENDORS LIST

RFP# 22-07

RFP NAME: CONSULTING SERVICES FOR CYBERSECURITY RISK ASSESSMENT

RFP DUE: ~~THURSDAY, APRIL 21, 2022~~ THURSDAY, MAY 5, 2022 @ 11:00 A.M

ZOOM MEETING ID: 970 0160 0577 Passcode: 684814

DATE	VENDOR'S NAME & ADDRESS	PHONE & FAX #
3/30/2022	Ortus International miffaa@ortus.com 455 Rt 70 West Cherry Hill NJ 08032	877-669-4837
3/31/2022	V3it gaurav.saswani@v3it.com 1717 N. Napier Blvd #103 Naperville IL 60563	630-245-1400
3/31/2022	Cogent Infotech Corp samantha.augustine@cogentinfo.com 1035 Boyce Rd Pittsburgh PA 15241	412-835-2700 412-437-2377
	ISG Alex.Perry@isg-one.com Alex Perry 2187 Atlantic St. Stamford CT 06902	850-598-4129
	Guidepost Solutions Sallegretto@guidepost.com Scott Allegretto 260 Madison Ave, 3rd Floor NY, NY 10016	212-817-6708
	Kim Jones Primervendor123@gmail.com Prime Vendor 4622 Cedar Ave Wilmington NC 28403	910-805-9630
	Levi Kool tenkoda@kmcrgs.com K+M Cyber Risk Group 335 Commerce Road #103 North Haledon NJ 07033	
	Mandy Ellen Lowcher m.Lowcher@gaminglabs.com Gaming Labs 690 Airport Rd Lakewood NJ 08701	732-942-3999 x1179

3/31/2022	Bill Rodkin Privatel Inc 501 State Route 71 Spring Lake NJ 07762	732 974 1502 x111
3/31/2022 3	Deborah Nitka Deborah.nitka@chndznick.com Cohn Reznick 1301 Avenue of the Americas NY NY 10019	646 617-5339 212 922-0913
3/31/2022	Carter Schoenberg C.schoenberg@soundwayconsulting.us Soundway Consulting, Inc 3230 Willow Oaks Corporate Dr Ste 600 Fairfax VA 22031	202 660 8044
3/31/2022	MaH Simuk msimons@schgroup.com SC + H Group 910 Ridgebrook Rd Sparks Glencoe MD 21152	410 403 1561
3/31/2022	Joe Fisher Affinity IT Security Joe.affinity@it.com 1543 Sussex Turnpike Randolph NJ 07869	800-840 2335
3/31/2022	ERIC Perry, LLC e.perry@ericperry.net 259 W 10th St #4D NY NY 10014	917 302 9359
4/1/2022	Moss Adams LLP LISA Freitas 999 Third Avenue Ste 2300 Seattle WA 98104	505 353 1530
4/1/2022	Alias In Focus Wenona Journeyake, MLS wenona.journeyake@aliasinfocus.com	405-261-9577
4/1/2022	Telus - Arnie Lucius - Vincent Scheirert - Vincent.Scheirert@telus.com Sherrin Ghoravania - sherrin.ghoravania@telus.com Arnie.Lucius@telus.com	919-368-1638 telus.com
4/1/2022	Tara Weitz - tw8171@att.com A+T Services	845-337-7761 678-319-4454
4/1/2022	Expect More Consulting Brian Moore - brian@expmore.com	856-318-9787

4/1/2022

Greg Malandrucolo Greg.Malandrucolo@SHI.COM
 SHI International
 290 DARIUS WAY
 SOMERSET NJ 08873

732-507-1347

DATE	VENDOR'S NAME & ADDRESS	PHONE & FAX #
4/1/2022	Infosight, Inc - Carol Herrera 74100 Palmetto Frontage Rd Sk 310 Miami Lakes, FL 33014 Carol.herrera@infosight.com	305-828-1003 577-557-9703
4/4/2020	Deltek - Jeremy Heim 2291 Wood Lake Drive Herndon, Va 20171 JeremyHeim@deltek.com	201-373-9143
4/4/2022	Armis Martine Bimonte martine.bimonte@armis.com	732-850-0014
4/4/2022	Vtech Solutions - Sahil Pandey 1100 H ST NW, Ste 750 Washington, DC 20005-5079 Sahil.P@vtechsolutions.com	866-733-4474
4/5/2022	InterSec, Inc. - Michael Weisray 203 Church St, SE #213-B Leburg, Va 22174 cheppin@intersec.com	202-774-8392
4/5/2022	Ocean Computer Group, Inc - Margarita Longo 90 Matawan Rd Sk 105 Matawan NJ 07747	732-242-0254
4/6/2022	Merek Security Solutions, LLC - Patrick Duffy 3005 Santa Saint Francis Dr. Sk 1-DT445 Santa Fe, NM 87505 patrick.duffy@merek.com	800-479-1741 503-639-9964
4/6/2022	DynTeC Services, Inc - Kerry Cohen 5241 California Ave, Ste 150 Trvine, CA 92617 Kerry.Cohen@dyn-tec.com	850-219-7915 856-834-1122
4/7/2022	MGT - Ralph Heymsfel 516 N Adams St. Tallahassee, FL 32301 rheymsfel@mgt.com	905-201-3965
4/7/2022	American Technology Services - Karith Singh 2751 Prosperity Ave 6th Floor Fairfax, VA 22031	951-421-8277

DATE	VENDOR'S NAME & ADDRESS	PHONE & FAX #
4/8/2022	MBT - Maloney Allen G. 3600 American River Drive, Ste 150 Sacramento, CA 95864	916-317-0131 (C) 916-316-1719
4/8/2022	Compu-Vision Consulting Inc. Linda Lopez 2150 Kite St Ste 203 North Brunswick, NJ 08902	732-422-1500 Feb 2012
1/13/22	CyberFace Jaime Gollob 47911 Hal-jand Drive Ste 110 Plymouth MI 48170	Jgollob@cyberface.com 631 504 6511
4/13/2022	Peter Thermus Palindrome Technologies 21 Ruszel Road Ste 105 Princeton NJ 08540	Peter.thermus@palindrometech.com 732 688 0413
4/13/2022	Stetson Cybersecurity Consulting	631-417-3520 917-822-3724
4/18/2022	Deave Pasqueto blackberry9 cybersecurity dpasqueto@blackberry.com	609-528-0412
4/18/2022	George S Jacob Canon Solutions America 3000 Mid Atlantic Drive Ste 110N Mount Laurel NJ 08054	gjacob@csa.canon.com 356 924 8173
4/18/2022	Vishnu Naruko 1100 H ST NW Ste 750 Washington DC 20005-5479	Vishnu.n@vtechsolutions.com Vtech Solutions, Inc
4/18/2022	Notice #1 A Hackup	
4/21/2022	Proper Questions Attached (Responses)	

DATE		PHONE & FAX #
4/21/2022	Dynamic Security Concepts (DSCC) Kyle Wristbridge kwnstbridge@dscinc.net 1037 Morningside Drive Mays Landing NJ 08330	609 625 3742
4/22/2022	John Thomson Holtec J.thomson@holtec.com Camden NJ	
5/2/2022	Semperline - Patrick Mulvey 8 Joseph Drive NJ 07738 pat.mulvey@semperline.com	732-241-1853
	ACSG - Advanced Computer Solutions Group 521 Fellowship Rd Ste 140 Mt Laurel NJ 08054	856-783-2980-114 856-258-4076
	Bulletproof - 3040 Williams Drive Ste 510 Fairfax VA 22031	703-206-9383

Bullet Proof
ACSG

DB:dh
08-09-22

R-12

**RESOLUTION AUTHORIZING A CONTRACT UNDER NEW JERSEY
STATE CONTRACT #20-TELE-01510 TO DELL MARKETING, ONE DELL WAY,
ROUND ROCK, TX 78664**

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 Microsoft D365 (Licenses for both computers and services) for three (3) years from June 1, 2022 to May 31, 2025 for a total amount of \$443,097.78 under State Contract #20-TELE-01510; and

WHEREAS, the municipality seeks to purchase this equipment under said State Contract from DELL MARKETING, One Dell Way, Round Rock, Texas 78664 for an amount not to exceed FOUR HUNDRED FORTY-THREE THOUSAND NINETY-SEVEN DOLLARS AND SEVENTY-EIGHT CENTS (\$443,097.78); 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

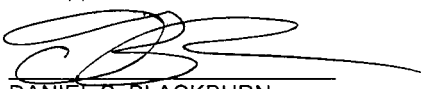
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden under line item "2-01-433-907", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the City of Camden is hereby authorized to award a contract to DELL MARKETING, One Dell Way, Round Rock, Texas 78664, to purchase Microsoft D365 (Licenses for both computers and services) for three (3) years from June 1, 2022 to May 31, 2025, pursuant to New Jersey State Contract #20-TELE-01510 for an amount not to exceed FOUR HUNDRED FORTY-THREE THOUSAND NINETY-SEVEN DOLLARS AND SEVENTY-EIGHT CENTS (\$443,097.78).

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: DELL MARKETING

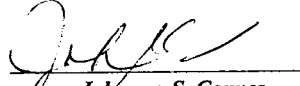
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 2-01-433-907
AMOUNT: \$147,699.26 CY22
\$147,699.26 CY23 (CONTINGENT ON AVAILABILITY OF FUNDS)
\$147,699.26 CY24 (CONTINGENT ON AVAILABILITY OF FUNDS)
- 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: \$433,097.78

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION: AUTHORIZING A CONTRACT UNDER N.J.S.C. #20-TELE-01510 TO DELL MARKETING ,ONE DELL WAY, ROUND ROCK TX 78664.


Johanna S. Conyer
Director of Finance
Date: 7/7/22

**CITY OF CAMDEN
CITY COUNCIL REQUEST FORM**

Council Meeting Date: AUGUST 2022

TO: Timothy J. Cunningham, Business Administrator

FROM: L. Chandler, Purchasing Agent *LC*

DEPARTMENT MAKING REQUEST: Administration/Purchasing Bureau

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing a contract under N.J.S.C. #20-TELE-01510 to Dell Marketing, One Dell Way, Round Rock TX 78664.

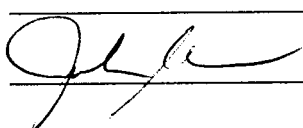
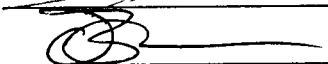
BRIEF DESCRIPTION: Resolution authorizing a contract to New Jersey State contract #20-TELE-01510 to Dell Marketing, One Dell Way, Building 8 2nd Floor, Round Rock TX 78664 for the purchase of Microsoft D365 (Licenses for both computers and services) for three (3) years from June 1, 2022 to May 31, 2025 for a total amount of \$443,097.78

BIDDING PROCESS: 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 Division of Purchase and Property.

APPROPRIATION ACCOUNT: 2-01- -433-907

AMOUNT: \$147,699.26 CY22
 \$147,699.26 CY23 } Total \$443,097.78
 \$147,699.26 CY24 }

☐ **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 Finance Director:	<u>7/7/22</u>	
☒ CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>7/18/22</u>	
Received by City Attorney:	<u>7/28/22</u>	
(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	DELL MARKETING
Purpose or Need for service:	PURCHASE OF OFFICE 365 LICENSES AND SERVICES FOR 3 YEARS - CITYWIDE
Contract Award Amount	N/A
Term of Contract	3 YEAR CONTRACT
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	NO
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.J.S.A. 40A:11-12
Were other proposals received? If so, please attach the names and amounts for each proposal received?	NO

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

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

Mayor's Signature*

Date _____

Business Administrator/Manager Signature

Date _____

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

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

Funding Source for this action

2-61-433-907 - \$147,649.26 Cy 22

Cy 23 - Contingent upon funds availability \$147,649.23

Cy 24 - Contingent upon funds availability \$147,649.23

Financial Officer Signature

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

Date

Certifying Officer

For LGS use only:

() Approved

() Denied

Date

Director or Designee,

Division of Local Government Services

Number Assigned



Customer: City of Camden, NJ

This quote adheres to the Open Public Records Act and the receiving party is permitted to use it for any purpose they see fit.

EA 7493862 Renewal

Date:	6/1/2022
Dell Quote #	LAR612022-M365G3
Exp Date:	6/30/2022
Contract 20-TELE-01510	T3121
13-M0003-MSFT02	Tier 1

Quote prepared by: Lorri Rowan@Dell.com

Qty	Part#	Part Description	Dell Cost	NJ Cost	Line Total
320	AAD-34700	M365 G3 Unified FromSA GCC Sub Per User	\$317.04	\$ 315.87	\$ 101,078.40
30	AAD-34704	M365 G3 Unified GCC Sub Per User	\$371.64	\$ 370.26	\$ 11,107.80
23	9EM-00267	Win Server Standard Core ALing SA 16L	\$151.20	\$ 150.64	\$ 3,464.72
20	6VC-01254	Win Remote Desktop Services CAL ALing SA UCAL	\$23.40	\$ 23.31	\$ 466.20
14	7NQ-00292	SQL Server Standard Core ALing SA 2L	\$579.00	\$ 576.85	\$ 8,075.90
4	7IQ-00343	SQL Server Enterprise Core ALing SA 2L	\$2,220.24	\$ 2,212.02	\$ 8,848.08
2	076-01912	Project Standard ALing SA	\$126.60	\$ 126.13	\$ 252.26
2	D87-01159	Visio Professional ALing SA	\$108.60	\$ 108.19	\$ 216.38
1	77D-00111	Visual Studio Pro MSDN ALing SA	\$303.24	\$ 302.11	\$ 302.11
12	DDW-00003	D365 Customer Service Sub Per User	\$1,003.20	\$ 999.48	\$ 11,993.76
10	MTM-00001	D365 Team Members Sub Per User	\$84.48	\$ 84.16	\$ 841.60
5	SAT-00001	D365 Sales Attach Sub to D365 Base SKU Per User	\$211.20	\$ 210.41	\$ 1,052.05
6/1/2022 to 5/31/2023				Total Year 1	\$ 147,699.26

For Budgeting Purposes for Year 2 & 3:

Qty	Part#	Part Description	Dell Cost	NJ Cost	Line Total
320	AAD-34700	M365 G3 Unified FromSA GCC Sub Per User	\$317.04	\$ 315.87	\$ 101,078.40
30	AAD-34704	M365 G3 Unified GCC Sub Per User	\$371.64	\$ 370.26	\$ 11,107.80
23	9EM-00267	Win Server Standard Core ALing SA 16L	\$151.20	\$ 150.64	\$ 3,464.72
20	6VC-01254	Win Remote Desktop Services CAL ALing SA UCAL	\$23.40	\$ 23.31	\$ 466.20
14	7NQ-00292	SQL Server Standard Core ALing SA 2L	\$579.00	\$ 576.85	\$ 8,075.90
4	7IQ-00343	SQL Server Enterprise Core ALing SA 2L	\$2,220.24	\$ 2,212.02	\$ 8,848.08
2	076-01912	Project Standard ALing SA	\$126.60	\$ 126.13	\$ 252.26
2	D87-01159	Visio Professional ALing SA	\$108.60	\$ 108.19	\$ 216.38
1	77D-00111	Visual Studio Pro MSDN ALing SA	\$303.24	\$ 302.11	\$ 302.11
12	DDW-00003	D365 Customer Service Sub Per User	\$1,003.20	\$ 999.48	\$ 11,993.76
10	MTM-00001	D365 Team Members Sub Per User	\$84.48	\$ 84.16	\$ 841.60
5	SAT-00001	D365 Sales Attach Sub to D365 Base SKU Per User	\$211.20	\$ 210.41	\$ 1,052.05
6/1/2023 to 5/31/2024				Total Year 2	\$ 147,699.26

Qty	Part#	Part Description	Dell Cost	NI Cost	Line Total
320	AAD-34700	M365 G3 Unified FromSA GCC Sub Per User	\$317.04	\$ 315.87	\$ 101,078.40
30	AAD-34704	M365 G3 Unified GCC Sub Per User	\$371.64	\$ 370.26	\$ 11,107.80
23	9EM-00267	Win Server Standard Core Aling SA 16L	\$151.20	\$ 150.64	\$ 3,464.72
20	6VC-01254	Win Remote Desktop Services CAL Aling SA UCAL	\$23.40	\$ 23.31	\$ 466.20
14	7NQ-00292	SQL Server Standard Core Aling SA 2L	\$579.00	\$ 576.85	\$ 8,075.90
4	7IQ-00343	SQL Server Enterprise Core Aling SA 2L	\$2,220.24	\$ 2,212.02	\$ 8,848.08
2	076-01912	Project Standard Aling SA	\$126.60	\$ 126.13	\$ 252.26
2	D87-01159	Visio Professional Aling SA	\$108.60	\$ 108.19	\$ 216.38
1	77D-00111	Visual Studio Pro MSDN Aling SA	\$303.24	\$ 302.11	\$ 302.11
12	DDW-00003	D365 Customer Service Sub Per User	\$1,003.20	\$ 999.48	\$ 11,993.76
10	MTH-00001	D365 Team Members Sub Per User	\$84.48	\$ 84.16	\$ 841.60
5	SAT-00001	D365 Sales Attach Sub to D365 Base SKU Per User	\$211.20	\$ 210.41	\$ 1,052.05
6/1/2024 to 5/31/2025				Total Year 3	\$ 147,699.26



Search

Bid Solicitation



www.state.nj.us/data/bids/contracts/programs/spd_docs/4.14-IFCL-AJAC-Reference-Handbook.pdf

Register

Sign In

+ Advanced Search

Results

1-1 of 1									
Contract / Blanket #	Bid #	Description	Vendor	Type Code	Dollars Spent to Date	Organization	Status	Begin Date	End Date
20-TELE-01510	20DPP00553	T3121 Software Reseller Services	Dell Marketing L.P.	04	\$105,849,884.34	Division of Purchase and Property	3PS - Sent	05/25/2021	05/24/2026

DB:dh
08-09-22

R-13

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE
AND APPROPRIATION NJSA 40A:4-87**

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

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

BE IT RESOLVED, that the City Council of the City of Camden in the County of Camden, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$825,000.00, which is now available from NJDOT-Transportation Alternative Program (TAP) in the amount of \$825,000.00.

BE IT FURTHER RESOLVED, that the like sum of \$825,000.00 is hereby appropriated under the caption "North Camden Waterfront Park Development Project".

BE IT FURTHER RESOLVED that the above is the result of funds from NJDOT-Transportation Alternative Program (TAP) in the amount of \$825,000.00.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

Council Meeting Date: Next Scheduled

TO: Timothy J. Cunningham, Business Administrator

DATE: July 22, 2022

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution Permitting the Insertion of a Special Item of Revenue into FY 2022 Budget in the amount of \$825,000.00 received from Transportation Alternatives Program (NJDOT), for use in connection with the North Camden Waterfront Park Development project.

BRIEF DESCRIPTION OF ACTION: Council authorization to Insert funds are requested to appear on the Next Scheduled meeting. By correspondence dated 6/23/17, the Transportation Alternatives Program, thru NJDOT has awarded the City of Camden \$825,000.00 in TAP funding. Project to be known as "Camden Waterfront Park Development." This action authorizes the City to set up a spending account for said use.

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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:		
Approved by Grants Management:	7/25/22	(If applicable)
Approved by Finance Director:	7/25/22	
☐ CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:		
Approved by Business Administrator:	7/25/22	
Received by City Attorney:	7/28/22	

(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****

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: Andrea McDonald

Grant Administrator #: 757-7204

Project Name:		North Camden Waterfront Park Development Project			
Grant/Funding Agency Program:		NJDOT Transportation Alternatives Program (TAP)			
Grant Federal CFDA or State GIMS Number:					
City Contract Date:			City Contract #:		
Application Resolution #:		R-7	Appropriation Code :		
Funding Source:		Transportation Alternatives Program (TAP)			
Pass Through: <i>circle one</i>	Y or <u>(N)</u>	Source:			
Amount of Grant:		\$825,000			
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:	5/8/08	Reviewed By:		Kelly Mobley	

Summary:

25-Jul-22: The Department of Planning and Development - Division of Capital Improvements is seeking council authorization to accept and insert a special item of revenue in the FY22 budget. The grant was inadvertently cancelled in the system between 2019 and 2020. The grant is still viable and needs to be reinserted for use.
6-Sep-17: The Department of Development and Planning - Division of Capital Improvements is seeking council authorization to accept and make a temporary emergency appropriation into the City Budget in the amount of \$825,000 for the North Camden Waterfront Development Project from the NJDOT Transportation Alternatives Program (TAP). (see attached award letter)

The project must be authorized for implementation by June 21, 2019 and be authorized prior to incurring any project costs that will be reimbursed under this program.

Time Lines: The application was not available for review. As a result, this writer could not perform a complete analysis to determine if matching funds are required or where costs will be allocated.

Problematic Areas/Recommendations: These Resolutions are Walk-Ons. Will need a copy of the final application. Not available for review.

NJDOT- North Camden Waterfront Development Project

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
GRANT APPROVAL FORM**

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

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

Resolution Permitting the Insertion of a Special Item of Revenue into FY 2022 Budget in the amount of \$825,000.00 received from Transportation Alternatives Program (TAP) thru NJDOT, for use in connection with the North Camden Waterfront Park Development project.

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_____

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

For LGS use only:

☐ Approved

☐ Denied

Director or Designee,
Division of Local Government Services

Date_____

Number Assigned _____

**Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form**

Department: Planning & Development Initial: 7/22/2022
Capital Improvements/Project Management

Grant Administrator: Orion Joyner Grant Administrator #: 757-7680

Grant/Project Name:		North Camden Waterfront Park Development			
Grant #:		Pending			
City Contract Date:		pending	City Contract #:		Pending
Application Resolution #:		pending	Appropriation Code #:		Pending
Funding Source:		FY 2022 NJDOT Transportation Alternatives Program (TAP)			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$825,000.00 (TAP Funding)			
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:		7/22/22		Reviewed By:	Tytanya Ray

Summary: 7/22/2022: On behalf of the City of Camden, Camden Community Partnership (CCP) has applied for, and per correspondence dated June 23, 2017 the City has been selected to receive \$825,000.00 in Transportation Alternatives Program (TAP) funding by way of NJDOT, for the North Camden Waterfront Park Development project. Council approval is requested to (1) Accept the award in amount of \$825,000.00 and (2) Permit the Insertion of a Special Item of Revenue into FY 2022 Budget in the amount of \$825,000.00 to set up spending account for project.

Project Limits: TO BE DETERMINED

Street From To

Timelines: pending

Problem Areas/Recommendations: Pending

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)



State of New Jersey

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

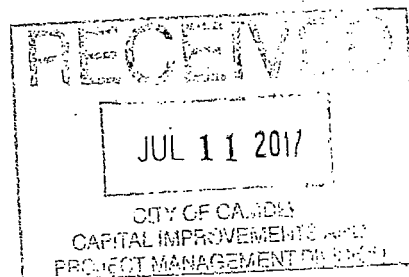
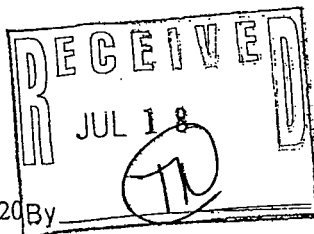
CHRIS CHRISTIE
Governor

RICHARD T. HAMMER
Commissioner

KIM GUADAGNO
Lt. Governor

June 23, 2017

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



Dear Mayor Redd:

I am pleased to inform you that Camden City has been selected to receive \$825,000 in Transportation Alternatives Program funding for the North Camden Waterfront Park Development Project.

The Transportation Alternative Program is being administered by the New Jersey Department of Transportation (NJDOT), in partnership with the North Jersey Transportation Planning Authority (NJTPA), the Delaware Valley Regional Planning Commission (DVRPC), and the South Jersey Transportation Planning Organization (SJTPO). The goal of the Transportation Alternatives Program is to provide federal funds for community based "non-traditional" projects designed to strengthen the cultural, aesthetic, and environmental aspects of the nation's intermodal system. The Transportation Alternatives Program has proven to be very popular and extremely competitive. This year 133 applications were received totaling more than \$100 million. The Department was able to fund 37 projects based on available funding.

Please be advised that your project must be authorized for implementation by June 21, 2019. In addition, the project must be authorized prior to incurring any project related costs that will be reimbursed under this program. Any costs incurred prior to authorization will be ineligible for reimbursement. As with all federally funded programs, the funds will be disbursed on a reimbursement basis.

The award of Transportation Alternatives grants will be contingent upon the recipient's ability to comply with all applicable federal financial management, project implementation, and oversight regulations. Grant recipient's capabilities to comply with state and federal requirements for the administration of federal-aid highway grants including 23 CFR - Highways, and OMB requirements related to 2 CFR 200 audit requirements will be assessed prior to the awarding of funding for this project.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

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Additionally, all recipients of federal and state grants are required to comply with the provisions of Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973.

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

District 1 - Mt. Arlington - 973-601-6700
District 2 - Newark - 973-877-1500

District 3 - Trenton - 609-530-5271
District 4 - Cherry Hill - 856-486-6618

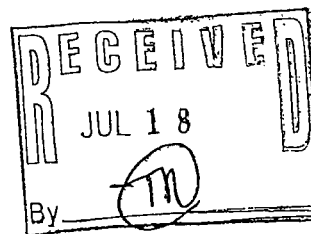
Again, thank you for your support of this program and good luck with your project.

Sincerely,



Richard T. Hammer
Commissioner

c: County Clerk
County Engineer



Kelly Mobley

From: Orion Joyner
Sent: Friday, July 22, 2022 12:10 PM
To: Johanna Conyer
Cc: Stephanie Walker; Tytanya Ray; Kelly Mobley
Subject: FW: North Camden Waterfront Park Development Project

FYI.

Orion Joyner, City Engineer

From: Andrescavage, Edward [DOT] [mailto:Edward.Andrescavage@dot.nj.gov]
Sent: Friday, July 22, 2022 12:09 PM
To: Orion Joyner <OrionJ@ci.camden.nj.us>
Cc: Stephanie Walker <StWalker@ci.camden.nj.us>; Berryman, Thomas [DOT] <thomas.berryman@dot.nj.gov>; Darji, Vijesh [DOT] <Vijesh.Darji@dot.nj.gov>; Gonzales, Nenebert [DOT] <Nenebert.Gonzales@dot.nj.gov>
Subject: RE: North Camden Waterfront Park Development Project

Hi Orion,

My apologies for not including the following statement in my previously sent email this morning. Please see below:

"The Original Allotment in the amount of \$825,000.00 is still in-place at this current time."

Have a Great Day and Weekend!

Thanks,
Edward Andrescavage
New Jersey Department of Transportation
Local Aid
Senior Engineer Transportation
(856)-414-8501
Edward.Andrescavage@dot.nj.gov

From: Orion Joyner <OrionJ@ci.camden.nj.us>
Sent: Friday, July 22, 2022 11:54 AM
To: Andrescavage, Edward [DOT] <Edward.Andrescavage@dot.nj.gov>
Cc: Stephanie Walker <StWalker@ci.camden.nj.us>; Gonzales, Nenebert [DOT] <Nenebert.Gonzales@dot.nj.gov>
Subject: [EXTERNAL] RE: North Camden Waterfront Park Development Project

Thanks. Our Finance Department is requesting written confirmation from your office that the funding (\$825,000) referenced is still viable. An email is sufficient to satisfy this request.

Orion Joyner, City Engineer

From: Andrescavage, Edward [DOT] [mailto:Edward.Andrescavage@dot.nj.gov]
Sent: Friday, July 22, 2022 10:24 AM
To: Orion Joyner <OrionJ@ci.camden.nj.us>

Cc: Berryman, Thomas [DOT] <thomas.berryman@dot.nj.gov>; Darji, Vijesh [DOT] <Vijesh.Darji@dot.nj.gov>; Gonzales, Nenebert [DOT] <Nenebert.Gonzales@dot.nj.gov>
Subject: North Camden Waterfront Park Development Project

Good Morning Orion,

I hope all is well. This is just a follow up from our phone conversation that we just had this morning. Please see attached the "Application Grant Notice Letter" regarding the original allotment amount of \$825,000.00, for the above referenced Federal Project in the City of Camden, Camden County.

To recap, the Original Allotment Amount as per the Grant Notice Letter dated June 23, 2017 was \$825,000.00. The city requested for additional funds in the amount of \$304,263.11 on March 22, 2022 and was accepted. Recently, an additional \$1.1 Million was proposed.

NJDOT Sharing: $\$825,000.00 + \$304,263.11 + \$1,100,000.00 = \$2,229,263.11$

Therefore, the NJDOT Sharing amount is \$2,229,263.11. Please incorporate this amount into the Funding Commitment Letter.

Have a Great Day and Weekend!

Thanks,
Edward Andrescavage
New Jersey Department of Transportation
Local Aid
Senior Engineer Transportation
(856)-414-8501
Edward.Andrescavage@dot.nj.gov

CONFIDENTIALITY NOTICE: This email message and all attachments transmitted with it may contain State of New Jersey legally privileged and confidential information intended solely for the use of the addressee only. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachment(s) is prohibited. If you have received this message in error, please notify the sender immediately and delete this message. If the disclaimer can't be applied, take no action.

DB:dh
08-09-22

R-14

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE
AND APPROPRIATION NJSA 40A:4-87**

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

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

BE IT RESOLVED, that the City Council of the City of Camden in the County of Camden, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$2,300,000.00, which is now available from Coronavirus American Rescue Plan's State and Local Fiscal Recovery Funds in the amount of \$2,300,000.00.

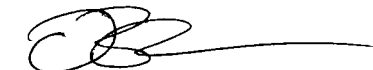
BE IT FURTHER RESOLVED, that the like sum of \$2,300,000.00 is hereby appropriated under the caption "Rehabilitation of 3 Community Centers".

BE IT FURTHER RESOLVED that the above is the result of funds from Coronavirus American Rescue Plan's State and Local Fiscal Recovery Funds in the amount of \$2,300,000.00.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

Council Meeting Date: Next Scheduled

TO: Timothy J. Cunningham, Business Administrator

DATE: July 27, 2022

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution Permitting the Insertion of a Special Item of Revenue into CY 2022 Budget Pursuant to N.J.S.A 40A:4-87 in the amount of \$2.3 Million received from the Coronavirus American Rescue Plans State and Local Fiscal Recovery Funds (SLFRF), for use in connection with the Rehabilitation of Three (3) Community Centers project.

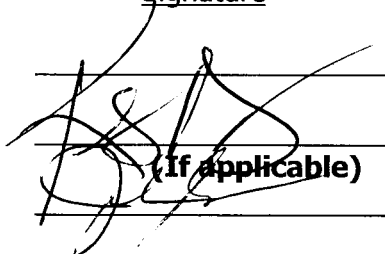
BRIEF DESCRIPTION OF ACTION: Council authorization to Insert funds into CY 2022 budget in the amount of \$2.3 Million are requested to appear on the Next Scheduled meeting. Purpose of establishing an appropriation for use in connection with the Rehabilitation of Three (3) Community Centers project under the Coronavirus American Rescue State and Local Fiscal Recovery Funds. This action authorizes the City to set up a spending account for said use.

BIDDING PROCESS: N/A

APPROPRIATION ACCOUNT(S): N/A

AMOUNT: \$2.3 Million

☒ **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:	7/28/22	
Approved by Finance Director:	7/28/22	
☐ CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:		
Approved by Business Administrator:	7-28-22	
Received by City Attorney:		

(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****

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

Council Meeting Date: Next Scheduled

TO: Timothy J. Cunningham, Business Administrator

DATE: July 27, 2022

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution Permitting the Insertion of a Special Item of Revenue into CY 2022 Budget Pursuant to N.J.S.A 40A:4-87 in the amount of \$2.3 Million received from the Coronavirus American Rescue Plans State and Local Fiscal Recovery Funds (SLFRF), for use in connection with the Rehabilitation of Three (3) Community Centers project.

BRIEF DESCRIPTION OF ACTION: Council authorization to Insert funds into CY 2022 budget in the amount of \$2.3 Million are requested to appear on the Next Scheduled meeting. Purpose of establishing an appropriation for use in connection with the Rehabilitation of Three (3) Community Centers project under the Coronavirus American Rescue State and Local Fiscal Recovery Funds. This action authorizes the City to set up a spending account for said use.

BIDDING PROCESS: N/A

APPROPRIATION ACCOUNT(S): N/A

AMOUNT: \$2.3 Million

☒ **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:	7/27/22	_____
Received by City Attorney:	7/27/22	_____

<u>(Name) Please Print</u>	<u>(Extension #)</u>
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****

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

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

Department: Planning and Development – Capital Improvements

Grant Administrator: Tytannia Ray

Grant Administrator #: 757-7680

Grant/Project Name:			SLFRF Rehabilitation of three (3) Community Centers		
Grant #:					
City Contract Date:			City Contract #:		
Application Resolution #:			Appropriation Code :		TBD
Funding Source:			Coronavirus American Rescue Plan State and Local Recovery Funds		
Pass Through:	Y	N	Source:	City	
Amount of Grant:			\$2.3 M		
Local Match:	Y	N	Cash:		In-Kind: ☐
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:		
Term of Grant:		TBD	Location of Activity:		
Date of Analysis:		28-Jul-22	Reviewed By:		Kelly Mobley

Summary:

28-Jul-22: The Department of Planning and Development – Division of Capital Improvements is processing a resolution to insert a special item of revenue into the FY 22 Budget (Chapter 159) in the amount of \$2,840,800.00 from the SLFRF for the City's Community Centers. These funds are to be utilized to fill the funding gap for the CDBG funding that has been set-aside for this project.

The Division is also processing a resolution to award a contract to Levy Construction (competitive bidding process) for construction work (rehab) of the three community centers. The purchase requisition only includes the funds from the CDBG Allocation. Once the resolution inserting the SLFRF Funds is passed and the appropriation is established, the requisition will include the ARP Gap in funding for this contract.

Time Lines: Quarterly programmatic/financial reports are due for the following periods within 30 days after the quarter.

Problematic Areas/Recommendations:

ARP Funding

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
GRANT APPROVAL FORM**

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

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

Resolution Permitting the Insertion of a Special Item of Revenue in the amount of \$2.3 Million into CY 2022 Budget, received from the Coronavirus American Rescue Plans State and Local Fiscal Recovery Funds (SLFRF), for use in connection with the Rehabilitation of Three (3) Community Centers project.

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_____

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 _____

CITY OF CAMDEN
BUREAU OF PURCHASING
CITY HALL – ROOM 213
P.O. BOX 95120
CAMDEN, NEW JERSEY 08101-5120
856-757-7159
856-541-9668 (FAX)

BID RESULTS

BID # 22-08

**BID NAME: REHABILITATION OF THREE (3) COMMUNITY CENTERS
IN THE CITY OF CAMDEN** Malandra Hall, Isabel Miller, and Martin Luther King
Community Centers This is a Community Development Block Grant (CDBG) Funded Project

BID DUE: THURSDAY, July 14, 2022 @ 11:00 A.M

VENDOR	AMOUNT
LEVY CONSTRUCTION COMPANY, INC. OAKLYN,NJ	BASE BID - \$993,600.00 ALTERNATE #1 – \$751,600.00 ALTERNATE # 2 -1,095,600.00

Bid results are for information purposes only.

rp

DB:dh
08-09-22

R-15

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE
AND APPROPRIATION NJSA 40A:4-87**

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

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

BE IT RESOLVED, that the City Council of the City of Camden in the County of Camden, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$20,800.00, which is now available from Delaware Valley Regional Planning Commission in the amount of \$20,800.00.

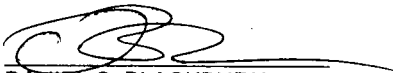
BE IT FURTHER RESOLVED, that the like sum of \$20,800.00 is hereby appropriated under the caption "Transit Support Program".

