



AGENDA

CITY OF CAMDEN

CITY COUNCIL SPECIAL MEETING

October 25th, 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

SPECIAL MEETING
OCTOBER 25TH, 2022– 5:00 P.M.
VIRTUAL ZOOM MEETING

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

ORDINANCE 1ST READING

Office of City Attorney

1. Ordinance authorizing the renewal of lease agreement(s) between the City of Camden and Camcare Health Corporation

Department of Administration

2. Ordinance amending MC-5371, adopted on February 8, 2022, governing the establishment and control of recreational cannabis licenses in the City of Camden

RESOLUTIONS

Office of City Attorney

1. Resolution amending Resolution R-31 (MC-8663) authorizing the cancellation of charges on properties owned by the Camden Redevelopment Agency

Department of Administration

2. Resolution to terminate the City of Camden's participation under the State Health Benefits Program (SHBP)
3. Resolution authorizing a memorandum of understanding with the State of New Jersey, Department of Community Affairs, Division of Local Government Services on receipt of 2022 Calendar year transitional aid to the City of Camden
4. Resolution authorizing an application to the U.S. Environmental Protection Agency for the Brownfields Cleanup Grant for the Robert B. Johnson Park

5. Resolution referring a proposed amendment to the City of Camden Code MC-5371, adopted on February 8, 2022, permitting certain classes of Cannabis establishments in the City of Camden of Camden, to the City of Camden Planning Board for a report as provided for by N.J.S.A. 40:55D-26
6. Resolution authorizing the acceptance of Mount Construction, 427 S. White Horse Pike, Berlin, NJ 08009 request to withdrawal their bid submissions for Bid #22-13 combined sewer outfall maintenance and rehabilitation and Bid #22-14 separate storm sewer outfall maintenance and rehabilitation
7. Resolution authorizing a sub recipient agreement between the City of Camden and Camden County for Von Neida Park-phase III planned improvement project
8. Resolution authorizing the award of a construction contract to Mobile Dredging Video Pipe, Inc., 1566 Harding Highway, Newfield, NJ 08344 for the combined sewer outfall maintenance and rehabilitation Bid #22-13
9. Resolution authorizing the award of a construction contract to AP Construction, 915 Blackhorse Pike, Blackwood, NJ 08012 for the combined sewer outfall maintenance and rehabilitation Bid #22-14

Office of Municipal Clerk

10. Resolution authorizing the City of Camden to apply for a 2022 William G. Rohrer Foundation Grant through PNC Charitable Trust in the amount of \$5,000.00

Department of Finance

11. Resolution certifying compliance with regulations of the Local Finance Board of the State of New Jersey, the governing body of the City of Camden certification of the annual audit
12. Resolution approving the Corrective Action Plan for the Calendar year 2021 Municipal Audit

Department of Public Works

13. Resolution authorizing the request to extend the term of the emergency services agreement with Waste Management of New Jersey, Inc. for the collection of solid waste and recyclable materials
14. Resolution authorizing the acceptance of PSE&G outdoor lighting agreement for the upgrade to Led lighting on Sayrs Street
15. Resolution authorizing the acceptance of PSE&G outdoor lighting agreements for the upgrade to Led Lighting on Everett Street
16. Resolution authorizing the acceptance of PSE&G outdoor lighting agreements for the upgrade to Led Lighting on Whitman Avenue

ADJOURNMENT

Ordinances 1st
Reading

DB:yrh
10/25/22

0-1

**ORDINANCE AUTHORIZING THE RENEWAL OF LEASE AGREEMENT(S)
BETWEEN THE CITY OF CAMDEN AND CAMCARE HEALTH CORPORATION**

WHEREAS, the City of Camden is the owner of the premises located at 1000 North 6th Street (formerly known as NS Erie & 6th Street) Block 747, Lot 1 and 701 Carl Miller Blvd (formerly NW 8th & Carl Miller Blvd) Block 522, Lot 9, Camden, New Jersey; and

WHEREAS, the City of Camden desires to renew the Lease Agreements with Camcare Health Corporation for the period of 5 years; and

WHEREAS, the City of Camden will lease said premises to Camcare for a period of five years covering the period from September 1, 2022 and terminating on August 31, 2027.

WHEREAS, the City of Camden has determined that the said lease would be in the best interest of the City of Camden and its residents.


WHEREAS, Camcare Health Corporation will be responsible for rent in the amount of \$350.00 per month for each of the premises and for all utilities, including all charges for electricity, water, sewer, heating, air conditioning, telephone services and any and all other public utilities.

BE IT ORDAINED, by the City Council of the City of Camden, that the proper offices be and are hereby authorized to enter into Lease Agreements with the Camcare Health Corporation for each of the premises.

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: October 25, 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: October 25, 2022

TO: Timothy J. Cunningham, Business Administrator

FROM: Yolanda R. Hawkins, Real Estate Officer

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

TITLE OF RESOLUTION/ORDINANCE: ORDINANCE AUTHORIZING THE RENEWAL OF LEASE AGREEMENTS BETWEEN THE CITY OF CAMDEN AND CAMCARE HEALTH CORPORATION



BRIEF DESCRIPTION OF ACTION: The City desires to renew said agreements and continue its partnership with Camcare for the benefit of Camden City residents.

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:	_____	_____
		(If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	10/19/22	
Received by City Attorney:	10/20/22	

	<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*****

**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	Lease Agreement
Name of Vendor	Camcare Health Corporation
Purpose or Need for service:	To renew lease agreements of City property located at 1000 N. 6th Street and 701 Carl Miller Blvd. for Health Centers.
Contract Award Amount	
Term of Contract	5 Years
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	
Were other proposals received? If so, please attach the names and amounts for each proposal received?	

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

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

Mayor's Signature*

Date _____

Business Administrator/Manager Signature

Date _____

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

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

Chief Financial Officer Signature

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

Certifying Officer

Date

For LGS use only:

☐ Approved

☐ Denied

Director or Designee,
Division of Local Government Services

Number Assigned _____

**ORDINANCE AMENDING MC-5371, ADOPTED ON FEBRUARY 8, 2022,
GOVERNING THE ESTABLISHMENT AND CONTROL OF RECREATIONAL
CANNABIS LICENSES IN THE CITY OF CAMDEN**

WHEREAS, the City Council of the City of Camden, on February 8, 2022 adopted Ordinance MC-5371, which established and controls recreational cannabis licenses in the City of Camden; and

WHEREAS, by MC-5414, adopted on October 11, 2022, the City Council of the City of Camden amended MC-5371, adopted on February 8, 2022, to increase the location of licenses and distance requirements as follows:

D. Licensing

4. Location of Licenses: The following State classified cannabis classes are permitted in the corresponding zoning districts:

- a. Class 1; Cultivator – Commercial 3 and Light Industrial 2
- b. Class 2; Manufacturer – Light Industrial Zone – LI-1
- c. Class 3; Wholesale – Light Industrial Zones, LI-1 and LI-2
- d. Class 4; Distributor – Light Industrial Zone – LI-1
- e. Class 5; Retail – permitted in the following zones:
 - i. C-2 Zone – Gateway/Waterfront South
 - ii. C-3 Zone – Old Pathmark Area
 - iii. C-4 Zone – Admiral Wilson Boulevard
 - iv. US Zone – University Services
 - v. CC Zone - Center City
 - vi. C-1 Zone - Haddon Avenue from Kaighn Avenue to Atlantic Avenue
- f. Any other properties outside the specific zones described in subsections (a) through (e) above, provided that the applicant/petitioner obtains a use variance, inclusive of any conditions, from the Zoning Board of Adjustment.
- g. Class 6: Delivery – In accordance with the Act, delivery of cannabis products within the City is authorized where permitted by State law.
- h. Any Delivery Service Provider seeking to establish a business in the City of Camden must comply with all applicable City of Camden Ordinances.

I. Distance Requirements

1. Cannabis Businesses; All Classes.

- a. Same.
- b. In addition to any other requirements and limitations established by the Commission from time to time, no cannabis business, including an Alternative Treatment Center seeking Class 1 through Class 5 licenses herein shall be located in any residential zone unless otherwise permitted in this Chapter.

WHEREAS, the City Council of the City of Camden now seeks to further amend MC 5371, adopted on February 8, 2022 to increase the number of cultivation licenses permitted in the City of Camden from one (1) Class 1 – Cultivator's license to three (3) Class 1 – Cultivator's licenses; now therefore

BE IT ORDAINED by the City Council of the City of Camden that MC-5371, adopted on February 8, 2022 is hereby further amended as follows:

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

D. Licensing

1. Local licensing authority. Same.
2. Classification of licenses. Same.
3. Maximum number of licenses. The City may issue a maximum of the following licenses:
 - a. A maximum of three (3) standard or micro-business licenses operating under Class 1 shall be permitted to operate within the City only in commercial zone areas specified below. A micro-business cannabis cultivator shall have a total cannabis grow area that does not exceed 2,500 square feet, measured on a horizontal plane, and 24 feet, measured vertically above the plane and shall possess a total of no more than 1,000 cannabis plants each month.

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

BE IT FURTHER ORDAINED that any portion of the MC-5371, adopted on February 8, 2002, not herein amended and supplemented shall remain in full force and effect.

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

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

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

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

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

Date of Introduction: October 25, 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: October 25, 2022

TO: City Council

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

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: ORDINANCE AMENDING MC-5371, ADOPTED ON FEBRUARY 8, 2022, GOVERNING THE ESTABLISHMENT AND CONTROL OF RECREATIONAL CANNABIS LICENSES IN THE CITY OF CAMDEN.

BRIEF DESCRIPTION: The City of Camden now seeks to further amend MC 5371, adopted on February 8, 2022 to increase the number of cultivation licenses permitted in the City of Camden from one (1) Class 1 – Cultivator's license to three (3) Class 1 – Cultivator's licenses.

BIDDING PROCESS:

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

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

AMOUNT: *(If applicable)*



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

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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
<input type="checkbox"/> CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	10/19/22	_____
Received by City Attorney:	10/19/22	_____

(Name) Please Print

(Extension #)

Prepared By: Diana Gonzalez	7150
Contact Person: Timothy J. Cunningham, Esq.	7150

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

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

**ORDINANCE AMENDING MC-5371, ADOPTED ON FEBRUARY 8, 2022,
GOVERNING THE ESTABLISHMENT AND CONTROL OF RECREATIONAL
CANNABIS LICENSES IN THE CITY OF CAMDEN**

WHEREAS, the City Council of the City of Camden, on February 8, 2022 adopted Ordinance MC-5371, which established and controls recreational cannabis licenses in the City of Camden; and

WHEREAS, by MC- ----, adopted on October 11, 2022, the City Council of the City of Camden amended MC-5371, adopted on February 8, 2022, to increase the location of licenses and distance requirements as follows:

D. Licensing

4. Location of Licenses: The following State classified cannabis classes are permitted in the corresponding zoning districts:

- a. Class 1; Cultivator – Commercial 3 and Light Industrial 2
- b. Class 2; Manufacturer – Light Industrial Zone – LI-1
- c. Class 3; Wholesale – Light Industrial Zones, LI-1 and LI-2
- d. Class 4; Distributor – Light Industrial Zone – LI-1
- e. Class 5; Retail – permitted in the following zones:
 - i. C-2 Zone – Gateway/Waterfront South
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 - iii. C-4 Zone – Admiral Wilson Boulevard
 - iv. US Zone – University Services
 - v. CC Zone - Center City
 - vi. C-1 Zone - Haddon Avenue from Kaighn Avenue to Atlantic Avenue
- f. Any other properties outside the specific zones described in subsections (a) through (e) above, provided that the applicant/petitioner obtains a use variance, inclusive of any conditions, from the Zoning Board of Adjustment.
- g. Class 6; Delivery – In accordance with the Act, delivery of cannabis products within the City is authorized where permitted by State law.
- h. Any Delivery Service Provider seeking to establish a business in the City of Camden must comply with all applicable City of Camden Ordinances.

I. Distance Requirements

1. Cannabis Businesses; All Classes.

- a. Same.

- b. In addition to any other requirements and limitations established by the Commission from time to time, no cannabis business, including an Alternative Treatment Center seeking Class 1 through Class 5 licenses herein shall be located in any residential zone unless otherwise permitted in this Chapter.

and

WHEREAS, the City Council of the City of Camden now seeks to further amend MC 5371, adopted on February 8, 2022 to increase the number of cultivation licenses permitted in the City of Camden from one (1) Class 1 – Cultivator’s license to three (3) Class 1 – Cultivator’s licenses; now therefore

BE IT ORDAINED by the City Council of the City of Camden that MC-5371, adopted on February 8, 2022 is hereby further amended as follows:

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

D. Licensing

1. Local licensing authority. Same.
2. Classification of licenses. Same.
3. Maximum number of licenses. The City may issue a maximum of the following licenses:
 - a. A maximum of three (3) standard or micro-business licenses operating under Class 1 shall be permitted to operate within the City only in commercial zone areas specified below. A micro-business cannabis cultivator shall have a total cannabis grow area that does not exceed 2,500 square feet, measured on a horizontal plane, and 24 feet, measured vertically above the plane and shall possess a total of no more than 1,000 cannabis plants each month.

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

BE IT FURTHER ORDAINED that any portion of the MC-5371, adopted on February 8, 2002, not herein amended and supplemented shall remain in full force and effect.

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

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

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

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

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

Date of Introduction: October 25, 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

Resolutions

AV:dh
10-25-22

2-1

**RESOLUTION AMENDING RESOLUTION R-31 (MC-8663) AUTHORIZING
THE CANCELLATION OF CHARGES ON PROPERTIES OWNED BY THE
CAMDEN REDEVELOPMENT AGENCY**

WHEREAS, the Council of the City of Camden by Resolution #R-31 (MC-8663) dated October 11, 2022 authorized the resolution to cancel charges on properties owned by the Camden Redevelopment Agency; and

WHEREAS, the properties listed in the resolution were in error listed as being owned by the Camden Redevelopment Agency; and

WHEREAS, it is necessary to amend Resolution #R-31 (MC-8663) to correct the ownership of the properties from Camden Redevelopment Agency to City of Camden; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper City Officers are hereby authorized to amend the resolution to correct ownership from Camden Redevelopment Agency to 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: October 25, 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

Special Council Meeting Date: October 25, 2022

TO: Timothy J. Cunningham, Business Administrator

Date: October 18, 2022

FROM: Gerald C. Seneski, Director of Finance

Department Making Request: Finance-Revenue Collection

**RESOLUTION AMENDING RESOLUTION R-31 (MC-8663) AUTHORIZING THE
CANCELLATION OF CHARGES ON PROPERTIES OWNED BY THE CAMDEN
REDEVELOPMENT AGENCY**

BRIEF DESCRIPTION OF ACTION: Resolution authorizing the cancellation of charges for the listed properties:

1. Block 1137, Lot 10, 2918 Royden Street, \$449.23
2. Block 1424 Lot 2, 702 Clinton Street, \$24.46
3. Block 1424 Lot 3, 704 Clinton Street, \$24.46

Properties are owned by ~~CRA~~ and are not subject to property taxes.
City of Camden

BIDDING PROCESS:

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

APPROPRIATION ACCOUNT(S): (If applicable)

AMOUNT:

☐ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "D"** - Contract Request, **Form "E"** - Creation/Extension of Services, **Form "G"** - Grant Approval, **Form "H"** - Bond Ordinance or Contract Request, **Form "I"**, "Best Price Insurance Contracting" Model Ordinance

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	10/19/22	(If applicable)
<input type="checkbox"/> CAF - Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	10/19/22	_____
Received by City Attorney:	10/18/22	_____
	(Name) Please Print	(Extension #)
Prepared By:	Michelle Hill	7003
Contact Person:	Latricia Robinson	7003

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

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

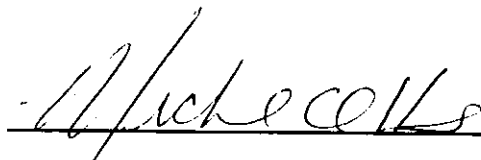
******Please attach all supporting documents******

City of Camden
Finance Department
Bureau of Revenue Collection

**CERTIFICATION BY
THE TAX COLLECTOR**

I, as the Tax Collector, do certify that the following
titled Resolution, that is attached, to be presented to Council
for consideration, is correct to the best of my knowledge:

“RESOLUTION TO CANCEL CHARGES”

A handwritten signature in cursive script, appearing to read "Michelle Hill", is written over a horizontal line.

Michelle D. Hill, Tax Collector

10/18/2022

Date

Dionne Hicks-Giles

From: Michelle Spearman
Sent: Tuesday, October 4, 2022 11:38 AM
To: Amia Valentine; Dionne Hicks-Giles
Cc: Daniel S. Blackburn
Subject: Res. 31 on the October agenda

Importance: High

Good morning,

I just received a call from the CRA about Res. 31 cancelling charges on property owned by the CRA. The resolution must be revised. The properties are owned by the City of Camden, not the CRA.

Michelle Banks-Spearman

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

CONFIDENTIALITY NOTICE

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

DB:dh
10-25-22

A-2

**RESOLUTION TO TERMINATE THE CITY OF CAMDEN'S PARTICIPATION
UNDER THE STATE HEALTH BENEFITS PROGRAM (SHBP)**

WHEREAS, the City of Camden desires to exit the State Health Benefits Program ("SHBP") due to sharply rising costs; and

WHEREAS, after the City's examination of the cost increase and detailed discussions with each of the City's employee unions' representatives, the City has determined it is in its best interests to terminate the City's participation in the SHBP medical and prescription plan coverage and to move to alternative coverage comparable in design and benefits to the aforesaid SHBP; and

WHEREAS, the City Business Administrator will provide the required 60-day notice to SHBP to terminate coverage/participation prior to January 1, 2023 thereby avoiding a 16.95% increase in the cost of premiums; and

WHEREAS, the City shall notify all active employees of the date of their termination of coverage under the SHBP; and

WHEREAS, the City understands that all COBRA participants will be notified by the New Jersey Division of Pensions and Benefits (NJDBP) and advised to contact the City concerning possible alternative coverage; and

WHEREAS, the City understands that the proposed alternative coverage must be comparable in design, as determined by the Commission, to the SHBP; and

WHEREAS, the City understands that NJDBP will notify Retirees of the cancellation of their coverage; now, therefore

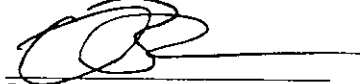
BE IT RESOLVED by the City Council of the City of Camden that the City of Camden hereby terminates its participation in the State Employee Prescription Drug Plan, thereby canceling prescription drug coverage provided by the New Jersey State Health Benefits Program (N.J.S.A. 52:14-17.25 et seq.) for all of the City's active employees.

BE IT FURTHER RESOLVED by the City Council that all pertinent City Administration officials be, and hereby are, fully authorized to immediately secure an alternative prescription drug coverage plan comparable in design and benefits to the aforesaid State Employee Prescription Drug Plan.

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: October 25, 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: October 25, 2022

TO: City Council

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

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Resolution Authorizing Termination of City Participation Under the State Health Benefit Program.

BRIEF DESCRIPTION: This resolution authorizes the City to exit the State Health Benefits Program (SHBP) due to sharply rising costs. Passage of the resolution will allow the City Business Administrator to provide the required 60-day notice to SHBP to terminate coverage/participation prior to January 1, 2023 thereby avoiding a 16.95% increase in the cost of premiums. The City will be able to move to alternative coverage (equal or better) by the same date for a 1.13% savings from what is currently paid to SHBP.

BIDDING PROCESS:

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

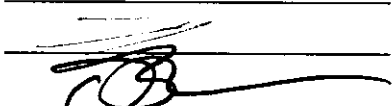

APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*



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

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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
<input type="checkbox"/> CAF - Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	10/19/22	
Received by City Attorney:	10/19/22	

(Name) Please Print

(Extension #)

Prepared By: Diana Gonzalez

7150

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 Health Benefits Program (SHBP)
 School Employees' Health Benefits Program (SEHBP)
RESOLUTION

To be completed by the employing agency's Certifying Officer.

A resolution to terminate all participation under the SHBP and SEHBP (including prescription drug plan and/or dental plan coverage).

BE IT RESOLVED:

1. The _____
Corporate Name of Employer SHBP/SEHBP Employer Location Number
 hereby resolves to terminate its participation in the Program (Medical Plan, Prescription Drug Plan, and/or Dental Plan coverage) thereby canceling coverage provided by the SHBP and/or SEHBP (N.J.S.A. 52:14-17.25 et seq.) for all its active and retired employees.
2. We shall notify all active employees of the date of their termination of coverage under the Program.
3. We understand that the New Jersey Division of Pensions & Benefits (NJDPB) will notify retired employees of the cancellation of their coverage.
4. We understand that all COBRA participants will be notified by the NJDPB and advised to contact our office concerning a possible alternative health, prescription drug, and dental insurance plan.
5. We understand that this resolution shall take effect the first of the month following a 60-day period beginning with the receipt of the resolution by the State Health Benefits Commission or School Employees' Health Benefits Commission.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the:

<small>Corporate Name of Employer</small>		<small>Phone Number</small>	
<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>
<small>Print Name</small>		<small>Official Title</small>	
<small>Signature</small>		<small>Date</small>	
<small>Number of Employees</small>		<small>Employer's State Employer Identification Number (EIN)</small>	

Please complete page 2 of this form.



State Health Benefits Program (SHBP)
School Employees' Health Benefits Program (SEHBP)
RESOLUTION

Please complete and comply with the following:

Type of funding method with the new contract:

- ☐ Conventionally insured _____
- ☐ Minimum premium _____
- ☐ Administrative Services Only (ASO) _____
- ☐ Other (please list) _____
- _____
- ☐ New Health Carrier _____
- ☐ New Prescription Drug Carrier _____
- ☐ New Dental Plan Carrier _____
- ☐ Reason for termination from the SHBP/SEHBP _____
- _____
- _____
- _____

In accordance with N.J.S.A. 18A:16-21 and 40A:10-25, you must file a copy of your new contract with the State Health Benefits Commission or School Employees' Health Benefits Commission. Please submit a copy of the new contract with this completed resolution.

Mail Completed Resolution to:

New Jersey Division of Pensions & Benefits
Health Benefits Bureau
P.O. Box 299
Trenton, NJ 08625-0299

DB
10-25-22

R-3

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE
STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF
LOCAL GOVERNMENT SERVICES ON RECEIPT OF 2022 CALENDAR YEAR
TRANSITIONAL AID TO THE CITY OF CAMDEN**

WHEREAS, after reviewing an application submitted by the City of Camden (the Municipality), the Director of the Division of Local Government Services (the Director) has determined that the Municipality is in serious fiscal distress and an award of Transitional Aid to Localities (Transition Aid) for calendar year 2022, all in accordance with the criteria set forth in P.L. 2022, c.49 (the State Budget); and

WHEREAS, the State Budget and P.L. 2011, c.144 condition Transitional Aid on conditions, requirements, orders and oversight that the Director deems necessary including, but not limited to, requiring approval by the Director of personnel actions, professional services and related contracts, payment in lieu of tax agreements, acceptance of grants from State, federal or other organizations, and the creation of new or expanded public services; and

WHEREAS, it is necessary for the City of Camden to enter into a Memorandum of Understanding with the State of New Jersey, Department of Community Affairs to receive the Transitional Aid; and

WHEREAS, the Mayor of the City of Camden and the Council of the City of Camden support and deem it in the best interest of the City of Camden to enter into a Memorandum of Understanding with the State of New Jersey, Department of Community Affairs; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that, for all the reasons stated herein, the proper officers of the City of Camden be and are hereby authorized to enter into a Memorandum of Understanding with the State of New Jersey, Department of Community Affairs to receive State Aid in the form of Transitional Aid to meet its current year budget needs by providing essential services related to the safety and public health of its residents and to work towards regaining its financial stability.

BE IT FURTHER RESOLVED, that this Memorandum of Understanding sets forth the minimum conditions, requirements, orders, and oversight required as a condition of receiving Transitional Aid.

BE IT FURTHER RESOLVED, the City of Camden shall comply with the conditions set forth below in addition to all laws, regulations, Local Finance Notices, and any government, administrative and operational efficiency, and oversight measures necessary for the fiscal recovery of the Municipality as the Director may order from time to time pursuant to the State Budget or any other law.

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

Date: October 25, 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

Special Meeting

Council Meeting Date: October 2022

TO: City Council

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

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF LOCAL GOVERNMENT SERVICES ON RECEIPT OF 2022 CALENDAR YEAR TRANSITIONAL AID TO THE CITY OF CAMDEN.

BRIEF DESCRIPTION OF ACTION: It is necessary for the City of Camden to enter into a Memorandum of Understanding "MOU" with the State of New Jersey, Department of Community Affairs, in order to receive State Aid in the form of Transitional Aid to meet its current year budget needs by providing essential services related to the safety and public health of its residents and to work towards regaining its financial stability.

BIDDING PROCESS:

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


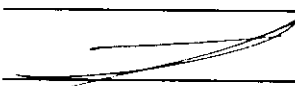
APPROPRIATION ACCOUNT(S): *(If applicable)*

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:	<u>10-12-22</u>	
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
<input type="checkbox"/> CAF -Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>10/12/22</u>	
Received by City Attorney:	<u>10/17/22</u>	_____

(Name) Please Print

(Extension #)

Prepared By: Diana Gonzalez

7150

Contact Person: Timothy J. Cunningham

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

MEMORANDUM OF UNDERSTANDING

**Setting forth minimum conditions on the receipt of 2022 Calendar Year
Transitional Aid to Localities**

City of Camden, County of Camden, New Jersey

TRANSITIONAL AID PROGRAM MISSION STATEMENT

The Division allocates its limited discretionary funds to ameliorate structural municipal budget shortfalls, ensuring that recipient municipalities can adopt a balanced budget during periods of distress. In addition to providing supplemental state aid to municipalities with documented need, the Division establishes a partnership with each recipient municipality, providing technical assistance and fiscal oversight that empowers the recipient municipality to achieve fiscal stability through operational reform, adoption of best practices, and sound financial planning.

To this end, each recipient municipality shall be assigned Technical Advisors who will work in collaboration with each Transitional Aid Municipality to identify cost drivers, implement operational and budgetary reforms, and identify and attract revenue generation and development opportunities. Through this intervention, the Division will assist each recipient municipality in achieving lasting structural reform sufficient to conclude the municipality's reliance on transitional aid.

RECITALS

WHEREAS, after reviewing an application submitted by the City of Camden, County of Camden, New Jersey (the "Municipality"), the Director of the Division of Local Government Services (the "Director") has determined that the Municipality is in serious fiscal distress and an award of \$18,955,000 of Transitional Aid to Localities ("Transitional Aid") is appropriate, all in accordance with the criteria set forth in P.L. 2022, c.49 (the "State Budget"); and

WHEREAS, the State Budget and P.L. 2011, c.144 condition Transitional Aid on requirements, orders, and oversight that the Director deems necessary including, but not limited to, the implementation of government, administrative, and operational efficiencies, the approval by the Director of personnel actions, professional services and related contracts, payments in lieu of tax agreements, acceptance of grants from State, Federal or other organizations, and the creation of new or expanded public services; and

WHEREAS, provided the Legislature has appropriated, and the Governor has approved; sufficient Transitional Aid funding, an amount not to exceed 75% of the applicant's total Transitional Aid award shall be disbursed upon execution of the Memorandum. The balance of Transitional Aid

shall be disbursed on a timetable consistent with approval by the Director, provided the Municipality is in substantial compliance with this Memorandum and all laws, regulations, Local Finance Notices, and any government, administrative and operational efficiency, and oversight measures necessary for the fiscal recovery of the Municipality as the Director may order from time to time pursuant to the State Budget or any other law. Other than purposeful withholding of funds due to non-compliance with this Memorandum, all moneys will be transferred by year end. The Municipality may be deemed not to be in substantial compliance if it has hired personnel without appropriate approvals or otherwise knowingly violates any provision of the Memorandum. Additionally, the Municipality may be deemed not to be in substantial compliance if the Municipality or its officials have failed to attend meetings or produce documents as directed by DLGS.

DLGS may, at its sole discretion, withhold funds from the final payment where the Municipality is in substantial compliance, but has otherwise violated certain terms of the Memorandum. For example, in addition to any other sanctions, DLGS may withhold aid in an amount equal to no less than the amount of funds expended in support of hires or activities not approved in strict compliance with the terms and timeframes set forth in this Memorandum.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- (1) This Memorandum of Understanding (the "Memorandum") sets forth the minimum conditions, requirements, orders, and oversight required as a condition of receiving Transitional Aid; and
- (2) The Municipality shall comply with the conditions set forth below in addition to all laws, regulations, Local Finance Notices, and any government, administrative and oversight measure necessary for the fiscal recovery of the Municipality as the Director may order from time to time pursuant to the State Budget or any other law.

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A. Definitions

As used herein the following words are defined as follows, unless the context otherwise indicates:

1. "Municipality" means: City of Camden, in the County of Camden, New Jersey.
2. "Director" means: Director of the Division of Local Government Services.
3. "DLGS" means: Division of Local Government Services.
4. "Transitional Aid" means: Transitional Aid to Localities.
5. "State Budget" means: P.L. 2022, c.49.
6. "Memorandum" means: Memorandum of Understanding.
7. "State Fiscal Oversight Officer" means: Technical Advisor, and/or the Director's designee.
8. "CMPTRA" means: Consolidated Municipal Property Tax Relief Aid.
9. "PILOT" means: Payment in Lieu of Taxes.
10. "Self-Liquidating" means: The entity generates sufficient annual revenue to cover 100% of its annual expenses which includes debt service.

B. List of Attachments

- Attachment A** Request for Approval for Employees Requiring Advice and Consent of Governing Body
- Attachment B** Request for Approval for Senior Level Employees or Confidential Employees
- Attachment C** Request for Employment Approval
- Attachment D** Contract Request Form
- Attachment E** Creation/Extension of Services Form
- Attachment F** Out of State & Overnight Travel Request Form
- Attachment G** Grant Approval Form
- Attachment H** Bond Ordinance or Contract Request Form
- Attachment I** "Best Price Insurance Contracting" Model Ordinance
- Attachment J** Model Letter to Collective Bargaining Units and Arbitrators for Municipalities that Use the State Health Benefits Plan
- Attachment K** Model Letter to Collective Bargaining Units and Arbitrators for Municipalities that Do Not Use the State Health Benefits Plan
- Attachment L** Tax Exemption and Abatement Report
- Attachment M** Termination or Suspension without Pay Form
- Attachment N** Waiver Approvals List

C. Implementing Provisions and Flexibility

The Director shall be represented by an assigned DLGS State Fiscal Oversight Officer (i.e. Technical Advisor) and/or any other person or persons designated by the Director who shall be authorized from time to time to act on the Director's behalf as State Fiscal Oversight Officer. This individual will act as a technical advisor, partnering with the municipality to implement sound fiscal practices, and ensuring compliance with the terms of this Memorandum.

All requests, questions, issues and submission of any attachment referenced above shall be first addressed to the State Fiscal Oversight Officer by contacting such person(s) at the DLGS.

The Municipality shall provide reasonable office space, as needed, so that the State Fiscal Oversight Officer may conduct business within the municipality. Additionally, the Municipality shall provide the State Fiscal Oversight Officer with requested documents and records and shall allow him or her to meet with the Business Administrator, Chief Financial Officer, Registered Municipal Clerk, Tax Collector and any other department heads or supervisors. Additionally, the State Fiscal Oversight Officer shall be provided immediate access to view information on the Municipality's accounting system upon request.

D. Meeting Requirements

The Municipality's representatives shall meet with the Director or her staff at a time scheduled by the Director, to discuss budgetary, fiscal, operations and any other matters.

The State Fiscal Oversight Officer, as designated by the Director, may contact the Municipality to schedule meetings with the Auditor, Chief Financial Officer and the Mayor and/or designee to discuss the latest audit findings.

E. Authorities, Boards, Commissions, and Utilities

1. The Municipality shall enter into a Memorandum with all Boards, Agencies, Authorities or Commissions including, but not limited to, Historic Preservation Commission, Parking Authority, Housing Authority, Planning Boards, Zoning Boards, Alcohol Beverage Control Board, and the Redevelopment Agencies (collectively "entities"). This Memorandum shall ensure the "entities" conduct ethics training, meet financial disclosure requirements and adhere to governance and procurement best practices. Additionally, all entities must comply with the Local Public Contracts Law, state and local affirmative action regulations and laws, and statutory "pay to play" requirements to the extent applicable to each entity. Furthermore, all such entities of the Municipality shall collaboratively work together to advance the vision and mission of the Municipality. The term of the Memorandum shall cover each year that the Municipality receives Transitional Aid.

2. Unless otherwise specified by MOU addenda, Division oversight of self-liquidating utilities shall be limited to annual budgetary review if the municipal budget does not rely upon transfers of surplus or utility assets, and the utility issues no debt that relies upon a municipal guarantee.
3. The Municipality shall obtain and review annually the independent audit reports for each utility and authority.

F. Restrictions on Hiring and Assignment of Individuals in Acting Capacities

1. **Hiring Employees Requiring Governing Body Advice and Consent.** A "Request to Hire Employees Requiring Governing Body Advice and Consent Waiver Form" (Attachment A) shall be completed and submitted to the Director through the State Fiscal Oversight Officer prior to the Municipality advancing any candidate to the governing body for advice and consent. Senior level and confidential employees typically requiring Governing Body advice and consent may include, but are not necessarily limited to, city manager, business administrator, chief of staff, department directors (including the chief financial officer who is also the director of finance), municipal judges, the police chief, the fire chief, the tax assessor and the tax collector. The Municipality should establish a hiring committee that shall include the mayor or his/her designee, a governing body representative, the department head, a personnel/human resources staff member, and the State Technical Advisor to interview/screen candidates for the position in a collaborative manner. The Municipality will then submit the candidate to the governing body for advice and consent. This methodology will ensure key positions are filled with qualified individuals who will achieve State and governing body approval. Thereafter, the governing body may hold a meeting to consider its advice and consent. The Municipal Clerk shall return the waiver form indicating the results of said meeting. Upon its receipt of the waiver form, DLGS will make a final determination concerning approval or disapproval of the candidate. The Municipality shall not hire the candidate until it receives DLGS final written approval. Resumes must be submitted for each candidate being considered for employment under this section.