BE IT FURTHER RESOLVED that the above is the result of funds from Delaware Valley Regional Planning Commission in the amount of \$20,800.00.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: August 9, 2022

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

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

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: A Resolution requesting approval for items of revenue and appropriations NJS 40A:4-87 - in the amount of \$20,800.00 for the Transit Support Program from the Delaware Valley Regional Planning Commission.

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve the insertion of a grant from the Delaware Valley Regional Planning Commission in the amount of \$20,800.00. The purpose of this grant is to reimburse staffing costs for DPD staff to attend DVPRC meetings relative to transit and infrastructure related issues.

BIDDING PROCESS:N/A

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

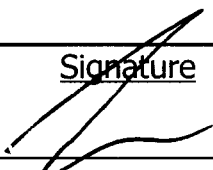
APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$20,800.00



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>7/29/22</u>	<u></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>7/29/22</u>	<u></u>
Received by City Attorney:	<u>7/29/22</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****

(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*****

DB:dh
08-09-22

P-16

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE
AND APPROPRIATION NJSA 40A:4-87**

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

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

BE IT RESOLVED, that the City Council of the City of Camden in the County of Camden, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$24,000.00, which is now available from Delaware Valley Regional Planning Commission in the amount of \$24,000.00.

BE IT FURTHER RESOLVED, that the like sum of \$24,000.00 is hereby appropriated under the caption "Supportive Highway Planning Program".

BE IT FURTHER RESOLVED that the above is the result of funds from Delaware Valley Regional Planning Commission in the amount of \$24,000.00.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: August 9, 2022

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

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

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: A Resolution requesting approval for items of revenue and appropriations NJS 40A:4-87 - in the amount of \$24,000.00 for the Supportive Highway Planning Program from the Delaware Valley Regional Planning Commission.

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve the insertion of a grant from the Delaware Valley Regional Planning Commission in the amount of \$24,000.00. The purpose of this grant is to reimburse staffing costs for DPD staff to attend DVPRC meetings relative to transit and infrastructure related issues.

BIDDING PROCESS:N/A

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

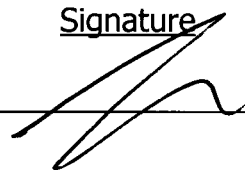
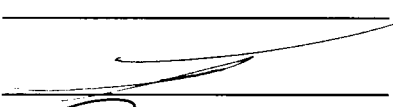
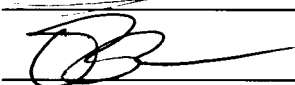
APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$20,800.00 *24,000 DHC*



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:	<i>7/9/22</i>	
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
☐ CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<i>7/9/22</i>	
Received by City Attorney:	<i>7/28/22</i>	

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

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

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

(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******

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

Council Meeting Date: August 9, 2022

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

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

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: A Resolution requesting approval for items of revenue and appropriations NJS 40A:4-87 - in the amount of \$24,000.00 for the Supportive Highway Planning Program from the Delaware Valley Regional Planning Commission.

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve the insertion of a grant from the Delaware Valley Regional Planning Commission in the amount of \$24,000.00. The purpose of this grant is to reimburse staffing costs for DPD staff to attend DVPRC meetings relative to transit and infrastructure related issues.

BIDDING PROCESS:N/A

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

APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$20,800.00



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>7/8/22</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:	_____	_____
Received by City Attorney:	_____	_____

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

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

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

(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******

DB:dh
08-09-22

R-17

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE
AND APPROPRIATION NJSA 40A:4-87**

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

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

BE IT RESOLVED, that the City Council of the City of Camden in the County of Camden, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$183,069.00, which is now available from American Rescue Plan's State and Local Fiscal Recovery Funds in the amount of \$183,069.00.

BE IT FURTHER RESOLVED, that the like sum of \$183,069.00 is hereby appropriated under the caption "Buy Camden Initiative Program".

BE IT FURTHER RESOLVED that the above is the result of funds from American Rescue Plan's State and Local Fiscal Recovery Funds in the amount of \$183,069.00.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date 8/9/2022

TO: Timothy J. Cunningham., Business Administrator

FROM: Dr. Edward C. Williams, Director of Planning and Development

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION REQUESTING THE INSERTION OF SPECIAL ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO NJSA 40A:4-87

BRIEF DESCRIPTION OF ACTION RESOLUTION REQUESTING THE INSERTION OF SPECIAL ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO NJSA 40A:4-87 FOR THE BUY CAMDEN INITIATIVE PROGRAM FROM THE AMERICAN RESCUE PLAN'S STATE AND LOCAL FISCAL RECOVERY FUNDS ("SLFRF")

\$183,069. -

BIDDING PROCESS: N/A

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

APPROPRIATION ACCOUNT(S): THE AMERICAN RESCUE PLAN'S STATE AND LOCAL FISCAL RECOVERY FUNDS ("SLFRF")

AMOUNT: \$183,069.00

☐ **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:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	7/26/22	(If applicable)
☐ CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	7/27/22	_____
Received by City Attorney:	7/27/22	_____

	(Name) Please Print	(Extension #)
Prepared By:	Stephanie N. Holmes	x 7005
Contact Person:	Stephanie N. Holmes	x 7005

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



**CAMDEN
BUSINESS
ASSOCIATION**



Buy Camden Initiative

Presented by

The Camden Business Association, Inc.

&

The Latin American Economic Development Association, Inc.

Submitted by:

- **The Camden Business Association**
Nichelle Pace, Vice-President
121 Market St,
Camden, NJ 08102
npace@camdenbusiness.com
- **The Latin American Economic Development Association, Inc.**
Raymond Lamboy, CEO
433 Market Street – Suite 202
Camden, NJ 08102
rlamboy@laeda.com
856-338-1177



Buy Camden Initiative



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Background

The Camden Business Association (CBA) continues its mission to support Camden SMWVBE's as well as support Camden/regional large business and corporations in their procurement and recruitment efforts for local vendor resources and local talent. We have spent the last 3 years gathering information and discussing solutions with Camden City, Camden County and NJ State stakeholders in the business and economic development community. After much discovery and research, we have found that the biggest gap exists within the area of information sharing, awareness of technical assistance programs and local businesses/professional service providers/vendors, and 1-to-1 engagement between Camden/Camden County SMWVBE's and public and private-sector organizations and corporations in the region.

Introduction

Buy Camden Initiative

In an effort to bridge this gap and build upon our partnerships with the city, local business organizations and the overall Camden business community, the CBA has focused on utilizing innovation, technology and training to further the collective mission. Our solution comes in the form of a public and comprehensive database (**WeBuyCamden.com**), local business inclusion policy (**Buy Camden Ordinance**), collaboration with stakeholders and anchor institutions (**Invest Camden Council**), Technical assistance programs (**Camden Verified**), combined with integrated community outreach campaigns and an informational hub and platform for accessible procurement, opportunities and resources. This collaborative effort will create comprehensive programming that all businesses and organizations, large and small, can leverage to increase efforts in B2B development of the greater Camden business community.

WeBuyCamden.com

WeBuyCamden.com component of the Buy Camden Initiative will be the citywide B2B platform with a comprehensive list of all Camden businesses, services, company and certification info (**Camden Verified**) with procurement portal, informational site and data collection function and features. The project will encompass the following and be done in 2 phases.

- Outreach to all businesses to compile and confirm information
- Outreach to collect information on local sourcing practices and trends to all Camden based businesses
- Electronic list database for citywide business use/access
- Annual updates and verification of business listings
- Annual report of local sourcing efforts of Camden businesses and organizations
- Data mining for business areas of need
- Links to city/county state business related resources and websites
- Camden/Camden County and NJ Business News, Events, Financial and Technical Assistance Resources

WeBuyCamden.com Business Directory Functional Overview:

Phase 1 – List Building and Data Collection

1. **FREE/Open-Source Business Listing (WeBuyCamden.com)**
 - a. General/Promotional listing for all Camden businesses (**FREE Claim your listing**)
 - i. Address, contact phone number, business hours, email, category, social media links
 - ii. Businesses can upload a profile picture of the business and/or logo
 - iii. Businesses can upload a pdf of business company brochure, capabilities statement, or menu as well as 1-2 pictures of business and logo (limit the size of the pdf allowed)

- b. Free search feature to find Camden businesses by industry and/or type of goods/services
- c. WeBuyCamden Blitz: Bi-lingual street teams with iPads/tablets will be deployed to collect current data on all Camden Businesses and encourage them to claim their free listing.
- d. *(Optional - TBD) After two (2) full years of outreach, we can open the database up to Camden County businesses and partner for a county wide listing/portal as we have interest from our county neighbors.*

Phase 2 – Procurement Portal

2. Procurement Listing Form(s) and Data Collection

- a. **Premium Procurement Listing** for goods/services and procurement outreach will pre-qualify local businesses for anchor/agency procurement needs. **For businesses that currently hold certifications at the state or national level and have been "Camden Verified"**.
- b. Form fields: All questions are mandatory, **additional questions are mandatory for a premium procurement listing – including all items from free listing plus:**
 - i. Company Name
 - ii. Category
 - iii. Product/Service Specialty description *(prompt to upload a company/business brochure/menu)*
 - iv. Company Address
 - v. Primary Contact Name
 - vi. Contact Phone
 - vii. Contact email
 - viii. Company Website
 - ix. Company Social Media Channels
 - x. Is business Camden based? Is business Camden County based? Y/N
 - xi. Size of Company (# of employees, select one) 1-50 51-100 100+
 - xii. What % of your employees are Camden City residents? (select one) 0-10% 10-20% 20-30% 30-40% 40-50% 50% +
 - xiii. What % of your employees are Camden County residents? 0-10% 10-20% 20-30% 30-40% 40-50% 50% +
 - xiv. Is your business registered with the State of New Jersey? Y/N (NJ BRC current)
 - xv. Do you have any of the following business certifications? (choose all that apply and include reference hyperlinks to certification resources)
 - xvi. CERTIFICATIONS: SBE | Minority Owned/MBE | Woman Owned/WBE Veteran Owned | 8A | Hubzone
 - xvii. Certified in other states outside of NJ? Y/N
 - 1. Choose other states you're certified in
 - 2. NAICS Codes (Provide reference links to NAICS codes resource)
 - xviii. DUNS Number (if applicable)
 - xix. What is your approximate company/business annual revenue (average in last 3 years)?
Dropdown box

Key Users: Businesses, Procurement professionals, Camden Economic Development Orgs, Small Business Technical Assistance Orgs, Anchor Institutions, Corporations and City/County/NJ State Agency



Buy Camden Initiative



Invest Camden Council

2. **Invest Camden Council** component of the Buy Camden Initiative will be a collective local supplier workgroup of Camden city officials, Business leaders and organizations, and Anchor institutions who will meet quarterly to discuss and develop collaborative methods and supporting initiatives for the overall Buy Camden initiative. The IC Council already has commitment from American Waters and Rutgers to lead the council. The Invest Camden Council participants:

- Commit to utilizing local businesses and creating pathways and supporting the outsourcing of goods and services with Camden SMWVBs
- Support/contribute to business development, mentor-protégé, capacity building, and possible grant programs for Camden SMWVB businesses
- Participate in voluntary annual questionnaire (local spend, DEI efforts in hiring/procurement)
- Revisit their Community Benefits Agreement to include the aforementioned efforts (if applicable)
- Commit to support efforts in sustainability, innovation and technology to enhance the overall Camden business and resident community

ICC Members will also participate in the WeBuyCamden.com Portal via Procurement/Supplier Exchange development efforts including testing of the site and input on developing the below listed features needed for Anchor and corporate inclusion:

- ICC Anchors will participate in Beta testing and feedback of portal features for anchor procurement needs:
 - Dynamic search and notification features
 - Category selection of businesses by goods/service, search by SMWVBE certified businesses w/verification of certifications.
 - Development of a repository, listing and alert system for RFPs, RFIs, RFQs, and general requests for goods and services within the WBC platform.
 - All users can set goods/services/RFP/job email/text notifications based on their business profile and/or chosen industry categories. Anchors can send alerts of new opportunities based on these settings.
 - B2B Connect – Answer RFPs, RFIs, and RFQs directly in platform
 - Respond to RFPs and/or Upload feature for posting already created RFP documents
 - A form fill to create RFP postings and requests for goods/services that will populate an online listing i.e. *Post your goods/service needs here (construction, marketing, financial services, legal services, catering services, etc.*
 - Direct Links to anchor institutions, city/county/state supplier diversity, procurement portals, procurement contacts, business development programs and resources

Camden Verified – Business Vetting Component

Camden Verified a component of the Buy Camden Initiative is a joint effort of the members of the Camden Verified Collaborative (CVC) - Camden Business Association (CBA), the City of Camden (the City) and the Latin American Economic Development Association, Inc. (LAEDA), to leverage the economic potential of NJ Grow Businesses, Anchor Institutions and City procurement opportunities. Camden Verified will allow these entities to channel with confidence their purchasing power through Camden-based businesses who have been pre-screened as businesses who have the capacity to do business according to generally accepted business practices. We believe the purchase of products and services from Camden-based businesses will serve as a catalyst to job creation, small business expansion and new business startups in the city.

Tiered Rating System

The Camden Verified program will target the full breath of businesses in Camden's local economy including micro-enterprises, merchant businesses, professional services providers and construction firms. In light of this diverse constituency, it is incumbent upon the CVC to design a verification system that is relevant to the size and scope of each business while being user-friendly for those tasked with making purchases for their respective companies. With this in mind, the CVC is proposing a tiered-system organized around the dollar value of goods and services being purchased at each level.

- **Tier 1 – Up \$500** – This tier includes the sale of small dollar purchase of retailed products and services up to \$500. These sales would be direct to the buyer with no “formal” purchasing process. Businesses at this level may include micro-enterprises, merchants and direct to consumer services providers. Examples – Flower Shop, Restaurants, Small volume print shop, dry cleaning and shoe shine, etc. These entities would have the ability to accept credit cards and deliver to corporate headquarters, governmental offices, etc.
- **Tier 2 – \$501 - \$5,000** – This tier includes the sale of wholesaled products and services marked by larger quantities under a contract, invoicing or purchase order arrangement from \$501 - \$5,000. Businesses at this level may include janitorial companies, small commercial contractors, printing companies, office supplies vendor, professional services, etc. These entities would have the capacity of the entities in Tier 1 plus the ability to execute orders on a 30, 60 or 90 day payment schedule. These firms may hold certifications as MBE, WBE, DBE, etc. and be able to respond to an RF-P, I or Q.
- **Tier 3 – \$5,000+** – This tier includes the sale of very large quantities of products and services on a contract basis resulting from a Request for Proposal, Bidding or some other formal purchasing process over \$5,000 in value. Businesses at this level may include large construction firms, security companies, and large scale vendors of office supplies, paper products etc. as well as professional service contracts like insurance, engineering or legal representation. These entities would have the capacity of entities in Tiers 1 & 2 and be able to respond to RF-Ps, Is or Qs. They would hold various certifications like MBE, WBE, DBE and the like. They would have the where with all to be bonded and insured when and at the level appropriate and have the capital resources to support the businesses while it waits for payment.

Annotation on WeBuyCamden.com

The CVC intends to leverage the existing WeBuyCamden.com website developed by the CBA to make available to the public the results of the collaboratives pre-screening work. Once businesses have been assessed against established standards relevant to their current business position they will be assigned to one of the three tiers above. Clients will be slotted into the appropriate tier, based on standard business characteristics plus the high dollar value of three of their top single sales to a customer or entity. Businesses who meet the basic requirements of the tier will have a green check mark “✓” or Camden Verified badge displayed prominently on their listing. Based on a business's high sale references, they will be assigned a “\$”. Tier 1 will be assigned one \$ sign, Tier 2 - \$\$ and Tier 3 - \$\$\$\$. Both annotations will be searchable on the site.

Research & Development

One of the keys to the success of the project is to establish a set of relevant and useful standards against which businesses who present themselves for "verification" are reviewed. Relevant standards means those characteristics and requirements that are in line with a particular business's level or Tier position. Useful means those characteristics and standards when met, will give a buyer, whether a purchasing agent or administrative support staff, a clear understanding of the business's capacity to fulfill product or service orders. Care must be taken to ensure all characteristics and standards recommended meets this intention and do not establish irrelevant barriers to participation.

To this end, LAEDA and the CBA will undertake interviews with authorized buying personnel (office administrator, executive assistant, department manager, etc.) or purchasing department, procurement officer, etc. from the various corporations, institutions and governmental agencies for whom the Camden Verified Program is targeted. The interview will include a discussion of the program, its goals and initial criteria being considered. We will then conduct a structured interview about the subject company's buying patterns and purchasing procedures at each tier level proposed. Follow up meetings will confirm our findings and solicit feedback on proposed criteria resulting from the interview.

The working theory of the CVC is that there are several standard data points that businesses in each tier will be evaluated on. Business contact information, social media, address, etc. are understood to be included in their listing. The below data points are some of the early stage characteristics we believe are relevant.

- **Tier 3 – Corporate, Government and Institutional Users**
 - Verified Certifications Held – MBE, WBE, DBE, VBE, etc.
 - 3 Verified High Sales Contracts – Commercial or Government - secured and fulfilled successfully in the business' industry (past 6 to 18 months)
 - Capability Statement
- **Tier 2 – Corporate, Government, Small Business and Consumer Users**
 - Verified Certifications Held – MBE, WBE, DBE, VBE, etc.
 - 3 Verified High Sales Contracts secured and fulfilled successfully in the business' industry (past 6 to 12 Months)
 - Capability Statement
- **Tier 1 – Corporate, Government and Consumer Users**
 - Payment types accepted
 - Relevant inspection held based on business category (i.e. health inspection)
 - Relevant licensing and registrations required (mercantile, business registration, etc.) based on business category
 - Delivery capabilities
 - Lead times required to fulfill orders

We expect interviews to result in requests for additional data points relevant to the buying entities needs.

CBA will lead the effort to prepare the WeBuyCamden.com site to accommodate these data points in each business listing.

Fast Track Process (FTP) – The CVC believe it is important to create a streamlined process by which experienced businesses who have received and completed corporate and government contracts can achieve Camden Verified Status quickly. The FTP will request the following information:

- Proof of Current Certifications
- Complete Capability Statement
- Proof of Past Performance

FTP businesses will be offered the opportunity to upload these documents.

Program in Action – The Camden Verified Process

As discussed previously, the goal of the program is to allow corporations, government and institutions in the city to channel with confidence their purchasing power through Camden-based businesses who have been pre-screened as businesses who have the capacity to do business according to generally accepted business practices. To execute on this intention, LAEDA has outlined the process by which prospective business will be welcomed, assessed, verified and added to the Camden Verified listing. Additionally, LAEDA has outlined the services it will offer those businesses who require assistance and capacity building to attain "Verified" status or to move from one status to another.

To reach the goal of verifying 50 businesses, the CVC believes it will need to motivate at least 150 to 200 prospective businesses to inquire about the Camden Verified process. Of this group, the CVC expects to conduct initial consultations with 75 – 100 businesses. Of this group, we expect 50 – 75 will begin the process. Finally, we expect 40 – 60 businesses to complete the process and achieve a Camden Verified status. The balance of these inquiries will be encouraged to engage in business counseling with LAEDA's team to build their capacity to meet the Camden Verified standard.

Camden Verified Application Form – LAEDA will develop a digital application form for prospective businesses to complete as the first step in the process. The form will request basic contact information about the businesses owner and the business. The form will lead them through a series of questions that are designed to assess their readiness against the final characteristics developed for the tiers in the program. The form is part of LAEDA's client relationship management. This system is used to record all client interactions and track outcomes of the program.

The goal of this form is to give the Camden Verified Coordinator (the coordinator) insights into the business' readiness in relation to the tier system. The coordinator uses this assessment to prepare for the initial consultation with the business owner.

Initial Consultation Session – The coordinator schedules an initial consultation session with the business owner via Zoom, phone or in-person (LAEDA Offices or at business location). The coordinator reviews the program, each tier and the data points required to achieve Camden Verified status. They then review the business' application form and shares their assessment of which tier the business would qualify for. After confirming application responses, the coordinator and the business owner settle on the tier they are ready to be verified for based on their present status. The coordinator and the business owner put together a plan of action to gather the supporting documentation and finalize the Camden Verified process. The coordinator and business owner schedule follow up meetings to receive information and clarify questions.

For those businesses who require assistance to apply for certifications, obtain sales documentation, etc., the coordinator schedules additional follow up meetings dedicated to providing technical assistance and business counseling. See Support Services below for more details.

Follow Up & Follow Through – Due to the nature of running a business, LAEDA expects there will be a need to conduct multiple follow up actions to gather all the information needed to complete the Verified process and assign a status. This follow up may come in the form of phone calls, e-mails, text messages and visits to the business location. The coordinator is responsible to follow up until the appropriate documentation has been submitted. LAEDA also expects that many businesses will start the process but not complete it. Once the coordinator has made three attempts to assist a business in following through without success, they will close out the business and discontinue follow up attempts. This does not disqualify the prospect from participation, but allows the coordinator to allocate their time to responsive prospects and achieving program goals.

Assign and Transmit Verified Status – Once a business has met the requirements of the tier they have applied for and the coordinator has documented each, they assign the appropriate tier to their record in LAEDA's CRM and send an e-mail to the CBA informing them of their Verified Status and tier assignment. The coordinator includes all

the Verified information for the business to be used to update the business' profile on the WeBuyCamden.com site. The CBA adds this information to their profile and adds the Camden Verified badge to the profile.

The newly Verified business is sent a congratulatory e-mail from the CBA with membership information and an invitation to the next CBA event. CBA also sends a notification to registered Corporate, Government and Institutional users notifying them of the new Camden Verified business.

Capacity Building and Business Counseling – LAEDA expects there will be businesses who are not ready for the Camden Verified Program or who aspire to achieve higher tiered status within the program. To support these businesses, LAEDA offers educational opportunities and business counseling services.

- **Business Education Training** – LAEDA offers various long-term, short-term and single unit courses of multiple business building topics including but not limited to accounting, marketing, social media, human resources, access to capital, etc. of particular interest to this effort is LAEDA's Getting Started in Procurement course.
 - **Getting Started in Procurement** is a five-unit short-course designed to provide an overview of the procurement process, basic requirements and strategies to get started. The course is targeted to established businesses who aspire to secure contracts for the provision of goods and services and the government and commercial levels. The course includes the following units:
 - Unit 1 – Are You Ready to Be a Contractor/Supplier?
 - Unit 2 - Getting Ready for Procurement Contracting
 - Unit 3 - Leveraging Your Uniqueness for a Competitive Edge – Cert. & more!
 - Unit 4 – Delivering on Procurement Contracting – Make a Promise Keep a Promise
 - Unit 5 – Jumping into Procurement Contracting – Ready, Set, Wait!
 - **Business Counseling** – As an SBA funded Women's Business Center since 2016, LAEDA has developed a robust counseling operation designed to assist entrepreneurs at all levels in reaching their business goals. The LAEDA WBC will lead the counseling effort of the Camden Verified component. The LAEDA WBC's counseling methodology features:
 - Business Builder 360^o Assessment - This assessment is designed to assess prospective clients on their readiness in the three key business building areas; Sales & Marketing, Administration & Finance and Product Development & the Production Process
 - Business Builders SMART Goals Development Plan – Based on the results of the 360^o Assessment, WBC counselors work with the clients to set goals in each of the assessment areas. They then develop actions plans to guide the counseling relationship going forward. The counselor uses these plans to assemble the resources needed by the client as well as capacity building technical assistance needed to achieve their goals. These goals may include accessing capital; acquire business certifications; securing contracts, etc.

Buy Camden Integrated Marketing & Community Outreach for all programming

To achieve the desired goals for the overall initiative, CBA and LAEDA will undertake a multi-faceted marketing strategy, led by the CBA, focused on Camden-based businesses at all levels including merchants, small business owners, professional service firms as well as corporations. Below is an outline of the tactics the collaborative will undertake:

Assets

- **WeBuyCamden Verified Badge** – The CBA will update the current WBC logo and branding scheme with a “verified” checkmark for use in promotional materials and for the WeBuyCamden.com website.
- **WeBuyCamden.com Landing Pages** – The CBA will develop a branded landing pages on the WeBuyCamden.com site for procurement opportunities, resources, and Camden Verified. This Camden Verified page will provide details of the program and provide a link to complete an initial application and schedule an appointment for an initial consultation with LAEDA. All electronic and hard copy promotions will direct prospects to this landing page.

Integrated Marketing

- **Press Release(s) & Press Conference** – CBA and LAEDA will host a press conference with the Mayor, collaborative leadership and representatives from the corporations to outline the Buy Camden Initiatives and the Specific Programs (ICC, WBC, CVC), demonstrate commitment to the effort and how to get involved. We will send out monthly press releases with updates on the progress and highlight the successes of the overall program
- **Kick-off Event** – The City of Camden, CBA and LAEDA will host a kickoff event at a location in the city that is accessible to most businesses. At this event, the collective will present the benefits of the program, how to claim their free business listing on WeBuyCamden.com, and the process by which businesses may get “Camden Verified”. CBA and LAEDA member staff will be on hand to answer questions. LAEDA will offer the opportunity to schedule an initial appointment at this event.
- **Direct Mailing to Camden Businesses** – Using a business database provider, CBA will procure a scrubbed list annually. The CBA will work with the City of Camden to prepare and mail an introductory letter about the program, a promotional flier to all business registered at the state as a Camden business as well as those licensed via L&I in the city, and quarterly updates.
- **E-mail Marketing Campaign** – A promotional e-mail marketing piece will be developed by the CBA. CBA, LAEDA and partner organizations will e-mail their constituencies. The City of Camden will e-mail all Camden businesses who have included an e-mail as part of their business license or registration.
- **Integrated Digital/Social Media Campaign** – A digital marketing campaign will be undertaken to include paid mobile, SEO, display and social media ad placement geo-targeting Camden zip codes and businesses.
- **Print/TV/Radio/OOH** – In-kind and paid advertising placement of these initiatives across multiple mediums including local newspapers (Anointed, Courier), Radio (WDAS), Cable TV (Xfinity), and local billboards or other out-of-home signage in the city of Camden

Community Outreach

- **Commercial Corridor Canvass Program** – The CBA will hire and manage teams of individuals to canvass the city's commercial corridors (Broadway, Mt. Ephraim Ave, Haddon Ave., Federal Street,



**CAMDEN
BUSINESS
ASSOCIATION**

Buy Camden Initiative



Marlton Pike, Westfield Ave and River Road) to promote the Buy Camden Program, the Camden Verified Program and to have merchants claim their listing on the WeBuyCamden.com site. Claiming ones listing is a key step in the Camden Verified process as the results of the process will be added to their claimed listing.

- **NJ Selective Assistance Vendor Information (NJSAVI) Outreach** – LAEDA will conduct outreach to companies who are listed in the NJSAVI system who have a Camden business address and list certifications as part of the profile in the system. These businesses will be presented with the opportunity to participate in the "Fast Track Certification" process.
- **LAEDA Camden Verified Coordinator** – LAEDA will employee a full-time coordinator who will be responsible for taking inquiries into the program through the Camden Verified process. They will conduct follow up calls to interested prospects, assess their readiness and move them to most appropriate next step as outlined below in the program in action section of this proposal.



Buy Camden Initiative



Building an Inclusive B2B Resource and Procurement Ecosystem in the City of Camden

This overall Buy Camden integrated program with WeBuyCamden.com, Camden Verified, and Invest Camden Council components, is the first step in building a robust, transparent and equitable procurement ecosystem in the City of Camden. As more and more businesses engage in the WBC platform and become Camden Verified, there will be building demand for a central clearinghouse of information to streamline the process by which entities may solicit responses from the Camden business community to fulfill products and service needs. Equally important, is the need to eliminate a fragmented array of numerous websites and portals by which Camden businesses must monitor to be aware of these solicitations. WeBuyCamden.com will be the central information location, procurement exchange (exchange), and intake platform for the overall efforts.

WeBuyCamden.com is not meant to replace corporate, government or institutional procurement sites. The Exchange serves as a communications tool for these entities. Entities may choose to simply list an opportunity with a short description, a list of requirements specific to the opportunity, a dollar value and then direct them to their own procurement site. Entities can also choose to use the Exchange to manage their entire procurement process including listing the opportunity, uploading RFPs, RFIs, etc. and directing respondents to submit their responses through the Exchange.

Critical to the success of the Exchange is real time and accurate information. To this end, the CBA will lead the development and management of the Exchange. They will review and approve listings being submitted at the site, troubleshoot any issues business users are having with the site. The CBA will also manage the Business Directory, update listings and profiles with the Camden Verified information.

The Exchange will not be successful unless it has the buy-in and participation of key corporate and government partners who commit to sharing their RFPs, RFQs, RFIs and general product/service requests. To this end, the CBA will hire a Program Manager of the Invest Camden Council/We Buy Camden (PM). The Invest Camden Council (ICC) will be made up the City of Camden and Camden-based Anchor Institutions and Corporations and serves as a supplier diversity work group. American Water and Rutgers University have agreed to co-chair the ICC.

As the ecosystem matures, Camden County and other regional anchor institutions and corporations will be added. The PM will act as a relationship manager who liaisons with member representatives and their supplier departments to facilitate regular submissions of business to the Exchange. The PM will also convene regular meetings of the council to report out on the ICC's collective impact in the city and region.

Conclusion

The goal of leveraging the purchasing power of NJ Grow Businesses, Anchor Institutions and City procurement opportunities to be a catalyst to job creation, small business expansion and new business startups in the city can be realized through the implementation of the WeBuyCamden.com - Camden Verified component and the creation of the Procurement/Supplier Exchange. The CVC is confident these efforts can be achieved as proposed and funded.



Buy Camden Initiative



Budget Narrative

The following budget represents the expense involved in implementing the Camden Verified component of the We Buy Camden Initiative (CV). Each expense represents the costs involved on an annual basis or for initial purchase.

Personnel – The expenses in this section represent the allocation of time for the execution of the CV over a year's timeframe.

- **LAEDA Operations**
 - **President & CEO** - \$3,500 represents the time the CEO will allocate to the project to oversee its implementation and grants management.
 - **Office Administrator** - \$2,000 represents the time the office administrator will allocate to the project for grants management and client engagement.
- **LAEDA Business Services**
 - **Program Manager** - \$5,000 – represents the time the program manager will allocate to developing and hosting trainings as part of the CV.
 - **Camden Verified Coordinator** - \$40,000 – represents the full-time salary paid to coordinator for managing the day to day processing of inquiries and completing verifications
- **LAEDA Women's Business Center**
 - **Program Manager** - \$5,000 – represents the time the program manager will allocate to coordinating and providing counseling services to CV clients.
 - **Assistant Program Manager** - \$5,000 – represents the time the assistant program manager will allocate to providing counseling services to CV clients.
- **Camden Business Association**
 - **Marketing - Street Team Leader – Part-Time** – \$6,000 represents the expense related to leading the various street teams over a 6 week period. This would be limited to one six week period per year for this effort.
 - **Marketing – Street Team Members – Part-Time** - \$7,200 – represents the expense related to hiring 8 part-time team members at \$18/hr. for a period of six weeks. This would be limited to one six week per year for this effort.
 - **Program Manager – Full – Time - Invest Camden Council (ICC)/We Buy Camden Initiative** - \$37,500 represents the salary being paid to the program manager for managing the street teams, project managing the portal web development and updates, convening the ICC, and maintaining relations and engagements amongst anchor institutions and corporate partners.
- **Employer Contributions - \$10,008** - This line represents the employer payroll contribution due based on the total wages paid at 9%.
- **Fringe Benefits - \$7,200** - This line represents Health & Dental Benefits provided by the employer. The amount represent the total annual premium for the Camden Verified Coordinator.

Operating Expenses – The expenses in this section represent the apportionment of expenses incurred or outright purchases of goods and services to execute the Camden Verified component (CV) of the We Buy Camden Initiative.

- **Integrated Marketing & Promotion – \$21,000** - This expense represents fees incurred for the development of branding for the WBC/CV programs and advertising buys for the promotion of the programs. CBA will manage this purchase. This includes Camden Verified Badge development.



Buy Camden Initiative



- **Web Development/Portal Web Master (Landing Page, Directory, Portal) - \$21,500** – This expense represents fees incurred for web development services for the creation of the landing page, design updates for the business directory and the creation of the Exchange. This includes the expense to update directory listings and maintain the portal. CBA will manage this purchase.
- **E-mail Marketing Subscriptions - \$610** – This expense represents apportionments of each organization's e-mail marketing subscription fees to the project for promotion. LAEDA has apportioned \$250 and CBA has apportioned \$360.
- **Client Relationship Management Software – \$450** – This expense represents an apportionment of LAEDA's licensing fee of its CRM to the project for use in recording client counseling engagements and managing client movement through the program.
- **Payroll Fees - \$576** – This expense represents the apportionment of payroll fees incurred by both organizations for payroll processing. LAEDA has apportioned \$326 and CBA \$250.
- **Printing & Marketing Materials - \$2,000** – This expense represents the purchase of these materials for the promotion and execution of the project. This will be managed by CBA.
- **Special Events Hosting (Kickoff Event) - \$5,000** – This expense represents the cost of producing and hosting of Program Kickoff Event. CBA will staff and produce the event.
- **Travel - \$525** – This expense represents travel expense for the use of personal vehicles in the execution of the project. LAEDA has specified \$275 and CBA \$250.
- **Consultant/Instructors – Training - \$600** – This expense represents the cost of instructional fees to be paid to consultants to provide instruction through LAEDA's Getting Started in Procurement program.
- **Apple iPad or Android Tablets - \$2,400** – This expense represents the purchase of 6 tablets at cost of \$400 each, for use by street teams to process "claimed" listings in the Business Directory. CBA will manage this purchase.

Buy Camden Initiative

Budget

Income		Budget
Funding Sources		
Government Contracts		
City of Camden		183,069.00
		-
Total Government Contracts		183,069.00
Total Income		183,069.00
Expenses		Budget
Personnel		
Salaries		
Operations - President & CEO		3,500.00
Operations - Office Administrator		2,000.00
Business Svcs. - Program Manager		5,000.00
Business Svcs. - Camden Verified Coordinator		40,000.00
WBC - Program Manager		5,000.00
WBC - Assistant Program Manager - Counseling		5,000.00
CBA - Marketing - Street Team Leader - P/T		6,000.00
CBA - Marketing - 8 P/T Team Members @ \$18/hr		7,200.00
CBA - Anchor Relations (ICC/WBC)/Program Manager - F/T		37,500.00
Total Salaries		111,200.00
Employer Contributions & Fringe Benefits		
Payroll Taxes - Employer Match - 9%		10,008.00
Fringe Benefits - Health & Dental Insurance		7,200.00
Total Employer Contributions & Fringe Benefits		17,208.00
Total Personnel Expense		128,408.00
Operating Expenses		
CBA - Social Media Services (Branding & Promotion)		21,000.00
CBA - Web Development/Portal Webmaster		21,500.00
LAEDA - Email Marketing Subscription		250.00
CBA - Email Marketing Subscription		360.00
LAEDA - Client Relationship Management Software		450.00
LAEDA - Payroll Fees		326.00
CBA - Payroll Fees		250.00
CBA - Printing & Marketing Materials		2,000.00
CBA - Special Events Hosting (Kick-off)		5,000.00
CBA - Travel		250.00
LAEDA - Travel		275.00
LAEDA - Consultants/Instructors - Training		600.00
CBA - Street Team - Ipads/Tablets - 6@\$400each		2,400.00
Total Operating Expense		54,661.00
Total Project Expenses		183,069.00

Outputs and Outcomes Metrics

Buy Camden Initiative Outputs Outcomes Table

Outputs/Outcomes Table

Investments		Outputs
Marketing Investments		
- CBA Street Team	17,163.00	- 50 - 100 Contacts with Businesses - 50 - 100 of BuyCamden.com business listings claimed
- BuyCamden Kickoff Event	5,000.00	- 100 Camden Businesses in Attendance - 2 media articles/news coverage
- Social Media Services/Marketing Materials, etc.	23,360.00	- 1000 impressions on CBA BuyCamden Social Media Postings - 75 - 100 Inquiries into Camden Verified Program (fillout Camden Verified Application Form) - 100 - 250 attendees at BuyCamden related events and trainings - 1 Produced Commercial
- Web Development/Portal Webmaster	21,500.00	- 50 user accounts created - 2 features added to WeBuyCamden.com (events/procurement portal) - 250 unique visits to website
Total	\$ 67,023.00	
Programmatic Investments		
- Invest Camden Council - staffing and support	41,000.00	- 4 R&D Meetings Completed with target buying entities - 4 ICC Members Recruited - 30 Purchasing Opportunities Posted to BuyCamden.com - 3 ICC meetings held
- Camden Verified - Staffing & Support	75,046.00	- 4 R&D Meetings Completed with target buying entities - 150 - 200 Inquires into Camden Verified Program - 75 - 100 initial consultations with applicants - 50 - 75 begin verification process - 40 - 60 attain the Camden Verified Status - 1 - Getting Started in Procurement Series hosted - 4 - Procurement Capacity Building Seminars (Certifications, Capability Statements, Finance, etc.)
Total	116,046.00	

Outcomes - Year 1

- 40 - 60 businesses have attained the Camden Verified Status

- Tier 1 Outcomes

- 4 - 8 transactions completed or
- \$5,000 in purchases made from Camden-based businesses

- Tier 2 Outcomes

- 2 - 4 transactions completed or
- \$15,000 in purchases made for Camden-based businesses

- Tier 3 Outcomes

- 1 - 2 transactions completed or
- \$25,000 in purchases made for Camden-based businesses

Outcomes - Year 2

- 40 - 60 additional businesses have attained the Camden Verified Status
total of 80 - 120 project to date

- Tier 1 Outcomes

- 10 transactions completed or
- \$9,000 in purchases made from Camden-based businesses

- Tier 2 Outcomes

- 8 transactions completed or
- \$23,000 in purchases made for Camden-based businesses

- Tier 3 Outcomes

- 3 transactions completed or
- \$45,000 in purchases made for Camden-based businesses

DB:dh
08-09-22

R-18

**RESOLUTION AWARDING A CONTRACT FOR EXTRAORDINARY,
UNSPECIFIABLE SERVICES WITH CAMDEN BUSINESS ASSOCIATION, INC.
AND THE LATIN AMERICAN ECONOMIC DEVELOPMENT ASSOCIATION, INC.
FOR THE BUY CAMDEN INITIATIVE PROGRAM
IN THE AMOUNT NOT TO EXCEED \$183,069.00**

WHEREAS, the City of Camden requires certain extraordinary, unspecifiable services for the provision of a multi-phase project to create a B2B platform for the City of Camden; and

WHEREAS, **Camden Business Association, Inc. and the Latin American Economic Development Association, Inc.**, has extensive expertise, training and proven reputation in this field and the necessary trained personnel to provide the required services; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(i) of the Local Public Contracts Law, contracts for extraordinary, unspecifiable services to create a B2B platform of a comprehensive list of Camden businesses and a procurement portal to prequalify local businesses for the City of Camden, negotiated and awarded without advertising for bids and bidding therefore; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto stating the City's reasons for awarding this contract pursuant to N.J.S.A. 40A:11-5(1)(a)(ii), and said certification has been signed by the Purchasing Agent; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "SLFRF" 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 a contract be awarded to **Camden Business Association, Inc. and the Latin American Economic Development Association, Inc.**, for a sum not to exceed ONE HUNDRED EIGHTY-THREE THOUSAND SIXTY-NINE DOLLARS (\$183,069.00).

BE IT FURTHER RESOLVED that the authorized City officials are hereby authorized to negotiate and enter into an appropriate contract with **Camden Business Association, Inc. and the Latin American Economic Development Association, Inc.** for the multi-phase project to create a B2B platform for the City of Camden.

BE IT FURTHER RESOLVED that the City Clerk shall cause to be published in the Courier-Post within ten (10) days after passage of this resolution legal notice describing the nature, duration and amount of said contract.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.

DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: CAMDEN BUSINESS ASSOCIATION (CBA) & LATIN AMERICAN ECONOMIC DEVELOPMENT ASSOCIATION, INC. (LAEDA)

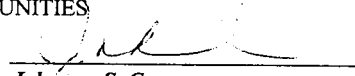
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- ADOPTED BUDGET APPROPRIATION
AMOUNT:\$
- DEDICATED BY RIDER:
AMOUNT:\$
- RESERVE FOR STATE AND FEDERAL GRANT:
AMOUNT: \$183,069.00 – THE AMERICAN RESCUE PLAN'S STATE AND LOCAL FISCAL RECOVERY FUNDS ("SLFRF")
- 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: \$183,069.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: MULTI-PHASE PROJECT TO CREATE A B2B PLATFORM OF A COMPREHENSIVE LIST OF ALL CAMDEN BUSINESSES AND A PROCUREMENT PORTAL TO PRE-QUALIFY LOCAL BUSINESS FOR VARIOUS PROCUREMENT OPPORTUNITIES



Johanna S. Conyer
Director of Finance

Date: 7/28/22

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

Council Meeting Date: 8/9/2022

TO: Timothy J. Cunningham., Business Administrator

FROM: Dr. Edward C. Williams, Director of Planning and Development

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION REQUESTING THE AWARD OF A NFO/EUS CONTRACT WITH THE CAMDEN BUSINESS ASSOCIATION, INC & THE LATIN AMERICAN ECONOMIC DEVELOPMENT ASSOCIATION, INC. FOR THE BUY CAMDEN INITIATIVE PROGRAM

BRIEF DESCRIPTION OF ACTION RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE CAMDEN BUSINESS ASSOCIATION, INC & THE LATIN AMERICAN ECONOMIC DEVELOPMENT ASSOCIATION, INC. FOR THE BUY CAMDEN INITIATIVE PROGRAM MULTI-PHASE PROJECT TO CREATE A B2B PLATFORM OF A COMPREHENSIVE LIST OF ALL CAMDEN BUSINESSES AND A PROCUREMENT PORTAL TO PREQUALIFY LOCAL BUSINESSES

BIDDING PROCESS: NJSA 40A:11-5 (ii)

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

APPROPRIATION ACCOUNT(S): THE AMERICAN RESCUE PLAN'S STATE AND LOCAL FISCAL RECOVERY FUNDS ("SLFRF")

AMOUNT: \$183,069.00

**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:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	7/28/22	(If applicable) _____
☒ CAF - Certifications of Availability of Funds	7/28/2022	Latifah C
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	7.28.22	_____
Received by City Attorney:	_____	_____

(Name) Please Print

(Extension #)

Prepared By: Stephanie N. Holmes

x 7005

Contact Person: Stephanie N. Holmes

x 7005

****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	EUS
Name of Vendor	CBA & LAEDA
Purpose or Need for service:	MULTI-PHASE APPROACH TO SUPPORT LOCAL BUSINESSES AND LOCAL TALENT WITH VARIOUS PROCUREMENT OPPORTUNITIES THROUGHOUT THE CITY OF CAMDEN
Contract Award Amount	\$183,069.00
Term of Contract	12 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	YES
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	NJSA 40A:11-5(ii)
Were other proposals received? If so, please attach the names and amounts for each proposal received?	NO

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

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

Mayor's Signature*

Date_____

Business Administrator/Manager Signature

Date_____

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

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

Funding Source for this action

on Amoxicillin Reservoir Plan
State + Local Troops Recovery
Fund

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

N/A Non Profit

Date 7/28/2022

For LGS use only:

() Approved

☐ Denied

Date _____

Director or Designee,

Division of Local Government Services

Number Assigned _____



**CAMDEN
BUSINESS
ASSOCIATION**



Buy Camden Initiative

Presented by

The Camden Business Association, Inc.

&

The Latin American Economic Development Association, Inc.

Submitted by:

- **The Camden Business Association**
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npace@camdenbusiness.com
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Buy Camden Initiative



Background

The Camden Business Association (CBA) continues its mission to support Camden SMWVBE's as well as support Camden/regional large business and corporations in their procurement and recruitment efforts for local vendor resources and local talent. We have spent the last 3 years gathering information and discussing solutions with Camden City, Camden County and NJ State stakeholders in the business and economic development community. After much discovery and research, we have found that the biggest gap exists within the area of information sharing, awareness of technical assistance programs and local businesses/professional service providers/vendors, and 1-to-1 engagement between Camden/Camden County SMWVBE's and public and private-sector organizations and corporations in the region.

Introduction

Buy Camden Initiative

In an effort to bridge this gap and build upon our partnerships with the city, local business organizations and the overall Camden business community, the CBA has focused on utilizing innovation, technology and training to further the collective mission. Our solution comes in the form of a public and comprehensive database (**WeBuyCamden.com**), local business inclusion policy (**Buy Camden Ordinance**), collaboration with stakeholders and anchor institutions (**Invest Camden Council**), Technical assistance programs (**Camden Verified**), combined with integrated community outreach campaigns and an informational hub and platform for accessible procurement, opportunities and resources. This collaborative effort will create comprehensive programming that all businesses and organizations, large and small, can leverage to increase efforts in B2B development of the greater Camden business community.

WeBuyCamden.com

WeBuyCamden.com component of the Buy Camden Initiative will be the citywide B2B platform with a comprehensive list of all Camden businesses, services, company and certification info (**Camden Verified**) with procurement portal, informational site and data collection function and features. The project will encompass the following and be done in 2 phases.

- Outreach to all businesses to compile and confirm information
- Outreach to collect information on local sourcing practices and trends to all Camden based businesses
- Electronic list database for citywide business use/access
- Annual updates and verification of business listings
- Annual report of local sourcing efforts of Camden businesses and organizations
- Data mining for business areas of need
- Links to city/county state business related resources and websites
- Camden/Camden County and NJ Business News, Events, Financial and Technical Assistance Resources

WeBuyCamden.com Business Directory Functional Overview:

Phase 1 – List Building and Data Collection

1. FREE/Open-Source Business Listing (WeBuyCamden.com)

- a. General/Promotional listing for all Camden businesses (**FREE Claim your listing**)
 - i. Address, contact phone number, business hours, email, category, social media links
 - ii. Businesses can upload a profile picture of the business and/or logo
 - iii. Businesses can upload a pdf of business company brochure, capabilities statement, or menu as well as 1-2 pictures of business and logo (limit the size of the pdf allowed)



Buy Camden Initiative



- b. Free search feature to find Camden businesses by industry and/or type of goods/services
- c. WeBuyCamden Blitz: Bi-lingual street teams with iPads/tablets will be deployed to collect current data on all Camden Businesses and encourage them to claim their free listing.
- d. (Optional - TBD) After two (2) full years of outreach, we can open the database up to Camden County businesses and partner for a county wide listing/portal as we have interest from our county neighbors.

Phase 2 – Procurement Portal

2. Procurement Listing Form(s) and Data Collection

- a. **Premium Procurement Listing** for goods/services and procurement outreach will pre-qualify local businesses for anchor/agency procurement needs. **For businesses that currently hold certifications at the state or national level and have been “Camden Verified”.**
- b. Form fields: All questions are mandatory, **additional questions are mandatory for a premium procurement listing – including all items from free listing plus:**
 - i. Company Name
 - ii. Category
 - iii. Product/Service Specialty description (*prompt to upload a company/business brochure/menu*)
 - iv. Company Address
 - v. Primary Contact Name
 - vi. Contact Phone
 - vii. Contact email
 - viii. Company Website
 - ix. Company Social Media Channels
 - x. Is business Camden based? Is business Camden County based? Y/N
 - xi. Size of Company (# of employees, select one) 1-50 51-100 100+
 - xii. What % of your employees are Camden City residents? (select one) 0-10% 10-20% 20-30% 30-40% 40-50% 50% +
 - xiii. What % of your employees are Camden County residents? 0-10% 10-20% 20-30% 30-40% 40-50% 50% +
 - xiv. Is your business registered with the State of New Jersey? Y/N (NJ BRC current)
 - xv. Do you have any of the following business certifications? (choose all that apply and include reference hyperlinks to certification resources)
 - xvi. CERTIFICATIONS: SBE | Minority Owned/MBE | Woman Owned/WBE Veteran Owned | 8A | Hubzone
 - xvii. Certified in other states outside of NJ? Y/N
 - 1. Choose other states you’re certified in
 - 2. NAICS Codes (Provide reference links to NAICS codes resource)
 - xviii. DUNS Number (if applicable)
 - xix. What is your approximate company/business annual revenue (average in last 3 years)?
Dropdown box

Key Users: Businesses, Procurement professionals, Camden Economic Development Orgs, Small Business Technical Assistance Orgs, Anchor Institutions, Corporations and City/County/NJ State Agency



Buy Camden Initiative



Invest Camden Council

2. **Invest Camden Council** component of the Buy Camden Initiative will be a collective local supplier workgroup of Camden city officials, Business leaders and organizations, and Anchor institutions who will meet quarterly to discuss and develop collaborative methods and supporting initiatives for the overall Buy Camden initiative. The IC Council already has commitment from American Waters and Rutgers to lead the council. The Invest Camden Council participants:

- Commit to utilizing local businesses and creating pathways and supporting the outsourcing of goods and services with Camden SMWVBs
- Support/contribute to business development, mentor-protégé, capacity building, and possible grant programs for Camden SMWVB businesses
- Participate in voluntary annual questionnaire (local spend, DEI efforts in hiring/procurement)
- Revisit their Community Benefits Agreement to include the aforementioned efforts (if applicable)
- Commit to support efforts in sustainability, innovation and technology to enhance the overall Camden business and resident community

ICC Members will also participate in the WeBuyCamden.com Portal via Procurement/Supplier Exchange development efforts including testing of the site and input on developing the below listed features needed for Anchor and corporate inclusion:

- ICC Anchors will participate in Beta testing and feedback of portal features for anchor procurement needs:
 - Dynamic search and notification features
 - Category selection of businesses by goods/service, search by SMWVBE certified businesses w/verification of certifications.
 - Development of a repository, listing and alert system for RFPs, RFIs, RFQs, and general requests for goods and services within the WBC platform.
 - All users can set goods/services/RFP/job email/text notifications based on their business profile and/or chosen industry categories. Anchors can send alerts of new opportunities based on these settings.
 - B2B Connect – Answer RFPs, RFIs, and RFQs directly in platform
 - Respond to RFPs and/or Upload feature for posting already created RFP documents
 - A form fill to create RFP postings and requests for goods/services that will populate an online listing i.e. *Post your goods/service needs here (construction, marketing, financial services, legal services, catering services, etc.*
 - Direct Links to anchor institutions, city/county/state supplier diversity, procurement portals, procurement contacts, business development programs and resources

Camden Verified – Business Vetting Component

Camden Verified a component of the Buy Camden Initiative is a joint effort of the members of the Camden Verified Collaborative (CVC) - Camden Business Association (CBA), the City of Camden (the City) and the Latin American Economic Development Association, Inc. (LAEDA), to leverage the economic potential of NJ Grow Businesses, Anchor Institutions and City procurement opportunities. Camden Verified will allow these entities to channel with confidence their purchasing power through Camden-based businesses who have been pre-screened as businesses who have the capacity to do business according to generally accepted business practices. We believe the purchase of products and services from Camden-based businesses will serve as a catalyst to job creation, small business expansion and new business startups in the city.

Tiered Rating System

The Camden Verified program will target the full breath of businesses in Camden's local economy including micro-enterprises, merchant businesses, professional services providers and construction firms. In light of this diverse constituency, it is incumbent upon the CVC to design a verification system that is relevant to the size and scope of each business while being user-friendly for those tasked with making purchases for their respective companies. With this in mind, the CVC is proposing a tiered-system organized around the dollar value of goods and services being purchased at each level.

- **Tier 1 – Up \$500** – This tier includes the sale of small dollar purchase of retailed products and services up to \$500. These sales would be direct to the buyer with no "formal" purchasing process. Businesses at this level may include micro-enterprises, merchants and direct to consumer services providers. Examples – Flower Shop, Restaurants, Small volume print shop, dry cleaning and shoe shine, etc. These entities would have the ability to accept credit cards and deliver to corporate headquarters, governmental offices, etc.
- **Tier 2 – \$501 - \$5,000** – This tier includes the sale of wholesaled products and services marked by larger quantities under a contract, invoicing or purchase order arrangement from \$501 - \$5,000. Businesses at this level may include janitorial companies, small commercial contractors, printing companies, office supplies vendor, professional services, etc. These entities would have the capacity of the entities in Tier 1 plus the ability to execute orders on a 30, 60 or 90 day payment schedule. These firms may hold certifications as MBE, WBE, DBE, etc. and be able to respond to an RF-P, I or Q.
- **Tier 3 – \$5,000+** – This tier includes the sale of very large quantities of products and services on a contract basis resulting from a Request for Proposal, Bidding or some other formal purchasing process over \$5,000 in value. Businesses at this level may include large construction firms, security companies, and large scale vendors of office supplies, paper products etc. as well as professional service contracts like insurance, engineering or legal representation. These entities would have the capacity of entities in Tiers 1 & 2 and be able to respond to RF-Ps, Is or Qs. They would hold various certifications like MBE, WBE, DBE and the like. They would have the where with all to be bonded and insured when and at the level appropriate and have the capital resources to support the businesses while it waits for payment.

Annotation on WeBuyCamden.com

The CVC intends to leverage the existing WeBuyCamden.com website developed by the CBA to make available to the public the results of the collaboratives pre-screening work. Once businesses have been assessed against established standards relevant to their current business position they will be assigned to one of the three tiers above. Clients will be slotted into the appropriate tier, based on standard business characteristics plus the high dollar value of three of their top single sales to a customer or entity. Businesses who meet the basic requirements of the tier will have a green check mark "✓" or Camden Verified badge displayed prominently on their listing. Based on a business's high sale references, they will be assigned a "\$". Tier 1 will be assigned one \$ sign, Tier 2 - \$\$ and Tier 3 - \$\$\$\$. Both annotations will be searchable on the site.

Research & Development

One of the keys to the success of the project is to establish a set of relevant and useful standards against which businesses who present themselves for “verification” are reviewed. Relevant standards means those characteristics and requirements that are in line with a particular business’s level or Tier position. Useful means those characteristics and standards when met, will give a buyer, whether a purchasing agent or administrative support staff, a clear understanding of the business’s capacity to fulfill product or service orders. Care must be taken to ensure all characteristics and standards recommended meets this intention and do not establish irrelevant barriers to participation.

To this end, LAEDA and the CBA will undertake interviews with authorized buying personnel (office administrator, executive assistant, department manager, etc.) or purchasing department, procurement officer, etc. from the various corporations, institutions and governmental agencies for whom the Camden Verified Program is targeted. The interview will include a discussion of the program, its goals and initial criteria being considered. We will then conduct a structured interview about the subject company’s buying patterns and purchasing procedures at each tier level proposed. Follow up meetings will confirm our findings and solicit feedback on proposed criteria resulting from the interview.

The working theory of the CVC is that there are several standard data points that businesses in each tier will be evaluated on. Business contact information, social media, address, etc. are understood to be included in their listing. The below data points are some of the early stage characteristics we believe are relevant.

- **Tier 3 – Corporate, Government and Institutional Users**
 - Verified Certifications Held – MBE, WBE, DBE, VBE, etc.
 - 3 Verified High Sales Contracts – Commercial or Government - secured and fulfilled successfully in the business’ industry (past 6 to 18 months)
 - Capability Statement
- **Tier 2 – Corporate, Government, Small Business and Consumer Users**
 - Verified Certifications Held – MBE, WBE, DBE, VBE, etc.
 - 3 Verified High Sales Contracts secured and fulfilled successfully in the business’ industry (past 6 to 12 Months)
 - Capability Statement
- **Tier 1 – Corporate, Government and Consumer Users**
 - Payment types accepted
 - Relevant inspection held based on business category (i.e. health inspection)
 - Relevant licensing and registrations required (mercantile, business registration, etc.) based on business category
 - Delivery capabilities
 - Lead times required to fulfill orders

We expect interviews to result in requests for additional data points relevant to the buying entities needs.

CBA will lead the effort to prepare the WeBuyCamden.com site to accommodate these data points in each business listing.

Fast Track Process (FTP) – The CVC believe it is important to create a streamlined process by which experienced businesses who have received and completed corporate and government contracts can achieve Camden Verified Status quickly. The FTP will request the following information:

- Proof of Current Certifications
- Complete Capability Statement
- Proof of Past Performance

FTP businesses will be offered the opportunity to upload these documents.



Program in Action – The Camden Verified Process

As discussed previously, the goal of the program is to allow corporations, government and institutions in the city to channel with confidence their purchasing power through Camden-based businesses who have been pre-screened as businesses who have the capacity to do business according to generally accepted business practices. To execute on this intention, LAEDA has outlined the process by which prospective business will be welcomed, assessed, verified and added to the Camden Verified listing. Additionally, LAEDA has outlined the services it will offer those businesses who require assistance and capacity building to attain “Verified” status or to move from one status to another.

To reach the goal of verifying 50 businesses, the CVC believes it will need to motivate at least 150 to 200 prospective businesses to inquire about the Camden Verified process. Of this group, the CVC expects to conduct initial consultations with 75 – 100 businesses. Of this group, we expect 50 – 75 will begin the process. Finally, we expect 40 – 60 businesses to complete the process and achieve a Camden Verified status. The balance of these inquiries will be encouraged to engage in business counseling with LAEDA’s team to build their capacity to meet the Camden Verified standard.

Camden Verified Application Form – LAEDA will develop a digital application form for prospective businesses to complete as the first step in the process. The form will request basic contact information about the businesses owner and the business. The form will lead them through a series of questions that are designed to assess their readiness against the final characteristics developed for the tiers in the program. The form is part of LAEDA’s client relationship management. This system is used to record all client interactions and track outcomes of the program.

The goal of this form is to give the Camden Verified Coordinator (the coordinator) insights into the business’ readiness in relation to the tier system. The coordinator uses this assessment to prepare for the initial consultation with the business owner.

Initial Consultation Session – The coordinator schedules an initial consultation session with the business owner via Zoom, phone or in-person (LAEDA Offices or at business location). The coordinator reviews the program, each tier and the data points required to achieve Camden Verified status. They then review the business’ application form and shares their assessment of which tier the business would qualify for. After confirming application responses, the coordinator and the business owner settle on the tier they are ready to be verified for based on their present status. The coordinator and the business owner put together a plan of action to gather the supporting documentation and finalize the Camden Verified process. The coordinator and business owner schedule follow up meetings to receive information and clarify questions.

For those businesses who require assistance to apply for certifications, obtain sales documentation, etc., the coordinator schedules additional follow up meetings dedicated to providing technical assistance and business counseling. See Support Services below for more details.

Follow Up & Follow Through – Due to the nature of running a business, LAEDA expects there will be a need to conduct multiple follow up actions to gather all the information needed to complete the Verified process and assign a status. This follow up may come in the form of phone calls, e-mails, text messages and visits to the business location. The coordinator is responsible to follow up until the appropriate documentation has been submitted. LAEDA also expects that many businesses will start the process but not complete it. Once the coordinator has made three attempts to assist a business in following through without success, they will close out the business and discontinue follow up attempts. This does not disqualify the prospect from participation, but allows the coordinator to allocate their time to responsive prospects and achieving program goals.

Assign and Transmit Verified Status – Once a business has met the requirements of the tier they have applied for and the coordinator has documented each, they assign the appropriate tier to their record in LAEDA’s CRM and send an e-mail to the CBA informing them of their Verified Status and tier assignment. The coordinator includes all



Buy Camden Initiative



the Verified information for the business to be used to update the business' profile on the WeBuyCamden.com site. The CBA adds this information to their profile and adds the Camden Verified badge to the profile.

The newly Verified business is sent a congratulatory e-mail from the CBA with membership information and an invitation to the next CBA event. CBA also sends a notification to registered Corporate, Government and Institutional users notifying them of the new Camden Verified business.

Capacity Building and Business Counseling – LAEDA expects there will be businesses who are not ready for the Camden Verified Program or who aspire to achieve higher tiered status within the program. To support these businesses, LAEDA offers educational opportunities and business counseling services.

- **Business Education Training** – LAEDA offers various long-term, short-term and single unit courses of multiple business building topics including but not limited to accounting, marketing, social media, human resources, access to capital, etc. of particular interest to this effort is LAEDA's Getting Started in Procurement course.
 - **Getting Started in Procurement** is a five-unit short-course designed to provide an overview of the procurement process, basic requirements and strategies to get started. The course is targeted to established businesses who aspire to secure contracts for the provision of goods and services and the government and commercial levels. The course includes the following units:
 - Unit 1 – Are You Ready to Be a Contractor/Supplier?
 - Unit 2 - Getting Ready for Procurement Contracting
 - Unit 3 - Leveraging Your Uniqueness for a Competitive Edge – Cert. & more!
 - Unit 4 – Delivering on Procurement Contracting – Make a Promise Keep a Promise
 - Unit 5 – Jumping into Procurement Contracting – Ready, Set, Wait!
 - **Business Counseling** – As an SBA funded Women's Business Center since 2016, LAEDA has developed a robust counseling operation designed to assist entrepreneurs at all levels in reaching their business goals. The LAEDA WBC will lead the counseling effort of the Camden Verified component. The LAEDA WBC's counseling methodology features:
 - Business Builder 360^o Assessment - This assessment is designed to assess prospective clients on their readiness in the three key business building areas; Sales & Marketing, Administration & Finance and Product Development & the Production Process
 - Business Builders SMART Goals Development Plan – Based on the results of the 360^o Assessment, WBC counselors work with the clients to set goals in each of the assessment areas. They then develop actions plans to guide the counseling relationship going forward. The counselor uses these plans to assemble the resources needed by the client as well as capacity building technical assistance needed to achieve their goals. These goals may include accessing capital; acquire business certifications; securing contracts, etc.



Buy Camden Initiative



Buy Camden Integrated Marketing & Community Outreach for all programming

To achieve the desired goals for the overall initiative, CBA and LAEDA will undertake a multi-faceted marketing strategy, led by the CBA, focused on Camden-based businesses at all levels including merchants, small business owners, professional service firms as well as corporations. Below is an outline of the tactics the collaborative will undertake:

Assets

- **WeBuyCamden Verified Badge** – The CBA will update the current WBC logo and branding scheme with a “verified” checkmark for use in promotional materials and for the WeBuyCamden.com website.
- **WeBuyCamden.com Landing Pages** – The CBA will develop a branded landing pages on the WeBuyCamden.com site for procurement opportunities, resources, and Camden Verified. This Camden Verified page will provided details of the program and provide a link to complete an initial application and schedule an appointment for an initial consultation with LAEDA. All electronic and hard copy promotions will direct prospects to this landing page.

Integrated Marketing

- **Press Release(s) & Press Conference** – CBA and LAEDA will host a press conference with the Mayor, collaborative leadership and representatives from the corporations to outline the Buy Camden Initiatives and the Specific Programs (ICC, WBC, CVC), demonstrate commitment to the effort and how to get involved. We will send out monthly press releases with updates on the progress and highlight the successes of the overall program
- **Kick-off Event** – The City of Camden, CBA and LAEDA will host a kickoff event at a location in the city that is accessible to most businesses. At this event, the collective will present the benefits of the program, how to claim their free business listing on WeBuyCamden.com, and the process by which businesses may get “Camden Verified”. CBA and LAEDA member staff will be on hand to answer questions. LAEDA will offer the opportunity to schedule an initial appointment at this event.
- **Direct Mailing to Camden Businesses** – Using a business database provider, CBA will procure a scrubbed list annually. The CBA will work with the City of Camden to prepare and mail an introductory letter about the program, a promotional flier to all business registered at the state as a Camden business as well as those licensed via L&I in the city, and quarterly updates.
- **E-mail Marketing Campaign** – A promotional e-mail marketing piece will be developed by the CBA. CBA, LAEDA and partner organizations will e-mail their constituencies. The City of Camden will e-mail all Camden businesses who have included an e-mail as part of their business license or registration.
- **Integrated Digital/Social Media Campaign** – A digital marketing campaign will be undertaken to include paid mobile, SEO, display and social media ad placement geo-targeting Camden zip codes and businesses.
- **Print/TV/Radio/OOH** – In-kind and paid advertising placement of these initiatives across multiple mediums including local newspapers (Anointed, Courier), Radio (WDAS), Cable TV (Xfinity), and local billboards or other out-of-home signage in the city of Camden

Community Outreach

- **Commercial Corridor Canvass Program** – The CBA will hire and manage teams of individuals to canvass the city's commercial corridors (Broadway, Mt. Ephraim Ave, Haddon Ave., Federal Street,



Buy Camden Initiative



Marlton Pike, Westfield Ave and River Road) to promote the Buy Camden Program, the Camden Verified Program and to have merchants claim their listing on the WeBuyCamden.com site. Claiming ones listing is a key step in the Camden Verified process as the results of the process will be added to their claimed listing.

- **NJ Selective Assistance Vendor Information (NJSAVI) Outreach** – LAEDA will conduct outreach to companies who are listed in the NJSAVI system who have a Camden business address and list certifications as part of the profile in the system. These businesses will be presented with the opportunity to participate in the “Fast Track Certification” process.
- **LAEDA Camden Verified Coordinator** – LAEDA will employee a full-time coordinator who will be responsible for taking inquiries into the program through the Camden Verified process. They will conduct follow up calls to interested prospects, assess their readiness and move them to most appropriate next step as outlined below in the program in action section of this proposal.

Building an Inclusive B2B Resource and Procurement Ecosystem in the City of Camden

This overall Buy Camden integrated program with WeBuyCamden.com, Camden Verified, and Invest Camden Council components, is the first step in building a robust, transparent and equitable procurement ecosystem in the City of Camden. As more and more businesses engage in the WBC platform and become Camden Verified, there will be building demand for a central clearinghouse of information to streamline the process by which entities may solicit responses from the Camden business community to fulfill products and service needs. Equally important, is the need to eliminate a fragmented array of numerous websites and portals by which Camden businesses must monitor to be aware of these solicitations. WeBuyCamden.com will be the central information location, procurement exchange (exchange), and intake platform for the overall efforts.

WeBuyCamden.com is not meant to replace corporate, government or institutional procurement sites. The Exchange serves as a communications tool for these entities. Entities may choose to simply list an opportunity with a short description, a list of requirements specific to the opportunity, a dollar value and then direct them to their own procurement site. Entities can also choose to use the Exchange to manage their entire procurement process including listing the opportunity, uploading RFPs, RFIs, etc. and directing respondents to submit their responses through the Exchange.

Critical to the success of the Exchange is real time and accurate information. To this end, the CBA will lead the development and management of the Exchange. They will review and approve listings being submitted at the site, troubleshoot any issues business users are having with the site. The CBA will also manage the Business Directory, update listings and profiles with the Camden Verified information.

The Exchange will not be successful unless it has the buy-in and participation of key corporate and government partners who commit to sharing their RFPs, RFQs, RFIs and general product/service requests. To this end, the CBA will hire a Program Manager of the Invest Camden Council/We Buy Camden (PM). The Invest Camden Council (ICC) will be made up the City of Camden and Camden-based Anchor Institutions and Corporations and serves as a supplier diversity work group. American Water and Rutgers University have agreed to co-chair the ICC.

As the ecosystem matures, Camden County and other regional anchor institutions and corporations will be added. The PM will act as a relationship manager who liaisons with member representatives and their supplier departments to facilitate regular submissions of business to the Exchange. The PM will also convene regular meetings of the council to report out on the ICC's collective impact in the city and region.

Conclusion

The goal of leveraging the purchasing power of NJ Grow Businesses, Anchor Institutions and City procurement opportunities to be a catalyst to job creation, small business expansion and new business startups in the city can be realized through the implementation of the WeBuyCamden.com - Camden Verified component and the creation of the Procurement/Supplier Exchange. The CVC is confident these efforts can be achieved as proposed and funded.

Budget Narrative

The following budget represents the expense involved in implementing the Camden Verified component of the We Buy Camden Initiative (CV). Each expense represents the costs involved on an annual basis or for initial purchase.

Personnel – The expenses in this section represent the allocation of time for the execution of the CV over a year's timeframe.

- **LAEDA Operations**
 - **President & CEO** - \$3,500 represents the time the CEO will allocate to the project to oversee its implementation and grants management.
 - **Office Administrator** - \$2,000 represents the time the office administrator will allocate to the project for grants management and client engagement.
- **LAEDA Business Services**
 - **Program Manager** - \$5,000 – represents the time the program manager will allocate to developing and hosting trainings as part of the CV.
 - **Camden Verified Coordinator** - \$40,000 – represents the full-time salary paid to coordinator for managing the day to day processing of inquiries and completing verifications
- **LAEDA Women's Business Center**
 - **Program Manager** - \$5,000 – represents the time the program manager will allocate to coordinating and providing counseling services to CV clients.
 - **Assistant Program Manager** - \$5,000 – represents the time the assistant program manager will allocate to providing counseling services to CV clients.
- **Camden Business Association**
 - **Marketing - Street Team Leader – Part-Time** – \$6,000 represents the expense related to leading the various street teams over a 6 week period. This would be limited to one six week period per year for this effort.
 - **Marketing – Street Team Members – Part-Time** - \$7,200 – represents the expense related to hiring 8 part-time team members at \$18/hr. for a period of six weeks. This would be limited to one six week per year for this effort.
 - **Program Manager – Full – Time - Invest Camden Council (ICC)/We Buy Camden Initiative** - \$37,500 represents the salary being paid to the program manager for managing the street teams, project managing the portal web development and updates, convening the ICC, and maintaining relations and engagements amongst anchor institutions and corporate partners.
- **Employer Contributions - \$10,008** - This line represents the employer payroll contribution due based on the total wages paid at 9%.
- **Fringe Benefits - \$7,200** - This line represents Health & Dental Benefits provided by the employer. The amount represent the total annual premium for the Camden Verified Coordinator.

Operating Expenses – The expenses in this section represent the apportionment of expenses incurred or outright purchases of goods and services to execute the Camden Verified component (CV) of the We Buy Camden Initiative.

- **Integrated Marketing & Promotion – \$21,000** - This expense represents fees incurred for the development of branding for the WBC/CV programs and advertising buys for the promotion of the programs. CBA will manage this purchase. This includes Camden Verified Badge development.



Buy Camden Initiative



- **Web Development/Portal Web Master (Landing Page, Directory, Portal) - \$21,500** – This expense represents fees incurred for web development services for the creation of the landing page, design updates for the business directory and the creation of the Exchange. This includes the expense to update directory listings and maintain the portal. CBA will manage this purchase.
- **E-mail Marketing Subscriptions - \$610** – This expense represents apportionments of each organization's e-mail marketing subscription fees to the project for promotion. LAEDA has apportioned \$250 and CBA has apportioned \$360.
- **Client Relationship Management Software - \$450** – This expense represents an apportionment of LAEDA's licensing fee of its CRM to the project for use in recording client counseling engagements and managing client movement through the program.
- **Payroll Fees - \$576** – This expense represents the apportionment of payroll fees incurred by both organizations for payroll processing. LAEDA has apportioned \$326 and CBA \$250.
- **Printing & Marketing Materials - \$2,000** – This expense represents the purchase of these materials for the promotion and execution of the project. This will be managed by CBA.
- **Special Events Hosting (Kickoff Event) - \$5,000** – This expense represents the cost of producing and hosting of Program Kickoff Event. CBA will staff and produce the event.
- **Travel - \$525** – This expense represents travel expense for the use of personal vehicles in the execution of the project. LAEDA has specified \$275 and CBA \$250.
- **Consultant/Instructors – Training - \$600** – This expense represents the cost of instructional fees to be paid to consultants to provide instruction through LAEDA's Getting Started in Procurement program.
- **Apple iPad or Android Tablets - \$2,400** – This expense represents the purchase of 6 tablets at cost of \$400 each, for use by street teams to process "claimed" listings in the Business Directory. CBA will manage this purchase.