All waivers approved by the Municipal Technical Advisor for the hiring of personnel expire 6 months after the date of approval if the position has not been filled. The Municipality must resubmit new waiver requests for each expired waiver.

2. **Hiring Senior Level and Confidential Employees Not Requiring Governing Body Advice and Consent.** A "Request to Hire Senior Level and Confidential Employees Not Requiring Governing Body Advice and Consent Waiver Form" (Attachment B) shall be completed and submitted to the Director through the State Fiscal Oversight Officer prior to the Municipality hiring any such candidate for employment. (Senior Level and Confidential Employees shall include, but not be limited to: City Manager, Business Administrator, Chief of Staff, Chief Financial Officer, Tax Collector, Chief of Police, Chief of Fire, Department Head, Division Director, and any aides to the Mayor or governing body, regardless of job

title.) Any such senior level and confidential employees requiring advice and consent shall be subject to the approval process in #1, above. Nothing herein shall alter any State or municipal laws governing the necessity to obtain advice and consent. The Municipality shall not hire the candidate until it receives final written approval from DLGS. Resumes must be submitted for each candidate being considered for employment under this section.

All waivers approved by the Municipal Technical Advisor for the hiring of personnel expire 6 months after the date of approval if the position has not been filled. The Municipality must resubmit new waiver requests for each expired waiver.

3. **Hiring All Employees Other Than Employees Requiring Governing Body Advice and Consent or Senior Level and Confidential Employees.** A "Request to Hire Employee Waiver Form" (Attachment C) shall be completed and submitted to the Director prior to the Municipality filling any position not covered by either of the two processes described in the preceding paragraphs, unless the Municipality has submitted to the Division, and received Director approval of, a Table of Organization and salary ranges for all municipal positions within this employee category contained therein. A Municipality that has received Director approval of a Table of Organization and salary ranges may hire candidates for the approved positions and ranges without individual waivers, except those positions described in provisions one and two above. Tables of Organization and ranges may be submitted for individual departments. The Municipality must certify that the appropriate background checks were completed for any hires within this category and that the municipality remains in compliance with State and federal labor laws. Waivers are required for any hiring or salary adjustments outside approved Tables of Organization and ranges.

All waivers approved by the Municipal Technical Advisor for the hiring of personnel expire 6 months after the date of approval if the position has not been filled. The Municipality must resubmit new waiver requests for each expired waiver.

4. **Assignment of Individuals to Acting Positions.** The Municipality shall not assign any person to work in an "acting capacity" regarding positions permanently vacated through death, retirement, termination or resignation without Division approval if the vacant position is covered by the process for either a "Request to Hire Employees Requiring Governing Body Advice and Consent Waiver Form" or a "Request to Hire Senior and Confidential Employees Not Requiring Governing Body Advice and Consent Waiver Form." In such cases, the process for assigning a person to work in an "acting capacity" shall follow the process for permanently filling the vacancy.
5. **Hiring Part Time, Hourly and Seasonal Employees.** The hiring of part time, hourly and seasonal employees receiving no health benefits will be addressed by title in its entirety. The

Municipality shall submit a Table of Organization and or request for the maximum number of employees in the title along with the budgetary impact for the title. DLGS will review the request and approve a total number of positions for that title for the purpose of hiring and replacing employees, as needed. Additionally, DLGS will review and approve the appropriate budgetary appropriation for said title. The Municipality must certify that the appropriate background checks were completed and remain in compliance with State and federal labor laws.

All waivers approved by the Municipal Technical Advisor for the hiring of personnel expire 6 months after the date of approval if the position has not been filled. The Municipality must resubmit new waiver requests for each expired waiver.

6. **Anti-Nepotism Policy.** The Municipality shall adopt and maintain an anti-nepotism policy. The policy shall be reflected in the municipal personnel manual. Family members/relatives of municipal officials and employees may be eligible for employment with the Municipality only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. The term "family member/relatives" should be defined to include but not necessarily be limited to spouses, children, siblings, parents, in-laws, and step-relatives. Current employees who marry will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest. Barring conflicts of interest, the Municipality may "grandfather" employees from this policy that were hired prior to the date of the original Memorandum, with the understanding that if an employee is separated and re-hired, they must adhere to the new policy.

G. Restriction on Terminations and Suspensions without Pay

The Municipality shall be required to notify the State Fiscal Oversight Officer of a decision to terminate or suspend without pay any officer or employee, as previously defined in Sections 1 and 2 of "Restrictions on Hiring" or, request that an employee resign. No employee referenced above may be terminated by the Municipality or asked to resign without the Municipality first submitting a "Termination Form" (Attachment M) for approval to DLGS. The State Fiscal Oversight Officer in his or her sole discretion, shall be permitted to, but shall not be required to, prohibit or postpone such a termination for any the following reasons: retaining a qualified and conscientious employee; ensuring an appropriate transition to a qualified replacement; concerns that termination is not consistent with law. Prior approval to terminate an officer or employee is not needed upon an officer or employee being criminally convicted or indicted.

H. Restrictions on Longevity Pay, Overtime, Salary Increases, Promotions and Transfers

1. **Elimination of Ordinances Allowing for Future Increases in Longevity Pay or other Forms of Increases for Elected Officials and Non-Contractual Employees:** The Municipality shall immediately freeze supplemental pay provided to elected officials and non-contractual employees, including but not limited to "longevity pay," at the rates that existed prior to the effective date of this Memorandum (or in the case of a Municipality that received Transitional Aid or a State Loan from DLGS in FY 2017, prior to the effective date of the 2017 Memorandum). Stated differently, supplemental pay for elected officials and non-contractual employees shall not be increased on or after the effective date of this Memorandum (or the 2017 Memorandum if applicable). Any applicable ordinances and policies shall be amended accordingly.
2. **Employee Primary Functions:** The Municipality shall prescribe all municipal employees service functions that directly relate to the service responsibilities of the department and division to which they are assigned. No municipal employee may have as their primary function the performance of union functions.
3. **Salary Restraints for Elected Officials and Non-Contractual Employees:** On and after the effective date of this Memorandum, the Municipality shall not increase the salaries or compensation of elected officials, non-contractual employees, and contractual employees who are not otherwise entitled to increases under the terms of a negotiated contract. However, annual increases of no greater than 2% under the PERC cost-out may be authorized if the Municipality has submitted to the Division, and received Director approval of, a Table of Organization and salary ranges for all municipal positions contained therein, and the salary increases fall within the approved salary ranges for each position for which a raise is approved. Waivers are required for any salary adjustments outside approved Tables of Organization and salary ranges. Elected officials shall not be entitled to accrue sick or vacation time and shall not be entitled to receive payouts for said time.
4. **Overtime Compensation:** The Municipality shall not authorize any employee, including but not limited to any management employee, to earn or be paid for overtime unless Federal or State law expressly requires overtime to be earned or paid. Any applicable ordinances and policies shall be amended accordingly. Elected officials are not eligible for overtime.
5. **Renewal, Extensions, and Changes to Individual Employment Contracts:** No new or renewed individual employment contracts, extension of terms of an individual employment contract, or any other change to an individual employment contract shall be executed without the prior written approval of the Director.

6. **Promotions, Transfers, and Title Changes:** Absent approval by DLGS, the Municipality shall not approve any promotions, transfers, and/or title changes including but not limited to "backfilling" unless contractually obligated to do so.
7. **Elected Officials:** The Municipality acknowledges it is inappropriate for an elected official to receive payment for vacation, sick, compensatory, or overtime relating to his or her elected position. To the extent any ordinance contains provisions expressly allowing for such forms of compensation to elected officials, the provisions shall be considered inoperative. Any such inoperative provisions remaining on the books shall be deleted by the governing body within 60 days of being notified by DLGS.
8. **Sick Time Policies:** The Municipality shall adopt an ordinance disallowing compensation for unused sick time in amounts not to exceed \$15,000 to the extent such an ordinance would not violate a contractual entitlement existing prior to enactment.
9. **Compensatory Time:** The Municipality acknowledges that compensatory time can be an appropriate means by which to manage human resources within flexible time schedules that may require work at unusual times but should not be a form of compensation for employees whose positions require unusual work hours and who are not entitled by law or contract to receive pay for compensatory time. Therefore, while the Municipality may establish compensatory time policies for such employees, the policies shall contain a requirement to "use it or lose it" at minimum, quarterly.
10. **Direct Deposit of Net Pay:** The Municipality shall adopt a resolution or ordinance requiring mandatory direct deposit of net pay for all employees. Exemptions may be granted for seasonal and temporary employees. Additional information regarding direct deposit can be found in LFN 2015-14 on the DLGS website at <http://www.nj.gov/dca/divisions/dlgs/lfns/15/2015-14.pdf>

I. Restrictions on Public Contracting

1. **Professional and Consultant Services:** A "Contract Request Form" (Attachment D) shall be submitted to and approved by the Division prior to the Municipality authorizing the services of any consultant or professional, regardless of contract value, or any amendments with respect thereto. This condition applies to legal services, insurance brokerage services,

risk management, grant writing, public relations, government affairs, engineering and public works, accounting and financial services, public safety and health services, management services, and without any exceptions, services of any type or description, regardless of contract value, that are procured as professional services and/or extraordinary unspecifiable services under the Local Public Contracts Law.

The Municipality shall include in each contract for professional services the requirement that each vendor provide monthly billing statements that include a brief statement showing the original amount of the Contract, any increases established by amendment to the Contract, the amount previously billed under the Contract, and the total amount of unbilled funds remaining available under the Contract after deduction of the most recent amount billed. A copy of each billing statement shall be made available to the State Fiscal Oversight Officer upon request.

The Municipality may retain consultants and professionals without the Division's pre-approval in cases of emergency, provided however, that the engagement is promptly reported to the State Fiscal Oversight Officer, a Contract Request Form is submitted, and the scope of the engagement is limited to meeting the requirements created by the emergency.

2. **Public Bidding:** A Contract Request Form" (Attachment D) shall be submitted to and approved by the Director prior to the Municipality authorizing services of any kind that exceed the bid limits of Qualified Purchasing Agent (currently \$44,000) or, if applicable, non-Qualified Purchasing Agent (currently \$17,500) municipalities. All contracts exempt from public bidding shall be procured pursuant to the "fair and open" process described in N.J.S.A. 19:44A-20.4 et seq., unless the Director approves an alternative procurement process that is necessary under the circumstances or that provides greater transparency and competition than the minimum requirements of the "fair and open" process.

The Contract Request Form shall be accompanied by the Request for Proposal, the list of all bidders and their bid amounts, and the evaluation memorandum or worksheet.

The Municipality shall include a disclosure form in its bid package for bidders to disclose any prior or pending ethics complaints against them or their company.

3. **Pre-Approval of Returning Vendors:** Unless ordered to the contrary, the Division's pre-approval is not required in cases where the Municipality intends to award a contract to a vendor that was approved by DLGS during the previous budget year and if all of the following conditions are present: (i) the Municipality has complied with this Memorandum and laws relating to the procurement process, and (ii) the scope of services, rates (or total contract value), caps on payment, and other terms are the same or better than the previous budget year, and (iii) any conditions imposed by DLGS in the previous year's approval are retained .

J. Restrictions on Tax Exemptions and Abatements and the Collection of Related Payments in Lieu of Taxes

1. **Payment Schedules:** In no case shall the governing body approve a redeveloper agreement or PILOT payment schedule that requires an up-front, one-time, or short-term payment that leaves the Municipality with a structural revenue loss in the ensuing year or later years without prior approval.
2. **DLGS Approval prior to Authorization of any Agreement:** A "Contract Request Form" (Attachment D) shall be submitted to and approved by the Director or Designee prior to the Municipality authorizing any proposed PILOT Redevelopment Plan, or Redeveloper Agreement (or amendments thereto), or any ordinance authorizing same. The State Fiscal Oversight Officer shall meet with the Municipality and determine whether the development plan has been established through a reasonable process and that tax exemptions and PILOTs have been reviewed in the context of gap financing to ensure they are not being awarded without good cause. Such notification shall not be required when: (1) any proposed PILOT contained in the Redevelopment Plan or Redeveloper Agreement is allocated to the county, school district(s), and other applicable local government jurisdictions in the same proportion as ordinary taxes are allocated to those taxing district; (2) any amendment to a Redevelopment Plan or Redeveloper Agreement maintains or increases a PILOT previously set forth in a Redevelopment Plan or Redeveloper Agreement; or (3) any Redeveloper Agreement that is required or approved by the New Jersey Housing and Mortgage Finance Agency. To request approval of tax exemptions and PILOTs pursuant to this section, the Municipality shall submit Attachment D and provide information containing: a cost benefit discussion of the project; assurances that the project would not move forward but for the existence of a PILOT; the taxes that would be collected if the project were subject to ordinary taxation; and the proposed PILOT.

K. Regular Meetings with DLGS on Economic Development Efforts and Reporting Requirements Pertaining to Tax Exemptions and Abatements

In recognition that special tax exemptions or abatements should be granted only where essential to ensure economic development, the Municipality shall complete and return to DLGS a completed "Tax Exemption and Abatement Report" (Attachment L) along with its Transitional Aid Application in each year aid is sought. The report is an electronic fillable spreadsheet which is located on the Division's website under the Municipal State Aid section. The following documents must accompany the report and be delivered in PDF format: a map of all areas within municipality classified as Redevelopment Areas; a map of all areas within municipality classified as Areas in Need of Rehabilitation; and any current ordinance(s) allowing taxpayers to obtain tax exemptions or abatements as a matter of right. This report does not replace any similar filing requirements that may be required pursuant to State statute. It will be necessary for the Tax Collector, Chief Financial Officer, and Tax Assessor to collaborate in preparing the form and certifying to the accuracy of

the data submitted.

L. Restrictions on the Creation or Expansion of Services

A "Creation/Extension of Services Form" (Attachment E) shall be submitted to and approved by the Director before the Municipality creates or expands municipal services for which no fully offsetting revenue is generated. This condition extends to the creation of new programs and increases in funding or expansion of eligibility of existing programs. By way of example only, the following actions would need pre-approval from the Director: creating a new recreational program; expanding the total number of enrollees in a particular service; establishing a new regulatory program in the area of code enforcement; establishing or increasing funding for a grant or loan program. This requirement exists to avoid expansion of a structural deficit.

M. Restrictions of Miscellaneous Nature

1. **Travel Approval:** A "Travel Approval Form" (Attachment F) shall be submitted to and approved by the Director before the Municipality expends funds for out-of-state travel and overnight stays within New Jersey, which shall include attendance at the annual convention of the New Jersey League of Municipalities. The Municipality shall explain good cause for the expenditure, which may include, but is not limited to, a need to: maintain licensure or certification of statutory employees; essential training for elected officers in areas concerning finance, budget, procurement and ethics; and essential training for public safety employees. Travel for executive protection will generally not be approved absent a compelling reason. The Director may, at his or her discretion, consider requests for executive protection upon request of the Municipality. These requests must follow the same procedure as all other travel requests and must be accompanied by a completed "Travel Approval Form" (Attachment F) along with a significant justification for the need for executive protection. Requests must be submitted in advance of the requested travel dates. Failure to obtain prior written approval may result in a reduction in Transitional Aid.

2. Attendance at the NJ League of Municipalities Conference:

A. Travel and Conference Policy regarding League of Municipalities Annual Conference who may attend, subject to self-payment.

1. Any employee who the chief administrative officer considers appropriate may take time off from work to attend the League Conference at his/her own expense (registration, lodging, mileage, meals, etc.).

Any employee who the chief administrative officer considers appropriate may take time off from work to attend training sessions and organizational conferences for purposes of obtaining continuing education units to maintain a license or certification may do so at their own expense (registration, lodging, mileage, meals, etc.).

B. When the Municipality will pay the cost or reimburse the employee for the cost of attendance:

1. With the approval of the chief administrative officer, and subject to an appropriate rationale and explanation (as set forth above) approved by the Director (DLGS), appropriate employees, including department heads and members of the governing body, may attend the conference with the cost of registration and lodging for one (1) night reimbursed or paid for by the Municipality.
2. The Mayor may attend with the cost of registration and lodging for up to two (2) nights reimbursed or paid for by the Municipality.
3. Whenever possible, when the costs are being paid directly or indirectly by the Municipality, employees should share a room (lodging for one night) so as to reduce the cost of attendance for taxpayers.

3. Mileage Reimbursement: Expenditures and reimbursements for travel mileage to and from meetings for the purpose of day-to-day municipal business shall be restricted to the State reimbursement rate (currently .47 cents per mile.)

4. Food/Entertainment Prohibited: Expenditures and reimbursements from any municipal funds for food/meals (other than food/meals required by contracts in effect on the date of this Memorandum), entertainment, and receptions are prohibited.

5. Grant Applications: A "Grant Pre-Approval Form" (Attachment G) shall be submitted to and approved by the Director prior to the application of any grant requiring current or long-term matching funds or a commitment of municipal resources or staffing to ensure sustainability. If

the Municipality is awarded a grant requiring any commitment of resources or funds, a copy of the award letter shall be submitted to the Director or the State Fiscal Monitor within 15 days of receipt of the award letter.

6. **Expenditure of Funds to Non-Profit/Charitable Organizations:** No public funds shall be paid or distributed in any manner to non-profit organizations, including but not limited to, charitable organizations, unless the expenditure of funds is expressly authorized by statute. No public funds shall be expended for non-statutory charitable contributions, bereavement, or celebratory purposes, for individuals or organizations. Funds allocated to third party grantees, including CDBG and HOME funds, distributed to non-profits through a competitive process for performance of municipal social service work are exceptions to this limitation.
7. **Fee Waivers:** No fees established by ordinance adopted by the governing body shall be waived, reduced or otherwise revised without prior approval of the Director.
8. **Municipal Court Security:** The Municipality shall not assign active-duty police officers as security for the Municipal Court but shall hire retired police officers or special law enforcement officers at an hourly rate not to exceed \$25 per hour.
9. **Use of Municipal Funds for Litigation.** Approval of contracts or other requests does not extend to any litigation contesting actions of the State of New Jersey or any of its agencies or authorities. Prior to participating in any such actions, the prior written approval of the Director shall be first obtained by the Municipality.
10. **Local Finance Board.** If the Municipality has been notified by the Director or the assigned Municipal Technical Advisor of a violation of the MOU, then Local Finance Board shall not accept as complete any application submitted for approval or findings, as appropriate, until such time as the requirements of the MOU have been satisfied.
11. **Compliance with Pay-to-Play Ordinance.** All approved vendors shall comply with the Municipality's Pay-to-Play Ordinance prohibiting contributions exceeding \$300 to any candidates for office in the Municipality. A violation of the Pay-to-Play Ordinance will result in the approval of a contract being rescinded.

N. Requirement for Copy of Agenda Prior to Governing Body Meetings

Immediately upon publication, prior to any regular or special meetings by the governing body, the municipal clerk, or his or her designee, shall provide a copy of each agenda to the State Fiscal Oversight Officer.

O. Requirements for Approval of Bond Ordinances and Contract Request Forms

1. **DLGS Approval Prior to Authorization:** Bond Ordinance or Contract Request Form (Attachment H) shall be submitted to and approved by the Director or designee prior to introduction by the governing body of any proposed bond ordinance exceeding \$1 million or contract exceeding \$500,000. All Contract Request Forms shall include a copy of the contract or bond ordinance to be voted upon by the governing body. Each bond ordinance shall include a financial impact statement on the estimated additional debt service attributable to the bond ordinance, using an interest rate in effect at the time of introduction and certified by the municipality's Certified Financial Officer, Bond Counsel or Financial Advisor. The purpose of this requirement is to ensure that elected officials (and the public) are aware of the cost and impact on future years budgets of the legislation being voted upon.
2. **Offering Statements:** The Municipality shall file with the Director, prior to closing, a copy of any Offering Statement prepared in relation to any financing.

P. Requirement to Have a Pay to Play Ordinance

The Municipality shall have a "pay to play" ordinance pursuant to P.L. 2005, c.271 limiting the awarding of public contracts by the Municipality or its agencies to business entities that have made a contribution pursuant to N.J.S.A. 19:44A-I, et seq. and limiting the contributions that any business entity can make during the term of their contract with the Municipality. The ordinance shall not be repealed or amended for so long as this Memorandum is in effect. The ordinance shall be substantively identical to the provisions of the "pay to play" model ordinance which can be found at [http://www.state.nj.us/dca/lgs/muniaid/pay to play ordinance-contractor.doc](http://www.state.nj.us/dca/lgs/muniaid/pay%20to%20play%20ordinance-contractor.doc).

Q. Requirement to Consider a Model Insurance Brokerage Ordinance

Insurance costs, especially health care and prescription benefits are very costly for municipalities. To obtain the lowest possible price for insurance, whenever the Municipality desires to retain the services of an insurance consulting service (e.g. broker), the Municipality shall first have considered, discussed and adopted the "Best Price Insurance Contracting" model ordinance at a public hearing of the governing body in substantially the form as shown in Attachment. I

R. Individual and Collective Negotiation Agreements

- 1. Limitations on Annual Increases:** The Municipality acknowledges that the State will not provide Transitional Aid in cases where the Municipality allows or approves compensation increases that are not sustainable. The Municipality understands that if it approves any individual employment contract or any collective negotiation agreement that increases annual compensation for the employee or group of employees by more than 2% annually, on average during the term of the agreement, the Municipality may become ineligible for future aid.

For purposes of calculating the 2% annual increase referenced above, the Municipality shall provide an analysis guided by decisions of the New Jersey Public Employment Relations Commissions (see Borough of New Milford, PERC No. 2012-53 and City of Atlantic City, PERC No. 2013-82).

Prior to final approval of the Collective Negotiations Agreement (CNA) or of any Memorandum of Understanding/Agreement (MOU/A) setting forth the negotiated terms of settlement, the Municipality shall provide to the State, for its review, the following:

A. Establishment of base salary costs upon which the total annual and aggregate costs shall be calculated:

1. A list of all bargaining unit members, their base salary step in the last year of the expired agreement and their anniversary date of hire;
2. Cost of increments and the specific date on which they are paid;
3. Cost of longevity and the calculation by which it was derived;
4. The total cost of all base salary items for the last year of the expired agreement. For unit members retiring in the last year of the expired agreement, base salary shall be prorated to that actually paid to the unit member; and
5. The sum total of all costs identified above.

B. Establishment of the total contract cost over the proposed contract period, to include a scatter gram of each employee listed in the base year (last year of the expiring agreement – see above) moving each employee through the salary guide proposed for the proposed term of the agreement (the potential future retirement of unit members shall not be considered as part of this analysis). The scattergram shall include the annual dollar and percentage increases for each year of the contract along with the total aggregate dollar and percentage increase compared to the base year. A hard copy and an electronic copy (in MS Excel format) are required.

C. Analysis of the cost of any proposed changes to health benefits including the methodology by which the costs were calculated including any assumptions.

D. Requirement for an analysis of the cost of any other non-salary financial impacts proposed including the methodology and assumptions used in the calculation.

E. Maintain no less than current chapter 78 employee health benefits premium contributions.

2. **DLGS Presence During Negotiations Sessions:** The Municipality agrees to include the State Fiscal Oversight Officer or designee in collective bargaining negotiations/mediation/arbitration, to include providing copies of draft agreements and authorizing them to participate as an observer who may offer comments or recommendations to the negotiation team in closed session.
3. **DLGS Prior Approval of all Agreements:** The Municipality shall provide a copy of any proposed employment contract, collective bargaining agreement, or settlement agreement to the Division for review at least ten days prior to ratification. A "Contract Request Form" (Attachment D) shall be submitted to and approved by the Director prior to the Municipality authorizing execution of the Collective Negotiations Agreement.
4. **State Health Benefits Plan:** The Municipality acknowledges that the State does not provide Transitional Aid for subsidizing health and prescription benefits that are more expensive than the health and prescription benefits available through the State Health Benefits Program. The Municipality shall provide a plan to take all steps necessary to enroll in the State Health Benefits Plan should their health care insurance costs exceed that of the State Health Benefits Plan.
5. **Requirement to Provide Notification of Transitional Aid Impact:** The Municipality will provide the Director or Designee with copies of letters substantially similar to the model letters set forth on Attachment (J) (for municipalities participating in the State Health Benefits Program) or Attachment (K) (for municipalities not participating in the State Health Benefits Program) that it has delivered to each of the collective bargaining units representing the Municipality's employees. Furthermore, in the event any collective negotiation is submitted to binding arbitration in the case of police and fire employees or fact-finding in the case of all other bargaining unit employees, the Municipality will deliver to the arbitrator or fact-finder, with a copy to the Director, a letter that is substantially similar to the model letter set forth on Attachment J or Attachment K, whichever is applicable).
6. **No Benefits for Part-Time Officials and/or Employees:** The Municipality acknowledges that the State does not provide Transitional Aid to support health and prescription benefits to

part-time elected officials, part-time appointed officials and part-time employees and agrees that it shall eliminate such benefits unless said benefits are contractually required.

S. Miscellaneous Reporting Requirements

1. **Municipal Organizational Inventory:** The Municipality shall promptly submit to the Director, upon the Director's request, a list of all employees containing their name, salary, title, department or organizational unit, and date of hire, together with information identifying which employees were direct appointments of the Mayor.
2. **Findings by State or Federal Agencies:** The Municipality shall promptly notify the Director of all future findings, decisions, penalties, orders and requirements resulting from complaints, investigations, and reports issued by State and Federal regulatory agencies including, but not limited to, the Department of Labor, Civil Service Commission, and the Public Employment Relations Commission.
3. **Municipal Judgments and Settlements:** The Municipality shall promptly submit to the Director a copy of all judgments or settlements in excess of \$100,000 rendered or executed on and after the date of this Memorandum. The Director may, at the Director's discretion, request copies of any other judgments or settlements involving the Municipality or its employees regardless of the date of same.
4. **Government Records:** The Municipality shall immediately provide the Director with a copy of any complaint filed with the Superior Court or the Government Records Council against the Municipality or its officers with respect to a request for government records.
5. **Municipal Records:** The Municipality shall make available to the Director, upon the Director's request, any of the Municipality's records, including but not limited to: bill lists, vouchers, active litigation files, etc.
6. **Waiver Approvals:** The Municipality shall maintain a list of all waiver approvals and make it available to the Director, upon the Director's request. It shall contain the information provided in Attachment (N).

7. **Budget Reports:** The Municipality shall provide quarterly budget reports by no later than two weeks after the close of the reporting month. The report shall include, but not necessarily be limited to, the following:
 - a. For each budgeted item of Revenue
 - i. Approved budgeted amount
 - ii. Amount collected year to date
 - iii. Percentage of budgeted revenue collected year to date
 - iv. Previous year collected year to date
 - b. For each budgeted Appropriation line item
 - i. Approved budgeted amount
 - ii. Amount expended year to date
 - iii. Percentage of approved budgeted amount expended year to date.
 - iv. Previous year expended year to date
8. **Pay Classification Plan:** The Municipality shall establish a pay classification plan with salary ranges for all municipal job titles within six months of execution of this Memorandum.
9. **Revenue Adjustments:** The Municipality shall annually review and adjust revenues in line with current cost of services for the following:
 - a. All shared services agreements
 - b. All agreements with outside agencies such as Housing and Parking Authorities.
 - c. All fees charged by the various municipal departments.
10. **National Fire Incident Reporting System (NFIRS):** The Municipality shall participate in the NFIRS and shall submit their data to DCA's Division of Fire Safety monthly.

T. Requirements of Local Finance Notices for Transitional Aid Application Process

The requirements outlined in LFN 2022-03 are incorporated herein by reference.

U. Good Faith Exceptions

The Municipality may apply in writing to the Director for a good cause exception of any condition or requirement contained in this Memorandum. The Director may also issue *sua sponte* exceptions from any condition or requirement contained in this Memorandum for good cause shown, as determined within her exclusive discretion.

V. Duration of Memorandum

The provisions of the Memorandum shall remain in force and effect until a successor MOU is executed. Provided, however, if the Municipality adopts a budget for CY 2022 that leaves a structural imbalance heading into 2023 that is greater than 5% of their levy as determined by the Director, the Memorandum shall remain in force and effect until a budget is adopted for 2023 or a subsequent year that is free of such a structural imbalance in the sole discretion of the Director. The Director's determination to extend the provisions of the MOU can be appealed to the Local Finance Board, but the Director's decision shall remain final unless and until a majority of appointed members vote to overturn the Director's decision. If the Municipality adopts a budget for Calendar Year 2022 that does not rely on Transitional Aid, the State may offer early termination.

Governing Body Acknowledgement

The Municipal Governing Body shall review this Memorandum and approve a resolution stating its awareness and acknowledging its contents.

Mayor

Date: _____

Chief Administrative Officer

Date: _____

Governing Body President

Date: _____

Certification of Municipal Clerk

Date: _____

Director, DLGS

Date: _____

DB:dh
10-25-22

R-4

**RESOLUTION AUTHORIZING AN APPLICATION TO THE U.S. ENVIRONMENTAL
PROTECTION AGENCY FOR THE BROWNFIELDS CLEANUP GRANT
FOR THE ROBERT B. JOHNSON PARK**

WHEREAS, the City of Camden is applying for funding for the Brownfields Cleanup Grant for the Robert B. Johnson Park to address contamination; and

WHEREAS, Robert B. Johnson Park, located at 723 Carl Miller Blvd., designated as Block 520, Lot 13 of the City of Camden Tax Map is currently used as a public park with open space, basketball courts, and ball fields; and

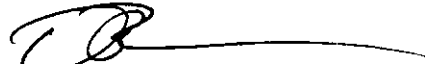
WHEREAS, the Camden Redevelopment Agency will submit the application on behalf of the City of Camden to the U.S. Environmental Protection Agency for up to \$2,000,000.00 grant with no required match; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that it hereby supports the submission of a grant application to the U.S. Environmental Protection Agency for Brownfields Cleanup Grant for Robert B. Johnson Park and authorizes the Mayor and the Municipal Clerk to execute any and all documents necessary and related to the submission of said grant application or grant 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: October 25, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTUS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: October 25, 2022

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

FROM: Olivette Simpson, Interim Executive Director, CRA

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Resolution Authorizing the Submission of an Application by the City of Camden to the US Environmental Protection Agency for a Brownfields Cleanup Grant for the Robert B. Johnson Park.

BRIEF DESCRIPTION: CRA seeks to submit an application on behalf of the City of Camden to U.S. Environmental Protection Agency (EPA) to address contamination at the Judge Robert B. Johnson Park.

If approved, an EPA cleanup grant will provide up to \$2 Million, with no required matching funds for the city.

BIDDING PROCESS:

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

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

AMOUNT: *(If applicable)*

☐ **Waiver Request Form Attached for State DCA/DLGS Approval - *(If applicable)***
For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
<input type="checkbox"/> CAF - Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<i>[Signature]</i>	<i>[Signature]</i>
Received by City Attorney:	<i>10/19/22</i>	<i>[Signature]</i>

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By: Diana Gonzalez	_____	7150
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******

MEMORANDUM

TO: Tim Cunningham, City Business Administrator
Daniel Blackburn, City Attorney
Marc Riondino, Counsel to the Mayor

FROM: Olivette Simpson, Interim Executive Director, CRA

DATE: October 19, 2022

RE: Special City Council Meeting – October 25, 2022
Request for Action
Robert B. Johnson Park (Block 520, Lot 26; Block 522, Lot 9 (a portion of);
Block 523, Lot 13 of the City of Camden Tax Map

Kindly accept this Request for Council Action in support of the below Resolution that will be included on the Special Counsel Agenda for the Robert B. Johnson Park.

Resolution Title:

Resolution Authorizing the Submission of an Application by the City of Camden to the US Environmental Protection Agency for a Brownfields Cleanup Grant for the Robert B. Johnson Park in the Amount up to \$2 Million

Attachments:

Summary Request
Draft Application
City and CRA authorizing resolutions

Summary

The Camden Redevelopment Agency (CRA) administers the City of Camden Brownfield Program, including brownfield planning activities, applying for and managing grants for brownfield investigations and remediation and associated contracts to carry out the remedial activities. CRA and the City are authorized to execute a shared services agreement under which the CRA, acting on behalf of the City, will identify and pursue funding for the assessment and remediation of the Robert B. Johnson Park Site.

Site Specific Cleanup Grant Opportunity

CRA seeks to submit a grant application on behalf of the City of Camden to U.S. Environmental Protection Agency (EPA) to address contamination at the Judge Robert B. Johnson Park. Applications are due in November 2022.

The Park Site is located at 723 Carl Miller Boulevard designated as Block 520, Lot 26; Block 522, Lot 9 (a portion of); and Block 523, Lot 13 of the City of Camden Tax Map and consists of approximately 14.7 acres of land that is currently used as a public park with open space, basketball courts, and ball fields. Prior assessment efforts completed at the site include: A Preliminary Assessment, a Site Investigation Report, and a Cap I Place Assessment.

The park was closed upon discovery of the contamination and will remain closed until remediation is completed. In order to facilitate proposed improvements of new athletic fields and upgraded facilities for the park, some environmental cleanup of the historic fill used is needed.