Buy Camden Initiative



Budget

Income		Budget
Funding Sources		
Government Contracts		
City of Camden		183,069.00
		-
Total Government Contracts		183,069.00
Total Income		183,069.00
Expenses		Budget
Personnel		
Salaries		
Operations - President & CEO		3,500.00
Operations - Office Administrator		2,000.00
Business Svcs. - Program Manager		5,000.00
Business Svcs. - Camden Verified Coordinator		40,000.00
WBC - Program Manager		5,000.00
WBC - Assistant Program Manager - Counseling		5,000.00
CBA - Marketing - Street Team Leader - P/T		6,000.00
CBA - Marketing - 8 P/T Team Members @ \$18/hr		7,200.00
CBA - Anchor Relations (ICC/WBC)/Program Manager - F/T		37,500.00
Total Salaries		111,200.00
Employer Contributions & Fringe Benefits		
Payroll Taxes - Employer Match - 9%		10,008.00
Fringe Benefits - Health & Dental Insurance		7,200.00
Total Employer Contributions & Fringe Benefits		17,208.00
Total Personnel Expense		128,408.00
Operating Expenses		
CBA - Social Media Services (Branding & Promotion)		21,000.00
CBA - Web Development/Portal Webmaster		21,500.00
LAEDA - Email Marketing Subscription		250.00
CBA - Email Marketing Subscription		360.00
LAEDA - Client Relationship Management Software		450.00
LAEDA - Payroll Fees		326.00
CBA - Payroll Fees		250.00
CBA - Printing & Marketing Materials		2,000.00
CBA - Special Events Hosting (Kick-off)		5,000.00
CBA - Travel		250.00
LAEDA - Travel		275.00
LAEDA - Consultants/Instructors - Training		600.00
CBA - Street Team - Ipads/Tablets - 6@\$400each		2,400.00
Total Operating Expense		54,661.00
Total Project Expenses		183,069.00

Outputs and Outcomes Metrics

Buy Camden Initiative Outputs Outcomes Table

Outputs/Outcomes Table

Investments		Outputs
Marketing Investments		
- CBA Street Team	17,163.00	- 50 - 100 Contacts with Businesses - 50 - 100 of BuyCamden.com business listings claimed
- BuyCamden Kickoff Event	5,000.00	- 100 Camden Businesses in Attendance - 2 media articles/news coverage
- Social Media Services/Marketing Materials, etc.	23,360.00	- 1000 impressions on CBA BuyCamden Social Media Postings - 75 - 100 Inquiries into Camden Verified Program (fillout Camden Verified Application Form) - 100 - 250 attendees at BuyCamden related events and trainings - 1 Produced Commercial
- Web Development/Portal Webmaster	21,500.00	- 50 user accounts created - 2 features added to WeBuyCamden.com (events/procurement portal) - 250 unique visits to website
Total	\$ 67,023.00	
Programmatic Investments		
- Invest Camden Council - staffing and support	41,000.00	- 4 R&D Meetings Completed with target buying entities - 4 ICC Members Recruited - 30 Purchasing Opportunities Posted to BuyCamden.com - 3 ICC meetings held
- Camden Verified - Staffing & Support	75,046.00	- 4 R&D Meetings Completed with target buying entities - 150 - 200 Inquires into Camden Verified Program - 75 - 100 initial consultations with applicants - 50 - 75 begin verification process - 40 - 60 attain the Camden Verified Status - 1 - Getting Started in Procurement Series hosted - 4 - Procurement Capacity Building Seminars (Certifications, Capability Statements, Finance, etc.)
Total	116,046.00	

Outcomes - Year 1

- 40 - 60 businesses have attained the Camden Verified Status
- **Tier 1 Outcomes**
 - 4 - 8 transactions completed or
 - \$5,000 in purchases made from Camden-based businesses
- **Tier 2 Outcomes**
 - 2 - 4 transactions completed or
 - \$15,000 in purchases made for Camden-based businesses
- **Tier 3 Outcomes**
 - 1 - 2 transactions completed or
 - \$25,000 in purchases made for Camden-based businesses

Outcomes - Year 2

- 40 - 60 additional businesses have attained the Camden Verified Status total of 80 - 120 project to date
- **Tier 1 Outcomes**
 - 10 transactions completed or
 - \$9,000 in purchases made from Camden-based businesses
- **Tier 2 Outcomes**
 - 8 transactions completed or
 - \$23,000 in purchases made for Camden-based businesses
- **Tier 3 Outcomes**
 - 3 transactions completed or
 - \$45,000 in purchases made for Camden-based businesses

DB:dh
08-09-22

A-19

**RESOLUTION APPROVING THE RELEASE OF PERFORMANCE GUARANTY IN
THE AMOUNT OF \$39,600.00 TO BRANCH VILLAGE ASSOCIATES, LLC-PHASE II,
NORTHEAST FERRY AVENUE AND 9TH STREET, BLOCK 551, LOT 1**

WHEREAS, a request has been received by the City of Camden ("City") from Branch Village Associates, LLC the developer for the project known as Phase 3, Northeast Ferry & 9th Street (Block 551, Lot 1), seeking the respective release of the amount required to be posted under the Performance Guaranty in the amount of \$39,600.00; and

WHEREAS, the project at, Northeast Ferry & 9th Street- Phase II (Block 551, Lot 1) is completed and has requested the City of Camden to release Branch Village Associates, LLC guarantees under said Performance and Maintenance Guaranties; and

WHEREAS, the City Planning Board's Engineer, Remington & Vernick Engineers (R&V"), has reviewed the developer's request. As detailed in its June 29, 2022 letter to the City, after R&V's inspection of the Project it recommends: (1) the release of \$39,600.00 of the original amount required to be posted by Branch Village Associates, LLC under its Performance Guaranty, contingent upon the payment of all outstanding R&V vouchers; and (2) the activation of the Maintenance Guarantee in the amount of \$5,940.00, representing 15% of the construction cost amount to be held for a period of two (2) years; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that, for all the reasons set forth above, the authorized City of Camden officials are hereby authorized and directed to release **Thirty-Nine Thousand Six Hundred Dollars (\$39,600.00)** of the original amount required to be posted by Branch Village Associates, LLC under its Performance Guaranty; and the activation of the Maintenance Guarantee in the amount of \$5,940.00, representing 15% of the construction cost amount to be held for a period of two (2) years.

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

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: August 9, 2022

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

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

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: A Resolution approving the release of a performance guarantee in the amount of \$39,600.00 for Branch Village Assoc., LLC – Phase II, Northeast Ferry Ave and 9th St, Block 551, Lot 1 for the completion of said housing project.

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve the release of the performance guarantee conditioned upon the posting of a Landscape Buffer Maintenance Guarantee in the amount of \$5,940.00 and the payment of all outstanding bills for Remington and Vernick and Planning Board Attorney bills.

BIDDING PROCESS: N/A

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

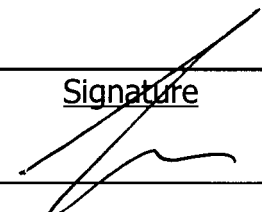
APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$39,600.00



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:	6-30-22	
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
☐ CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	6/20/22	
Received by City Attorney:	7/28/22	

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

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

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

(Name) Please Print

(Extension #)

Prepared By:

Contact Person:

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

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

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



**REMINGTON
& VERNICK
ENGINEERS**

RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

June 29, 2022

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

**Re: City of Camden
Branch Village Assoc., LLC - Phase II
Northeast Ferry Ave. & 9th St.
Block 551, Lot 1
Performance Guarantee Release
Our File #04-08-I-834**

Dear Dr. Williams:

At the request of the applicant, our office has conducted an inspection to the above-referenced project. Based upon our investigation and in accordance with the new regulations, we recommend the release of the Landscape Buffer Performance Guarantee established in the amount of **\$39,600.00**.

Prior to the release, we also recommend the posting of the Landscape Buffer Maintenance Guarantee established in the amount of **\$5,940.00**. The amount represents 15% of the Performance Guarantee, which will be held for a period of two (2) years.

The release of the Performance Guarantee is contingent upon the payment of all-outstanding Remington & Vernick Engineers' Vouchers. If you should have any questions, please contact Steven D. Fini, Regional Field Supervisor, at 856-795-9595.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

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

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

LC:DMJ:sdf

cc:: Orion Joyner, PE, CME, Senior Municipal Engineer
Angela Miller, Planning Board Secretary; <AnMiller@ci.camden.nj.us>
Luis Pastoriza, M.S.M, R.M.C., C.M.R
Nicholas Cangelosi, Michaels Development Co., P.O. Box 90708, Camden, NJ 08101; <ncangelosi@tmo.com>

DB:dh
08-09-22

R-20

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

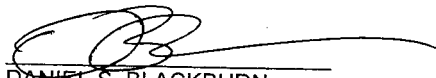
BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the grant from the Delaware Valley Regional Planning Commission in the amount of \$24,000.00.

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: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: August 9, 2022

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

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

Department Making Request: Planning and Development

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

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve the acceptance of a grant from the Delaware Valley Regional Planning Commission in the amount of \$24,000.00. The purpose of this grant is to reimburse staffing costs for DPD staff to attend DVPRC meetings.

BIDDING PROCESS: N/A

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

APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$24,000.00

☐ **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>7/6/22</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>7/9/22</u>	<u>[Signature]</u>
Received by City Attorney:	<u>7/28/22</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****

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******



Member Government Agreement

Amount: \$24,000

No. 23-61-060

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 _____, 20____, by and between the Delaware Valley Regional Planning Commission (COMMISSION), a body politic and corporate, created and vested sovereign immunity by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall - West, 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. 23-61-060, "City of Camden Supportive Regional Highway

Planning Program” as part of the COMMISSION’s Fiscal Year 2023 Unified Planning Work Program, which is effective July 1, 2022, 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 2023 Unified Planning Work Program description entitled, “City of Camden Supportive Regional Highway Planning Program”; and (4) Exhibit C, Budget Proposal. Exhibit A, Exhibit B, and Exhibit C are attached hereto and are incorporated by reference.

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

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

Section 2: PROJECT Funding

2.1 The total PROJECT budget shall be Twenty-Four Thousand Dollars (\$24,000) with approved funding as follows:

Funds Provided by AGENCY: \$24,000

SUBRECIPIENT Local Match: \$0

Total Amount: \$24,000

Agency	Source of Funds	Date	Amount
New Jersey Department of Transportation	Federal Highway Administration	July 1, 2022	\$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, 2022, the effective date of the COMMISSION's Fiscal Year 2023 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, 2023.

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

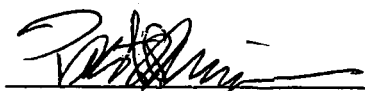
(SEAL)

By: _____
Barry Seymour, Executive Director

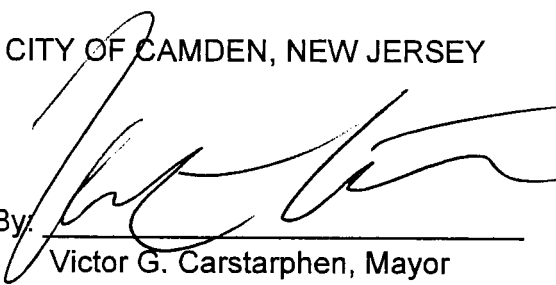
Date: _____

ATTEST/WITNESS:

CITY OF CAMDEN, NEW JERSEY



Luis Pastoriza, City Clerk
(SEAL)

By: 

Victor G. Carstarphen, Mayor

Date: _____

Federal Information:

Type of Grant: Department of Transportation (FHWA)
Program: Highway Planning and Construction
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: June 2022

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Article 1: Responsibilities and Services of the SUBRECIPIENT

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

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

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

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

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

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

Article 2: Assignability

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

Article 3: Oversight

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

Article 4: Responsibilities of the COMMISSION

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

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

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

Article 5: Changes and Amendments

- 5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this AGREEMENT and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the SUBRECIPIENT.
- 5.2 No modifications, changes, corrections, and/or additions to this AGREEMENT shall be binding unless approved in writing by an authorized representative of the COMMISSION.

The COMMISSION may issue Authorization letters or written approval for the following instances:

- (i) When the SUBRECIPIENT's request for a budget reallocation of greater than 5% of the total PROJECT costs is approved.
 - (ii) When the SUBRECIPIENT's request for a budget increase that does not exceed 5% of the total PROJECT costs.
 - (iii) When the SUBRECIPIENT's request for an extension of the completion date as outlined in Section 5: Time of Performance of the AGREEMENT is approved.
 - (iv) When the SUBRECIPIENT's request for modifications, changes and/or clarifications to the Scope of Services which do not substantively alter the PROJECT and/or services to be performed is approved.
- 5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT will require a formal AGREEMENT amendment to

increase or decrease the dollar amount, the term, or other principal provisions of this AGREEMENT.

- 5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this AGREEMENT. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.
- 5.5 Copies of either or both amendments to the AGREEMENT and letters authorizing changes will be attached to the original of this AGREEMENT and to each copy. Such letters and amendments will then become a part thereof.
- 5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the AGREEMENT number.
- 5.7 All requests along with supporting documentation for any modifications, changes, corrections, and/or additions to this AGREEMENT shall be in writing at least 45 days in advance of when the request should take effect and sent to the COMMISSION's authorized agent:

Jason Crouch
Procurement Manager
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520
jcrouch@dvrpc.org

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

Article 6: Compensation and Method of Payment

- 6.1 SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org. 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.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

2. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this

contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

3. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the SUBRECIPIENT or the **FHWA, FTA, and/or FAA**, as appropriate, and will set forth what efforts it has made to obtain the information.
4. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the SUBRECIPIENT will impose such contract sanctions as it or the **FHWA, FTA, and/or FAA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
5. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the SUBRECIPIENT to enter into any litigation to protect the interests of the SUBRECIPIENT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.2 APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of the **COMMISSION's Unified Planning Work Program**, and the policies and procedures prescribed by the **FHWA, FTA, and/or FAA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto **SUBRECIPIENT** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **SUBRECIPIENT** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on **SUBRECIPIENT**, its successors and assigns.

SUBRECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that **SUBRECIPIENT** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

12.3 APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by **DVRPC** pursuant to the provisions of Assurance 7(a):

- A. The (*grantee, lessee, permittee, etc. as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [*in the case of deeds and leases add "as a covenant running with the land"*] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.4 APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **DVRPC** pursuant to the provisions of Assurance 7(b):

- A. The (*grantee, licensee, permittee, etc., as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (*in the case of deeds and leases add, "as a covenant running with the land"*) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (*grantee, licensee, lessee, permittee, etc.*) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.

12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 12.6 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition

Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid SUBRECIPIENTS, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Article 13: Interest of Members of the COMMISSION and Others

- 13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this AGREEMENT or the proceeds thereof.

Article 14: Interest of the SUBRECIPIENT

- 14.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this AGREEMENT. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

Article 15: Interest of Members of Congress

- 15.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT, or to any benefit therefrom.

Article 16: Audit and Inspection of Records

- 16.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this AGREEMENT in accordance with generally accepted accounting principles and procedures. All costs charged against this AGREEMENT shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractor to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this AGREEMENT. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this AGREEMENT, are subject to audit by the COMMISSION.
- 16.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.

- 16.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this AGREEMENT for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period.
- 16.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.
- 16.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this AGREEMENT.

Article 17: Identification of Documents

- 17.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or a policy of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 18: Publicity

- 18.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION's Office of Communications and Engagement. Press release and public dissemination requests should be sent to public_affairs@dvrpc.org. 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 2023 Unified Planning Work Program Description
entitled "City of Camden Supportive Regional Highway Planning Program"**

PROJECT: 23-61-060 City of Camden - Supportive Regional Highway Planning Program

Responsible Agency: Delaware Valley Regional Planning Commission

Program Coordinator: Kwan Hui

Project Manager: Patricia Elkis

Goals:

Improve the efficiency of the region's transportation network by participating in subregional transportation planning efforts.

Description:

Manage and maintain the general administration of the program and maintain coordination and cooperation with federal, state, regional, and local agencies. Maintain public participation in the transportation planning process. Identify, prioritize, and analyze a capital program of federal and state-funded transportation improvements reflecting local input and coordination with state and regional agencies. Monitor implementation of the capital improvements. Assess impact of proposed land use on transportation facilities and recommend Camden City's position on certain regional transportation improvements and programs. Maintain and update data files required for the comprehensive transportation planning effort. Monitor various transportation indicators (e.g., traffic counts and turning movements). Retrieve and disseminate information as required.

Tasks:

Task I - Administration

1. Perform general and contract administrative duties.
2. Prepare quarterly progress reports, expenditure reports, annual completion report, and participate in the development of the DVRPC Planning Work Program and Camden City SRHPP for the next fiscal year.
3. Perform public participation as appropriate.
4. Review transportation reports and correspondence and provide feedback.
5. Attend meetings, including DVRPC monthly RTC meetings, quarterly progress report meetings, Planning Work Program meetings, and special meetings as required. Present data to Camden City for its use.
6. Respond to information requests.
7. Conduct interagency liaison and coordination.
8. Attend Training Modules, Workshop, and Seminars – CEU opportunities.

Task II - Transportation Improvement Program

1. Monitor Federal Aid and STATE-DVRPC Program progress.
2. Maintain and inventory TIP projects and update project status. Maintain channels of communication with DVRPC, NJDOT, and the public regarding project status.
3. Participate and assist in the TIP update and maintenance processes.
4. Review and provide feedback on NJDOT Capital Program Screening Committee

- (CPSC) and Capital Program Committee (CPC) project requests
5. Participate in project selection and evaluation processes, as appropriate.

Task III – Transportation Plan Maintenance

1. Monitor and evaluate the impact of proposed land development on existing and proposed highway and transit facilities.
2. Monitor certain state improvements.

Task IV - Transportation Planning Data and Analysis

1. NJDOT's Safety Voyager or NJDHTS's Numetric Crash Analysis tool. Maintain data supplied by NJDOT as a data source for transportation planning effort.
2. Maintain information on roadways and bridges, such as condition, cartway width, rights of way, age, etc.
3. Attend DVRPC IREG, future Imagery Acquisition, and other steering committee meetings.

Products:

1. Quarterly progress and expenditure reports.
2. Brief reports on meetings and seminars attended related to highway planning.
3. Annual completion report.
4. SRHPP for the subsequent fiscal year.
5. Adopted Transportation Improvement Program
6. City project proposals for consideration in next fiscal year's UPWP, if available.

Beneficiaries:

Camden City, Camden County, residents, businesses, and the region.

Project Cost and Funding:

FY	Total	Highway Program	Transit Program	Comprehensive Planning	Other *
2022	\$30,000	\$0	\$0	\$0	\$30,000
2023	\$24,000	\$0	\$0	\$0	\$24,000

* NJ TIP - DB #X30A - \$24,000 STBGP-PHILA

Exhibit C

Budget Proposal

DATE SUBMITTED: 6/15/22

1. DIRECT LABOR- Specify employee name and title	# Hours	Hourly Rate	Estimated Cost (FOR ALL TASKS)
Edward C. Williams, Director	183	\$ 54.19	\$ 9,916.77
June Morton, Adminstrative Analyst	241	\$ 39.81	\$ 9,594.21
Angela Miller, Administrative Secretary	100	\$ 44.91	\$ 4,491.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUB-TOTAL			\$ 24,001.98
2. FRINGE & OVERHEAD:	Rate	Base	Estimated Cost
Fringe		\$ 24,001.98	\$ -
Overhead		\$ 24,001.98	\$ -
SUB-TOTAL			\$ -
TOTAL DIRECT LABOR, FRINGE & OVERHEAD			\$ 24,001.98
3. NONLABOR EXPENSES:			Estimated Cost
Materials/Supplies			
Travel (max of 15% of budget total)			
Training			
SUB-TOTAL			\$ -
FY 23 UPWP BUDGET TOTAL			\$ 24,000.00
LESS: MATCH AMOUNT			\$ -
REMAINING			\$ 24,000.00

DB:dh
08-09-22

R-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 local 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: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: August 9, 2022

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

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

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: A Resolution accepting a grant in the amount of \$20,800.00 for the Transit Support Program from the Delaware Valley Regional Planning Commission.

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve the acceptance of a grant from the Delaware Valley Regional Planning Commission in the amount of \$20,800.00. The purpose of this grant is to reimburse staffing costs for DPD staff to attend DVPRC meetings relative to transit and infrastructure related issues.

BIDDING PROCESS:N/A

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

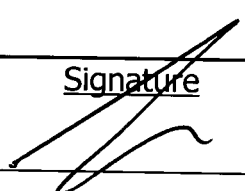
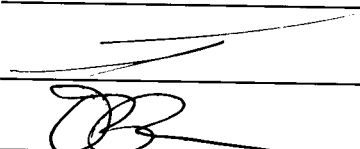
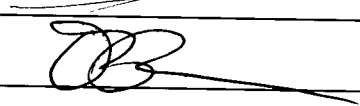
APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$20,800.00



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>7/8/22</u>	<u></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>7/9/22</u>	<u></u>
Received by City Attorney:	<u>7/28/22</u>	<u></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****

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*****



Member Government Agreement

Amount: \$36,747

No. 23-63-025

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 _____, 20____, by and between the Delaware Valley Regional Planning Commission (COMMISSION), a body politic and corporate, created and vested sovereign immunity by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall - West, 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. 23-63-025, "City of Camden Transit Planning Program" as part of

the COMMISSION's Fiscal Year 2023 Unified Planning Work Program, which is effective July 1, 2022, 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 2023 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: \$36,747

Agency	Source of Funds	Date	Amount
New Jersey Department of Transportation	Federal Transit Administration	July 1, 2022	\$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, 2022, the effective date of the COMMISSION's Fiscal Year 2023 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, 2023.

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

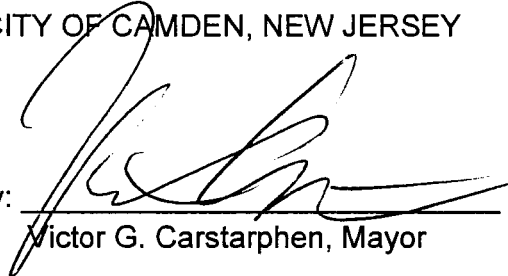
Date: _____

ATTEST/WITNESS:

CITY OF CAMDEN, NEW JERSEY



Luis Pastoriza, City Clerk
(SEAL)

By: 

Victor G. 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: June 2022

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Article 1: Responsibilities and Services of the SUBRECIPIENT

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

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

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

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

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

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

Article 2: Assignability

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

Article 3: Oversight

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

Article 4: Responsibilities of the COMMISSION

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

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

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

Article 5: Changes and Amendments

- 5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this AGREEMENT and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the SUBRECIPIENT.
- 5.2 No modifications, changes, corrections, and/or additions to this AGREEMENT shall be binding unless approved in writing by an authorized representative of the COMMISSION.

The COMMISSION may issue Authorization letters or written approval for the following instances:

- (i) When the SUBRECIPIENT's request for a budget reallocation of greater than 5% of the total PROJECT costs is approved.
 - (ii) When the SUBRECIPIENT's request for a budget increase that does not exceed 5% of the total PROJECT costs.
 - (iii) When the SUBRECIPIENT's request for an extension of the completion date as outlined in Section 5: Time of Performance of the AGREEMENT is approved.
 - (iv) When the SUBRECIPIENT's request for modifications, changes and/or clarifications to the Scope of Services which do not substantively alter the PROJECT and/or services to be performed is approved.
- 5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT will require a formal AGREEMENT amendment to

increase or decrease the dollar amount, the term, or other principal provisions of this AGREEMENT.

- 5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this AGREEMENT. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.
- 5.5 Copies of either or both amendments to the AGREEMENT and letters authorizing changes will be attached to the original of this AGREEMENT and to each copy. Such letters and amendments will then become a part thereof.
- 5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the AGREEMENT number.
- 5.7 All requests along with supporting documentation for any modifications, changes, corrections, and/or additions to this AGREEMENT shall be in writing at least 45 days in advance of when the request should take effect and sent to the COMMISSION's authorized agent:

Jason Crouch
Procurement Manager
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520
jcrouch@dvrpc.org

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

Article 6: Compensation and Method of Payment

- 6.1 SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org. 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.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

2. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this

contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

3. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the SUBRECIPIENT or the **FHWA, FTA, and/or FAA**, as appropriate, and will set forth what efforts it has made to obtain the information.
4. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the SUBRECIPIENT will impose such contract sanctions as it or the **FHWA, FTA, and/or FAA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
5. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the SUBRECIPIENT to enter into any litigation to protect the interests of the SUBRECIPIENT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.2 APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of the **COMMISSION's Unified Planning Work Program**, and the policies and procedures prescribed by the **FHWA, FTA, and/or FAA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto **SUBRECIPIENT** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **SUBRECIPIENT** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on **SUBRECIPIENT**, its successors and assigns.

SUBRECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that **SUBRECIPIENT** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

12.3 APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by **DVRPC** pursuant to the provisions of Assurance 7(a):

A. The (*grantee, lessee, permittee, etc. as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [*in the case of deeds and leases add "as a covenant running with the land"*] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.4 APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by DVRPC pursuant to the provisions of Assurance 7(b):

- A. The (*grantee, licensee, permittee, etc., as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (*in the case of deeds and leases add, "as a covenant running with the land"*) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (*grantee, licensee, lessee, permittee, etc.*) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, DVRPC will there upon revert to and vest in and become the absolute property of DVRPC and its assigns.

12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 12.6 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition

Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid SUBRECIPIENTS, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Article 13: Interest of Members of the COMMISSION and Others

- 13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this AGREEMENT or the proceeds thereof.

Article 14: Interest of the SUBRECIPIENT

- 14.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this AGREEMENT. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

Article 15: Interest of Members of Congress

- 15.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT, or to any benefit therefrom.

Article 16: Audit and Inspection of Records

- 16.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this AGREEMENT in accordance with generally accepted accounting principles and procedures. All costs charged against this AGREEMENT shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractor to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this AGREEMENT. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this AGREEMENT, are subject to audit by the COMMISSION.
- 16.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.

- 16.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this AGREEMENT for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period.
- 16.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.
- 16.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this AGREEMENT.

Article 17: Identification of Documents

- 17.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or a policy of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 18: Publicity

- 18.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION's Office of Communications and Engagement. Press release and public dissemination requests should be sent to public_affairs@dvrpc.org. 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 2023 Unified Planning Work Program Description
entitled "City of Camden Transit Planning Program"**

PROJECT: 23-63-025 City of Camden Transit Planning Program

Responsible Agency:

Program Coordinator: Amy Bernknopf

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 *
2023	\$36,747		\$20,800		\$15,947

*\$15,947 Local Match (\$5,200 for 23-63-025, \$10,747 for special studies projects)

Exhibit C

Budget Proposal

FY 23 BUDGET PROPOSAL



ENTITY NAME: City of Camden
PROJECT NUMBER: 23-63-025
SUBMITTED BY (name and title): Edward Williams
DATE SUBMITTED: 6/15/22

1. DIRECT LABOR- Specify employee name and title	# Hours	Hourly Rate	Estimated Cost
			(FOR ALL TASKS)
Edward C. Williams, Director	110	\$ 54.19	\$ 5,960.90
Orion Joyner, Senior Engineer	100	\$ 59.60	\$ 5,960.00
Jose Mendez, Senior Engineering Aide	298	\$ 31.88	\$ 9,500.24
Tytanya Ray, Contract Administrator I	100	\$ 50.40	\$ 5,040.00
Stephanie Walker, Administrative Clerk	100	\$ 28.03	\$ 2,803.00
Angela Miller, Administrative Secretary	100	\$ 44.91	\$ 4,491.00
			\$ -
			\$ -
			\$ -
			\$ -
SUB-TOTAL			\$ 33,755.14
2. FRINGE & OVERHEAD:	Rate	Base	Estimated Cost
Fringe		\$ 33,755.14	\$ -
Overhead		\$ 33,755.14	\$ -
SUB-TOTAL			\$ -
TOTAL DIRECT LABOR, FRINGE & OVERHEAD			\$ 33,755.14
3. NONLABOR EXPENSES:	Estimated Cost		
Materials/Supplies			
Travel (max of 15% of budget total)	\$ 991.86		
Training	\$ 2,000.00		
SUB-TOTAL			\$ 2,991.86
FY 23 UPWP BUDGET TOTAL			\$ 36,747.00
LESS: MATCH AMOUNT			\$ (15,947.00)

DB:dh
08-09-22

R-22

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO
HERBERT, ROWLAND & GRUBIC, INC. ("HRG") FOR A STORMWATER UTILITY
FUND FEASIBILITY STUDY IN THE CITY OF CAMDEN (RFP #22-05)
IN THE AMOUNT OF \$67,000.00**

WHEREAS, the City of Camden has a need to acquire services for the Stormwater Utility Fund Feasibility Study for the City of Camden; and

WHEREAS, pursuant to a Request for Proposals, the lowest, responsible and only proposal was submitted by HRG, for an amount not to exceed SIXTY-SEVEN THOUSAND DOLLARS (\$67,000.00) for period of one (1) year; and

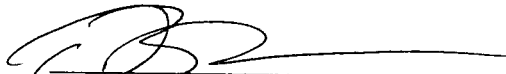
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden under line item(s) "2-01-661-906", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers of the City of Camden are hereby authorized to execute a contract with HRG, for an amount not to exceed SIXTY-SEVEN THOUSAND DOLLARS (\$67,000.00) for the Stormwater Utility Fund Feasibility Study for the City of Camden, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: HRG

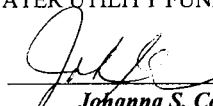
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 2-01-661-906
AMOUNT: \$67,000.00
- APPROPRIATION RESERVE:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT:
AMOUNT
- CAPITAL ORDINANCE
AMOUNT: \$
- TRUST ACCOUNT:
AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$67,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION:
AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO HRG
FOR THE STORMWATER UTILITY FUND FEASIBILITY
STUDY IN THE CITY OF CAMDEN.



Johanna S. Conyer
Director of Finance
Date: 7/18/22

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: Next Scheduled

TO: Timothy J. Cunningham, Business Administrator

DATE: July 13, 2022

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the award of a Professional Services contract to HRG *Je* for a Stormwater Utility Fund Feasibility Study in the City of Camden.

BRIEF DESCRIPTION OF ACTION: On March 29, 2022, The Division of Capital Improvements and Project Management, in conjunction with Purchasing Bureau, received four (4) proposals for the above listed project. Award of a contract to HRG, the highest ranking submitter, is recommended subject to the opinions of the City Attorney's Office and the Bureau of Purchasing.

BIDDING PROCESS: RFP#22-05

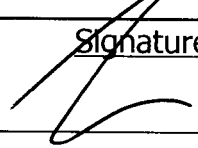
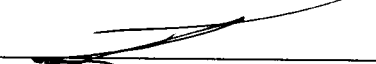
APPROPRIATION ACCOUNT(S): 2-01-661-906

AMOUNT: TOTAL \$67,000.00



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

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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>7/13/22</u>	<u></u>
Approved by Grants Management:	<u> </u>	<u> </u>
Approved by Finance Director:	<u>7/14/22</u>	<u></u> (If applicable)
☒ CAF - Certifications of Availability of Funds	<u>7/19/2022</u>	<u></u>
Approved by Purchasing Agent:	<u>7/20/22</u>	<u></u>
Approved by Business Administrator:	<u>7/20/22</u>	<u></u>
Received by City Attorney:	<u>7/27/22</u>	<u></u>

(Name) Please Print

(Extension #)

Prepared By: Tytanya Ray

7680

Contact Person: Orion Joyner

7680

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

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

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

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

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

Municipality	City of Camden

Professional Service or EUS Type	Professional Services- Feasibility Study
Name of Vendor	HRG
Purpose or Need for service:	A Stormwater Utility Fund Feasibility Study in the City of Camden.
Contract Award Amount	\$67,000.00
Term of Contract	
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	Proposals Received RFP #22-05
Were other proposals received? If so, please attach the names and amounts for each proposal received?	YES

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.

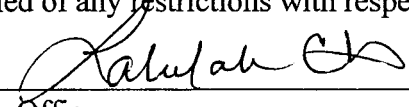
The Chief Financial Officer affirms that there is adequate funding available for this personnel action.

J-01-661-906



Chief Financial Officer Signature

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



Certifying Officer

Date 7/19/2022

For LGS use only:

☐ Approved

☐ Denied

Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____

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

REQUISITION

NO.

C2201010

S
H
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O

PLANNING & DEVELOPMENT
DIVISION OF CAPITAL IMPROVEMTS
520 MARKET ST. 3RD FL RM 325
CAMDEN, NEW JERSEY 08101

V
E
N
D
O
R

UNKNOWN VENDOR
, NJ

VENDOR #: UNK01

ORDER DATE: 06/15/22
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AWARD OF PROFESSIONAL SERVICES CONTRACT FOR A STORMWATER UTILITY FUND FEASIBILITY STUDY IN THE CITY OF CAMDEN. <i>NRG</i> ~~SUBURBAN CONSULTING ENGINEERS OF KING OF~~ ~~BRUSSTA, PA.~~	2-01- -661-906	67,000.0000	67,000.00
			TOTAL	67,000.00

Approved:

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

Department Head

Date

Receiver of Goods

Date

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

**Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form**

Department: Planning & Development Initial: 7/13/2022
Capital Improvements/Project Management

Grant Administrator: Tytanya C. Ray Grant Administrator #: 757-7628

Grant/Project Name:		Stormwater Utility Fund Feasibility Study					
Grant #:		N/A					
City Contract Date:		pending		City Contract #:		pending	
Application Resolution #:				Appropriation Code #:		2-01-661-906	
Funding Source:		Professional Services Capital Account					
Pass Through:	Y	N	Source:				
Amount of Grant:		\$67,000.00					
Local Match:	N	N	Cash:		In-Kind		
Budget Insertion Resolution # & Date:		N/A		Accepting Grant Resolution # MC:		N/A	
Term of Grant:				Location of Activity:		Various	
Date of Analysis:		7/13/22		Reviewed By:		Tytanya C. Ray	

Summary: 7/13/2022: Seeking Council approval to award a Professional Services contract to HRG, in the amount of \$67,000.00 for a Stormwater Utility Fund Feasibility Study in the City of Camden.

Project Limits: VARIOUS
Street From To

Timelines: pending

Problem Areas/Recommendations: Pending

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)



SUBURBAN
CONSULTING
ENGINEERS, Inc.

March 29, 2022

City of Camden
City Hall, 520 Market Street,
Camden, NJ 08102

ATTN.: Lateefah Chandler, Purchasing Agent

**RE.: PROFESSIONAL SERVICES FOR A STORMWATER UTILITY FUND FEASIBILITY
STUDY, RFP #22-05**

Dear Ms. Chandler:

The HRG/SCE Team recognizes that Camden is at a transformational period of changing how stormwater services are managed and funded as you consider establishing a separate stormwater utility fund. An efficient and functional Feasibility Study can be paramount in aiding City officials and staff in making informed decisions to enhance cost effective sustainability of this infrastructure. We have assembled a joint team with a specialty focus on stormwater, municipal planning, funding, utility operations, and community knowledge to deliver a useful and implementable stormwater management plan

Considering a new stormwater utility requires specific community and state-wide knowledge, with a keen understanding of stormwater utilities. To best support the City in this effort, we developed an impressive project team for your consideration. **Herbert, Rowland & Grubic, Inc. (HRG)** brings expert knowledge in stormwater utility development as we have aided and helped more than 150 municipalities in the Mid-Atlantic area consider implementing a stormwater utility and/or regional stormwater management solutions. **Suburban Consulting Engineers, Inc. (SCE)**, a New Jersey-based Woman-Owned firm, brings **local knowledge of the City of Camden**, combined and separate sewer experience, state and federal funding opportunities, and knowledge of New Jersey regulations/ municipal financing. Realizing stormwater utilities are relatively new to the State of New Jersey, we have also included **Diane Alexander of Maraziti Falcon, LLP** on our team. Diane specializes in environmental policies and stormwater legislation and is prepared to support our Team and the City's legal counsel in ensuring recommendations fit within the State's legislation.

The Project team is aware that the feasibility of a new utility for the City of Camden should include considerations of the City's specific practices and revenue streams and the HRG /SCE Team is prepared to guide the City through these considerations. The compiled project team also delivers our vast experience in combined sewer systems and understanding of the Camden County Municipal Utility Authority's Long Term Control Plan. This document offers financial considerations to be included as part of the feasibility analysis that will allow the City to make informed decisions

Through our experience with Camden we also understand that the level of public participation may not be as active as our experience with other municipalities. The HRG/ SCE Team is prepared to address inquiries from stakeholders and property owners questioning the benefits and fees for services which were

previously funded through other mechanisms. Further with the vast redevelopment efforts being made by the City we would expect to field questions from developers which our team would be prepared to answer. We understand that approximately 60% of the City's real estate is considered tax-exempt including various PILOT projects. This can be a large benefit to the City if they are able to collect additional fees from these properties but also can require further review of these agreements to be considered in feasibility. As stated, our team includes Diane Alexander, who participated in the drafting of legislation relevant to connection fees and stormwater utilities within New Jersey. Diane will assist the City and project team in navigating complexities of the City's revenue sources, redevelopment agreements and large percentage of tax exempt properties.

The HRG/SCE Team are experienced and knowledgeable professionals with backgrounds in a vast range of utility management, engineering, government financing, GIS mapping, planning, and related services. This knowledge will enable our team to work **holistically with elected officials, municipal staff, public, and additional community-based partners** to develop a plan that furthers the community's future vitality and reliable municipal service. Within our proposal, you will see reference to a few relevant projects, including our experience facilitating feasibility studies for stormwater utility implementation. Four of the most recent projects are:

- Dauphin County Regional Stormwater Program (Harrisburg PA area)
- WVSA Stormwater Management Cooperation (Wilkes-Barre area)
- Scranton Stormwater Utility Feasibility Study and Implementation
- Norristown Stormwater Utility Implementation

Our work will include considering the benefits and feasibility of using a separate stormwater utility fund to address the current and future stormwater program and associated needs. A complete project approach and detailed scope of services are enclosed. The enclosed scope reflects the Municipality's RFP; however, we would be pleased to discuss a streamlined scope and fee with you, which has been successful for many other clients who have balanced fee implementation with public education and outreach.

We are eager to work hand in hand with you to support Camden. Should you have any questions concerning our proposal, including the scope of services or the cost, please feel free to contact us to discuss in greater detail. We appreciate the opportunity to provide the City of Camden with professional services in this capacity, and we look forward to working with you on this project.

Adrienne M. Vicari

Adrienne M. Vicari P.E.

Herbert, Rowland & Grubic, Inc. (HRG)
Practice Area Leader | Financial Services
717.564.1121
avicari@hrg-inc.com

Erin B. Abline

Erin B. Abline, PE, CME, CFM

Suburban Consulting Engineers, Inc. (SCE)
Municipal Services Department Manager
973.229.6436
eabline@suburbanconsulting.com



SUBURBAN
CONSULTING
ENGINEERS, L.P.

March 29, 2022

City of Camden
City Hall, 520 Market Street,
Camden, NJ 08102

Dear Ms. Chandler:

In accordance with RFP #22-05 Professional Services for A Stormwater Utility Fund Feasibility Study, we are providing the following Cost Proposal information in this separately sealed document.

Our project team is proposing to perform the Scope of Services outlined in the Request for Proposal for a "Lump Sum" Fee of \$67,000 on a time and materials basis plus reimbursable out of pocket expenses.

The \$67,000 is allocated as follows:

Herbert, Rowland & Grubic, Inc. - \$38,000
Suburban Consulting Engineers, Inc. - \$26,000
Maraziti Falcon, LLP - \$3,000

Please find our team's hourly billing rates on the following pages.

Thank you for the opportunity to submit our proposal and if you have any questions or need additional information, please contact me at 717.564.1121 or avicari@hrg-inc.com.

Sincerely,

Adrienne M. Vicari P.E.
Herbert, Rowland & Grubic, Inc. (HRG)
Practice Area Leader | Financial Services
717.564.1121
avicari@hrg-inc.com



Herbert, Rowland & Grubic, Inc.
Engineering & Related Services

AN EMPLOYEE-OWNED COMPANY

2022 HRG RATES	
BILLING CATEGORIES	RANGE
Administration I	\$55 - \$70
Administration II	\$70 - \$85
Environmental Scientist I	\$85 - \$110
Environmental Scientist II	\$110 - \$135
Senior Environmental Scientist	\$135 - \$145
Planner I	\$85 - \$105
Planner II	\$105 - \$130
Senior Planner	\$130 - \$145
Landscape Architect I	\$85 - \$110
Landscape Architect II	\$110 - \$130
Senior Landscape Architect	\$130 - \$145
Surveyor I	\$70 - \$95
Surveyor II	\$95 - \$125
Senior Surveyor	\$125 - \$145
GIS Professional I	\$85 - \$115
GIS Professional II	\$115 - \$135
Senior GIS Professional	\$135 - \$155
Resident Project Representative I	\$70 - \$105
Resident Project Representative II	\$105 - \$125
Senior Resident Project Representative	\$125 - \$145
Junior Technician	\$60 - \$70
Technician I	\$85 - \$110
Technician II	\$110 - \$135
Senior Technician	\$135 - \$150
Financial Services Professional I	\$105 - \$130
Financial Services Professional II	\$130 - \$140
Senior Financial Services Professional	\$140 - \$155
Engineering Professional I	\$110 - \$130
Engineering Professional II	\$130 - \$150
Project Engineer	\$150 - \$160
Senior Project Engineer	\$160 - \$175
Assistant Project Manager	\$125 - \$150
Project Manager	\$150 - \$165
Senior Project Manager	\$165 - \$175
Operations Manager/Senior Technical Leader	\$160 - \$190
Principal	\$175 - \$190

All non-exempt employees have overtime rates of 1.5 times their normal billing rate.

- **PLEASE NOTE:** HRG adjusts the rate schedule annually to reflect the cost of doing business for the coming year. This rate schedule is effective January 1, 2022 through December 31, 2022.

PROPOSED HOURLY RATES

CITY OF CAMDEN STORMWATER UTILITY FUND FEASIBILITY STUDY

Principal/Project Officer	\$165/hour
Senior Project Manager	\$163/hour
Project Manager	\$160/hour
Senior Project Licensed Professional	\$155/hour
Project Licensed Professional	\$150/hour
Licensed Professional	\$140/hour
Senior Project Coordinator	\$155/hour
Project Coordinator	\$150/hour
Senior Designer/Senior Survey Analyst	\$130/hour
Designer/Survey Analyst	\$125/hour
Senior Environmental Scientist	\$130/hour
Environmental Scientist	\$125/hour
Senior Project GIS Analyst	\$145/hour
Project GIS Analyst	\$135/hour
GIS Analyst	\$130/hour
Senior GIS Technician	\$118/hour
GIS Technician	\$108/hour
Senior GIS Project Coordinator	\$135/hour
GIS Project Coordinator	\$130/hour
Senior Inspector	\$120/hour
Inspector	\$108/hour
Senior Technician	\$113/hour
Technician	\$103/hour
Project Administrator	\$120/hour
Administrative Support	\$65/hour

Equipment Unit Cost:

⇒ Unmanned Aerial Systems/Remotely Operated Vehicle	\$150/hour
⇒ Robotic/LiDAR	\$50/hour
⇒ GPS	\$25/hour

LSRP Services Unit Cost:

- ⇒ For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.

Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual **cost-plus 15 percent.**

Mileage will be billed in accordance with federal prevailing wage.





Proposed Hourly Rates

2022 Maraziti Falcon, LLP	
Special Counsel Services	\$220/hour
Partners/Counsel	\$195/hour
Associates	\$90/hour
Law Clerks	\$90/hour



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: HERBERT, ROWLAND & GRUBIC, INC.

Trade Name:

Address: 369 EAST PARK DRIVE
HARRISBURG, PA 17111-2730

Certificate Number: 0089098

Effective Date: April 29, 1998

Date of Issuance: July 19, 2022

For Office Use Only:

20220719084418091

Orion

CITY OF CAMDEN
BUREAU OF PURCHASING
CITY HALL – ROOM 213
P.O. BOX 95120
CAMDEN, NEW JERSEY 08010-5120
856-784-3037
856-541-9668 (FAX)

RFP RESULTS

RFP #22-05

**RFP NAME: PROFESSIONAL SERVICES FOR A STORMWATER UTILITY FUND
FEASIBILITY STUDY**

RFP DUE: THURSDAY, MARCH 29, 2022 @ 11:00 A.M

VENDOR
SUBURBAN CONSULTING ENGINEERS KING OF PRUSSIA, PA
RAFTELIS CARY, NC
NEW GEN STRATEGIES & SOLUTIONS ANNAPLOIS, MD
PENNONI CAMDEN, NJ

Results are for information purpose **only**.

rp

**CITY OF CAMDEN
PURCHASING BUREAU**

Response to Proposer's
Questions
Attached 3/21/2022

VENDORS LIST

RFP# 22-05

RFP NAME: PROFESSIONAL SERVICES FOR A STORMWATER UTILITY FUND
FEASIBILITY STUDY

RFP DUE: THURSDAY, MARCH 29, 2022 @ 11:00 A.M

ZOOM MEETING ID: 914 8698 5626 Passcode: 732533

DATE	VENDOR'S NAME & ADDRESS	PHONE & FAX #
✓ 3/1/2022	Suburban Consulting Engineers, Inc. 96 US Highway 206 Ste 101 Emily Schilling Flanders, NJ 07836 CSchilling@suburban.com	973-398-1776 212-443
✓ 3/1/2022	Alaimo Group - Shanna Silhol 200 High Street Mt Holly NJ 08060 SSilhol@alaimogroup.com	609-267-8310 x314
✓ 3/1/2022	~~Reckon~~ Gina Forte	856-680-2912 (414) 49-5751
✓ 3/2/2022	D4B Guarino - Rob Anderson 8 Neshaminy Interplaza Ste 219 Trevese, PA 19053	215-244-9972 215-244-9977
✓ 3/2/2022	Government Strategy Group Ken DeRobertis	(M) 908-930-0032
3/2/2022	GEI - Dave O'Donnell 18000 Horizon Way Ste 200 Mt Laurel NJ 08054	(M) 856-665-6840 469-865-6849
✓ 3/2/2022	PS+S - Marge Deika 1469 Rte 70 East Ste 207 Cherry Hill NJ 08033	856-888-5212 856-904-1147
✓ 3/2/2022	H2M Associates, Inc. 4810 Belmar Blvd Ste 201 Anne McKenna Wall Township NJ 07753	732-414-2161-211 732-348-7041

2/21/2022	New Gen Strategies & Solutions 911 A Comm Ave Rd Annapolis, MD 21401 Murali Murali	443-951-0725 410-266-9121	✓
3/3/2022	Prime Vendor Inc. 4629 Cedar Ave Wilmington, NC 28403-4429 Kim Jones	910-85-9630 910-	✓
3/3/2022	McMillen Jacobs Associates 16 West 46th St 5th Floor New York, NY 10136 John Altinger	917-781-2771 847-600-9714	✓
3/4/2022	Kelly Westover	941-524-7259	✓
3/4/2022	David George -	704-910-8945 704-5821-6111	✓
3/17/2022	Diana Salazar The LRO Group 3 Aerial way Syosset NY 11791 Salazar Deliro Com	516 214 8129 516 214 8199	✓
3/17/2022	GDB Greuspatlaw 85 Dunya Road Melville NY 11747 dodunwillegei consultants. COM	516 579 3111 516 244 9034	
3/21/2022	Response To Proposer's questions		

**CITY OF CAMDEN
REQUEST FOR PROPOSAL**

The City of Camden, through the Planning and Development Department's Capital Improvement Division, intends to acquire services for the following:

RFP#22-05**PROFESSIONAL SERVICES FOR A STORMWATER UTILITY FUND
FEASIBILITY STUDY**

The Purchasing Agent is hereby authorized to receive Proposals on Tuesday, March 29, 2022 at 11:00 a.m. in the City Council Chambers, Second Floor, City Hall, Sixth and Market Streets, Camden, New Jersey, at which time and place proposal(s) will be opened and read publicly.

GUIDELINES may be obtained by contacting the Office of the Purchasing Agent at purchasingfax@ci.camden.nj.us.

The 11:00 a.m. March 29, 2022 RFP opening is available remotely at the following Zoom Video Communication link (or phone number), meeting ID and Password:

Link: <https://zoom.us/j/91486985626?pwd=V0RTNWV9ldjdISEZRbFNMNXpuZTN6dz09>

Meeting ID: 914 8698 5626

Passcode: 732533

Phone Number: 1(646) 876-9923

The City encourages prospective proposers to deliver their RFP before the designated date and time of the opening via certified mail or overnight delivery carrier. If hand-delivered, there is a grey parcel box for drop-offs accessible from the front entrance of City Hall, 520 Market Street, Camden, NJ 08102. The box is available during normal business hours. Email purchasingfax@ci.camden.nj.us to confirm receipt of submission. RFPs may not be emailed, faxed or transmitted over the telephone.

The submitting person/agency must be qualified and experienced to conduct the services in the Proposal. Those not providing written proof of required qualifications and experience will be disqualified.

If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

This proposal is being solicited through a fair and open process in accordance with the N.J.S.A. 19:44a-20.5 et seq.

The City will not accept Proposals received after the time specified for submission. Any Proposals received after the hour appointed, the City will deem invalid and return unopened to the sender.

Sealed RFPs intended for the Purchasing Agent prior to the designated time of public opening should be delivered to the Office of the Municipal Clerk, City Hall, Room 105, Camden, New Jersey 08101.

Any questions concerning this Request for Proposal please contact the City of Camden Purchasing Bureau at (856) 757-7159 or, preferably, fax questions to (856) 541-9668

Lateefah Chandler
Purchasing Agent
March 1, 2022
\$74.24)

DB:dh
08-09-22

"Incomplete"

R-23

**RESOLUTION AUTHORIZING A CONTRACT TO LEVY CONSTRUCTION
COMPANY, INC. OF OAKLYN, NJ FOR THE REHABILITATION OF
THREE (3) COMMUNITY CENTERS**

WHEREAS, the Council of the City of Camden authorized the Purchasing Agent to receive sealed proposals and bids on July 14, 2022 in the Council Chambers, City Hall, Camden, New Jersey for the rehabilitation of three (3) Community Centers in the City of Camden and

WHEREAS, one (1) bid and proposal was received on July 14, 2022; and

WHEREAS, the Purchasing Agent and the Department of Planning/Capital Improvements have recommended to the Council of the City of Camden, that the Council award a contract to Levy Construction Company, Inc. of Oaklyn, NJ for an amount not to exceed TWO MILLION EIGHT HUNDRED FORTY THOUSANDEIGHT HUNDRED DOLLARS (\$2,840,800.00); and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the capital ordinance budget of the City of Camden under line item "G-BG-F18-003" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the City Council award a contract to Levy Construction Company, Inc. of Oaklyn, NJ for an amount not to exceed TWO MILLION EIGHT HUNDRED FORTY THOUSANDEIGHT HUNDRED DOLLARS (\$2,840,800.00) for the rehabilitation of three (3) community centers located at Malandra Hall, Isabel Miller, and Martin Luther King in the City of Camden, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: Next Scheduled

TO: Timothy J. Cunningham, Business Administrator

DATE: July 27, 2022

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the Award of a \$2,840,800.00 Construction Contract to Levy Construction Company, Inc., of Oaklyn, NJ in connection with the Rehabilitation of Three (3) Community Centers project.

BRIEF DESCRIPTION OF ACTION: On Thursday, July 14, 2022, The Division of Capital Improvements and Project Management, in conjunction with the Purchasing Agent, reviewed one (1) bid for the above referenced project. Award of a contract to Levy Construction Company, Inc., is recommended subject to the opinions of the City Attorney's Office and the Bureau of Purchasing. This action will facilitate award of contract.

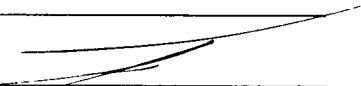
APPROPRIATION ACCOUNT(S): TBD

AMOUNT: \$2,840,800.00



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:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
☐ CAF -Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	7/27/22	
Received by City Attorney:	7/28/22	

(Name) Please Print	(Extension #)
Prepared By: Tytanya Ray	7680
Contact Person: Orion Joyner	7680

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

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

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

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

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

Municipality	City of Camden

Professional Service or EUS Type	Award of Construction Contract
Name of Vendor	Levy Construction Company, Inc.
Purpose or Need for service:	Construction contract in connection with the Rehabilitation of Three (3) Community Centers in the City of Camden.
Contract Award Amount	\$2,840,800.00
Term of Contract	
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Yes
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N/A
Were other proposals received? If so, please attach the names and amounts for each proposal received?	No

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

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

Mayor's Signature*

Date _____

Business Administrator/Manager Signature

Date _____

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

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

Chief Financial Officer Signature

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

Certifying Officer

Date _____

For LGS use only:

☐ Approved ☐ Denied

Director or Designee,
Division of Local Government Services

Date _____

Number Assigned _____

CITY OF CAMDEN
BUREAU OF PURCHASING
CITY HALL – ROOM 213
P.O. BOX 95120
CAMDEN, NEW JERSEY 08101-5120
856-757-7159
856-541-9668 (FAX)

BID RESULTS

BID # 22-08

**BID NAME: REHABILITATION OF THREE (3) COMMUNITY CENTERS
IN THE CITY OF CAMDEN** Malandra Hall, Isabel Miller, and Martin Luther King
Community Centers This is a Community Development Block Grant (CDBG) Funded Project

BID DUE: THURSDAY, July 14, 2022 @ 11:00 A.M

VENDOR	AMOUNT
LEVY CONSTRUCTION COMPANY, INC. OAKLYN,NJ	BASE BID - \$993,600.00 ALTERNATE #1 – \$751,600.00 ALTERNATE # 2 -1,095,600.00

Bid results are for information purposes only.

rp

DB:dh
08-09-22

R-24

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF TRANSPORTATION
ALTERNATIVES PROGRAM (NJDOT) FUNDING AWARD IN THE
AMOUNT OF \$825,000.00 FOR USE IN CONNECTION WITH THE
NORTH CAMDEN WATERFRONT PARK DEVELOPMENT PROJECT**

WHEREAS, the State of New Jersey Department of Transportation, has issued the City of Camden a Transportation Alternatives Program grant in the amount of \$825,000.00 for the use in connection with the North Camden Waterfront Park Development Project in the City of Camden; and

WHEREAS, it is in the best interest of the City of Camden to accept said grant; now, therefore

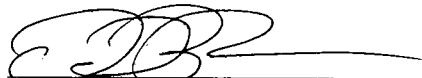
BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept said grant in the amount of \$825,000.00 from the NJDOT, Transportation Alternatives Program (TAP).

BE IT FURTHER RESOLVED, that the proper officers of the City of Camden are hereby authorized to execute the necessary documents in order to accept said grant.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

Council Meeting Date: Next Scheduled

TO: Timothy J. Cunningham, Business Administrator

DATE: July 22, 2022

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the Acceptance of Transportation Alternatives Program (NJDOT) funding in the amount of \$825,000.00, for use in connection with the North Camden Waterfront Park Development project.

BRIEF DESCRIPTION OF ACTION: Council authorization to Accept North Camden Waterfront Park Development funds are requested at the Next Scheduled meeting. By correspondence dated 6/23/17, the Transportation Alternatives Program, thru NJDOT has awarded the City of Camden \$825,000.00 in TAP funding. Project to be known as "Camden Waterfront Park Development." This action authorizes formal acceptance of 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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>7/25/22</u>	<u>[Signature]</u>
Approved by Grants Management:	<u>7/25/22</u>	<u>[Signature]</u>
Approved by Finance Director:	<u>7/25/22</u>	<u>[Signature]</u>
☐ CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:		
Approved by Business Administrator:	<u>7/25/22</u>	<u>[Signature]</u>
Received by City Attorney:	<u>7/22/22</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******

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

-Department: Development & Planning - Capital Improvements

Grant Administrator: Andrea McDonald

Grant Administrator #: 757-7204

Project Name:		North Camden Waterfront Park Development Project			
Grant/Funding Agency Program:		NJDOT Transportation Alternatives Program (TAP)			
Grant Federal CFDA or State GIMS Number:					
City Contract Date:			City Contract #:		
Application Resolution #:		R-7	Appropriation Code :		
Funding Source:		Transportation Alternatives Program (TAP)			
Pass Through: <i>circle one</i>	Y or <u>(N)</u>	Source:			
Amount of Grant:		\$825,000			
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:		5/8/08	Reviewed By:		Kelly Mobley

Summary:

25-Jul-22: The Department of Planning and Development - Division of Capital Improvements is seeking council authorization to accept and insert a special item of revenue in the FY22 budget. The grant was inadvertently cancelled in the system between 2019 and 2020. The grant is still viable and needs to be reinserted for use.
 6-Sep-17: The Department of Development and Planning - Division of Capital Improvements is seeking council authorization to accept and make a temporary emergency appropriation into the City Budget in the amount of \$825,000 for the North Camden Waterfront Development Project from the NJDOT Transportation Alternatives Program (TAP). (see attached award letter)

The project must be authorized for implementation by June 21, 2019 and be authorized prior to incurring any project costs that will be reimbursed under this program.

Time Lines: The application was not available for review. As a result, this writer could not perform a complete analysis to determine if matching funds are required or where costs will be allocated.

Problematic Areas/Recommendations: These Resolutions are Walk-Ons. Will need a copy of the final application. Not available for review.

NJDOT- North Camden Waterfront Development Project

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
GRANT APPROVAL FORM**

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

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

Resolution Permitting the Acceptance of Transportation Alternatives Program (TAP) thru NJDOT funds, in the amount of \$825,000.00 for use in connection with the North Camden Waterfront Park Development project.

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_____

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

For LGS use only:

☐ Approved

☐ Denied

Director or Designee,
Division of Local Government Services

Date_____

Number Assigned _____

**Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form**

Department: Planning & Development Initial: 7/22/2022
Capital Improvements/Project Management

Grant Administrator: Orion Joyner Grant Administrator #: 757-7680

Grant/Project Name:		North Camden Waterfront Park Development					
Grant #:		Pending					
City Contract Date:		pending		City Contract #:		Pending	
Application Resolution #:		pending		Appropriation Code #:		Pending	
Funding Source:		FY 2022 NJDOT Transportation Alternatives Program (TAP)					
Pass Through:	Y	N	Source:				
Amount of Grant:		\$825,000.00 (TAP Funding)					
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:		7/22/22		Reviewed By:		Tytanya Ray	

Summary: 7/22/2022: On behalf of the City of Camden, Camden Community Partnership (CCP) has applied for, and per correspondence dated June 23, 2017 the City has been selected to receive \$825,000.00 in Transportation Alternatives Program (TAP) funding by way of NJDOT, for the North Camden Waterfront Park Development project. Council approval is requested to (1) Accept the award in amount of \$825,000.00 and (2) Permit the Insertion of a Special Item of Revenue into FY 2022 Budget in the amount of \$825,000.00 to set up spending account for project.

Project Limits: TO BE DETERMINED

Street From To

Timelines: pending

Problem Areas/Recommendations: Pending

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

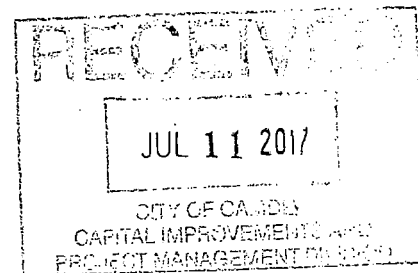
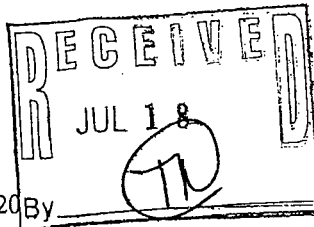
CHRIS CHRISTIE
Governor

RICHARD T. HAMMER
Commissioner

KIM GUADAGNO
Lt. Governor

June 23, 2017

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



Dear Mayor Redd:

I am pleased to inform you that Camden City has been selected to receive \$825,000 in Transportation Alternatives Program funding for the North Camden Waterfront Park Development Project.

The Transportation Alternative Program is being administered by the New Jersey Department of Transportation (NJDOT), in partnership with the North Jersey Transportation Planning Authority (NJTPA), the Delaware Valley Regional Planning Commission (DVRPC), and the South Jersey Transportation Planning Organization (SJTPO). The goal of the Transportation Alternatives Program is to provide federal funds for community based "non-traditional" projects designed to strengthen the cultural, aesthetic, and environmental aspects of the nation's intermodal system. The Transportation Alternatives Program has proven to be very popular and extremely competitive. This year 133 applications were received totaling more than \$100 million. The Department was able to fund 37 projects based on available funding.

Please be advised that your project must be authorized for implementation by June 21, 2019. In addition, the project must be authorized prior to incurring any project related costs that will be reimbursed under this program. Any costs incurred prior to authorization will be ineligible for reimbursement. As with all federally funded programs, the funds will be disbursed on a reimbursement basis.

The award of Transportation Alternatives grants will be contingent upon the recipient's ability to comply with all applicable federal financial management, project implementation, and oversight regulations. Grant recipient's capabilities to comply with state and federal requirements for the administration of federal-aid highway grants including 23 CFR - Highways, and OMB requirements related to 2 CFR 200 audit requirements will be assessed prior to the awarding of funding for this project.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

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Additionally, all recipients of federal and state grants are required to comply with the provisions of Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973.

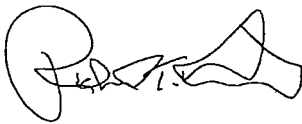
Should you have any questions regarding your grant, please contact the NJDOT Local Aid District Office in your area.

District 1 - Mt. Arlington - 973-601-6700
District 2 - Newark - 973-877-1500

District 3 - Trenton - 609-530-5271
District 4 - Cherry Hill - 856-486-6618

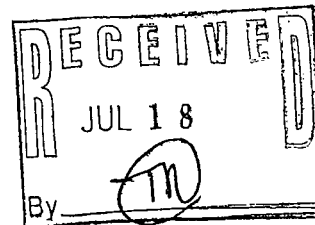
Again, thank you for your support of this program and good luck with your project.

Sincerely,



Richard T. Hammer
Commissioner

c: County Clerk
County Engineer



Kelly Mobley

From: Orion Joyner
Sent: Friday, July 22, 2022 12:10 PM
To: Johanna Conyer
Cc: Stephanie Walker; Tytanya Ray; Kelly Mobley
Subject: FW: North Camden Waterfront Park Development Project

FYI.

Orion Joyner, City Engineer

From: Andrescavage, Edward [DOT] [mailto:Edward.Andrescavage@dot.nj.gov]
Sent: Friday, July 22, 2022 12:09 PM
To: Orion Joyner <OrionJ@ci.camden.nj.us>
Cc: Stephanie Walker <StWalker@ci.camden.nj.us>; Berryman, Thomas [DOT] <thomas.berryman@dot.nj.gov>; Darji, Vijesh [DOT] <Vijesh.Darji@dot.nj.gov>; Gonzales, Nenebert [DOT] <Nenebert.Gonzales@dot.nj.gov>
Subject: RE: North Camden Waterfront Park Development Project

Hi Orion,

My apologies for not including the following statement in my previously sent email this morning. Please see below:

"The Original Allotment in the amount of \$825,000.00 is still in-place at this current time."

Have a Great Day and Weekend!

Thanks,
Edward Andrescavage
New Jersey Department of Transportation
Local Aid
Senior Engineer Transportation
(856)-414-8501
Edward.Andrescavage@dot.nj.gov

From: Orion Joyner <OrionJ@ci.camden.nj.us>
Sent: Friday, July 22, 2022 11:54 AM
To: Andrescavage, Edward [DOT] <Edward.Andrescavage@dot.nj.gov>
Cc: Stephanie Walker <StWalker@ci.camden.nj.us>; Gonzales, Nenebert [DOT] <Nenebert.Gonzales@dot.nj.gov>
Subject: [EXTERNAL] RE: North Camden Waterfront Park Development Project

Thanks. Our Finance Department is requesting written confirmation from your office that the funding (\$825,000) referenced is still viable. An email is sufficient to satisfy this request.

Orion Joyner, City Engineer

From: Andrescavage, Edward [DOT] [mailto:Edward.Andrescavage@dot.nj.gov]
Sent: Friday, July 22, 2022 10:24 AM
To: Orion Joyner <OrionJ@ci.camden.nj.us>

Cc: Berryman, Thomas [DOT] <thomas.berryman@dot.nj.gov>; Darji, Vijesh [DOT] <Vijesh.Darji@dot.nj.gov>; Gonzales, Nenebert [DOT] <Nenebert.Gonzales@dot.nj.gov>

Subject: North Camden Waterfront Park Development Project

Good Morning Orion,

I hope all is well. This is just a follow up from our phone conversation that we just had this morning. Please see attached the "Application Grant Notice Letter" regarding the original allotment amount of \$825,000.00, for the above referenced Federal Project in the City of Camden, Camden County.

To recap, the Original Allotment Amount as per the Grant Notice Letter dated June 23, 2017 was \$825,000.00. The city requested for additional funds in the amount of \$304,263.11 on March 22, 2022 and was accepted. Recently, an additional \$1.1 Million was proposed.

NJDOT Sharing: $\$825,000.00 + \$304,263.11 + \$1,100,000.00 = \$2,229,263.11$

Therefore, the NJDOT Sharing amount is \$2,229,263.11. Please incorporate this amount into the Funding Commitment Letter.

Have a Great Day and Weekend!

Thanks,
Edward Andrescavage
New Jersey Department of Transportation
Local Aid
Senior Engineer Transportation
(856)-414-8501
Edward.Andrescavage@dot.nj.gov

CONFIDENTIALITY NOTICE: This email message and all attachments transmitted with it may contain State of New Jersey legally privileged and confidential information intended solely for the use of the addressee only. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachment(s) is prohibited. If you have received this message in error, please notify the sender immediately and delete this message. If the disclaimer can't be applied, take no action.

DB:dh
08-09-22

R-25

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE
AND APPROPRIATION NJSA 40A:4-87**

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

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

BE IT RESOLVED, that the City Council of the City of Camden in the County of Camden, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$387,587.89, which is now available from Camden Health & Athletic Association in the amount of \$387,587.89.

BE IT FURTHER RESOLVED, that the like sum of \$387,587.89 is hereby appropriated under the caption "Camden Health and Association of New Jersey".

BE IT FURTHER RESOLVED that the above is the result of funds from Camden Health & Athletic Association in the amount of \$387,587.89.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date

TO: Timothy J. Cunningham., Business Administrator

FROM: Johanna S. Conyer Harris, Director of Finance

Department Making Request: Finance

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION REQUESTING THE INSERTION OF SPECIAL ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO NJSA 40A:4-87

BRIEF DESCRIPTION OF ACTION RESOLUTION REQUESTING THE INSERTION OF SPECIAL ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO NJSA 40A:4-87 FROM CAMDEN HEALTH AND ASSOCIATION (THE COOPER HEALTH SYSTEMS)

BIDDING PROCESS: N/A

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

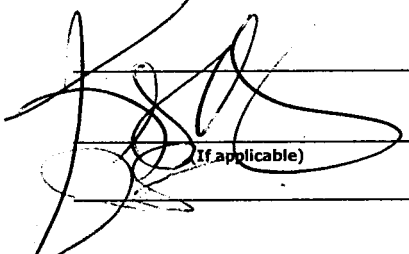
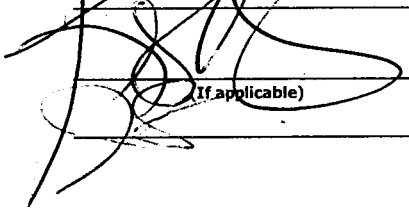
APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: \$387,548.89



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:	7/13/22	
Approved by Grants Management:	7/13/22	
Approved by Finance Director:		
☐ CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:		
Approved by Business Administrator:		
Received by City Attorney:		

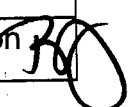
	<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By:	Stephanie N. Holmes	x 7005
Contact Person:	Stephanie N. Holmes	x 7005

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

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

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

Department: Finance Department/Mayor's OfficeGrant Analyst: Dorri BrownContact #: 757-7200

Grant/Project Name:		Camden Health and Association of New Jersey - \$387,548.89			
Grant #:					
City Contract Date:		12-14-21 (Accepting Funds)	City Contract #:		
Application Resolution #:			Appropriation Code:		
Funding Source:		Camden Health & Athletic Association			
Pass Through:	☐ Y ☒ N	Source:			
Amount of Grant:		\$ 387,548.89			
Local Match:	☐ Y ☒ N	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:	Camden City		
Date of Analysis:	July 13, 2022	Reviewed By:	Barbara Johnson 		

Summary: The Department of Finance is requesting a resolution inserting a special item of revenue and appropriation pursuant to NJSA 40A:4-87 from the Camden Health and Association (The Cooper Health Systems).

12/2021 – A resolution approving a Grant agreement with the respect to the transfer to the City of Camden of remaining funds held on behalf of the Camden Health and Athletic Association (CHAA)

Time Lines:**Problematic Areas/Recommendations**



November 11, 2021

Mayor Victor Carstarphen
City of Camden
Office of the Mayor
520 Market Street
City Hall, Room 400
P.O. Box 95120
Camden, NJ 08101-5120

RE: Grant of Sports Programs and Assets

Dear Mayor Carstarphen:

It is my pleasure to inform you that the Board of Trustees of Camden Health and Athletic Association, a New Jersey Nonprofit Corporation ("Corporation") has approved a Grant to the City of Camden ("City") of the Corporation's programs ("Programs"), i.e., its Summer Basketball League, skills and drills clinics, and year-round sports programs in baseball, softball, tee ball, basketball, soccer, track & field, wrestling, and golf, for Camden youth, boys and girls ages 4 to 17, as well as those assets ("Assets") related to the Programs, such as owned sports equipment, team and coach information and records, release forms, and lists of participating youth, and intellectual property, and funds in the amount of \$387,548.89 (subject to investment gains and losses incurred prior to Corporation's transfer of funds) ("Grant"), in support of the following charitable and educational purpose described in Section 170(c)(2)(B) of the Internal Revenue Code:

To enable the City to operate the Programs for Camden youth, boys and girls ages 4-17, on a going forward basis.

We anticipate that the Programs would be carried out by the City's Bureau of Recreation.

The Grant will be made upon receipt by Corporation of this Grant Award Letter signed by you as Mayor of the City. The following terms and conditions apply to the City's use of the Grant:

1. Purpose

Grant of the Programs and Assets may be utilized by the City only for the Section 170(c)(2)(B) charitable and educational purposes specified above.