On an annual basis, the EPA offers grants for the purpose of assisting communities in addressing contaminated brownfields. The 2022 proposal to the EPA by the City of Camden will request funds for the cleanup phase which, once completed, will safeguard the community from contamination and allow for the Camden County Division of Parks to move forward with the Park construction of the Park Improvements phase of work.

If approved, an EPA cleanup grant will provide up to \$2 Million, with no required matching funds from the city.

In FY2023, EPA anticipates awarding an estimated 40 Cleanup Grants for an estimated \$60 million, making these grants highly competitive.



EPA-I-OLEM-OBLR-22-09
FY23 Guidelines for Brownfields Cleanup Grants
Environmental Protection Agency

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SYNOPSIS

[VERSION HISTORY](#)

[RELATED DOCUMENTS](#)

[PACKAGE](#)

[Print Synopsis Details](#)



General Information

Document Type: Grants Notice	Version: Synopsis 1
Funding Opportunity Number: EPA-I-OLEM-OBLR-22-09	Posted Date: Sep 12, 2022
Funding Opportunity Title: FY23 Guidelines for Brownfields Cleanup Grants	Last Updated Date: Sep 12, 2022
Opportunity Category: Discretionary	Original Closing Date for Applications: Nov 22, 2022
Opportunity Category Explanation:	Current Closing Date for Applications: Nov 22, 2022
Funding Instrument Type: Cooperative Agreement	Archive Date: Dec 22, 2022
Category of Funding Activity: Environment Infrastructure Investment and Jobs Act (IIJA)	Estimated Total Program Funding: \$60,000,000
Category Explanation:	Award Ceiling: \$80,000,000
Expected Number of Awards: 40	Award Floor:
CFDA Number(s): 66.818 -- Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	
Cost Sharing or Matching Requirement: No	

Eligibility

Eligible Applicants: Others (see text field entitled "Additional Information on Eligibility" for clarification)
Additional Information on Eligibility: See Section III of the funding opportunity announcement for eligibility information.

Additional Information

Agency Name: Environmental Protection Agency

Description:

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) was amended by the Small Business Liability Relief and Brownfields Revitalization Act in 2002 to include Section 104(k), which provides federal financial assistance authorities for brownfields revitalization, including grants for assessment, cleanup, and revolving loan funds. The Brownfields Utilization, Investment, and Local Development (BUILD) Act (Public Law 115-141) enacted in 2018 reauthorized EPA's Brownfields Program and made additional amendments to CERCLA that affect EPA's brownfield grant authorities, and ownership and liability provisions. EPA's Brownfields Program provides funds to empower states, tribal nations, communities, and nonprofit organizations to prevent, inventory, assess, clean up, and reuse brownfield sites. This guidance provides information on applying for Cleanup Grants. This program is being funded by the Infrastructure Investment and Jobs Act (Public Law 117-58, the "Bipartisan Infrastructure Law").

Link to Additional Information: See Related Documents

Grantor Contact Information: If you have difficulty accessing the full announcement electronically, please contact:

Jerry Minor-Gordon
Minor.Gordon.jerry@epa.gov

[\(web/grants/accessibility-compliance.html\)](#) | [Privacy \(web/grants/privacy.html\)](#) | [Disclaimers \(web/grants/exit-disclaimer.html\)](#) | [Site Map \(web/grants/site-map.html\)](#)

COMMUNITY: [USA.gov \(http://www.usa.gov\)](http://www.usa.gov) | [WhiteHouse.gov \(http://www.whitehouse.gov\)](http://www.whitehouse.gov) | [USAspending.gov \(http://www.usaspending.gov\)](http://www.usaspending.gov) | [SBA.gov \(http://www.sba.gov\)](http://www.sba.gov) | [SAM.gov \(https://www.sam.gov\)](https://www.sam.gov) | [Report Fraud \(http://www.ignef.gov/node/207\)](http://www.ignef.gov/node/207)

DRAFT
CITY OF CAMDEN, NEW JERSEY
US ENVIRONMENTAL PROTECTION AGENCY
CLEANUP GRANT PROPOSAL
JUDGE JOHNSON PARK SITE

1. COMMUNITY NEED

a. Targeted Area & Brownfields

i. Community and Target Area Descriptions:

Camden, New Jersey is located between the Delaware and Cooper Rivers, across from Philadelphia, PA. The early rise of industry centered on the waterfront and transportation including ferries, stage and rail services which linked Camden to New York, agricultural South Jersey, Philadelphia and points west, and the Delaware Bay. During World War II, Camden was home to the largest shipyard in the world. Camden was also the home of RCA Victor, once the world's largest manufacturer of phonographs and innovator of music, radio and color television technologies. Iconic Campbell Soup, one of the first industries to incorporate in the city, is still headquartered here. Similar to so many American manufacturing centers, jobs attracted waves of immigration and the City's diversity and population grew until the 1950s when new technologies and competition took industries elsewhere. Racial tensions and political corruption hollowed out the city at the end of the 20th century and over the past two decades, Camden has captured national headlines as one of the poorest and most violent cities in America.

The target area for cleanup funds is a XX acre site in Census tract XXX, Judge Johnson Park. Located in the XXXX neighborhood, the Johnson Park site is on the southeast side of the community, near the Cooper River. The area also contains many vacant and blighted brownfield sites, owing to commercial and industrial uses historically located in the community.

ii. Demographic Information and Indicators of Need:

Demographic information for Camden and Census Tract XXXX illustrates the vulnerability of this population when compared to national and state statistics. Very striking is the difference in quality of life between Camden City and the surrounding suburban communities of Camden County. In some cases the XXXX neighborhood is even more distressed in comparison to the City as a whole. Camden is plagued with an alarming poverty rate of 39.9% many times higher than the national and state averages. In Census Tract XXXX, median income is \$17,500 - less than one-third of the national average and only 24% of the state average. Over 80% of the families are multi-generational where the grandparents are responsible for their grandchildren and over 50% of households are single mother/grandmother living below the poverty line. XXXX is 97.7% minority and almost a third speak languages other than English, specifically Spanish. While slightly lower than the entire city, the neighborhood unemployment rate of 15.3% is three times higher than the national rate. Educational attainment in the area, a primary indicator of earning power, is also lacking, as the population without a high school education is over 32% compared to the national average of 13%. Census statistics also give a few insights into the challenges of the physical environment. Less than nine square miles, Camden is highly dense with over 12,000 people per square mile living among 210 known brownfields. Eighty-three percent of their housing stock is over 35 years old, which increases the risk of lead poisoning. In XXXX over 21% of that housing stock is vacant, meaning many are living and growing up next to abandoned buildings.

Demographic Information for Camden¹

Demographic Indicators	Census Tract XXXX XXXX	Camden City	Camden County	NJ	US
Population	5,789	76,904	511,998	8,904,413	316,515,021
Unemployment Rate	15.30%	19.6%	10.2%	8.8%	5.0%
Individuals Below Poverty	35.2%	39.9%	13.2%	10.8%	15.5%
Minority Population ²	97.7%	95.6%	41.5%	42.8%	37.7%
Median Household Income	\$17,500	\$25,042	\$62,185	\$72,093	\$53,889
Households w/ Individuals < 18	43.4%	43.5%	34.0%	34.1%	32.3%
Per Capita Income	\$13,658	\$13,412	\$30,822	\$36,582	\$28,930
Families Below Poverty	34.4%	36.7%	10.2%	8.2%	11.3%
Families w/female householder, no husband, children < 18 below poverty	51.2%	58.3%	36.6%	33.3%	40.5%
% of Multigenerational families w/ grandparents responsible for grandchildren	80.1%	38.10%	30.5%	25.20%	37.30%
Individuals 65+ Below Poverty	29.0%	29.8%	9.8%	8.0%	9.4%
Households receiving Food Stamp/SNAP benefits in the past 12 months	40.6%	43.2%	12.7%	9.1%	13.2%
Population Lacking High School Level Education	32.4%	32.4%	12.1%	11.4%	13.3%
Language other than English	28.8%	45.7%	20.2%	30.5%	21.0%
Vacancy Rate	21.6%	18.4%	9.6%	10.9%	12.3%
% Occupied Housing with No Vehicles Available	39.70%	34.7%	11.7%	11.7%	9.1%
Housing Burdened (Paying > 30% Gross Income for Rent)	76.5%	64.7%	56.5%	53.8%	51.8%
Population 65+, with disability	31.2%	48.0%	37.9%	33.0%	36.0%
Area in square miles	0.452	8.92	221.26	7,354.22	3,531,905.43
Population density (people/sq.mi.)	12,807.5	8,621.5	2,314.0	1,210.8	89.6
Housing Stock Pre-1960	62.5%	65.8%	42.7%	41.6%	29.2%
Incidents of crime per 100,000 ³	NA	2,566	NA	290	387

¹Data from the 2011-2015 American Community Survey five-year estimates.

²Data represents respondents identifying themselves as a race other than solely white.

³Data from Federal Bureau of Investigation (FBI) 2012 Uniform Crime Reports.

iii. Description of the Brownfields:

INSERT SITE ASSESSMENT AND USE HISTORY

Camden contains significant environmental burdens, especially when compared with other parts of Camden County, such as a county incinerator and a county sewage treatment plant whose odors have impacted the targeted area. In addition, 23 brownfield sites were identified in the inventory

generated by the 2017 Area Wide Plan, including numerous abandoned dry cleaners and gas stations.

b. Welfare, Environmental and Public Health Impacts:

i. Welfare Impacts: the

The City's 2015 Master Plan, *FutureCAMDEN*, articulates an environmental goal of "cleaning up and remediating known contaminated sites," as they negatively affect the quality of life for City residents. Residents in the target neighborhood are negatively impacted by a vicious cycle of contaminated, vacant land that contributes to community blight, resulting in high rates of crime and an unwillingness of developers to invest here. The site is a known haven for illicit activities like vandalism, illegal dumping, and drug use. Mt. Ephraim Avenue is a high trafficked area interspersed with abandoned storefronts that has become an open air drug market. According to the FBI, in 2012 the violent crime in Camden was nearly seven times that of the national rate and nearly nine times the state rate (Uniform Crime Reporting Statistics). In May of 2014, the FBI launched Camden's largest drug takedown in over a decade to disrupt drug operations based in the target area. The drug organization had an extensive distribution network extending throughout the neighborhood and points beyond to include Philadelphia and surrounding towns. According to the Camden County Police Department, two focal points along Mt. Ephraim Avenue were considered "high density" crime areas in the city for the 2013 reporting period. Over the past few years, hundreds of shootings and dozens of homicides have taken place in this area, much of it associated with open air drug trade. According to the Mt. Ephraim Choice Neighborhood Plan, residents expressed concerns over the lack of high-quality, accessible, and safe open space, particularly related to opportunities for children to experience the natural environment and participate in safe recreational activities.

ii. Cumulative Environmental Issues:

A major element of the City's 2015 Master Plan is to "Maintain and Improve the Environment," and the plan's first goal under this element is to "clean up and remediate known contaminated sites." Based on an analysis of existing state and federal databases, as well as cataloguing efforts conducted as part of prior EPA brownfields assessment grants, there are at least 210 brownfields in Camden. Petroleum, polycyclic aromatic hydrocarbons, heavy metals, and other contaminants from these brownfields are found throughout the soils and/or groundwater in Camden at concentrations which exceed human health risk-based standards.

The residents living in Camden contend with an even greater inequitable distribution of environmental burden that includes a county incinerator plant that borders the community; intermittent odors from the nearby county sewage treatment plant; and water quality challenges associated with combined sewer systems that are well over 100 years old. Finally, because of Camden's location across the Delaware River from Philadelphia, Camden is home to a major interstate highway and multiple congested state highways. Interstate 676 is located just west of the target area, cutting off the community from Camden's waterfront and points to the west. As a result, residents suffer from a high volume of truck traffic, increased air pollution, and degraded infrastructure. In 2014, the American Lung Association's State of the Air report graded Camden County's air quality an "F."

Camden has been the focus of other government and university studies that have analyzed air quality, asthma, lead, and environmental justice metrics. In 1996, EPA's National-Scale Air Toxics Assessment found that Camden had the highest cancer risk from hazardous air pollutants in the country—1,300 in one million. Likewise, the New Jersey Department of Environmental Protection (NJDEP)-led Air Toxics Pilot Project assessed air toxics and particulate matter through an emissions inventory, dispersion modeling for key facilities, risk assessment, and air monitoring. The project concluded that Camden had relatively high particulate levels, some of which included toxic metals like arsenic, cadmium, lead, and nickel, as well as high ambient levels of fine particulate matter detrimental to those citizens with respiratory afflictions. One of NJDEP's air monitoring stations was located on the Johnson Park site.

iii. Cumulative Public Health Impacts:

According to the 2015 "Community Health Needs Assessment" produced by Cooper University Health Care, chronic diseases such as diabetes, cardiovascular disease, and cancer are significant health concerns in Camden County. A recent survey funded by the US Department of Housing and Urban Development (HUD) of residents' health in a public housing complex in the Mt. Ephraim area concluded that 60% of residents have high blood pressure, 67% have asthma, 31% of households included someone with a long-term illness and 37% of households had someone who has been diagnosed with mental health problems.

Health issues are severely impacting children in the target neighborhood. According to the *NJ Childhood Obesity Survey* published by the Rutgers Center for State Health Policy, Camden children are more likely to be obese or overweight. For example, 35% of 3-5 year olds in Camden City are obese or overweight, compared to the national average of 21%. This study cited a lack of physical activity as a contributing factor to increased obesity rates. An identified barrier to physical activity for families in Camden was crime level, pleasantness of neighborhoods and parks, and conditions of sidewalks. According to the National Recreation and Park Association (NRPA) in their "2017 NRPA Agency Performance Review," the typical park and recreation agency offers one park for every 2,266 residents served, with 9.6 acres of parkland per 1,000 residents. However, the Mt. Ephraim project area falls significantly below this number at 2.7 acres parkland available per 1,000 residents, a rate that is only about 1/3 that for the city as a whole. This inequality in distribution and access is why the City plans to redevelop Johnson Park site.

Other initiatives to address Camden's childhood obesity center on access to healthy, fresh food. Only one full-service grocery store is located in the entire City and close to 40% of those living in XXXX do not have access to a vehicle. Another danger is lead poisoning. According to the Camden County Department of Health and Human Services 2015 Annual Report, there were 11 new active cases of childhood lead poisoning in 2015. In addition to lead-based paint in housing, potential sources of lead contamination are lead in the soil and the older buildings on brownfields such as those found at the Johnson Park site. High blood lead levels have been documented to impair learning; a potential contributing factor to the high levels of the target population lacking a high school diploma.

c. Financial Need

i. Economic Conditions:

Camden's density, coupled with the disproportionate rates of sensitive, economically disadvantaged populations, results in a higher demand for a wider range of social and economic services that is not commensurate with the City's available financial resources. This dichotomy of a need for services contrasted with scant resources is further exacerbated by the fact that having a concentration of non-profit social service providers means that more property is occupied by those that do not pay local property taxes. Today, almost half of the assessed property value in Camden is exempt from taxation. According to information published by the state's *Multi-Year Recovery Plan* for Camden, Camden's tax ratable base is the smallest in NJ on a per capita basis - at approximately one-half that of other cities and one-quarter of Camden County. Given the fiscal state of the city and competing needs for basic services, the City is unable to address the hundreds of brownfields and relies on federal and state funding sources. The majority of the remediation effort will be funded by a State grant; however, without outside assistance in the form of an EPA Brownfields Cleanup Grant, the City is unable to provide the needed matching funding for the State grant, leaving the Johnson Park site a dangerous hazard.

ii. Economic Effects of Brownfields:

Given the robust industrial history of Camden, nearly every redevelopment initiative undertaken by the City of Camden has a brownfield component which needs to be addressed. Brownfields like Johnson Park represent lost tax revenue and lost job opportunities, and depress the ability for Camden to overcome chronic issues of poverty, unemployment, public health and safety. However, government at all levels is committed to taking action. New Jersey's Economic Opportunity Act of 2013 sought to create a more business-friendly climate by increasing tax incentives for companies to set up shop in New Jersey. The New Jersey Economic Development Authority NJEDA has invested over \$164 million through the Camden Economic Recovery Initiative as of January 2017 and the Camden County Chamber of Commerce boasts that tax credits for hotel complex and waterfront development have driven \$2.5 billion in private investment for the city (njpen.com 1/10/17). In addition, new market-rate apartments are being built or renovated to meet the growing demand from the city's expanding medical community, a new supermarket has opened in Camden for the first time in 30 years, and the City has begun the bond-financed demolition of about 600 abandoned houses. These positive signs make public investment in brownfields even more critical, as the City struggles to maintain this forward momentum and not lose the advances that have been recently made. Despite this new investment and redevelopment, redeveloping brownfields in Camden is still an uphill battle, as the negative value of the real estate in the city means many property owners are underwater and that public subsidy is still needed to leverage private redevelopment into distressed neighborhoods.

2. PROJECT DESCRIPTION & FEASIBILITY OF SUCCESS

a. Project Description

i. Existing Conditions:

INSERT.

ii. Proposed Cleanup Plan:

The remedial action for soil will include excavation and disposal of associated contaminated soil; followed by installation of a permeable cap as an Engineering Control, and the recording of a deed notice. The site's groundwater will be addressed with an institutional control; an indefinite-term Classification Exception Area (CEA). The CEA will be established for the site to prevent future groundwater use and will be subjected to long term monitoring.

This combination of remedies will remove the highest concentrations of contamination and prevent exposure to residual site contaminants. All remediation to be performed under this grant would be conducted in accordance with the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10 et seq. and the Technical Requirements for Site Remediation, N.J.A.C. 7:26 et seq. Work will be performed under the oversight of a Licensed Site Remediation Professional (LSRP) with EPA Region 2 personnel providing a level of regulatory review. To ensure that no adverse environmental impact occurs during cleanup activities, the remediation contractor will be required to prepare a Health and Safety Plan; a transportation plan ensuring that truck traffic is NOT routed through residential areas; and an air monitoring plan to ensure that fugitive dust does not migrate off site.

iii. Alignment with Revitalization Plan:
INSERT

b. Task Description & Budget Table

i. Task Descriptions: Costs set forth in the budget are representative of actual expenditures for similar activities conducted for prior EPA grant implementation efforts. The project tasks will include the following:

Task 1 -- Cooperative Agreement Oversight & Community Outreach: To ensure the smooth management of the grant, compliance with all reporting and procurement requirements, and timely completion of project tasks, we are in the process of entering an interlocal agreement to have the Camden Redevelopment Agency (CRA) oversee the implementation of the remediation for Johnson Park. CRA routinely undertakes environmental assessment and remediation activities as part of their role to facilitate redevelopment in Camden. For this project, CRA will procure a professional grant management consulting firm that has experience in federal grants management that will: assist in the procurement of the remediation engineering oversight consultant and remediation contractor; work with the site's Licensed Site Remediation Professional (LSRP), NJDEP, and EPA to ensure all environmental and grant requirements are met; and perform all grant budget tracking, compliance, and reporting activities. The firm will be competitively retained in accordance with all federal, state, and local procurement requirements.

The CRA will provide project management services to manage contractors and act as a liaison with NJDEP. The CRA will also continue to work with the community regarding the remediation and redevelopment of the site. The CRA Project Manager will attend local community meetings as well as meet with community leaders to ensure the public is aware of the ongoing remediation and has the opportunity to raise any concerns during the implementation of the workplan. This includes: placing signs at the site describing the investigation and providing a contact for additional information; the establishment of a public document repository; and the mapping of all nearby sensitive receptors.

The outputs from this task will include the number of: ACRES updates; quarterly reports, MBE/WBE reports, and financial reports submitted; grant-related meetings held; and brownfields conferences attended by staff. Outputs will also include grant closeout documents, the number of public meetings, and calls from the public.

Task 1 Budget - Cooperative Agreement Oversight and Community Outreach				
Item	Qty.	Unit	Unit Cost	Subtotal
Other: CRA Project Management	3	YR	\$4,000	\$12,000
Contractual: Grant Management Consultant	3	YR	\$ 2,500	\$ 7,500
Task 1 Total:				\$ 19,500
AMOUNT TO BE FUNDED BY EPA GRANT:				\$ 19,500

Task 2 – Environmental Engineering: A qualified environmental engineering firm will be procured to provide direct project oversight and management of the remediation effort; prepare state required Public Notification documentation; prepare the Remedial Action Report; and serve as the New Jersey Licensed Site Remediation Professional (LSRP). A deed notice for the soil will provide record of the contaminants and the concentrations that were left in place, and controlled by the cap. The environmental engineer will prepare a Remedial Action Report (RAR), and corresponding Response Action Outcome (state case closeout document). Activities under this task also include costs associated with participation in the NJDEP LSRP remediation oversight.

The outputs from this task will include the number of Remedial Action Reports; deed notices; site close outs (RAOs) generated; NJDEP document submittals; and signs installed.

Task 2 Budget – Environmental Engineering				
Item	Qty.	Unit	Unit Cost	Subtotal
Contractual: Remedial Action Report / RAO	1	LS	\$ 15,000	\$ 15,000
Contractual: Deed Notice	1	LS	\$ 4,000	\$ 4,000
Other: LSRP Participation costs	3	LS	\$ 5,000	\$ 15,000
Contractual: SRRA Forms and Certifications	1	LS	\$ 3,500	\$ 3,500
Contractual: Public Notification	1	LS	\$ 1,500	\$ 1,500
Task 2 Total:				\$ 39,000
AMOUNT TO BE FUNDED BY EPA GRANT:				\$ 39,000

Task 3– Soil Remediation: Activities conducted under this task include the preparation of bid specifications and construction documents to assist the City in procuring a contractor to complete soil remediation; oversight of the remediation contractor; removal and disposal of impacted soils, if encountered. (for budgeting purposes, 550 tons of contaminated soil is estimated); and capping. Groundwater encountered during soil removal will be pumped from the excavation cavity to an onsite holding tank for characterization analysis and disposal off-site. Excavated soils will be sampled and characterized in accordance with the requirements of the designated disposal facility. This task will also include post-excavation sampling and analysis, the emplacement of clean backfill, and all New Jersey fees, forms or certifications. An engineered cap will be designed and installed to provide a barrier to the contaminants in site soils if needed for the septic system area.

The cap will be installed where soil contaminants remain at concentrations above NJDEP soil remediation standards for direct contact.

Outputs consist of bid specifications, number of tons of impacted soil removed, number of tons of certified clean fill brought onto the site as the cap, number of gallons of contaminated groundwater removed, and acres of brownfields readied for redevelopment.

INSERT BUDGET TABLE

Task 4 – Groundwater Remediation (Classified Exemption Area): Establish indefinite duration groundwater Classification Exception Area (CEA) to prohibit groundwater use on the site. This will include two rounds of sampling and analysis from existing on-site wells. Outputs for this task are the CEA.

INSERT BUDGET TABLE

ii. Budget Table

INSERT TABLE

c. Ability to Leverage:

The EPA funding will leverage prior and future sources from the City and the City's partners to ensure successful assessment, cleanup, and redevelopment of the Johnson Park site. The EPA grant will serve as the needed match for the State Hazardous Discharge Site Remediation Fund (HDSRF) match required for HDSRF remediation grants. Documentation of leveraged funding and resources can be found in **Attachment 2** and include:

INSERT TABLE

3. COMMUNITY ENGAGEMENT & PARTNERSHIPS

a. Engaging the Community

INSERT INFO

b. Partnerships with Governmental Agencies

The VCP was replaced by the Licensed Site Remediation Professional (LSRP) Program in 2009; however, NJDEP continues to serve as an active partner to address brownfields by providing technical assistance and support for many of the large-scale redevelopment projects in Camden. The City of Camden will partner with EPA Region 2 for environmental activities overseen by the LSRP. As previously mentioned, the City will also partner with the CRA. The CRA routinely undertakes environmental assessment and remediation activities as part of their role to facilitate redevelopment in Camden. The City is in the process of entering into an interlocal agreement to have the CRA oversee the implementation of the remediation for Johnson Park. The CRA will manage the project and will be working with EPA to ensure the cleanup work will be conducted in a manner protective of human health and the environment.

c. Partnerships with Community Organizations

i. Community Organization Descriptions & Roles: The CRA has developed strong partnerships with many community organizations, and the following organizations will play a key role in the successful implementation of the EPA funding for the Johnson Park site:

- INSERT PARTNERS

ii. Letters of Commitment: Letters from the organizations above are found in **Attachment 3**.

d. Partnerships with Workforce Development Programs

Given Camden's drastic unemployment rates, connecting residents with job opportunities is paramount with any development in the city. As indicated above, the City partners with the nonprofit RESPOND that provides job training programs. RESPOND is primed to provide temporary jobs to Camden residents during construction. The CRA, the agency responsible for contracting for the remediation of the site, routinely provides its contact list of consulting firms in its contractor pool to RESPOND to facilitate job placement for City backed projects.

4. PROJECT BENEFITS

a. Welfare, Environmental and Public Health Benefits

As a catalyst site, the Johnson Park site has been identified as a site the development of which will provide an exponential positive impact on the community. By addressing this site first, it is expected to create a domino effect in the area, precipitating a much-needed decrease in the violent crime rate as a haven for drug sales and illicit activity is eliminated. As it becomes safer to remain outdoors, the new park space will offer residents additional recreation and green space. In this manner, reductions of stress, high blood pressure, obesity, and overall health issues discussed above would be possible. Additional acres of safe green space will also give neighborhood children better opportunities to experience the natural environment and increase their physical activity, current issues identified by parents and health researchers. And last but not least, the removal of contamination and elimination of exposure pathways will have a direct impact on the health of the community, as potential exposures to contaminants will be eliminated, such as those posed by the site's mercury contamination.

b. Economic and Community Benefits

The direct economic and community benefit of redeveloping the Johnson Park site is the reduction of an abandoned hazardous property and blight. This action alone can spur investment and commitment to community change with the byproducts of lowering vacancy rates, increasing property values, and spurring more housing options via compatible redevelopment on adjacent/nearby sites, along with new business and employment opportunities. This project will also generate temporary jobs during the remediation and development.

5. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

a. Audit Findings:

During the implementation of the EPA Brownfields Pilot Grant, the City of Camden was deemed a "high-risk" grantee by EPA. As a result of staffing changes, and the assistance of the City of Camden Redevelopment Agency, the City was able to implement corrective actions and received a grant work plan approval. Shortly thereafter, the high-risk designation was removed.

b. Programmatic Capability

The City is in the process of entering into an interlocal agreement with the City of Camden Redevelopment Agency (CRA) to manage the remediation effort at the Johnson Park site. The CRA staff has managed more than 35 brownfield sites through the state regulatory process and possesses the in-house capacity to oversee the community outreach activities, coordinate with the environmental regulators, and interface with the developers for the brownfields redevelopment efforts. These staff members not only provide the in-house contractor procurement and management of environmental engineering firms, but they also perform the administrative functions associated with pursuing, receiving and using the state investigation funds.

To expand their capacity to address the Johnson Park site and increase the number of brownfields being addressed at any given time, the CRA has contracted with an experienced environmental management firm to provide assistance. This firm assists with programmatic activities like EPA reporting, preparation of site eligibility requests, and budget oversight. This management structure ensures that turnover at the CRA will not negatively impact the Brownfields Program.

c. Measuring Environmental Results: Anticipated Outputs/Outcomes

The outputs anticipated through this grant are listed in each task within the Budget Narrative above, and will be monitored via documentation provided by the contractor and consultants; and reported on in quarterly reports and in ACRES. The outcomes associated with the outputs listed above include: funds leveraged, construction jobs created, acres cleaned, and taxes generated.

d. Past Performance & Accomplishments**i. Currently or Has Received an EPA Brownfield Grant:****1. Accomplishments**

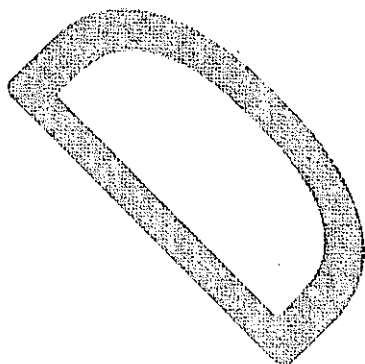
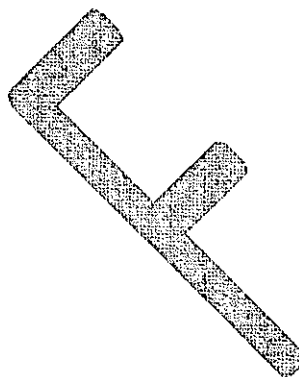
Please see summary table below for the City's EPA Brownfields Cooperative Agreements.

2. Compliance with Grant Requirements

Please see summary table below for the City's EPA Brownfields Cooperative Agreement. The City successfully expended and closed out the cooperative agreement (two Pilot awards) with no funds remaining. Outcomes have all been reported in ACRES. The City complied with the grant workplan and all terms and conditions, including quarterly reports, MBE/WBE utilization forms, Federal Financial Reports, and ACRES updates.

Grant & Period of Performance	Funds Remaining	Compliance with Requirements	Accomplishments
Knox Meadows II Cleanup Grant BF96267217 10/1/17-9/30/20	\$200,000	All grant requirements to date, consisting of the cooperative agreement package, have been met.	These funds just became available as of 10/1/17. The City has been working with the CRA to get an interlocal agreement in place to spearhead the cleanup.

Grant & Period of Performance	Funds Remaining	Compliance with Requirements	Accomplishments
EPA Pilot Awards BP 99254301 10/1/96-9/30/09	\$0 out of \$743,517 awarded	All grant requirements fulfilled and complied with final, approved grant work plan.	PA/Phase I Reports: four Supplemental SI/Phase II Reports: one SI/ Phase II Scope of Work: one Supplemental RI Workplans: three SAMP/QAPPs: six RI Workplan: one Risk Assessment: one Land Use Planning Report: one IPA: one



COPY


Resolution No.: 10-12-22A
ATTACHMENT D

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

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

Agency Name	Camden Redevelopment Agency
Professional Service or EUS Type	Shared Services Agreement with the City of Camden
Name of Vendor	City of Camden
Purpose or Need for service:	To authorize a Shared Services Agreement with the City of Camden for the Management of Funding and Environmental Services for the Robert B. Johnson Park Designated as Block 520, Lot 26; Block 522, Lot 9 (part), and Block 523, Lot 13 on the City of Camden Tax Map in the Centerville Redevelopment Area
Contract Award Amount	\$82,636.00
Term of Contract	2 Year
Temporary or Seasonal	Temporary
Grant Funded (attach appropriate documentation allowing for service through grant funds)	Under the terms of the Shared Services Agreement (SSA), the City will provide an estimated \$82,636.00 to cover costs for an environmental consultant to identify and prepare applications for potential brownfield and other funding; for a Licensed Site Remediation Professional (LSRP) as required by statute; and to provide an administrative fee to CRA for its oversight and management services. A corresponding action to authorize and execute a SSA was approved by Camden City Council at its October 11, 2022 Meeting.
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc)	N/A
Were other proposals received? If so, please attach the names and amounts for each proposal received?	N/A


Please attach any evaluation memoranda or evaluation forms used to evaluate the vendors.
If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.



Olivette Simpson
Interim Executive Director Signature

Date 10/14/2022

The Interim Executive Director affirms that there is adequate funding available for this action. The Funding Source for these contract services is covered within the executed Shared Services Agreement with the City of Camden.



Olivette Simpson
Interim Executive Director Signature

Date 10/14/2022

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

Olivette Simpson
Interim Executive Director Signature
Certifying Officer

Date _____

For LGS use only:

() Approved

() Denied

Date _____

Director or Designee,
Division of Local Government Services

Number Assigned _____

10-12-22A

Resolution Authorizing a Shared Services Agreement with the City of Camden for the Management of Funding and Environmental Services for the Robert B. Johnson Park Designated as Block 520, Lot 26; Block 522, Lot 9 (part), and Block 523, Lot 13 on the City of Camden Tax Map in the Centerville Redevelopment Area

WHEREAS, N.J.S.A. 40A:65-1 et. seq. authorized local units of government to enter into agreements for the joint provision of services; and

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

WHEREAS, as part of CRA's redevelopment duties, CRA manages the City of Camden Brownfield Program including brownfield planning activities, applying for and managing grants for brownfield investigation and remediation, and contracting for associated professional services, and remediation activities; and

WHEREAS, the City owns a 15-acre site designated as Block 520, Lot 26; Block 522, Lot 9 (part) and Block 523, Lot 13 on the City of Camden Tax Map and known as the Robert B. Johnson Park, located in the Centerville Redevelopment Area; and

WHEREAS, the County of Camden under a multi-year Parks Agreement with the City will fund and construct substantial Park improvements; and

WHEREAS, the County as part of its due diligence conducted environmental assessments at the Park Site, which indicate the presence of historic fill material, Polycyclic Aromatic Hydrocarbons (PAHs), various metals and total Polychlorinated Biphenyls (PCBs) above applicable New Jersey Department of Environmental Protection (NJDEP) Residential and/or Nonresidential Soil Remediation Standards that will require remediation of the site; and

WHEREAS, the remediation work will be carried out and coordinated with the construction of the Park improvements; and

WHEREAS, CRA and the City desire to enter into a Shared Services Agreement for CRA to secure and manage brownfield and other funding and contract for environmental and professional services as the City's agent for the Robert B. Johnson Park remediation effort; and

WHEREAS, the City, under the terms of the Shared Services Agreement, will provide an estimated \$82,636.00 to cover costs for an environmental consultant to identify and prepare applications for potential brownfield and other funding, to contract for the services of a Licensed Site Remediation Professional (LSRP), and to provide an administrative fee to CRA for its oversight and management services.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Camden Redevelopment Agency that the Interim Executive Director of the Agency, a duly authorized representative of the Agency, is hereby authorized to negotiate and enter into a Shared Services Agreement with the City of Camden for CRA to secure and manage brownfield and other funding and contract for environmental and professional services in connection with the Robert B. Johnson Park site for a term of two (2) years from the execution of the Agreement; and

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

10-12-22A (cont'd)

ON MOTION OF:

SECONDED BY:

COMMISSIONER	AYES	NAYS	ABSTENTIONS
Christopher Collins			
Derek Davis			
Gilbert Harden, Sr.			
Tasha Gainey-Humphrey			
Ian K. Leonard			
Jose Javier Ramos			
Maria Sharma			

Ian K. Leonard
Chairperson

ATTEST:

Olivette Simpson
Interim Executive Director

The above has been reviewed and approved as to form.