2. Volunteers and Personnel

The City understands that it must engage sufficient numbers of trained employees or volunteers to operate the Programs, including coaches and an Athletic Director to manage all of the Programs. Such employees and volunteers must be able to obtain a criminal background clearance for persons involved in youth programs under New Jersey law.

3. Record Maintenance and Transparency

The City must maintain records of all receipts and expenditures for the Programs. Many of the individual trustees on the Corporation Board of Trustees are interested in continuing to support, individually or through their companies, the Programs, but will only do so if the books and records maintained by the City related to the Programs are transparent and are made available to such donors upon request.

4. Prohibited Activities

It is understood that Grant Programs and Assets will not be used for any of the following purposes:

- A. To carry on propaganda, or otherwise to attempt to influence any legislation;
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
- C. To make grants to individuals or to any entities which are not federal tax exempt under either Section 501(c)(3) or Section 115 of the Internal Revenue Code for any reason; or
- C. To undertake any activity for any purpose other than the charitable and educational purposes specified in Sections 170(c)(2)(B) of the Internal Revenue Code.

If this letter correctly describes your understanding of the terms of this Grant, please indicate the City's agreement to such terms by signing the enclosed copy of this letter and returning it to the Corporation. The Grant will be made following receipt by the Corporation of a signed copy of this letter.

Sincerely,



Orlando Cuevas
Chair, Board of Trustees
Camden Health & Athletic Association

ACCEPTED AND AGREED this _____ day of _____, 2021

CITY OF CAMDEN

By: _____

Name: Victor Carstarphen

Title: Mayor

Transaction Date

04/07/2022

Account

[REDACTED]

Transaction Type

Incoming Money Transfer

Credit/Debit

Credit

Amount

\$387,548.89

Bank Reference

700064761

Reference Text

THE COOPER HEALTH SYSTEM

R-26

**RESOLUTION APPROVING THE REDUCTION OF
MUNICIPAL LIEN VALUE DOWN TO
THE FAIR MARKET VALUE OF THE PROPERTY PER RECOMMENDATION OF
LIEN REVIEW COMMITTEE**

WHEREAS, the owner of the property listed in Exhibit A ("Property") attached hereto submitted an application to the Lien Review Committee to reduce the tax lien on the Property to the market value of such properties; and

WHEREAS, the Lien Review Committee having reviewed the application, together with appraisal reports prepared by a New Jersey licensed appraiser provided by the property owner, is satisfied that the principal sum of the liens exceeds the market value of the Properties pursuant to N.J.S.A. 54:4-100; and

WHEREAS, the Lien Review Committee recommends that the Tax Lien be reduced to the market value listed in Exhibit A attached hereto; and

WHEREAS, the Property owner will have sixty (60) days from the effective date of this resolution to pay the reduced balance in full or the reduction shall be null and void and of no effect; and

WHEREAS, pursuant to N.J.S.A. 54:4-99 and N.J.S.A. 54:4-100, the Tax Collector has requested that City Council authorize her to reduce the Tax Lien to the market value listed in Exhibit A attached hereto; and now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the Tax Collector is hereby authorized to reduce the Tax Lien to the market value listed in Exhibit A attached hereto.

BE IT FURTHER RESOLVED, that the property owners shall have sixty (60) days from the effective date of this resolution to pay the reduced lien balance in full or the reduction shall be null and void and of no effect.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.

DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

EXHIBIT A

BLOCK	LOT	TAX SALE CERTIFICATE #	PROPERTY OWNER	PROPERTY ADDRESS	APPRAISER	APPRAISED FAIR MARKET VALUE	REDEMPTION VALUE AS OF May 10, 2022
1046	39	941899	George Johnson	3084 Mickle St		\$25,000	\$111,113 .50

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: September 13, 2022

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

FROM: Johanna Conyer, Director of Finance

Department Making Request: Finance-Revenue Collection

TITLE OF RESOLUTION:

RESOLUTION APPROVING THE REDUCTION OF MUNICIPAL LIEN VALUE DOWN TO THE FAIR MARKET VALUE OF THE PROPERTY PRE RECOMMENDATION OF THE LIEN REVIEW COMMITTEE

BRIEF DESCRIPTION OF ACTION:

The Tax Collector is requesting that the lien be reduced to the fair market value of the property pursuant to N.J.S.A. 54:4-99 and 54:5-100.

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

	<u>Date</u>	<u>Signature</u>
Approved by City Attorney:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	4/28/22	
☐ CAF - Certifications of Availability of Funds	7/28/22	
Approved by Business Administrator:	_____	_____

<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By: <u>Michelle Hill</u>	<u>X7003</u>
Contact Person: <u>Latricia Robinson</u>	<u>X7003</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.

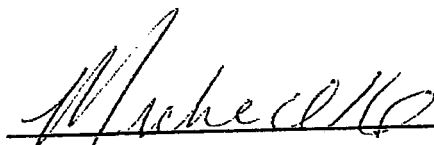
******Please attach all supporting documents******

City of Camden
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 APPROVE LIEN REDUCTION"



Michelle D. Hill, Tax Collector

7/21/2022

Date



VICTOR CARSTARPHEN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

Bureau of Revenue Collections
TEL: (856) 757-7003

May 20, 2022

VIA CERTIFIED MAIL
VIA REGULAR MAIL

George Johnson
3084 Mickle St
Camden, NJ 08105

RE: Tax Sale Certificate #901150
3084 Mickle St; B. 1046 L. 39

Dear Applicant:

The Lien Review Committee met to consider your application for a lien reduction for certificate # 941899 which is assessed to 3084 Mickle Street. The Committee is prepared to recommend to City Council that the lien be reduced to \$25,000.00 per the certified appraisal report. Please notify me in writing within 30 days of receipt of this letter if you are prepared to move forward with the process. Once the notice is received the Lien Review Committee will submit the reduction proposal to City Council for approval at its next meeting.

Please note that once City Council has approved the reduction you will have 60 days from the date that the City Council approves the application to pay the reduced lien in full or the reduction will be null and void. If you have any questions, please feel free to contact me.

Very truly yours,

Michelle D. Hill, Tax Collector
Chairman to the Lien Review Committee

cc: Amia Valentine, Assistant City Attorney
Yolanda Hawkins, Real-estate Officer

I accept the lien reduction referenced above.

By:

NAME OF OWNER

Date: 6-7-22

DB:dh
08-09-22

R-27

**RESOLUTION TO APPROVE THE CAMDEN FIRE DEPARTMENT TO APPLY FOR
THE NJ GOVERNOR'S AMERICAN RESCUE PLAN FIREFIGHTERS GRANT (ARP)**

WHEREAS, the City of Camden desires to apply for a grant in the amount of \$75,000.00 from the State of New Jersey Governor's American Rescue Plan Firefighter Grant; and

WHEREAS, the grant proceeds will be used for PPE-turnout gear, barrier hoods, gloves, boots, washers and dryers, gear extractors and turnout gear dryers, self-contained breathing apparatus and other related equipment as necessary; now, therefore

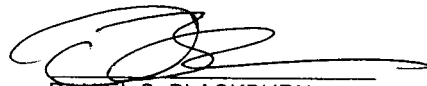
BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to apply for a grant from the State of New Jersey Governor's American Rescue Plan Firefighter Grant for the ARP Firefighter Grant.

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: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: August 9, 2022

TO: Timothy Cunningham – Business Administrator

FROM: Chief Michael Harper

Department Making Request: Fire Department

TITLE OF RESOLUTION/ORDINANCE: Resolution to approve the Camden Fire Department to apply for NJ Governor's American Rescue Plan Firefighter Grant

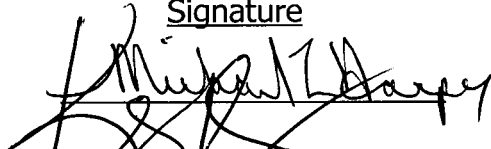
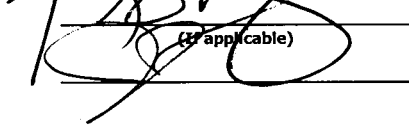
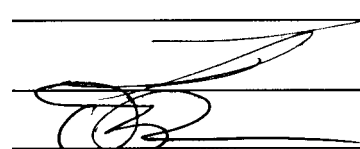
BRIEF DESCRIPTION OF ACTION: The fire department would apply for the American Rescue Plan Firefighter Grant. The grant can be used for PPE - Turnout Gear, Barrier Hoods, Gloves Boots Etc. It can also be used for washers and dryers - Gear Extractors and Turnout Gear Dryers. Self-Contained Breathing Apparatus (SCBA) and other related equipment can also be purchased with this funding. Deadline to apply for the grant is August 13, 2022

BIDDING PROCESS:

APPROPRIATION ACCOUNT(S): To be determined once grant is received

AMOUNT: \$75,000

☐ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "D"** - Contract Request, **Form "E"** - Creation/Extension of Services, **Form "G"** - Grant Approval, **Form "H"** - Bond Ordinance or Contract Request, **Form "I"**, "Best Price Insurance Contracting" Model Ordinance

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	6/28/2022	
Approved by Grants Management:	7/1/22	
Approved by Finance Director:	7/7/22	(If applicable)
☐ CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:		
Approved by Business Administrator:	7/11/22	
Received by City Attorney:	7/23/22	

(Name) Please Print

(Extension #)

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

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

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

Prepared by: Michael Harper

7518

Contact Person: Michael Harper

7518

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 OF THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION AND GRANT AWARD LETTER.

The Camden Fire Department would like to apply for the Governor's announced ARP Firefighter Grant. The American Rescue Plan Firefighter Grant ("Firefighter Grant") is a competitive grant that supports local and regional fire department firefighters by ensuring that they have proper fire protection, cleaning, and sanitization equipment. Ensuring that firefighters are properly protected against the combined threats of the COVID-19 virus and the strain of emergency fire requests is vital given the current stress on communities confronting the pandemic. Access to funding to purchase the appropriate gear, clothing, and equipment is critical for mental and physical health, particularly for those fire departments with limited operating budgets and large numbers of volunteers. Assisting local and regional fire departments in purchasing gear, clothing, and equipment helps address these equity considerations, meeting the needs of communities that have been placed under substantial stress throughout the pandemic. The Firefighter Grant will allocate funds to allow departments to make these needed purchases.

We would appreciate your support and approval.

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

Name Michael Harper	
Title Fire Chief	
Telephone Number 856-757-7518	
Email miharper@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?

There will be no continuing financial obligation.

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?
Maintenance of the Personal Protective Gear will be maintained by fire department budget.

Mayor's Signature

Date _____

Business Administrator/Manager Signature

Date _____

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

For LGS use only:

☐ Approved

☐ Denied

Director or Designee,
Division of Local Government Services

Date _____

Number Assigned _____

DB:dh
08-09-22

R-28

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE
AND APPROPRIATION NJSA 40A:4-87**

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

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

BE IT RESOLVED, that the City Council of the City of Camden in the County of Camden, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$29,375.41, which is now available from the State of NJ Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund in the amount of \$29,375.41.

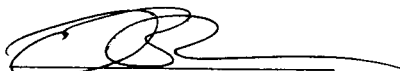
BE IT FURTHER RESOLVED, that the like sum of \$29,375.41 is hereby appropriated under the caption "Camden Municipal Court".

BE IT FURTHER RESOLVED that the above is the result of funds from Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund in the amount of \$29,375.41.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date August

TO: Timothy J. Cunningham., Business Administrator

FROM: Ursula R Hubbard, Director of Municipal Court

Department Making Request: CAMDEN MUNICIPAL COURT

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION REQUESTING THE INSERTION OF SPECIAL ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO NJSA 40A:4-87

BRIEF DESCRIPTION OF ACTION RESOLUTION REQUESTING THE INSERTION OF SPECIAL ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO NJSA 40A:4-87 FROM THE STATE OF NJ MUNICIPAL COURT ALCOHOL EDUCATION, REHABILITATION AND ENFORCEMENT FUND. (CAMDEN MUNICIPAL COURT)

BIDDING PROCESS: N/A

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

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

AMOUNT: \$29,375.41



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>07/18/2022</u>	<u>Ursula R. Hubbard</u>
Approved by Grants Management:	<u>7/18/22</u>	<u>[Signature]</u>
Approved by Finance Director:	<u>7/18/22</u>	<u>[Signature]</u>
☐ CAF - Certifications of Availability of Funds		<u>(If applicable)</u>
Approved by Purchasing Agent:	<u> </u>	<u> </u>
Approved by Business Administrator:	<u>7/14/22</u>	<u> </u>
Received by City Attorney:	<u>7/28/22</u>	<u> </u>

(Name) Please Print

(Extension #)

Prepared By: Director Ursula R Hubbard

x 6469

Contact Person: Director Ursula R Hubbard

x 6469

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

GLENN A. GRANT
Administrative Director of the Courts

Richard J. Hughes Justice Complex • P.O. Box 037 • Trenton, NJ 08625-0037 njcourts.gov • Tel: 609-376-3000 • Fax: 609-376-3002

MEMORANDUM

TO: Municipal Treasurer

FROM: Glenn A. Grant, Administrative Director 

SUBJECT: N.J.S.A. 26:2B-35(b)(3) – Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund

DATE: May 23, 2022

A municipality is eligible to receive funds from the “Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund” if the number of DWI arrests made in the municipality during 2021 was greater than the number of DWI arrests made in the municipality during the statutorily assigned base year. N.J.S.A. 26:2B-35.

The Administrative Office of the Courts is responsible for collecting these statistics and calculating the amount each municipality receives from the fund. An analysis of your municipality’s base year figure and its 2021 DWI arrests indicate that your municipality qualifies to receive such funds this year. The Department of the Treasury will soon issue these funds to your municipality in accordance with the statutory formula in the amount set forth on the attached sheet. Please be advised that depending on how each municipality account has been configured with the Department of Treasury, some of these funds shall issue via paper check and some shall issue via electronic payment. We have been advised by Treasury that those funds are to be issued and/or mailed out during the week of June 3, 2022.

Those municipalities receiving funds should be cognizant that the statute expressly provides that these funds be used solely for the purpose of maintaining the Municipal Courts in their efforts to dispose of DWI cases. This includes “payments to municipal court judges, municipal prosecutors and other municipal court personnel for work performed in addition to regular employment hours[,]” N.J.S.A. 26:2B-35(b). To assist you in budgeting these funds, please refer to the attached August 20, 1985 memorandum from the Division of Local Government Services. That memorandum indicates that “municipalities may budget such funds as they would a categorical grant-in-aid” (see N.J.S.A. 40A:4-67). As with other such grants, “these funds are to be appropriated as an exception to the Cap Law.” As noted, however, use of these funds is restricted to the statutorily specified areas, i.e., for the maintenance of the Municipal Courts. The monies are not intended to replace amounts normally budgeted to fund the operation of a Municipal Court, but rather should be viewed as funding only for the court’s additional DWI-related work.

Additionally, please keep in mind the policy that I promulgated on May 18, 2009, requiring preapproval of the Assignment Judge before the expenditure of any DWI Fund monies (as well as P.O.A.A. monies). Please do not hesitate to contact your municipal court judge or court administrator if you have any questions regarding the preapproval policy.

Any questions on this subject should be directed to Steven A. Somogyi, Assistant Director, Municipal Court Services Division, at (609) 815-2900 ext. 54850.

Attachments

- c: Chief Justice Stuart Rabner (w/o attachments)
- Assignment Judges (w/o attachments)
- Municipal Presiding Judges (w/attachments)
- Municipal Court Judges (w/attachments)
- Jacquelyn Suarez, Director, Div. of Local Government Services (w/o attachments)
- Steven D. Bonville, Chief of Staff (w/o attachments)
- Jennifer M. Perez, Director (w/o attachments)
- Steven Somogyi, Assistant Director, MCSD (w/o attachments)
- Trial Court Administrators (w/o attachments)
- Special Assistants to the Administrative Director (w/o attachments)
- Jorge F. Carmona, Municipal Auditor, NJ Div. of Local Government Services (w/o attachments)
- Municipal Division Managers (w/attachments)
- Municipal Court Directors and Administrators (w/attachments)

2022 DWI DISBURSEMENTS

JANUARY 1 - DECEMBER 31, 2021

N.J.S.A. 26:2B-35

Pursuant to N.J.S.A. 26:2B-35(b)(3) (Chapter 531, Law of 1983), a municipality is eligible to receive funds from the "Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund" if the number of DWI arrests made in the municipality in 2021 was more than the number of DWI arrests made in the municipality in the base year.

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
ATLANTIC COUNTY					
\$0.00	0101	ABSECON CITY	76	48	-28
\$0.00	0102	ATLANTIC CITY	290	117	-173
\$0.00	0103	BRIGANTINE CITY	39	14	-25
\$0.00	0104	BUENA BORO	27	13	-14
\$0.00	0105	BUENA VISTA TWP	73	23	-50
\$157.93	0106	CORBIN CITY	2	3	1
\$0.00	0107	EGG HARBOR CITY	52	14	-38
\$0.00	0108	EGG HARBOR TWP	226	157	-69
\$0.00	0109	ESTELL MANOR	12	5	-7
\$0.00	0110	FOLSOM BORO	63	16	-47
\$0.00	0111	GALLOWAY TWP	285	163	-122
\$0.00	0112	HAMILTON TWP	785	241	-544
\$0.00	0113	HAMMONTON TOWN	117	93	-24
\$0.00	0114	LINWOOD CITY	78	9	-69
\$157.93	0115	LONGPORT BORO	11	12	1
\$0.00	0116	MARGATE CITY	66	7	-59
\$0.00	0117	MULLICA TWP	61	60	-1
\$78.97	0118	NORTHFIELD CITY	16.5	17	0.5
\$1,895.19	0119	PLEASANTVILLE CITY	69	81	12
\$0.00	0120	PORT REPUBLIC CITY	15	13	-2
\$0.00	0121	SOMERS POINT CITY	166.5	52	-114.5
\$3,237.61	0122	VENTNOR CITY	26.5	47	20.5
\$0.00	0123	WEYMOUTH TWP	7	4	-3
\$5,527.63		ATLANTIC COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
BERGEN COUNTY					
\$0.00	0201	ALLENDALE BORO	22	6	-16
\$315.86	0202	ALPINE BORO	0	2	2
\$0.00	0203	BERGENFIELD BORO	17	15	-2
\$0.00	0204	BOGOTA TREAS	16	16	0
\$0.00	0205	CARLSTADT BORO	42	7	-35
\$1,579.32	0206	CLIFFSIDE PARK BORO	13	23	10
\$0.00	0207	CLOSTER BORO	20	9	-11
\$0.00	0208	CRESSKILL BORO	8	2	-6
\$0.00	0209	DEMAREST BORO	3	2	-1
\$0.00	0210	DUMONT BORO	20	6	-14
\$6,159.36	0211	ELMWOOD PARK BORO	35	74	39
\$0.00	0212	EAST RUTHERFORD BORO	48	34	-14
\$2,842.78	0213	EDGEWATER BORO	8	26	18
\$0.00	0214	EMERSON BORO	23	6	-17
\$789.66	0215	ENGLEWOOD CITY	42	47	5
\$315.86	0216	ENGLEWOOD CLIFFS BORO	4	6	2
\$0.00	0217	FAIR LAWN BORO	50	35	-15
\$8,212.48	0218	FAIRVIEW BORO	1	53	52
\$0.00	0219	FORT LEE BORO	131	88	-43
\$0.00	0220	FRANKLIN LAKES BORO	43	35	-8
\$6,791.09	0221	GARFIELD CITY	24	67	43
\$0.00	0222	GLEN ROCK BORO	15	5	-10
\$0.00	0223	HACKENSACK CITY	80	55	-25
\$1,263.46	0225	HASBROUCK HTS BORO	30	38	8
\$315.86	0226	HAWORTH BORO	4	6	2
\$0.00	0227	HILLSDALE BORO	26	15	-11
\$789.66	0228	HO-HO-KUS BORO	5	10	5
\$0.00	0229	LEONIA BORO	54	26	-28
\$157.93	0230	LITTLE FERRY BORO	13	14	1
\$3,474.51	0231	LODI BORO	29	51	22
\$5,527.63	0232	LYNDHURST TWP	21	56	35
\$6,159.36	0233	MAHWAH TWP	10	49	39
\$0.00	0234	MAYWOOD BORO	27	18	-9
\$0.00	0235	MIDLAND PARK BORO	28	13	-15
\$1,105.53	0236	MONTVALE BORO	25	32	7
\$0.00	0237	MOONACHIE BORO	14	3	-11
\$0.00	0238	NEW MILFORD BORO	28	23	-5
\$6,475.22	0239	NORTH ARLINGTON BORO	31	72	41
\$0.00	0240	NORTHVALE BORO	7	6	-1
\$0.00	0241	NORWOOD BORO	20	5	-15
\$0.00	0242	OAKLAND BORO	34	31	-3
\$0.00	0243	OLD TAPPAN BORO	7	4	-3
\$0.00	0244	ORADELL BORO	43	5	-38
\$5,369.70	0245	PALISADES PARK BORO	6	40	34
\$1,895.19	0246	PARAMUS BORO	37	49	12
\$0.00	0247	PARK RIDGE BORO	11	4	-7
\$2,211.05	0248	RAMSEY BORO	14	28	14
\$0.00	0249	RIDGEFIELD BORO	41	27	-14
\$0.00	0250	RIDGEFIELD PK TWP	56	44	-12
\$0.00	0251	RIDGEWOOD VILLAGE	20	11	-9
\$473.80	0252	RIVEREDGE BORO	14	17	3
\$0.00	0253	RIVER VALE TWP	15	11	-4
\$2,526.92	0254	ROCHELLE PARK TWP	21	37	16
\$315.86	0255	ROCKLEIGH BORO	0	2	2
\$0.00	0256	RUTHERFORD BORO	40	17	-23
\$0.00	0257	SADDLE BROOK TWP	91	55	-36
\$631.73	0258	SADDLE RIVER BORO	4	8	4
\$0.00	0259	SOUTH HACKENSACK TWP	14	14	0
\$0.00	0260	TEANECK TWP	55	45	-10
\$0.00	0261	TENAFLY BORO	12	11	-1
\$789.66	0262	TETERBORO BORO	5	10	5
\$0.00	0263	UPPER SADDLE RIVER BORO	11	9	-2
\$0.00	0264	WALDWICK BORO	16	11	-5
\$0.00	0265	WALLINGTON BORO	15	14	-1
\$0.00	0266	WASHINGTON TWP	19	11	-8
\$0.00	0267	WESTWOOD BORO	22	16	-6
\$157.93	0268	WOODCLIFF LAKE BORO	12	13	1
\$0.00	0269	WOOD-RIDGE BORO	18	8	-10
\$0.00	0270	WYCKOFF TWP	35	19	-16
\$0.00	0288	PALISADES INTERSTATE	67	21	-46
\$0.00	0290	CENTRAL MUN CT BERGEN COUNTY	82	21	-61
\$66,647.41		BERGEN COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filing	Difference
BURLINGTON COUNTY					
\$0.00	0301	BASS RIVER	42	41	-1
\$0.00	0302	BEVERLY CITY	6	2	-4
\$0.00	0303	BORDENTOWN CITY	22	17	-5
\$1,421.39	0304	BORDENTOWN TWP	62	71	9
\$0.00	0305	BURLINGTON CITY	221	21	-200
\$0.00	0306	BURLINGTON TWP	95	60	-35
\$0.00	0307	CHESTERFIELD TWP	28	12	-16
\$6,475.22	0308	CINNAMINSON TWP	24	65	41
\$0.00	0310	DELRAN TWP	17	16	-1
\$0.00	0311	EASTAMPTON TWP	32	8	-24
\$0.00	0312	EDGEWATER PARK TWP	24	9	-15
\$0.00	0313	EVESHAM TWP	169	143	-26
\$0.00	0314	FIELDSBORO BORO	3	1	-2
\$0.00	0315	FLORENCE TWP	83	41	-42
\$0.00	0316	HAINESPORT TWP	93	34	-59
\$0.00	0317	WILLINGBORO TWP	110	15	-95
\$0.00	0318	LUMBERTON TWP	28	21	-7
\$0.00	0319	MANSFIELD TWP	106	62	-44
\$0.00	0320	MAPLE SHADE TWP	36	29	-7
\$0.00	0321	MEDFORD TWP	53	51	-2
\$0.00	0322	MEDFORD LAKES BORO	15	4	-11
\$0.00	0323	MOORESTOWN TWP	36	30	-6
\$0.00	0324	MT. HOLLY TWP	24	19	-5
\$0.00	0325	MT. LAUREL TWP	218	113	-105
\$0.00	0326	NEW HANOVER TOWNSHIP	166	3	-163
\$0.00	0327	NORTH HANOVER TWP	93	13	-80
\$315.86	0328	PALMYRA BORO	19	21	2
\$0.00	0329	PEMBERTON BORO	22	17	-5
\$0.00	0330	PEMBERTON TWP	304	61	-243
\$0.00	0331	RIVERSIDE TWP	32	27	-5
\$789.66	0332	RIVERTON BORO	7	12	5
\$0.00	0333	SHAMONG TWP	38	16	-22
\$0.00	0334	SOUTHAMPTON TWP	160	94	-66
\$0.00	0335	SPRINGFIELD TWP	96	19	-77
\$0.00	0336	TABERNACLE TWP	45	24	-21
\$0.00	0337	WASHINGTON TWP	6	5	-1
\$0.00	0338	WESTAMPTON TWP	49	42	-7
\$0.00	0339	WOODLAND TWP	51	34	-17
\$789.66	0340	WRIGHTSTOWN BORO	0	5	5
\$9,791.79		BURLINGTON COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
CAMDEN COUNTY					
\$0.00	0401	AUDUBON BORO	31.5	3	-28.5
\$1,184.49	0403	BARRINGTON BORO	8.5	16	7.5
\$0.00	0404	BELLMAWR BORO	128	71	-57
\$0.00	0405	BERLIN BORO	44	33	-11
\$0.00	0406	BERLIN TWP	69	12	-57
\$0.00	0407	BROOKLAWN BORO	33	15	-18
\$29,375.41	0408	CAMDEN CITY	147	333	186
\$0.00	0409	CHESILHURST BORO	1	1	0
\$0.00	0410	CLEMENTON BORO	37	5	-32
\$0.00	0411	COLLINGSWOOD BORO	46	13	-33
\$0.00	0412	CHERRY HILL CITY	186	142	-44
\$631.73	0413	GIBBSBORO BORO	6	10	4
\$0.00	0414	GLOUCESTER CITY	83	82	-1
\$0.00	0415	GLOUCESTER TWP	262	173	-89
\$157.93	0416	HADDON TWP	16	17	1
\$0.00	0417	HADDONFIELD BORO	16.5	7	-9.5
\$2,211.05	0418	HADDON HTS BORO TREAS	13	27	14
\$0.00	0419	HINELLA BORO TREAS	9	3	-6
\$0.00	0420	LAUREL SPRINGS BORO	30	4	-26
\$947.59	0421	LAWNSIDE BORO	15	21	6
\$0.00	0422	LINDENWOLD BORO	96	40	-56
\$1,263.46	0423	MAGNOLIA BORO	22	30	8
\$0.00	0424	MERCHANTVILLE BORO	17	8	-9
\$0.00	0425	MT. EPHRAIM BORO	23	9	-14
\$0.00	0426	OAKLYN BORO	13	13	0
\$0.00	0427	PENNSAUKEN TWP	282	74	-208
\$0.00	0428	PINE HILL BORO	14	11	-3
\$0.00	0430	RUNNEMEDE BORO	23	12	-11
\$0.00	0431	SOMERDALE BORO	122	24	-98
\$5,053.83	0432	STRATFORD BORO	29	61	32
\$473.80	0434	VOORHEES TWP	21	24	3
\$3,000.71	0435	WATERFORD TWP	8	27	19
\$0.00	0436	WINSLOW TWP	154.5	144	-10.5
\$44,300.00		CAMDEN COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
CAPE MAY COUNTY					
\$0.00	0501	AVALON BORO	21	19	-2
\$0.00	0502	CAPE MAY CITY	22	15	-7
\$5,685.56	0504	DENNIS TWP	49	85	36
\$4,737.97	0505	LOWER TWP	57	87	30
\$6,949.02	0506	MIDDLE TWP	83	127	44
\$0.00	0507	NORTH WILDWOOD CITY	110	54	-56
\$0.00	0508	OCEAN CITY	83	11	-72
\$0.00	0509	SEA ISLE CITY	66.5	53	-13.5
\$0.00	0510	STONE HARBOR BORO	21	5	-16
\$0.00	0511	UPPER TWP	95.5	89	-6.5
\$315.86	0512	WEST CAPE MAY BORO	1	3	2
\$0.00	0513	WEST WILDWOOD BORO	10	4	-6
\$0.00	0514	WILDWOOD CITY	50	49	-1
\$0.00	0515	WILDWOOD CREST BORO	56	40	-16
\$0.00	0516	WOODBINE BORO	11	9	-2
\$17,688.41		CAPE MAY COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
CUMBERLAND COUNTY					
\$30,165.10	0601	BRIDGETON CITY	84	275	191
\$0.00	0602	COMMERCIAL TWP	38	29	-9
\$0.00	0603	DEERFIELD TWP	80	53	-27
\$0.00	0604	DOWNE TWP	12	8	-4
\$0.00	0605	FAIRFIELD TWP	43	43	0
\$0.00	0606	GREENWICH TWP	6	4	-2
\$0.00	0607	HOPEWELL TWP	17	9	-8
\$157.93	0608	LAWRENCE TWP	9	10	1
\$0.00	0609	MAURICE RIVER TWP	96	62	-34
\$0.00	0610	MILLVILLE CITY	153	125	-28
\$473.80	0611	SHILOH	0	3	3
\$0.00	0613	UPPER DEERFIELD TWP	146	79	-67
\$20,847.06	0614	VINELAND CITY	105	237	132
\$51,643.89		CUMBERLAND COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
ESSEX COUNTY					
\$3,000.71	0701	BELLEVILLE TOWN	28	47	19
\$0.00	0702	BLOOMFIELD TOWN	183	87	-96
\$0.00	0703	CALDWELL BORO	18	4	-14
\$5,527.63	0704	FAIRFIELD TWP	55	90	35
\$0.00	0705	CEDAR GROVE TWP	88	14	-74
\$0.00	0706	EAST ORANGE CITY	156	76	-80
\$789.66	0707	ESSEX FELS BORO	3	8	5
\$315.86	0708	GLEN RIDGE TWP	12	14	2
\$0.00	0709	IRVINGTON TOWN	80	35	-45
\$0.00	0710	LIVINGSTON TWP	47	29	-18
\$0.00	0711	MAPLEWOOD TWP	40	20	-20
\$0.00	0712	MILLBURN TWP	20	16	-4
\$3,790.38	0713	MONTCLAIR TWP	25	49	24
\$3,158.65	0714	NEWARK CITY	309	329	20
\$157.93	0715	N CALDWELL BORO	6	7	1
\$0.00	0716	NUTLEY TOWN	37	28	-9
\$2,526.92	0717	ORANGE CITY	29	45	16
\$0.00	0718	ROSELAND BORO	29	4	-25
\$0.00	0719	SOUTH ORANGE VILLAGE	16	14	-2
\$0.00	0720	VERONA BORO	42	10	-32
\$0.00	0721	WEST CALDWELL TOWN	35	12	-23
\$0.00	0722	WEST ORANGE TWP	81	58	-23
\$19,267.74		ESSEX COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
GLOUCESTER COUNTY					
\$0.00	0801	CLAYTON BORO	82	4	-78
\$0.00	0802	DEPTFORD TWP	169	126	-43
\$2,053.12	0803	EAST GREENWICH TWP	17	30	13
\$0.00	0804	ELK TWP	24	23	-1
\$0.00	0805	FRANKLIN TWP	378	35	-343
\$7,896.62	0806	GLASSBORO BORO	24	74	50
\$1,421.39	0807	GREENWICH TWP	9	18	9
\$947.59	0808	HARRISON TWP	29	35	6
\$0.00	0809	LOGAN TWP	40	33	-7
\$0.00	0810	MANTUA TWP	52	33	-19
\$0.00	0811	MONROE TWP	159	70	-89
\$0.00	0812	NATIONAL PARK BORO	15	2	-13
\$0.00	0813	NEWFIELD BORO	16	1	-15
\$0.00	0814	PAULSBORO BORO	19	7	-12
\$0.00	0815	PITMAN BORO	13	9	-4
\$0.00	0816	SOUTH HARRISON TWP	2	1	-1
\$473.80	0817	SWEDESBORO	4	7	3
\$0.00	0818	WASHINGTON TWP	91	78	-13
\$0.00	0819	WENONAH BORO	15	2	-13
\$315.86	0820	WEST DEPTFORD TWP	55	57	2
\$0.00	0821	WESTVILLE BORO	80	10	-70
\$0.00	0822	WOODBURY CITY	34	16	-18
\$0.00	0823	WOODBURY HEIGHTS BORO	13.5	3	-10.5
\$710.70	0824	WOOLWICH	9.5	14	4.5
\$13,819.08		GLOUCESTER COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
HUDSON COUNTY					
\$0.00	0901	BAYONNE CITY	76	44	-32
\$789.66	0902	EAST NEWARK BORO	4	9	5
\$6,159.36	0903	GUTTENBURG TOWN	4	43	39
\$6,633.16	0904	HARRISON TOWN	27	69	42
\$315.86	0905	HOBOKEN CITY	59	61	2
\$0.00	0906	JERSEY CITY	582	240	-342
\$0.00	0907	KEARNEY TOWN	122	91	-31
\$5,685.56	0908	NORTH BERGEN TWP	51	87	36
\$3,948.31	0909	SECAUCUS TOWN	75	100	25
\$631.73	0910	UNION CITY	82	86	4
\$0.00	0911	WEEHAWKEN TWP	135	34	-101
\$5,211.77	0912	WEST NEW YORK TOWN	21	54	33
\$29,375.41		HUDSON COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
HUNTERDON COUNTY					
\$0.00	1001	ALEXANDRIA TWP	11	6	-5
\$0.00	1002	BETHLEHEM TWP	20	16	-4
\$0.00	1003	BLOOMSBURY BORO	7.5	2	-5.5
\$0.00	1004	CALIFON	9	2	-7
\$0.00	1005	CLINTON TOWN	27.5	8	-19.5
\$0.00	1007	DELAWARE TWP	13	3	-10
\$0.00	1008	EAST AMWELL	39	10	-29
\$2,211.05	1009	FLEMINGTON BORO	11	25	14
\$0.00	1010	FRANKLIN TWP	10	5	-5
\$0.00	1011	FRENCHTOWN BORO	12	4	-8
\$0.00	1012	GLEN GARDNER BORO	11	3	-8
\$0.00	1013	HAMPTON BORO	11	2	-9
\$0.00	1014	HIGH BRIDGE BORO	16	2	-14
\$0.00	1015	HOLLAND TWP	35	7	-28
\$0.00	1016	KINGWOOD TWP	36	8	-28
\$0.00	1017	LAMBERTVILLE CITY	27	13	-14
\$0.00	1018	LEBANON BORO	11	4	-7
\$315.86	1019	LEBANON TWP	11	13	2
\$0.00	1020	MILFORD BORO	10	4	-6
\$0.00	1021	RARITAN TWP	102	60	-42
\$2,684.85	1022	READINGTON TWP	30	47	17
\$1,263.46	1024	TEWKSBURY TWP	12	20	8
\$0.00	1025	UNION TWP	47	39	-8
\$0.00	1026	WEST AMWELL TWP	25	12	-13
\$7,738.68	1027	CLINTON	54	103	49
\$14,213.90		HUNTERDON COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
MERCER COUNTY					
\$0.00	1101	EAST WINDSOR TWP	113	98	-15
\$0.00	1102	EWING TWP	162	71	-91
\$39,798.98	1103	HAMILTON TWP	95	347	252
\$1,105.53	1104	HIGHTSTOWN BORO	24	31	7
\$0.00	1105	HOPEWELL BORO	15	2	-13
\$0.00	1106	HOPEWELL TWP	205	36	-169
\$0.00	1107	LAWRENCE TWP	62	41	-21
\$0.00	1108	PENNINGTON BORO	13	4	-9
\$0.00	1110	PRINCETON	53	33	-20
\$0.00	1111	TRENTON CITY	280	107	-173
\$0.00	1112	ROBBINSVILLE TWP.	164	92	-72
\$1,263.46	1113	WEST WINDSOR TWP	28	36	8
\$42,167.97		MERCER COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
MIDDLESEX COUNTY					
\$0.00	1201	CARTERET BORO	52	41	-11
\$473.80	1202	CRANBURY TWP	51	54	3
\$6,791.09	1203	DUNELLEN BORO	33	76	43
\$9,002.14	1204	EAST BRUNSWICK TWP	145	202	57
\$0.00	1205	EDISON TWP	167	157	-10
\$473.80	1206	HELMETTA BORO	4	7	3
\$0.00	1207	HIGHLAND PARK BORO	30	18	-12
\$947.59	1208	JAMESBURG BORO	4	10	6
\$0.00	1209	OLD BRIDGE TWP	179	120	-59
\$0.00	1210	METUCHEN BORO	36	22	-14
\$0.00	1211	MIDDLESEX BORO	33	29	-4
\$0.00	1212	MILLTOWN BORO	42	12	-30
\$2,842.78	1213	MONROE TWP	63	81	18
\$0.00	1214	NEW BRUNSWICK CITY	137	81	-56
\$6,159.36	1215	NORTH BRUNSWICK TWP	51	90	39
\$157.93	1216	PERTH AMBOY	60	61	1
\$0.00	1217	PISCATAWAY TWP	101	100	-1
\$0.00	1218	PLAINSBORO TWP	61	59	-2
\$0.00	1219	SAYREVILLE BORO	152	83	-69
\$0.00	1220	SOUTH AMBOY CITY	78	25	-53
\$0.00	1221	SO BRUNSWICK TWP	125	60	-65
\$5,527.63	1222	SOUTH PLAINFIELD BORO	55	90	35
\$0.00	1223	SOUTH RIVER BORO	29	16	-13
\$2,526.92	1224	SPOTSWOOD BORO	22	38	16
\$2,526.92	1225	WOODBRIIDGE TWP	267	283	16
\$37,429.96		MIDDLESEX COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
MONMOUTH COUNTY					
\$3,790.38	1301	ALLENHURST BORO	3	27	24
\$0.00	1302	ALLENTOWN BORO	24	8	-16
\$0.00	1303	ASBURY PARK CITY	39.5	30	-9.5
\$0.00	1304	COLTS NECK TWP	103	35	-68
\$0.00	1305	ATLANTIC HIGHLANDS BORO	37	17	-20
\$0.00	1306	AVON BY THE SEA BORO	26	5	-21
\$631.73	1307	BELMAR BORO	48	52	4
\$0.00	1308	BRADLEY BEACH BORO	19	6	-13
\$0.00	1309	BRIELLE BORO	192	32	-160
\$552.76	1310	DEAL BORO	12.5	16	3.5
\$0.00	1311	EATONTOWN BORO	47	19	-28
\$473.80	1312	ENGLISHTOWN BORO	6	9	3
\$631.73	1313	FAIR HAVEN BORO	5	9	4
\$0.00	1314	FARMINGDALE BORO	9	3	-6
\$0.00	1315	FREEHOLD BORO	28	26	-2
\$5,843.50	1316	FREEHOLD TWP	87	124	37
\$4,580.04	1317	HIGHLANDS BORO	21	50	29
\$0.00	1318	HOLMDEL TWP	134	59	-75
\$0.00	1319	HOWELL TWP	263	172	-91
\$631.73	1320	INTERLAKEN BORO	0	4	4
\$0.00	1321	KEANSBURG BORO	66	7	-59
\$3,632.44	1322	KEYPORT BORO	16	39	23
\$4,737.97	1323	LITTLE SILVER BORO	6	36	30
\$0.00	1324	LOCH ARBOR VILLAGE	5	1	-4
\$0.00	1325	LONG BRANCH CITY	87	53	-34
\$0.00	1326	MANALAPAN TWP	72	17	-55
\$0.00	1327	MANASQUAN BORO	60	14	-46
\$0.00	1328	MARLBORO TWP	56	48	-8
\$0.00	1329	MATAWAN BORO	12	12	0
\$1,737.26	1330	ABERDEEN TWP	48	59	11
\$0.00	1331	MIDDLETOWN TWP	340	131	-209
\$1,421.39	1332	MILLSTONE TWP	34	43	9
\$0.00	1333	MONMOUTH BEACH BORO	16	7	-9
\$4,737.97	1334	NEPTUNE TWP	30	60	30
\$0.00	1335	NEPTUNE CITY	24	19	-5
\$0.00	1336	TINTON FALLS	126	57	-69
\$1,105.53	1337	OCEAN TWP	94	101	7
\$0.00	1338	OCEANPORT BORO	17	6	-11
\$0.00	1339	HAZLET TWP	147	69	-78
\$2,605.88	1340	RED BANK BORO	27.5	44	16.5
\$0.00	1341	ROOSEVELT BORO	1	1	0
\$947.59	1342	RUMSON BORO	4	10	6
\$0.00	1343	SEA BRIGHT BORO	27	14	-13
\$0.00	1344	SEA GIRT BORO	13	8	-5
\$3,000.71	1345	SHREWSBURY BORO	1	20	19
\$0.00	1346	SHREWSBURY TWP	19	4	-15
\$0.00	1348	SPRING LAKE BORO	7	7	0
\$0.00	1349	SPRING LAKE HEIGHTS	41.5	7	-34.5
\$0.00	1350	UNION BEACH BORO	32	17	-15
\$3,158.65	1351	UPPER FREEHOLD TWP	24	44	20
\$0.00	1352	WALL TWP	376	167	-209
\$0.00	1353	WEST LONG BRANCH BORO	18	16	-2
\$44,221.06		MONMOUTH COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
MORRIS COUNTY					
\$1,263.46	1401	BOONTON TOWN	13	21	8
\$0.00	1402	BOONTON TWP	5	1	-4
\$0.00	1403	BUTLER BORO	27	18	-9
\$0.00	1404	CHATHAM BORO	9	7	-2
\$0.00	1405	CHATHAM TWP	20	5	-15
\$0.00	1406	CHESTER BORO	15	8	-7
\$473.80	1407	CHESTER TWP	10	13	3
\$2,053.12	1408	DENVILLE TWP	68	81	13
\$0.00	1409	DOVER TOWN	102	23	-79
\$789.66	1410	EAST HANOVER TWP	12	17	5
\$4,264.17	1411	FLORHAM PARK BORO	15	42	27
\$2,368.98	1412	HANOVER TWP	45	60	15
\$0.00	1413	HARDING TWP	26.5	26	-0.5
\$1,579.32	1414	JEFFERSON TWP	24	34	10
\$0.00	1415	KINNELON BORO	12	9	-3
\$0.00	1416	LINCOLN PK BORO	10	10	0
\$0.00	1417	MADISON BORO	28	11	-17
\$0.00	1418	MENDHAM BORO	20	10	-10
\$157.93	1419	MENDHAM TWP	20	21	1
\$0.00	1420	MINE HILL TWP	69	4	-65
\$0.00	1421	MONTVILLE TWP	40	31	-9
\$8,686.28	1422	MORRIS TWP	42	97	55
\$0.00	1423	MORRIS PLAINS BORO	22	15	-7
\$0.00	1424	MORRISTOWN TOWN	46	29	-17
\$0.00	1426	MOUNT ARLINGTON BORO	34	19	-15
\$0.00	1427	MOUNT OLIVE TWP	152	59	-93
\$157.93	1428	NETCONG BORO	12	13	1
\$0.00	1429	PARSIPPANY - TROY HILLS	176	128	-48
\$789.66	1430	LONG HILL TWP	7	12	5
\$789.66	1431	PEQUANNOCK TWP	41	46	5
\$0.00	1432	RANDOLPH TWP	71	58	-13
\$473.80	1433	RIVERDALE BORO	24	27	3
\$0.00	1434	ROCKAWAY BORO	32	23	-9
\$0.00	1435	ROCKAWAY TWP	106.5	61	-45.5
\$0.00	1436	ROXBURY TWP	354	42	-312
\$0.00	1437	VICTORY GARDENS BORO	3	2	-1
\$0.00	1438	WASHINGTON TWP	46	27	-19
\$0.00	1439	WHARTON BORO	19	16	-3
\$23,847.77		MORRIS COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
OCEAN COUNTY					
\$0.00	1501	BARNEGAT LIGHT BORO	2	1	-1
\$947.59	1502	BAY HEAD BORO	4	10	6
\$0.00	1503	BEACH HAVEN BORO	8	4	-4
\$0.00	1504	BEACHWOOD BORO	34	23	-11
\$0.00	1505	BERKELEY TWP	93	61	-32
\$0.00	1506	BRICK TWP	200	176	-24
\$0.00	1507	TOMS RIVER TWP	434	297	-137
\$0.00	1508	EAGLESWOOD TWP	30	16	-14
\$157.93	1509	HARVEY CEDARS BORO	3	4	1
\$157.93	1510	ISLAND HEIGHTS BORO	12	13	1
\$6,949.02	1511	JACKSON TWP	82	126	44
\$947.59	1512	LACEY TWP	69	75	6
\$0.00	1513	LAKEHURST BORO	60	16	-44
\$13,266.31	1514	LAKEWOOD TWP	86	170	84
\$0.00	1515	LAVALLETTE BORO	31	4	-27
\$0.00	1516	LITTLE EGG HARBOR	62	39	-23
\$6,949.02	1517	LONG BEACH TWP	4	48	44
\$0.00	1518	MANCHESTER TWP	140	55	-85
\$0.00	1519	MANTOLOKING BORO	8	4	-4
\$2,526.92	1520	OCEAN TWP	34	50	16
\$0.00	1521	OCEAN GATE BORO	3	3	0
\$0.00	1522	PINE BEACH BORO	38	2	-36
\$1,105.53	1523	PLUMSTED TWP	2	9	7
\$0.00	1524	POINT PLEASANT BORO	44	44	0
\$1,579.32	1525	POINT PLEASANT BEACH	27	37	10
\$0.00	1526	SEASIDE HEIGHTS BORO	103	83	-20
\$0.00	1527	SEASIDE PARK BORO	49	8	-41
\$0.00	1528	SHIP BOTTOM BORO	24	19	-5
\$0.00	1529	SOUTH TOMS RIVER BORO	33	27	-6
\$3,158.65	1530	STAFFORD TWP	79	99	20
\$0.00	1531	SURF CITY BORO	15	1	-14
\$2,526.92	1532	TUCKERTON BORO	11	27	16
\$6,949.02	1533	BARNEGAT TWP	39	83	44
\$47,221.75		OCEAN COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
PASSAIC COUNTY					
\$0.00	1601	BLOOMINGDALE BORO	34	5	-29
\$0.00	1602	CLIFTON CITY	183	130	-53
\$0.00	1603	HALEDON BORO	22	6	-16
\$2,368.98	1604	HAWTHORNE BORO	9	24	15
\$0.00	1605	LITTLE FALLS TWP	39	38	-1
\$0.00	1606	NORTH HALDEDON BORO	15	1	-14
\$13,424.25	1607	PASSAIC CITY	45	130	85
\$0.00	1608	PATERSON CITY	286	171	-115
\$0.00	1609	POMPTON LAKES BORO	18	14	-4
\$0.00	1610	PROSPECT PARK BORO	14	2	-12
\$0.00	1611	RINGWOOD BORO	44	20	-24
\$6,633.16	1612	TOTOWA BORO	35	77	42
\$1,421.39	1613	WANAQUE BORO	24	33	9
\$1,263.46	1614	WAYNE TWP	80	88	8
\$0.00	1615	WEST MILFORD TWP	128	71	-57
\$157.93	1616	WOODLAND PARK BORO	29	30	1
\$25,269.17		PASSAIC COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
SALEM COUNTY					
\$0.00	1701	ALLOWAY TWP	21	8	-13
\$0.00	1702	ELMER BORO	15	2	-13
\$0.00	1703	ELSINBORO TWP	13	1	-12
\$0.00	1705	PENNSVILLE TWP	84	34	-50
\$2,684.85	1706	MANNINGTON TWP	0	17	17
\$0.00	1707	OLDMANS TWP	43	18	-25
\$0.00	1708	PENNS GROVE BORO	39	18	-21
\$0.00	1709	PILESGROVE TWP	73	33	-40
\$0.00	1710	PITTSBGROVE TWP	74	34	-40
\$0.00	1711	QUINTON TWP	22	12	-10
\$0.00	1712	SALEM CITY	47	9	-38
\$1,263.46	1713	CARNEYS POINT TWP	41	49	8
\$0.00	1714	UPPER PITTSBGROVE TWP	43	30	-13
\$0.00	1715	WOODSTOWN BORO	29	5	-24
\$3,948.31		SALEM COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
SOMERSET COUNTY					
\$315.86	1801	BEDMINISTER TWP	46	48	2
\$0.00	1802	BERNARDS TWP	77	50	-27
\$0.00	1803	BERNARDSVILLE BORO	21	11	-10
\$0.00	1804	BOUND BROOK BORO	49	31	-18
\$0.00	1805	BRANCHBURG TWP	49	39	-10
\$0.00	1806	BRIDGEWATER TWP	106	84	-22
\$789.66	1807	FAR HILLS BORO	8	13	5
\$0.00	1808	FRANKLIN TWP	64	62	-2
\$0.00	1809	GREEN BROOK TWP	73	18	-55
\$0.00	1810	HILLSBOROUGH TWP	70	49	-21
\$0.00	1811	MANVILLE BORO	34	33	-1
\$0.00	1813	MONTGOMERY TWP	52	19	-33
\$0.00	1814	NO PLAINFIELD BORO TREAS	72	34	-38
\$473.80	1815	PEAPACK GLADSTONE BORO	7	10	3
\$1,579.32	1816	RARITAN BORO	27	37	10
\$0.00	1817	ROCKY HILL BORO	3	2	-1
\$0.00	1818	SOMERVILLE BORO	38	23	-15
\$3,632.44	1819	SOUTH BOUND BROOK TWP	0	23	23
\$1,579.32	1820	WARREN TWP	24	34	10
\$3,158.65	1821	WATCHUNG BORO	11	31	20
\$11,529.05		SOMERSET COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
SUSSEX COUNTY					
\$0.00	1901	ANDOVER BORO	25	2	-23
\$0.00	1902	ANDOVER TWP	43	9	-34
\$157.93	1903	BRANCHVILLE BORO	2	3	1
\$0.00	1904	BYRAM TWP	64	22	-42
\$0.00	1905	FRANKFORD TWP	72	32	-40
\$0.00	1906	FRANKLIN BORO	18	16	-2
\$0.00	1907	FREDON TWP	39	3	-36
\$0.00	1908	GREEN TWP	24	9	-15
\$0.00	1909	HAMBURG BORO	22	6	-16
\$0.00	1910	HAMPTON TWP	28	13	-15
\$0.00	1911	HARDYSTON TWP	22	17	-5
\$0.00	1912	HOPATCONG BORO	58	17	-41
\$0.00	1913	LAFAYETTE TWP	26	9	-17
\$0.00	1914	MONTAGUE TWP	11	8	-3
\$0.00	1915	NEWTON TOWN	55	20	-35
\$157.93	1916	OGDENBURG BORO	3	4	1
\$0.00	1917	SANDYSTON TWP	51	5	-46
\$0.00	1918	SPARTA TWP	75	47	-28
\$0.00	1919	STANHOPE BORO	39	10	-29
\$0.00	1920	STILLWATER TWP	49	3	-46
\$0.00	1921	SUSSEX BORO	17	7	-10
\$0.00	1922	VERNON TWP	64	40	-24
\$157.93	1924	WANTAGE TWP	42	43	1
\$473.79		SUSSEX COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
UNION COUNTY					
\$1,737.26	2001	BERKELEY HEIGHTS TWP	11	22	11
\$0.00	2002	CLARK TWP	74	39	-35
\$0.00	2003	CRANFORD TWP	48	42	-6
\$3,790.38	2004	ELIZABETH CITY	111	135	24
\$0.00	2006	GARWOOD BORO	19	9	-10
\$0.00	2007	HILLSIDE TWP	43	41	-2
\$0.00	2008	KENILWORTH BORO	29	16	-13
\$0.00	2009	LINDEN CITY	166	128	-38
\$3,000.71	2010	MOUNTAINSIDE BORO	14	33	19
\$0.00	2011	NEW PROVIDENCE BORO	17	14	-3
\$11,844.92	2012	PLAINFIELD CITY	80	155	75
\$2,842.78	2013	RAHWAY CITY	74	92	18
\$4,580.04	2014	ROSELLE BORO	30	59	29
\$0.00	2015	ROSELLE PARK BORO	45	27	-18
\$3,000.71	2016	SCOTCH PLAINS TWP	22	41	19
\$0.00	2017	SPRINGFIELD TWP	55	47	-8
\$0.00	2018	SUMMIT CITY	43	43	0
\$5,211.77	2019	UNION TWP	167	200	33
\$0.00	2020	WESTFIELD TOWN	63	45	-18
\$36,008.57		UNION COUNTY TOTAL			

Anticipated Money	Municipality Code	Municipality	DWI Filings Base Year	2021 DWI Filings	Difference
WARREN COUNTY					
\$2,842.78	2101	ALLAMUCHY TWP	33	51	18
\$315.86	2102	ALPHA BORO	0	2	2
\$0.00	2103	BELVIDERE TOWN	9	7	-2
\$0.00	2104	BLAIRSTOWN TWP	52	24	-28
\$0.00	2105	FRANKLIN TWP	29	11	-18
\$0.00	2106	FRELINGHUYSEN TWP	8	5	-3
\$0.00	2107	GREENWICH TWP	33	16	-17
\$0.00	2108	HACKETTSTOWN TOWN	55	17	-38
\$157.93	2109	HARDWICK TWP	3	4	1
\$0.00	2110	HARMONY TWP	13	6	-7
\$2,684.85	2111	HOPE TWP	17	34	17
\$0.00	2112	INDEPENDENCE TWP	38	24	-14
\$0.00	2113	KNOWLTON TWP	77	20	-57
\$0.00	2114	LIBERTY TWP	7	5	-2
\$0.00	2115	LOPATCONG TWP	44	11	-33
\$0.00	2116	MANSFIELD TWP	25	17	-8
\$157.93	2117	OXFORD TWP	0	1	1
\$0.00	2119	PHILLIPSBURG TOWN	105	32	-73
\$0.00	2120	POHATCONG TWP	22	19	-3
\$0.00	2121	WASHINGTON BORO	27	10	-17
\$0.00	2122	WASHINGTON TWP	43	20	-23
\$0.00	2123	WHITE TWP	70	19	-51
\$6,159.35		WARREN COUNTY TOTAL			
\$550,552.01		STATE TOTAL			

Guidelines for the Expenditure of Municipal Court Alcohol Education Rehabilitation and Enforcement Funds (Chapter 531)

[Guidelines Promulgated May 18, 2009]

The Alcohol Education, Rehabilitation and Enforcement Fund (N.J.S.A. 26:2B-32 to -35) was established for the purpose of assisting the municipal courts in their efforts to dispose of DWI matters. The statute establishing the alcohol fund states that the money "...shall be allocated to the municipality for the purpose of maintaining its municipal court, which may include payments to municipal court judges, municipal prosecutors, and other municipal court personnel for work performed in addition to regular employment hours" (N.J.S.A. 26:2B-35).

When funding special court sessions, the judge, prosecutor, and other municipal court personnel must be paid no more than the rate of compensation they are paid for regular court sessions. It should be understood that court staff can only be compensated if the session is conducted after the conclusion of regular court hours.

The purchase of DWI related forms, supplies, tickets and publications is consistent with the legislative intent that all expenditures of these funds be related to the adjudication of DWI cases.

Acceptable Expenditures

- Compensation to judges, other municipal court personnel, municipal prosecutors, interpreters, and, for cases involving indigent defendants, to public defenders and expert witnesses for special DWI court sessions conducted after the conclusion of regular court hours
- Purchase of DWI materials such as forms, supplies, tickets, etc. relating to DWI cases
- Purchase of DWI publications
- Any other items needed to manage or process DWI cases

The sole use of this fund is to finance work that facilitates the adjudication of DWI cases. It is not intended to supplement the court's budget. In order to ensure that these funds are expended in accordance with the statute, **all proposed expenses must be submitted to the Assignment Judge, or his or her designee, per Rule 1:33-4 for approval prior to committing or disbursing these funds.** This can be accomplished either through the annual budget submission or by a specific request. Proposals must be submitted on a detailed justification form promulgated by the Administrative Director that demonstrates how the expenses will directly relate to the court's efforts to efficiently and effectively dispose of DWI cases.

DB:dh
08-09-22

R-29

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE
AND APPROPRIATION NJSA 40A:4-87**

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

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

BE IT RESOLVED, that the City Council of the City of Camden in the County of Camden, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$123,484.53, which is now available from NJDEP Clean Communities in the amount of \$123,484.53.

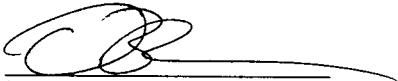
BE IT FURTHER RESOLVED, that the like sum of \$123,484.53 is hereby appropriated under the caption "2022 NJ Clean Communities Grant".

BE IT FURTHER RESOLVED that the above is the result of funds from NJDEP Clean Communities in the amount of \$123,484.53.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: August 9, 2022

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

FROM: Keith L. Walker, Director of Public Works

Department Making Request: Public Works

TITLE OF RESOLUTION/ORDINANCE: Resolution of the City of Camden authorizing the insertion of an NJ DEP Clean Communities Grant in the amount of \$123,484.53 as a CY22 Budget special item, pursuant to NJSA 40:87 Chapter 159.

BRIEF DESCRIPTION OF ACTION: City Council authorization for budget insertion of the 2022 NJ Clean Communities Grant in the amount of \$123,484.53.
The grant will allow for the continuation of the City of Camden Clean Communities Program which promotes anti-littering efforts and education.

BIDDING PROCESS: N/A

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

APPROPRIATION/REVENUE ACCOUNT(S): N/A

AMOUNT: (If applicable) \$123,484.53



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:	6/21/22 <i>[Signature]</i>	<i>[Signature]</i>
Approved by Grants Management:	6/27/22 <i>[Signature]</i>	<i>[Signature]</i>
Approved by Finance Director:	6/27/22 <i>[Signature]</i>	<i>[Signature]</i>
☐ CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____ <i>[Signature]</i>	_____ <i>[Signature]</i>
Approved by Business Administrator:	7/18/22 <i>[Signature]</i>	_____ <i>[Signature]</i>
Received by City Attorney:	7/29/22 <i>[Signature]</i>	_____ <i>[Signature]</i>

	(Name) Please Print	(Extension #)
Prepared By:	Angela 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*****

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

Department: Public Works

Grant Administrator: Angela Watkins

Administrator #: 856-757-7139

Grant/Project Name:		2022 NJ Clean Communities Grant			
Grant #:					
City Contract Date:			City Contract #:		
Application Resolution #:			Appropriation Code :		
Funding Source:		NJ DEP Clean Communities Account Fund			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$123,484.53			
Local Match:	Y	☒ N	Cash:		In-Kind: ☐
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:		
Term of Grant:			Location of Activity:		
Date of Analysis:		06/24/22		Reviewed By:	

Summary:

6/9/22 – Submitted a City Council request for acceptance and insertion.

The NJ Dept. of Environmental Protection has awarded the City of Camden \$123,484.53 from the Clean Communities Account Fund, which provides grants to local and county governments to support anti-littering programs and education.

Grant funds are applied to the City of Camden's Clean Camden Campaign events (city-wide cleanups), the purchase of trash cans for commercial corridors and residents, equipment for cleaning/greening, etc.

No match is required with this grant.

Time Lines:

Problematic Areas/Recommendations:

MUNICIPALITY	COUNTY	FY 22	
		DISTRIBUTION	
HAINESPORT TWP	BURLINGTON	\$	15,220.98
LUMBERTON TWP	BURLINGTON	\$	27,097.57
MANSFIELD TWP	BURLINGTON	\$	20,572.16
MAPLE SHADE TWP	BURLINGTON	\$	40,092.66
MEDFORD LAKES BORO	BURLINGTON	\$	11,445.13
MEDFORD TWP	BURLINGTON	\$	70,165.36
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AUDUBON PARK BORO	CAMDEN	\$	4,000.00
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BELLMAWR BORO	CAMDEN	\$	24,366.49
BERLIN BORO	CAMDEN	\$	16,304.77
BERLIN TWP	CAMDEN	\$	14,400.10
BROOKLAWN BORO	CAMDEN	\$	4,065.38
CAMDEN CITY	CAMDEN	\$	123,484.53 *
CHERRY HILL TWP	CAMDEN	\$	155,560.83
CHESILHURST BORO	CAMDEN	\$	5,566.89
CLEMENTON BORO	CAMDEN	\$	11,354.45
COLLINGSWOOD BORO	CAMDEN	\$	29,510.12
GIBBSBORO BORO	CAMDEN	\$	5,160.55
GLOUCESTER CITY	CAMDEN	\$	21,675.33
GLOUCESTER TWP	CAMDEN	\$	129,188.80
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HADDON TWP	CAMDEN	\$	32,067.01
HADDONFIELD BORO	CAMDEN	\$	24,214.33
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LINDENWOLD BORO	CAMDEN	\$	38,708.07
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MERCHANTVILLE BORO	CAMDEN	\$	7,459.08
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RUNNEMEDE BORO	CAMDEN	\$	17,484.29
SOMERDALE BORO	CAMDEN	\$	12,522.80

**CLEAN COMMUNITIES GRANTS
DISTRIBUTION FOR COUNTIES
FY22**

COUNTY	FY 22 DISTRIBUTION
ATLANTIC	\$ 131,162.88
BERGEN	\$ 155,656.82
BURLINGTON	\$ 177,988.99
CAMDEN	\$ 139,678.34
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ESSEX	\$ 75,522.66
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MONMOUTH	\$ 133,527.30
MORRIS	\$ 100,624.58
OCEAN	\$ 216,879.20
PASSAIC	\$ 86,750.97
SALEM	\$ 126,562.05
SOMERSET	\$ 87,611.40
SUSSEX	\$ 110,437.80
UNION	\$ 63,419.69
WARREN	\$ 92,151.79
TOTAL	\$ 2,387,107.61

U.S. GOVERNMENT PRINTING OFFICE: 1975
DEPARTMENT OF THE TREASURY - TRENTON, NEW JERSEY 08625 0221

[illegible]

QUESTIONS SHOULD BE DIRECTED TO MR. [REDACTED]

5555 CARDEN CITY

CHECK
AT0002099364

DATE 05/27/22

PAYEE CAMDEN CITY

OMBZTB (Rev. 12/2020)

DETACH BEFORE CASHING CHECK AND RETURN TO:

REMOVE DOCUMENT! ALONG WITH MULTIPLE

THE FACE OF THIS DOCUMENT HAS A IDENTIFICATION OF THE TREASURY
Department Of The Treasury
NEW JERSEY
1210
11-73

STATE OF NEW JERSEY
08625-0221
Tranton, New Jersey

CLEAN COMMUNITIES ACCOUNT

four and

*****123,484,53
Added, Alford and Payne's Married

PAY TO THE ORDER OF: CAMDEN CITY
520 MARKET STREET
P O BOX 96120
CAMDEN NJ 08101 5120

WELLS FARGO BANK, N.A.
2000031126744

00002099364 012000248

11-26744-20000311



STATE OF NEW JERSEY

VENDOR PAYMENT INQUIRY

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Payment Details

The data displayed relates all of the payment line information provided to NJCFS to generate this payment.

If you are unable to identify this payment by the data displayed, you can contact the fiscal area of the originating State agency for assistance at SAGAR.PATEL@DEP.NJ.GOV. Please include your vendor code and the voucher number in your message.

Vendor Name	CAMDEN CITY
Vendor Code	21600041800
Payment Type	Check
Check Number	0002099364
Payment Date	May 27, 2022
Check Total	\$123,484.53

Options

[Printable Version](#)[Return to Previous Page](#)

Payment Line Details

Trans Code	UA
Voucher Agency	ENVIRONMENTAL PROTECTION
Voucher Number	4900CC21723
Payee Reference	FY2022 CLEAN COMMUNITIES GRANT
Line Number	01
Line Amount	\$123,484.53
Disbursed Amount	\$123,484.53

Additional Information

Budget Fiscal Year	2022
Fund	765
Agency	ENVIRONMENTAL PROTECTION
Organization	SOLID WASTE ADMINISTRATION
Appr. Unit	004
Object	6020
Revenue Source	N/A
Purchase Order Number	N/A
Contract Number	N/A
CFDA Number	N/A
CFDA Description	N/A

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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 NJ Dept. of Environmental Protection has awarded the City of Camden \$123,484.53 from the Clean Communities Account Fund, which provides grants to local and county governments to support anti-littering programs and education.

Grant funds are applied to the City of Camden's Clean Camden Campaign events (city-wide cleanups), the purchase of trash cans for commercial corridors and residents, equipment for cleaning/greening, etc.

No match is required with this grant.

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

Name	Keith L. Walker
Title	Director of Public Works
Telephone Number	856-757-7139
Email	KeWalker@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?

There will be no further obligations other than record keeping.

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

N/A

Mayor's Signature

Date _____

Business Administrator/Manager Signature

Date _____

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

For LGS use only:

☐ Approved

☐ Denied

Date _____

Director or Designee,
Division of Local Government Services

Number Assigned _____

DB:dh
08-09-22

R-30

**RESOLUTION ACCEPTING THE 2022 NJ CLEAN COMMUNITIES GRANT
IN THE AMOUNT OF \$123,484.53**

WHEREAS, the New Jersey Department of Environmental Protection has issued the City of Camden a NJ Clean Communities Grant in the amount of One Hundred Twenty-Three Thousand Four Hundred Eighty-Four Dollars and Fifty-Three Cents (\$123,484.53) for the City of Camden Clean Communities Program which promotes anti-littering efforts and education; and

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

BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept said grant in the amount of One Hundred Twenty-Three Thousand Four Hundred Eighty-Four Dollars and Fifty-Three Cents (\$123,484.53) from the New Jersey Department of Environmental Protection for the City of Camden Clean Communities Program; now, therefore

BE IT FURTHER RESOLVED, that the proper officers of the City of Camden are hereby authorized to execute the necessary documents in order to accept said grant.

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

Date: August 9, 2022

The above has been reviewed
and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: August 9, 2022

TO: Timothy J. Cunningham, 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 the 2022 NJ Clean Communities Grant in the amount of \$123,484.53.

BRIEF DESCRIPTION OF ACTION: City Council authorization to accept the 2022 NJ Clean Communities Grant in the amount of \$123,484.53.
The grant will allow for the continuation of the City of Camden Clean Communities Program which promotes anti-littering efforts and education.

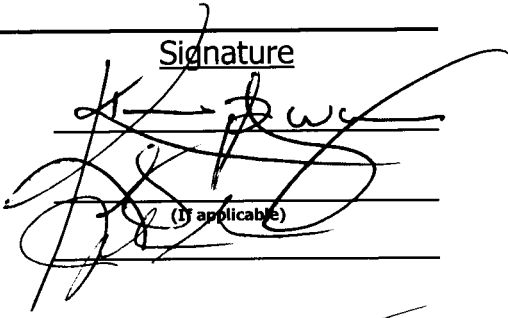
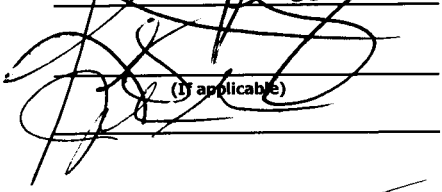
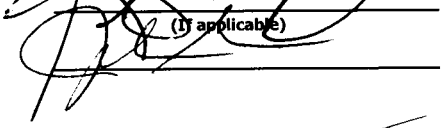
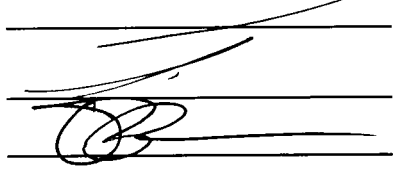
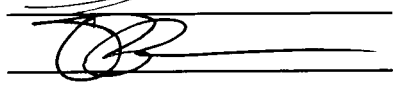
BIDDING PROCESS: N/A

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

APPROPRIATION/REVENUE ACCOUNT(S): N/A

AMOUNT: (If applicable) \$123,484.53

☒ **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:	6/21/22	
Approved by Grants Management:	6/27/22	
Approved by Finance Director:	6/27/22	
☐ CAF - Certifications of Availability of Funds		(If applicable)
Approved by Purchasing Agent:		
Approved by Business Administrator:	7/14/22	
Received by City Attorney:	7/25/22	

	(Name) Please Print	(Extension #)
Prepared By:	Angela 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******

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

Department: Public Works

Grant Administrator: Angela Watkins

Administrator #: 856-757-7139

Grant/Project Name:		2022 NJ Clean Communities Grant			
Grant #:					
City Contract Date:			City Contract #:		
Application Resolution #:			Appropriation Code :		
Funding Source:		NJ DEP Clean Communities Account Fund			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$123,484.53			
Local Match:	Y	<u>N</u>	Cash:		In-Kind:
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:		
Term of Grant:			Location of Activity:		
Date of Analysis:		6/29/22		Reviewed By:	

Summary:

6/9/22 – Submitted a City Council request for acceptance and insertion.

The NJ Dept. of Environmental Protection has awarded the City of Camden \$123,484.53 from the Clean Communities Account Fund, which provides grants to local and county governments to support anti-littering programs and education.

Grant funds are applied to the City of Camden's Clean Camden Campaign events (city-wide cleanups), the purchase of trash cans for commercial corridors and residents, equipment for cleaning/greening, etc.

No match is required with this grant.

Time Lines:

Problematic Areas/Recommendations:

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DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
GRANT APPROVAL FORM**

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Title	Director of Public Works
Telephone Number	856-757-7139
Email	KeWalker@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?

There will be no further obligations other than record keeping.