Mark P. Asselta, Esq.
Board Counsel

DB:dh
10-11-22

K-10

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES
AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE CAMDEN
REDEVELOPMENT AGENCY ("CRA") FOR MANAGEMENT AND
ENVIRONMENTAL SERVICES FOR ROBERT B. JOHNSON PARK**

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

WHEREAS, the City of Camden, desires to enter into a Shared Services Agreement with the Camden Redevelopment Agency ("CRA"), for Management and Environmental Services for Robert B. Johnson located within Block 520, Lot 26; a portion of Block 522, Lot 9; and Block 523, Lot 13; 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 EIGHTY-TWO THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS (\$82,636.00); 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-ES-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 Shared Services Agreement with CRA, for an amount not to exceed EIGHTY-TWO THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS (\$82,636.00), for the provision of Management and Environmental Services for Robert B. Johnson located within Block 520, Lot 26; a portion of Block 522, Lot 9; and Block 523, Lot 13, 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: October 11, 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 REDEVELOPMENT AGENCY (CRA)

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

- BUDGET APPROPRIATION: 2-01-ES-661-906
AMOUNT: \$ 82,636.00
- 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: \$ 82,636.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION

AUTHORIZING A SHARED AGREEMENT BETWEEN THE CITY OF CAMDEN REDEVELOPMENT AGENCY ("CRA") FOR THE MANAGEMENT AND ENVIRONMENTAL SERVICES FOR ROBERT B. JOHNSON PARK LOCATED WITHIN BLOCK 520, LOT 26; A PORTION OF BLOCK 522, LOT 9 AND BLOCK 523, LOT 13.


Gerald C. Seneski

Director of Finance

Date: 9/29/22

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: October 11, 2022

TO: City Council

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

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Resolution Authorizing a Shared Services Agreement Between the City of Camden and the City of Camden Redevelopment Agency ("CRA") for Management and Environmental Services for Robert B. Johnson Park Located Within Block 520, Lot 26; a portion of Block 522, Lot 9; and Block 523, Lot 13.

BRIEF DESCRIPTION OF ACTION: This action is necessary to commence the remediation of Robert Johnson Park.

BIDDING PROCESS: SSA with CRA - NISSA 40A: 65

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

APPROPRIATION ACCOUNT(S): (If applicable) 2-01-ES-6661-906

AMOUNT: (If applicable) \$82,636.00



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:	9/29/22	<i>[Signature]</i>
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds	9/29/2022	<i>[Signature]</i>
Approved by Purchasing Agent:	9/29/22	_____
Approved by Business Administrator:	9/29/22	_____
Received by City Attorney:	9/30/22	<i>[Signature]</i>

	<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By:	Diana Gonzalez/Marc Riondino	7150
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*****

ATTACHMENT D

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

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

Municipality	City of Camden
Professional Service or EUS Type	Shared Services Agreement
Name of Vendor	Camden Redevelopment Agency
Purpose or Need for service:	Shared Services Agreement Between the City of Camden and the City of Camden Redevelopment Agency ("CRA") for Management and Environmental Services for Robert B. Johnson Park Located Within Block 520, Lot 26; a portion of Block 522, Lot 9; and Block 523, Lot 13
Contract Award Amount	\$82,636
Term of Contract	Two 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.)	N/A
Were other proposals received? If so, please attach the names and amounts for each proposal received?	N/A

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

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

Mayor's Signature

Date _____

Business Administrator/Manager Signature

Date _____

*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-ES-661-906 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.

NIA SSA
Certifying Officer

9/29/2022
Date

For LGS use only:

() Approved

() Denied

Date
Director or Designee,
Division of Local Government Services

Number Assigned _____

MEMORANDUM

TO: Marc Riondino, Council to the Mayor
Tim Cunningham, City Business Administrator
Daniel Blackburn, City Attorney

FROM: Olivette Simpson, Interim Executive Director, CRA

DATE: September 27, 2022

RE: City Council Request for Action – October 11, Meeting
Robert B. Johnson Park (Block 520, Lot 26; Block 522, Lot 9 (a portion of);
Block 523, Lot 13 of the City of Camden Tax Map

Kindly accept this Request for Council Action for a Resolution at the October 11th Meeting in connection with the Robert B. Johnson Park and remedial actions required at the Park Site.

Resolution Title:

- Resolution Authorizing a Shared Services Agreement Between the City of Camden and the City of Camden Redevelopment Agency ("CRA") for Management and Environmental Services for Robert B. Johnson Park Located Within Block 520, Lot 26; a portion of Block 522, Lot 9; and Block 523, Lot 13

A corresponding Resolution will be presented to the CRA board at its October 12, 2022 Meeting.

Attachments:

Shared Services Agreement Project Description and Scope of Work

Scope of Services for A Shared Services Agreement between the City of Camden and the City of
Camden Redevelopment Agency for the Environmental Management and Services
For Robert B. Johnson Park in Block 523, Lot 13; Block 520, Lot 26;
and a portion of Block 522, Lot 9

As part of its redevelopment responsibilities, the Camden Redevelopment Agency (CRA) administers the City of Camden Brownfield Program, including brownfield planning activities, applying for and managing grants for brownfield investigations and remediation and associated contracts to carry out the remedial activities.

Project Summary

- The Robert B. Johnson Park Site, is a 15-acre Site located on the north side of Carl Miller Boulevard, immediately east of U.S. Route I-676, and is comprised of Block 523, Lot 13; Block 520, Lot 26; and a portion of Block 522, Lot 9. The subject property is improved as a public park with open space, basketball courts, and ball fields.
- Based on prior investigations, historic fill material was identified along with reported Polycyclic Aromatic Hydrocarbons (PAHs), various metals and total Polychlorinated Biphenyls (PCBs) above the applicable NJDEP Residential and/or Nonresidential Soil Remediation Standards. Based on the current findings, the remediation approach for the site includes capping with engineering controls (deed notice).
- N.J.S.A. 58:10C-1 et seq, requires a LSRP be retained to oversee the implementation of any environmental cleanup conducted in New Jersey.
- The Park is now closed. After, the Park Site is remediated, the park will be re-opened as a public recreational space. A second phase of construction of improvements will be facilitated by Camden County.

The CRA will undertake the following on behalf of the City of Camden:

- Identify and pursue funding for the assessment, remediation, and redevelopment of the site;
- Oversee and implement site environmental assessment and remediation activities;
- Serve as a liaison with regulatory and funding agencies;
- Procure consultants and contractors for remediation of Park site;
- Conduct community engagement; and
- And other activities necessary to facilitate the environmental assessment, remediation, and advance construction of park improvements at the site.

The City will undertake the following:

- Execute all relevant documents necessary for the CRA to secure, manage/administer grants and/or other funding for the environmental assessment, investigation, and remediation of the Park Site so that construction of park improvements can be carried out at the Site.
- Provide a source of funding up to \$30,320 to contract with an environmental consultant(s) firm to identify, and also prepare applications for potential brownfield or other funding sources to assess,

investigate, and remediate the project site. Payment of these contract services cannot be provided by the CRA and are not eligible activities under potential grant or funding sources.

- Provide a source of funding up to \$32,316.00 to procure and contract with a Licensed Site Remediation Professional (LSRP) for associated services. The NJ Department of Environmental Protection (NJ DEP) pursuant to N.J.S.A. 58:10C -1 et seq., requires a LSRP be engaged to provide oversight and conduct environmental assessment and remedial activities at identified sites. These contract services may be covered in part or entirely by grant and/or other funding sources, when such sources have been secured.

Potential Sources –
Brownfield and/or Other Applications to be submitted:

State HDSRF
Assessment/Investigation/Remediation Grant(s)
NJEDA Brownfield Impact Grant
EPA Brownfield Clean-up Grants

Uses – Estimated Contract Services Costs Identified to
Date - \$82,636

CRA	\$20,000
Grant Writing/Contractor Oversight	\$30,320
LSRP Services	<u>\$32,316</u>
	\$82,636

DB:dh
10-25-22

R-5

RESOLUTION REFERRING A PROPOSED AMENDMENT TO THE CITY OF CAMDEN CODE MC-5371, ADOPTED ON FEBRUARY 8, 2022, PERMITTING CERTAIN CLASSES OF CANNABIS ESTABLISHMENTS IN THE CITY OF CAMDEN, TO THE CITY OF CAMDEN PLANNING BOARD FOR A REPORT AS PROVIDED FOR BY N.J.S.A. 40:55D-26.

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" (the "Act"), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributor license, for businesses involved in transporting cannabis plants in bulk from on licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchases items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

WHEREAS, Section 31a of the Act authorized municipalities by ordinance to adopt regulations governing the number of cannabis establishments allowed to operate within their boundaries, as well as the location manner and times operation of such establishments and establishing civil penalties for the violation of any such regulations; and

WHEREAS, the City Council on February 8, 2022, adopted City of Camden Code MC-5371 permitting a certain number of classes and locations of recreational cannabis licenses in the City of Camden as well as necessary restrictions to be included for Licensees to operate in the City of Camden; and

WHEREAS, the City of Camden has now determined to amend Camden Code MC-5371, adopted on February 8, 2022, to increase the number of Class 1 – Cultivator's licenses permitted in the City of Camden from one (1) Class 1 – Cultivator's license to three (3) Class 1 – Cultivator's licenses; and

WHEREAS, prior to the hearing on the adoption of a proposed amendment to MC-5371, adopted on February 8, 2022, this proposed amendment is to be referred to the City of Camden Planning Board for a report as provided for by N.J.S.A. 40:55D-26; now therefore

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

The proposed amendment to Camden Code MC-5371, adopted on February 8, 2022, to increase the number of Class 1 – Cultivator's licenses permitted in the City of Camden from one (1) Class 1 – Cultivator's license to three (3) Class 1 – Cultivator's licenses is hereby referred to the City of Camden Planning Board for a report as provided for by N.J.S.A. 40:55D-26.

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

Date: October 25, 2022

The above has been reviewed
and approved as to form



DANILE S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: October 25, 2022

TO: City Council

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

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION REFERRING A PROPOSED AMENDMENT TO THE CITY OF CAMDEN CODE MC-5371, ADOPTED ON FEBRUARY 8, 2022, PERMITTING CERTAIN CLASSES OF CANNABIS ESTABLISHMENTS IN THE CITY OF CAMDEN, TO THE CITY OF CAMDEN PLANNING BOARD FOR A REPORT AS PROVIDED FOR BY N.J.S.A. 40:55D-26.

BRIEF DESCRIPTION: The City of Camden has now determined to amend Camden Code MC-5371, adopted on February 8, 2022, to increase the number of Class 1 – Cultivator's licenses permitted in the City of Camden from one (1) Class 1 – Cultivator's license to three (3) Class 1 – Cultivator's licenses

BIDDING PROCESS:

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

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

AMOUNT: *(If applicable)*



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

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

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

(Name) Please Print

(Extension #)

Prepared By: Diana Gonzalez _____ 7150 _____

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******

RESOLUTION REFERRING A PROPOSED AMENDMENT TO THE CITY OF CAMDEN CODE MC-5371, ADOPTED ON FEBRUARY 8, 2022, PERMITTING CERTAIN CLASSES OF CANNABIS ESTABLISHMENTS IN THE CITY OF CAMDEN, TO THE CITY OF CAMDEN PLANNING BOARD FOR A REPORT AS PROVIDED FOR BY N.J.S.A. 40:55D-26.

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" (the "Act"), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributer license, for businesses involved in transporting cannabis plants in bulk from on licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchases items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

WHEREAS, section 31a of the Act authorized municipalities by ordinance to adopt regulations governing the number of cannabis establishments allowed to operate within their boundaries, as well as the location manner and times operation of such establishments and establishing civil penalties for the violation of any such regulations; and

WHEREAS, the City Council on February 8, 2022, adopted City of Camden Code MC-5371 permitting a certain number of classes and locations of recreational cannabis licenses in the City of Camden as well as necessary restrictions to be included for Licensees to operate in the City of Camden; and

WHEREAS, the City of Camden has now determined to amend Camden Code MC-5371, adopted on February 8, 2022, to increase the number of Class 1 – Cultivator’s licenses permitted in the City of Camden from one (1) Class 1 – Cultivator’s license to three (3) Class 1 – Cultivator’s licenses; and

WHEREAS, prior to the hearing on the adoption of a proposed amendment to MC-5371, adopted on February 8, 2022, this proposed amendment is to be referred to the City of Camden Planning Board for a report as provided for by N.J.S.A. 40:55D-26; now therefore

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

The proposed amendment to Camden Code MC-5371, adopted on February 8, 2022, to increase the number of Class 1 – Cultivator’s licenses permitted in the City of Camden from one (1) Class 1 – Cultivator’s license to three (3) Class 1 – Cultivator’s licenses is hereby referred to the City of Camden Planning Board for a report as provided for by N.J.S.A. 40:55D-26.

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

Date of Introduction: October 25, 2022

The above has been reviewed
and approved as to form

DANILE S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

DB:dh
10-25-22

R-6

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF MOUNT CONSTRUCTION,
427 S. WHITE HORSE PIKE, BERLIN, NJ 08009 REQUEST TO WITHDRAWAL
THEIR BID SUBMISSIONS FOR BID #22-13 COMBINED SEWER OUTFALL
MAINTENANCE AND REHABILITATION AND BID #22-14 SEPARATE STORM
SEWER OUTFALL MAINTENANCE AND REHABILITATION**

WHEREAS, the Purchasing Agent opened and received 4 bids for Bid #22-13 Combined Sewer Outfall Maintenance and Rehabilitation and Bid #22-14 Separate Storm Sewer Outfall Maintenance and Rehabilitation on October 6, 2022; and

WHEREAS, Mount Construction was the apparent low bidder on both bids; and

WHEREAS, on October 10, 2022 the Purchasing Agent received a letter from Mount Construction withdrawing their bid based on a "mistake" as defined in N.J.S.A. 40A:11-2; and

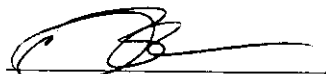
WHEREAS, Mount Construction's letter details proof that their mistake falls under the criteria N.J.S.A. 40A:11-23. (b)(2)(3)(4) and the Purchasing Bureau recommends acceptance of their withdrawal; now, therefore

BE IT RESOLVED by the City Council of the City of Camden hereby accepts the withdrawal of Mount Construction bid submission for Bid #22-13 Combined Sewer Outfall Maintenance and Rehabilitation and Bid #22-14 Separate Storm Sewer Outfall Maintenance and Rehabilitation.

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: October 25, 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

LIT

**CITY OF CAMDEN
CITY COUNCIL REQUEST FORM**

Council Meeting Date: Special October 26 2022

TO: Timothy J. Cunningham, Business Administrator

FROM: L. Chandler, Purchasing Agent

DEPARTMENT MAKING REQUEST: Administration/Purchasing Bureau

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the acceptance of Mount Construction, 427 S White Horse Pike, Berlin NJ 08009 request to withdrawal their bid submissions for Bid #22-13 – Combined Sewer Outfall Maintenance and Rehabilitation and Bid #22-14 Separate Storm Sewer Outfall Maintenance and Rehabilitation

BRIEF DESCRIPTION OF ACTION: The Purchasing Agent opened and received 4 bids for Bid #22-13 – Combined Sewer Outfall Maintenance and Rehabilitation and Bid #22-14 Separate Storm Sewer Outfall Maintenance and Rehabilitation on October 6, 2022. Mount Construction was the apparent low bidder on both bids. On October 10, 2022 the Purchasing Agent received a letter from Mount Construction withdrawing their bid based on a "mistake" as defined in 40A:11-2. Mount Construction's letter details proof that their "mistake" falls under the criteria of 40A:11-23.(b)(2)(3)(4) and the Purchasing Bureau recommends acceptance of their withdrawal.

BIDDING PROCESS: N/A

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



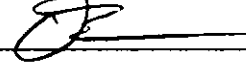
APPROPRIATION ACCOUNT(S): N/A

AMOUNT: N/A



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

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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds		(If applicable)
Approved by Purchasing Agent:	10/17/2022	
Approved by Business Administrator:	10/17/22	
Received by City Attorney:	10/18/22	
(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******



Mount Construction, Inc.
427 South White Horse Pike
Berlin, NJ 08009
856-768-8493
www.MountConstruction.com

Full-Service Construction and Site Improvement · Bridge Construction · 24/7 Emergency Repairs · Excavation · Wet Tapping · Recycling

Date: October 10, 2022

To: Remington & Vernick Engineers
2059 Springdale Road
Cherry Hill, NJ 08003

Attention: Mr. Dennis Yoder

Subject: COMBINED SEWER OUTFALL MAINTENANCE AND REHABILITATION - City
of Camden, Camden County, NJ

Dear Mr. Yoder:

Unfortunately Mount Construction made an error while preparing our bid. Our indirect costs for the project were not included in the total that was written on the bid form. That indirect cost also included the bypass pumping necessary to perform the work on the project. I apologize for this error and the extra work that you must incur to award the project to the next bidder or reject all bids and put the job out to bid again. Mount further understands that, if the project is put out to bid again, we are precluded from bidding on it. Thank you for your understanding and I am looking forward to working with you soon.

Respectfully,

Tim Boresen

Tim Boresen

Senior Project Manager



Mount Construction, Inc.
427 South White Horse Pike
Berlin, NJ 08009
856-768-8493
www.MountConstruction.com

Full-Service Construction and Site Improvement · Bridge Construction · 24/7 Emergency Repairs · Excavation · Wet Tapping · Recycling

Date: October 10, 2022

To: Remington & Vernick Engineers
2059 Springdale Road
Cherry Hill, NJ 08003

Attention: Mr. Dennis Yoder

Subject: SEPARATE STORM SEWER OUTFALL MAINTENANCE AND REHABILITATION - City of
Camden, Camden County, NJ

Dear Mr. Yoder:

Unfortunately Mount Construction made an error while preparing our bid. Our indirect costs for the project were not included in the total that was written on the bid form. That indirect cost also included the bypass pumping necessary to perform the work on the project. I apologize for this error and the extra work that you must incur to award the project to the next bidder or reject all bids and put the job out to bid again. Mount further understands that, if the project is put out to bid again, we are precluded from bidding on it. Thank you for your understanding and I am looking forward to working with you soon.

Respectfully,

Tim Boresen

Tim Boresen

Senior Project Manager

Lateefah Chandler

From: Orion Joyner
Sent: Monday, October 17, 2022 9:58 AM
To: Lateefah Chandler; 'jryan@mdvpinc.com'; 'Bob Gillies'; 'd.ristow@iewconstruction.com'; 'adorsey@mountconstruction.com'
Subject: RE: Bid 22-13 Combined Sewer Outfall Maintenance and Rehabilitation

I take no exception to the Contractor withdrawal referenced below.

Orion Joyner, City Engineer

From: Lateefah Chandler
Sent: Friday, October 14, 2022 3:26 PM
To: 'jryan@mdvpinc.com' <jryan@mdvpinc.com>; 'Bob Gillies' <robert@apconstruction.com>; 'd.ristow@iewconstruction.com' <d.ristow@iewconstruction.com>; 'adorsey@mountconstruction.com' <adorsey@mountconstruction.com>
Subject: Bid 22-13 Combined Sewer Outfall Maintenance and Rehabilitation

Hello,

The City received notice on October 10, 2022 from Mount Construction withdrawing their submission for Bid #22-13 "Combined Sewer Outfall Maintenance and Rehabilitation & Bid #22-14 Separate Storm Sewer Outfall Maintenance and Rehabilitation". The City has accepted the request.

Consequently, the City is currently reviewing Mobile Dredging & Video Pipe, Inc., as the lowest responsible, responsive bidder for Bid #22-13 & AP Construction for Bid #22-14.

Thank you and feel free to contact me with any questions.

Lateefah Chandler

Lateefah Chandler, QPA
Purchasing Agent
City of Camden
856-757-7475
856-541-9668 (fax)
Email: lachandl@ci.camden.nj.us

CONFIDENTIALITY NOTICE

The information contained in this communication from the City of Camden is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the City of Camden at (856) 757-7475 to arrange for the return of this information.

RESOLUTION #7

(To be no actioned)

Resolution authorizing a sub recipient agreement between the City
of Camden and Camden County for Von Neida Park-phase III
planned improvement project

RESOLUTION

**NOT available at time of print on
Friday, October 21, 2022.**

DB:dh
10-25-22

K-8

**RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT
TO MOBILE DREDGING VIDEO PIPE, INC., 1566 HARDING HIGHWAY, NEWFIELD,
NJ 08344 FOR THE COMBINED SEWER OUTFALL MAINTENANCE AND
REHABILITATION BID #22-13**

WHEREAS, the Council of the City of Camden authorized the Purchasing Agent to receive sealed proposals and bids on October 6, 2022 in the Council Chambers, City Hall, Camden, New Jersey for the Bid #22-13 Separate Storm Sewer Outfall Maintenance and Rehabilitation; and

WHEREAS, four (4) bids and proposals were received on October 6, 2022; and

WHEREAS, the Purchasing Agent and the Department of Planning and Development have recommended to the Council of the City of Camden, that the Council award a contract to **MOBILE DREDGING VIDEO PIPE, INC** for an amount not to exceed NINE HUNDRED NINETY THOUSAND SIX HUNDRED FORTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$990,646.67); 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 "C-08-19-485-998" 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 **MOBILE DREDGING VIDEO PIPE, INC** for an amount not to exceed NINE HUNDRED NINETY THOUSAND SIX HUNDRED FORTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$990,646.67) for the Separate Storm Sewer Outfall Maintenance and Rehabilitation, project consists of the maintenance and rehabilitation of approximately twelve (12) combined sewer outfall locations 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: October 25, 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: October 25, 2022

TO: Timothy J. Cunningham, Business Administrator

DATE: October 17, 2022

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the Award of a Construction Contract to TBD for Separate Storm Sewer Outfall Maintenance and Rehabilitation Bid#22-1

BRIEF DESCRIPTION OF ACTION: On October 6, 2022, The Division of Capital Improvement, in conjunction with Purchasing Bureau advertised a bid for Combined Sewer Outfall Maintenance and Rehabilitation project consist of the maintenance and rehabilitation of approx. twelve (12) combined sewer outfall locations in the city of Camden.

APPROPRIATION ACCOUNT(S): TBD

AMOUNT: TBD



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>10/17/22</u>	<u>[Signature]</u>
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
<input type="checkbox"/> CAF -Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>10/17/22</u>	<u>[Signature]</u>
Received by City Attorney:	<u>10/21/22</u>	<u>[Signature]</u>

	<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By:	<u>Stephanie Walker</u>	<u>7680</u>
Contact Person:	<u>Orion Joyner</u>	<u>7680</u>

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

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

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

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

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

Municipality	City of Camden
--------------	----------------

Professional Service or EUS Type	Award of Construction Contract
Name of Vendor	TBD
Purpose or Need for service:	Construction contract in connection with Combined Sewer Outfall Maintenance and Rehabilitation.
Contract Award Amount	TBD
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

Date _____

Director or Designee,
Division of Local Government Services

Number Assigned _____

RVE 1991

**REMINGTON
& VERNICK
ENGINEERS**

337 EMUS HIGHWAY EAST
MADISONVILLE, TN 38353
TEL: 731-595-1741 FAX: 731-595-1862
WWW SITE ADDRESS: WWW.RVE.COM

Contractors • Owners • Architects/Engineers • PM • CM • CM@AT • CM@PM

ENNIS K. YODER
PROFESSIONAL ENGINEER (E. No. 7148)

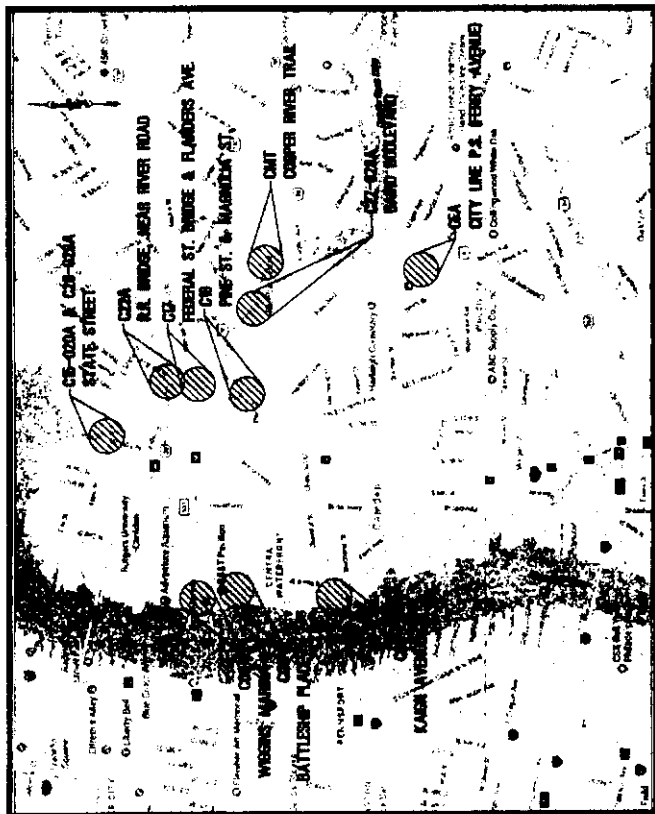
[illegible][illegible]

TITLE SHEET

CITY OF GARDEN
COMBINED SEWER OUTFALL
MAINTENANCE AND REHABILITATION
GARDEN COUNTY
NEW JERSEY

10 - 25 - 507
T-1
CHUCK BY 4 373
1000 27 0000 00

SHEET #	DESCRIPTION	TITLE
T-1		LEGEND
C-1		C31. MAPLE AVENUE PROPOSED CONDITIONS PLAN
C-2		C36. BATTLESHIP NEW JERSEY PROPOSED CONDITIONS PLAN
C-3		C37. WINDINGS MARINA PROPOSED CONDITIONS PLAN
C-4		C38. COOPER RIVER TRAIL PROPOSED CONDITIONS PLAN
C-5		C38. STATE ST. PUMP STATION PROPOSED CONDITIONS PLAN
C-6		C17. FEDERAL ST. BRIDGE & FLANDERS AVE. PROPOSED CONDITIONS PLAN
C-7		C18. PINE STREET BRIDGE & SULLY'S SOUP SITE PROPOSED CONDITIONS PLAN
C-8		C23. FEDERAL ST. PUMP STATION PROPOSED CONDITIONS PLAN
C-9		C24. RAILROAD BRIDGE, NEAR RIVER ROAD PROPOSED CONDITIONS PLAN
C-10		C27. PROPOSED CONDITIONS PLAN PROPOSED CONDITIONS PLAN
C-11		C7A. CITY LINE PUMP STATION (FERRY AVE.) PROPOSED CONDITIONS PLAN
C-12		CMT. COOPER RIVER TRAIL (ACROSS FROM THORNDIKE AVE.) PROPOSED CONDITIONS PLAN
SECC-1		SOIL EROSION & SEDIMENT CONTROL NOTES
SECC-2		SOIL EROSION & SEDIMENT CONTROL DETAILS



PROJECT LOCATION MAP

**CITY OF CAMDEN
CAMDEN COUNTY, NEW JERSEY**

APRIL 2020

LIST OF UTILITIES AND EMERGENCY CONTACT INFORMATION	
SINKER:	CAMDEN WATER L.L.C. 105 S. 17TH STREET CAMDEN NJ 08105 (609) 755-1264
WATER:	UNITED WATER L.L.C. 105 S. 17TH STREET CAMDEN NJ 08105 (609) 755-1264
ELECTRIC	PUBLIC SERVICE ELECTRIC COMPANY ELECTRIC T & O 1000 W. 10TH STREET MCKESSIE TOWN NJ 08057 (609) 573-2077
CABLE:	COMCAST CABLE 1200 WASHINGTON BLVD IN ROAD CHERRY HILL N.J. 08034 (609) 554-1180
GAS:	PREPAID TRANSCONTINENTAL GAS INC BURLINGTON NJ 08006 (609) 778-9779
TELEPHONE:	VERIZON COMMUNICATION 715 MARION AVE CAMDEN NJ 08105 (609) 775-9940
ATTN:	TRANSCONTINENTAL CABLE ROUTE UNDERGROUND LOCATION SERVICE NEW JERSEY UTILITIES ASSOCIATION (609) 252-1112

**New Jersey One Call
CALL BEFORE YOU DIG
877 or 1-800-272-6888
ITS THE LAW**



IT IS THE RESPONSIBILITY OF THE CONTRACTOR
TO CONTACT NJ ONE CALL PRIOR TO THE START
OF CONSTRUCTION. CALL FOR MARKOUTS THREE
TO FIVE BUSINESS DAYS IN ADVANCE AND BEGIN
EXCAVATION WITHIN 10 DAYS. ALL CONTRACTORS
ON SITE MUST HAVE THEIR ONE MARKOUT

**CITY OF CAMDEN
ADVERTISEMENT OF BID**

BY VIRTUE of the power of the City of Camden, the Purchasing Agent is hereby authorized to receive electronic Bid Submissions on October 6, 2022 @ 11:00 a.m. via the City's E-Procurement Portal, Bids&Tenders. Only electronic bids shall be accepted for:

**BID #22-13
COMBINED SEWER OUTFALL MAINTENANCE AND REHABILITATION
CITY OF CAMDEN, CAMDEN COUNTY NJ**

SPECIFICATIONS, Drawings, Contract Documents may be obtained via the City's Bidding System, Bids&Tenders at <https://camden.bidsandtenders.net/Module/Tenders/en>. Bids must be submitted electronically through this platform before the designated date and time of the opening.

Bids must be submitted electronically through the City's Bidding System, Bids&Tenders at <https://camden.bidsandtenders.net/Module/Tenders/en> before the designated date and time of the opening. No Bidder may submit more than one bid. Any bid received after 11:00 am shall not be accepted in the Bids&Tenders system.

The City will open and broadcast the bid opening at 11:00 am on October 6, 2022 in City Council Chambers, second floor, City Hall, Sixth and Market Streets, Camden, New Jersey. Bidders can log in to their registered account at this time for the bid results.

The bid opening is also viewable remotely at the following Zoom Video Communication link (or phone number), meeting ID and Password:

Link: <https://zoom.us/j/95994744482?pwd=VW5FM0lPQkFDQUVmVGk4dmZsU1RWZz09>

Meeting ID: 959 9474 4482

Passcode: 162555

Phone Number: 1(646) 876-9923

Each bid must be accompanied by Certified Check, Cashier's Check of Bid Bond to the order of the City of Camden, in the amount equal to ten percent (10%) of the sum of the bid but not in excess of \$20,000.00 together with a non-collusion affidavit. Bid Bonds may be submitted electronically via a digital bond within the Bids&Tenders solicitation or uploaded in the document section of the solicitation. Paper bid bonds, certified checks or cashier's checks payable to the City of Camden may be mailed or dropped off in a sealed envelope bearing the name and address of the bidder and contract description on the outside to: Purchasing Agent C/O City Clerk, City of Camden City Hall, Room 105, Sixth and Market Streets, Camden, New Jersey. Regardless of the method of submission, bid bond must be received by Purchasing prior to the bid opening.

This project is funded in part by the New Jersey Environmental Infrastructure Trust Program and the successful Bidder must comply with all the provisions of N.J.A.C. 7:22-9.1 et seq. for the participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals (SED).

This contract or subcontract is expected to be funded in part with funds from the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust. Neither the State of New Jersey is, or will be, a party to this contract or subcontract or any lower tier contract or subcontract. This contract or subcontract is subject to the provisions of N.J.A.C. 7:22-3, 4, 4, 9, and 10.

The Bidder to whom the City of Camden proposes to award the Contract will be required to furnish Performance, Maintenance, and Payment Bonds and the necessary insurance certificates as prescribed in the General Conditions, Technical Specifications, and the Supplementary Conditions upon the execution of the Contract.

Bidders must submit complete and detailed specifications of the product or service, which Bidder proposes to supply.

The right to reject all bids pursuant to N.J.S.A. 40A:11-13.2 and to award the contract to the lowest responsive, responsible bidder in accordance with applicable law is expressly reserved by the authority of the City Council of the City of Camden.

In order to perform public work, the Successful Bidder and Subcontractors prior to contract award shall hold or obtain such licenses as required by State Statutes, and federal and local Laws and Regulations.

The Bidder must produce current "Certificates of Registration" from the New Jersey Department of Labor and Workforce Development for itself and each of its subcontractors.

The attention of Bidders is particularly called to the requirements as to the conditions of employment to be observed and the minimum wage rates to be paid under the contracts as determined by the New Jersey Department of Labor and Workforce Development (N.J.S.A. 34:11-56.25 et seq.) and/or with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Bidders are also required to comply with the requirements of Affirmative Action Regulation of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and Affirmative Action Compliance NJAC 17:27-1 et seq.

Any questions concerning technical issues with the City's Bids&Tenders electronic bidding system contact support@bidsandtenders.ca.

Lateefah Chandler
Purchasing Agent

September 2, 2022
September 7, 2022
September 14, 2022

DB:dh
10-25-22

R-9

**RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT
TO AP CONSTRUCTION, 915 BLACKHORSE PIKE, BLACKWOOD, NJ 08012
FOR THE COMBINED SEWER OUTFALL MAINTENANCE AND REHABILITATION
BID #22-14**

WHEREAS, the Council of the City of Camden authorized the Purchasing Agent to receive sealed proposals and bids on October 6, 2022 in the Council Chambers, City Hall, Camden, New Jersey for the Bid #22-14 Separate Storm Sewer Outfall Maintenance and Rehabilitation; and

WHEREAS, four (4) bids and proposals were received on October 6, 2022; and

WHEREAS, the Purchasing Agent and the Department of Planning and Development have recommended to the Council of the City of Camden, that the Council award a contract to **AP CONSTRUCTION** for an amount not to exceed SIX HUNDRED FOUR THOUSAND FIVE HUNDRED DOLLARS (\$604,500.00); and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "C-08-19-485-998" 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 **AP CONSTRUCTION** for an amount not to exceed SIX HUNDRED FOUR THOUSAND FIVE HUNDRED DOLLARS (\$604,500.00) for the Separate Storm Sewer Outfall Maintenance and Rehabilitation, project consists of the maintenance and rehabilitation of approximately ten (10) separate storm sewer outfall locations 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: October 25, 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: October 25, 2022

TO: Timothy J. Cunningham, Business Administrator

DATE: October 17, 2022

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the Award of a Construction Contract to TBD for Combined Sewer Outfall Maintenance and Rehabilitation Bid#22-14

BRIEF DESCRIPTION OF ACTION: On October 6, 2022, The Division of Capital Improvement, in conjunction with Purchasing Bureau advertised a bid for Separate Storm Sewer Outfall Maintenance and Rehabilitation the project consists of the maintenance and rehabilitation of approx. ten(10) Separate Storm Sewer Outfall locations in the City of Camden. The work will consist of cleaning and CCTV of the storm sewer piping from the catch basin or upstream manhole to the outfall location.

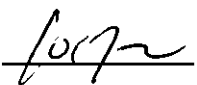
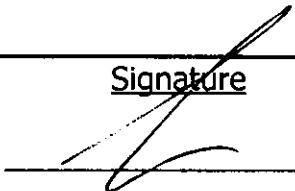
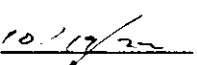
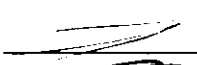


APPROPRIATION ACCOUNT(S): TBD

AMOUNT: TBD



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:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:		
Received by City Attorney:		

(Name) Please Print

(Extension #)

Prepared By: Stephanie Walker

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	TBD
Purpose or Need for service:	Construction contract in connection with Separate Storm Sewer Outfall maintenance and Rehabilitation
Contract Award Amount	TBD
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

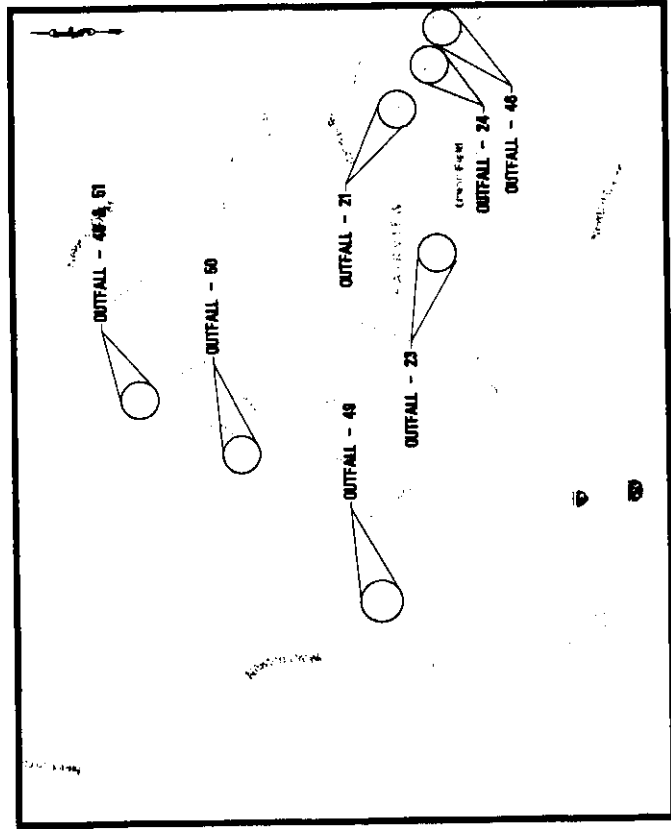
Director or Designee,
Division of Local Government Services

Date _____

Number Assigned _____

SEPARATE STORM SEWER OUTFALL MAINTENANCE AND REHABILITATION

LIST OF UTILITIES AND EMERGENCY CONTACT INFORMATION	
SEWER:	CAMDEN WATER LLC 100 & 17TH STREET CAMDEN, NJ 08105 (856) 938-1384
WATER:	CAMDEN WATER LLC 100 & 17TH STREET CAMDEN, NJ 08105 (856) 938-1384
ELECTRIC:	TELECOM SERVICE ELECTRIC COMPANY ELECTRIC T & D 300 NEW ALBANY ROAD MCDONOUGH, N.J. 08057 (609) 774-2077
CABLE:	COMCAST CABLE 1250 HAZENFELD-DEALIN ROAD CAMDEN, N.J. 08105 (856) 364-1865
GAS:	PG&E 380 CONNECTICUT DRIVE BURLINGTON, N.J. 08009 (609) 776-8776
TELEPHONE:	VERIZON COMMUNICATION 715 MARSHALL AVE VALLEURTOWN, N.J. 08064 (609) 728-8400
AT&T:	TRANSCENTRAL CABLE SERVICE NEW JERSEY UTILITIES ASSOCIATION (800) 252-1153



PROJECT LOCATION MAP

SHEET #	DESCRIPTION
T-1	LEGEND
C-1	OUTFALL - 21
C-2	PROPOSED CONDITIONS PLANS
C-3	OUTFALL - 23
C-4	PROPOSED CONDITIONS PLANS
C-5	OUTFALL - 24
C-6	PROPOSED CONDITIONS PLANS
C-7	OUTFALL - 48
C-8	NOT USED IN DRAWING SET
C-9	PROPOSED CONDITIONS PLANS
SEK-1	SOIL EROSION AND SEDIMENT CONTROL NOTES
SEK-2	SOIL EROSION AND SEDIMENT CONTROL DETAILS

REMINGTON & VERNICK ENGINEERS

112 SOUTH HIGHTOWER BLVD
SUITE 100
CAMDEN, NJ 08105
TEL: 856-938-1384
FAX: 856-938-1385
WWW.RVE-ENGINEERS.COM

DENNIS K. YODER

REGISTERED PROFESSIONAL ENGINEER, N.J. No. 1008

CITY OF CAMDEN
CAMDEN COUNTY
SEPARATE STORM SEWER OUTFALL
MAINTENANCE AND REHABILITATION

T-1

DATE: 04/11/2020
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

CITY OF CAMDEN CAMDEN COUNTY, NEW JERSEY

APRIL, 2020

New Jersey Gas Call
CALL BEFORE YOU DIG
800-4-A-PIPE (477-4773)

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO ANY EXCAVATION. TO CONTACT NJ GAS CALL FIRST TO THE START OF ANY EXCAVATION. CALL 800-4-A-PIPE (477-4773) OR 1-800-4-A-PIPE (477-4773) FOR A FREE INFORMATIONAL BROCHURE. ALL CONTRACTORS MUST HAVE THEIR OWN BROCHURE.

**CITY OF CAMDEN
ADVERTISEMENT OF BID**

BY VIRTUE of the power of the City of Camden, the Purchasing Agent is hereby authorized to receive electronic Bid Submissions on October 6, 2022 @ 11:00 a.m. via the City's E-Procurement Portal, Bids&Tenders. Only electronic bids shall be accepted for:

**BID #22-14
SEPARATE STORM SEWER OUTFALL MAINTENANCE AND REHABILITATION
CITY OF CAMDEN, CAMDEN COUNTY NJ**

SPECIFICATIONS, Drawings, Contract Documents may be obtained via the City's Bidding System, Bids&Tenders at <https://camden.bidsandtenders.net/Module/Tenders/en>. Bids must be submitted electronically through this platform before the designated date and time of the opening.

Bids must be submitted electronically through the City's Bidding System, Bids&Tenders at <https://camden.bidsandtenders.net/Module/Tenders/en> before the designated date and time of the opening. No Bidder may submit more than one bid. Any bid received after 11:00 am shall not be accepted in the Bids&Tenders system.

The City will open and broadcast the bid opening at 11:00 am on October 6, 2022 in City Council Chambers, second floor, City Hall, Sixth and Market Streets, Camden, New Jersey. Bidders can log in to their registered account at this time for the bid results.

The bid opening is also viewable remotely at the following Zoom Video Communication link (or phone number), meeting ID and Password:

Link: <https://zoom.us/j/95994744482?pwd=VW5FM0lPQkFDQUVmVGk4dmZsU1RWZz09>

Meeting ID: 959 9474 4482

Passcode: 162555

Phone Number: 1(646) 876-9923

Each bid must be accompanied by Certified Check, Cashier's Check of Bid Bond to the order of the City of Camden, in the amount equal to ten percent (10%) of the sum of the bid but not in excess of \$20,000.00 together with a non-collusion affidavit. Bid Bonds may be submitted electronically via a digital bond within the Bids&Tenders solicitation or uploaded in the document section of the solicitation. Paper bid bonds, certified checks or cashier's checks payable to the City of Camden may be mailed or dropped off in a sealed envelope bearing the name and address of the bidder and contract description on the outside to: Purchasing Agent C/O City Clerk, City of Camden City Hall, Room 105, Sixth and Market Streets, Camden, New Jersey. Regardless of the method of submission, bid bond must be received by Purchasing prior to the bid opening.

This project is funded in part by the New Jersey Environmental Infrastructure Trust Program and the successful Bidder must comply with all the provisions of N.J.A.C. 7:22-9.1 et seq. for the participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals (SED).

This contract or subcontract is expected to be funded in part with funds from the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust. Neither the State of New Jersey is, or will be, a party to this contract or subcontract or any lower tier contract or subcontract. This contract or subcontract is subject to the provisions of N.J.A.C. 7:22-3, 4, 4, 9, and 10.

The Bidder to whom the City of Camden proposes to award the Contract will be required to furnish Performance, Maintenance, and Payment Bonds and the necessary insurance certificates as prescribed in the General Conditions, Technical Specifications, and the Supplementary Conditions upon the execution of the Contract.

Bidders must submit complete and detailed specifications of the product or service, which Bidder proposes to supply.

The right to reject all bids pursuant to N.J.S.A. 40A:11-13.2 and to award the contract to the lowest responsive, responsible bidder in accordance with applicable law is expressly reserved by the authority of the City Council of the City of Camden.

In order to perform public work, the Successful Bidder and Subcontractors prior to contract award shall hold or obtain such licenses as required by State Statutes, and federal and local Laws and Regulations.

The Bidder must produce current "Certificates of Registration" from the New Jersey Department of Labor and Workforce Development for itself and each of its subcontractors.

The attention of Bidders is particularly called to the requirements as to the conditions of employment to be observed and the minimum wage rates to be paid under the contracts as determined by the New Jersey Department of Labor and Workforce Development (N.J.S.A. 34:11-56.25 et seq.) and/or with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Bidders are also required to comply with the requirements of Affirmative Action Regulation of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and Affirmative Action Compliance NJAC 17:27-1 et seq.

Any questions concerning technical issues with the City's Bids&Tenders electronic bidding system contact support@bidsandtenders.ca.

Lateefah Chandler
Purchasing Agent

September 2, 2022
September 7, 2022
September 14, 2022

DB:dh
10-25-22

R-10

**RESOLUTION AUTHORIZING THE CITY OF CAMDEN TO APPLY FOR A 2022
WILLIAM G. ROHRER FOUNDATION GRANT THROUGH PNC CHARITABLE TRUST
IN THE AMOUNT OF \$5,000.00**

WHEREAS, the City of Camden desires to apply for a 2022 William G. Rohrer Foundation Grant in the amount of \$5,000.00; and

WHEREAS, the grant proceeds will be utilized to complete the Spanish translation and IT backup support for the City of Camden's historic mural in the lobby and on the City's website; now, therefore

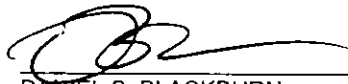
BE IT RESOLVED, by the City Council of the City of Camden that it is hereby authorized to apply for a 2022 William G. Rohrer Foundation Grant.

BE IT FURTHER RESOLVED, that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to apply for 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: October 25, 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 **October 11, 2022**

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

FROM: Patrice Bassett, Records Manager & Archivist

Department Making Request: Municipal Clerk

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing approval to apply for 2022 William G. Rohrer Foundation grant through PNC Charitable Trust in the amount of \$5,000

BRIEF DESCRIPTION OF ACTION: This resolution will provide approval to apply for Rohrer Foundation grant in the amount of \$5,000. This grant will help to fund Spanish translations and IT backup support for the City of Camden's historic mural in the lobby and on the City's website. There is NO MATCH requirement.

BIDDING PROCESS:

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


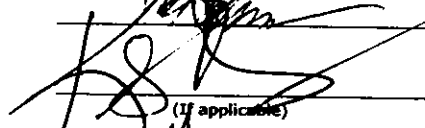
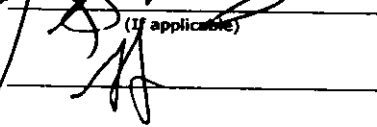

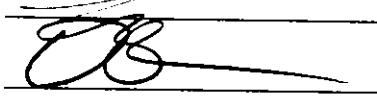
APPROPRIATION ACCOUNT(S): (If applicable)

AMOUNT: (If applicable) \$5,000



Waiver Attached for State (DCA) Approval

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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	10/3/2022	
Approved by Grants Management:	10/4/22	
Approved by Finance Director:	10/6/22	
<input type="checkbox"/> CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:		
Approved by Business Administrator:	10/11/22	
Received by City Attorney:	10/21/22	

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*****

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

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

Department: Municipal ClerkGrant Administrator: Patrice McCarthyGrant Administrator #: 757-7409

Project Name:		Heritage Tourism Interactive History Mural (Spanish Translation)	
Grant/Funding Agency Program:		2022 William G Rohrer Foundation Grant	
Grant Federal CFDA or State GIMS Number:			
City Contract Date:		City Contract #:	
Application Resolution #:		Appropriation Code :	
Funding Source:			
Pass Through: <i>circle one</i>	Y or N	Source:	PNC Charitable Trust
Amount of Grant:		\$5,000	
Local Match: <i>circle one</i>	Y or <input checked="" type="radio"/> N	Cash:	
		In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:	
Term of Grant:		Location of Activity:	Camden City Hall
Date of Analysis:	10/4/22	Reviewed By:	Kelly Mobley

Summary:

2-May-22: The Municipal Clerk's Office is seeking council authorization to apply for a \$5,000 grant from 2022 William G Rohrer Foundation (through PNC Charitable Trust) for the purpose of providing Spanish Translation for the Heritage Tourism Interactive Touch Screen Kiosk in City Hall and integration into the Camden City website. The total project cost is \$20,00.00. Please note that the budget being submitted to the funder is for \$15,000; but the Grant Approval Form (Attachment G) has indicated that the project cost is \$20,000. Of that amount \$5,000 will be incurred costs by the City of Camden over three (3) years. It is not clear where this will be budgeted and should be decided prior to filing and/or acceptance of this grant.. The Municipal Clerk's Office will be seeking additional funding to close the gap in funding.

Currently, their office is waiting on a grant award from NJ Historic Trust Heritage Tourism License Plate Program - \$5,000. It is not clear where the Clerk's Office will find the additional \$10,000 which is needed to complete the project.

There is not a match requirement.

Time Lines:

Problematic Areas/Recommendations: Concerned that the project will not be completed if other funding is not identified/secured. Additionally, whose department will budget for the \$5,000.

CCHistoricLicense Plate Trust \$5,000

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.

This grant will cover the costs associated with the Spanish translations on the touch screen historic mural located in the lobby of City Hall, translations required for integration into our online platform (website) as well as the backup and hosting costs associated with same. These cost are estimated to be \$20,000 in total. This grant is capped at \$5,000 max grant request with no match requirement. We have already identified two other potential grant funders to assist with the remaining costs for this project (request for application approval to be forthcoming)

Our research about the importance of translating the kiosk information into Spanish is founded on the fact that nearly half the residents of the City of Camden are Spanish speakers. The 2020 US Census Quick Facts notes that 50.5% of Camden residents are Hispanic or Latino, and 42% speak Spanish at home. In Camden County, 17.6% of residents are Hispanic or Latino and 12.6% of the county population speaks Spanish at home. Given these statistics, the project planners believed that Spanish translations of the kiosk content would expand the audience for county history organizations and historic sites open to the public.

Our budget includes translation into Spanish but did not include integration of the translations into the Kiosk and Website by Night Kitchen Interactive which will cost \$15,000. We have since learned that the City of Camden will incur IT costs to host this additional content on their website, estimated at \$5,000 over three years.

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

Name	Patrice Bassett
Title	Records Manager CMR MA
Telephone Number	856-757-7049
Email	Pamccart.pm@gmail.com

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?

After the first 3 years of coverage for operating costs associated with placing this historic data on the City of Camden website – the city will be required to pay for server updates from the city's vendor (govdesigns) this may cause an increase of monthly costs by \$100.00 a month.

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

Maintenance/updating will be performed by the vendor govdesigns (as they do with every other section of the City of Camden website). Any changes to the data displayed in this section will be addressed by Patrice Bassett in conjunction with Information Technology and the Communications Department of the City of Camden.

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 _____

NIGHT KITCHEN INTERACTIVE

INTERACTIVE TOUCHSCREEN KIOSK YEAR 2

City of Camden

Translation Development and Integration Proposal

Version 3.0
April 29, 2022

Primary Contact

Night Kitchen Interactive
Matthew Fisher, Principal
526 E Girard Ave
Philadelphia, PA 19125
matthew@whatscookin.com
215.629.9962 x102

*Funds Covered
by
Grant*

PROJECT UNDERSTANDING

The City of Camden (CoC) seeks a digital media vendor to integrate Spanish language translations of all phase 1 and phase 2 content (143 pop up text content) and on-screen text from English to Spanish for both the Kiosk and website previously funded through the Phase Two: NJHT and Second Open Space Grant scope of work being completed in 2022.

SOLUTION

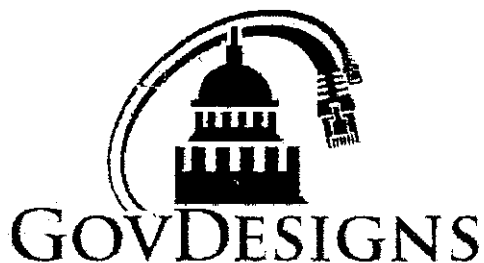
Once all phase 1 and phase 2 content is translated, Night Kitchen will develop and implement a database to support translated content in both the kiosk and web versions. Night Kitchen will upload the translated content to both versions and perform quality assurance on both versions. Night Kitchen will then deploy the new content to both the kiosk and web platforms with a final round of quality assurance.

BUDGET

Components	Cost
Project Services	
Project Management	\$2,000
Subtotal Project Services	\$2,000
Design & Development	
UX / UI Design	\$1,000
Content Management & Integration	\$5,500
Functional Development	\$4,000
Web Integration	\$1,000
Quality Assurance	\$500
Installation	\$1,000
Subtotal Design & Development	\$13,000
Total	\$15,000

GENERAL ASSUMPTIONS

- CoC will assign a project liaison who will manage internal reviews and deliver a single approved revision document and sign-offs to NK for each deliverable.
- HC and CoC will be responsible for providing all text content, photography, and video in the agreed-upon digital format for use in the applications.
- This proposal does not include the implementation of a content management system for managing content. To help maximize the amount of time and budget available for the experience, the content will be coded into the system directly.
- Design and installation of supporting physical components of the interactive (e.g. the digital screen housing, or onsite exhibit signage) is not included within the scope of this proposal.
- Hardware costs are estimated and will be determined in consultation with CoC.
- NK will provide bug fixes and corrections within the scope of the Statement of Work for 60 calendar days after launch.



QUOTE

sales@GovDesigns.com

GovDesigns

10 Arrowwood Drive
Sicklerville, New Jersey 08081
United States

609-878-8098

www.GovDesigns.com

BILL TO
City of Camden
520 Market Street
Camden, New Jersey 08101
United States

Estimate Number: 041722_NK

P.O./S.O. Number: CityOfCamden_Night
Kitchen

Estimate Date: April 17, 2022

Expires On: June 1, 2022

Grand Total (USD): \$5,000.00

Product/Service	Quantity	Price	Amount
Night Kitchen Hosting *3-Year Subscription*	1	\$5,000.00	\$5,000.00

GovDesigns will work with The City of Camden and their vendor, Night Kitchen for hosting of their online application.

GovDesigns will provide updates only to the Linux OS server and will not maintain code or the application for Night Kitchen.

Night Kitchen is responsible for the migration of their project from their staging servers to the production server.

Hosting specs to cover Spanish and English version NightKitchen sites.

Server Specs

Server OS: Linux
Memory: 4GB
Hard Disk: 80GB
CPUS: 2
Uptime: 99.99%
cPanel: 1 License
Daily Backups: Yes, up to 80GB
DDOS Protection: Yes

*Funds covered
by grant
1st 3 yrs*

Camden Heritage Tourism Kiosk Rohrer Foundat

Grant Application Project Budget

REVENUE - List only those funds to be used for requested program/project.	Amount of Grant Request	Other Requested or Pending Funds
1. Grants and Contributions		
<i>Indicate the specific name of the Trust or simply indicate PNC Charitable Trusts directly below</i>		
William G. Rohrer Foundation	\$10,000.00	
<i>Please list all requested, pending or committed funds below in columns indicated</i>		
NJ Historic Trust Heritage Tourism Management		
Camden County Open Space Trust Fund		
Camden County Open Space Trust Fund		
Camden County Cultural & Heritage Commission		\$ 5,000.00
NJ Historic Trust Licence Plate Heritage Tourism		\$ 5,000.00
2. Earned Income		
<i>Please itemize all sources of earned income.</i>		
3. Other		
<i>Please itemize any additional forms of revenue.</i>		
TOTAL	\$ 10,000.00	\$ 10,000.00
TOTAL REVENUE (Committed + Requested Funding)		
EXPENSE - List all project-related expenses to show the total expenses for the program/project and how the funds requested will be used within 12 months.		Amount Requested in Proposal
Night Kitchen Interactive, translation, intergration, IT liaison		\$ 5,000.00
GovDesign city's web site host, IT consultant		\$ 5,000.00

FINAL for City Council

10-3-22

Rohrer Grant application PNC Charitable Foundation

*Legal Name / Doing Business As Name (?) City of Camden

*Street Address City Hall Room

*City Camden

*State New Jersey

*Zip 08101

*Payment Address the Same? Is your organization address, as above, the same as the payment address to which checks should be mailed in the event your request is approved?
Yes

Organization Payment Street Address Please enter the payment address of the organization as it should appear on the check.
520 Market Str

Organization Payment City/State/Zip Please enter the payment City/State/Zip Code of the organization as it should appear on the check.
Camden NJ 08

*Website Address www.ci.Camden

*Year Founded 1828

*Organization Mission
(2000 character maximum)

The City of Camden does not have a mission statement. Their vision for their city, which comes from their website, is: To transform Camden into a city that is linked to its people by responsive service systems, state of the art technology, and accountable decision-making processes. Effectively, efficiently, and equitably

enhancing residents quality of life; attracting private investment; stimulating growth city-wide and delivering services with a commitment to excellence.

*Organization History

(2000 character maximum)

The applicant is the City of Camden's Office of the City Clerk, where City Archivist Patrice Bassett is housed. The kiosk project was conceived by Ms. Bassett in 2018. The City of Camden is a major municipality in New Jersey. The city has 7 Council Members, and a Mayor elected from their members.

*IRS Determination Letter
(?) If your most current letter is already saved, there is no need to upload new each time.
*Must be in PDF Format

- [Camden tax exempt status.pdf \(42.25 K\)](#), uploaded by Sherie Martin on 09/21/2022 [\[Delete File\]](#)

*509(a)(3) Tax Status Has this organization been assigned a 509(a)(3) tax status by the IRS? The determination letter that you received from the Internal Revenue Service recognizing your tax-exempt status under section 501(c)(3) of the Internal Revenue Code (the "Code") should also indicate whether you are classified as other than a private foundation as a public charity under section 509(a)(3) of the Code. You can also confirm your status as a supporting organization by checking your classification in the IRS Exempt Organizations Business Master File ("BMF"). You can find the BMF on the IRS website.

[Save and Proceed](#)

Organizational Summary

* indicates required field

*Name of Specific Trust (?) Are you applying to a specific trust? If so, please enter the name here. Once you begin typing, please wait for trust name to appear and select name from the dropdown. If you are not applying to a specific trust, please enter "PNC Charitable Trusts."

William G. Fou

*Geographic Area Project Serves Please select the primary geographic area your project serves.

—Camden

*Program Funding Area Arts and Culture

Payee (Attention to:) Please provide the name of the contact person to whom checks should be mailed in the event your request is approved. (Max: 30 Characters)

Patrice Bassett

*Highest Ranking Officers
(?)

List the **full first, full middle and full last** names of your **CEO / Executive Director** (i.e., the highest-ranking executive / officer of the organization) and **CFO / Controller** (i.e., the highest-ranking executive / officer in charge of the Finance function of the organization). Please only input these **TWO** names.

NOTE: FULL FIRST NAMES, FULL MIDDLE NAMES AND FULL LAST NAMES OF THESE OFFICERS MUST BE TYPED INTO THE FIELD IMMEDIATELY BELOW IN ORDER TO BE ELIGIBLE FOR CONSIDERATION. PLEASE DO NOT INCLUDE TITLES — NAMES ONLY. Add one full name at a time, then click **Add to List after each entry (e.g., Justin Charles Smith (then click **Add to List**), Ashley Kathleen Johnson (then click **Add to List**), etc.)**

Did this for Mayor and Treasurer

*Board of Directors File

Please upload a file listing your officers and board of directors, including all relevant affiliations, such as their current or past employment. Please do not include personal contact information for Board members.

*Must be in a PDF format Uploaded on PNC web site

Current Operating Budget

Please provide the annual operating budget total for the organization, NOT that for the program/project for which you are applying.

113,183,375.74

Current Programs and/or
Activities

Please provide a list of all of the organization's current programs and/or activities.

(2000 character maximum) 1996 here

The City of Camden Archives and Records Office is the primary sponsor and fundraiser for the Heritage Tourism Interactive Touch Screen Kiosk. This is the first time that the Records Office has initiated any kind of history outreach project.

The kiosk consists of three 42" HD video touchscreen monitors

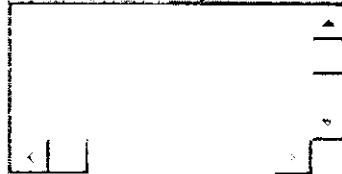
mounted side by side in portrait orientation on the wall between the first-floor elevator and the café in Camden City Hall. This is a very large screen, almost eight feet wide. It was inaugurated on August 9, 2021, at a press conference and proved highly popular with the 300,000 people who visited City Hall Camden last year.

Our major partner on this project is the Camden County History Alliance, a group of 51 history organizations and historic sites that raise awareness, seek funds, and undertake joint history projects. The Records Office is an active member of the Alliance. The Alliance is housed at the Camden County Historical Society. The 51 Alliance partner organizations will be included on the kiosk in late 2022.

The Camden County History Alliance organizes the annual Camden County History Month each October, where the sites and organizations are open for tours and activities for the public, most of which are free. In 2022, History Month is in its fourth year (2020 was cancelled due to the COVID-19 pandemic).

The Camden County Historical Society has received a \$150,000 American Battlefield Protection Program grant that has been matched with \$150,000 in Camden County grants for an American Revolution Heritage Tourism Trail in Camden County, NJ. Thirty-three (33) wayfinding signs and the same number of Travel Storys Mobile Audio App narratives will be created to highlight important historic places related to the American Revolution in Camden County. Our partner, the Historical Society, is permitting us to use information they developed about the 33 Revolutionary War Battle and Skirmish sites in Camden County for our kiosk in late 2022.

Accomplishments Please provide any relevant recognition your organization has received.



(2000 character maximum) 418 here

The Camden County History Alliance, of which the Records Office of City Hall Camden is a partner, received the 2019 Grand Jury Award from the Preservation Alliance for Greater Philadelphia for the first Camden County History Week event held in October 2018. This is the most prestigious regional award given for history and heritage organizations in the Philadelphia region.

We expect to nominate the Heritage Tourism Interactive Touch Screen Kiosk for a similar award in 2023 upon completion.

***Audited Financial Statements and Form 990** Please upload your most recent Audited Financial Statements AND your most recent Form 990. When uploading more than one document, please upload one at a time. If your organization does not have Audited Financial Statements, your Form 990 will suffice.

Grant Details

*Total Project Cost Must match Total Revenue on the Project Budget attachment.
\$155,000

*Committed Project Funding to Date	Must match Total of the Committed Funds on the Project Budget attachment.
	<u>\$135,000</u>

*If the full requested amount is not granted, can the project/program move forward Let's discuss please

*Project Start Date 2021 If we

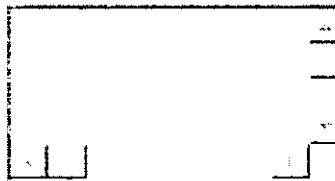
*Project End Date	2023
-------------------	------

*Project Title It is suggested that you include the name of the trust in the name of your Project Title.
(Ex. Afterschool Program 2013 - ABC Trust)
Rohrer Foundat

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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The Heritage Tourism Touch Screen Kiosk Rohrer Foundation will translate all of the history content on the kiosk and the kiosk section of the city website into Spanish. 42% of City of Camden and 12% Camden County residents speak Spanish at home.

How many individuals will be impacted by your project? Please be specific in terms of geographic area and scope.



(500 character maximum)
486 characters here.

The City Hall Camden lobby, where the kiosk is located, has more than 300,000 visitors per year. The City of Camden website gets 170,000 visitors yearly. The history information will appear in both locations.

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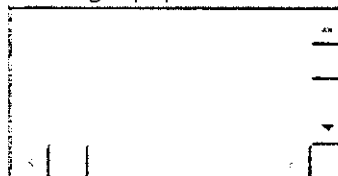
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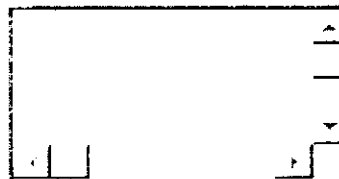
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*Certification of tax-exempt status I certify to the best of my knowledge that the tax-exempt status of this organization remains in effect.

☒ I certify

*Authorized Electronic Signature By typing your name, or the name of an authorized person, you are "signing" an electronic document, in this case an online grant application. You certify that the information contained in this online grant application is true and correct. By signing this electronic grant application on behalf of the applicant, you are agreeing on behalf of the applicant that if the applicant is awarded a grant, it will comply with the PNC Charitable Trusts standard grant terms and conditions. This is the electronic version of your signature and legally binding.

CAMDEN HISTORY

Explore the History of the City of Camden



Map

Explore ▶



Mural

Explore ▶



Barclay Farmstead Museum

1

Show ▶



Battleship New Jersey Museum and Memorial

2

Show ▶



Burrough-Dover House

3

Show ▶



Camden County Historical Society,
Pomona Hall

4

Show ▶



Camden Shipyard and Maritime
Museum

5

Show ▶



Champion School

6

Show ▶





1969 and 1971 Camden Riots

Show ▶

Barbara J. Ingram

Show ▶

Battleship New Jersey Museum & Memorial

Show ▶

Camden City Hall

Show ▶

Camden and Amboy Railroad

Show ▶

Campbell's Soup Company

Show ▶

Credits

Newsletter

Español

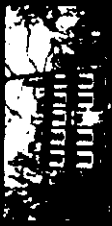
◀ Home







Historical Society of Haddonfield



The Historical Society of Haddonfield was founded in 1914 by residents who had recently organized a celebration of the New Haddonfield Plantation's 200th anniversary. Today, its mission is twofold – first, to promote awareness of the history of Haddonfield and its place in the wider world, and second, to provide a center where the widest possible audience can access and study directly the documentary and physical remains of that history.

HSH maintains two historic houses (Greenfield Hall and the Samuel Mickie House), museum collections (which include ceramics, glass, textiles, dolls, toys, and tools), and a rich research archive and library. In addition to publishing a quarterly newsletter and books related to Haddonfield history, it holds quarterly lectures on topics of historical interest, sponsors a book club, and hosts other special events throughout the year (both in person and online).

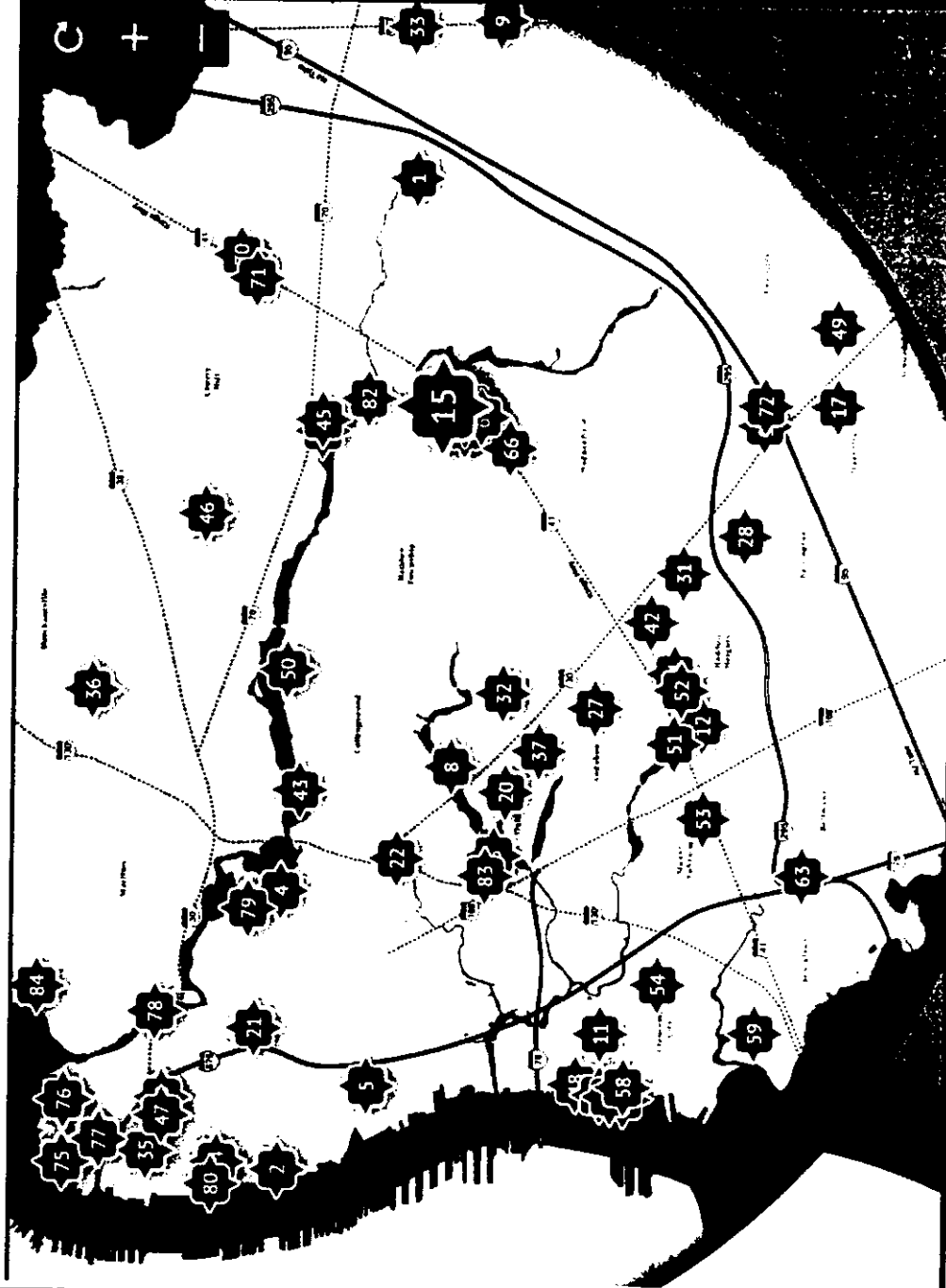
Please review the Historical Society of Haddonfield website BEFORE visiting the physical site to confirm that the campus is open and ready for visitors.

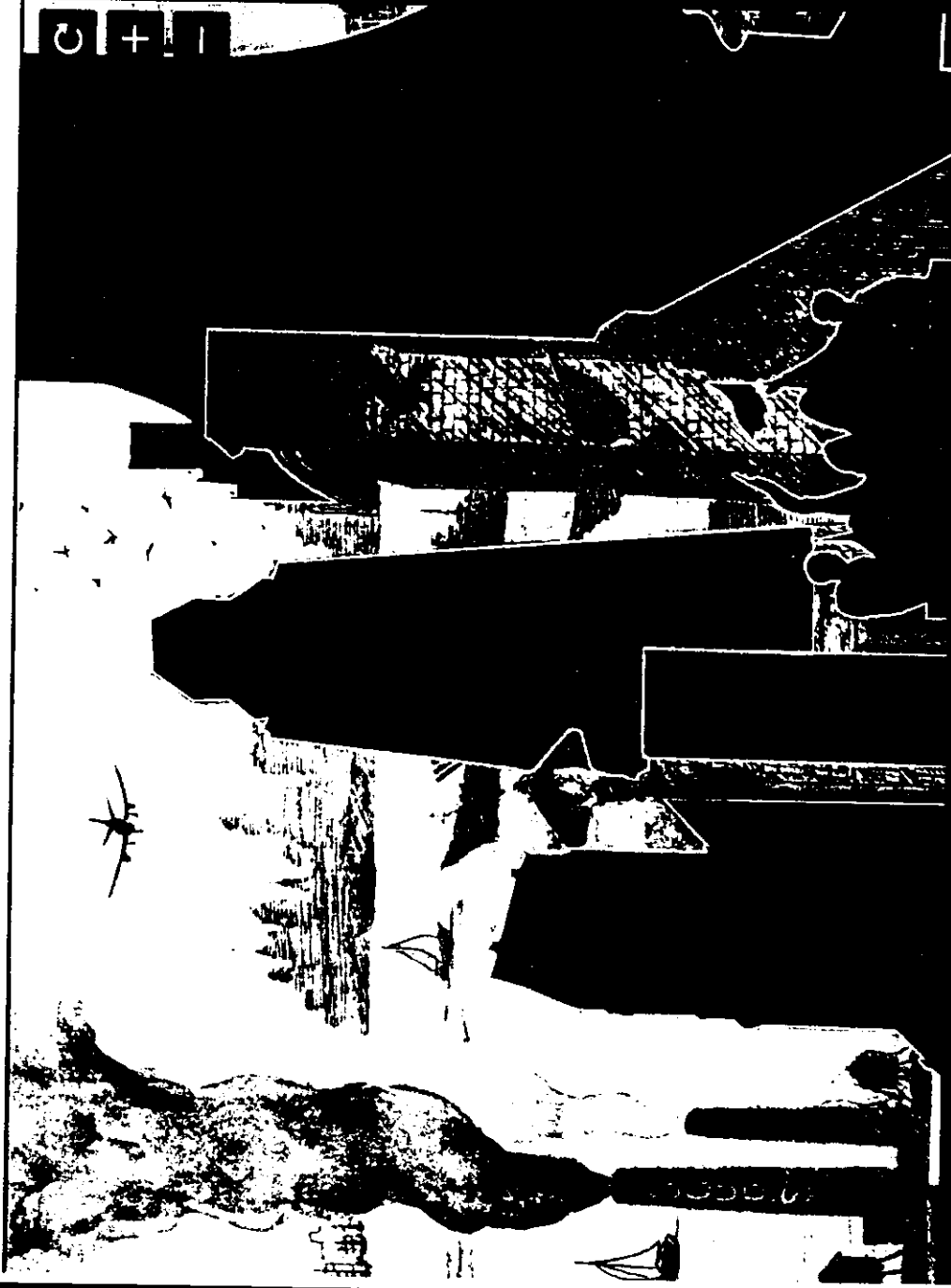
Special thanks to Camden County Cultural & Heritage Commission at Camden County College.

Location: 343 Kings Highway East, Haddonfield NJ

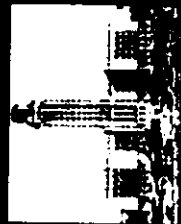
15

Hide ▼

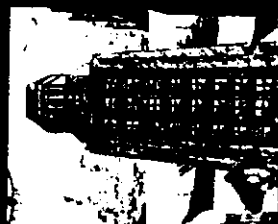




Camden City Hall



Located at 520 Market Street, Camden City Hall is a civic landmark and government hub. The tallest building in the city, it is jointly owned by the City of Camden and Camden County. The structure is built in a restrained Art



Deco style and made of light gray granite. It has a six-story high base and a 371-foot tall, 18-floor slender tower at its center. Construction of City Hall Camden began in 1929 and was completed in 1931. It was designed by

Camden architects Alfred Green and Byron Edwards. Their firm, Green and Edwards, built other notable New Jersey and Camden buildings, including the

Chalcar Apartments at 218-222 Cooper Street in the Cooper Street Historic District and the Cape May County Courthouse and Jail. Today over 300,000 people use this handsome building each year.

Hide ▾



Camden and Amboy Railroad

Show ▴

◀ Home

Español

Newsletter

Credits

NIGHT KITCHEN INTERACTIVE

INTERACTIVE TOUCHSCREEN KIOSK YEAR 2

City of Camden

Translation Development and Integration Proposal

Version 3.0
April 29, 2022

Primary Contact

Night Kitchen Interactive
Matthew Fisher, Principal
526 E Girard Ave
Philadelphia, PA 19125
matthew@whatscookin.com
215.629.9962 x102

*Funds Covered
by
Grant*

PROJECT UNDERSTANDING

The City of Camden (CoC) seeks a digital media vendor to integrate Spanish language translations of all phase 1 and phase 2 content (143 pop up text content) and on-screen text from English to Spanish for both the Kiosk and website previously funded through the Phase Two: NJHT and Second Open Space Grant scope of work being completed in 2022.

SOLUTION

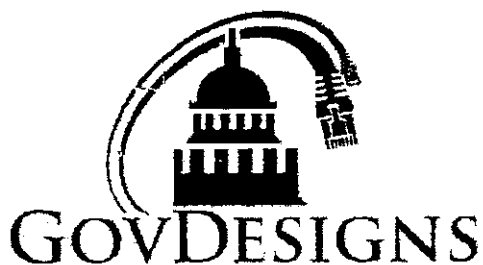
Once all phase 1 and phase 2 content is translated, Night Kitchen will develop and implement a database to support translated content in both the kiosk and web versions. Night Kitchen will upload the translated content to both versions and perform quality assurance on both versions. Night Kitchen will then deploy the new content to both the kiosk and web platforms with a final round of quality assurance.

BUDGET

Components	Cost
Project Services	
Project Management	\$2,000
Subtotal Project Services	\$2,000
Design & Development	
UX / UI Design	\$1,000
Content Management & Integration	\$5,500
Functional Development	\$4,000
Web Integration	\$1,000
Quality Assurance	\$500
Installation	\$1,000
Subtotal Design & Development	\$13,000
Total	\$15,000

GENERAL ASSUMPTIONS

- CoC will assign a project liaison who will manage internal reviews and deliver a single approved revision document and sign-offs to NK for each deliverable.
- HC and CoC will be responsible for providing all text content, photography, and video in the agreed-upon digital format for use in the applications.
- This proposal does not include the implementation of a content management system for managing content. To help maximize the amount of time and budget available for the experience, the content will be coded into the system directly.
- Design and installation of supporting physical components of the interactive (e.g. the digital screen housing, or onsite exhibit signage) is not included within the scope of this proposal.
- Hardware costs are estimated and will be determined in consultation with CoC.
- NK will provide bug fixes and corrections within the scope of the Statement of Work for 60 calendar days after launch.



QUOTE

sales@GovDesigns.com

GovDesigns

10 Arrowwood Drive
Sicklerville, New Jersey 08081
United States

609-878-8098

www.GovDesigns.com

BILL TO
City of Camden
520 Market Street
Camden, New Jersey 08101
United States

Estimate Number: 041722_NK

P.O./S.O. Number: CityOfCamden_Night
Kitchen

Estimate Date: April 17, 2022

Expires On: June 1, 2022

Grand Total (USD): \$5,000.00

Product/Service	Quantity	Price	Amount
Night Kitchen Hosting *3-Year Subscription*	1	\$5,000.00	\$5,000.00

GovDesigns will work with The City of Camden and their vendor, Night Kitchen for hosting of their online application.

GovDesigns will provide updates only to the Linux OS server and will not maintain code or the application for Night Kitchen.

Night Kitchen is responsible for the migration of their project from their staging servers to the production server.

Hosting specs to cover Spanish and English version NightKitchen sites.

Server Specs

Server OS: Linux
Memory: 4GB
Hard Disk: 80GB
CPUS: 2
Uptime: 99.99%
cPanel: 1 License
Daily Backups: Yes, up to 80GB
DDOS Protection: Yes

*Funds covered
by grant
1st 3 yrs*

FINAL for City Council

10-3-22

Rohrer Grant application PNC Charitable Foundation

*Legal Name / Doing
Business As Name
(?)

City of Camden

*Street Address

City Hall Room

*City

Camden

*State

New Jersey

*Zip

08101

*Payment Address
the Same? Is your organization address, as above, the same as the payment address to which checks
should be mailed in the event your request is approved?

Yes

Organization
Payment Street
Address Please enter the payment address of the organization as it should appear on the check.

520 Market Str

Organization
Payment
City/State/Zip Please enter the payment City/State/Zip Code of the organization as it should appear on the
check.

Camden NJ 08

*Website Address

www.ci.Camden

*Year Founded

1828

*Organization
Mission

Text area for Organization Mission statement.

(2000 character maximum)

The City of Camden does not have a mission statement. Their vision for their city, which comes from their website, is: To transform Camden into a city that is linked to its people by responsive service systems, state of the art technology, and accountable decision-making processes. Effectively, efficiently, and equitably

Payee (Attention to:): Please provide the name of the contact person to whom checks should be mailed in the event your request is approved. (Max: 30 Characters)

Patrice Bassett

*Highest Ranking Officers
(?)

List the **full first, full middle and full last** names of your **CEO / Executive Director** (i.e., the highest-ranking executive / officer of the organization) and **CFO / Controller** (i.e., the highest-ranking executive / officer in charge of the Finance function of the organization). Please only input these **TWO** names.

NOTE: FULL FIRST NAMES, FULL MIDDLE NAMES AND FULL LAST NAMES OF THESE OFFICERS MUST BE TYPED INTO THE FIELD IMMEDIATELY BELOW IN ORDER TO BE ELIGIBLE FOR CONSIDERATION. PLEASE DO NOT INCLUDE TITLES --- NAMES ONLY.

*Add one full name at a time, then click **Add to List** after each entry (e.g., Justin Charles Smith (then click **Add to List**), Ashley Kathleen Johnson (then click **Add to List**), etc.)*

Did this for Mayor and Treasurer

*Board of Directors File

Please upload a file listing your officers and board of directors, including all relevant affiliations, such as their current or past employment. Please do not include personal contact information for Board members.

***Must be in a PDF format** Uploaded on PNC web site

Current Operating Budget

Please provide the annual operating budget total for the organization, NOT that for the program/project for which you are applying.

113,183,375.74

Current Programs and/or
Activities

Please provide a list of all of the organization's current programs and/or activities.

	▲
	▼

(2000 character maximum) 1996 here

The City of Camden Archives and Records Office is the primary sponsor and fundraiser for the Heritage Tourism Interactive Touch Screen Kiosk. This is the first time that the Records Office has initiated any kind of history outreach project.

The kiosk consists of three 42" HD video touchscreen monitors

mounted side by side in portrait orientation on the wall between the first-floor elevator and the café in Camden City Hall. This is a very large screen, almost eight feet wide. It was inaugurated on August 9, 2021, at a press conference and proved highly popular with the 300,000 people who visited City Hall Camden last year.

Our major partner on this project is the Camden County History Alliance, a group of 51 history organizations and historic sites that raise awareness, seek funds, and undertake joint history projects. The Records Office is an active member of the Alliance. The Alliance is housed at the Camden County Historical Society. The 51 Alliance partner organizations will be included on the kiosk in late 2022.

The Camden County History Alliance organizes the annual Camden County History Month each October, where the sites and organizations are open for tours and activities for the public, most of which are free. In 2022, History Month is in its fourth year (2020 was cancelled due to the COVID-19 pandemic).

The Camden County Historical Society has received a \$150,000 American Battlefield Protection Program grant that has been matched with \$150,000 in Camden County grants for an American Revolution Heritage Tourism Trail in Camden County, NJ. Thirty-three (33) wayfinding signs and the same number of Travel Storys Mobile Audio App narratives will be created to highlight important historic places related to the American Revolution in Camden County. Our partner, the Historical Society, is permitting us to use information they developed about the 33 Revolutionary War Battle and Skirmish sites in Camden County for our kiosk in late 2022.

Accomplishments Please provide any relevant recognition your organization has received.



(2000 character maximum) 418 here

The Camden County History Alliance, of which the Records Office of City Hall Camden is a partner, received the 2019 Grand Jury Award from the Preservation Alliance for Greater Philadelphia for the first Camden County History Week event held in October 2018. This is the most prestigious regional award given for history and heritage organizations in the Philadelphia region.

We expect to nominate the Heritage Tourism Interactive Touch Screen Kiosk for a similar award in 2023 upon completion.

*Annual Operating Budget File *Must be in a PDF format ATTACHED TO PNC WEB SITE

*Audited Financial Statements and Form 990 Please upload your most recent Audited Financial Statements AND your most recent Form 990. When uploading more than one document, please upload one at a time. If your organization does not have Audited Financial Statements, your Form 990 will suffice.

*Must be in a PDF format ATTACHED TO PNC WEB SITE

Grant Details

* indicates required field

*Total Project Cost Must match Total Revenue on the Project Budget attachment.

\$155,000

*Committed Project Funding to Date Must match Total of the Committed Funds on the Project Budget attachment.

\$135,000

*Amount requested in proposal 5,000

*If the full requested amount is not granted, can the project/program move forward

No

Let's discuss please

*Project Start Date

2021

If we

*Project End Date

2023

*Project Title

It is suggested that you include the name of the trust in the name of your Project Title.

(Ex. Afterschool Program 2013 - ABC Trust)

Rohrer Foundat

*Please explain your program/project in 250 characters or less.

Text area for project explanation with a character count indicator.

(250 character maximum) 243 here

The Heritage Tourism Touch Screen Kiosk Rohrer Foundation will translate all of the history content on the kiosk and the kiosk section of the city website into Spanish. 42% of City of Camden and 12% Camden County residents speak Spanish at home.

How many individuals will be impacted by your project?

Please be specific in terms of geographic area and scope.

(500 character maximum)
486 characters here.

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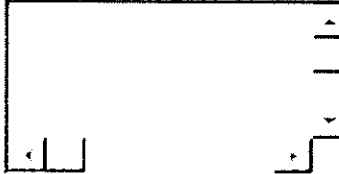
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Verification, Certification, and Signature

* indicates required field

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*In the past ten (10) years, has the entity been party to any resolved, pending, or threatened legal proceeding or any type of litigation?

*Certification of tax-exempt status I certify to the best of my knowledge that the tax-exempt status of this organization remains in effect.

☒ I certify

*Authorized Electronic Signature By typing your name, or the name of an authorized person, you are "signing" an electronic document, in this case an online grant application. You certify that the information contained in this online grant application is true and correct. By signing this electronic grant application on behalf of the applicant, you are agreeing on behalf of the applicant that if the applicant is awarded a grant, it will comply with the PNC Charitable Trusts standard grant terms and conditions. This is the electronic version of your signature and legally binding.

CAMDEN HISTORY

Explore the History of the City of Camden

Map

Explore ▶



Mural

Explore ▶



Barelay Farmstead Museum

1

Show ▶



Battleship New Jersey Museum and Memorial

2

Show ▶



Burrough Tower House

3

Show ▶



Camden County Historical Society,
Pomona Hall

4

Show ▶



Camden Shipyard and Maritime
Museum

5

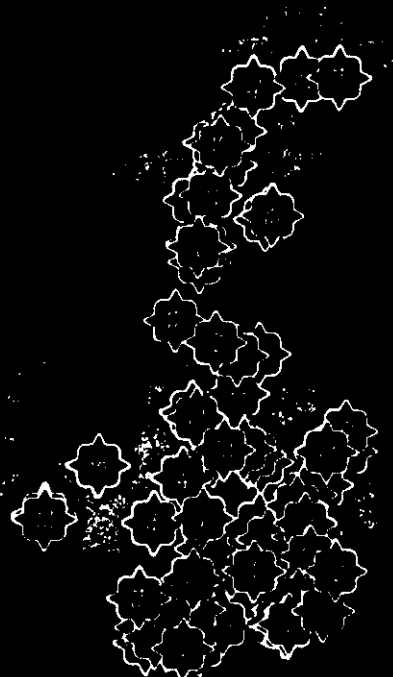
Show ▶



Champion School

6

Show ▶





1969 and 1971 Camden Riots

Show ▶

Barbara J. Ingram

Show ▶

Partieship New Jersey Museum & Memorial

Show ▶

Camden City Hall

Show ▶

Camden and Amboy Railroad

Show ▶

Campbell's Soup Company

Show ▶

Camden



Historical Society of Haddonfield



The Historical Society of Haddonfield was founded in 1914 by residents who had become intrigued at the birth of the town. Haddonfield had been a center of commerce and industry since the early 18th century, and its growth had led to the establishment of the Historical Society of Haddonfield. The society's mission is to preserve and promote the history of Haddonfield and its surrounding area.

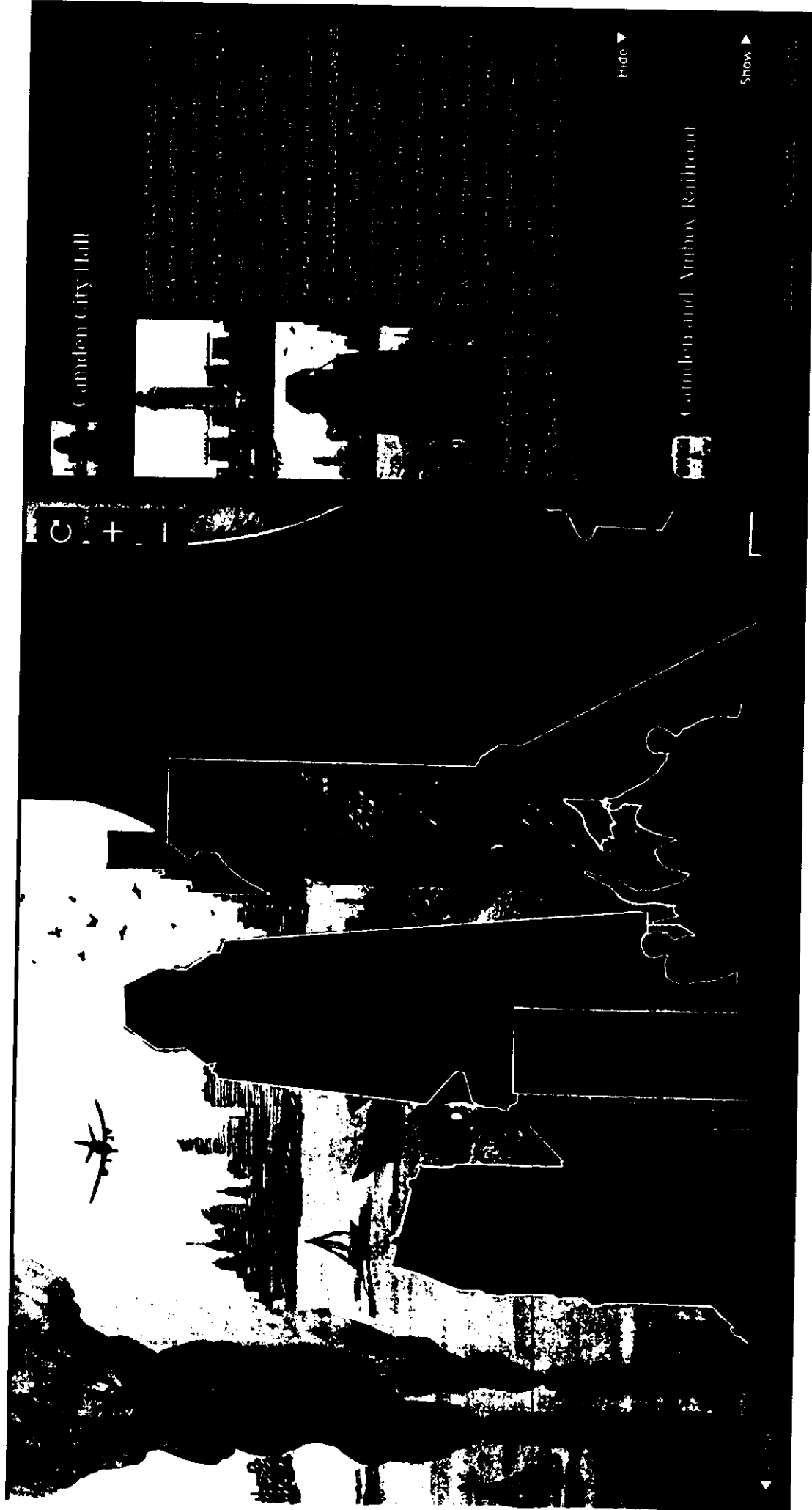
The Historical Society of Haddonfield is a non-profit organization that is dedicated to the preservation and promotion of the history of Haddonfield and its surrounding area. The society's mission is to preserve and promote the history of Haddonfield and its surrounding area. The society's mission is to preserve and promote the history of Haddonfield and its surrounding area.

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Camden City Hall



Hide ▼

Show ▲

Camden and Amboy Railroad



DB:dh
10-25-22

12-11

**RESOLUTION CERTIFYING COMPLIANCE WITH REGULATIONS OF THE LOCAL
FINANCE BOARD OF THE STATE OF NEW JERSEY, THE GOVERNING BODY OF
THE CITY OF CAMDEN CERTIFICATION OF THE ANNUAL AUDIT**

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2021 has been filed by a Registered Municipal Accountant with the City of Camden pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Findings and Questioned Costs" or Findings and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Findings and Questioned Costs" or Findings and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW THEREFORE, BE IT RESOLVED, that the Municipal Clerk of the City of Camden, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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

Date: October 25, 2022

The above has been reviewed
and approved as to form.

A handwritten signature in black ink, appearing to be 'D. Blackburn', written over a horizontal line.

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: October 25, 2022

TO: Timothy Cunningham, Business Administrator

FROM: Gerald C. Seneski, Director of Finance

Department Making Request: Finance Department

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION ACCEPTING ~~CORRECTIVE ACTION PLAN~~ FOR THE 2021 ANNUAL MUNICIPAL AUDIT

BRIEF DESCRIPTION OF ACTION: RESOLUTION CERTIFYING COMPLIANCE WITH REGULATIONS OF THE LOCAL FINANCE BOARD OF THE STATE OF NEW JERSEY

BIDDING PROCESS:

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

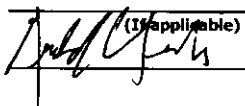

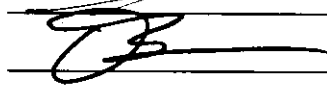
APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*

☐

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

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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	10/13/22	 <i>(If applicable)</i>
<input type="checkbox"/> CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	10/19/22	
Received by City Attorney:	10/15/22	

	<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By:	Gerald C. Seneski	x 7582
Contact Person:	Gerald C. Seneski	x7582

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

**RESOLUTION CERTIFYING COMPLIANCE WITH REGULATIONS OF
THE LOCAL FINANCE BOARD OF THE STATE OF NEW JERSEY
(GOVERNING BODY CERTIFICATION OF THE 2021 AUDIT)**

WHEREAS, NJSA 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2021 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to NJSA 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, RS 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated NJAC 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations, and

WHEREAS, the members of the governing body have personally reviewed the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to NJAC 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Camden, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

Passed and adopted at a special meeting of the City Council of the City of Camden, held at City Hall, 520 Market Street, in the City of Camden, New Jersey, on October ____, 2022 at 5:00 PM Prevailing Time.

DB:dh
10-25-22

8-12

**RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE
CALENDAR YEAR 2021 MUNICIPAL AUDIT**

WHEREAS, the Director of the Division of Local Government Services has formally directed all municipalities to adopt a Corrective Action Plan as part of their annual municipal audit process; and

WHEREAS, this Corrective Plan shall be submitted to the Director of Local Government Services upon adoption by the City Council of the City of Camden and shall be kept on file with the Municipal Clerk's Office; and

WHEREAS, the Corrective Action Plan shall cover all audit findings and recommendations, and be prepared in accordance with Local Finance Notice CFO-97-16; and

WHEREAS, the Finance Director / Chief Financial Officer has prepared a corrective action plan with regard to the 2021 Audit; and

WHEREAS, said corrective action plan addresses each issue raised by the Auditor in the 2021 Audit, now, therefore

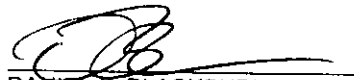
BE IT RESOLVED, by the City Council of the City of Camden that it hereby approves and accepts the attached Corrective Action Plan for the CY 2021 Annual Municipal Audit, dated December 31, 2021, which is incorporated by reference thereto as if fully set forth herein.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution and the Corrective Action Plan for the CY 2021 Annual Municipal Audit shall be filed with the Division of Local Government Services and the Municipal Clerk's Office.

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

Date: October 25, 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 Cunningham, Business Administrator

FROM: Gerald C. Seneski, Director of Finance

Department Making Request: Finance Department

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE 2021 AUDIT

BRIEF DESCRIPTION OF ACTION: CORRECTIVE ACTION PLAN ADDRESSES EACH ISSUE RAISED BY THE AUDITOR IN THE 2021 AUDIT

BIDDING PROCESS:

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

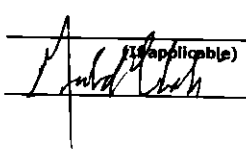

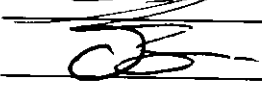
APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*



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

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

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	10/13/22	(If applicable) 
<input type="checkbox"/> CAF - Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	10/19/22	
Received by City Attorney:	10/21/22	

(Name) Please Print

(Extension #)

Prepared By: _____ Gerald C. Seneski _____ x 7582

Contact Person: _____ Gerald C. Seneski _____ x7582

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

RESOLUTION #
APPROVING THE CORRECTIVE ACTION PLAN FOR THE 2021 AUDIT

WHEREAS, the Finance Director / Chief Financial Officer has prepared a corrective action plan with regard to the 2021 Audit; and

WHEREAS, said corrective action plan addresses each issue raised by the Auditor in the 2021 Audit, by implementing appropriate corrective action:

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Camden, as follows:

1. That the Corrective Action Plan for the Report of Audit 2021 be and hereby is adopted in the form on file with the Clerk.
2. That the Clerk shall file a certified copy of this Resolution along with the Corrective Action Plan with the State of New Jersey, Division of Local Government.

CITY OF CAMDEN
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section 1- Summary of Auditor's Results

CITY OF CAMDEN
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section 2 - Schedule of Financial Statement Findings

This section identifies the significant deficiencies, material weaknesses, fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements related to the financial statements for which *Government Auditing Standards* and audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, requires.

Finding No. 2021-001

Criteria or Specific Requirement

In accordance with maintaining an internal control environment that is effective in the prevention and / or identification of potential financial statement misstatements and / or misclassifications, the City should review, in a timely manner, balances contained in the general ledgers for the proper recording and / or disposition of balances.

Condition

During our examination of the City's general ledgers and subsidiary records of the various funds, the following were noted: (1) in the City's federal and state grant fund, there exists several aged unexpended grant appropriated reserve balances and aged receivable balances, along with awards that have grant periods that have ended; (2) reserves in the City's trust - other funds were not supported by analyses detailing the composition of the year-end balances held in trust, and several other reserves had limited or no apparent activity during the year; (3) the subsidiary ledgers for the improvement authorizations, appropriated federal and state grant awards and related accounts receivable did not agree to the balances in the City's general ledgers; (4) in the City's general capital fund, there exists several aged unexpended improvement authorization balances; (5) several general ledgers were not in balance; (6) several interfund balances were not reconciled to one another and liquidated; and (7) the beginning balances in the City's general ledgers did not agree to the audit balances of the prior six month period ended December 31, 2020.

Context

- Several aged unexpended grant appropriated reserve balances (\$4,111,784.20) and aged receivable balances (\$1,997,807.15) dated back to fiscal year 2000 through fiscal year 2017;
- reserves not supported by analyses for reserve for developers' escrow fees (\$1,383,686.95), premium on tax sale (\$6,029,200.00), redemption of tax title lien certificates (\$803,971.55), and police outside employment (\$1,099,539.32); miscellaneous trust reserves in the amount of \$722,503.21 should be reviewed for proper disposition as they had limited or no activity;
- variances of \$7,850,124.88, \$26,560,195.94, and \$10,245,644.80 exist when comparing the subsidiary ledgers for the improvement authorizations in the City's general capital fund, water utility capital fund, and sewer utility capital fund, respectively, and variances of \$19,870,916.58 and \$2,611,901.55 exist when comparing the subsidiary ledgers for appropriated and accounts receivable, respectively, for federal and state awards, to the balances in the City's general ledgers;
- several aged unexpended improvement authorization balances (\$743,620.21) dated back to fiscal year 2001 through fiscal year 2015;
- the general ledgers of all funds were not in balance;
- interfund activity amongst the various funds did not agree to one another;
- an operating deficit in the current fund was recorded in the amount of \$2,576,231.78; and
- beginning balances did not agree to the audit balances of the prior six month period for several accounts.

CITY OF CAMDEN
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section 2 - Schedule of Financial Statement Findings (Cont'd)

Finding No. 2021-001 (Cont'd)

Effect or Potential Effect

Potential errors, irregularities, and factors which could have a negative impact on the City's financial position could develop and not be detected in a timely manner to enable the City to institute prompt corrective actions.

Cause

The City did not reconcile, review, and monitor all such transactions and balances during the year.

Recommendation

That the City reconcile, review, and monitor, at the end of each month, balances contained in the general ledgers and subsidiary reports to ensure that potential errors, irregularities, and factors which could have a negative impact on the City's financial position are detected and adjusted in a timely manner.

View of Responsible Officials and Planned Corrective Action

The responsible officials agree with the finding and will address the matter as part of their corrective action plan.

Corrective Action

The CFO is in the process of reconstructing the books of the City. The Edmunds Financial Software System has never been properly configured (since its installation in the mid 1990's). Budget and Revenue accounts are not mapped to proper General Ledger accounts which causes imbalances between funds. Cash reconciliations tie to GL Cash Balances but the cash activity cannot be traced without extensive analysis of transactions. This will be resolved. As an integral part of balancing the books, detailed subsidiary ledgers will be reconciled, dormant old accounts will be purged and where appropriate certain GL balances that are no longer necessary will be canceled. Once the books are in balance all inter-funds will be liquidated. The CFO will be solely responsible to make this happen. After the reconstruction of the City books is complete the CFO will turn over this responsibility to the Assistant Director. The Assistant Director, with guidance from the CFO, will then reconcile the GL with supporting reports monthly and will prepare quarterly Financial Statements. Preparing quarterly Financial Statements includes actually looking at transactions and balances to evaluate trends and balances and to assure that all entries have been posted.

CITY OF CAMDEN
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section 2 - Schedule of Financial Statement Findings (Cont'd)

Finding No. 2021-002

Criteria or Specific Requirement

In accordance with requirements promulgated by the State of New Jersey, Division of Local Government Services, capital ordinances with cash deficits in excess of five years old should be financed by the issuance of bonds and / or notes, or be funded by a budget appropriation.

Condition

At December 31, 2021, there exist ordinances in the City's general capital fund, water utility capital fund, and sewer utility capital fund with cash deficits in excess of five years old.

Context

There exist cash deficits in excess of five years old in the amounts of \$1,395,365.82, \$2,262,085.32, and \$253,590.70 in the City's general capital fund, water utility capital fund, and sewer utility capital fund, respectively.

Effect or Potential Effect

By not providing timely funding for capital ordinances, the City could experience difficulties with cash flow as a result of cash being utilized from other sources to pay for capital expenditures.

Cause

The City has not provided the necessary funding within five years of the date in which such capital ordinances were adopted.

Recommendation

That the City seek the necessary funding, either through the issuance of bonds, notes, or budget appropriation, for capital ordinances with cash deficits in excess of five years old.

View of Responsible Officials and Planned Corrective Action

The responsible officials agree with the finding and will address the matter as part of their corrective action plan.

Corrective Action

The CFO is aware of this issue and will recommend funding these ordinances in the 2023 budget. As noted on the Corrective Action above, there are significant inter-funds that must be liquidated. The NJ Statutory Basis of Accounting requires that inter-fund receivables be set aside from surplus as a reserve. As such, liquidating these inter-funds will create Surplus that will then be pledged against the unfunded capital project cash deficits in the 2023 Budgets for the Current Operating, Water and Sewer Funds.

CITY OF CAMDEN
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section 2 - Schedule of Financial Statement Findings (Cont'd)

Finding No. 2021-003

Criteria or Specific Requirement

In accordance with maintaining an internal control environment that is effective in the prevention and / or identification of potential financial statement misstatements and / or misclassifications, the City should review and verify, on a timely (monthly) basis, that the general ledger includes all receipt and disbursement activity, and that the activity is reconciled to bank statements; and that all bank accounts are reconciled monthly and such reconciliations verified to the cash balances recorded in the applicable funds' general ledger.

Condition

During our examination of the City's general ledgers and bank reconciliations as of December 31, 2021, the following was noted: (1) two of the bank accounts were not reconciled timely and / or the receipt and disbursement activity per the monthly bank accounts was not reconciled to the postings in the City's general ledgers; and (2) several of the bank reconciliation balances did not agree to the applicable cash balances in the general ledgers.

Context

Unknown cash activity recorded in the amounts of \$9,187,868.44, \$304,126.35 and \$208,800.42 in the current fund, water utility operating fund and sewer utility operating fund, respectively.

Effect or Potential Effect

Potential errors, irregularities, and factors which would have a negative impact on the City's financial position could develop and not be detected in a timely manner to enable the City to institute corrective actions. The unknown cash activity recorded to the current fund, water utility operating fund and sewer utility operating fund during the year ended December 31, 2021 was not able to be substantively verified.

Cause

The City did not reconcile to subsidiary reports and bank statements, review and adjust, and monitor all such transactions and balances during the year.

Recommendation

That the City reconcile, on a monthly basis, all bank accounts and verify that the reconciliation balances agree to the applicable cash balances in the general ledgers, that the general ledgers include all receipt and disbursement activity reported on the City's bank statements, and be reconciled, on a monthly basis, to subsidiary reports and bank statements.

View of Responsible Officials and Planned Corrective Action

The responsible officials agree with the finding and will address the matter as part of their corrective action plan.

Corrective Action

The CFO is in the process of reconstructing the books of the City, as noted in item #1 above. Steps have been taken to do monthly reconciliations of bank accounts to the GL. One problem identified is the post-dating of transactions. The impact of not dating a transaction posting on the date of the event will be emphasized with staff, by the CFO through the Tax Collector. The process will be simplified by greatly reducing the number of bank accounts and properly coordinating same with GL needs. A monthly Cash report itemizing cash accounts, GL account balances and reconciliation of the two, will be prepared and submitted to the CFO, monthly.

CITY OF CAMDEN
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section 2 - Schedule of Financial Statement Findings (Cont'd)

Finding No. 2021-004

Criteria or Specific Requirement

Pursuant to N.J.A.C. 5:30-6.1, uniform accounting system for local units, the *Requirements of Audit* have been promulgated to govern the accounting basis for municipalities. In addition, pursuant to N.J.A.C. 5:30-5.7, all local units must maintain a general ledger accounting system that provides for the immediate and current identification of its assets, liabilities, revenues, expenditures, and fund balance. The general ledger together with the books of original entry, and supporting subsidiary ledgers, constitute a complete accounting system.

Condition

In its general ledger, the City did not record all related consumer accounts receivable transactions. In addition, the City does not have policies and procedures in place to review and reconcile the monthly and year-to-date reporting data provided by the third-party service organization to its general ledger. Lastly, interest billings are included in several customer account balances as of December 31, 2021.

Context

The transactions not recorded in the general ledger consisted of the following: consumer rents, related lien transactions / prepaid / overpayment transactions, and other various adjustments. In addition, the City does not have policies and procedures in place to review and reconcile the monthly and year-to-date reporting data provided by the third-party service organization. Consequently, there was immaterial unknown activity recorded in the financial statements for water and sewer cancellations in the amounts of \$58,947.36 and \$56,992.21, respectively. The projected amount of interest billings included in the balance of consumer accounts receivable is \$289,273.71.

Effect or Potential Effect

The City is not in compliance with rules and regulations as mandated by State administrative codes governing the general ledger accounting system. The financial statements are not prepared in accordance with the *Requirements of Audit*.

Cause

The City does not have policies and procedures in place to review and reconcile the monthly and year-to-date reporting data provided by the third-party service organization to the City's general ledgers. The third-party service organization reported interest in several customer account balances.

Recommendation

That the City establish policies and procedures to ensure that all water and sewer utility transactions administered by the third-party service organization are accurately recorded, that such transactions be reflected in the City's general ledger to ensure proper financial statement presentation, and that the financial statements be prepared in accordance with the *Requirements of Audit*.

View of Responsible Officials and Planned Corrective Action

The responsible officials agree with the finding and will address the matter as part of their corrective action plan.

Corrective Action

Monthly reports of Taxes, Water and Sewer Receivables will be filed to the CFO by the Tax Collector and by American Water. These reports will identify billings, cancelations and balances with detail needed to post same to the GL. The Assistant Director will make appropriate entries from these reports as part of his monthly GL review process.

CITY OF CAMDEN
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section 2 - Schedule of Financial Statement Findings (Cont'd)

Finding No. 2021-005

Criteria or Specific Requirement

Pursuant to N.J.A.C. 5:30-6.1, uniform accounting system for local units, the *Requirements of Audit* have been promulgated to govern the accounting basis for municipalities. In addition, pursuant to N.J.A.C. 5:30-5.7, all local units must maintain a general ledger accounting system that provides for the immediate and current identification of its assets, liabilities, revenues, expenditures, and fund balance. The general ledger together with the books of original entry, and supporting subsidiary ledgers, constitute a complete accounting system.

Condition

In its general ledger, the City did not record all related tax transactions related to the balances of taxes receivable, tax title liens receivable, special assessments receivable, and property acquired for taxes (foreclosed properties). Also, there is activity being backdated in the accounting system for tax title liens and special assessments.

Context

\$200,314.72 of tax title liens cancellations and \$37,729.86 of special assessment cancellations were unable to be substantively verified due to such amounts being backdated in the accounting system.

Effect or Potential Effect

The City is not in compliance with rules and regulations as mandated by State administrative codes governing the general ledger accounting system.

Cause

The City does not have policies and procedures in place to ensure, on a monthly basis, that all tax related transactions are being recorded in the general ledger and reconciled to the reporting of the tax office.

Recommendation

That the City establish policies and procedures to ensure that all tax transactions are accurately recorded and that such transactions be reflected in the City's general ledger to ensure proper financial statement presentation.

View of Responsible Officials and Planned Corrective Action

The responsible officials agree with the finding and will address the matter as part of their corrective action plan.

Corrective Action

Essentially, Corrective Action for item 4 above, applies also to this comment. I will add though to this response that activity from the Tax Collector and American Water reports will be subject to internal Audit as part of the City's review and posting. Questions will be made by the CFO and Assistant Director to the extent necessary to be satisfied with the information provided on each report. An example could be, provide me a detail of cancellation transactions for my review. The impact of post-dating transactions was addressed above in item 3. Those who prepare these monthly reports from the City or from American Water should naturally be more conscious of the accuracy of their work product. Without a reporting requirement implies that there is no need to review transactions, a bad assumption.

CITY OF CAMDEN
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section 2 - Schedule of Financial Statement Findings (Cont'd)

Finding No. 2021-006

Criteria or Specific Requirement

For sound financial reporting, internal controls should be established to timely review outstanding purchase orders for proper disposition.

Condition

The City did not have internal control procedures in place for the timely review of outstanding purchase orders in order to determine proper disposition.

Context

Four open purchase orders tested totaling \$147,590.61, were recorded as a liability at December 31, 2021 but should have been canceled prior to the end of the year.

Effect or Potential Effect

Weakening of internal controls over financial reporting.

Cause

Client oversight.

Recommendation

That the City establishes and implements internal control procedures for the timely review of outstanding purchase orders to determine proper disposition.

View of Responsible Officials and Planned Corrective Action

The responsible officials agree with the finding and will address the matter as part of their corrective action plan.

Corrective Action

Naturally, routine review of transactions and balances will include a review of open Purchase Orders to expedite payment or cancel, if necessary. Vendors must be paid timely for several reasons; practical, statutory and simply the right thing to do. The Assistant Director and/or CFO will communicate with appropriate department staff as necessary to assure prompt payment.

CITY OF CAMDEN
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section 2 - Schedule of Financial Statement Findings (Cont'd)

Finding No. 2021-007

Criteria or Specific Requirement

In accordance with maintaining an internal control environment that is effective in the prevention and / or identification of potential financial statement misstatement and / or misclassification, the City should review, in a timely manner, balances contained in the general ledgers for the proper and accurate recording.

Condition

The U.S. Department of Housing and Urban Development program receivable balances were not reconciled to the applicable reserves on a monthly basis. In addition, the various grant amounts awarded to the City during the year ended December 31, 2021 were not recorded in the general ledger. Lastly, the subsidiary ledger for the various reserve balances did not agree to the balances in the City's general ledger.

Context

- Unexplained variances when comparing the receivable balances to the related reserve balances were \$80,538.35;
- unrecorded grant awards in the general ledger totaling \$8,767,895.00; and
- unexplained variances when comparing reserve balances per subsidiary ledgers to those balances recorded in the general ledger were \$6,317,661.19.

Effect or Potential Effect

Potential errors, irregularities, and factors which could have a negative impact on the City's financial position could develop and not be detected in a timely manner to enable the City to institute prompt corrective actions.

Cause

The City does not have policies and procedures in place to ensure, on a monthly basis, that all grant related transactions are being recorded in the general ledger and reconciled to the reporting of the City's grant administration.

Recommendation

That the City establish policies and procedures to ensure that all grant related transactions are accurately recorded in the City's general ledger and reconciled to the reporting of the City's grant administration.

View of Responsible Officials and Planned Corrective Action

The responsible officials agree with the finding and will address the matter as part of their corrective action plan.

Corrective Action

This comment specifically calls out the CDBG Trust Fund as an area in need of reconstruction. As such, I am limiting my response here to, see above. I agree completely with this comment and understand the separate comment. As a matter of simplicity, my response is that the issue here will be addressed as we fix all items cited above.

CITY OF CAMDEN
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section 2 - Schedule of Financial Statement Findings (Cont'd)

Finding No. 2021-008

Criteria or Specific Requirement

In accordance with the Urban and Rural Centers Unsafe Buildings Demolition Bond Act (P.L. 1997, Chapter 125), the City is required to pay annual debt service on outstanding loans as required by executed debt service agreements.

Condition

The debt service requirement due during the year for two of the Urban and Rural Centers Unsafe Buildings Demolition loans were not paid timely by the City.

Context

Principle payments in the amount of \$250,000.00 were not paid timely.

Effect or Potential Effect

Noncompliance of the Urban and Rural Centers Unsafe Buildings Demolition Bond Act (P.L. 1997, Chapter 125) and related executed debt service agreement.

Cause

Client oversight.

Recommendation

That the City ensure that all required annual debt service payments are made timely in accordance with executed debt service agreements.

View of Responsible Officials and Planned Corrective Action

The responsible officials agree with the finding and will address the matter as part of their corrective action plan.

Corrective Action

Upon establishing the initial temporary budget for 2023 (and all years thereafter), the appropriation for debt will be established for the full annual amount. At that time a Purchase Order will be created for each debt payment and placed on a calendar for timely payment. A file containing the debt purchase orders will be reviewed at the beginning of each month for the purpose of scheduling payment.

CITY OF CAMDEN
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section 2 - Schedule of Financial Statement Findings (Cont'd)

Finding No. 2021-009

Criteria or Specific Requirement

In accordance with maintaining an internal control environment that is effective in the prevention and / or identification of potential financial statement misstatement and / or misclassification, the City should review, in a timely manner, accounting records maintained for the calculation of the balance of compensated absences.

Condition

The City provided several versions of the compensated absences listing due to errors in the calculations used. In addition, some of the balances tested did not agree to the source documentation provided.

Context

The compensated absence listing included misstated balances in the amount of \$1,084,651.76.

Effect or Potential Effect

Potential errors, irregularities, and factors which could have a negative impact on the City's financial position could develop and not be detected in a timely manner to enable the City to institute prompt corrective actions.

Cause

The City does not have policies and procedures in place to ensure, on a monthly basis, that the accumulation and tracking of compensated absences balances are calculated properly.

Recommendation

That the City establish and implement internal control procedures to ensure that the compensated absences listing is accurately calculated.

View of Responsible Officials and Planned Corrective Action

The responsible officials agree with the finding and will address the matter as part of their corrective action plan.

Corrective Action

This has been resolved within the Treasurer's Office. The challenge is determining the year-end balance of sick and vacation time and applying same through a formula calculation. Timing and communication is the solution. Year-end must be complete with all time taken by all employees in the prior year posted into the payroll system.

CITY OF CAMDEN
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section 3 - Schedule of Federal Award Findings and Questioned Costs

This section identifies the significant deficiencies, material weaknesses, material instances of noncompliance, including questioned costs, and significant instances of abuse related to the audit of major Federal programs, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Finding No. 2021-010

Information on the Federal Program

Coronavirus State and Local Fiscal Recovery Funds (assistance listing number 21.027), U.S. Department of Treasury

Criteria or Specific Requirement

In accordance with reporting requirements, financial reports (Project and Expenditure Report) must be submitted by January 31st after year end.

Condition

The annual report filed for the year ended December 31, 2021 was not filed timely.

Questioned Costs

None.

Context

No sample over the compliance requirement of reporting is applicable as only one annual report is required to be filed.

Effect or Potential Effect

Noncompliance with the reporting requirements.

Cause

Client oversight.

Recommendation

That the City verify that policies and procedures are in place to ensure that the Project and Expenditure Report is filed timely for the Coronavirus State and Local Fiscal Recovery Funds program.

View of Responsible Officials and Planned Corrective Action

The responsible officials agree with the finding and will address the matter as part of their corrective action plan.

Corrective Action

We believe this to be a transition issue. The City's Grant Manager had difficulty accessing the US Treasury Web Portal. All subsequent reports were timely filed. As such, we consider this issue to now be resolved.

11200

CITY OF CAMDEN
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2021

Section 4 - Schedule of State Financial Assistance Findings and Questioned Costs

This section identifies the significant deficiencies, material weaknesses, material instances of noncompliance, including questioned costs, and significant instances of abuse related to the audit of major State programs, as required by State of New Jersey Circular 15-08-OMB.

None.

CITY OF CAMDEN
Summary Schedule of Prior Year Audit Findings
and Questioned Costs as Prepared by Management

This section identifies the status of prior year findings related to the financial statements and federal awards and state financial assistance that are required to be reported in accordance with *Government Auditing Standards*, Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and State of New Jersey Circular 15-08-OMB.

FINANCIAL STATEMENT FINDINGS

Finding No. 2020-001

Condition

During our examination of the City's general ledgers and subsidiary records of the various funds, the following were noted: (1) in the City's federal and state grant fund, there exists several aged unexpended grant appropriated reserve balances and aged receivable balances, along with awards that have grant periods that have ended; (2) reserves in the City's trust - other funds were not supported by an analyses detailing the composition of the year-end balances held in trust, and several other reserves had limited or no apparent activity during the period; (3) several interfund balances were not reconciled to one another; (4) the subsidiary ledgers for the improvement authorizations, appropriated federal and state grant awards and related accounts receivable did not agree to the balances in the City's general ledgers; (5) several general ledgers were not in balance; (6) for several transactions, the manner in which receipts and disbursements were posted in the general ledgers did not provide the classification of such transactions in order to assemble the financial statements; and (7) the beginning balances in the City's general ledgers did not agree to the audit balances of the prior fiscal year.

Current Status

This condition remains for the year ended December 31, 2021. (see Finding No. 2021-001)

Planned Corrective Action

Procedures continue to be developed by the City to address this issue.

Finding No. 2020-002

Condition

At December 31, 2020, there exist ordinances in the City's general capital fund, water utility capital fund, and sewer utility capital fund with cash deficits in excess of five years old.

Current Status

This condition remains for the year ended December 31, 2021. (see Finding No. 2021-002)

Planned Corrective Action

Procedures continue to be developed by the City to address this issue.

CITY OF CAMDEN
Summary Schedule of Prior Year Audit Findings
and Questioned Costs as Prepared by Management

FINANCIAL STATEMENT FINDINGS (CONT'D)

Finding No. 2020-003

Condition

During our examination of the City's general ledgers and bank reconciliations as of December 31, 2020, the following was noted: (1) several of the bank accounts were not reconciled timely and / or the receipt and disbursement activity per the monthly bank accounts was not reconciled to the postings in the City's general ledgers; and (2) several of the bank reconciliation balances did not agree to the applicable balances in the general ledgers.

Current Status

This condition remains for the year ended December 31, 2021. (see Finding No. 2021-003)

Planned Corrective Action

Procedures continue to be developed by the City to address this issue.

Finding No. 2020-004

Condition

The reports provided by the City's third-party service organization that it engaged to administer its water and sewer utility operations were unable to provide a reconciliation of the beginning of consumer accounts receivable to the ending balance. Also, in its general ledger, the City did not record all related consumer accounts receivable transactions. Lastly, the City does not have policies and procedures in place to review and reconcile the monthly and year-to-date reporting data provided by the third-party service organization to its general ledger.

Current Status

This condition remains for the year ended December 31, 2021. (see Finding No. 2021-004)

Planned Corrective Action

Procedures continue to be developed by the City to address this issue.

Finding No. 2020-005

Condition

In its general ledger, the City did not record all related tax transactions related to the balances of taxes receivable, tax title liens receivable, special assessments receivable, and property acquired for taxes (foreclosed properties). Also, there is activity being backdated in the accounting system for tax title liens and special assessments.

Current Status

This condition remains for the year ended December 31, 2021. (see Finding No. 2021-005)

Planned Corrective Action

Procedures continue to be developed by the City to address this issue.

FINANCIAL STATEMENT FINDINGS (CONT'D)

Finding No. 2020-006

Condition

The City did not have internal control procedures in place for the timely review of outstanding purchase orders in order to determine proper disposition.

Current Status

This condition remains for the year ended December 31, 2021. (see Finding No. 2021-006)

Planned Corrective Action

Procedures continue to be developed by the City to address this issue.

Finding No. 2020-007

Condition

A clear audit trail to the City's bank statements is not always apparent for cash receipts posted in the City's general ledgers for various bank accounts.

Current Status

This finding has been resolved for the year ended December 31, 2021.

Finding No. 2020-008

Condition

The U.S. Department of Housing and Urban Development program receivable balances were not reconciled to the applicable reserves on a monthly basis. In addition, the subsidiary ledger for the various reserve balances did not agree to the balances in the City's general ledger.

Current Status

This condition remains for the year ended December 31, 2021. (see Finding No. 2021-007)

Planned Corrective Action

Procedures continue to be developed by the City to address this issue.

Finding No. 2020-009

Condition

There were over-expenditures in the current fund and expenditures without an appropriation in the federal and state grant fund.

Current Status

This finding has been resolved for the year ended December 31, 2021.

FINANCIAL STATEMENT FINDINGS (CONT'D)

Finding No. 2020-010

Condition

The debt service requirement due during the period for an Urban and Rural Centers Unsafe Buildings Demolition loan was not paid timely by the City.

Current Status

This condition remains for the year ended December 31, 2021. (*see Finding No. 2021-009*)

Planned Corrective Action

Procedures continue to be developed by the City to address this issue.

FEDERAL AWARDS

Finding No. 2020-011

Program

Housing Opportunities for Persons with AIDS (HOPWA) (assistance listing number 14.241), U.S. Department of Housing and Urban Development

Condition

The annual report filed during the period did not accurately report the expenditures recorded in the City's financial accounting software system.

Current Status

Unable to comment because the report due during the year ending December 31, 2022, has not been filed.

STATE FINANCIAL ASSISTANCE PROGRAMS

None.

APPRECIATION

I express my appreciation for the assistance and courtesies rendered by the City officials during the course of the audit.

Respectfully submitted,

BOWMAN & COMPANY LLP
Certified Public Accountants
& Consultants

L. Jarred Corn
Certified Public Accountant
Registered Municipal Accountant

DB:dh
10-25-22

R-13

**RESOLUTION AUTHORIZING THE REQUEST TO EXTEND THE TERM OF
THE EMERGENCY SERVICES AGREEMENT WITH WASTE MANAGEMENT OF
NEW JERSEY, INC. FOR THE COLLECTION OF SOLID WASTE AND
RECYCLABLE MATERIALS**

WHEREAS, the Council of the City of Camden by Resolution (MC-8438) dated May 10, 2022, under contract #05-22-120 authorized an emergency services agreement with Waste Management of New Jersey, Inc., (WM) for the authorized the extension of a six (6) month period beginning May 1, 2022 and ending October 31, 2022 for collection of designated solid waste and recyclable; and

WHEREAS, Contract #05-22-120 is set to expire on October 31, 2022; and

WHEREAS, it is now necessary to amend the contract #05-22-120 with WM to extend the emergency services agreement for three (3) months through January 31, 2023 subject to the new pricing structure for designated solid waste and recyclable materials effective November 1, 2022 as follows:

- Designated Solid Waste: no more than \$170.28 per ton;
- Recyclable Materials: no more than \$266.40 per ton;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Camden hereby approves the three (3) month extension of the emergency services agreement with Waste Management of New Jersey, Inc.

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

Date: October 25, 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**

TO: Timothy J. Cunningham, Business Administrator

Council Meeting Date: October 25, 2022

FROM: Keith L. Walker, Director of Public Works

Department Making Request: Department of Public Works

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING THE EXTENSION OF THE EMERGENCY SERVICES AGREEMENT FOR THE COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS

BRIEF DESCRIPTION OF ACTION: The City of Camden requests to extend the term of the Emergency Services Agreement (ESA) for the Collection of Solid Waste and Recyclable Materials which will expire on 10/31/22. The ESA will be extended by three (3) months, through January 31, 2023, subject to a new pricing structure – designated solid waste: \$170.28/ton, recyclable materials: \$266.40/ton

BIDDING PROCESS:

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

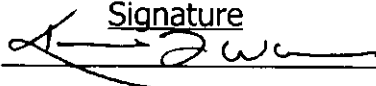
APPROPRIATION/REVENUE ACCOUNT(S): 2-01-E6-701-900

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:	10/20/22	
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	(If applicable)
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____
Received by City Attorney:	_____	_____

	(Name) Please Print	(Extension #)
Prepared By:	Angela M. Watkins	x7139
Contact Person:	Keith L. Walker	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******

11C-8438
R-9
5-10-22



100 Brandywine Blvd., 3rd Floor
Newtown, PA 18940-4000
Main (215) 269-2100
Fax (215) 269-2349

October 14, 2022

Via electronic mail

Michael J. Watson, Esq.
Brown & Connery, LLP
360 Haddon Avenue
Westmont, NJ 08108

Re: **Response to the City of Camden's Request to Extend the Emergency Services Agreement for the Collection of Solid Waste and Recyclable Materials**

Dear Mr. Watson:

Waste Management of New Jersey, Inc. ("WM") is in receipt of the City of Camden's request to extend the Term of the Emergency Services Agreement for the Collection of Solid Waste and Recyclable Materials (the "ESA"), which will expire on October 31, 2022. Article III(2) of the ESA provides that the Term may be extended with consent from WM.

Please be advised that WM consents to extend the Term of the ESA by three (3) months through **January 31, 2023**, subject to the following new pricing structure for Designated Solid Waste and Recyclable Materials effective November 1, 2022:

- Designated Solid Waste: **\$170.28 per ton**
- Recyclable Materials: **\$266.40 per ton**

Roll-Off Pull collection will not be included in the scope of the extended Term of the ESA. All other terms and conditions of the ESA shall remain unchanged.

Please note that WM requests the above-noted price increases due to significantly higher labor, transportation, and equipment costs affecting the waste and recycling industry. The new pricing will allow WM to continue providing safe and dependable waste collection services for the City's residents. We welcome the opportunity to discuss the proposed extension of the ESA Term at the City's convenience.

Very truly yours,

Jonathan Fabozzi
Jonathan Fabozzi
Senior Legal Counsel

CC: Don Weist (WM) *via email*

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

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

Municipality	City of Camden
Professional Service or EUS Type	Professional Service
Name of Vendor	Waste Management, Inc.
Purpose or Need for service:	Purpose of this action is to award a 3-month term extension of the Waste Management Emergency Services Agreement for the collection for solid waste and recyclable materials. Extension term: 11/1/22 - 1/31/23.
Contract Award Amount	\$
Term of Contract	3 months
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	
Were other proposals received? If so, please attach the names and amounts for each proposal received?	

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

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

Mayor's Signature*

Date _____

Business Administrator/Manager Signature

Date _____

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

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

Chief Financial Officer Signature

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

Certifying Officer

Date

For LGS use only:

☐ Approved

☐ Denied

Director or Designee,
Division of Local Government Services

Date

Number Assigned _____

**CITY OF CAMDEN
CITY COUNCIL REQUEST FORM**

Council Meeting Date: May 10, 2022

TO: City Council

FROM: Timothy J. Cunningham, Business Administrator

DEPARTMENT MAKING REQUEST: Administration

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing an Emergency Services Agreement with Waste Management of New Jersey, Inc. for Collection of Designated Solid Waste and Recyclable Materials.

BRIEF DESCRIPTION: Resolution to award a six (6) month emergency contract to Waste Management of New Jersey, Inc., for the collection of solid waste and recyclable materials for the City of Camden.

BIDDING PROCESS: Emergency contracting provisions of New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-6)

APPROPRIATION ACCOUNT(S): 2-01-701-900

AMOUNT: \$2.6 Million (Contingent upon funds availability)

☐ **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:	4/28/22	<i>[Signature]</i> (If applicable)
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	4/28/22	_____
Received by City Attorney:	_____	_____

(Name) Please Print

Prepared By: D. Gonzalez

Contact Person: Timothy J. Cunningham, Esq.

(Extension #)

X7150

X7150

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: WASTE MANAGEMENT OF NEW JERSEY

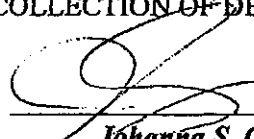
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 2-01-701-900
AMOUNT: \$2,600.000.00 (CONTINGENT ON AVAILABLE 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: \$2,600.000.00 (CONTINGENT ON AVAILABLE FUNDS)

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING AN EMERGENCY SERVICES AGREEMENT WITH WASTE MANAGEMENT OF NEW JERSEY, INC., FOR COLLECTION OF DESIGNATED SOLID WASTE AND RECYCLABLE MATERIALS.



Johanna S. Conyer
Director of Finance
Date: 4/28/22

TJC:AIV
05-10-22

A-8

**RESOLUTION AUTHORIZING AN EMERGENCY SERVICES AGREEMENT WITH
WASTE MANAGEMENT OF NEW JERSEY, INC., FOR THE COLLECTION OF
DESIGNATED SOLID WASTE AND RECYCLABLE MATERIALS**

WHEREAS, the City and Waste Management of New Jersey, Inc. ("WM"), entered into Contract No. 03-19-129 on or about April 1, 2019; and

WHEREAS, Contract No. 03-19-129 is set to terminate on April 30, 2022; and

WHEREAS, the COVID-19 pandemic and other unforeseen circumstances have resulted in significant challenges and increased costs throughout the waste and recycling industry including, but not limited to, reduced availability of CDL drivers and laborers and increased costs for labor, fuel, maintenance, and insurance; and

WHEREAS, the aforementioned challenges deprived the City of necessary time to prepare, advertise, and award a new contract for solid waste and recycling collection pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. ("LPCL"); and

WHEREAS, any prolonged delay in the collection of solid waste and recyclable materials will pose an imminent threat to the health, safety, and welfare of the public; and

WHEREAS, pursuant to section N.J.S.A. 40A:11-6 of the LPCL, the City is authorized to award a contract on an emergency basis where there is a threat to the health, safety, and welfare of the public, regardless of whether the cost of the contract will or will not exceed the bid threshold under the LPCL; and

WHEREAS, pursuant to N.J.S.A. 40A:11-6, the City Director of Public Works has provided an Emergency Procurement Memorandum to the City Purchasing Agent and City Business Administrator;

WHEREAS, upon request by the City, WM submitted a quote for a six (6) month contract for the collection of solid waste and recyclable materials;

WHEREAS, to address the aforementioned emergency circumstances and threats to public health, the Purchasing Agent and Business Administrator have recommended to the Council of the City of Camden that the Council award a contract to WM for a six (6) month period beginning May 1, 2022 and ending October 31, 2022, for the collection rates described below, and the terms specified in the Emergency Services Agreement attached hereto as Exhibit A;

Designated Solid Waste; Recyclable Materials; Roll-Off Pulls; Collection Costs. In accordance with the 2019 Bid Specifications and this Emergency Services Agreement, WM shall charge the following collection rates to the City:


- (a) Designated Solid Waste: \$117.00 per ton;
- (b) Recyclable Materials: \$240.00 per ton;
- (c) Roll-Off Pulls: \$280.00 per pull; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that, pursuant to section N.J.S.A. 40A:11-6 of the Local Public Contracts Law, an emergency contract shall be and hereby is awarded to Waste Management of New Jersey, Inc., for the collection of solid waste and recyclable materials for the City of Camden for a term of six (6) months, pursuant to Local Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk or their designee shall execute said contract on behalf of the City of Camden.

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

Date of Introduction: May 10, 2022

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

**EMERGENCY SERVICES AGREEMENT
FOR THE COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS
PURSUANT TO N.J.S.A. 40A:11-6**

This Agreement is hereby entered into this ____ day of _____, 2022 ("Emergency Services Agreement" or "Agreement") by and between the City of Camden ("City") and Waste Management of New Jersey, Inc. ("WM"), collectively referred to herein as the "Parties", for the Collection of Designated Solid Waste and Recyclable Materials.

WHEREAS, on March 12, 2019, pursuant to City Bid No. 19-02, the City approved Resolution MC-19:6825 authorizing the award of a contract to WM for Solid Waste and Recycling Collection Services;

WHEREAS, on or around April 1, 2019, the City and WM entered into a Contract for Solid Waste and Recycling Collection Services (the "2019 Contract");

WHEREAS, the 2019 Contract incorporated the City Bid Specifications under Bid No. 19-02, the January 25, 2019 Addendum No. 1 to the Bid Specifications, the February 1, 2019 Addendum No. 2 to the Bid Specifications (collectively, the "City 2019 Bid Specifications"); and WM's February 14, 2019 proposal submitted in response to Bid No. 19-02 ("WM 2019 Proposal");

WHEREAS, the term of the 2019 Contract expired on April 30, 2022;

WHEREAS, the COVID-19 pandemic and other unforeseen circumstances have resulted in significant challenges and increased costs throughout the waste and recycling industry including, but not limited to, reduced availability of CDL drivers and laborers and increased costs for labor, fuel, maintenance, and insurance;

WHEREAS, the aforementioned industry challenges and expiration of the 2019 Contract deprived the City of necessary time to prepare, advertise, and award a new contract for solid waste and recycling collection pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. ("LPCL");

WHEREAS, pursuant to section N.J.S.A. 40A:11-6 of the LPCL, the City is authorized to award a contract on an emergency basis where there is a threat to the health, safety, and welfare of the public, regardless of whether the cost of the contract will or will not exceed the bid threshold under the LPCL;

WHEREAS, in consultation with the City Director of Public Works and legal counsel, the City determined that the expiration of the 2019 Contract without sufficient time for procuring a new contract for solid waste and recycling collection, if not immediately addressed, would result in a threat to the health, safety, and welfare of the City and its residents;

WHEREAS, to address the aforementioned emergency circumstances and threats to public health and safety, on April 4, 2022, the City obtained a quote from WM for the collection of solid waste and recyclable



materials, for a six (6) month period, beginning May 1, 2022 and ending October 31, 2022, which is attached hereto as Exhibit 1;

WHEREAS, in consultation with the City Director of Public Works and legal counsel, the City has determined the April 4, 2022 quote from WM and the terms of this Emergency Services Agreement will result in uninterrupted collection of solid waste and recyclable materials throughout the City, will provide the City with adequate time to procure a long-term contract for waste and recyclable collection, and will thus prevent any threats to the health, safety, and welfare of the City and its residents.

NOW, THEREFORE, the City and WM, for and in consideration of the premises and provisions herein contained and intending to be legally bound thereby, mutually agree and covenant as follows:

I. SCOPE OF SERVICES.

Unless otherwise specified in this Emergency Agreement, WM shall provide the Solid Waste and Recyclable Materials Collection Services (the "Emergency Services"), in accordance with the April 4, 2022 quotation from WM (attached hereto as Exhibit 1) and the 2019 Contract with attached 2019 Bid Specifications and 2019 WM Proposal (collectively attached as Exhibit 2), which are incorporated into and made part of this Emergency Services Agreement. The Parties acknowledge and agree that the terms set forth in Article II of this Agreement, "Emergency Provisions", shall supersede and replace any sections of the 2019 Contract, including the 2019 Bid Specifications and the 2019 WM Proposal, that contain conflicting terms including, but not limited to, the sections of the 2019 Contract that are expressly referenced in Article II. The Parties further acknowledge and agree that, with the exception of the terms set forth in Article II, all other terms, conditions, obligations, and rights under the 2019 Contract shall be incorporated into this Emergency Services Agreement.

II. EMERGENCY PROVISIONS.

1. Term Effective Date. This Agreement shall commence on May 1, 2022 and shall expire on April 30, 2023, and shall be effective on the date it is duly executed by the Parties. The Parties understand and agree that this Sub-Section II(1) supersedes and replaces Section 5.22 of the 2019 Bid Specifications.
2. Designated Solid Waste; Recyclable Materials; Roll-Off Pulls; Collection Costs. In accordance with the 2019 Bid Specifications and this Emergency Services Agreement, WM shall charge the following collection rates to the City:
 - (a) Designated Solid Waste: \$117.00 per ton;
 - (b) Recyclable Materials: \$240.00 per ton;
 - (c) Roll-Off Pulls: \$280.00 per pull.

The above rates shall supersede the rates contained in Section 6.8.1 of the 2019 WM Proposal and in any conflicting sections of the 2019 Contract. Notwithstanding the new rates under this Agreement,

the Parties shall follow and comply with the "Invoice and Payment" procedures under Section 5.13 of the 2019 Bid Specifications, as incorporated herein.

3. Collection Frequency and Schedule.

(a) Designated Solid Waste; Frequency of Collection. Designated Solid Waste shall be collected one (1) time per week. The Parties understand and agree that this Section 11(3)(a) supersedes and replaces any conflicting language of the 2019 Contract, including WM's prior obligation to collect Solid Waste two (2) times per week, between May 1 and September 30, under Sections 5.5.1(A) and 5.5.5(D) of the 2019 Bid Specifications.

(b) Recyclable Materials; Frequency of Collection. Recyclable Materials shall be collected one (1) time per week.

(c) Roll-Off Pulls; Frequency. Roll-Off Pulls shall occur as may be requested by the City.

(d) Collection Schedule. With the exception of the reduced number of collections per week under Section 11(3)(a) above, WM shall collect Designated Solid Waste and Recyclable Materials consistent with the Collection Schedule under Section 5.5.1 of the 2019 Bid Specifications or as otherwise agreed to by the City.

(e) Citywide Cleanups. Citywide Cleanups shall continue during the Term of this Emergency Services Agreement, and shall be scheduled and implemented in accordance with Section 5.5.5(D)(5) of the 2019 Bid Specifications.

4. Performance Bond.

(a) In accordance with Section 4.4 of the 2019 Bid Specifications, WM shall provide the City with a six (6) month Performance Bond issued by a Surety in the amount of \$1.75 Million.

(b) The Performance Bond shall be provided to the City Business Administrator within fourteen (14) days of the Effective Date of this Agreement.

(c) This Section 11(4) shall supersede and replace Sections 4.4(A)-(C) of the 2019 Bid Specifications. The Parties understand and agree that, in the event WM fails to provide the Performance Bond required under this Section, the City shall be entitled to exercise its rights and seek available relief under Section 4.4.(D) of the 2019 Bid Specifications, as incorporated herein.

5. Insurance Requirements and Certificates. WM acknowledges and agrees that, during the Term of this Emergency Services Agreement, it shall be subject to the "Insurance Requirements" set forth under Section 5.16 of the 2019 Bid Specifications, as incorporated herein. Upon request by the City, and in accordance of Section 5.17 of the 2019 Bid Specifications, WM shall provide current Certificates of Insurance demonstrating its compliance with the aforementioned Insurance Requirements.

6. Updated Forms and Certifications. The Parties acknowledge that, pursuant to the LPCL and applicable State and Federal law, the 2019 WM Proposal included various forms, documents, and certifications. Upon request by the City, WM shall provide updated and signed copies of any forms and/or certifications that require resubmission to comply with applicable law. WM shall provide the requested Forms and Certifications within fourteen (14) days of the City's request.
7. Good Faith. The Parties acknowledge and agree that this Article II, "Emergency Provisions," is intended to address the material differences between this Emergency Services Agreement and the Parties' expired 2019 Contract. In the event the Parties identify any additional and material conflicts between this Agreement and the 2019 Contract that are not expressly addressed in this Article, the parties agree to work together in good faith to amicably resolve such conflicts within a reasonable time period.

III. EXTRA WORK AND EXTENDED TERM.

1. Extra Work. If the City requests WM to perform work beyond the scope of this Emergency Services Agreement, such "Extra Work" shall be consistent with the purposes of the LPCL's emergency procurement provisions. Upon a request by the City, WM shall promptly provide the City with a written proposal for the cost of the Extra-Work. If the City and WM agree on the scope and corresponding cost(s) of the Extra Work, then this Agreement shall be modified in writing by a Change Order, to reflect the anticipated cost and schedule impact of such Extra Work together with a detailed description of the Extra Work to be performed. The City's payment(s) to WM for such Extra Work shall be made in accordance with the "Invoice and Payment" procedures under Section 5.13 of the 2019 Bid Specifications, as incorporated herein.
2. Extension. If the City requests an extension of the Term of this Agreement, the proposed extension must be limited to the time necessary to address a pending threat to the public health and safety, and shall further be consistent with the purposes of the LPCL's emergency procurement provisions. In the event of such a request being made, the Parties agree to work together in good faith, for the purpose of negotiating any required amendments to this Agreement.

IV. GENERAL CONDITIONS.

1. Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of New Jersey.
2. Jurisdiction and Venue. By executing this Agreement, the parties hereto consent to the exclusive jurisdiction and venue of the Courts of New Jersey. Any and all disputes arising out of or related to this Agreement shall be decided solely in said courts.

3. New Jersey Election Law Enforcement Commission Requirements. Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

4. Entire Agreement. This Emergency Services Agreement and attached Exhibits represent the entire and integrated understanding between the City and WM, and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement and the attached Exhibits may be amended only by written instrument signed by both the City and WM.

5. Severability Provision. If any terms or provisions of this Agreement and/or the attached Exhibits, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and/or the Exhibits, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and the remaining terms and provisions of this Agreement and the Exhibits shall be valid and be enforced to the fullest extent permitted by law.

6. Successors and Assigns. This Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and assigns.

7. Covenant against Discrimination. During the performance of this Agreement, WM agrees as follows:

(A) WM and/or its Subcontractors, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, WM will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. WM agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

(b) WM and/or its Subcontractors, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of WM, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

(c) WM and/or its Subcontractors, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of WM's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) WM and/or its Subcontractors, where applicable, agree to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

(e) WM and/or its Subcontractors agree to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

(f) WM and/or its Subcontractors agree to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) WM and/or its Subcontractors agree to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

(h) In conforming with the targeted employment goals, WM and/or its Subcontractors agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(i) WM and/or its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall

furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement and affixed their corporate seals as of the day and year first above written.

ATTEST:

CITY OF CAMDEN

BY:

DATE:

ATTEST:

WASTE MANAGEMENT OF NEW JERSEY, INC.

BY:

DATE:

Case Details | Case Number: CAM-L-001754-22

Case Caption: **DIALS MARY VS CITY OF CAMDEN**

Court Type: **Civil Part**

Case Type: **PERSONAL INJURY**

Case Track: **2**

of Discovery Days: **300**

Original Discovery End Date: **06/01/2023**

Original Arbitration Date:

Original Trial Date:

Case Disposition: **OPEN**

Transaction Information

Transaction ID: **LCV20223711232**

Documents Received:

GENERAL CORRESPONDENCE

Venue: **CAMDEN**

Case Status: **ACTIVE**

Judge: **BERNARDIN, DANIEL, A**

Age of Case: **00 YR 03 MO**

Current Discovery End Date: **06/01/2023**

Current Arbitration End Date:

Current Trial Date:

Disposition Date:

Case Initiation Date : **07/11/2022**

Jury Demand: **YES - 12 JURORS**

Team: **302**

Consolidated Case: **N**

of DED Extensions: **0**

of Arb Adjournments: **0**

of Trial Date Adjournments: **0**

Statewide Lien: **N**

Received by Ecourts On: **10/20/2022**

Total Payment Amount: **\$0.00**

DB:dh
10-25-22

R-14

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF PSE&G OUTDOOR
LIGHTING AGREEMENT FOR THE UPGRADE TO LED LIGHTING
ON SAYRS STREET**

WHEREAS, the City of Camden has committed to take responsibility and hereby accepts upgraded Street Lights to be installed on Sayrs Street; and

WHEREAS, at the completion of the project the lights will be dedicated to the City inventory and City will be required to pay the monthly fees; and

WHEREAS, the monthly increase in utility cost for the current year will be \$223.68 per month for a yearly amount of \$2,684.16; and


WHEREAS, the City Council of the City of Camden has determined that it is in the best interest of the City to authorize the installation of the Twelve (12) Street Lights on Sayrs Street; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper officials are hereby authorized to accept the upgraded Street Lights.

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

Date: October 25, 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**

TO: Timothy J. Cunningham, Business Administrator

Council Meeting Date: October 25, 2022

FROM: Keith L. Walker, Director of Public Works

Department Making Request: Department of Public Works

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING A PSEG LIGHTING SERVICE AGREEMENT FOR THE UPGRADE OF STANDARD LIGHT FIXTURES ON SAYRS AVE. TO LED LIGHTING

BRIEF DESCRIPTION OF ACTION: Resolution seeking authorization for the City of Camden and PSEG to enter into a lighting service agreement for the upgrade of twelve (12) light fixtures on Sayrs Ave. to LED lighting.

BIDDING PROCESS: N/A

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


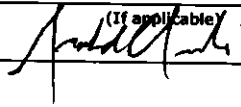


APPROPRIATION/REVENUE ACCOUNT(S): 2-01-E6-851-905

AMOUNT: increase of \$89.86/month



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:	10/17/22	
Approved by Grants Management:		
Approved by Finance Director:	10/18/22	
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds		(If applicable)
Approved by Purchasing Agent:		
Approved by Business Administrator:	10/17/22	
Received by City Attorney:	10/19/22	

(Name) Please Print

(Extension #)

Prepared By: Angela M. Watkins

x7139

Contact Person: Keith L. Walker

x7139

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

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

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

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

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

Municipality	City of Camden
Professional Service or EUS Type	Professional Service (Utility)
Name of Vendor	PSEG
Purpose or Need for service:	Purpose of this agreement is to authorize the City of Camden and PSEG to enter into a lighting service agreement for the upgrade of twelve (12) standard light fixtures on Sayrs Ave. to LED light fixtures
Contract Award Amount	Increase of \$89.86/month
Term of Contract	n/a
Temporary or Seasonal	n/a
Grant Funded (attach appropriate documentation allowing for service through grant funds)	n/a
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.J.S.A. 40A:11-5(f)
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 _____

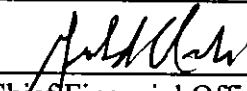
Business Administrator/Manager Signature

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-EG-851-905 Funding Source for this action


Chief Financial Officer Signature

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

Certifying Officer Date _____

For LGS use only:

☐ Approved ☐ Denied

Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name:

City of Camden - Sayres Ave

Customer Name:

City of Camden

For Service at Address: Sayres Ave, Camden

Contract Account #

7350843305

CostType	Product	Qty	Amount
Install	Luminaire	12	\$223.68
Monthly Install Totals		12	\$223.68
Remove	Luminaire	12	\$133.82
Monthly Removal Totals		12	\$133.82

This is Not an Invoice



Request for Lighting Service - PSEG Confidential

Project Name: City of Camden - Sayres Ave **Project Status:** Agreement **Presented Date:** 10/7/2022
Customer Name: City of Camden **BP#** 1000453344 **Contract Account #** 7350843305
Service Address: Sayres Ave, Camden **Effective Date:** 10/7/2022
Contact Name: Keith Walker **Contract Term:** 1 Year **Distribution:** OH
Office Tel: (856) 757-7500 **Cell Phone:** **Email:** **Fax:**

☐ **Office Record** ☐ **Purchase Order #**
Premise # 5002530787 **Installation #** 4004449430 **Installation2 #** 4004354643 **DWMS Customer #** 6620078 **DWMS LD #** 500965995 **DWMS E1 #** **CIAC E1 #**

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Second Avail-	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remove Rate	Upfront Rate	Access Product Qty	Access Product Code	Access Upfront Rate	Found Credit Qty	Found Credit Amt	IL
Luminaire	2	ES0509418L	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	14.71	0.00			0.00			6361
Luminaire	5	ES0509278L	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	11.63	0.00			0.00			6360
Luminaire	5	ES0509268L	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	9.25	0.00			0.00			6359
Luminaire	12	EX0532878L	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Install	New	Set Exist	18.64	0.00	0.00			0.00		0.00	6362

Rates and Costs Summary

Installs: Monthly Service Charge Totals				Removes: Prior Charges (No Charge to Remove)				Grand Total One Time Upfront Cost				One-Time Cost Totals			
Luminaire Mth Svc Charge Total	\$223.68	Luminares: Prior Monthly Charges	\$133.82	\$0.00				Cost for Construction (CIAC)				\$0.00			
Pole Mthly Service Charge Total	\$0.00	Poles: Prior Monthly Charges	\$0.00					Foundation Credit Total				\$0.00			
Bracket Mthly Serv Charge Total	\$0.00	Brackets: Prior Monthly Charges	\$0.00					Pole Upfront Cost Total				\$0.00			
Mthly Service Charge Totals	\$223.68	Prior Monthly Charge Totals	\$133.82					Accessory Upfront Cost Total				\$0.00			
								Lumin Upfront Cost Total				\$0.00			

Comments Remove 5) 50W HPS and 5) 70W HPS and 2) 150W HPS and Install 12) 73W LED Cobras.

RepeMail: Walter Ruff@pseg.com **Tel:** (609) 387-0526 **Print Signatory Name/Title:** Keith walker
PSEG Representative: Walter Ruff ***Authorized Signature:**

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for Lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such Lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS**PSEG Street and Area Lighting Service**

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a - TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191 BPL-POF: Original sheet No. 199-200 PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.
2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.
3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.
4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.
5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.
- D. **Exclusivity of Warranties and Remedies.** The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control, or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 - CANCELLATION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.

APPENDIX A: STREET AND LOCATION DETAIL INFORMATION

RecordID	Street:	Location:	Pole#:	Products:
6359	Sayres Ave	3 PEOSS Hallowell	12765	Luminaire
6359	Sayres Ave	1 PWOSS Hallowell	64928	Luminaire
6359	Sayres Ave	2 PWOSS Hallowell	64927	Luminaire
6359	Sayres Ave	3 PWOSS Norris	60115	Luminaire
6359	Sayres Ave	5 PWOSS Norris	67246	Luminaire
6360	Sayres Ave	1 PWOSS Norris	61715	Luminaire
6360	Sayres Ave	2 PWOSS Norris	60114	Luminaire
6360	Sayres Ave	2 PEOSS Norris	64926	Luminaire
6360	Sayres Ave	1 PEOSS Hallowell	12763	Luminaire
6360	Sayres Ave	2 PEOSS Hallowell	12764	Luminaire

6361	Sayres Ave	1 PWOSS Pershing	65002	Luminaire
6361	Sayres Ave	2 PWOSS Pershing	65001	Luminaire
6362	Sayres Ave	3 PEOSS Hallowell	12765	Luminaire
6362	Sayres Ave	1 PWOSS Hallowell	64928	Luminaire
6362	Sayres Ave	2 PWOSS Hallowell	64927	Luminaire
6362	Sayres Ave	3 PWOSS Norris	60115	Luminaire
6362	Sayres Ave	5 PWOSS Norris	67246	Luminaire
6362	Sayres Ave	1 PEOSS Norris	61715	Luminaire
6362	Sayres Ave	2 PEOSS Norris	60114	Luminaire
6362	Sayres Ave	2 PEOSS Norris	61926	Luminaire
6362	Sayres Ave	1 PEOSS Hallowell	12763	Luminaire
6362	Sayres Ave	2 PEOSS Hallowell	12764	Luminaire
6362	Sayres Ave	1 PWOSS Pershing	65002	Luminaire
6362	Sayres Ave	2 PWOSS Pershing	65001	Luminaire

DB:dh
10-25-22

K-15

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF PSE&G OUTDOOR
LIGHTING AGREEMENTS FOR THE UPGRADE TO LED LIGHTING ON
EVERETT STREET**

WHEREAS, the City of Camden has committed to take responsibility and hereby accepts upgraded Street Lights to be installed on Everett Street; and

WHEREAS, at the completion of the project the lights will be dedicated to the City inventory and City will be required to pay the monthly fees; and

WHEREAS, the monthly increase in utility cost for the current year will be \$149.12 per month for a yearly amount of \$1,789.44; and

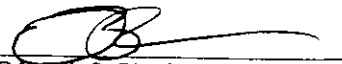
WHEREAS, the City Council of the City of Camden has determined that it is in the best interest of the City to authorize the installation of the Eight (8) Street Lights on Everett Street; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper officials are hereby authorized to accept the upgraded Street Lights.

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

Date: October 25, 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**

TO: Timothy J. Cunningham, Business Administrator

Council Meeting Date: October 25, 2022

FROM: Keith L. Walker, Director of Public Works

Department Making Request: Department of Public Works

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING A PSEG LIGHTING SERVICE AGREEMENT FOR THE UPGRADE OF STANDARD LIGHT FIXTURES ON EVERETT ST. TO LED LIGHTING

BRIEF DESCRIPTION OF ACTION: Resolution seeking authorization for the City of Camden and PSEG to enter into a lighting service agreement for the upgrade of eight (8) light fixtures on Everett St. to LED lighting.

BIDDING PROCESS: N/A

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

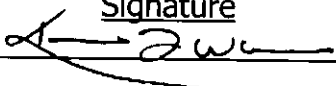
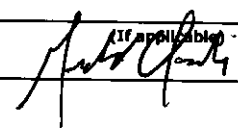
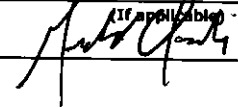

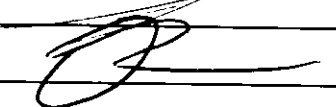
APPROPRIATION/REVENUE ACCOUNT(S): 2-01-E6-851-905

AMOUNT: increase of \$52.04/month



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:	10/17/22	
Approved by Grants Management:	10/18/22	
Approved by Finance Director:	10/18/22	
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:		
Approved by Business Administrator:	10/19/22	
Received by City Attorney:	10/21/22	

	(Name) Please Print	(Extension #)
Prepared By:	Angela M. Watkins	x7139
Contact Person:	Keith L. Walker	x7139

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

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

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

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

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

Municipality	City of Camden
Professional Service or EUS Type	Professional Service (Utility)
Name of Vendor	PSEG
Purpose or Need for service:	Purpose of this agreement is to authorize the City of Camden and PSEG to enter into a lighting service agreement for the upgrade of eight (8) standard light fixtures on Everett St. to LED light fixtures
Contract Award Amount	Increase of \$52.04/month
Term of Contract	n/a
Temporary or Seasonal	n/a
Grant Funded (attach appropriate documentation allowing for service through grant funds)	n/a
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.J.S.A. 40A:11-5(f)
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-EG-851-905 Funding Source for this action

[Signature]
Chief Financial Officer Signature

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

Certifying Officer

Date

For LGS use only:

☐ Approved

☐ Denied

Director or Designee,
Division of Local Government Services

Date

Number Assigned _____



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name: City of Camden - Everett St

Customer Name: City of Camden

For Service at Address: Everett St, Camden

Contract Account # 7350843305

CostType	Product	Qty	Amount
Install	Luminaire	8	\$149.12
Monthly Install Totals		8	\$149.12
Remove	Luminaire	8	\$97.08
Monthly Removal Totals		8	\$97.08

This is Not an Invoice



Request for Lighting Service - PSEG Confidential

Project Name:	City of Camden - Everett St	Project Status:	Agreement	Presented Date:	10/7/2022
Customer Name:	City of Camden	BP#	1000453344	Contract Account #	7350843305
Service Address:	Everett St, Camden	Effective Date:	10/7/2022	Contract Term:	1 Year
Contact Name:	Keith Walker	Email:		Distribution:	OH
Office Tel:	(856) 757-7500	Cell Phone:		Fax:	

Premise #	5002530787	Installation #	4004449430	Installation2 #	4004354643	DWMS Customer #	6620086	DWMS LD #	500962322	DWMS E1 #		CIAC E1 #	
<input type="checkbox"/> Office Record <input type="checkbox"/> Purchase Order #													

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Second Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remove Rate	Upfront Rate	Access Product Qty	Access Product Code	Access Upfront Rate	Found Credit Qty	Found Credit Amt	It
Luminaire	1	ES050928BL	BPL		<input type="checkbox"/>		<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	19.03	0.00				0.00		6352
Luminaire	1	ES050927BL	BPL		<input type="checkbox"/>		<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	11.63	0.00				0.00		6350
Luminaire	2	ES050941BL	BPL		<input type="checkbox"/>		<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	14.71	0.00				0.00		6351
Luminaire	4	ES050926BL	BPL		<input type="checkbox"/>		<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	9.25	0.00				0.00		6349
Luminaire	8	EX053287BL	BPL		<input type="checkbox"/>		<input checked="" type="checkbox"/>	Install	New	Set Exit	18.64	0.00	0.00				0.00		6353

Rates and Costs Summary

Installs: Monthly Service Charge Totals				Removes: Prior Charges (No Charge to Remove)				Grand Total One Time Upfront Cost				One-Time Cost Totals			
Luminaire Mth Svc Charge Total	\$149.12	Luminares: Prior Monthly Charges	\$97.08	Cost for Construction (CIAC)				Foundation Credit Total				Pole Upfront Cost Total			
Pole Mthly Service Charge Total	\$0.00	Poles: Prior Monthly Charges	\$0.00												
Bracket Mthly Serv Charge Total	\$0.00	Brackets: Prior Monthly Charges	\$0.00												
Mthly Service Charge Totals	\$149.12	Prior Monthly Charge Totals	\$97.08												

Comments Remove 4) 50W HPS and 1) 70W HPS and 2) 150W HPS and 1) 250W HPS and Install 8) 73W LED Cobras.

RepEmail: Walter.Ruff@pseg.com Tel: (609) 387-0526 Print Signatory Name/Title: Keith Walker
 PSEG Representative: Walter Ruff *Authorized Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a - TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191 BPL-POF: Original sheet No. 199-200 PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.
2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.
3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.
4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.
5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.
- D. **Exclusivity of Warranties and Remedies.** The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS**PSEG Street and Area Lighting Service (continued)**

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

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SECTION 12 - CANCELLATION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.

APPENDIX A: STREET AND LOCATION DETAIL INFORMATION

RecordID	Street:	Location:	Pole#:	Products:
6349	Everett St	1 PEONS Louis	61110	Luminaire
6349	Everett St	2 PEONS Louis	61111	Luminaire
6349	Everett St	4 PEONS Louis	61113	Luminaire
6349	Everett St	5 PEONS Louis	61114	Luminaire
6350	Everett St	3 PEONS Rose	61109	Luminaire
6351	Everett St	6 PEONS Louis	61115	Luminaire
6351	Everett St	1 PEONS Rose	60508	Luminaire
6352	Everett St	2 PEONS Rose	62413	Luminaire
6353	Everett St	1 PEOSN Louis	61110	Luminaire
6353	Everett St	2 PEONS Louis	61111	Luminaire

6353	Everett St	4 PEONS Louis	61113	Luminaire
6353	Everett St	5 PEONS Louis	61114	Luminaire
6353	Everett St	6 PEONS Louis	61115	Luminaire
6353	Everett St	1 PEONS Rose	60508	Luminaire
6353	Everett St	3 PEONS Rose	61109	Luminaire
6353	Everett St	2 PEONS Rose	62413	Luminaire

DB:dh
10-25-22

R-16

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF PSE&G OUTDOOR
LIGHTING AGREEMENT FOR THE UPGRADE TO LED LIGHTING
ON WHITMAN AVENUE**

WHEREAS, the City of Camden has committed to take responsibility and hereby accepts upgraded Street Lights to be installed on Whitman Avenue; and

WHEREAS, at the completion of the project the lights will be dedicated to the City inventory and City will be required to pay the monthly fees; and

WHEREAS, the monthly increase in utility cost for the current year will be \$186.40 per month for a yearly amount of \$2,236.80; and

WHEREAS, the City Council of the City of Camden has determined that it is in the best interest of the City to authorize the installation of the Ten (10) Street Lights on Whitman Avenue; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper officials are hereby authorized to accept the upgraded Street Lights.

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

Date: October 25, 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**

TO: Timothy J. Cunningham, Business Administrator

Council Meeting Date: October 25, 2022

FROM: Keith L. Walker, Director of Public Works

Department Making Request: Department of Public Works

TITLE OF RESOLUTION/ORDINANCE: RESOLUTION AUTHORIZING A PSEG LIGHTING SERVICE AGREEMENT FOR THE UPGRADE OF STANDARD LIGHT FIXTURES ON WHITMAN AVE. TO LED LIGHTING

BRIEF DESCRIPTION OF ACTION: Resolution seeking authorization for the City of Camden and PSEG to enter into a lighting service agreement for the upgrade of ten (10) light fixtures on Whitman Ave. to LED lighting.

BIDDING PROCESS: N/A

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

APPROPRIATION/REVENUE ACCOUNT(S): 2-01-E6-851-905

AMOUNT: increase of \$77.46/month

☒ **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>10/17/22</u>	<u>[Signature]</u>
Approved by Grants Management:	<u>10/18/22</u>	<u>[Signature]</u>
Approved by Finance Director:	<u>10/18/22</u>	<u>[Signature]</u>
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:		
Approved by Business Administrator:	<u>10/19/22</u>	<u>[Signature]</u>
Received by City Attorney:	<u>10/19/22</u>	<u>[Signature]</u>

	<u>(Name) Please Print</u>	<u>(Extension #)</u>
Prepared By:	Angela M. Watkins	x7139
Contact Person:	Keith L. Walker	x7139

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

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

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

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

Municipality	City of Camden
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Professional Service or EUS Type	Professional Service (Utility)
Name of Vendor	PSEG
Purpose or Need for service:	Purpose of this agreement is to authorize the City of Camden and PSEG to enter into a lighting service agreement for the upgrade of ten (10) standard light fixtures on Whitman Ave. to LED light fixtures
Contract Award Amount	Increase of \$77.46/month
Term of Contract	n/a
Temporary or Seasonal	n/a
Grant Funded (attach appropriate documentation allowing for service through grant funds)	n/a
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.J.S.A. 40A:11-5(f)
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-EG-891-905 Funding Source for this action



Chief Financial Officer Signature

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

Certifying Officer

Date

For LGS use only:

☐ Approved

☐ Denied

Date

Director or Designee,
Division of Local Government Services

Number Assigned _____



Estimated Cost Summary - PSEG Confidential

Outdoor Lighting

Project Name:

City of Camden - Whitman Ave

Contract Account:

7350843305

Customer Name:

City of Camden

For Service at Address:

Whitman Ave, Camden

Cost Type	Product	Qty	Amount
Install	Luminaire	10	\$186.40
Monthly Install Totals			\$186.40
Remove	Luminaire	10	\$108.94
Monthly Removal Totals			\$108.94

This is Not an Invoice



Request for Lighting Service - PSEG Confidential

Project Name: City of Camden - Whitman Ave **Project Status:** Agreement **Presented Date:** 10/7/2022

Customer Name: City of Camden **BP#** 1000453344 **Contract Account #** 7350843305

Service Address: Whitman Ave, Camden **Effective Date:** 10/7/2022

Contact Name: Keith Walker **Contract Term:** 1 Year **Distribution:** OH

Office Tel: (856) 757-7500 **Cell Phone:** **Email:** **Fax:**

STANDARD ☐ **SPECIAL** ☐ **OfficeRecord** ☐ **Purchase Order #**

Premise #	Installation #	Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
5002530787	4004449430	4004354643	6620091	500963219		

Rates and Costs Details

Product	Amt	ReVal	Rate	New Pole or Pole #	Free Pole	Pole Pre-paid	Secor Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remove Rate	Upfnt Rate	Access Product Qty	Access Product Code	Access Upfnt Rate	Found Credit Qty	Found Credit Amt	ID
Luminaire	1	ES050941BL	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	14.71	0.00			0.00			6357
Luminaire	1	ES050940BL	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	13.09	0.00			0.00			6356
Luminaire	3	ES050927BL	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	11.63	0.00			0.00			6355
Luminaire	5	ES050926BL	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remove	Upgrade	Remove	0.00	9.25	0.00			0.00			6354
Luminaire	10	EX053287BL	BPL		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Install	New	Set Exist	18.64	0.00	0.00			0.00		0.00	6358

Rates and Costs Summary

Grand Total One Time Upfront Cost									
\$0.00									
One-Time Cost Totals									
Cost for Construction (CIAC)									
\$0.00									
Foundation Credit Total									
\$0.00									
Pole Upfront Cost Total									
\$0.00									
Bracket Upfront Cost Total									
\$0.00									
Accessory Upfront Cost Total									
\$0.00									
Luminaire Upfront Cost Total									
\$0.00									

Comments Remove 5) 50W HPS and 3) 70W HPS and 1) 100W HPS and 1) 150W HPS and install 10) 73W LED Cobras.

RepEmail: Walter.Ruff@pseg.com Tel: (609) 387-0526 Print Signatory Name/Title: Keith Walker

PSEG Representative: Walter Ruff * Authorized Signature: _____

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS**PSE&G Street and Area Lighting Service**

SECTION 1 -SCOPE OF WORK, PRICE, AND TAXES. PSE&G shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSE&G on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSE&G's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a – TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191

BPL-POF: Original sheet No. 199-200

PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSE&G warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSE&G warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSE&G does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSE&G shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSE&G shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSE&G with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSE&G.

3. Customer will provide written notice to PSE&G specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSE&G with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSE&G with access to perform warranty work.

5. PSE&G shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. **Exclusivity of Warranties and Remedies.** The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSE&G shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSE&G's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSE&G harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS**PSEG Street and Area Lighting Service (continued)**

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 - CANCELLATION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.

APPENDIX A: STREET AND LOCATION DETAIL INFORMATION

RecordID	Street:	Location:	Pole#:	Products:
6354	Whitman Ave	2 PWOSS Rose	62928	Luminaire
6354	Whitman Ave	3 PWONS Norris	64676	Luminaire
6354	Whitman Ave	1 PEONS Norris	05652	Luminaire
6354	Whitman Ave	5 PWONS Norris	62935	Luminaire
6354	Whitman Ave	2 PEONS Pershing	62403	Luminaire
6355	Whitman Ave	1 PWONS Louis	62932	Luminaire
6355	Whitman Ave	2 PWONS Louis	62931	Luminaire
6355	Whitman Ave	2 PWONS Pershing	66458	Luminaire
6356	Whitman Ave	1 PEONS Louis	62933	Luminaire
6358	Whitman Ave	1 PWOSS Rose	62928	Luminaire

6358	Whitman Ave	2 PEONS Pershing	62403	Luminaire
6358	Whitman Ave	3 PWONS Norris	64676	Luminaire
6358	Whitman Ave	5 PWONS Norris	62935	Luminaire
6358	Whitman Ave	1 PEONS Norris	05652	Luminaire
6358	Whitman Ave	1 PWONS Louis	62932	Luminaire
6358	Whitman Ave	2 PWONS Louis	62931	Luminaire
6358	Whitman Ave	2 PWONS Pershing	66458	Luminaire
6358	Whitman Ave	1 PEONS Louis	62933	Luminaire
6358	Whitman Ave	1 PEONS Rose	62930	Luminaire