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

N/A

Mayor's Signature

Date_____

Business Administrator/Manager Signature

Date_____

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

For LGS use only:

☐ Approved

☐ Denied

Date _____

Director or Designee,
Division of Local Government Services

Number Assigned _____

MUNICIPALITY	COUNTY	FY 22 DISTRIBUTION
HAINESPORT TWP	BURLINGTON	\$ 15,220.98
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FY22**

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SALEM	\$ 126,562.05
SOMERSET	\$ 87,611.40
SUSSEX	\$ 110,437.80
UNION	\$ 63,419.69
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TOTAL	\$ 2,387,107.61



STATE OF NEW JERSEY

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Vendor Name	CAMDEN CITY
Vendor Code	21600041800
Payment Type	Check
Check Number	0002099364
Payment Date	May 27, 2022
Check Total	\$123,484.53

Options

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Payment Line Details

Trans Code	UA
Voucher Agency	ENVIRONMENTAL PROTECTION
Voucher Number	4900CC21723
Payee Reference	FY2022 CLEAN COMMUNITIES GRANT
Line Number	01
Line Amount	\$123,484.53
Disbursed Amount	\$123,484.53

Additional Information

Budget Fiscal Year	2022
Fund	765
Agency	ENVIRONMENTAL PROTECTION
Organization	SOLID WASTE ADMINISTRATION
Appr. Unit	004
Object	6020
Revenue Source	N/A
Purchase Order Number	N/A
Contract Number	N/A
CFDA Number	N/A
CFDA Description	N/A

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Amended at August 2nd, 2022 Caucus meeting
Please note that items within boxed area (s) are items added.
Items on consent Agenda include Resolutions: 1-2, 4-8, 10-21, 24, 27-28, 30



CITY COUNCIL AGENDA

AUGUST 9TH, 2022 – 5:00 P.M.
CITY COUNCIL CHAMBER

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

APPROVAL OF MINUTES

COMMUNICATIONS

Department of Finance

1. Check registers of the City of Camden for the period of June 28th, 2022 to July 24th, 2022.
2. Payroll registers of the City of Camden for the period of July 8th, 2022 and July 22, 2022

OLD BUSINESS

ORDINANCES – FIRST READING

Office of City Council

1. An Ordinance amending Chapter 283 of the City of Camden Code prohibiting harassment, intimidation or bullying of minors in the City of Camden
2. Ordinance amending and supplementing municipal ordinance MC-5326, adopted on March 9, 2021

Office of the City Attorney

3. Ordinance authorizing the removal of deed restrictions and reversionary language on 505 Newton Avenue
4. Ordinance authorizing the City of Camden to enter into an agreement of sale with the State of New Jersey for the sale of a portion of Block 1380, Lot 26 (The New Camden Cemetery)

Department of Administration

5. Ordinance authorizing an amendment #2 to the services agreement for the operation, management, maintenance and repair of the City of Camden's water supply and sewer collection system with American Water Operations and Maintenance, LLC
6. An Ordinance further amending and supplementing an Ordinance entitled, "An Ordinance fixing the salary ranges to be paid to certain officers and employees in the unclassified service of the City of Camden" Adopted December 23, 1982 (MC-1917)
7. Ordinance authorizing the approval of an application for a long term tax exemption and service fee in lieu of taxes pursuant to N.J.S.A. 40A:20-1 ET SEQ. and execution of a financial agreement between the City of Camden and Northgate Preservation Urban Renewal LLC

Department of Public Works

8. An Ordinance designating restricted residential parking zones for individuals with disabilities of personalized signage to certain areas in the City of Camden as handicap parking privileges only

Department of Administration

9. An Ordinance further amending and supplementing an Ordinance entitled "An Ordinance fixing the salary ranges to be paid certain officers and employees in the classified and unclassified service of the City of Camden", Adopted April 27, 1972

ORDINANCES - SECOND READING & PUBLIC HEARING

Office of the City Attorney

1. Ordinance authorizing an amended lease agreement between the City of Camden and Project H.O.P.E.
2. Ordinance authorizing a lease agreement between the City of Camden and the Camden Special Services District, Inc.
3. Ordinance authorizing the vacation of a portion of a four (4) foot alleyway between the Park Boulevard and Greenwood Avenue

4. Ordinance authorizing the City of Camden to enter into a trail easement agreement with EDS Investments, LLC
5. Ordinance authorizing the City of Camden to execute a deed transferring four (4) properties to St. Joseph's Carpenter Society

Department of Administration

6. An Ordinance further amending and supplementing an Ordinance entitled, "An Ordinance fixing the salary ranges to be paid to certain officers and employees in the classified and unclassified service of the City of Camden", adopted December 23, 1982 (MC-1917)

Department of Development & Planning

7. An Ordinance amending and supplementing an Ordinance entitled, "An Ordinance providing for the regulation of vehicles and pedestrians in the streets of the City of Camden and the enforcement thereof," Ordinance 717, adopted December 27, 1945 to designate a "No Parking Zone"

Department of Public Works

8. An Ordinance authorizing the removal of handicap parking privileges in certain locations in the City of Camden
9. An Ordinance designating restricted residential parking zones for individuals with disabilities of personalized signage to certain areas in the City of Camden as handicap parking privileges only

Office of the Municipal Clerk

10. An Ordinance establishing Chapter 323 of the Code of the City of Camden requiring the filing of employee residency reports by certain employers in the City of Camden

RESOLUTIONS

Office of City Council

1. Resolution in support of the East Camden Post Office at 2816 Federal Street remaining open and encouraging our federal government officials to support this post office as the Camden community would be substantially harmed if the United States postal service were to move to close it
2. Resolution re-appointing Christopher C. Hampton as a member of the City of Camden Arts, Cultural and heritage commission for a term of 2 years, commencing August 11th, 2022 and expiring August 10th, 2024

Office of the City Attorney

3. Resolution ratifying a right of entry permit & indemnification agreement between the State of New Jersey to enter on the City's land located on the corner of Mt. Ephraim and Ferry Avenues

4. Resolution authorizing the execution of a shared services agreement between the City of Camden and the Camden Redevelopment Agency, ("CRA") for affirmative action officer services and compliance officer services
5. Resolution authorizing the settlement of litigation
6. Resolution authorizing the settlement of litigation
7. Resolution authorizing amendment #2 to contract #03-21-117 with Capehart Scatchard in the amount of \$30,000.00 for ongoing general legal services for the City of Camden
8. Resolution authorizing extension of time to complete foreclosure

Department of Administration

9. Resolution of the council of the City of Camden, in the County of Camden, State of New Jersey, authorizing the preparation and application to the local finance board seeking approval of amendment #2 to the services agreement with American Water Operations and Maintenance, LLC, pursuant to and in accordance with N.J.S.A. 58:26-19 ET. SEQ., and N.J.S.A. 58:27-19
10. Resolution awarding a contract to McManimon, Scotland & Baumann (MS&B) 75 Livingston Avenue, Roseland, NJ 07068 for Bond Counsel for a period of one (1) year in an amount not to exceed \$75,000.00
11. Resolution awarding a contract to Affinity IT Security Services, 1243 Sussex Turnpike, Suite #1, Randolph, NJ 07869
12. Resolution authorizing a contract under New Jersey State Contract #20-Tele-01510 to Dell Marketing, One Dell Way, Round Rock, TX 78664

Department of Planning & Development

13. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87
14. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87
15. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87
16. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87
17. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87

18. Resolution awarding a contract for extraordinary, unspecifiable services with Camden Business Association, Inc. and the Latin American Economic Development Association, Inc. for the buy Camden Initiative Program in the amount not to exceed \$183,069.00
19. Resolution approving the release of performance guaranty in the amount of \$39,600.00 to Branch Village Associates, LLC- phase II, Northeast Ferry Avenue and 9th Street, Block 551, Lot 1
20. 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
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
22. Resolution authorizing a professional services contract to Herbert, Rowland & Grubic, Inc. ("HRG") for a stormwater utility fund feasibility study in the City of Camden (RFP#22-05) in the amount of \$67,000.00
23. Resolution authorizing a contract to Levy Construction Company, Inc. of Oaklyn, NJ for the rehabilitation of three (3) community centers
24. Resolution authorizing the acceptance of transportation alternatives program (NJDOT) funding award in the amount of \$825,000.00 for use in connection with the North Camden Waterfront Park Development Project

Department of Finance

25. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87
26. Resolution approving the reduction of municipal lien value down to the fair market value of the property per recommendation of Lien Review Committee

Department of Fire

27. Resolution to approve the Camden Fire Department to apply for the NJ Governor's American Rescue Plan Firefighters Grant (ARP)

Department of Municipal Court

28. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87

Department of Public Works

29. Resolution requesting approval of items of revenue and appropriation NJSA 40A:4-87
30. Resolution accepting the 2022 NJ Clean Communities Grant in the amount of \$123,484.53

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.

AN ORDINANCE FURTHER AMENDING AND SUPPLEMENTING AN ORDINANCE
ENTITLED "AN ORDINANCE FIXING THE SALARY RANGES TO BE PAID TO CERTAIN
OFFICERS AND EMPLOYEES IN THE CLASSIFIED AND UNCLASSIFIED SERVICE OF
THE CITY OF CAMDEN", ADOPTED APRIL 27, 1972

BE IT ORDAINED, by the City Council of the City of Camden that, an ordinance entitled,
"An Ordinance Fixing the Salary Ranges to Be Paid To Certain Officers and Employees in the
Classified and Unclassified Service Of The City of Camden", adopted April 27, 1972 is
amended and supplemented as stated herein, with attachments, as follows:

SECTION 1. AMENDING the salary and wage by adding the members of the Fire and
Police Departments of the City of Camden following salaries for the titles listed herein have
been negotiated with the appropriate Collective Bargaining Associations. Longevity payments
as specified in the labor agreements shall be added to the salaries and paid bi-weekly.

Year	1/1/2021 2.25%	7/1/2021 2.75%	1/1/2022 2.25%	7/1/2022 2.75%	1/1/2023 2.25%	7/1/2023 2.75%	1/1/2024 2.25%	7/1/2024 2.75%
	+ 1 DAY							
Fire Captain	113,458	116,579	119,202	122,480	125,235	128,679	131,575	135,193
Sr. Fire Captain*	117,583	120,816	123,535	126,932	129,788	133,357	136,357	140,107
Assistant Training Officer UFD	113,374	116,492	119,113	122,389	125,142	128,584	131,477	135,092
Sr. Assistant Training Officer UFD*	117,495	120,726	123,443	126,837	129,691	133,258	136,256	140,003
Supervising Fire Prevention Specialist UFD	121,509	124,851	127,660	131,171	134,122	137,810	140,911	144,786
Sr. Supervising Fire Prevention Specialist UFD*	125,956	129,420	132,332	135,971	139,031	142,854	146,068	150,085
Battalion Fire Chief	122,676	126,050	128,886	132,430	135,410	139,134	142,264	146,176
Sr. Battalion Fire Chief*	127,171	130,669	133,609	137,283	140,372	144,232	147,477	151,533
Training Officer UFD	122,585	125,956	128,790	132,332	135,309	139,030	142,158	146,068
Sr. Training Officer UFD*	127,077	130,571	133,509	137,181	140,267	144,125	147,367	151,420
Supervising Mechanic UFD	122,585	125,956	128,790	132,332	135,309	139,030	142,158	146,068
Sr. Supervising Mechanic UFD*	127,077	130,571	133,509	137,181	140,267	144,125	147,367	151,420
Fire Official/Fire Protection Subcode Official UFD	130,712	134,307	137,328	141,105	144,280	148,248	151,583	155,752
Sr. Fire Official/Fire Protection Subcode Official UFD*	135,528	139,255	142,388	146,303	149,595	153,709	157,168	161,490

* Entering years in
PFRS

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

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

SECTION 4. If any provision of this ordinance is declared invalid, such invalidity shall
not 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 9, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

	Council Meeting Date:

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

DATE: August 1, 2022

FROM: Lisa Y. Picon

Department Making Request: Administration

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

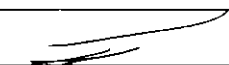
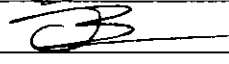
Setting salaries for IAFF Local # 2578 pursuant to Arbitrator's Award for the years of: 2021, 2022, 2023 & 2024.

BRIEF DESCRIPTION:

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

APPROPRIATION ACCOUNT(S):

AMOUNT:

	<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:	_____	_____
Approved by Business Administrator:	<u>8/1/22</u>	
Received by City Attorney:	<u>8/2/22</u>	

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

AN ORDINANCE FURTHER AMENDING AND SUPPLEMENTING AN ORDINANCE
ENTITLED "AN ORDINANCE FIXING THE SALARY RANGES TO BE PAID TO CERTAIN
OFFICERS AND EMPLOYEES IN THE CLASSIFIED AND UNCLASSIFIED SERVICE OF
THE CITY OF CAMDEN", ADOPTED APRIL 27, 1972

BE IT ORDAINED, by the City Council of the City of Camden that, an ordinance entitled, "An Ordinance Fixing the Salary Ranges to Be Paid To Certain Officers and Employees in the Classified and Unclassified Service Of The City of Camden", adopted April 27, 1972 is amended and supplemented as stated herein, with attachments, as follows:

SECTION 1. AMENDING the salary and wage by adding the members of the Fire and Police Departments of the City of Camden following salaries for the titles listed herein have been negotiated with the appropriate Collective Bargaining Associations. Longevity payments as specified in the labor agreements shall be added to the salaries and paid bi-weekly.

Year	1/1/2021 2.25%	7/1/2021 2.75%	1/1/2022 2.25%	7/1/2022 2.75%	1/1/2023 2.25%	7/1/2023 2.75%	1/1/2024 2.25%	7/1/2024 2.75%
	+ 1 DAY							
Fire Captain	113,458	116,579	119,202	122,480	125,235	128,679	131,575	135,193
Sr. Fire Captain*	117,583	120,816	123,535	126,932	129,788	133,357	136,357	140,107
Assistant Training Officer UFD	113,374	116,492	119,113	122,389	125,142	128,584	131,477	135,092
Sr. Assistant Training Officer UFD*	117,495	120,726	123,443	126,837	129,691	133,258	136,256	140,003
Supervising Fire Prevention Specialist UFD	121,509	124,851	127,660	131,171	134,122	137,810	140,911	144,786
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Sr. Training Officer UFD*	127,077	130,571	133,509	137,181	140,267	144,125	147,367	151,420
Supervising Mechanic UFD	122,585	125,956	128,790	132,332	135,309	139,030	142,158	146,068
Sr. Supervising Mechanic UFD*	127,077	130,571	133,509	137,181	140,267	144,125	147,367	151,420
Fire Official/Fire Protection Subcode Official UFD	130,712	134,307	137,328	141,105	144,280	148,248	151,583	155,752
Sr. Fire Official/Fire Protection Subcode Official UFD*	135,528	139,255	142,388	146,303	149,595	153,709	157,168	161,490

* Entering years in
PFRS

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

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

SECTION 4. If any provision of this ordinance is declared invalid, such invalidity shall not 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:

AN ORDINANCE ESTABLISHING CHAPTER 323 OF THE CODE OF THE CITY OF CAMDEN REQUIRING THE FILING OF EMPLOYEE RESIDENCY REPORTS BY CERTAIN EMPLOYERS IN THE CITY OF CAMDEN

BE IT ORDAINED by the City of Camden that Chapter 323 of the Code of the City of Camden is hereby established as follows:

323-1 Findings

- (a) Data collected and published by the New Jersey Division of Labor and Workforce Development shows that unemployment rates in Camden City have, for many years, regularly and substantially exceeded the State's and Camden County's unemployment rates. Median household income the City also falls well below State and County rates.
- (b) The state constitution and state law, including but not limited to N.J.S.A. 40:48-2, authorize municipalities to make, amend, repeal and enforce ordinances necessary and proper for the good government, order, and protection of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants.
- (c) The provisions of this Chapter will help identify Employers, as defined herein, who employ and compensate City residents as Employees, as defined herein. Although this Chapter contains no mandate to hire City residents or to set their compensation, this identification of the employment and compensation of City residents will provide valuable information to job-seekers and is likely to encourage the employment of City residents and their receipt of fair compensation. This, along with other factors such as the provision of health insurance benefits and other fringe benefits to Employees, charitable contributions to City organizations and other support and benefits to Camden residents, is likely to help in alleviating the economic woes of City residents by reducing unemployment and substandard pay. In so doing, the provisions of this Chapter promote good government, order, and protection of persons and property and the preservation of the public health, safety and welfare of the inhabitants of the City.
- (d) Separately, the New Jersey and United States Supreme Courts both recognize the power of lawmakers to collect data for the purpose of wisely and effectively making legislative decisions such as ordinances or decisions about allocating City resources. Matter of Shain, 92 N.J. 524, 532-33 (1983) ("A legislative body cannot legislate wisely or effectively in the absence of information respecting the conditions which the legislation is intended to affect or change; and where the legislative body does not itself possess the requisite information—which not infrequently is true—recourse must be had to others who do possess it. Experience has taught that mere requests for such information often are unavailing, and also that information which is volunteered is not always accurate or complete; so some means of compulsion are essential to obtain what is needed. . . [S]tate courts quite generally have held that the power to legislate carries with it by necessary implication ample authority to obtain information needed in the rightful exercise of that power, and to employ compulsory process for the purpose") (quoting McGrain v. Daugherty, 273 U.S. 135, 165, 175 (1927)); see also Eggers v. Kenny, 15 N.J. 107, 119 (1954) (those empowered to make laws "must be furnished with adequate information on the subject; it is when they know of existing conditions . . . that they can best determine what legislative and executive steps should be taken for the protection of the public.")
- () The data collected in the reports required by this Chapter will help inform public input into decisions made by the City government, and the decisions themselves, about matters including the need for and desirability of additional employment

services, job or career training, and additional steps to encourage hiring and payment of fair compensation to local residents. Such decisions may include the adoption or amendment of ordinances, the annual budgetary allocation of City resources, and the allocation of federal and state grant funds, for purposes including the promotion and encouragement of job-seekers and for the employment and fair compensation of City residents by Employers.

- (a) N.J.A.C. 12:56-4.1 already requires Employers to make and keep payroll records that include the name and address of each Employee, and his or her earnings of gross wages or salary. Thus, there is no undue burden in Employers in performing the data collection and submission required by this Chapter.

323-2 Definitions

"City" means the City of Camden.

"Closing date" means the last day of an Employer's last pay period before June 30 and December 31 of each calendar year.

"Employee" means a person employed by an Employer, whether full-time or part-time, and:

- (i) whose principal workplace is in the City, or,
- (ii) if the person works remotely or does not have a fixed workplace, reports to a person or office located in the City.
- (iii) For purposes of this definition, a full-time Employee is defined as a salaried or hourly Employee working on average no less than 30 hours per week, or 720 hours if employed throughout an entire semiannual reporting period.

"Employer" means any public or private individual, partnership, association, corporation, company, school, university, hospital, governmental entity, joint operating venture, or any person or group of persons acting directly or indirectly in the interest of an Employer in relation to an Employee, and

- (i) which maintains, in the City, one or more places of business such as an office, factory, market, warehouse, store, facility, service, school, university, hospital, or governmental location,
- (ii) employs twenty-five (25) or more Employees,
- (iii) For purposes of this definition, any Employer receiving federal and/or state funding, subsidies and/or benefits, and/or required to obtain a license pursuant to Chapter 485 of the Code of the City of Camden is subject to this ordinance.

"Pay band" means the wage intervals periodically published by the U.S. Bureau of Labor Statistics, Occupational Employment and Wage Statistics program, that set forth ranges of pay or compensation, and which are in effect as of the respective closing date. For purposes of determining an Employee's pay band under this Chapter, an Employee's wage shall be the straight-time per hour pay earned by such Employee as of the closing date, and for salaried Employees, an Employee's gross annual pay shall be the Employee's gross annual salary rate as of the closing date.

"Reside." For purposes of determining whether an Employee resides in the City or does not reside in the City, the payroll records of the Employer reflecting the Employee's home address as provided by the Employee are determinative.

323-3 Semiannual Employee Residency Report required

(a) Each Employer, on or before February 1 and August 1 of each calendar year shall file with the City Clerk the Semiannual Employee Residency Report described in this Chapter. The Clerk may not charge or collect a filing or other fee for the Report.

(b) The Semiannual Employee Residency Report due February 1 is a report for a reporting period from July 1 to the ensuing closing date of the prior year; the Semiannual Employee Residency Report due August 1 is a report for a reporting period from January 1 to the ensuing closing date of that same year.

323-4 Contents of Semiannual Employee Residency Report

Appendix A to this Chapter sets forth an acceptable format for a Semiannual Employee Residency Report. The Semiannual Employee Residency Report shall contain:

- (a) The name of the Employer, both its official name and any doing-business-as name;
- (b) The reporting period of the Report;
- (c) The address or addresses of the Employer's place or places of business in the City;
- (d) The total number of Employees employed by the Employer on the applicable closing date, and, separately, the number of such Employees-
 - (i) Who reside in the City; and
 - (ii) Who do not reside in the City.
- (e) The aggregate number of hours of work performed by its Employees during the reporting period and, separately, the number of hours of work performed by Employees-
 - (i) Who reside in the City; and
 - (ii) Who do not reside in the City.
- (f) The total number of Employees who earn compensation at the rate set forth in each pay band as of the applicable closing date, and, separately, the number of such Employees-
 - (i) Who reside in the City; and
 - (ii) Who do not reside in the City.
- (g) Subject to section 323-5, and on a voluntary basis, any additional information, commentary or explanation that the Employer may choose to include; and
- (h) A certification by an authorized representative of the Employer with knowledge of the facts reported in the report stating that the contents thereof are true and acknowledging the penalty for false certifications if the contents thereof are not true.

323-5 Privacy protections

Other than the name of the certifying representative required by 323-4(h) of this Chapter, the Semiannual Employee Residency Report shall not contain the name of any individual Employee, his or her residential street address, or such Employee's specific wage, salary, or compensation, or any other similar personal information about any Employee.

323-6 Evasion of disclosure requirements

[RESERVED]

323-7 Public information

Every Semiannual Employee Residency Report required by this Chapter is public information upon being filed with the City Clerk and shall be disclosed on demand to any person requesting the same under applicable public record laws.

323-8 Penalties and effects on other ordinances

- (a) if an Employer is, or is required to be, licensed under Chapter 485 of the Code of the City of Camden, and such Employer is required by this Chapter to file a Semiannual Employee Residency Report, the failure of such Employer to file a Semiannual Employee Residency Report within thirty (30) days of its due date is a material violation of an ordinance within the meaning of section 485-20(a)(3) of the Code of the City of Camden.
- (b) An Employer who is required to file the Semiannual Employee Residency Report but fails to do so by the date required may be fined, in a proceeding before the Municipal Court-
 - i. If the Report between 1 and 30 days late, \$25.00 per day for each day the report is late; and
 - ii. If the Report is more than 30 days late, the maximum penalty provided by sections 1-15 to 1-18 of the Code of the City of Camden for each day the Report is late, calculated from its initial due date.
- (c) The filing of a Semiannual Employee Residency Report that purposely, knowingly, or recklessly includes one or more materially false statements is a violation of this Chapter. Either an Employer filing such a report, or the authorized representative signing such a report, or both, may be fined, in a proceeding before the Municipal Court, the maximum penalty provided by sections 1-15 to 1-18 of the Code of the City of Camden for such a violation.

323-9 Recordkeeping

Each Employer shall keep and maintain records sufficient to establish the accuracy of each Semiannual Employee Residency Report for 24 months from the due date of each such Report.

323-10 Guidance documents by City Clerk; electronic submission of Reports

The City Clerk may adopt and publish FAQs and/or guidance documents necessary or appropriate to interpret this Chapter and to guide and ensure compliance with this Chapter. The City Clerk may establish and provide a method for the electronic submission and filing of Reports required by this Chapter.

APPENDIX A FORM SEMIANNUAL EMPLOYEE RESIDENCY REPORT

CAMDEN SEMIANNUAL EMPLOYEE RESIDENCY REPORT

See Chapter 323 of the Code of the City of Camden for definitions and instructions

EMPLOYER NAME

STREET ADDRESS OF EACH CAMDEN
CITY PLACE OF BUSINESS

REPORTING PERIOD _____
YEAR _____

20X

X check one:
JANUARY-JUNE

TOTAL EMPLOYEES

TOTAL	CAMDEN RESIDENTS	NON-CAMDEN RESIDENTS
XXX	XXX	XXX

**TOTAL HOURS WORKED BY
EMPLOYEES**

TOTAL	CAMDEN RESIDENTS	NON-CAMDEN RESIDENTS
XX,XXX	XX,XXX	XX,XXX

NUMBER OF EMPLOYEES BY BLS OEWS WAGE INTERVAL;

	TOTAL	CAMDEN RESIDENTS	NON-CAMDEN RESIDENTS
Range A	XX	XX	XX
Range B	XX	XX	XX
Range C	XX	XX	XX
Range D	XX	XX	XX
Range E	XX	XX	XX
Range F	XX	XX	XX
Range G	XX	XX	XX
Range H	XX	XX	XX
Range I	XX	XX	XX
Range J	XX	XX	XX
Range K	XX	XX	XX
Range L	XX	XX	XX

ADDITIONAL COMMENTS/EXPLANATIONS VOLUNTARILY PROVIDED BY EMPLOYER, INCLUDING DISCLOSURES OF HEALTH INSURANCE AND OTHER BENEFITS PROVIDED TO EMPLOYEES, CHARITABLE CONTRIBUTIONS TO CITY ORGANIZATIONS AND OTHER SUPPORT AND BENEFITS TO CAMDEN RESIDENTS:

The undersigned declares under the penalties prescribed by law for false certifications that: (i) s/he is an authorized representative of the reporting employer; ii) s/he has knowledge of the facts set forth in this report; and (iii) all of the foregoing statements in this report are true and correct.

(signature and printed name)

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

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

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

Date of Introduction: August 9, 2022

The above has been reviewed
and approved as to form.

DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST:

LUIS PASTORIZA
Municipal Clerk

AN ORDINANCE ESTABLISHING CHAPTER 323 OF THE CODE OF THE
CITY OF CAMDEN REQUIRING THE FILING OF EMPLOYEE
RESIDENCY REPORTS BY CERTAIN EMPLOYERS IN THE CITY OF
CAMDEN

BE IT ORDAINED by the City of Camden that Chapter 323 of the Code of the City of Camden is hereby established as follows:

323-1 Findings

- (a) Data collected and published by the New Jersey Division of Labor and Workforce Development shows that unemployment rates in Camden City have, for many years, regularly and substantially exceeded the State's and Camden County's unemployment rates. Median household income the City also falls well below State and County rates.
- (b) The state constitution and state law, including but not limited to N.J.S.A. 40:48-2, authorize municipalities to make, amend, repeal and enforce ordinances necessary and proper for the good government, order, and protection of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants.
- (c) The provisions of this Chapter will help identify Employers, as defined herein, who employ and compensate City residents as Employees, as defined herein. Although this Chapter contains no mandate to hire City residents or to set their compensation, this identification of the employment and compensation of City residents will provide valuable information to job-seekers and is likely to encourage the employment of City residents and their receipt of fair compensation. This, along with other factors such as the provision of health insurance benefits and other fringe benefits to Employees, charitable contributions to City organizations and other support and benefits to Camden residents, is likely to help in alleviating the economic woes of City residents by reducing unemployment and substandard pay. In so doing, the provisions of this Chapter promote good government, order, and protection of persons and property and the preservation of the public health, safety and welfare of the inhabitants of the City.
- (d) Separately, the New Jersey and United States Supreme Courts both recognize the power of lawmakers to collect data for the purpose of wisely and effectively making legislative decisions such as ordinances or decisions about allocating City resources. Matter of Shain, 92 N.J. 524, 532-33 (1983) ("A legislative body cannot legislate wisely or effectively in the absence of information respecting the conditions which the legislation is intended to affect or change; and where the legislative body does not itself possess the requisite information—which not infrequently is true—recourse must be had to others who do possess it. Experience has taught that mere requests for such information often are unavailing, and also that information which is volunteered is not always accurate or complete; so some means of compulsion are essential to obtain what is needed. . . [S]tate courts quite generally have held that the power to legislate carries with it by necessary implication ample authority to obtain information needed in the rightful exercise of that power, and to employ . . . compulsory process for the purpose") (quoting McGrain v. Daugherty, 273 U.S. 135, 165, 175 (1927)); see also Eggers v. Kenny, 15 N.J. 107, 119 (1954) (those empowered to make laws "must be furnished with adequate information on the subject; it is when they know of existing conditions . . . that they can best determine what legislative and executive steps should be taken for the protection of the public.")
- () The data collected in the reports required by this Chapter will help inform public input into decisions made by the City government, and the decisions themselves, about matters including the need for and desirability of additional employment

services, job or career training, and additional steps to encourage hiring and payment of fair compensation to local residents. Such decisions may include the adoption or amendment of ordinances, the annual budgetary allocation of City resources, and the allocation of federal and state grant funds, for purposes including the promotion and encouragement of job-seekers and for the employment and fair compensation of City residents by Employers.

- (a) N.J.A.C. 12:56-4.1 already requires Employers to make and keep payroll records that include the name and address of each Employee, and his or her earnings of gross wages or salary. Thus, there is no undue burden in Employers in performing the data collection and submission required by this Chapter.

323-2 Definitions

"City" means the City of Camden.

"Closing date" means the last day of an Employer's last pay period before June 30 and December 31 of each calendar year.

"Employee" means a person employed by an Employer, whether full-time or part-time, and:

- (i) whose principal workplace is in the City, or,
- (ii) if the person works remotely or does not have a fixed workplace, reports to a person or office located in the City.
- (iii) For purposes of this definition, a full-time Employee is defined as a salaried or hourly Employee working on average no less than 30 hours per week, or 720 hours if employed throughout an entire semiannual reporting period.

"Employer" means any public or private individual, partnership, association, corporation, company, school, university, hospital, governmental entity, joint operating venture, or any person or group of persons acting directly or indirectly in the interest of an Employer in relation to an Employee, and

- (i) which maintains, in the City, one or more places of business such as an office, factory, market, warehouse, store, facility, service, school, university, hospital, or governmental location,
- (ii) employs twenty-five (25) or more Employees,
- (iii) For purposes of this definition, any Employer receiving federal and/or state funding, subsidies and/or benefits, and/or required to obtain a license pursuant to Chapter 485 of the Code of the City of Camden is subject to this ordinance.

"Pay band" means the wage intervals periodically published by the U.S. Bureau of Labor Statistics, Occupational Employment and Wage Statistics program, that set forth ranges of pay or compensation, and which are in effect as of the respective closing date. For purposes of determining an Employee's pay band under this Chapter, an Employee's wage shall be the straight-time per hour pay earned by such Employee as of the closing date, and for salaried Employees, an Employee's gross annual pay shall be the Employee's gross annual salary rate as of the closing date.

"Reside." For purposes of determining whether an Employee resides in the City or does not reside in the City, the payroll records of the Employer reflecting the Employee's home address as provided by the Employee are determinative.

323-3 Semiannual Employee Residency Report required

(a) Each Employer, on or before February 1 and August 1 of each calendar year shall file with the City Clerk the Semiannual Employee Residency Report described in this Chapter. The Clerk may not charge or collect a filing or other fee for the Report.

(b) The Semiannual Employee Residency Report due February 1 is a report for a reporting period from July 1 to the ensuing closing date of the prior year; the Semiannual Employee Residency Report due August 1 is a report for a reporting period from January 1 to the ensuing closing date of that same year.

323-4 Contents of Semiannual Employee Residency Report

Appendix A to this Chapter sets forth an acceptable format for a Semiannual Employee Residency Report. The Semiannual Employee Residency Report shall contain:

- (a) The name of the Employer, both its official name and any doing-business-as name;
- (b) The reporting period of the Report;
- (c) The address or addresses of the Employer's place or places of business in the City;
- (d) The total number of Employees employed by the Employer on the applicable closing date, and, separately, the number of such Employees-
 - (i) Who reside in the City; and
 - (ii) Who do not reside in the City.
- (e) The aggregate number of hours of work performed by its Employees during the reporting period and, separately, the number of hours of work performed by Employees-
 - (i) Who reside in the City; and
 - (ii) Who do not reside in the City.
- (f) The total number of Employees who earn compensation at the rate set forth in each pay band as of the applicable closing date, and, separately, the number of such Employees-
 - (i) Who reside in the City; and
 - (ii) Who do not reside in the City.
- (g) Subject to section 323-5, and on a voluntary basis, any additional information, commentary or explanation that the Employer may choose to include; and
- (h) A certification by an authorized representative of the Employer with knowledge of the facts reported in the report stating that the contents thereof are true and acknowledging the penalty for false certifications if the contents thereof are not true.

323-5 Privacy protections

Other than the name of the certifying representative required by 323-4(h) of this Chapter, the Semiannual Employee Residency Report shall not contain the name of any individual Employee, his or her residential street address, or such Employee's specific wage, salary, or compensation, or any other similar personal information about any Employee.

323-6 Evasion of disclosure requirements

[RESERVED]

323-7 Public information

Every Semiannual Employee Residency Report required by this Chapter is public information upon being filed with the City Clerk and shall be disclosed on demand to any person requesting the same under applicable public record laws.

323-8 Penalties and effects on other ordinances

(a) if an Employer is, or is required to be, licensed under Chapter 485 of the Code of the City of Camden, and such Employer is required by this Chapter to file a Semiannual Employee Residency Report, the failure of such Employer to file a Semiannual Employee Residency Report within thirty (30) days of its due date is a material violation of an ordinance within the meaning of section 485-20(a)(3) of the Code of the City of Camden.

(b) An Employer who is required to file the Semiannual Employee Residency Report but fails to do so by the date required may be fined, in a proceeding before the Municipal Court-

i. If the Report between 1 and 30 days late, \$25.00 per day for each day the report is late; and

ii. If the Report is more than 30 days late, the maximum penalty provided by sections 1-15 to 1-18 of the Code of the City of Camden for each day the Report is late, calculated from its initial due date.

(c) The filing of a Semiannual Employee Residency Report that purposely, knowingly, or recklessly includes one or more materially false statements is a violation of this Chapter. Either an Employer filing such a report, or the authorized representative signing such a report, or both, may be fined, in a proceeding before the Municipal Court, the maximum penalty provided by sections 1-15 to 1-18 of the Code of the City of Camden for such a violation.

323-9 Recordkeeping

Each Employer shall keep and maintain records sufficient to establish the accuracy of each Semiannual Employee Residency Report for 24 months from the due date of each such Report.

323-10 Guidance documents by City Clerk; electronic submission of Reports

The City Clerk may adopt and publish FAQs and/or guidance documents necessary or appropriate to interpret this Chapter and to guide and ensure compliance with this Chapter. The City Clerk may establish and provide a method for the electronic submission and filing of Reports required by this Chapter.

APPENDIX A FORM SEMIANNUAL EMPLOYEE RESIDENCY REPORT

CAMDEN SEMIANNUAL EMPLOYEE RESIDENCY REPORT

See Chapter 323 of the Code of the City of Camden for definitions and instructions

EMPLOYER NAME

STREET ADDRESS OF EACH CAMDEN

CITY PLACE OF BUSINESS

REPORTING PERIOD _____
YEAR _____

20X

X check one:

JANUARY-JUNE

TOTAL EMPLOYEES

TOTAL	CAMDEN RESIDENTS	NON-CAMDEN RESIDENTS
XXX	XXX	XXX

**TOTAL HOURS WORKED BY
EMPLOYEES**

TOTAL	CAMDEN RESIDENTS	NON-CAMDEN RESIDENTS
XX,XXX	XX,XXX	XX,XXX

NUMBER OF EMPLOYEES BY BLS OEWS WAGE INTERVAL:

	TOTAL	CAMDEN RESIDENTS	NON-CAMDEN RESIDENTS
Range A	XX	XX	XX
Range B	XX	XX	XX
Range C	XX	XX	XX
Range D	XX	XX	XX
Range E	XX	XX	XX
Range F	XX	XX	XX
Range G	XX	XX	XX
Range H	XX	XX	XX
Range I	XX	XX	XX
Range J	XX	XX	XX
Range K	XX	XX	XX
Range L	XX	XX	XX

**ADDITIONAL COMMENTS/EXPLANATIONS VOLUNTARILY PROVIDED BY EMPLOYER, INCLUDING
DISCLOSURES OF HEALTH INSURANCE AND OTHER BENEFITS PROVIDED TO EMPLOYEES,
CHARITABLE CONTRIBUTIONS TO CITY ORGANIZATIONS AND OTHER SUPPORT AND BENEFITS TO
CAMDEN RESIDENTS:**

The undersigned declares under the penalties prescribed by law for false
certifications that: (i) s/he is an authorized representative of the reporting
employer; ii) s/he has knowledge of the facts set forth in this report; and (iii) all of the foregoing
statements in this report are true and correct.

(signature and printed name)

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

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Date of Introduction: August 9, 2022

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and approved as to form.

DANIEL S. BLACKBURN
City Attorney

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Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk