Egg Harbor Township Committee Meeting Community Center, 5045 English Creek Avenue Egg Harbor Township, NJ 08234

Wednesday, November 28, 2018 - 5:00 p.m. MINUTES

Mayor McCullough called the meeting to order, 5:39 PM.

Township Clerk Tedesco read the Opening Statement pursuant to the Open Public Meetings Act.

Roll Call:	Joe Cafero	present
	Frank Finnerty	present
	Paul Hodson	present
	Laura Pfrommer	present
	James J. McCullough	present

Also in attendance was Administrator Miller, Deputy Administrator von der Hayden, Township Solicitor Friedman, Engineer Mott and Township Clerk Tedesco and Committeemen-Elect Balles and Parker.

Closed Session

Resolution 451-2018 Authorizing the Township Committee to convene into a closed Executive Session to discuss matters which may involve personnel and/or legal matters was voided as there were no matters to discuss at this time.

Meeting with Township Engineer Mott

Engineer Mott reported the parking lots at the Community Center and LaCrosse fields have been striped. The municipal building parking lots are scheduled to be striped this weekend. Grading at the Cardiff Volunteer Fire House, English Creek Avenue location has been done in anticipation of paving.

New Business

Adoption of Federal Aid Policies and Procedures

Administrator Miller advised Deputy Township Administrator von der Hayden has been working with state officials to obtain funding for installation of rumble strips on township roadways. Resolution No. 452 adopting State of New Jersey Department of Transportation Federal Aid Policies and Procedures is listed on the Consent Calendar in conjunction with this funding opportunity. Township Committee had no objections and will act upon Resolution No. 452 later in the meeting.

15 Noah's Road Property Demolition

Administrator Miller explained that following a house fire at 15 Noah's Road, Construction Official Nattichione has deemed the structure unsafe. Therefore, Resolution No. 454 authorizing demolition of unsafe structure at this location and authorizing a lien on the property is listed on the Consent Calendar. Township Committee will act upon Resolution 454 later in the meeting.

Used Ambulance Purchase

Township Administrator Miller reported Resolution No. 453 authorizing the award of a non-fair and open contract to Bay Head Investments, Inc. for a used ambulance is listed for consideration this evening. Mr.

Miller explained the ambulance will be helpful with providing ambulance services to the City of Somers Point under the new Shared Services Agreement which begins in January. Mr. Miller further advised that he will follow on the agreement with Somers Point officials next week. Township Committee had no objections to this purchase.

<u> Tax Appeal Settlement – Shulka Hospitality, LLC</u>

Township Administrator Miller advised Resolution No. 457 authorizing refund of overpaid taxes has been revised since the agenda was posted. The amount owed to property owner Lereta has been reduced to \$7,613.69. He also explained the owner of the Courtesy Inn property, Shulka Hospitality, LLC is listed due to an overpayment resulting from his 2015 tax appeal.

2019 Board Appointments

Administrator Miller referred to the list of upcoming board expirations and vacancies and asked the members of Township Committee to provide direction to the Township Clerk Tedesco no later than December 17, 2018.

2019 Meeting Dates

Township Administrator Miller circulated a list of proposed 2019 Township Committee Meeting dates and asked if Township Committee wished to hold Reorganization on January 2nd as suggested or January 4th, 2019. Township Committee replied the dates as listed including January 2nd for Reorganization were acceptable proposed.

Other Business

Administrator Miller asked Committeemen-Elect Balles and Parker if they had chosen who would administer their Oath of Office and who they wished to do the invocation/benediction. Mr. Balles advised Atlantic County Executive Dennis Levinson will administer his oath of office. Mr. Parker stated that he has not yet made that selection. Also a decision has not yet been made on who will perform the invocation and benediction.

Township Clerk Tedesco read the Video Broadcast/Television Statement.

Mayor McCullough led the Pledge of Allegiance.

Roll Call:	Joe Cafero	present
	Frank Finnerty	present
	Paul Hodson	present
	Laura Pfrommer	present
	James J. McCullough	present

Ordinances – Public Hearing

Number	Title	
48	An ordinance fixing the salaries of certain officials and employees	
	(Policemen's Benevolent Association) of the Township of Egg Harbor for the year 2019	
Purpose	The purpose of this ordinance is to establish PBA employee salary ranges for calendar	
	year 2019	
Public Comment	No one came forward.	
Motion	Motion Hodson, second Pfrommer to close the public portion of Ordinance 48	

Roll Call Vote	Cafero/yes	Finnerty/yes	Hodson/yes	Pfrommer/yes	McCullough/yes
Motion	Motion Hods	on, second Cafero	o to adopt Ordi	nance 48	
Roll Call Vote	Cafero/yes	Finnerty/abstai	in Hodson/yes	s Pfrommer/ye	s McCullough/yes

Number	Title		
49	An ordinance fixing the salaries of certain officials and employees (Communications Workers of America Union) of the Township of Egg Harbor for the year 2019		
Purpose	<i>The purpose of this ordinance is to establish CWA employee salary ranges for calendar year 2019</i>		
Public Comment	No one came forward.		
Motion	Motion Cafero, second Pfrommer to close the public portion of Ordinance 49		
Roll Call Vote	Cafero/yes Finnerty/yes Hodson/yes Pfrommer/yes McCullough/yes		
Motion	Motion Pfrommer, second Cafero to adopt Ordinance 49		
Roll Call Vote	Cafero/yes Finnerty/yes Hodson/yes Pfrommer/yes McCullough/yes		

Number	Title		
50	An ordinance fixing the salaries of certain officials and employees of the Township of Egg Harbor for the year 2019		
Purpose	The purpose of this ordinance is to establish Non-Contractual employee salary ranges for calendar year 2019		
Public Comment	No one came forward.		
Motion	Motion Cafero, second Hodson to close the public portion of Ordinance 50		
Roll Call Vote	Cafero/yes Finnerty/yes Hodson/yes Pfrommer/yes McCullough/yes		
Motion	Motion Finnerty, second Cafero to adopt Ordinance 50		
Roll Call Vote	Cafero/yes Finnerty/yes Hodson/yes Pfrommer/yes McCullough/yes		

Number	Title		
51	An ordinance to amend the Code of the Township of Egg Harbor, Chapter 57, entitled "Affordable Housing"		
Purpose	The purpose of this ordinance is to revise the Township's Affordable Housing requirements to assure low- and moderate-income units are created with controls on affordability and that low- and moderate-income households shall occupy these units		
Public Comment	No one came forward.		
Motion	Motion Hodson, second Pfrommer to close the public portion of Ordinance 51		
Roll Call Vote	Cafero/yes Finnerty/yes Hodson/yes Pfrommer/yes McCullough/yes		
Motion	Motion to adopt Ordinance 51		
Roll Call Vote	Cafero/yes Finnerty/yes Hodson/yes Pfrommer/yes McCullough/yes		

Number	Title	
52	An ordinance providing for the acceptance of a deed conveying real property,	
	being Lot 32.01 in Block 6203 (3108 Ocean Heights Avenue) and Lot 33 in	
	Block 6203 (3106 Ocean Heights Avenue) of the Official Tax Map in the	
	Township of Egg Harbor, County of Atlantic and State of New Jersey	
Purpose	The purpose of this ordinance is to accept the donation of properties located at 3108	
	Ocean Heights Avenue and 3106 Ocean Heights Avenue from Leonard J. Tierno	
	Revocable Trust and Faye C. Tierno Revocable Trust	
Public Comment	No one came forward.	
Motion	Motion Hodson, second Pfrommer to close the public portion of Ordinance 52	

Roll Call Vote	Cafero/yes	Finnerty/yes	Hodson/yes	Pfrommer/yes	McCullough/yes
Motion	Motion Cafer	o, second Finne	rty to adopt Oro	dinance 52	
Roll Call Vote	Cafero/yes	Finnerty/yes	Hodson/yes	Pfrommer/yes	McCullough/yes

General Public Discussion

No one came forward.	
Motion	Motion Hodson, second Cafero to close the public portion of meeting
Vote: All present voted, yes	

Resolutions (Consent Calendar)

Administrator Miller advised Resolution No. 457 has been revised to reflect the accurate refund amount for property owner Lereta as \$7,613.69.

Number	Title	
452	Resolution adopting State of New Jersey Department of Transportation Federal Aid	
	Policies and Procedures	
453	Resolution authorizing the award of a non-fair and open contract to Bay Head	
	Investments, Inc. for used Ambulance purchase	
454	Resolution authorizing demolition of unsafe structure located at 15 Noah's Road and	
	authorizing a lien on the property	
455	Resolution transferring monies from one appropriation to another	
456	Resolution authorizing refund from developers escrow account (All-Zone Heating &	
	Cooling; D & V Causeway LLC and South Jersey Gas Company)	
457	Resolution authorizing refund of overpaid taxes (Lereta, Township of Egg Harbor,	
	Shulka Hospitality, LLC)	
458	Resolution authorizing cancellation and refund of taxes pursuant to N.J.S.A. 54:4-3.30	
	& N.J.S.A. 54:4-3.32 on property known as Block 5927 Lot 6 (113 Leap Street)	
459	Resolution authorizing cancellation and refund of taxes pursuant to N.J.S.A. 54:4-3.30	
	& N.J.S.A. 54:4-3.32 on property known as Block 2733 Lot 2.16 (2 Lenwood Court)	
460	Resolution authorizing execution of Employment Agreement with Police Chief	
	Raymond Davis for a period of January 1, 2019 through January 31, 2020	
461	Resolution approving non-contractual salary increases effective January 1, 2019	
462	Resolution appointing individuals as part time employees to serve the Department of	
	Parks and Recreation (Decker, Fee and Hickey)	
463	Resolution appointing Ambulance Service Members (Colon, Jackson, Perri, Damore,	
	Chorpenning, Griffiths, Brown, Stevens, Baumeister, Selfridge and Wyatt)	
Motion	Motion Hodson, second Caftero to approve Consent Calendar Resolutions 452	
	through 463 including revision to Resolution No. 457	
Roll Call Vote	Cafero/yes Finnerty/yes Hodson/yes Pfrommer/yes McCullough/yes	

Resolution (Bill List)

Number	Title
464	Authorizing payment of all bills pursuant to Exhibit A
Motion	Motion Cafero, second Finnerty to adopt Resolution 464
Roll Call Vote	Cafero/yes Finnerty/yes Hodson/yes Pfrommer/yes McCullough/yes

Reports

Township Committee:

Township Committee members had nothing to report at this time.

Administrator:

Township Administrator Miller reported his office is working with the Department of Community Affairs for a grant to be used towards improvements for a shopping center.

Approvals

Motion	Motion Cafero, second Hodson to approve the regular meeting minutes from the November 7, 2018, Township Committee Meeting
Vote	All present voted, yes

Motion	minutes fro				session meeting e Meeting, pursuant to
Roll Call Vote	Cafero/yes	Finnerty/yes	Hodson/yes	Pfrommer/yes	McCullough/yes

Motion	Motion Cafero, second Pfrommer to approve departmental reports for the month of October 2018
Vote	All present voted, yes

Mayor McCullough recognized Committeemen-Elect Balles and Parker.

Presentations

Fire Service Recognition Plaques

Mayor McCullough asked everyone to join the Township Committee in the main reception area of the Community Center for the presentation of Fire Service Recognition Plaques. Mayor McCullough together with Township Committee called upon the fire chiefs from each of the five volunteer fire companies to unveil plaques recognizing the five companies and their members who have provided 35 years of more of dedicated service to the residents of Egg Harbor Township.

Motion Cafero, second Pfrommer to reschedule the December 18, 2018 Special Meeting to be held in the Mayor's Conference Room from 4:00 p.m. to 3:30 p.m. All present voted, yes

Adjournment

Motion	Motion Cafero, second Hodson to adjourn the meeting at 6:18 p.m.
Vote	All present voted, yes

James J. McCullough, Mayor

Eileen M. Tedesco, RMC, Township Clerk

These minutes approved at the meeting of December 18, 2018.

Egg Harbor Township Committee Meeting Community Center, 5045 English Creek Avenue Egg Harbor Township, NJ 08234

Wednesday, November 28, 2018 - 5:00 p.m. AGENDA

- I. Call to Order
- II. Opening Statement Pursuant to the Open Public Meetings Act
- III. Roll Call: Joe Cafero Frank Finnerty Paul Hodson Laura Pfrommer James J. McCullough

IV. Closed Session

Number	Title						
451	Executive	Authorizing the Township Committee to convene into a Closed Executive Session to discuss matters which may involve personnel and/or legal matters					
Motion	Motion to	Motion to approve Resolution 451					
Roll Call Vote	Cafero	Finnerty	Hodson	Pfrommer	McCullough		

V. Meeting with Township Engineer Mott

VI. New Business

- A. Adoption of Federal Aid Policies and Procedures
- B. 15 Noah's Road Property Demolition
- C. Used Ambulance Purchase
- D. Tax Appeal Settlement Shulka Hospitality, LLC
- E. 2019 Board Appointments
- F. 2019 Meeting Dates

VII. Other Business

- VIII. Video Broadcast/Television Statement
- IX. Pledge of Allegiance

X. Roll Call: Joe Cafero Frank Finnerty Paul Hodson Laura Pfrommer James J. McCullough

XI. Presentations

Fire Service Recognition Plaques

XII. Ordinances – Public Hearing

Number	Title	Title						
48	An ordinance fixing the salaries of certain officials and employees (Policemen's Benevolent Association) of the Township of Egg Harbor for the year 2019							
Purpose	1 1	<i>The purpose of this ordinance is to establish PBA employee salary ranges</i> <i>for calendar year 2019</i>						
Public Comment		•						
Motion	Motion to	Motion to close the public portion of Ordinance 48						
Roll Call Vote	Cafero	Finnerty	Hodson	Pfrommer	McCullough			
Motion	Motion to	Motion to adopt Ordinance 48						
Roll Call Vote	Cafero	Finnerty	Hodson	Pfrommer	McCullough			

Number	Title						
49	An ordinance fixing the salaries of certain officials and employees						
	•	(Communications Workers of America Union) of the Township of Egg Harbor for the year 2019					
Purpose		The purpose of this ordinance is to establish CWA employee salary ranges for calendar year 2019					
Public Comment							
Motion	Motion to	Motion to close the public portion of Ordinance 49					
Roll Call Vote	Cafero	Finnerty	Hodson	Pfrommer	McCullough		
Motion	Motion to	Motion to adopt Ordinance 49					
Roll Call Vote	Cafero	Finnerty	Hodson	Pfrommer	McCullough		

Number	Title						
50	An ordinance fixing the salaries of certain officials and employees of the Township of Egg Harbor for the year 2019						
Purpose		<i>The purpose of this ordinance is to establish Non-Contractual employee salary ranges for calendar year 2019</i>					
Public Comment							
Motion	Motion to	Motion to close the public portion of Ordinance 50					
Roll Call Vote	Cafero	Finnerty	Hodson	Pfrommer	McCullough		
Motion	Motion to adopt Ordinance 50						
Roll Call Vote	Cafero	Finnerty	Hodson	Pfrommer	McCullough		

Number	Title

51	An ordinance to amend the Code of the Township of Egg Harbor, Chapter 57, entitled "Affordable Housing"						
Purpose	The purpose of this ordinance is to revise the Township's Affordable Housing requirements to assure low- and moderate-income units are created with controls on affordability and that low- and moderate-income households shall occupy these units						
Public Comment							
Motion	Motion to	Motion to close the public portion of Ordinance 51					
Roll Call Vote	Cafero	Cafero Finnerty Hodson Pfrommer McCullough					
Motion	Motion to adopt Ordinance 51						
Roll Call Vote	Cafero	Finnerty	Hodson	Pfrommer	McCullough		

Number	Title						
52	An ordinance providing for the acceptance of a deed conveying real property, being Lot 32.01 in Block 6203 (3108 Ocean Heights Avenue) and Lot 33 in Block 6203 (3106 Ocean Heights Avenue) of the Official Tax Map in the Township of Egg Harbor, County of Atlantic and State of New Jersey						
Purpose	The purpose of this ordinance is to accept the donation of properties located at 3108 Ocean Heights Avenue and 3106 Ocean Heights Avenue from Leonard J. Tierno Revocable Trust and Faye C. Tierno Revocable Trust						
Public Comment							
Motion	Motion to	Motion to close the public portion of Ordinance 52					
Roll Call Vote	Cafero	Cafero Finnerty Hodson Pfrommer McCullough					
Motion	Motion to adopt Ordinance 52						
Roll Call Vote	Cafero	Finnerty	Hodson	Pfrommer	McCullough		

XIII. General Public Discussion

Motion	To close the public portion of meeting
Vote:	

XIV. Engineer's Report

XV. Resolutions (Consent Calendar)

Number	Title
452	Resolution adopting State of New Jersey Department of Transportation
	Federal Aid Policies and Procedures
453	Resolution authorizing the award of a non-fair and open contract to Bay
	Head Investments, Inc. for used Ambulance purchase
454	Resolution authorizing demolition of unsafe structure located at 15
	Noah's Road and authorizing a lien on the property
455	Resolution transferring monies from one appropriation to another
456	Resolution authorizing refund from developers escrow account (All-
	Zone Heating & Cooling; D & V Causeway LLC and South Jersey Gas
	Company)

457	Resolution authorizing refund of overpaid taxes (Lereta, Township of					
	Egg Harbor, Shulka Hospitality, LLC)					
458	Resolution authorizing cancellation and refund of taxes pursuant to					
	N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 on property known as Block 5927					
	Lot 6 (113 Leap Street)					
459	Resolution authorizing cancellation and refund of taxes pursuant to					
	N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 on property known as Block 2733					
	Lot 2.16 (2 Lenwood Court)					
460	Resolution authorizing execution of Employment Agreement with Police					
	Chief Raymond Davis for a period of January 1, 2019 through January					
	31, 2020					
461	Resolution approving non-contractual salary increases effective January					
	1, 2019					
462	Resolution appointing individuals as part time employees to serve the					
	Department of Parks and Recreation (Decker, Fee and Hickey)					
463	Resolution appointing Ambulance Service Members (Colon, Jackson,					
	Perri, Damore, Chorpenning, Griffiths, Brown, Stevens, Baumeister,					
	Selfridge and Wyatt)					
Motion	Motion to approve Consent Calendar Resolutions 452 through 463					
Roll Call Vote	Cafero Finnerty Hodson Pfrommer McCullough					

XVI. Resolution (Bill List)

Number	Title				
464	Authorizing payment of all bills pursuant to Exhibit A				
Motion	Motion to adopt Resolution 464				
Roll Call Vote	Cafero	Finnerty	Hodson	Pfrommer	McCullough

XVII. Reports

Township Committee: Administrator:

XVIII. Approvals

Motion	Motion to approve the regular meeting minutes from the November 7, 2018, Township Committee Meeting
Vote	

Motion	Novemb		wnship Con	0	ninutes from the ng, pursuant to
Roll Call Vote	Cafero	Finnerty	Hodson	Pfrommer	McCullough

Motion	Motion to approve departmental reports for the month of October 2018
Vote	

XIX. Adjournment

Motion	Motion to adjourn the meeting
Vote	

Resolution No. 451 of 2018 is Void

Egg Harbor Township Resolution No. 451

2018

Authorizing the Township Committee to convene into a Closed Executive Session to discuss matters which may involve personnel and/or legal matters

WHEREAS, the Open Public Meetings Act, P.L. 1975, Chapter 22

the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion

WHEREAS, the Governing Body wish

matters as follows:

Harı

Dated:

Person

che confidentiality of the Lan be made public; Luwnship Committee of the Township of Egg La sey that the public be excluded from this meeting.

n of

Eileen M. Tedesco, RMC Township Clerk

Ordinance No. 48

2018

An ordinance fixing the salaries of certain officials and employees (Policemen's Benevolent Association) of the Township of Egg Harbor for the year 2019

WHEREAS, pursuant to <u>N.I.S.A.</u> 40A:9-165, the setting of such salaries shall be by promulgation of Township Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Egg Harbor, in the County of Atlantic, New Jersey as follows:

SECTION 1. *Salaries.* That the salaries and compensation of certain officials and employees of Egg Harbor Township hereinafter named shall, commencing January 1, 2019, be and the same are hereby fixed and determined to be base salaries as follows and shall be payable in biweekly payments:

PBA					
Lieutenant	\$4,750.07				
Sergeant	\$4,318.27				
Patrolman hired prior to December 31, 2017					
11 th Year and up	\$3,925.71				
10 th Year	\$3,697.71				
9 th Year	\$3,473.47				
8 th Year	\$3,229.80				
7 th Year	\$2,997.63				
6 th Year	\$2,753.02				
5 th Year	\$2,508.42				
4 _{th} Year	\$2,263.81				
3 rd Year	\$2,019.21				
2 nd Year	\$1,774.60				

SECTION 2. *Salaries.* That the salaries and compensation of certain officials and employees of Egg Harbor Township hereinafter named shall, commencing January 1, 2019, be and the same are hereby fixed and determined to be base salaries as follows and shall be payable in biweekly payments:

РВА					
Patrolman hired after January 1, 2018					
15 th Year and up	\$3,925.71				
14 th Year	\$3,759.97				
13 th Year	\$3,594.00				
12 th Year	\$3,428.02				
11 th Year	\$3,262.05				
10 th Year	\$3,096.07				
9 th Year	\$2,930.10				
8 _{th} Year	\$2,764.12				
7 th Year	\$2,598.15				
6 th Year	\$2,432.17				

5 th Year	\$2,266.20
4 th Year	\$2,100.22
3 rd Year	\$1,934.25
2 nd Year	\$1,768.27
1 st Year	\$1,602.30

Section 3. All ordinances and parts of Ordinances inconsistent with the provisions of this ordinance are, to the extent of such inconsistency, hereby repealed.

Section 4. Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

Section 5. This Ordinance shall take effect on January 1, 2019.

Notice is hereby given that the foregoing ordinance was introduced at a meeting of the Township Committee of the Township of Egg Harbor, in the County of Atlantic and State of New Jersey, held November 7, 2018, and will be further considered for final passage after a public hearing thereon at a regular meeting of said Township Committee in the Township Hall, in said Township on November 28, 2018.

Dated: November 7, 2018

Eileen M. Tedesco, RMC Township Clerk

Ordinance No. 49

2018

An ordinance fixing the salaries of certain officials and employees (Communications Workers of America Union) of the Township of Egg Harbor for the year 2019

WHEREAS, pursuant to <u>N.I.S.A.</u> 40A:9-165, the setting of such salaries shall be by promulgation of Township Ordinance;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, in the County of Atlantic, New Jersey as follows:

SECTION 1: *Salaries.* That the salaries and compensation of certain officials and employees of Egg Harbor Township hereinafter named shall, commencing January 1, 2019, be and the same are hereby fixed and determined to be base salaries as follows and shall be payable in biweekly payments:

CWA Bargaining Unit Employees				
The chart annexed hereto as <u>Exhibit A</u> , incorporated herein and made a part hereof, contains the salary for those personnel covered under the CWA Collective Bargaining Agreement as follows:				
Category A	Director of Public Works			
Category B	Construction Official and Tax Collector			
Category C	Fire Official			
Category D	Court Administrator and Director of Recreation			
Category E	Tax Assessor			
Category F	Land Use Administrator			

SECTION 2: All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 3: Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

SECTION 4: This Ordinance shall take effect on January 1, 2019.

Notice is hereby given that the foregoing ordinance was introduced at a meeting of the Township Committee of Egg Harbor Township, in the County of Atlantic, New Jersey, held November 7, 2018 and will be further considered for final passage after a public hearing thereon at a regular meeting of said Township Committee to be held in the Township Hall, in said Township on November 28, 2018.

Dated: November 7, 2018

Eileen M. Tedesco, RMC Township Clerk

Ordinance No. 49

2018

An ordinance fixing the salaries of certain officials and employees (Communications Workers of America Union) of the Township of Egg Harbor for the year 2019

	Category A	Category B	Category C	Category D	Category E	Category F
Level 1	79,070	70,747	67,626	68,666	65,545	56,182
Level 2	82,063	73,699	70,418	71,126	68,240	57,683
Level 3	85,055	76,650	73,208	73,586	70,936	59,124
Level 4	88,048	79,602	76,000	76,045	73,630	60,596
Level 5	91,040	82,554	78,791	78,504	76,325	62,067
Level 6	94,033	85,464	81,582	80,965	79,019	63,538
Level 7	97,024	88,456	84,373	83,425	81,715	65,010
Level 8	99,888	91,408	87,165	85,566	84,410	66,481
Level 9	102,862	94,087	89,737	87,980	87,104	68,619
Level 10	105,836	97,004	92,500	90,394	89,799	70,792

	Category A	Category B	Category C	Category D	Category E	Category F
Level 1	3,029.52	2,710.62	2,591.03	2,630.90	2,511.31	2,152.55
Level 2	3,144.18	2,823.72	2,698.00	2,725.12	2,614.56	2,210.08
Level 3	3,258.80	2,936.78	2,804.92	2,819.38	2,717.85	2,265.30
Level 4	3,373.50	3,049.88	2,911.89	2,913.60	2,821.06	2,321.69
Level 5	3,488.13	3,162.98	3,018.81	3,007.83	2,924.31	2,378.05
Level 6	3,602.79	3,274.47	3,125.73	3,102.09	3,027.56	2,434.40
Level 7	3,717.41	3,389.14	3,232.70	3,196.35	3,130.85	2,490.79
Level 8	3,827.11	3,502.23	3,339.66	3,278.38	3,234.10	2,547.15
Level 9	3,941.07	3,604.86	3,438.18	3,370.89	3,337.31	2,629.07
Level 10	4,055.03	3,716.63	3,544.05	3,463.39	3,440.57	2,712.33

Ordinance No. 50

2018

An ordinance fixing the salaries of certain officials and employees of the Township of Egg Harbor for the year 2019

WHEREAS, pursuant to <u>N.I.S.A.</u> 40A:9-165, the setting of such salaries shall be by promulgation of Township Ordinance;

NOW, THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Egg Harbor, in the County of Atlantic, New Jersey as follows:

SECTION 1: *Salaries.* That the salaries and compensation of certain officials and employees of Egg Harbor Township hereinafter named shall, commencing January 1, 2019, be and the same are hereby fixed and determined to be base salaries as follows and shall be payable in biweekly payments:

Noncontractuals	
Municipal Administrator	5,300-6,838
Chief Finance Officer	2,860-3,756
Township Clerk	2,860-3,652
Municipal Court Judge	2,885-3,395
Manager of Information Technology	2,650-3,551
Deputy Administrator	2,400-3,537
Deputy Township Clerk	2,120-2,802
Deputy Finance Officer	2,120-2,802
Deputy Tax Collector	2,120-2,802
Public Works Division Manager	2,120-2,802
Communications Supervisor	2,120-2,802
Police Records Supervisor	2,120-2,802
Deputy Court Administrator	2,120-2,802
Director of Ambulance Services	2,120-2,802
Building Sub code Official	2,100-2,660
Information Technology Specialist	1,820-2,402
Code Inspector	1,800-2,192
Program Manager	1,500-2,494
Administrative Secretary	1,400-2,119
Secretary to Chief of Police	1,400-2,161
Assistant to Secretary to Chief of Police	1,200-1,925
Assistant to Administrative Secretary	1,150-1,300
Crime/Crash Analyst	1,400-1,780
Police Chief	6,330
Police Chief - Hired after January 1, 2019	5,866
Deputy Police Chief	5,587
Police Captain	5,321
Mayor	708.81
Deputy Mayor	689.66

Township Committee	689.66
Police Officer – Class II	16.00-19.00 per hour
Police Officer – Class III	30.00 per hour
Life Guard/Instructor (per hour)	8.85-20.00 per hour
Part-Time Employees (per hour)	8.85-40.00 per hour
Part-Time Emergency Medical Technicians (EMT's)	16.00-19.00 per hour
Part-Time Emergency Medical Technician Acting	2.00 per hour differential
Supervisor	
Hourly differential of \$2 per hour to be paid for the	Overnight Shift
following hours	(11:00 p.m. until 7:00 a.m.)
	Weekend Shift (7:00 a.m.
	Saturday until 7:00 a.m.
	Monday)
Hourly differential of \$5 per hour to be paid for	New Year Day;
working on the following days:	Thanksgiving Day;
	Christmas Day; and
	New Year's Eve,
	commencing at 7 p.m.

SECTION 2: The Township Clerk shall immediately, upon final passage and publication of this Ordinance, make and file in the Office of the Clerk of the County of Atlantic a copy of this Ordinance, together with a copy of the proof of publication thereof, duly certified by her, under the corporate seal of the Township of Egg Harbor, for recording as required by law.

SECTION 3: All ordinances and parts of Ordinances inconsistent with the provisions of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 4: Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

SECTION 5: This Ordinance shall take effect on January 1, 2019.

NOTICE IS HEREBY GIVEN THAT THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE TOWNSHIP COMMITTEE OF EGG HARBOR TOWNSHIP, IN THE COUNTY OF ATLANTIC, NEW JERSEY, HELD NOVEMBER 7, 2018, WILL BE FURTHER CONSIDERED FOR FINAL PASSAGE AFTER A PUBLIC HEARING THEREON AT A REGULAR MEETING OF SAID TOWNSHIP COMMITTEE TO BE HELD IN THE TOWNSHIP HALL, IN SAID TOWNSHIP ON NOVEMBER 28, 2018, AT 5:30 P.M.

Dated: November 7, 2018

Eileen M. Tedesco, RMC Township Clerk

Ordinance No. 51

2018

An ordinance to amend the Code of the Township of Egg Harbor, Chapter 57, entitled "Affordable Housing"

BE IT ORDAINED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey as follows:

SECTION 1: Chapter 57 of the Code of the Township of Egg Harbor is hereby amended by deleting it in its entirety and replacing it as follows:

§57-1. Purpose.

- A. This Chapter is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability and that low- and moderate-income households shall occupy these units. This Chapter shall apply except where inconsistent with applicable law.
- B. The Township of Egg Harbor Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at <u>N.J.S.A</u>. 40:55D-1, et seq. (hereinafter "Fair Share Plan"). The Fair Share Plan was endorsed by the governing body. The Fair Share Plan describes how the Township of Egg Harbor shall address its fair share of low- and moderate-income housing as documented in the Fair Share Plan itself, the Settlement Agreement entered into between the Township and Fair Share Housing Center ("FSHC") on August 16, 2017 (hereinafter "FSHC Settlement Agreement"), and the Superior Court Order approving same, which was entered by the Court on October 17, 2017 after a properly noticed Fairness Hearing.
- C. The Township of Egg Harbor shall track the status of the implementation of the Fair Share Plan.

§57-2 Monitoring and Reporting Requirements.

The Township of Egg Harbor shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Superior Court-approved Housing Element and Fair Share Plan:

A. Beginning one year after the entry of the Township's Round 3 Judgment of Compliance and Repose, and on every anniversary of that date through 2025, the Township shall provide an annual report of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). The report shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

- B. Beginning one year after the entry of the Township's Round 3 Judgment of Compliance and Repose, and on every anniversary of that date through 2025, the Township agrees to provide an annual report of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by COAH, or any other forms endorsed by the Superior Court Appointed Special Master and FSHC.
- C. The Fair Housing Act includes two provisions regarding action to be taken by the Township during its ten (10) year repose period. The Township will comply with those provisions as follows:
 - (1) For the midpoint realistic opportunity review due on July 2, 2020, as required pursuant to <u>N.J.S.A.</u> 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the Township, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be revised or supplemented. Any interested party may by motion request a hearing before the Superior Court regarding these issues.
 - (2) For the review of very low income housing requirements required by <u>N.J.S.A.</u> 52:27D-329.1, within thirty (30) days of the third anniversary of the entry of the Township's Judgement of Compliance and Repose, and every third year thereafter, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the Township and FSHC on the issue of whether the Township has complied with its very low income housing obligation under the terms of this settlement.
 - (3) In addition to the foregoing postings, the Township may also elect to file copies of its reports with COAH or its successor agency at the State level.

§57-3 Definitions.

The following terms when used in this Chapter shall have the meanings given in this Section:

"ACT" means the Fair Housing Act of 1985, P.L. 1985, c. 222 (<u>N.J.S.A</u>. 52:27D-301 et seq.) as has been subsequently amended.

"ADAPTABLE" means constructed in compliance with the technical design standards of the Barrier Free Subcode, <u>N.J.A.C.</u> 5:23-7.

"ADMINISTRATIVE AGENT" means the entity responsible for the administration of affordable units in accordance with this ordinance, applicable COAH regulations and the Uniform Housing Affordability Controls (UHAC) (N.J.A.C. 5:80-26.1 et seq.)

"AFFIRMATIVE MARKETING" means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to <u>N.J.A.C.</u> 5:80-26.15.

"AFFORDABILITY AVERAGE" means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

"AFFORDABLE" means, a sales price or rent within the means of a low- or moderate-income household as defined by COAH in its applicable regulations or an equivalent controlling New Jersey state agency; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in <u>N.J.A.C.</u> 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in <u>N.J.A.C.</u> 5:80-26.12, as may be amended and supplemented.

"AFFORDABLE DEVELOPMENT" means a housing development all or a portion of which consists of restricted units.

"AFFORDABLE HOUSING DEVELOPMENT" means a development included in the Township's Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one hundred percent (100%) affordable development.

"AFFORDABLE HOUSING PROGRAM(S)" means any mechanism in the Township's Fair Share Plan prepared or implemented to address the Township's fair share obligation.

"AFFORDABLE UNIT" means a housing unit proposed or created pursuant to the Act, credited pursuant to applicable COAH regulations, the FSHC Settlement Agreement, or an order of the Superior Court.

"AGENCY" means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

"AGE-RESTRICTED UNIT" means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least eighty percent (80%) of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 <u>U.S.C.</u> § 3607.

"ACCESSORY APARTMENT" shall mean a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

"ASSISTED LIVING RESIDENCE" means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four (4) or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one (1) unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

"CERTIFIED HOUSEHOLD" means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

"COAH" means the New Jersey Council on Affordable Housing.

"THE DEPARTMENT" means the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (<u>N.J.S.A</u>. 52:27D-301 et seq.).

"DCA" means the State of New Jersey Department of Community Affairs.

"DEFICIENT HOUSING UNIT" means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

"DEVELOPER" means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

"DEVELOPMENT" means the division of a parcel of land into two (2) or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to <u>N.J.S.A.</u> 40:55D-1 et seq.

"INCLUSIONARY DEVELOPMENT" means a development containing both affordable units and market rate units. Inclusionary developments must have a minimum twenty percent (20%) set aside of affordable units if the development has five (5) or more units and is a for-sale project, or a minimum fifteen percent (15%) set-aside if the development is a rental project. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

"LOW-INCOME HOUSEHOLD" means a household with a total gross annual household income equal to fifty percent (50%) or less of the median household income.

"LOW-INCOME UNIT" means a restricted unit that is affordable to a low-income household.

"MAJOR SYSTEM" means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

"MARKET-RATE UNITS" means housing not restricted to low- and moderate-income households that may sell or rent at any price.

"MEDIAN INCOME" means the median income by household size for the applicable county, as adopted annually by the Department.

"MODERATE-INCOME HOUSEHOLD" means a household with a total gross annual household income in excess of fifty percent (50%) but less than eighty percent (80%) of the median household income.

"MODERATE-INCOME UNIT" means a restricted unit that is affordable to a moderate-income household.

"MUNICIPAL HOUSING LIAISON" means the employee charged by the governing body with the responsibility for oversight and administration of the affordable housing program for Egg Harbor.

"NON-EXEMPT SALE" means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

"RANDOM SELECTION PROCESS" means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

"REGIONAL ASSET LIMIT" means the maximum housing value in each housing region affordable to a four-person household with an income at eighty percent (80%) of the regional median as defined by the Department's adopted Regional Income Limits published annually by the Department.

"REHABILITATION" means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Sub code, <u>N.J.A.C</u>. 5:23-6.

"RENT" means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

"RESTRICTED UNIT" means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of <u>N.J.A.C.</u> 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under Urban Home Ownership Recovery Program (UHORP) or Market Oriented Neighborhood Investment Program (MONI).

"UHAC" means the Uniform Housing Affordability Controls set forth in <u>N.J.A.C.</u> 5:80-26.1 et seq.

"VERY LOW-INCOME HOUSEHOLD" means a household with a total gross annual household income equal to thirty percent (30%) or less of the median household income.

"VERY LOW-INCOME UNIT" means a restricted unit that is affordable to a very low-income household.

"WEATHERIZATION" means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

§57-4 Applicability.

- A. The provisions of this Chapter shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Township of Egg Harbor pursuant to the Township's most recently adopted Housing Element and Fair Share Plan.
- B. This Chapter shall apply to <u>all</u> developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

§57-5 Rehabilitation Programs.

- The Township of Egg Harbor and FSHC have agreed that the Township's indigenous A. need rehabilitation obligation is ninety-one (91) units. The Township, through the Atlantic County Improvement Authority's rehabilitation program, has rehabilitated ninety-nine (99) units in the Township since April of 2001. Fourteen (14) of those units were rehabilitated after April 1, 2010, and are therefore creditworthy for the purposes of reducing the Township's ninety-one (91) unit rehabilitation to seventyseven (77) units. The Township will continue its efforts to rehabilitate the remaining seventy-seven (77) units during the Third Round Judgment of Compliance and Repose period via its continued participation in the Atlantic County Improvement Authority's rehabilitation program and/or through other rehabilitation programs selected by the Township. The rehabilitation programs will update and renovate deficient housing units occupied by low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to <u>N.J.A.C.</u> 5:28. The Township will continue to rehabilitate housing units to improve its housing stock and to continue to provide indigenous need affordable units.
 - (1) All rehabilitated rental and owner-occupied units shall remain affordable to low- and moderate-income households for a period of ten (10) years (the control period). For owner-occupied units, the control period will be enforced with a lien and for renter occupied units the control period will be enforced with a deed restriction.
 - (2) The Township of Egg Harbor shall dedicate an average of at least ten thousand dollars (\$10,000) for each unit to be rehabilitated through this program, reflecting the minimum hard cost of rehabilitation for each unit.
 - (3) Units in the rehabilitation programs shall be exempt from <u>N.J.A.C</u>. 5:93-9 and UHAC requirements, but shall be administered in accordance with the following:
 - i. If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented

to a low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to <u>N.J.A.C</u>. 5:93-9 and UHAC.

- ii. If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to <u>N.I.A.C.</u> 5:93-9 and UHAC.
- iii. Rents in rehabilitated units may increase annually based on the standards in <u>N.J.A.C.</u> 5:93-9 or the standards issued by a New Jersey administrative agency with proper authority to issue such standards.
- iv. Applicant and/or tenant households shall be certified as incomeeligible in accordance with <u>N.J.A.C</u>. 5:93-9 and UHAC, except that households in owner occupied units shall be exempt from the regional asset limit.

§57-6 Alternative Living Arrangements.

- A. The administration of an alternative living arrangement shall be in compliance with <u>N.J.A.C.</u> 5:93-5.8 and UHAC, with the following exceptions:
 - (1) Affirmative marketing <u>(N.J.A.C.</u> 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Superior Court; and
 - (2) Affordability average and bedroom distribution (<u>N.J.A.C</u>. 5:80-26.3).
- B. With the exception of units established with capital funding through a twenty (20) year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least thirty (30) year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Superior Court.
- C. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

§57-7 Phasing Schedule for Inclusionary Developments.

In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed		
25	0		
25+1	10		
50	50		
75	75		
90	100		

§57-8 New Construction.

- A Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:
 - (1) The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. At least thirteen percent (13%) of all restricted rental units shall be very low income units (affordable to a household earning thirty percent (30%) or less of regional median income by household size). The very low income units shall be counted as part of the required number of low income units within the development. At least fifty percent (50%) of the very low income units must be available to families.
 - (2) In each affordable development, at least fifty percent (50%) of the restricted units within each bedroom distribution shall be very low or low-income units.
 - (3) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - i. The combined number of efficiency and one (1) bedroom units shall be no greater than twenty percent (20%) of the total low- and moderate-income units;
 - ii. At least thirty percent (30%) of all low- and moderate-income units shall be two (2) bedroom units;
 - iii. At least twenty percent (20%) of all low- and moderate-income units shall be three (3) bedroom units; and
 - iv. The remaining units may be allocated among two (2) and three (3) bedroom units at the discretion of the developer.
 - (4) Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted lowand moderate-income units within the inclusionary development. This standard may be met by having all one (1) bedroom units or by having a two (2) bedroom unit for each efficiency unit.
- B. Accessibility Requirements:
 - (1) The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, <u>N.J.A.C.</u> 5:23-7 and the following:
 - (2) All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one (1) other dwelling unit shall have the following features:
 - i. An adaptable toilet and bathing facility on the first floor; and

- ii. An adaptable kitchen on the first floor; and
- iii. An interior accessible route of travel on the first floor; and
- iv. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
- v. If all of the foregoing requirements in 2.(i) through 2.(iv) cannot be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs 2.(i) through 2.(iv) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and
- vi. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free Sub Code, N.J.A.C. 5:23-7, or evidence that Egg Harbor has collected funds from the developer sufficient to make ten percent (10%) of the adaptable entrances in the development accessible:
 - a. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - b. To this end, the builder of restricted units shall deposit funds into the Township of Egg Harbor's Affordable Housing Trust Fund sufficient to install accessible entrances in ten percent (10%) of the affordable units that have been constructed with adaptable entrances.
 - c. The funds deposited under paragraph vi.(b) above shall be used by the Township of Egg Harbor for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - d. The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Township of Egg Harbor for the conversion of adaptable to accessible entrances.
 - e. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Sub Code, <u>N.J.A.C.</u> 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's Affordable Housing Trust Fund in care of the Township Chief Financial Officer who shall ensure that the

funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

- v. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Sub Code, <u>N.J.A.C.</u> 5:23-7
- C. Design:
 - (1). In inclusionary developments, low- and moderate-income units shall be integrated with the market units to the extent possible.
 - (2). In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.
- D. Maximum Rents and Sales Prices:
 - (1). In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the <u>uncapped</u> Section 8 income limits published by HUD.
 - (2). The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than sixty percent (60%) of median income, and the average rent for restricted rental units shall be affordable to households earning no more than fifty-two percent (52%) of median income.
 - (3). The developers and/or municipal sponsors of restricted rental units shall establish at least one (1) rent for each bedroom type for both low-income and moderate-income units, provided that at least thirteen percent (13%) of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.
 - (4). The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than seventy percent (70%) of median income, and each affordable development must achieve an affordability average of fifty-five percent (55%) for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three (3) different sales prices for each bedroom type, and low-income ownership units must be available for at least for each bedroom type.
 - (5). In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

- i. A studio shall be affordable to a one (1) person household;
- ii. A one (1) bedroom unit shall be affordable to a one and one-half (1.5) person household;
- iii. A two (2) bedroom unit shall be affordable to a three (3) person household;
- iv. A three (3) bedroom unit shall be affordable to a four and one-half (4.5) person household; and
- v. A four (4) bedroom unit shall be affordable to a six (6) person household.
- (6). In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
 - i. A studio shall be affordable to a one (1) person household;
 - ii. A one (1) bedroom unit shall be affordable to a one and one-half (1.5) person household; and
 - iii. A two (2) bedroom unit shall be affordable to a two (2) person household or to two (2) one (1) person households.
- (7). The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to ninety-five percent (95%) of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed twenty-eight percent (28%) of the eligible monthly income of the appropriate size household as determined under <u>N.J.A.C.</u> 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of <u>N.J.A.C.</u> 5:80-26.3, as may be amended and supplemented.
- (8). The initial rent for a restricted rental unit shall be calculated so as not to exceed thirty percent (30%) of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under <u>N.I.A.C.</u> 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of <u>N.J.A.C.</u> 5:80-26.3, as may be amended and supplemented.
- (9). Income limits for all units that are part of the Township's Housing Element and Fair Share Plan, and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to <u>N.J.A.C.</u> 5:80-26.1, shall be updated by the

Township annually within thirty (30) days of the publication of determinations of median income by HUD as follows:

- i. The income limit for a moderate-income unit for a household of four shall be eighty percent (80%) of the HUD determination of the median income for COAH Region 6 for a family of four. The income limit for a low-income unit for a household of four shall be fifty percent (50%) of the HUD determination of the median income for COAH Region 6 for a family of four. The income limit for a very low income unit for a household of four shall be thirty percent (30%) of the HUD determination of the median income for COAH Region 6 for a family of four. The income limit for a very low income unit for a household of four shall be thirty percent (30%) of the HUD determination of the median income for COAH Region 6 for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than the previous year.
- ii. The income limits are based on carrying out the process in paragraph 9(i) based on HUD determination of median income for the current Fiscal Year, and shall be utilized by the Township until new income limits are available.
- (10). In establishing sale prices and rents of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established by the Council:
 - i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region determined pursuant to paragraph 9. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
 - ii. The rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Southern New Jersey Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent (9%) in any one (1) year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

§57-9 Utilities.

- A. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
- B. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by the NJDCA for its Section 8 program.

§57-10 Occupancy Standards.

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

- A. Provide an occupant for each bedroom;
- B. Provide children of different sexes with separate bedrooms;
- C. Provide separate bedrooms for parents and children; and
- D. Prevent more than two (2) persons from occupying a single bedroom.

§57-11 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with <u>N.J.A.C.</u> 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Chapter for a period of at least thirty (30) years, until Egg Harbor Township takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of <u>N.J.A.C.</u> 5:80-26.1, as may be amended and supplemented.
- B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- C. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer, shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
- D. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer, a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Chapter, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- E. The affordability controls set forth in this Chapter shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- F. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under <u>N.J.A.C.</u> 5:80-26.5(a), as may be amended and supplemented.

§57-12 Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

Price restrictions for restricted ownership units shall be in accordance with <u>N.J.A.C</u>. 5:80-26.1, as may be amended and supplemented, including:

- A. The initial purchase price for a restricted ownership unit shall be approved by the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer.
- B. The Township's Administrative Agent, or an Administrative Agent appointed by a particular developer, shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- C. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers, unless the master deed for the inclusionary project was executed prior to the enactment of UHAC.
- D. The owners of restricted ownership units may apply to the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer, to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

§57-13 Buyer Income Eligibility.

- A. Buyer income eligibility for restricted ownership units shall be in accordance with <u>N.J.A.C</u>. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to fifty percent (50%) of median income and moderate-income ownership units shall be reserved for households with a gross household income less than eighty percent (80%) of median income.
- B. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderateincome household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed thirty-three percent (33%) of the household's eligible monthly income.

§57-14 Limitations on Indebtedness Secured by Ownership Unit; Subordination.

A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer, for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer, shall issue such determination prior to the owner incurring such indebtedness.

B. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed ninety-five percent (95%) of the maximum allowable resale price of the unit, as such price is determined by the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer, in accordance with N.I.A.C. 5:80-26.6(b).

§57-15 Capital Improvements to Ownership Units.

- A. The owners of restricted ownership units may apply to the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer, to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.
- B. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer, at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to ten (10) year, straight-line depreciation, has been approved by the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer. Unless otherwise approved by the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

§57-16 Control Periods for Restricted Rental Units.

- A. Control periods for restricted rental units shall be in accordance with <u>N.J.A.C.</u> 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Chapter for a period of at least thirty (30) years, until Egg Harbor Township takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of <u>N.J.A.C.</u> 5:80-26.1, as may be amended and supplemented.
- B. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with

the records office of the County of Atlantic. A copy of the filed document shall be provided to the Township's Administrative Agent within thirty (30) days of the receipt of a Certificate of Occupancy.

- C. A restricted rental unit shall remain subject to the affordability controls of this Chapter despite the occurrence of any of the following events:
 - (1). Sublease or assignment of the lease of the unit;
 - (2). Sale or other voluntary transfer of the ownership of the unit; or
 - (3). The entry and enforcement of any judgment of foreclosure on the property containing the unit.

§57-17 Rent Restrictions for Rental Units; Leases.

- A. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer.
- B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer.
- C. Application fees (including the charge for any credit check) shall not exceed five percent (5%) of the monthly rent of the applicable restricted unit and shall be payable to the Developer and/or Landlord or to the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer. If the fees are paid to the Township's Administrative Agent or an Administrative Agent appointed by a particular developer they are to be applied to the costs of administering the controls applicable to the unit as set forth in this Chapter.
- D. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least fifteen percent (15%) of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

§57-18 Tenant Income Eligibility.

- A. Tenant income eligibility shall be in accordance with <u>N.J.A.C.</u> 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
 - (1). Very low-income rental units shall be reserved for households with a gross household income less than or equal to thirty percent (30%) of the regional median household income by household size.

- (2). Low-income rental units shall be reserved for households with a gross household income less than or equal to fifty percent (50%) of the regional median household income by household size.
- (3). Moderate-income rental units shall be reserved for households with a gross household income less than eighty percent (80%) of the regional median household income by household size.
- B. The Township's Administrative Agent, or aa qualified Administrative Agent appointed by a particular developer, shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed thirty-five percent (35%)(forty percent (40%) for age-restricted units) of the household's eligible monthly income as determined pursuant to <u>N.J.A.C.</u> 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - (1). The household currently pays more than thirty-five percent (35%) (forty percent (40%) for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - (2). The household has consistently paid more than thirty-five percent (35%) (forty percent (40%) for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - (3). The household is currently in substandard or overcrowded living conditions;
 - (4). The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - (5). The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of the circumstances in A.(1). through B.(5). above with the Township's Administrative Agent, or an Administrative Agent appointed by a particular developer, who shall counsel the household on budgeting.

§57-19 Municipal Housing Liaison.

- A. The position of Municipal Housing Liaison (MHL) for the Township of Egg Harbor is established by this Chapter. The Township shall make the actual appointment of the MHL by means of a resolution.
 - (1). The MHL must be either a full-time or part-time employee of Egg Harbor.
 - (2). The person appointed as the MHL must be reported to the Superior Court and thereafter posted on the Township's website.

- (3). The MHL must meet all the requirements for qualifications, including initial and periodic training, if such training is made available by COAH or the DCA.
- (4). The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Egg Harbor, including the following responsibilities which may not be contracted out to the Administrative Agent, or the Administrative Agent appointed by a specific developer:
 - i. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 - ii. The implementation of the Affirmative Marketing Plan and affordability controls;
 - iii. When applicable, supervising any contracting Administrative Agent;
 - iv. Monitoring the status of all restricted units in the Township's Fair Share Plan;
 - v. Compiling, verifying and submitting annual reports as required;
 - vi. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
 - vii. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Affordable Housing Professionals of New Jersey (AHPNJ), if such continuing education opportunities are made available by COAH or the DCA.
- B. Subject to the approval of the Superior Court, the Township of Egg Harbor shall designate one (1) or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the Township in accordance with UHAC and this Chapter. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the Township Committee and may be subject to approval of the Superior Court appointed Special Master or the Superior Court. The Operating Manual(s) shall be available for public inspection in the office of the Township Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s).

§57-20 Administrative Agent.

An Administrative Agent may be either an independent entity serving under contract to and reporting to the Township, or reporting to a specific individual developer. The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required. The Township Administrative Agent shall monitor and work with any individual Administrative Agents appointed by individual developers. The

Administrative Agent(s) shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

- A. Affirmative Marketing:
 - (1). Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Township of Egg Harbor and the provisions of N.J.A.C. 5:80-26.15; and
 - (2). Providing counseling or contracting to provide counseling services to lowand moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- B. Household Certification:
 - (1). Soliciting, scheduling, conducting and following up on interviews with interested households;
 - (2). Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - (3). Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
 - (4). Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;
 - (5). Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;
 - (6). Employing a random selection process as provided in the Affirmative Marketing Plan of the Township of Egg Harbor when referring households for certification to affordable units; and
 - (7). Notifying the following entities of the availability of affordable housing units in the Township of Egg Harbor: FSHC, the New Jersey State Conference of the NAACP, the Latino Action Network, the Atlantic County Branch of the NAACP, Senior Citizens United Community Services (S.C.U.C.S.), and the Supportive Housing Association.
- C. Affordability Controls:
 - (1). Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

- (2). Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- (3). Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Atlantic County Register of Deeds or Atlantic County Clerk's office after the termination of the affordability controls for each restricted unit;
- (4). Communicating with lenders regarding foreclosures; and
- (5). Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
- D. Resales and Re-rentals:
 - (1). Instituting and maintaining an effective means of communicating information between owners and the Township's Administrative Agent, or any Administrative Agent appointed by a specific developer, regarding the availability of restricted units for resale or re-rental; and
 - (2). Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.
- E. Processing Requests from Unit Owners:
 - (1). Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Chapter;
 - (2). Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;
 - (3). Notifying the Township of an owner's intent to sell a restricted unit; and
 - (4). Making determinations on requests by owners of restricted units for hardship waivers.
- F. Enforcement:
 - (1). Securing annually from the Township a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
 - (2). Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written

acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Township's Administrative Agent, or any Administrative Agent appointed by a specific developer;

- (3). Posting annually, in all rental properties (including two (2) family homes), a notice as to the maximum permitted rent together with the telephone number of the Township's Administrative Agent, or any Administrative Agent appointed by a specific developer, where complaints of excess rent or other charges can be made;
- (4). Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- (5). Establishing a program for diverting unlawful rent payments to the Township's Affordable Housing Trust Fund; and
- (6). Creating and publishing a written operating manual for each affordable housing program administered by the Township's Administrative Agent, or any Administrative Agent appointed by a specific developer, to be approved by the Township Committee and the Superior Court, setting forth procedures for administering the affordability controls.
- G. Additional Responsibilities:
 - 1. The Township's Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
 - 2. The Township's Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Chapter. The Township's Administrative Agent will be responsible for collecting monitoring information from any Administrative Agents appointed by specific developers.
 - 3. The Township's Administrative Agent, or any Administrative Agent appointed by a specific developer, shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

§57-21 Affirmative Marketing Requirements.

- A. The Township of Egg Harbor shall adopt by resolution an Affirmative Marketing Plan that is compliant with <u>N.J.A.C.</u> 5:80-26.15, as may be amended and supplemented.
- B. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed,

color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 6 and is required to be followed throughout the period of restriction.

- C. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 6, comprised of Atlantic, Cape May, Cumberland and Salem Counties.
- D. The Township has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and re-sales and re-rentals. The Township's Administrative Agent designated by the Township of Egg Harbor, or any Administrative Agent appointed by a specific developer, shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.
- E. In implementing the Affirmative Marketing Plan, the Township's Administrative Agent, or any Administrative Agent appointed by a specific developer, shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- F. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Township's Administrative Agent, or any Administrative Agent appointed by a specific developer, shall consider the use of language translations where appropriate.
- G. The affirmative marketing process for available affordable units shall begin at least one hundred twenty days (120) prior to the expected date of occupancy.
- H. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; and the municipal building in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.
- Ii. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

§57-22 Enforcement of Affordable Housing Regulations.

A. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

- B. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the Township may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of sixty (60) days after service of the written notice:
 - (1). The Township may file a court action pursuant to <u>N.J.S.A</u>. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Superior Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one (1) or more of the following penalties, at the discretion of the Court:
 - i. A fine of not more than five hundred (\$500.00) per day or imprisonment for a period not to exceed ninety (90) days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
 - ii. In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Egg Harbor Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - iii. In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
 - (2). The Township may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.
 - i. The judgment shall be enforceable, at the option of the Township, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the Township, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.
 - ii. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the

low- and moderate-income unit. The excess, if any, shall be applied to reimburse the Township for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the Township in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the Township in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the Township for the Owner and shall be held in such escrow for a maximum period of two (2) years or until such earlier time as the Owner shall make a claim with the Township for such. Failure of the Owner to claim such balance within the two (2) year period shall automatically result in a forfeiture of such balance to the Township. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the Township, whether such balance shall be paid to the Owner or forfeited to the Township.

- iii. Foreclosure by the Township due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- iv. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the Township may acquire title to the low- and moderateincome unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the lowand moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- v. Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the Township shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the Township, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

vi. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

§57-23 Appeals.

Appeals from all decisions of an Administrative Agent appointed pursuant to this Chapter shall be filed in writing with the Superior Court.

SECTION 3. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

SECTION 4. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Egg Harbor, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Revised General Ordinances of the Township of Egg Harbor are hereby ratified and confirmed, except where inconsistent with the terms hereof.

SECTION 5. The Township Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Atlantic County Planning Board and to all other persons entitled thereto pursuant to <u>N.J.S.A</u>. 40:55D-15, and <u>N.J.S.A</u>. 40:55D-63 (if required).

SECTION 6. After introduction, the Township Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Township of Egg Harbor for its review in accordance with <u>N.J.S.A.</u> 40:55D-26 and <u>N.J.S.A.</u> 40:55D-64. The Planning Board is directed to make and transmit to the Township Committee, within thirty-five (35) days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

SECTION 7. This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to <u>N.J.S.A.</u> 40:69A-149.7; (3) publication in accordance with the laws of the State of New Jersey; and (4) filing of the final form of adopted ordinance by the Clerk with (a) the Atlantic County Planning Board pursuant to <u>N.J.S.A.</u> 40:55D-16, and (b) the Township Tax Assessor as required by <u>N.J.S.A.</u> 40:49-2.1.

Notice is hereby given that the foregoing ordinance was introduced at a meeting of the Township Committee of Township of Egg Harbor, in the County of Atlantic, State of New Jersey, held November 7, 2018 and will be further considered for final passage after a public hearing thereon at a regular meeting of said Township Committee to be held in the Township Hall, in said Township on November 28, 2018.

Dated: November 7, 2018

Eileen M. Tedesco, RMC Township Clerk

James J. McCullough Mayor

Ordinance No. 52

2018

An ordinance providing for the acceptance of a deed conveying real property, being Lot 32.01 in Block 6203 (3108 Ocean Heights Avenue) and Lot 33 in Block 6203 (3106 Ocean Heights Avenue) of the Official Tax Map in the Township of Egg Harbor, County of Atlantic and State of New Jersey

BE IT ORDAINED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that:

SECTION 1: The Township of Egg Harbor is hereby authorized to accept as a donation without consideration, conveyance of Lot 32.01 in Block 6203 (3108 Ocean Heights Avenue) and Lot 33 in Block 6203 (3106 Ocean Heights Avenue) of the Official Tax Map of the Township of Egg Harbor. A deed from grantors, Leonard J. Tierno Revocable Trust and Faye C. Tierno Revocable Trust, shall be reviewed and approved by Township Solicitor prior to acceptance.

SECTION 2: All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 3: Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

SECTION 4: This Ordinance shall take effect upon final passage, adoption and publication in the manner prescribed by law.

NOTICE IS HEREBY GIVEN THAT THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE TOWNSHIP COMMITTEE OF EGG HARBOR, IN THE COUNTY OF ATLANTIC AND STATE OF NEW JERSEY, HELD NOVEMBER 7, 2018, AND WILL BE FURTHER CONSIDERED FOR FINAL PASSAGE AFTER A PUBLIC HEARING THEREON AT A REGULAR MEETING OF SAID TOWNSHIP COMMITTEE TO BE HELD IN THE TOWNSHIP HALL, IN SAID TOWNSHIP ON NOVEMBER 28, 2018.

Dated: November 7, 2018

Eileen Tedesco, RMC Township Clerk

Resolution No. 452

2018

Resolution adopting State of New Jersey Department of Transportation Federal Aid Policies and Procedures

WHEREAS, the Township of Egg Harbor received notice of Federal Aid funding for installing rumble strips in Township roadways from the State of New Jersey Department of Transportation; and

WHEREAS, the Township of Egg Harbor is required to draft and adopt Policies and Procedures for administering Federal Aid projects to include Policy and Procedures for administering a Federal Aid grant, Professional Services Contract for Federal Aid Projects, Construction Inspection Procedures for Federal Aid Projects, and Construction Contractor Payment Procedures for Federal Aid Projects; and

WHEREAS, the Township of Egg Harbor will receive Federal Aid eligibility approval for adopting the aforementioned Policies and Procedures; and

THEREFORE, the Township Committee of the Township of Egg Harbor has determined that Egg Harbor Township should adopt the aforementioned Policies and Procedures.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Egg Harbor, County of Atlantic, State of New Jersey, authorizes the adoption of the aforementioned Policies and Procedures for the Federal Aid eligibility approval.

Dated: November 28, 2018

Eileen M. Tedesco, RMC Township Clerk

Attachments

Resolution No. 452

2018

Resolution adopting State of New Jersey Department of Transportation Federal Aid Policies and Procedures

Exhibit A Policy & Procedures Locally Administered Federal Aid Projects

Resolution No. 452

2018

Resolution adopting State of New Jersey Department of Transportation Federal Aid Policies and Procedures

Exhibit B Professional Service Contract for Highway Aid Projects

Resolution No. 452

2018

Resolution adopting State of New Jersey Department of Transportation Federal Aid Policies and Procedures

Exhibit C Construction Inspection Procedures for Federal Aid Projects

Resolution No. 452

2018

Resolution adopting State of New Jersey Department of Transportation Federal Aid Policies and Procedures

Exhibit D

Construction Contractor Payment Procedures for Federal Aid Project



Township of Egg Harbor

Policy & Procedures

Locally Administered Federal Aid Projects

Date Adopted: November 28, 2018

Personnel Policies and Procedures Manual Township of Egg Harbor

I. GENERAL INFORMATION

Organizational Chart

Township of Egg Harbor

Department Organization

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Section 1. Scope & Applicability

The process detailed herein will ensure successful administration and inspection of roadway projects funded by Federal-Aid.

Section 2. Definitions

CFR - Code of Federal Regulations

<u>Federal Funded Project</u> – A design and construction project put forth by the Township of Egg Harbor, which is funded by the Federal Highway Administration's (FHWA) Federal-Aid Highway Program, which is managed by the appointed Project Engineer or Senior Project Manager depending whether the project is in the design phase or the construction phase.

FAR - Federal Acquisition Regulation

<u>FHWA</u> - Federal Highway Administration. FHW A provides oversight to the NJDOT and is the source of funding.

<u>LPA</u> - Local Public Agency. The Local Public Agency is the recipient of federal funds, generally through a State agency, for specific projects and purposes. In this case, the LPA is meant to be the Township of Egg Harbor.

<u>NJDOT</u> - New Jersey Department of Transportation. NJDOT provides oversight to the LPA and approves reimbursements to the LPA for funds spent.

<u>Project Engineer</u> – This is an appointed consultant who will oversee the project, including day to day operations, and be reporting to the Township's person in responsible charge during the design phase of the project and shall provide construction engineering support during the construction phase of the project.

<u>Responsible Charge</u> –A full time Township staff member responsible for the project. The Responsible Charge must remain in control of federally funded project while delegating necessary functions to others.

<u>Senior Project Manager</u> – This is the consultant who will oversee the project, including day to day operations, and will be reporting to the Township's person in responsible charge during the construction phase of the project.

Section 3. Procurement of Professional Services–Consultant Selection

Consultant Services funded in whole or in part with FAHP funds must be procured and administered in accordance with the requirements of the Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (2CFR 200). In addition, contracts for engineering and design related services directly related to a construction project must also comply with the requirements of 23 U.S.C. 112 and 23 CFR 172.

When the Township of Egg Harbor uses Federal-aid funds for engineering and design related consultant services, the Township's adopted policies and procedures must be followed, in accordance with 23 CFR 172.9. These policies and procedures address the following:

- Preparation of the consultant scope of work and cost estimate;
- Solicitation, evaluation, ranking, and consultant selection;
- Negotiation of reimbursement costs;
- Monitoring of the consultant's work; and
- Consultant errors and omissions

Title 23 CFR 172 allows three (3) procurement methods to be used to hire a consultant: competitive negotiation, small purchases and noncompetitive procurement. Competitive negotiation procedures generally apply and are commonly referred to as "qualification based selections". Qualification based selection requirements are defined by the Brooks Act, 40 U.S.C, and can be broken down into three steps:

- 1. Issuing a request for proposal, or RFP.
- 2. Selecting a consultant based on qualifications.
- 3. Negotiating a fair and reasonable cost and contract terms with the selected Consultant.

Request for Proposal (RFP)

- 1. The Township of Egg Harbor has written procedures detailing their consultant selection process for federal-aid projects. This procedure is approved by NJDOT for compliance to federal requirements.
- 2. The RFP must include a detailed scope of work, qualifications required, responsibilities, and deliverables.
- 3. The RFP must include an estimated schedule for the performance and delivery of the services.
- 4. The RFP must stipulate method of contract payment.
- 5. The RFP must clearly define the Township's evaluation criteria used to assess and rate the firms including the scoring rate of each criterion.
- 6. The qualification based evaluation criteria may take into consideration qualifications of staff, prior similar work experience, past performance, workload capacity, and technical project approach.
- 7. In-state or local hiring preferences are prohibited.
- 8. Consideration of price or any element of cost in the evaluation is prohibited in the evaluation, ranking, and selection of the most qualified consultant.
- 9. The RFP must be advertised for a sufficient amount of time to solicit as many proposals from as many qualified consultants as possible.
- 10. The RFP process must allow fair and open competition by providing opportunities for in-State and out-of-State consultants.
- 11. The Township shall follow federal requirements 23 USC 112 which requires that bidding methods be employed on federal aid contracts that are effective in securing competition. Section 112 of Title 23 USC mandates competitive bidding on contracts. 23 USC 112 also states that no requirements or obligations shall be imposed as a "condition precedent" to the award of a contract. To ensure that any contracts utilizing federal funds are not in conflict with any federal requirements, the following language shall be included in any federally funded contracts:

"Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19.44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of the language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19.44A-20.2 et seq., and 19.44A-20.25 et seq., will not adversely affect your condition of award."

Selection

- 12. All submitted proposals must be evaluated and ranked according to the evaluation criteria and scoring process outlined in the RFP.
- 13. The three (3) most qualified consultants should be listed in order of preference.

Negotiations

- 14. The Township must prepare an independent cost estimate that reflects the advertised scope of work to be used as the basis of negotiations.
- 15. Negotiation of costs and contract terms are conducted with the number-one ranked qualified consultant.
- 16. Only the tasks included in the RFP can be incorporated in the contract.
- 17. NJDOT is required to ensure the consultant contract is compliant with FAR cost principals when using federal-aid funds.
 - Allowable costs include those directly associated with the specific contract as well as overhead costs, also known as their indirect cost rate.
 - Only NJDOT approved overhead rates are used. Consultants that do not have approved overhead rates must be approved in accordance with NJDOT Procurement policies and procedures.
 - The approved overhead rate must be used for the purpose of estimating, negotiating, and making payment on the contract.

- 18. The methods of payment that shall be used are: lump sum, cost plus fixed fee, cost per unit of work or specific rates of compensation.
 - Lump Sum: The lump sum method shall not be used to compensate a consultant for construction engineering and inspection services except when the agency has established the extent, scope, complexity, character and duration of the work to be required to a degree that a fair and reasonable compensation including fixed fee can be determined.
 - Cost plus fixed fee: This method of payment reimburses the consultant for its direct and indirect costs (salary, overhead, direct expenses) in addition to a negotiated amount as a fixed fee. This type of agreement is typically used for projects where the level of effort is unknown or the final objectives cannot be fully identified or precisely defined.
 - Cost per unit of work: This method is used when the cost per unit can be established with reasonable accuracy at the time of procurement, but the extent of the work is undefined. Payment is made based on a preset amount per unit of work performed.
 - Specific rates of compensation: this method of payment reimburses the consultant for services based on direct labor hours at specific fixed hourly rates plus direct expenses/costs subject to an agreement maximum amount. The specific rates of compensation method should only be used when it is not possible to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy at the time of procurement.
- 19. The cost plus a percentage of cost and percentage of construction cost method of compensation shall not be used.

Contract Administration

If there are multiple federal aid projects, the person in responsible charge will ensure there are project binders for each project. They will also, along with the appropriate commissioner (usually revenue & finance and/or public works), determine that the appointed engineering firm has dedicated adequate staff to administer the multiple, concurrent activities of each project, including construction, inspection, oversight inspection, etc.

- 20. The Township must monitor the consultant's work throughout the life of the contract.
- 21. The Township must be adequately staffed to oversee the work, and must provide one (1) full time agency employee in responsible charge. This will typically be handled by the Township's Deputy Administrator.
- 22. The Township will submit the following to the NJDOT for reimbursement of partial payment vouchers: Partial payment (as per funding agreement on Form PV); Progress Report; Change Order (prior approval of change required); Evidence of costs to date incurred in the form of certifications or receipts of contractor payments (two (2) copies of backup payments must be submitted) and any other supporting backup documentation pertaining to costs incurred for that period. NJDOT will review invoices to ensure costs are consistent with FAR cost principals, contract terms, and progress of consultants work.
- 23. The Agreement between the Township and the NJDOT may be terminated by either party upon thirty (30) days written notice to the other party. Costs incurred by the Township as a result of the termination by the NJDOT may be included in the Township's claim for compensation. Costs incurred by the NJDOT as a result of the termination by the Township may be set off against the Township's claim for compensation under the terms of this Agreement or any other Agreement between the NJDOT and the Township until the costs have been fully repaid. The Township shall make any requests in writing.
- 24. The final closeout process of a federally funded project consists of three (3) distinct actions: Final Invoice Acceptance (Payment), Step 7A Request (Federal Acceptance), and Records Retention once the project is fully closed. For the actions of Final Invoice and Federal Acceptance, the Township shall submit to NJDOT the following documents:
 - Payment Voucher PV(C)-along with any backup documentation to substantiate all project costs (two (2) copies must be submitted))
 - Payment summary with all contract items/As-Builts or Purchase Order
 - Copy of check as evidence of Payment made
 - Chief Financial Officer's Certification indicating the project cost is part of the single audit or the final project will be made part of the next annual single audit. If neither is the case, then an Independent Auditor's Certification of final project cost is required.
 - Engineer's Certification-Project Completion-Original Copy

- LPA Release Statement from agreement for Federal Aid
- Form DC-173A-Federal Aid Change Order (2 pages)
- List of all As-built Quantities
- Form FHWA-47-Statement of Materials and Labor (for all NHS projects or projects over \$1 million dollars in construction costs)
- Any other documents that apply under special circumstances in accordance with the Local Aid "Federal Procedures Handbook"
- 25. The Township will evaluate the consultant's performance when the contract is complete.
- 26. All records pertaining to the consultant procurement and executed contract must be kept on file a minimum of three (3) years following submittal of the final invoice.

Section 4. Project Management

Responsible Charge

Title 23 CFR 635.105(a) (4) requires the Township to provide a full-time employee to be in responsible charge of Federal-aid construction projects. The person in responsible charge of LPA administered projects need not be an engineer. The "responsible charge" requirement applies even when a consultant is providing construction engineering services. The responsible charge for this will typically be the Deputy Township Administrator who will oversee the appointed Project Engineer and Senior Project Manager. At the beginning of a project, the Project Engineer and/or Senior Project Manager and person in responsible charge will set a schedule for reviewing the project for all required items below and progress payments. The Project Engineer and/or Senior Project Manager will be responsible for performing the following duties and functions depending on whether the project is in the design phase or construction phase:

- Administers inherently Government project activities, including those dealing with cost, time, adherence to contract requirements, construction quality, and scope of Federal-aid projects.
- Maintains familiarity of day to day project operations, including project safety issues.
- Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements.
- Visits and reviews the project on a frequency that is commensurate with the magnitude and complexity of the project.
- Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and
- Directs project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation.
- Is aware of the qualifications, assignments, and on-the-job performance of the agency and consultant staff at all stages of the project.

Federal regulations do not preclude the sharing of these duties and functions among a number of Township employees, nor do the regulations preclude one (1) employee from having responsible charge of several projects and directing project managers assigned to specific projects.

Construction Inspection

Title 23 CFR 635.105 requires projects receive adequate supervision and detailed construction inspection to ensure construction is completed in conformance with the approved plans and specifications. Likewise, the Township is required to be adequately staffed and suitably equipped to undertake and satisfactorily complete this work. The Township's detailed inspections and related source documents are the basis for payment of completed work. Title 23 CFR 635.123 requires the Township to have procedures in place to inspect and verify delivery and quality of materials and ensure that work has been completed in accordance with the plans and specifications. Source documentation should be reflected in inspector reports, daily diaries and engineering calculations.

The Senior Project Manager, an appointed consultant, shall create a project binder for each individual federal- aid project. The binder will be forwarded to the Deputy Township Administrator or their designated representative to maintain during completion of the project.

It is imperative that the project inspector note all daily activities for each individual workday during construction. This includes all compliance related to construction and not limited to non-compliance problems. The inspector shall complete a daily inspection report even during times that there is no work on-site.

At the end of every week, the inspector shall give all documents, received or completed for that day, to the Deputy Township Administrator or their designated representative so that copies can be made and included in the project binder. The documents included in the project binder are as follows, but not limited to:

- Daily inspection reports
- Wage rate inspection reports
- Material tickets
- Any certification such as "Buy America" certifications
- Testing reports

If any unforeseen changes or changed conditions occur during construction the construction inspector shall notify the Senior Project Manager. The Senior Project Manager and Project Engineer in conjunction with the inspector will determine if the necessary change will create a change order. At which time the Senior Project Manager will issue a completed field order form signed and dated by both the Senior Project Manager and the contractor. Field orders cannot be issued by the inspector without prior approval from the Project Engineer and Senior Project Manager.

Source Documentation

Title 23 CFR 635.123 requires the Township to adopt procedures that provide adequate assurance that the quantities of completed work on federal-aid construction projects will be determined accurately and on a uniform basis. The Township of Egg Harbor hereby adopts the procedures below. All such determinations and all related source documents upon which payment is based must be a matter of record. Additionally, all source documents pertaining to the determination of pay quantities must be retained for three (3) years after final payment and project closeout pursuant to 2 CFR 200.333-Retention Requirements for Records.

Source documents are the Township's handwritten receipt of exactly what was delivered, and how many or how much. They are the single most important form of documentation that substantiate quality and quantities and provide the required basis for payment to the contractor. Lack of source documentation can result in the loss of federal participation of funds. Source documents consist of notes/documentation of counts; measurements (length, width, depth, and slope); calculations of area, volume, weights; sketches; a statement of compliance with contract plans and specifications; field changes; comments; and delivery tickets collected and initialed by the inspector at the point of unloading.

The Township's source documentation must include the following at a minimum:

- Delivery tickets are received before placement of materials
- Testing of materials is documented in the project files and referenced in daily inspection reports
- Form DC-29's are used for daily inspection reports and the instructions included on the DC-29's are followed. DC-29's are supplemented with field notes and photographs that tie the work being done to the plans, specifications and related contract documents.

http://www.nj.gov/transportation/business/localaid/documents/DC-29a.pdf

- Inspection reports are <u>signed</u> and dated by the inspectors.
- The Senior Project Manager reviews and initials the daily inspection reports.
- The Senior Project Manager prepares a summary of pay quantities based on the daily inspection reports.
- The Senior Project Manager uses the summary of pay items to develop periodic pay estimates for the Township's person in responsible charge. The summary of pay items must be used for comparison and negotiations of contractor payment requests. The Township's person in responsible charge must ensure proper payments are being made in accordance with the contract provisions. Upon acceptance of the negotiated contractor

payment, a voucher request will be forwarded to the Township's Chief Financial Officer for contractor payment. Once contractor payment is made, the Township's Chief Financial Officer must prepare and submit a State voucher.

- Prevailing wage rate requirements of 23 U.S.C. and the Davis- Bacon Act must be met and documented in the Township's project files.
- Environmental commitments and/or permit requirements must be met and documented in the daily inspection reports.
- All pedestrian facilities must be constructed or reconstructed in accordance with the American with Disabilities Act (ADA) of 1990; Section 504 of the Rehabilitation Act of 1973;28 CFR Part 35.151 (e) and NJDOT Standard Construction Details and the NJDOT Design Manual.
- DBE requirements are monitored and enforced to ensure compliance with 49 CFR 26; the contract plans, specifications and related contract documents; the NJDOT Construction Handbook Section V, Subsection B and NJDOT DBE/ESBE Programs.
- Include provisions to identify the Township's full time employee in "responsible charge" of the project. This will typically be the Deputy Administrator.
- Any direct expenses associated with the contract will also be monitored.

Buy America

The Township, as required in Title 23 CFR 635.410, will require that all steel or iron products permanently incorporated within the scope of the NEPA determination for a FHWA project regardless if a specific contract does not utilize FAHP funding, must be manufactured in the United States. This includes application of coatings.

Buy America requirements apply to the entire federal-aid project. Steel or iron products purchased with non-federal funds are not exempt from this requirement.

Waivers are permissible in rare cases as specified in 23 CFR 635.410 (c) (1). Minimal use of foreign steel or iron is permissible if the costs of such materials does not exceed one-tenth (1/10) of one (1) percent of the total cost or \$2,500, whichever is greater as specified in 23 CFR 635.410 (b)(4). Buy America references from the latest version of the NJDOT Standard Specifications 10.03 also apply.

The Township's person in responsible charge is responsible for receiving the Buy America certification at time of delivery and prior to the steel or iron product being incorporated into the project. The Buy America certification must be current, signed, and dated and be specific to the materials. If a consultant engineer is hired for construction inspection, they will be turning over any "Buy America" certifications to the Township Clerk to be placed in the project binder. The person in responsible charge will determine that this process is being followed.

Title VI-DBE Compliance

Title VI-The law requires NJDOT, as a federal-aid recipient, and its sub-recipients and contractors prevent intentional or unintentional discrimination in all programs and activities and comply with the Title VI of the 1964 Civil Rights Act. The Township, as a sub-recipient, receiving federal funds is required to comply with this law. The Township is required to maintain a signed Title VI Nondiscrimination Policy Statement.

The Township requires, as required by Title 49 CFR 26, that Disadvantaged Business enterprises (DBE's) have an equal opportunity to receive and participate in federal-aid assisted construction contracts. The Township is responsible to award federal-aid contracts to only those bidders who make a good faith effort to meet the DBE goals established by NJDOT's Civil Rights Contract Compliance Unit. The Township must continuously monitor DBE participation as the project progresses and is responsible for ensuring the contract goals will be met at the time of project completion. Failure to comply with DBE goal requirements may result in the loss of federal funding. If a consultant engineer is hired for construction inspection, the Senior Project Manager will be responsible for reporting DBE compliance activity as stated in the items below to the Township's person in responsible charge. The Township's responsibilities include:

1. Verification of Recommendation to Award memorandum and Form CR-266F, "Schedule of Disadvantaged Business Enterprise (DBE)/Emerging Small Business Enterprise (ESBE)/Small Business Enterprise (SBE) Participation (former "Form A") to determine status of the subcontractors to monitor DBE/ESBE compliance.

- 2. Monitor participation by comparing contractors DBE/ESBE/SBE goal commitments against each Form DC-18, "Request for Approval to sublet". Cross check the Daily Work Reports with each affected Form DC-18, the Recommendation to Award, and the Form CR-267, Monthly Report of Utilization of ESBE/DBE or SBE.
- 3. Utilize Daily Work Report to document on-site monitoring of stipulated DBE work items and contractor performing the work to insure compliance.
- 4. The person in responsible charge must be made aware of non-compliance issues and direct the contractor in writing to comply with these requirements. Revisions can only be made to the approved DBE/ESBE/SBE program upon submission of a revised Form CR 266 by the contractor and review and approval by NJDOT.
- 5. Any DBE/ESBE/SBE goal commitments not fulfilled must be supported by Good Faith Effort documentation and reviewed and approved by NJDOT based on the guidance set forth in 49 CFR 26 Appendix A.

Section 5. Contract Changes, Project Schedules, Project Progress, Contract Completion

Contract Changes

The Township adopts the requirements of Title 23 CFR 635.120 and Section 104.03 of the NJDOT Standard Specifications, which govern changes in plans and specifications, and extra work. Deviations from the contract requirements shall not occur unless the Senior Project Manager issues a written field order or a Change Order is approved by the Department. Change Orders require written justification: breakdown of costs and quantities; and timely approvals. Contract changes and progress of work must be monitored daily. Types of changes include quantity increases and decreases; new work; and changes in the character of work.

Contract line item overruns are not permissible without NJDOT approval. Any sum in excess of the contract's current authorized funding amount cannot be expended until a Change Order is approved by NJDOT. All new or supplemental costs must be negotiated, itemized and justified. All documentation including a cost analysis of each negotiated cost must be included in the Change Order request and maintained in the project file.

Time shall always be evaluated as part of a change order. Extensions in contract time related to contract changes or extra work will only be granted for excusable, compensable delays as defined in Section 108.10 of the NJDOT Standard Specifications.

If a consultant engineer is hired for construction inspection, they are to report any contract changes to the person in responsible charge as soon as they are aware of them so that the procedures below can be followed.

<u>Change Order Process (Local)</u> - The Senior Project Manager shall coordinate with the Project Engineer, Construction Inspector and contractor to establish items, quantities, prices and/or contract time to be adjusted. The Township Administrator, Deputy Administrator and NJDOT representative are to be notified immediately of any change order situation. The Senior Project Manager, a consultant appointed by the Township Committee, will prepare the necessary forms and forward to the Township Clerk for consideration by the Township Committee.

<u>Change Order Process (Federal)</u> - Concurrent with the creation of the Local Change Order documents, the Federal Change Order forms must be created. Upon Township Committee approval of the Local Change Order, the Federal Change Order form is to be signed by the Senior Project Manager, and the Contractor, then presented to the Mayor for signature. Once complete, it shall be forwarded to the NJDOT representative for review and approval.

Contract Time

The Township adopts the following procedures for contract time. Contract time must be specified in the bid documents for all federal-aid projects, monitored by the Township each workday, and documented. A pre-construction conference shall be promptly scheduled following contract award and a Notice to Proceed (NTP) issued specifying the NTP date, project duration, and contract completion date.

Delays in work progress and completion result in delays in the use of the project, inconvenience to the public and increased inefficiencies leading to additional costs incurred by the NJDOT and the Township for engineering, inspection, and contract administration. The NJDOT Standard Specifications summarizes it simply by stating "Time is of the essence as to all time frames stated in the Contract." Every effort should be made to establish contract times that have the shortest practical durations.

Contract time extensions will only be granted for excusable delays specified in Section 108.11 of the NJDOT 2007 Standard Specifications. Contract time extensions must be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs. If a consultant engineer is hired for construction inspection they are to notify the person in responsible charge of any potential issues or delays with the timing of completion of the contract.

Liquidated Damages

The Township adopts the following procedures for liquidated damages. Liquidated damages must be specified for all federal-aid projects. Liquidated Damages are defined as the daily amount set forth in the contract to be deducted from the contract price to cover additional costs incurred by the local public agency because of a contractor's failure to complete work within the specified contract time.

Liquidated damages will be assessed by the Township for each day the contractor fails to complete work within the specified contract time. Failure to assess liquidated damages by the Township in accordance with the contract bids documents and federal-aid requirements may result in the loss of federal participation of funds.

If a consultant engineer is hired for construction inspection they will be responsible for reporting to the person in responsible charge if any liquidated damages need to be assessed. The person in responsible charge will review the documentation as provided by the consultant engineer to determine that the damages need to be assessed and may also review with the appropriate Township Committee Member and Township attorney (also an appointed consultant).

Progress Schedules

The Township is responsible for providing a progress schedule and monitoring contract progress to evaluate impacts to contract time pursuant to Section 153 of the NJDOT Standard Specifications.

Progress payments are compensation for the value of work performed during a covered period as specified in Title 23 CFR 635.123. The Township is responsible for documenting the project's progress, contractor payments, and contract completion to ensure adherence to the approved project schedule and specified contract time.

If a consultant engineer is hired for construction inspection they will be responsible for preparing timely and current project schedules for the person in responsible charge. At the beginning of a project, the consultant engineer and the person in responsible charge will set a schedule for progress payments and reviewing the project progress.

Disposition of Change Order Protests

The Township requires, as stated in Title 23 CFR 635.109, standardized changed conditions contract clauses for differing site conditions; suspensions of work ordered by the Township; and significant changes in the character of work on all federal-aid construction projects. The Township is responsible for resolving protests to change orders in accordance with 23 CFR 635.109 and Section 104.03.02 of the NJDOT 2007 Specifications.

If the contractor disagrees with any terms or conditions of a Change Order, a written protest must be submitted to the Township within fifteen (15) days of receipt of the Change Order. The Township will notify the NJDOT as soon as possible. (Agreement language and claims language; NJSA 59:13-1)

Submission of a written protest does not relieve the contractor from the obligation to proceed with work as directed by an approved change order.

If a consultant engineer is hired for construction inspection they will be responsible for turning in to the person in responsible charge a report on the status of any change orders that were protested at the times designated for reviewing project progress as designated in the project schedule requirements above.

Construction Contractor Payments

Unless otherwise specified, on the first day of each month or within thirty (30) days thereafter, the Senior Project Manager will estimate approximately the value of the work performed, and equipment, materials and supplies delivered on the ground inspected and accepted during the preceding month, according to these specifications, less any retainage, and shall be certified by the Senior Project Manager for payment to the Contractor. The value of the work, as estimated, will be determined by the lump sum and/or unit price bid. Requests for payment for materials on hand shall be accompanied with receipted invoice from supplier. Prior to such payment being made, the Contractor shall execute an agreement, provided by the Senior Project Manager and Township Administrator on behalf of the Township, which details the conditions of payment.

If, in the opinion of the Senior Project Manager, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Senior Project Manager shall be equitable.

No request for payment shall be approved until a Certification of Site Safety Conditions showing no unsafe conditions for each day worked in the payment request period has been furnished by the Contractor. When the work performed under this contract has been completed by the Contractor and accepted by the Township, the Senior Project Manager shall make a final estimate of the work and certify the same to the Township which shall for causes herein specified, pay to the Contractor the balance due, excepting therefrom such sum as may be lawfully retained under any provisions of the contract. All prior estimates and payments including those relating to extra work shall be subjected to corrections by this payment.

The Township shall pay the amount due to the prime contractor for each periodic payment, final payment or retainage monies not more than thirty (30) calendar days after the billing date, except as provided herein, which for periodic billing shall be established at the pre-construction meeting and memorialized in the minutes of the pre-construction meeting. The billing shall be deemed approved and certified twenty (20) days after the Township or Senior Project Manager receives it, as indicated by the date stamped received on the billing by the Township or Senior Project Manager, except as provided herein, unless the Township or Senior Project Manager provides, before the end of the twenty (20) day period, a written statement of the amount withheld and the reason for withholding payment. The Township is a governmental agency that requires the Township Committee Members to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the Township Committee, and paid during the Township's subsequent payment cycle.

For contracts \$100,000.00 and under for improvement to real property, the sum of ten percent (10%) of the amount due shall be held on each partial payment pending completion of the project.

If the total amount of the contract awarded for the project exceeds \$100,000.00. The provisions of N.J.S.A. 40A:11-1 et seq. provide that the Contractor may:

- 1. Agree to the withholding of payments in the manner prescribed in the contract, or may deposit with the contracting unit registered book bonds, entry municipal bonds, State bonds or other appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the contracting unit. For the purposes of this section, "value" shall mean par value or current market value, whichever is lower.
- 2. Such agreement will be indicated by signing of estimate or payment certificates unless written communication to the contrary is made to the Township and Senior Project Manager, or if the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal Government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such withholding, Any interest accruing on such cash withholdings shall be credited to the Township.

Furthermore, N.J.S.A. 40A;11-1 et seq. provides that for contracts over \$100,000.00 for improvement to real property:

- 1. From the total amounts due as ascertained through a current Senior Project Manager's estimate will be deducted an amount equivalent to two percent (2%) of the amount due on each partial payment shall be withheld by the Township pending completion of the contract.
- 2. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to this section, all amounts being withheld by the Township shall be released and paid in full to the contractor as required by law after final acceptance by the Township, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

Right of Way Acquisition

When the Township utilizes federal funds to purchase Right of Way it shall follow applicable federal and state requirements. Public Law 91-646, The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, commonly called the Uniform Act, is the primary law for acquisition and relocation activities on Federal or federally assisted projects and programs. Federal real estate acquisition statutes and regulations include:

United States Code (U.S.C.)

- Title 23 Highways
- Title 42, CHAPTER 61 Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs
- Title 49 Transportation

Code of Federal Regulations (CFR)

- 23 Part 710
- 49 Part 24

Other Federal, State, and local laws also govern public project and program activities.

Whenever any FHWA funding is used in a project (even if not used for right of way acquisitions) the FHWA exercises full oversight of the right of way acquisition process. In the case of locally lead projects, FHWA has delegated NJDOT the authority to review and approve any procedures associated with the right of way process.

Township of Egg Harbor



Professional Services Contract

For Federal Highway Aid Projects

Table of Contents

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Scope and Applicability	3
Definitions	3
Responsibilities	3
Equipment and Supplies	4
Warnings and Cautions	4
Interdepartmental Coordination	4
Procedures	4
Request For Proposal	5
Technical Review	6
Cost Evaluation and Negotiation	6
Award	7
Consultant Contract Work	7
Physical Records Management	8
Digital Records Management	8
Appendix A	9
Appendix B	11

Scope and Applicability

The process detailed herein applies to all aspects of professional services contracts let by the Township of Egg Harbor which are funded by the Federal Highway Administration. This shall not consist of materials testing contracts, which shall be publicly bid for asphalt testing services and concrete testing services, as needed.

Definitions

3R - Resurfacing, Rehabilitation, or Reconstruction road project

CFR - Code of Federal Regulations

CSC - Consultant Selection Committee. This committee shall consist of Township Engineer, Township Administrator, Chief Financial Officer, and Construction/Zoning Official. The Consultant Selection Committee shall be established by the Township Administrator.

DBE Goal - Professional service contracts shall be subject to the requirements of the Disadvantaged Business Enterprise Program (DBE), as defined in 49CFR, Part 26, Subpart B and FTA Circular 4716.IA. The DBE goal for professional services contracts is set by the NJDOT Civil Rights Unit.

Engineering and Design Related Services - Program management, construction management, feasibility studies, preliminary engineering design, engineering, surveying, mapping or architectural related services with respect to a construction project subject to 23 USC 112 (a & d), 23 CFR 172. (definition taken from 23 CFR 172)

FAHP - Federal Aid Highway Program

LPA - Local Public Agency. The Local Public Agency is the recipient of Federal funds, generally through a State agency, for specific projects and purposes. In this case, the LPA is meant to be the Township of Egg Harbor.

Materials Testing Services - Services provided to verify the quality of materials placed on a construction project. These services may include, but not be limited to, asphalt testing and concrete testing.

NJDOT - New Jersey Department of Transportation. NJ DOT provides oversight to the LPA and approves reimbursements to the LPA for funds spent.

RFP - Request For Proposals

Responsibilities

The Township Engineer is a consultant appointed by the Township and is ultimately responsible for all engineering-related and other incidental work associated with the project.

Project Engineer - This person has day-to-day oversight and responsibility for all aspects of the project. The project engineer shall:

- Administer inherently government project activities including those dealing with cost, time adherence to contract requirements, and scope of Federal-aid projects.
- Maintain familiarity of day-to-day project operations.
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements.
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste and abuse.
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including project documentation.
- Be aware of the qualifications, assignments, and on-the-job performance of the agency and consultant staff at all stages of the project.
- Communicate on a daily basis with the person in Responsible Charge for the Township.

Administrative Assistant - This person is responsible to provide administrative support as needed. This will include, but not be limited to, preparing documents, mailings, meeting scheduling, and all else as necessary to support the Project Engineer, Township Engineer and other Township employees in the project.

Consultant Selection Committee (CSC) - The Consultant Selection Committee shall review the proposals for technical ability to complete the work identified in the RFP, and to review the costs proposals from the short-listed proposers.

Equipment and Supplies

Generally, the team members will need computer programs (such as the Microsoft Office Suite, . Microsoft Outlook) and standard engineering calculation and measuring tools.

Warnings & Cautions

When on-site, you will most likely be in the way. It is imperative that you wear proper safety equipment, employ use of cones as needed and be aware of your surroundings at all times.

Interdepartmental Coordination

The Engineering staff will have to coordinate with other divisions and departments. At a minimum, the Finance Department will be involved in the project.

Procedures

The type of professional services contracts that would be used in conjunction with a Federal-Aid Construction project are Engineering and Design Related Services. This document pertains to these types of contracts.

General

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Consultant Services funded in whole or in part with FAHP funds must be procured and administered in accordance with the requirements of the Common Grant Rule, 49 CFR 18. In addition, contracts for engineering and design related services directly related to a construction project must also comply with the requirements of 23 USC 112 and 23 CFR 172.

Any LPA using Federal-aid funds for engineering and design related consultant services must have written procurement policies and procedures in accordance with 23 CFR 172.9. The written policies and procedures must address:

- Preparation of the consultant scope of work and cost estimate solicitation, evaluation, ranking and consultant selection negotiation of reimbursement costs
- Monitoring at the consultant's work
- Consultant errors and omissions

Title 23 CFR 172 allows three (3) procurement methods to be used to hire a consultant: competitive negotiation, small purchases and noncompetitive procurement. Competitive negotiation procedures shall apply and are commonly referred to as "qualification based selections." Qualification based selection requirements are defined by the Brooks Act, 40 USC, and can be broken down into three (3) steps:

- 1 Issuing a request for proposal or RFP.
- 2. Selecting a consultant based on qualifications.
- 3. Negotiating a fair and reasonable cost and contract terms with the selected consultant.

Request for Proposal

RFP Creation - The Project Engineer shall prepare the Request for Proposals (RFP). The RFP shall include:

- A detailed scope of work, qualifications required, responsibilities, and deliverables.
- An estimated schedule for the performance and delivery of the services.
- Stipulation of the method of contract payment.
- Clearly defined evaluation criteria to be used by the Township of Egg Harbor to assess and rate the firms including the scoring rate of each criterion. Notification that separate sealed technical and cost proposals shall be required to be submitted from each consulting firm responding to the RFP.
- A sample rating form. (See Appendix A)
- Explanation of criteria for consultant evaluation. (See Appendix B)

It is at this time that the Project Engineer shall create or amend the cost estimate of the consultant services.

RFP Review - The Project Engineer shall forward the RFP to the Township Clerk for advertisement. The RFP must be advertised for a sufficient amount of time to solicit as many proposals from as many qualified consultants as possible.

Advertise Project - The Project Engineer shall forward the RFP to the Township Clerk for advertisement. The RFP must be advertised for a sufficient amount of time to solicit as many proposals from as many qualified consultants as possible.

Receipt of Proposals - The proposals will be received by the Township Clerk and forwarded to the Project Engineer for review. <u>No proposals shall be opened prior to the date and time of the submission deadline.</u> No proposals shall be received after the date and time of the submission deadline.

Technical Review

Dissemination of Review Packages - The review package shall consist of the original RFP (with any addenda/clarifications), the proposals, and a technical evaluation form. The Project Engineer shall disseminate the review packages to members of the Consultant Selection Committee.

Technical Review - All members of the CSC shall review the proposals within ten (10) days, submitting their technical evaluation forms to the Project Engineer. From the evaluations, three (3) consultants shall be short-listed in order of preference. The ranking of consultants shall be made on the basis of qualifications only.

The evaluation criteria shall take into consideration qualifications of staff (specifically the Project Engineer and Key Personnel), overall organization, prior similar work experience, past performance workload capacity, team availability and technical project approach and methodology.

The RFP process must allow fair and open competition by providing opportunities for in-state and outof-state consultants.

Cost Evaluation and Negotiation

Negotiation of Cost - After the consultants have been ranked, cost negotiations shall be entered into with the highest ranked consultant in order to procure the professional services at a fair and reasonable cost. If negotiations are unsuccessful, negotiations will be terminated and started with the consultant. It should be within the allowable range determined by FAR.

The consultant contract must be compliant with FAR cost principals when using federal-aid funds.

• Allowable costs include those directly associated with the specific contract as well as overhead costs, also known as their indirect cost rate.

- Only NJDOT approved overhead rates are to be used. Consultants that do not have approved overhead rates must be approved in accordance with NJDOT procurement policies and procedures.
- The approved overhead rate must be used for the purpose of estimating, negotiating, and making payment on the contract.

The methods of payment shall be used are: lump sum, cost plus fixed fee, cost per unit of work or specific rates of compensation.

- Lump Sum: The lump sum method shall not be used to compensate a consultant for construction, engineering and inspection services except when the agency has established the extent, scope, complexity, character and duration of the work to be required to a degree that a fair and reasonable compensation, including fixed fee, can be determined.
- Cost Per Unit of Work: This method is used when the cost per unit can be established with reasonable accuracy at the time of procurement, but the extent of the work is undefined. Payment is made based on a preset amount per unit of work performed.
- Specific Rates of Compensation: This method of payment reimburses the consultant for services based on direct labor hours at specific fixed hourly rates plus direct expenses/costs subject to an agreement maximum amount. The specific rates of compensation method should only be used when it is not possible to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy at the time of procurement.

The cost plus a percentage of cost and percentage of construction cost method of compensation shall not be used.

Award

Award of Contract (local) - Upon completion of the negotiation of cost, the Project Engineer shall recommend award of a contract to the successful consultant. <u>The award must be made conditioned</u> <u>upon concurrence of the award by NJDOT</u>. This recommendation shall be made to the Township Administrator, with the CFO/Purchasing Agent being copied on the correspondence. The committee will award the contract via Township Committee Resolution.

<u>Award of Contract (State)</u> - Upon receiving the local awarding resolution, the Project Engineer shall request concurrence of award from NJDOT.

Consultant Contract Work

Once contracts have been executed, the Project Engineer shall issue a "notice to proceed" letter to the Consultant, schedule a project design meeting and commence contract management.

• The LPA must monitor the consultant's work throughout the life of the contract.

- The LPA must be adequately staffed to oversee the work and must provide a full-time agency employee in responsible charge. This shall be the Deputy Township Administrator.
- NJDOT will review invoices to ensure costs are consistent with FAR cost principals, contract terms and progress of consultant's work.
- The LPA is required to evaluate the consultant's performance when the contract is complete.
- All records pertaining to the consultant procurement and executed contract must be kept on a file a minimum of three (3) years following submittal of the final invoice.

Data and Records Management

Data and records management can be divided into two (2) categories: physical and digital. Whichever category a record can fall into, it is imperative that at least the project number is identified on all relative documents (correspondence, email, plans ...).

Physical Records Management

The physical project file is to be created and maintained by the Administrative Secretary. Within the file folder, there will be created separate file folders for correspondence, design, payment and submittals.

All general correspondence relative to the file will be fastened in the correspondence folder, in chronological order, with the most recent documents on top.

There shall be one (1) payment file for each contractor associated with the project. This shall contain the request for quotations form, purchase order, payment vouchers, change orders, and correspondence specifically related to those documents.

Digital Records Management

Digital records include email, as well as all other digital documents created relative to the project.

Email related to a project shall contain the project number within the subject bar. This is required for ease of filing. All email specifically related to a project shall be printed and the hard copy shall be filed by the Administrative Secretary. (Printing can be done automatically through rule creation within Microsoft Outlook). It is recommended that all personnel create project folders within Microsoft Outlook, where project email is to be stored.

All other digital records shall be saved within the digital project file folder which resides on the Township's Shares Drive. Appropriate subfolders shall be created which may include, but not belimited to: correspondence, DWG, specifications, design.

Appendix A

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REQUEST FOR PROPOSALS FOR (TYPE OF PROFESSIONAL SERVICES} (Name of Project) (Location)

Federal Project# _____

NJDOT Job# -----

The RFP Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below. Price will not be included in the criteria for evaluation. The use of subconsultants to relieve the prime of the duties and responsibilities define herein may affect a firm's evaluation, where it's expected to have one (1) firm in responsible charge of the construction management and inspection under the direction of the Township of Egg Harbor.

Criteria	Points	Percent
Project Manager/Resident Engineer		
Project Specific Qualifications	5	
Experience in CM Role	5	
Past Performance on similar Project(s)	5	
SUBTOTAL	15	15%
Key Staff		
Senior Manager Principal Qualifications	7	
Lead Inspector Qualifications	10	
All Staff Federal Project Experience (inc.DBE)	8	
SUBTOTAL	25	25%
Overall Organization		
Organizational Chart	2	2%
Overall Experience		l
FHWA, NJDOT, Municipalities, Other NJ Counties	5	
Referrals	5	
Experience with Similar Projects	10	
SUBTOTAL	20	20%
Team Availability and Commitment		
Location of Office		
Availability of Personnel	2	2%
Project Approach		
Project Understanding	8	
Completeness and Clarity of Submission	8	
Key Issues and Critical Problems	6	
Project Delivery to Township	5	
Project Control Method(s)	4	
Construction Quality Assurance Program	5	
SUBTOTAL	36	36%
Firm's Capability I Performance	100	100%

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Appendix B

(Name of PROPOSAL)

Federal Project# _____

Evaluation Form For Federally Funded Projects

The RFP Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below. Price will not be included in the criteria for evaluation. The use of subconsultants to relieve the prime of the duties and responsibilities define herein may affect a firm's evaluation, where it's expected to have one (1) firm in responsible charge of the construction management and inspection under the direction of the Township of Egg Harbor.

Criteria	Points	Percent
Project Manager/Resident Engineer		
Project Specific Qualifications	5	
Experience in CM Role	5	
Past Performance on similar Project(s)	5	
SUBTOTAL	15	15%
Key Staff		
Senior Manager Principal Qualifications	7	
Lead Inspector Qualifications	10	
All Staff Federal Project Experience (inc. DBE)	8	
SUBTOTAL	25	25%
Overall Organization		
Organizational Chart	2	2%
Overall Experience		
FHWA, NJDOT, Municipalities, Other N Counties	5	
Referrals	5	
Experience with Similar Projects	10	
SUBTOTAL	20	20%
Team Availability and Commitment		
Location of Office		
Availability of Personnel	2	2%
Project Approach		
Project Understanding	8	
Completeness and Clarity of Submission	8	
Key Issues and Critical Problems Project	6	
Delivery to Township	5	
Project Control Method(s)	4	
Construction Quality Assurance Program	5	
SUBTOTAL	36	36%
Firm's Capability/Performance	100	100%

PARTI

Instructions To Vendors

This is a 30 page document. Please be sure to read each and every page, including, without limitation, all attachments.

Please note: the terms "firm", "provider", "contractor", "proposer", "vendor" and "respondent" may be used interchangeably throughout this document.

1.0 PURPOSE

The intent of this Request For Proposals and resulting contract is to obtain professional services for a federally funded project including but not limited to the construction management and inspection services for the Township of Egg Harbor ("Township").

Firms responding to this Request For Proposals should have extensive experience and a knowledgeable background and qualifications in the provision of the services described herein.

Despite any language contained herein to the contrary, this Request For Proposals does not constitute a bid and is intended solely to obtain competitive proposals from which the Township of Egg Harbor may choose a professional service that best meets the Township's needs. It is the Township's intent that no statutory, regulatory, or common law bidding requirement apply to this Request For Proposals. The Township intends to award this contract pursuant to federal requirements.

Official City RFP documents are available from the Township of Egg Harbor as described herein at no cost to the vendor. Potential proposers are cautioned that they are proposing at their own risk if a third party supplied the RFP document that may or may not be complete. The Township of Egg Harbor is not responsible for third party supplied RFP documents.

2.0 BACKGROUND INFORMATION

The Township of Egg Harbor undertakes a variety of construction projects using federal funds, each of which may require the procurement of professional services for engineering design, construction management, and construction inspections related services.

The specific extent and character of the professional services to be performed shall be subject to the general control and approval of the Township of Egg Harbor.

3.0 COMPLIANCE WITH LAWS

The successful firm(s) shall comply with all applicable Federal, State and Local statutes, rules and regulations. In addition to any other Federal requirements that apply, including specific and/or additional Buy America and Davis Bacon Act Prevailing Wage requirements or other specific requirements that apply under Title 23 and Title 49 of the Code of Federal Regulations, performance by the professional services firm providing Construction Management/Construction Inspection to the Township shall be governed by and in compliance with the following requirements as applicable to the type of organization of the recipient and any applicable sub-recipients:

3.1 The awarding of contract for professional engineering services as defined in 23 U.S.C.§ 112 (b) (2) (A) and 23 C.F.R. §172 include program management, construction management or other professional engineering related services, or incidental services that may be performed by a professional engineer, or individuals working under their direction, who may logically or justifiably perform these services.

In accordance with FHWA policy, an indirect cost rate proposal will not be accepted by the Township from a construction management firm and no agreement will be made between the Township and any professional construction management firm establishing final indirect cost rates, unless the costs have been certified by an official of the construction management firm as being allowable in accordance with the applicable FAR cost principals of 48CFR, part 31, and approved by a cognizant government agency.

In accordance with FHWA policy, a percentage of cost and percentage of construction cost method of compensation will not be accepted by the Township of Egg Harbor.

3.2 Section 902 of the Recovery Act, requiring that each contract awarded using Recovery Act funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to

1 Examine any records of the contractor or any of its subcontractors or any government agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract and,

2. Interview any officer or employee of the contractor or any of its subcontractors, or of any government agency administering the contract, regarding such transactions.

3.3 Section 1515 of the Recovery Act, authorizing the DOT Office of the Inspector general to:

1. Examine any records of the contractor or any of its subcontractors or any government agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract and

2. Interview any officer or employee of the contractor or any of its subcontractors, or of any government agency administering the contract, regarding such transactions.

3.4 Buy America Provision under 23 U.S.C. § 313 and 23 C.F.R. §635.410.

3.5 Section 1606 of the Recovery Act {Davis Bacon Act Wage rate requirements (regulations at 2C.F.R. part 176.190)) to the extent that the Township of Egg Harbor uses federal funds for construction, alteration, maintenance or repair work.

3.6 Section 1604 of the Recovery Act, which prohibits the Township from expending funds under the Federal Grant agreement on any casino, or other gambling establishment, aquarium, zoo, golf course or swimming pool.

3.7 Section 1553 of the recovery Act, which requires the Township to provide Whistleblower protections. As a non-federal employer, the Township is required to post a notice of the rights and remedies provided under this section. The whistleblower program requirements and poster are available at the following web sites

http://www.recovery.gov/Contact/ReportFraud/Pages/WhistleBlowerInformation.aspx

http://www.recovery.gov/Contact/ReportFraud/Documents/Whistleblower%20Poster.p df

3.8 Section 49 C.F.R. Part 20 entitled "New Restrictions on Lobbying" found at http://www.dot.gov/ost/m60/grant/49cfr20.htm#20.100

4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS

4.1 SUBMISSION OF PROPOSALS

Five (5) copies of the Proposal, each consisting of the technical proposal and the related price proposal, INCLUSIVE OF ALL INFORMATION required in Part II, Proposal Requirements should be provided. Proposals must be provided to

Township Administrator Township of Egg Harbor 3515 Bargaintown Road Egg Harbor Township, NJ 08234

Proposals are scheduled to be opened on Weekday, Month Day, Year at hour am/pm. Any proposals received after said opening whether by mail or otherwise, will be returned unopened. No proposals will be accepted after the above referenced date. Proposals must be submitted in sealed envelopes, with the technical and related price proposal in separate and sealed envelopes, and with the title of the RFP clearly marked on the outside of the envelope. Proposals may not be emailed, faxed or transmitted over the telephone.

It is recommended that each proposal package be hand delivered to the Township Clerk's Office. The Township assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received at the Office of the Township Clerk after the above-referenced due date and time. Submission by fax, telephone, or e-mail is NOT PERMITIED.

Final selection of firm(s) shall be made by the Township Committee of the Township by formal resolution. Contract(s) for services will be provided by the Township Solicitor.

4.2 QUESTIONS REGARDING REQUEST FOR PROPOSALS

Any questions regarding this Request For Proposals must be made in writing to:

Matt von der Hayden Deputy Township Administrator Township of Egg Harbor 3515 Bargaintown Road Egg Harbor Township, NJ 08234 <u>mvonderhayden@ehtgov.org</u> w/Federal Project Name

4.3 ADDENDA/REVISIONS TO REQUEST FOR PROPOSALS

Addenda/revisions to this Request For Proposals shall be provided to all firms who have received this Request For Proposals.

4.4 ACCEPTANCE OF OFFER

The signed proposal shall be considered an offer on the part of the offeror. Such offer shall be deemed accepted upon execution of a signed contract.

5.0 INSURANCE

Prior to commencing work under contract, the successful firm(s) shall furnish the Township with a certificate of insurance as evidence that it has procured the insurance coverage required herein. This coverage must be provided by a carrier approved by the Township and rated appropriately through A.M. Best. Firms must give the Township a sixty (60) day notice of cancellation, non-renewal or change in insurance coverage.

The successful firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request For Proposals:

5.1 PROFESSIONAL LIABILITY

\$1,000,000.00 errors and omissions/malpractice for occurrence.

5.2 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Statutory coverage for New Jersey; \$500,000.00 Employer's Liability; Broad Form All-States Endorsement.

5.3 GENERAL LIABILITY

\$1,000,000.00 per occurrence/ \$3,000,000.00 aggregate for bodily injury and property damage. The Township shall be named as additional insured with respect to general liability.

5.4 AUTO LIABILITY

\$1,000,000.00 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

6.0 INDEMNIFICATION

The selected firm(s) shall defend, indemnify and hold harmless the Township, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any

nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the selected firm's acts or omissions in connection with this agreement.

7.0 MISCELLANEOUS REQUIREMENTS

7.1 The Township will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Request For Proposals. Emphasis should be on completeness and clarity of content.

7.2 The contents of the proposal submitted by the successful firm(s) and this Request For Proposals may become part of the contract for these services. The successful firm(s) will be expected to execute said contract with the Township.

7.3 Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of sixty (60) days from the date of opening.

7.4 The Township reserves the right to reject any and all proposals received by reason of this Request For Proposals, or to negotiate separately in any manner necessary to serve the best interests of the Township. Firms whose proposals are not accepted will be notified in writing.

7.5 Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Township Committee of the Township of Egg Harbor.

7.6 The selected firm(s) and subcontractors shall be required to comply with the requirements of P.L. 1975, c 127 (see attached affirmative action language) and submit an employee information report or certificate of employee information report approval. This requirement will be addressed upon execution of agreement.

This project is federally funded and as such, goals related to the Disadvantaged Business Enterprise (DBE) program, as defined in 49CFR, Part 26, Subpart B and FTA Circular 4716.1A are required. The current DBE goal for FY _____ provided by NJDOT Civil Right's Unit is _% for professional services contracts.

Proof of DBE prime of sub-consultant Commerce registration will be required upon submission of the technical proposal. Firms can register as a DBE or can check if a firm is registered as a DBE in the State of New Jersey Unified Certification Program Business Directory at the website link http://www.njucp.net/.

7.7 The selected firm(s) and subcontractors shall be required to complete the Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (see attached certification) prior to the commencement of services. Debarred Contractors or Consultants, Prime or Sub are not eligible to work on a public project. This requirement will be addressed upon execution of agreement.

7.8 All responses to this Request For Proposals shall be subject to public scrutiny in accordance with New Jersey statutes, rules, and regulations.

7.9 Any contract for services shall be subject to the availability and appropriation of sufficient funds for this purpose annually.

7.10 Contracts awarded pursuant to this Request For Proposals may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award. Any contract amendment for closely related services must be approved by resolution of the Township Committee of the Township of Egg Harbor.

7.11 All Firms are advised that, pursuant to N.J.S.A. 19:44A-20.13, it is their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") if, during the calendar year, they receive a contract(s) in excess of \$50,000 from public entities, including the Township of Egg Harbor. It is the firm's responsibility to determine if such filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532.

7.12 All Firms are further advised that effective September 1, 2004, c 7 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. Effective January 18, 2010, P.L. 2009, c.315 revises the State Contractor Business Registration requirement and permits filing a BRC prior to award of contracts if not filed with bid or RFP. ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR CITY CONTRACTS MUST PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID OR RFP IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID OR PROPOSAL. (see also Part II, Section I, herein).

7.13 APPROVAL AND CERTIFICATION OF BILLING STATEMENT: Authorization for payment of periodic billing, final payments or retainage monies requires approval and certification by formal resolution of the Township Committee. Meetings are held on the first and third Wednesday of each month, September to May, and the third Wednesday of each month June to August. Bills must be turned in to the Finance office by the preceding Friday.

7.14 Regardless of any language to the contrary, the Township of Egg Harbor shall not be responsible for the payment of any interest or late fees.

7.15 It is assumed that the Township RFP Selection Committee will need four (4) to six (6) weeks to review, negotiate, select, and approve through the Township Committee of the Township of Egg Harbor the professional services through federal funds. Therefore all project schedules should start four (4) to six (6) weeks from the date of proposal submission and in conformance with the construction project schedules contained in this RFP.

7.16 Following receipt of proposals, some consultants may be invited to an interview for the purpose of clarification, verification of evaluations, review of personnel, or other reasons. Upon a decision to interview consultants, the selection committee may ask the consultants being interviewed to include specific personnel from their staff to attend. The decision to conduct interviews of either individual consultants, all consultants, or no consultants is at the sole discretion of the selection committee. If selected for an interview, consultants will be contacted to schedule the date and time of the interview.

7.17 The selection committee will negotiate with the consultant having the highest ranked proposal in order to procure the professional consulting services at a fair and reasonable cost. If negotiations are unsuccessful, negotiations will be terminated and started with the second ranked consultant and so on until a contract for professional services is successfully negotiated.

8.0 CRITERIA FOR EVALUATION OF PROPOSALS

The RFP Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below. Price will **NOT** be included in the criteria for evaluation. The use of sub-consultants to relieve the prime of the duties and responsibilities define herein may affect a firms evaluation, where it's expected to have one firm in responsible charge of the construction management and inspection under the direction of the Township or another firm.

Criteria	Points	Percent
Senior Project Manager		10%
	4	10/0
	-	
Past Performance on Similar Projects	3	
Key <u>Staff</u>		30%
Construction Manager Qualifications	12	
Inspector Qualifications	12	
Administrative Requirements	6	
Overall Organization		4%
Organization Chart	4	
Overall Experience		20%
	5	
Referrals	-	
Experience with Similar Projects CM/Cl	10	
Project Approach		36%
	8	
•	-	
	-	
Construction Quality Assurance Program	5	
Firm's Capability/ Performance	100	100%
	 Senior Project Manager Project Specific Qualifications Experience in Key Components Past Performance on Similar Projects Mey Staff Construction Manager Qualifications Inspector Qualifications Administrative Requirements Administrative Requirements Organization Chart McMa, DOT, County of Atlantic Referrals Experience with Similar Projects CM/CI Project Understanding Completeness and Clarity of Submission Key Issues and Critical Problems Project Delivery to Certified Agency Project Control Method Construction Quality Assurance Program 	Senior Project ManagerProject Specific Qualifications4Experience in Key Components3Past Performance on Similar Projects3Mast Performance on Similar Projects12Inspector Qualifications12Inspector Qualifications12Administrative Requirements6Overall Organization6Organization Chart4Organization Chart4Organization Chart5Experience with Similar Projects CM/Cl10Project Approach8Completeness and Clarity of Submission8Key Issues and Critical Problems6Project Delivery to Certified Agency5Project Control Method4Construction Quality Assurance Program5

The following definitions apply to this specific project:

Senior Project Manager - A Senior Project Manager is the individual who is a firm's direct representative to the Township. The Senior Project Manager duties include providing appropriate Construction Management/Construction Inspection personnel, oversight of the entire project scope, oversight of the budget and quality of the work provided by the firm. The Senior Project Manager should be a Professional Engineer licensed in the State of New Jersey.

Construction Manager - The Construction Manager is the individual who is the Township's on-site representative with the Contractor. The Construction Manager's duties include performing quality assurance oversight of work in progress and ensuring that project(s) are constructed in accordance with the plans and specifications for the owner, the Construction manager coordinates meetings and completes all field documentation. The **Construction Manager should be a Professional Engineer licensed in the State of New Jersey, or NICET level III or better. The Construction Manager must have a minimum of eight {8) years documented experience in construction administration services including preparation of change orders and payment certificates.**

Project Inspector(s) - Inspector(s) are individuals with material inspection certifications in the testing of HMA, concrete, and soils aggregate in order to be the Township's on-site representatives for inspection during the installation of concrete sidewalks, road restoration, utility relocations within roadways, bulkhead construction and other material inspections required during the course of construction. Inspection certifications and levels should be documented. The Project Inspector(s) should be NICET level II or better or an Engineer In Training (EIT). The Project Inspector must have a minimum of six (6) years of documented construction/inspection related experience.

10

PART I PROPOSAL REQUIREMENTS

Vendors are requested to propose Professional Services for the Township of Egg Harbor, New Jersey.

Format

To assure consistency, responses must conform to the following format:

- A. Scope of Services
- B. Resume
- C. Facilities
- D. Conflict of Interest
- E. Fees
- F. Form of Contract
- G. Other Information
- H. MBE/WBE Tracking Information
- L State Contractor Business Registration Program
- J. Mandatory Equal Employment Opportunity Language
- K Certification of Debarment

All sections are to be addressed and specifically referenced.

The following explains what we expect in each of the major sections.

SECTION A - SCOPE OF SERVICES

The Township of Egg Harbor is requesting the following professional services:

DESIGN SERVICES: Design services as required by the Township including but not limited to survey work, plan preparation, cost estimates and permits. This section may take many pages and must include federal requirements.

The Scope of Work must include: A detailed scope of work, qualifications required, responsibilities, deliverables, an estimated schedule for performance and delivery of services.

CONSTRUCTION MANAGEMENT/INSPECTION: The Township is requesting construction management/construction inspection services for the federal projects. The professional services firm selected will provide all of the services necessary during construction to meet federal grant requirements, inspection requirements, from the pre-construction meeting through final inspection.

<u>**GRANT ADMINISTRATION:</u>** The professional services firm selected will be required to administer FEDERAL Grant funds and construction projects in accordance with the terms and conditions set forth in the FEDERALLY FUNDED SAMPLE PROJECT Grant Agreement as signed mm/dd/yy approved by NJDOT/FHWA, including but not limited to the Scope of Work, Quarterly Progress Reports, Project Budget, Project Milestone Completion Schedules, and Milestone/Deliverable Schedule.</u>

<u>PROGRESS REPORTS</u>: Provide the Township and project stakeholders with a written Project Progress report detailing the status on each of the FEDERALLY FUNDED SAMPLE PROJECT at the start of every month via email. Provide original of Project Progress Report to CERTIFIED AGENCY via United States Postal Service or hand delivery.

<u>MEETINGS AND SITE VISITS</u>: Coordinate monthly progress meeting on site with project stakeholders. The Project partners may include Township staff, **STAKEHOLDER 1**, **STAKEHOLDER 2**, **STAKEHOLDER 3** and others. A site visit at each project location with the **CERTIFIED AGENCY** Engineer will be required prior to the monthly progress meeting.

PROJECT OVERSIGHT: The professional services firm must provide a system to track project progress, including project budgets. Copies of all documentation must be provided to **CERTIFIED AGENCY.** The project oversight system must:

- Monitor project budgets to ensure that all projects expend funds in accordance with all Federal policies and regulations.
- Coordinate administrative details of **FEDERALLY FUNDED SAMPLE PROJECT**, including budget, billing, and documentation required for federal construction project for any contractors and subcontractors performing construction on the projects.
- Maintain records and documentation as required for federally funded projects.
- Close out construction projects in accordance with federal requirements.

The general tasks for the chosen professional shall include but not be limited to the following:

- 1 Coordinate, schedule, attend and document, all necessary construction meetings.
- 2 Manage and oversee the construction of each project, including daily interface with the contractor and weekly meetings to ensure that the work is progressing as specified and is on-time.
- 3. Verify that all services are provided in accordance with applicable federal, state and local codes, rules and requirements.
- 4. Maintain data and records of activity performed by contractor and subcontractor(s).

- 5. Ensure compliance with applicable requirements including Affirmative Action, prevailing wage, and fair hiring practices.
- 6. Track for the Township all requests for information (RFI) and subsequent actions as a result of RFI's submitted during the course of construction. Review and evaluate for the Township RFI's that are not overly technical and sent technical RFI to the design firm for information.
- 7. Review and evaluate for the Township, all change order requests made of additional work, for extension of time, or for any other matter during the course of construction.
- 8. Review and make recommendation to the Township on all request for payments submitted during construction. Document all quantities constructed. Provide material tickets and certifications from construction.
- 9. Ensure the project meets federal quality control standards.
- 10. Coordinate with the Township to minimize impact to major recreation events and business community.
- 11. Ensure that construction schedules are maintained.
- 12. Verify that the construction of all handicap ramps meet the current version of ADA standards of Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way. Grades for ramps and walkways must be checked in the field using the consultant's survey instruments or electronic smart level.
- The consultant will be responsible for the coordination of third party testing of materials such as asphalt and concrete testing. The consultant will also be responsible for the review of the core reports and coordination of any penalty assessments if applicable
 Despace to Durit description
- 14. Prepare As-Built drawings.

Construction Management and Inspection Tasks:

- 1. Provide documentation that the project has been completed in reasonably close conformity with approved plans and specs including authorized changes and extra work including time extensions.
- 2 Provide a basis for acceptance and reimbursement of project costs with federal funds.
- 3 Acquire information on construction changes.
- 4. Provide documentation of solutions to problems or commitments.
- 5. Offer technical and procedural advice.
- 6 Recommend improved construction techniques and engineering supervision.
- 7. Communicate with project staff.
- 8 Monitor and evaluate progress of work.
- 9. Follow-up on previous inspection findings.

Construction Inspection Reports Expectations:

Purpose:

- Provide permanent file evidence that inspections are being made as required by federal regulations.
- Provide a basis for acceptance of completed work.
- Document field conditions and contractor performance.
- Document inspection measurement/calculations, observations, findings, resolution of identified problems, claims, and any other topic of interest.

Inspection reports are subject to Freedom of Information Act, so reports should only contain facts, observations, and professional recommendations and may be used in evaluating or refuting contract claims.

- Reports need to be comprehensive and coherent and cover these areas:
- Activities taking place on project during the inspection.
- Observations and actions taken regarding quality and progress of work.
- Adequacy of addressing traffic control, safety, and environmental commitments.
- Documentation of change or extra work including proper justification for the work and adequacy of supporting documentation.
- Must be signed and dated.
- Prepare to develop inspection diaries, daily reports, progress reports, and other documentation to facilitate project control.
- Prepared to begin a complete audit trail for work performed, measured, and paid.
- Assess the prime contractor's general administration of subcontractor work.
- Document that DBE subcontractors are performing a commercially useful function.
- Provide verification documentation that staking and survey work is correct.
- Document coordination of work between the contractor and a railroad/ utility company, the supervision and inspection by the proper personnel, and efficiency and economy of work being performed.
- Document erosion control implementation techniques and quantities.
- Examine and comment on the uniformity of embankment and cut sections, compliance with contract requirements, and proper slope for drainage.
- Document control was exercised to secure finished grades.
- Measurement of cross-slopes as to conformity to plans.
- Review and comment on underdrain installations.

- Review and comment on waterway, ditches, and drainage structures, including proper elevations / slopes.
- Document and verify compliance with approved storm water management plan:
- 1 Document and verify that alignment, bedding, and joint construction were examined prior to backfilling.
- 2 Observe backfilling and witness density tests to ensure proper controls.
- 3. Documentation and approval of formwork and assurance that deflection doesn't occur during concrete placement operations.
- 4. Documentation of installation, condition, tying, and support of reinforcing steel.
- 5. Document methods used for placing and finishing concrete.
- 6. Document and assure riding surface, curbs, curb ramps, and sidewalks conform to proper grades and cross-section.
- 7. Document and identify the location of measurement by stations.
- 8 Follow-ups from previous reports.

Recommended Inspection Techniques:

- 1. Verify that the items reviewed were measured in the units called for in the contract provisions and that the methods of measurements prescribed in the contract and in authorized instructions were followed.
- 2. Examine project records to insure that all materials measured for payment were delivered and incorporated into the project.
- 3. When payment is based on weight or mass, verify the accuracy of the measurements; consider the calibration of scales, checking of truck tare weights, and weighing of haul trucks.
- 4. Where payment is based on loads delivered to the project, either on a weight or volume basis, verify the procedures followed for assuring validity in receipt of haul tickets.
- 5. Where area methods of measurement are specified, make dimension checks to the extent necessary to verify the actual work performed. Ensure measurements were made at the proper time and prior to the subsequent placement of other courses of materials.
- 6. Where final quantities are determined by volume computations, verify the method of measurement and documentation of calculations.
- 7. Write it all down.

COMPLIANCE

The professional services firm must ensure that Township of Egg Harbor meets all applicable laws, statutes, funding guidelines and deadlines for the three (3) construction projects in accordance with the terms and conditions set forth in the Federal Grant Agreement as signed and as further amended and approved by NJDOT

SCHEDULE

The construction project schedule for the FEDERALLY FUNDED SAMPLE PROJECT and as included in agreement between CERTIFIED AGENCY and FHWA is provided below:

- (1) FEDERALLY FUNDED SAMPLE PROJECT
 - 1.TIP/STIP Amendment: MM-DD-VY

- 2. NEPA/Programmatic CED delivery date:: MM-DD-VY
- 3. Notice to proceed:: **MM-DD-VY** to: **MM-DD-VY**
- 4. Construction begins: **MM-DD-VY** to: **MM-DD-VY**
- 5. Substantial Construction Completion: MM-DD-VY to MM-DD-VY
- 6. Final acceptance and closeout: MM-DD-VY to: MM-DD-VY

SECTION B - RESUME

This section shall address areas as outlined:

- 1 Name and address of your firm and the corporate officer authorized to execute agreements.
- 2. Briefly describe your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.
- 3. Describe in general your firm's regional, statewide, and local service capabilities.
- 4. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing the Township and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the Township.
- 5. Provide a listing of local governmental clients with which you have similar contracts; include the name, address and telephone number of the contact person.
- 6. Provide a statement that your firm will comply with the insurance coverage requirement as set forth in Part I, Section 5 of this RFP.
- 7. Provide a statement of assurance to the effect that your firm is not currently in violation of any regulatory rules and regulations that may have an impact on your firm's operations.

SECTION- C - FACILITIES

This section should address areas as outlined:

OFFICE LOCATIONS

1. For your firm's facilities which are located closest to the Township of Egg Harbor (County of Atlantic), New Jersey, provide:

- A. The location
- B. Firm personnel assigned to this location
- C. The activities of the firm performed at this location
- 2. For those facilities and activities located elsewhere, please explain the activities performed elsewhere and why these are best performed at a different office. Firms where all activities are performed at one (1) location should leave this paragraph blank.

SECTION D - CONFLICT OF INTEREST

This section should disclose any potential conflicts of interest that the firm may have in performing these services for the Township. As defined in 23 CFR 1.33, a conflict of interest may exist if the firm, its employees, and/or its subcontracts have directly or indirectly been in connection with the development of the project.

SECTION E - FEES

This section should address the fee schedule.

SECTION F - FORM OF CONTRACT

The Township Solicitor will supply the form of contract. If your firm has a proposed form of contract, please supply a copy with your proposal.

SECTION G - OTHER INFORMATION

This section is for any further pertinent data and information not included elsewhere in the RFP and found necessary by your firm.

Important Note: Please complete the following section and return it along with your response to this Request For Proposals.

SECTION H - MBE/WBE TRACKING INFORMATION

Definitions:

Minority Business Enterprise (MBE): is defined as "a business which is independently owned and operated and is at least 51% owned and controlled by minority group members". Minority group members are defined in the New Jersey Affirmative Action

Plan as "persons who are Black, Hispanic, Portuguese, Asian-American, American Indian or Alaskan Natives"

Women Business Enterprise (WBE): is defined as "a business which is independently owned and operated and is at least 51% owned and controlled by women".

Using the definitions above, please check the following space which best describes your firm:

	Minority Business Enterprise (MBE)				
	Women Business Enterprise (WBE)				
	Neither				
NAME OF FI	RM:				
ADDRESS:					
Date:					

SECTION I-STATE CONTRACTOR BUSINESS REGISTRATION PROGRAM

Effective September 1, 2004, P.L. 2004, c 57 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. (see attached sample Business Registration Certificate). Effective January 18, 2010, P.L. 2009, c.315 revises the State Contractor Business Registration requirement and permits filing a BRC prior to award of contracts if not filed with bid or RFP. <u>ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR TOWNSHIP CONTRACTS MUST PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID OR RFP IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID OR RFP.</u>

Questions regarding this law may be directed to the New Jersey Department of Taxation. To obtain a Business Registration Certificate go to: www.state.nj.us/treasury/revenue Click on: Business Registration & Formation. Click on: Obtain a certificate of registration. Click on: Obtain a certificate online.

The Township of Egg Harbor strongly recommends that all vendors provide their BRC (and BRC's for each subcontractor) with submission of bids or RFP's. Sample Attached.



BUSINES	STATE OF NEW JERSEY SS REGISTRATION CERTIFICATE
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112823533	

SECTION J

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, 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, the contractor 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. The contractor 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.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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.

The contractor or subcontractor 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 the contractor's commitments under this chapter

22

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees 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.

The contractor or subcontractor agrees 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.

In conforming with the targeted employment goals, the contractor or subcontractor agrees 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.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one (1) of the following three (3) documents: 1 Letter of Federal Affirmative Action Plan Approval; or

2. Certificate of Employee Information Report; or

3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT Mandatory Language

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township do hereby agree that the provisions of Title I of the Americans With Disabilities Act of 1990 {the "Act") {42 U.S.C. s12101 et seq.}, which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Egg Harbor pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township,

which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Egg Harbor or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Township of Egg Harbor shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

SECTION K - CERTIFICATION OF DEBARMENT

CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, titled Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

lam _____ (Your Title) of the firm

(Name of Your Organization)

(Address of Your Organization)

CHOOSE THE FOLLOWING

() A I hereby certify on behalf of ______ that (Name of Your Organization)

neither it, nor its principals, are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

() B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.

(Signature)

Name & Title

Date

INSTRUCTIONS FOR CERTIFICATION

- 1 By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to

the Federal Government, the Department of Labor (USDOL) may pursue available remedies, including suspension and/or debarment.

- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal" "proposal", and "voluntary excluded", as used in this clause, have the meanings as set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the USDOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may, but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to

exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the USDOL may pursue available remedies, including suspension and/or debarment.

Sample - Pre-proposal conference Notice

Notice is hereby given that the Township Committee of the Township of Egg Harbor, County of Atlantic, Egg Harbor Township, New Jersey, is requesting proposals for **Professional Services Using Federal Funds.** Copies of the Federally Funded Request For Proposals are available in the Office of the Township Clerk, Egg Harbor Township Municipal Building, 3515 Bargaintown Road, Egg Harbor Township, NJ 08234, 609-926-4085, during regular business hours.

Proposals must be submitted to the Office of the Township Clerk, Egg Harbor Township Municipal Building, 3515 Bargaintown Road, Egg Harbor Township, NJ 08234. Proposals are scheduled to be opened on **Weekday, Month Day, Year at hour** am/pm. Any proposals received after said opening, whether by mail or otherwise, will be returned unopened. No proposals will be accepted after the above referenced date. Proposals must be submitted in sealed envelopes with the name of the RFP clearly marked on the outside of the envelope. Proposals may not be e-mailed, faxed or transmitted over the telephone.

It is recommended that each proposal be hand delivered to the Office of the Township Clerk. The Township assumes no responsibility for delays in any form of carrier, mail or delivery service causing the proposal to be received at the Office of the Township Clerk later than the above-referenced scheduled opening.

If applicable, all proposers are strongly urged to attend a pre-proposal conference to be held at the Egg Harbor Township Municipal Building, 3515 Bargaintown Road, Egg Harbor Township, NJ 08234 on Weekday, Month Day, Year at hour am/pm. on Weekday, Month Day, Year at hour am/pm.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. All responsible firms are encouraged to submit proposals.

The Township Committee of the Township of Egg Harbor reserves the right to accept or reject any or all proposals submitted in the best interest of the Township and the Township Commitee further reserves the right to waive any defect or informality in any proposal should it be in the best interest of the Township.

Proposers are required to comply with the requirements of P.L. 1975, c 127 (N.J.A.C. 17:27) and N.J.S.A. 10:5-31.

This Federally Funded Request For Proposals does not constitute a bid and is intended solely to obtain competitive proposals from which the Township may choose a contractor(s) that best meet(s) the Township's needs. It is the Township's intent that no statutory, regulatory, or common law bidding requirement apply to this Federally Funded Request For Proposals. The Township intends to award any contract(s) for these services pursuant to N.J.S.A. 40A:11-5(1)(c).

Sample - Without Pre-proposal conference NOTICE

Notice is hereby given that the Township Committee of the Township of Egg Harbor, County of Atlantic, New Jersey, is requesting proposals for **Professional Services Using Federal Funds.** Copies of the Federally Funded Request For Proposals are available in the Office of the Township Clerk, Egg Harbor Township Municipal Building, 3515 Bargaintown Road, Egg Harbor Township, NJ 08234, 609-926-4085, **during regular business hours.**

Proposals must be submitted to the Office of the Township Clerk, Egg Harbor Township Municipal Building, 3515 Bargaintown Road, Egg Harbor Township, NJ 08234. Proposals are scheduled to be opened on **Weekday, Month Day, Year at hour** am/pm. Any proposals received after said opening, whether by mail or otherwise will be returned unopened. No proposals will be accepted after the above referenced date. Proposals must be submitted in sealed envelopes with the name of the RFP clearly marked on the outside of the envelope. Proposals may **not** be e-mailed, faxed or transmitted over the telephone. It is recommended that each proposal be hand delivered to the Office of the Township Clerk. The Township assumes no responsibility for delays in any form of carrier, mail or delivery

service causing the proposal to be received at the Office of the Township Clerk later than the above-referenced scheduled opening.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. All responsible firms are encouraged to submit proposals.

The Township Committee of the Township of Egg Harbor reserves the right to accept or reject any or all proposals submitted in the best interest of the Township and the Township Committee further reserves the right to waive any defect or informality in any proposal should it be in the best interest of the Township.

Proposers are required to comply with the requirements of P.L. 1975, c 127 (N.J.A.C. 17:27) and <u>N.J.S.A.</u> 10:5-31.

This Federally Funded Request For Proposals does not constitute a bid and is intended solely to obtain competitive proposals from which the Township may choose a contractor(s) that best meet(s) the Township's needs. It is the Township's intent that no statutory, regulatory, or common law bidding requirement apply to this Federally Funded Request For Proposals. The Township of Egg Harbor intends to award any contract(s) for these services pursuant to N.J.S.A. 40A:11-5(1)(c).

<u>Agreement</u>

THIS AGREEMENT made this _____day of _____, , ___, BETWEEN THE TOWNSHIP OF EGG HARBOR hereinafter referred to as "TOWNSHIP" AND ______ and hereinafter referred to as "CONTRACTOR".

WHEREAS, the Township desires to engage the services of the CONTRACTOR to perform various services for the Township as hereinafter provided, and

WHEREAS, the CONTRACTOR has represented that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

ARTICLE I: SCOPE OF SERVICES AND CONTRACT DOCUMENTS

A <u>SCOPE OF SERVICES</u>: CONTRACTOR shall provide to the Township the following services:

All services shall be provided in strict accordance with the requirements and or representations set forth in one (1) or more of the following applicable documents, as checked herein:

The Request for Proposals issued by the Township (Exhibit A)

____ The CONTRACTOR'S proposal (Exhibit B)

Agreement Scope of Services statement (Exhibit C)

In the event of any inconsistencies between the documents the language of the Agreement shall prevail, and the language of the other documents shall be deemed to have the following priority: Exhibit A, Exhibit C, Exhibit B.

B. <u>CONTRACT DOCUMENTS:</u> The Exhibits and Appendices to the Agreement listed below shall constitute integral parts of this Agreement and are hereby incorporated herein in their entirety, unless any portions thereof have been deleted or modified. These documents collectively shall constitute the Agreement between the parties.

 Exhibit A (RFP)	 Appendix 1 (Affirmative Action)
 Exhibit B (Proposal)	 .Appendix 2 (Insurance)

Exhibit C (Scope of Services Statement)

ARTICLE II: PAYMENT

- A <u>AMOUNT, RATE, TIME & MANNER:</u> In accordance with the authorization granted by Resolution# ______, adopted by the Township Committee on _______ 201_, the CONTRACTOR shall be compensated in an amount not to exceed \$ _______ in full consideration of all services performed under this Agreement. The time, rate and manner of payment shall be as follows:
- **B** <u>CHANGE IN AMOUNT:</u> Any changes to the maximum compensation specified in Article II(A) shall only be effective if such additional compensation is expressly authorized by an amendatory resolution duly adopted by the Township Committee. Even if the Agreement calls for the provision of services on an hourly rate or other unit price basis or if the Agreement allows for payment of specified reimbursable expenses, CONTRACTOR, understands that CONTRACTOR shall not be entitled to payment for any level of services rendered in excess of the maximum compensation specified in Article II(A) unless additional compensation is expressly authorized by resolution.
- C. <u>SATISFACTORY PERFORMANCE</u>: It is the exclusive right of the Township to determine that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein prior to approval and payment of invoice submitted by CONTRACTOR.
- **D.** <u>DOCUMENTATION:</u> Payment shall be made only upon submission by the CONTRACTOR of a bill on CONTRACTOR'S letterhead and any other documents deemed necessary by the TOWNHIP. Authorization for payment of periodic billing, final payments or retainage monies requires approval of the Township Committee. Meetings are held on the first and third Wednesday of each month, September to May and the third Thursday of the month June to August. Bills must, be turned in to the Finance office by the preceding Friday.
- **E <u>RIGHT TO AUDIT:**</u> CONTRACTOR agrees to maintain financial records, books and documents plus any evidence necessary to reflect all direct and indirect costs incurred during this Agreement in an auditable format. CONTRACTOR agrees to keep complete and accurate records with respect to the computation of all billing, including receipts for any reimbursable expenses and time records for all persons billed on an hourly rate basis. The CONTRACTOR also agrees to submit all documents and records necessary to assure compliance and completion of this Agreement. CONTRACTOR agrees that all financial records required to be kept be made available for inspection during normal business hours by representatives of the TOWNSHIP. Said records shall be kept for a minimum of three (3) years after expiration of the contract term.

ARTICLE III: TERM

- A. <u>DATES:</u> Upon its authorization and execution this contract shall be effective for the term commencing _____ and expiring on _____
- **B** <u>COMPLETION</u>: The CONTRACTOR shall complete the performance of services under this contract by the contract expiration date and/or in accordance with any completion schedules set forth in Exhibits A, B & C.
- C. <u>EXTENSIONS</u>: Township Committee or their designee may extend the time for completion specified by Article III(B). Such extensions shall only be effective if in writing and shall not extend the Agreement term beyond the term specified in the authorizing resolution. In the event that the time for completion is extended, all of the original terms and conditions will remain in effect for the extended period.

ARTICLE IV: <u>GENERAL PROVISIONS</u>

- A. <u>INDEPENDENT CONTRACTOR</u>: The CONTRACTOR'S status shall be that of an independent principal and not as agent or employee of the TOWNSHIP.
- B. TOWNSHIP NOT RESPONSIBLE FOR CONTROL OF CONTRACTOR'S <u>MEANS AND METHODS</u>: The Township shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the Township shall not be responsible for the Contractor's failure to carry out the Work in accordance with this Contract, and in accordance with all applicable laws and prudent industry practices. Further, the Township shall not be responsible in any way for the acts or omissions of the contractor, and any subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

C. TOWNSHIP REVIEW OF THE CONTRACTOR'S WORK: The

CONTRACTOR shall cooperate with the Township's efforts to ascertain whether the work complies with the requirements and intentions of this Contract. Any such review or inspection, along with any resulting comments, recommendations, requirements, changes or directives made or issued by the Township shall not relieve the CONTRACTOR of any of its obligations to fulfill this Contract as herein required, and shall not make the Township responsible for the CONTRACTOR'S performance or failure to perform any of its obligations under the Contract.

- **D.** <u>CONTRACTOR'S DUTY TO PERFORM:</u> The CONTRACTOR'S obligation to perform and complete the work and provide all Services in accordance with this Contract shall be absolute. Observations made by the Township, recommendation of any progress or final payment by the Township, and any determination that work appears to be substantially completed or any payment by Township to the CONTRACTOR under the Contract; or any use of or reliance upon the work or any part thereof by the Township, shall not act as a waiver or release of the CONTRACTOR'S duties provide all services in accordance with the requirements of this contract.
- E <u>COMPLIANCE WITH ALL LAWS</u>: The Contractor's provision of all materials and goods, and the performance of all work and services required of the Contractor hereunder shall be provided and performed by the Contractor in accordance with all applicable Federal, State, County and municipal ordinances, regulations and statutes. All statutes, rules and regulations that are applicable to the Contractor's performance shall apply as if set forth in full herein. The Contractor warrants and represents to the Township that it is familiar with, and shall comply with all of the statutes, ordinances, rules, regulations and ordinances that are applicable to the Contractor's performance under this Contract.
- F. <u>GOVERNING LAWS:</u> This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey, and any litigation brought by the parties arising out of this Agreement shall be brought only in the Superior Court, and venued in Atlantic County and the CONTRACTOR hereby voluntarily submits to the jurisdiction of said court.
- **G** <u>OWNERSHIP OF CONTRACT DOCUMENTS</u>: All materials, information, reports, drawings, plans or other documents which have been paid for by the TOWNSHIP remain the property of the TOWNSHIP and may be utilized for any Township purpose. CONTRACTOR waives and relinquishes all patent, copyright, or other intellectual property rights, whether statutory or common law, **in** said reports or work products. In any contract requiring submission of reports or work products to appropriate officials of the TOWNSHIP, it is agreed that all work products prepared pursuant to said Agreement are the property of the TOWNSHIP and shall include a statement that such reports were prepared under Agreement with the TOWNSHIP.
- **H** <u>MODIFICATIONS</u>: This Agreement may not be altered, modified or rescinded orally, but any written changes agreed upon and executed by both parties may be incorporated into this Agreement.
- I. <u>SUBCONTRACTING</u>: The Contractor shall be the party solely and fully responsible to the Township for the performance of all requirements of the contract documents, at all times and in all respects.

The Contractor shall not sell, transfer, assign, subcontract or otherwise dispose of his obligations to the Township without first securing written approval of the Township, which shall be based upon the Contractor 's written request for such approval accompanied by the Contractor's submission of proof, to the Township's satisfaction, that the proposed Subcontract or other transfer shall not result in an impairment or reduction in services provided to the Township, or result in a diminishing of the Contractor's obligations hereunder, and that the assignee, purchaser, successor or subcontractor meets or exceeds all requirements and gualifications set forth in the Contract Documents. No assignment or subcontract will be effective or deemed permitted without the prior written consent of the Township as set forth herein. If a subcontract or other assignment is authorized by the Township, the assignee or subcontractor shall enter into a supplement to this agreement affirming that it shall be bound by all of the terms, conditions and requirements set forth in the Contract Documents. In addition, the Contractor shall be solely responsible for making payments to its all subcontractors for all materials, goods, services and labor provided by such subcontractors in connection with the Work, to the extent that such amounts are justly due and owing, subject only to such offsets, retainage and other adjustments that may be permitted by law.

- J. <u>ASSIGNMENT FOR THE BENEFIT OF CREDITORS</u>: The Contractor shall not assign or transfer any payment or payments which may accrue hereunder, and shall not assign or transfer its rights, title or interests in this contract to any creditor, lien or judgment holder or other third party.
- **K.** <u>WAIVER</u>: The failure to enforce any of the terms and conditions of this Agreement by either of the parties hereto shall not be deemed a waiver of any other right or privilege under this Agreement or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation of any other party hereto. In order for there to be a waiver of any term or condition of this Agreement, such waiver must be in writing and signed by the party making the waiver.
- L. <u>SEVERABILITY</u>: Should any provision to this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of the Agreement.
- **M.** <u>CAPTIONS</u>: The captions herein are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or affect any of the terms or provisions hereof.

ARTICLE V: WARRANTIES

- A. <u>NON SOLICITATION:</u> The undersigned does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any TOWNSHIP employees, officers or officials.
- B. **<u>QUALIFICATIONS</u>**: The CONTRACTOR does hereby warrant and represent that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.
- C. <u>ABILITY TO PERFORM</u>: The CONTRACTOR does hereby represent that it is ready, willing and able to perform all services in the timeframe and as required by this Agreement, and that he and/or his subcontractors performing the work presently hold in good standing any and all necessary licenses for the lawful performance of said services within the State of New Jersey.

ARTICLE VI: INDEMNIFICATION

- A <u>GENERAL</u>: The CONTRACTOR agrees to protect, defend, indemnify and save harmless the Township and its officers, directors, employees, agents, and other proposers of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any and all losses, claims, actions, costs, expenses, judgment, subrogation or other expenses by reason of any death real or alleged injury or damage to the person or property of others arising out of or incidental to the performance of the terms of this contract by the CONTRACTOR, excluding any alleged loss, claim, judgment, subrogation or other expense that shall have been exclusively caused by the negligent or wrongful act or omission of the Township.
- B. <u>PREMISES</u>: If it becomes necessary for the CONTRACTOR, either as principal or by agent or employee, to enter upon the premises or property of the Township or any third party, in order to perform the services required hereunder, the CONTRACTOR covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein

covered, and to be responsible for, and to the indemnify and save harmless the Township from the payment of all sums of money by reason of all, or any, such accidents, injuries damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any municipal or Township ordinance, regulations, or the laws of the State, or the United States, while the said work is in progress, excluding any alleged loss, claim, judgment, subrogation or other expense that shall have been exclusively caused by the negligent or wrongful act or omission of the Township.

- C. <u>ROYALTY, COPYRIGHTS, PATENTS:</u> The Contractor shall indemnify and save harmless the Township against any and all claims for royalty, patent or copyright infringements or suits for information thereon which may be involved in the manufacture or use of the item to be furnished herein.
- D. <u>SURVIVAL</u>: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and Services and termination or completion of the Agreement.

ARTICLE VII. INSURANCE

- A. **COVERAGE:** CONTRACTOR shall purchase and maintain during the entire period of this Agreement insurance coverage either:
 - as specified in the insurance requirements set forth in the Request for Proposal (Exhibit A), or
 - as specified **in** Appendix 2 which is hereby incorporated into this agreement.
 - no insurance is required for this Agreement.
- B. **<u>DOCUMENTATION</u>**: CONTRACTOR must provide the TOWNSHIP with a certificate of insurance in accordance with the requirements of either Exhibit A or Appendix 2 prior to the TOWNSHIP'S execution of this Agreement and payment of invoices for services rendered under this Agreement.

ARTICLE VIII: REGULATORY REQUIREMENTS

- A. <u>AFFIRMATIVE ACTION AND NON-DISCRIMINATION</u>: CONTRACTOR agrees to comply with the requirements of PL 1975 c.127 (N.J.A.C. 17:27), which requirements are set forth in Appendix 1 which is attached hereto and incorporated herein.
- **B** PREVAILING WAGE: The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) is hereby made a part of every Agreement entered into by the TOWNSHIP OF EGG HARBOR, except those Agreements which are not within the scope of the Act. The successful CONTRACTOR and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls and documentation of compliance, and to permit on-site monitoring, including interviews with employees and review of subcontracts, by TOWNSHIP representatives. The CONTRACTOR'S signature on this Agreement is his guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by this bid are listed or are on record in the office of the Commissioner of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act. Every CONTRACTOR and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate of wages paid, hours worked, and total wages paid to each worker employed by him/her in connection with a public work project. The prevailing wage as published by the Department of Labor shall be noted on the payroll journal next to the actual wage rate paid. Payroll records shall be presented for a period of two years from the date of payment.
- C. <u>NON-DISCRIMINATION</u>: The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

ARTICLE IX: DEFAULT

- A. <u>WHAT CONSTITUTES A DEFAULT:</u> A default under the agreement shall include but not be limited to any of the following events:
 - 1. Bankruptcy or insolvency of contractor, whether liquidating or non-liquidating;
 - 2. Conviction of any principal of CONTRACTOR of any crime under the laws of the State of New Jersey or Federal laws, which, if committed by a public official, would disqualify that person from public employment;

- 3. Breach of any term of the Agreement by the CONTRACTOR or the TOWNSHIP;
- 4. Abandonment or discontinuation of the work by CONTRACTOR without the express written permission of or direction by the TOWNSHIP;
- 5. Failure of the TOWNSHIP to make payments to the CONTRACTOR that are lawfully due and owing under this Contract, provided that such payments are not subject to any other reasonably valid offset, lien, claim or demand.
- 6. Failure of Contractor to pay its subcontractors and/or suppliers, or any governmental authority any sums that are legally due and owing that are related to provision of goods or services related to this project.
- 7. Assignment or subcontracting of the work or any part thereof or any monies due hereunder that is not authorized by the Township as set forth in this Contract.
- 8. Failure of the Contractor to commence and diligently perform all required work and services within the time limits specified for such performance by the Township.
- B. <u>REMEDIES</u>: In the event of a default, the non-defaulting party shall be entitled to proceed with each and every remedy that may be available at law or in equity, including but not limited to: commencement of an action seeking specific performance, damages, and termination of this agreement as provided in Section X herein. The commencement of any rights or remedies by either party shall not be deemed to preclude resort to any other rights or remedies that may be available to such party.

Prior to commencement of any right or remedy pursuant to this section, the party alleging a default shall provide the defaulting party with written notice and an opportunity to cure, which shall in no event extend beyond thirty (30) days from the date of the alleged default's occurrence.

C. <u>CONTINUING THE WORK:</u> During the pendency of any dispute or disagreement, the Contractor shall carry on the Work and adhere to the progress schedule, and shall not abandon, slow down or terminate its work, and no Work shall be delayed or postponed pending resolution of any disputes or disagreements, unless this Agreement is Terminated or such deviation from the Work or Work Schedule is directed by the Township.

Article X: TERMINATION OF CONTRACT

- A. <u>**TERMINATION FOR CONVENIENCE:**</u> The Township may terminate a Contract, in whole or in part, without showing cause, when the Township determines that termination is in the best interest of the Township.
- B. <u>**TERMINATION BY OWNER FOR CAUSE:**</u> Without limitation upon any other right or remedy that may exist or be available to the Township under the Contract Documents or generally as a matter of law or in equity, the Township may terminate the Contract upon the Contractor's failure or inability to perform in accordance with the terms and conditions set forth in this Contract, which shall include (but not be limited to):
 - a Persistent or repeated refusal or failure to supply enough skilled workers or proper materials;
 - b. Failure to make payment to Subcontractors or suppliers for materials or labor, in accordance with the respective agreements between the contractor and the subcontractor;
 - c. Persistent disregard of laws, ordinances, rules, regulations, orders, levies or assessments of a public authority having jurisdiction; or
 - d Substantial breach of a provision of the contract documents.
- C. <u>NOTICE OF TERMINATION</u>: The Township may terminate the contract for cause or convenience after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice of the Termination.
- D. **EFFECT OF TERMINATION:** Upon the effective date of termination for cause or convenience, all work shall cease and the contract shall be deemed terminated. The Township shall pay all costs incurred by the Contractor up to the date of termination, less any credits or setoffs that are due and owing to the Township, as specified by the Contract Documents. The Contractor will not be reimbursed for any anticipatory profits, or for any costs or expenses which have not been incurred for materials delivered or work performed for the Township, at any time after the date of termination. In the event of a termination for cause, Township's election to complete work shall not constitute a waiver of claims arising from the Contractor's default.

ARTICLE XI: ADDRESS FOR NOTICE

The address given below shall be the address of the representatives parties to which all notices and reports required by this Agreement shall be sent by mail:

For Township:

Township Administrator Township of Egg Harbor 3515 Bargaintown Road Egg Harbor Township, NJ 08234

For Contractor:

Any notice or statement by any party shall be deemed to be sufficiently given when sent by prepaid certified mail return receipt requested, to any party at its address set forth hereinabove. This address shall remain in effect unless another address is substituted by written notice.

IN WITNESS WHEREOF, the parties hereto have duly signed and sealed this contract.

ATTEST:

TOWNSHIP OF EGG HARBOR:

Township Clerk

ATTEST:

Mayor

CONTRACTOR:

APPROVED AS TO FORM:

Township Solicitor

APPENDIX 1

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C.17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, 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, the contractor 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. The contractor 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.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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.

The contractor or subcontractor 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 the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor 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 the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted Township employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees 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.

The contractor or subcontractor agrees 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.

In conforming with the targeted employment goals, the contractor or subcontractor agrees 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.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one (1) of the following three (3) documents:

- o Letter of Federal Affirmative Action Plan Approval
- o Certificate of Employee Information Report
- o Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.</u>

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Construction Inspection Procedures

For Federal Aid Projects

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Table of Contents

Scope and Applicability	
Definitions	
Important Timing Concerns	
Responsible Charge 4	
Source Documentation	
Buy America	
DBE Compliance 6	
Equipment and Supplies	
Warnings and Cautions	C
Interdepartmental Coordination 1	C
Procedures1	C
Pre-Design11	C
Design 11	C
Construction1	C
Post Construction 14	4
Data and Records Management	1
Physical Records Management 14	1
Digital Records Management	1

SCOPE AND APPLICABILITY

The process detailed herein will ensure successful inspection of roadway projects funded by federal-Aid.

DEFINITIONS

<u>CFR</u> - Code of Federal Regulations

<u>Federal Funded Project</u> - A construction project put forth by the Township of Egg Harbor which is funded by the Federal Highway Administration's (FHWA) Federal-aid Highway Program, which is managed by the Township Engineer.

<u>FHWA</u> - Federal Highway Administration. FHWA provides oversight to the NJDOT and is the source of funding.

<u>LPA</u> - Local Public Agency. The Local Public Agency is the recipient of federal funds. Generally through a State agency, for specific projects and purposes. In this case, the LPA is meant to be the Township of Egg Harbor.

<u>NJDOT</u> - New Jersey Department of Transportation. NJDOT provides oversight to the LPA and approves reimbursements to the LPA for funds spent.

IMPORTANT TIMING CONCERNS

In order to fulfill its oversight responsibilities and minimize the impact of future funding, NJDOT has initiated the following procedures so as to comply with 23 CFR 630.105, which governs some of the financial requirements of federal-aid funding, especially those related to authorization and reimbursement of funds.

LPAs must award a construction contract within four (4) months of receiving a Notice To-Proceed from NJDOT. The Notice-To-Proceed issued by NJDOT after FHWA authorizes funding.

NJDOT must receive an initial billing from the LPA for the construction project no later than three (3) months after NJDOT has concurred in the award of construction contract.

NJDOT must receive subsequent billings no later than three (3) months after the initial billing and every three (3) months thereafter.

- Requests for final inspection and acceptance by NJDOT shall be made by the LPA not later than thirty (30) days following substantial completion of construction.
- Closure documents shall be submitted by the LPA to NJDOT within two (2) months of receipt of acceptance by NJDOT.
- Failure or inability to meet the above requirements may result in the following actions:

- Not awarding construction within four (4) months of NJDOT's Notice-To-Proceed will result inwithdrawal of FHWA funding authorization on the project in question. Projects affected will then need to be reauthorized when ready. This may mean that the program will have to be reprogrammed in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) and could result in significant delays.
- o Not meeting the billing requirements will result in the restriction of authorization of any future FHWA funding until such time æ progress on timely billings is demonstrated.
- o Similarly, not meeting the time requirements for project close-out will result in the restriction of authorization of future FHWA funding until such time as progress onclosure is demonstrated.

Responsibilities

Responsible Charge

Title 23 CFR 635.105(a}(4) requires Local Public Agencies (LPA) to provide a full-time employee to be in responsible charge of Federal-aid construction projects. The person in responsible charge of LPA administered projects need not be an engineer. The "responsible charge" requirement applies even when a consultant is providing construction engineering services. The person in responsible charge shall be a Township of Egg Harbor employee in accordance with 23 CFR 635.105 (a}(4).

The LPA responsible charge is accountable for the project and expected to perform the following duties and functions:

- Administers inherently government projects activities, including those dealing with cost, time, adherence to contract requirements, construction quality, and scope of Federal-aid projects.
- Maintains familiarity of day-to-day project operations, including project safety issues.
- Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements.
- Visits and reviews the project on a frequency that is commensurate with the magnitude and complexity of the project.
- Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste and abuse; and
 - o Directs project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation.
- Is aware of the qualifications, assignments, and on-the-job performance of the agency and consultant staff at all stages of the project.

Federal regulations do not preclude the sharing of these duties and functions among a number of LPA employees, nor do the regulations preclude one (1) employee from having responsible charge of several projects and directing project engineers assigned to specific projects.

Source Documentation

Title 23 CFR 635.123 requires each LPA to adopt procedures that provide adequate assurance that the quantities of completed work on Federal-aid construction projects will be determined accurately and on a uniform basis. All such determinations and all related source documents upon which payment is based must be a matter of record.

Additionally, all source documents pertaining to the determination of pay quantities must be retained for three (3) years after final payment and project close-out pursuant to 49 CFR 18.36(j)(II).

Source documents are the LPA's handwritten receipt of exactly what was delivered and how many or how much. They are the single most important form of documentation that substantiate quality and quantities and provide the required basis for payment to the contractor. Lack of source documentation can result in the loss of federal participation of funds. Source documentation consists of notes/documentation of counts; digital photographs; measurements (length, width, depth and slope); calculations of area, volume, weights, sketches; a statement of compliance with contract plans and specifications; field changes; comments; and delivery tickets collected and initialized by the inspector at the point of unloading. Photographs are an important part of the source documentation and should be taken as often as necessary to supplement notes and measurements.

The LPA's procedures for source documentation are:

- Delivery tickets are received before placement of materials.
- Testing of materials is documented in the project files and referenced in daily inspection reports.
- Form DC-29s are used for daily inspection reports and the instructions included on the DC-29s are followed. DC-29s are supplemented with field notes and photographs that tie the work being done to the plans, specifications and related contract documents. (http://wwvv.state.nj.us/lransportation/business/localaid/documents/DC20WI.pdf)
- The Township of Egg Harbor uses an inspection report that has been approved by the Township Engineer and is in general conformance with the NJDOT and FHWA. This form replaces Form DC-29. A copy of the inspection report is attached to this document.
- Inspection forms are signed and dated by the inspectors.
- The Project Engineer reviews and initials the daily inspection reports.
- The Project Engineer prepares a summary of pay quantities based on the daily inspection reports.
- The Project Engineer uses the summary of pay items to develop periodic pay estimates. The summary of pay items must be used in comparison and negotiations of contractor payment requests. The Project Engineer must ensure proper payments are being made in accordance with the contract provisions. Upon acceptance of the negotiated contractor payment a voucher request will be forwarded to the LPA Finance Department for contractor payment. Once contractor payment is made the LPA Finance Department must prepare and submit a State voucher.

- Prevailing wage rate requirements of 23 U.S.C. and the Davis-Bacon Act must be met and documented in the LPA's project files.
- Environmental commitments and/or permit requirements must be met and documented in the daily inspection reports.
- All pedestrian facilities must be constructed or reconstructed in accordance with the Americans with Disabilities Act (ADA) of 1990, Section 503 of the Rehabilitation Act of 1973, 28 CFR 35. 151 (e) and the NI DOT Standard Construction Details.
- DBE requirements are monitored and enforced to ensure compliance with 49 CFR 26, the contract plans specification and related contract documents, the NJDOT Construction Handbook section V. Subsection Band N Dot DBE/ESBE Programs.

Buy America

Title 23 CFR 635.410 requires that all steel or iron products permanently incorporated into a Federal-Aid project must be manufactured in the United States. This includes the application of coatings.

Buy America requirements apply to the entire Federal - Aid project. Steel or Iron Products purchased with non[°] Federal funds are not exempt from this requirement.

Waivers are permissible in rare cases as specified in 23 CFR 635.410(c)(1). Minimal use of foreign steel or iron is permissible it the costs of such materials does not exceed one- tenth of one percent of the total cost or \$2,500, whichever is greater as specified in 23 CFR 635.41 O(b) (4).

The LPA Construction Inspector is responsible for receiving the Buy America certification at the time of delivery and prior to the steel or iron product being incorporated into the project. The Buy America certification must be current, signed and dated and to be specific to the materials.

DBE Compliance

Title 49 CFR 26 requires that Disadvantaged Business Enterprises (DBE) have an equal opportunity to receive and participate in Federal-aid assisted construction contracts. The Township of Egg Harbor is responsible to award Federal-aid contracts to only those bidders who make a good faith effort to meet the DBE goals established by NJDOT's Civil Rights Contract Compliance Unit. The LPA must continuously monitor DBE participation as the project progresses and is responsible for ensuring the contract goals will be met at the time of contract completion. Failure to comply with DBE goal requirements mayresult in the loss of federal funding. The LPA's responsibilities include:

- 1 Verification of Recommendation to Award memorandum and Form CR-266F, "Schedule of DBE/ESBE Participation" (former "Form A") to determine status of the subcontractors to monitor DBE/ESBE compliance.
- 2 Monitor participation by comparing contractors DBE/ESBE/SBE goal commitments against each Form DC-18 "Request for Approval to Sublet". Cross check the Daily Work Reports with each affected Form DC-18, the Recommendation to Award, and the Form CR-267. Monthly Report of Utilization of ESBE/DBE or SBE.

- 3. Utilize Daily Work Report to document on-site monitoring of stipulated DBE work items and contractor performing the work to insure compliance.
- 4. The Project Engineer: Are of non-compliance issues and direct the contractor in writing to comply with these requirements. Revisions can only be made to the approved DBE/ ESBE/SBE program upon submission of a revised form CR 266 by the contractor and review and approval by NJDOT.
- 5. Any DBE/ESBE/SBE goal commitments not fulfilled must be supported by Good Faith Effort documentation and reviewed and approved by NJDOT based on the guidance set forth in 40, CEP 26, Appendix A

set forth in 49 CFR 26 Appendix A The Township Engineer is a consultant appointed by the Township and is ultimately responsible for all engineering-related and other incidental work associated with the project. The Township Engineer is responsible for the following tasks:

- NEPA Documents and Permits
- PS&E Approval
- Involved with ROW Availability
- Utility Clearances Disposition of Change Orders
- ADA Compliance

The Project Engineer has day-to-day oversight and responsibility for all aspects of the project. During the construction phase of the project, the Project Engineer should expect to devote half the workday to project oversight. The Project Engineer shall:

- Administer inherently government projects activities, including those dealing with cost, time adherence to contact requirements, construction quality, and scope of Federal-aid projects.
- Maintain familiarity of day-to-day project operations, including project safety issues.
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements.
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project.
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste and abuse.
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including project documentation.
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.
- Communicate on a daily basis with the Responsible Charge.

The Project Engineer is responsible for the following tasks:

Bid Reviews and Analysis

• Approval of material sources

- Construction contract administration
- Construction inspection (either as specific project inspector, particular project facet or assubstitute for or in addition to the chief construction inspector:
- Source documentation
- Buy America
- Sampling/testing acceptance
- Contract changes (along with CFO)
- Contract time
- Disposition of change orders
- Wage rate compliance
- DBE monitoring and compliance
- Training goals monitoring and compliance
- ADA compliance
- Consultant contract administration
- Work zone safety and traffic control (along with Township Engineer and Police)

On any particular project, there is a possibility that the responsibilities of the Project Engineer shall be split between multiple staff members. In this case, both staff members would be considered to be the Project Engineer and person in responsible charge for the project.

The Project Engineer may also be the Designer.

Designer - This person is responsible for the final product of the design. To this end, the designer must make every effort to become oriented with the project goals, site, the design guidelines and the internal workings of the Township Engineer.

Surveyor - This person is responsible for data collection to create the base map and additional information as needed by the Designer. The limits of the project and depth of survey information required will be determined at the Kick-Off Meeting.

Construction Inspector - This person is responsible for (1) Constructibility review of the plans and specifications prior to Township Engineer review. (2) Daily inspection of the construction progress. (3) Receiving source documents and creating source documents in the form of delivery slips, material certifications, detailed inspection reports and photographs. (4) Reconciling pay quantities with the contractor. (5) Creation and inspection of the punch list. (6) Coordinating with Project Engineer relative to final as-built quantities.

Title 23 CFR 635.105 requires projects receive adequate supervision and detailed construction inspection to ensure construction is completed in conformance with the approved plans and specifications. Likewise, LPAs are required to be adequately staffed and suitably equipped to undertake and satisfactorily complete this work. The LPA's detailed inspections and related source documents are the basis for payment of completed work. Title 23 CFR 635.123 requires LPAs to have procedures in place to inspect and verify delivery of quality of materials and ensure that work has been completed in

accordance with the plans and specifications. Source documentation should be reflected in inspector reports, daily diaries and engineering calculations.

The Construction Inspector is responsible for the following tasks:

- Construction Inspection
- Source Documentation
- Wage Rote Compliance
- DBE Monitoring and Compliance
- Training Goals Monitoring and Compliance
- ADA Compliance
- Work Zone Safety and Traffic Control (Coordination with Traffic Engineer)

Drafter - This person is responsible for creation of the base mop, drafting proposed conditions and all sheets required by the Designer.

Administrative Assistant - This person is responsible to provide correspondence, prepare payments and change orders for approval by the Project Engineer and filing documents in an orderly fashion.

Equipment and Supplies

The Construction Inspector will need the following materials and supplies to carry out his duties in a satisfactory manner:

Measuring Devices:

- Measuring Wheel
- Tape Measures
- Folding Ruler
- Thermometer (or Temperature Gun)
- Level 4' or longer (must be a smart level)
- Digital Camera
- Concrete Testing Equipment
- Marking Paint

Safety Equipment Hearing Protection

- Steel Toe Boots in conformance with current union contract
- Hard Hat
- Safety Vest
- Eye Protection
- Safety Cones

Documents: Construction Plans and Specifications

- Copies of Approved Submittals
- Inspection Reports
- Interview Forms
- Field Order Forms

Warnings & Cautions

It is imperative that you wear proper safety equipment, employ use of cones as needed and be aware of your surroundings at all times.

Interdepartmental Coordination

Aside from the contractor and various members of the Engineering Division Staff, the Construction Inspector may need to coordinate with the Water Utility, Township MUA, or other municipal department personnel.

Procedures

Federal funded projects consist of five (5) distinct phases: PRE-DESIGN, DESIGN, BIDDING, CONSTRUCTION and POST-CONSTRUCTION. The Construction Inspector has responsibilities in all phases except the BIDDING phase.

Pre-Design

Preliminary Engineering Assessment (PEA) - The Project Engineer, Designer, and Construction Inspector shall visit the project site to (1) take measurements as needed to prepare a preliminary estimate, (2) evaluate potential opportunities and pitfalls in the project, and (3) develop the design methodology. It is recommended that this is coupled with test pits, if they are needed. The Project Engineer shall write a brief narrative describing the design methodology.

Design

QA/QC Review - The Designer shall provide the Township Engineer and Construction Inspector with a complete set of plans, specifications and estimate for review and comment. The Designer shall ensure that the workbook has been modified properly so that it may be used in all phases of the project.

Construction

Pre-Construction Meeting Kick-Off Meeting - This shall be a brief meeting with the team members who will attend the Pre-Construction Meeting. Items of discussion will include deviations from the standard Pre-construction meeting agenda and special points to be emphasized during that meeting. The status of the contracts shall be known prior to this meeting.

Pre-Construction Meeting - Team members involved in the construction phase shall attend this meeting with the contractor, utilities and other governmental departments. The Project Engineer will read

through the Pre-Con Agenda and generally run the meeting. Contracts should be complete prior to this meeting.

Approve Submittals - The Project Engineer, or his designee, shall review submittals provided by the contractor. Submittals are required for all major pay items (HMA mix designs, concrete mix designs, inlet castings). The contractor shall provide five (5) copies of all submittals, which shall be stamped with the submittal stamp, reviewed and marked accordingly. The Project Engineer, or designee, shall sign all submittals. Two (2) copies will be returned to the contractor, one (1) will go to the Construction Inspector, one (1) will go to the NJ DOT Federal Aid Representative and (1) will go into the main file.

Inspection - Title 23 CFR 635.105 requires projects receive adequate supervision and detailed construction inspection to ensure construction is completed in conformance with the approved plans and specifications. Likewise, LPAs are required to be adequately staffed and suitably equipped to undertake and satisfactorily complete this work. The LPA's detailed inspections and related source procedures in place to inspect and verify delivery and quality of materials and ensure that work has reflected in inspector reports, daily diaries and engineering calculations.

It is imperative that the project inspector note all daily activities for each individual work day during construction. This includes all compliance related to construction and not limited to non-compliance problems. The inspector shall complete a daily inspection report even during times that there is no work on-site.

The CONSTRUCTION INSPECTOR is responsible for the following tasks:

- Observe all construction activities related to the project including any material testing and safety procedures.
- Collect and maintain all delivery tickets received before placement of materials.
- Measurement and documentation of all pay quantities on inspection reports. Length, width & depth of each pay item shall be noted on every inspection report.
- Coordination of work with contractor
- Source documentation
- Coordination with Project Engineer
- Documentation of contractor's workforce
- Wage rate inspections (minimum once per month)
- Communication with the Contractor, Project Engineer, and Public
- Maintain records of quantities for all payments and change orders
- Completion of daily inspection Form (signed and dated)
- Collect and maintain all "Buy America" certifications at time of material delivery
- Ensure that the contractor is conforming with ADA Compliance
- Work zone safety
- Traffic control (coordination with Traffic Engineer)

Major areas of documentation:

- Daily diaries or Inspector's daily reports
- Method of measurement & basis of payment
- Estimated vs. final quantities
- Materials submittals (certificates of compliance, test reports, etc.) QC, QA, Acceptance
- Shop drawings
- Environmental compliance
- Work zone safety & traffic control
- Change orders, extension of time
- Claims

Project diaries are to include, but not limited to:

- Clear, concise, accurate
- Factual (no hearsay)
- Signed and dated by Construction Inspector

Major items to include, but not limited to:

- Items of work
- Weather
- Contractors, workforce and equipment
- Traffic control
- NPDES
- Testing
- Compliance and non-compliance issues
- Precise location of work
- Measurements
- ADA compliance
- DBE compliance
- Pay quantities decisions made on-site
- Site visitors (City staff, contractor representative, resident, etc.)

The Township Engineer's Administrative Assistant shall create a project binder for each individual federal-aid project.

At the end of every work day, the inspector shall give all documents, received or completed for that day, to the Township Engineer's Administrative Assistant so that copies can be made and included in the project binder. The documents included in the project binder are as follows, but not limited to:

- Daily inspection reports
- Wage rate inspection reports

- Material tickets
- Any certification such as "Buy America" certifications
- Testing reports

If any unforeseen changes or changed conditions occur during construction, the construction inspector shall notify the LPA's Project Engineer. The LPA's Project Engineer in conjunction with the inspector will determine if the necessary change will create a change order. At which time the Project Engineer will issue a completed field order form signed and dated by both the LPA's Project Engineer and the contractor. Field orders cannot be issued by the inspector without prior approval from the LPA's Project Engineer.

Payments - See Standard Operating Procedure for Construction Contractor Payment for Federal aid Projects.

Change Order Process (local) - the Project Engineer shall coordinate with the Construction Inspector and contractor to establish items, quantities, prices and/or contract time to be adjusted. The Township Engineer and NJDOT representative are to be notified immediately of any change order situation. The Administrative Assistant will prepare the necessary forms for review and approval by the Project Engineer. Upon approval by the Township Engineer, the change order is forwarded to the Township Administrator and CFO for Consideration by the Township Committee.

Change Order Process (Federal) - Concurrent with the creation of the Local Change Order documents, the Federal Change Order forms must be created. Upon Township Committee approval of the Local Change Order, the Federal Change Order form is to be signed by the Township Engineer and Contractor, then presented to the Township Administrator for signature. Once complete, it shall be forwarded to the NJDOT representative for review and approval.

Dispute Resolution - Disputes shall be properly documented and resolved. A meeting shall be held between the Contractor, Project Engineer and as needed, the Construction Inspector and Township Engineer. If the resolution requires a change to the Contract, the Change Order process noted herein shall befollowed. Should the matter not be resolved between the parties, it will be handed over to the Township's Solicitor for resolution.

Disposition of Change Order Protests - title 23 CFR 635.106 prescribes standardized changed conditions contract clauses for differing site conditions; suspensions of work ordered by the engineer and significant changes in the character of work on all federal-aid construction projects. The Project Engineer is responsible for resolving protests to change orders in accordance with 23 CFR 635.109 and Section 104.03.02 of the NJDOT 2007 Specifications.

If the contractor disagrees with any terms or conditions of a Change Order, a written protest must be submitted to the Township within fifteen (15) days of receipt of the Change Order. The Township will notify the NJDOT assoon as possible. (Agreement language and claims language; NJSA 59:13-1)

Submission of a written protest does not relieve the contractor from the obligation to proceed with work as directed by an approved change order.

Punch List - At the end of the construction phase of the project, there will remain some (generally minor) outstanding contract items to be completed or corrected. These are punch list items. The Construction Inspector shall prepare a list detailing the punch list items. Prior to final payment, all punch list items are to be completed to the satisfaction of the Township Engineer. The best way to handle completion of the punch list items is to maintain open communication with the Contractor's Project Engineer throughout the course of the project.

Final Payment - Everything is complete with the project. The construction is over. All paperwork has been received from the contractor. Final payment can be made.

Post Construction

Lessons Learned - A final review of the project, "Lessons Learned" is a way to evaluate what worked and what did not for a project. The Lessons Learned meeting should be scheduled soon after the final closeout of the project. All team members should be present to provide their insights. This may result in changes to policy, specifications, details or design philosophy.

Data and Records Management

Data and Records Management can be divided into two categories: Physical and Digital. Whichever category a record can fall into, it is imperative that at least the project number is identified on all relative documents (correspondence, email, plans ...).

Physical Records Management

The physical project file is to be created and maintained by the Administrative Assistant. Within the file folder, there will be created separate file folders for Correspondence, Design, Payment and Submittals. Additionally, the Construction Inspector shall create an Inspection Field File.

The Inspection Field File shall be created and maintained at the time of the Pre-Construction Meeting. It is to be on-site with the Construction Inspector at all times. The Inspection Field File shall contain copies of the plans and specification, The contractor's bid form, all change orders and submittals, and shall have a source documentation, the daily inspection forms for the project as well as material slips received from the contractor.

Digital Records Management

Digital records include email as well as all other digital documents created relative to the project.

Email related to a project shall contain the Project Number within the subject bar. This is required for ease of filing. All email specifically related to a project shall be printed and the hard copy shall be filed by the Administrative Assistant. (Printing can be done automatically through rule creation within

.

Microsoft Outlook). It is recommended that all personnel create project folders within Microsoft Outlook, where project email is to be stored.

All other digital records shall be saved within the digital project file folder which on the Township's Drive. Appropriate subfolders shall be created which may include, but not be limited to: Correspondence, DWG, Specifications, Design.



Construction Contractor Payment Procedures

For Federal Aid Projects

1

Table of Contents

SCOPE AND APPLICABILITY	3
DEFINITIONS	3
IMPORTANT TIMING CONCERNS	3
RESPONSIBILITIES	4
RESPONSIBLE CHARGE	4
WARNINGS & CAUTIONS	6
INTERDEPARTMENTAL COORDINATION	6
PROCEDURES - PAYMENT	6
REQUEST RECEIVED	6
QUANTITY RECONCILIATION	6
BILLING/SOURCE DOCUMENTATION FOR PAYMENT	6
SOURCE DOCUMENTATION	7
BUY AMERICA	8
DBE COMPLIANCE	8
INVOICE FORM	9
PAYMENT RECEIVED IN THE COMPUTER SYSTEM	9
PAPERWORK FORWARDED TO FINANCE DEPARTMENT	9

Scope and Applicability

The process detailed herein will ensure timely payments to construction contractors on roadway projects funded by Federal-Aid.

Definitions

CFR: Code of Federal Regulations

FHWA: Federal Highway Administration. FHWA provices oversight to the NJDOT and is the source of funding.

Green Book: "A Policy on Geometric Design of Highways and Streets", current edition, prepared by American Association of Slate Highway and Transportation Officials (AASHTO).

LPA: Local Public Agency. The Local Public Agency is the recipient of federal funds, generally through a State agency, for specific projects and purposes. In this case, the LPA is meant to be the Township of Egg Harbor.

MUTCD - "Manual on Uniform Traffic Control Devices", current edition, prepared by Federal Highway Administration (FHWA).

NJDOT: New Jersey Department of Transportation. NJDOT provides oversight to the LPA and approves reimbursements to the LPA for funds that have been spent.

Important Timing Concerns

In order to fulfill its oversight responsibilities and minimize the impact of future funding, NJDOT has initiated the following procedures so as to comply with 23 CFR 630.106, which governs some of the financial requirements of federal-aid funding, especially those related to authorization and reimbursement of funds.

- LPAs must award a construction contract within four (4) months of receiving a Notice To-Proceed from NJDOT. The Notice-To-Proceed is issued by NJDOT after FHWA authorizes funding.
- NJDOT must receive an initial billing from the LPA for the construction project no later than three (3) months after NJDOT has concurred in the award of construction contract.
- NJDOT must receive subsequent billings no later than three (3) months after the initial billing and every three (3) months thereafter.
- Requests for final inspection and acceptance by NJDOT shall be made by the LPA not later than thirty (30) days following substantial completion of construction. Closure documents shall be submitted by the LPA to NJ DOT within two (2) months of receipt of acceptance by NJDOT.

Failure or inability to meet the above requirements may result in the following actions:

- Not awarding construction within four (4) months of NJDOT's Notice-To-Proceed will result in withdrawal of FHWA funding authorization on the project in question. Projects affected will then need to be reauthorized when ready. This may mean that the program will have to be reprogrammed in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) and could result in significant delays.
- Not meeting the billing requirements will result in the restriction of authorization of any future FHWA funding until such time as progress on timely billings is demonstrated.

• Similarly, not meeting the time requirements for project close-out will result in the restriction of authorization of future FHWA funding until such time as progress on closure is demonstrated.

Responsibilities

Responsible Charge

Title 23 CFR 635.105(a)(4) requires LPAs to provide a full time employee to be in responsible charge of Federal Aid Construction Projects. The person in charge of LPA administered projects need not be an engineer. engineer. The "responsible charge" requirement applies even when a consultant is providing construction engineering services.

The LPA responsible charge is accountable for the project and expected to perform the following duties and functions:

- Administers inherently Government project activities, including those dealing with cost, time, adherence to contract requirements, construction quality, and scope of Federal-aid projects.
- Maintains familiarity of day to day project operations, including project safety issues.
- Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements.
- Visits and reviews the project on a frequency that is commensurate with the magnitude and complexity of the project.
- Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse, and directs project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation.
- Is aware of the qualifications, assignments, and on-the-job performance of the agency and consultant staff at all stages of the project.
- Federal regulations do not preclude the sharing of these duties and functions among a number of LPA employees, nor do the regulations preclude one (1) employee from having responsible charge of several projects and directing project managers assigned to specific projects.

The <u>Township Engineer</u> is ultimately responsible for all work associated with the project. The Township Engineer is also responsible for the following tasks:

- NEPA Documents and Permits
- PS & E Approval
- Involved with ROW Availability
- Utility Clearances Disposition of Change Orders
- ADA Compliance

The <u>Project Engineer</u> has day-to -day oversight and responsibility for all aspects of the project. During the construction phase of the project, the Project Engineer should expect to devote half the workday to project oversight. The Project Engineer shall:

- Administer inherently government project activities, including dealing with cost, time, and adherence to contact requirements, construction quality, and scope of Federal-aid projects.
- Maintain familiarity of day-to-day project operations, including project safety issues.
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements.
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project.

- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse.
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including project documentation.
- Be aware of the qualifications, assignments, and the on-the-job performance of the agency and consultant staff at all stages of the project.

The Project Engineer is responsible for the following tasks:

- Bid reviews and analysis
- Approval of material sources
- Construction contract administration
- Construction inspection (either as specific project inspector, particular project facet, or as substitute for or inaddition to the chief construction inspector)
- Source documentation
- Buy America compliance
- Sampling/testing acceptance
- Contract changes (along with Township Engineer)
- Contract time
- Disposition of change orders
- Wage rate compliance
- · Training goals monitoring and compliance
- ADA compliance
- Consultant contract administration
- Work zone safety and traffic control (along with traffic engineer & police)

On any particular project, there is a possibility that the responsibilities of the Project Engineer shall be split between multiple staff members. In this case, both staff members would be considered to be the Project Engineer and person in responsible charge for the project.

The <u>Construction Inspector</u> is responsible for (1) Constructability review of the plans and specifications prior to Township Engineer review, (2) Daily inspection of the construction progress, (3) Receiving source documents and creating source documents in the form of delivery slips, material certifications, detailed inspection reports and photographs, (4) Reconciling pay quantities with the contractor, (5) Creation and inspection of the punchlist, (6) Coordinating with the Project Engineer relative to final as-built quantities.

Title 23 CFR 635.105 requires projects receive adequate supervision and detailed construction inspection to ensure construction is completed in conformance with the approved plans and specifications. Likewise, LPAs are required to be adequately staffed and suitably equipped to undertake and satisfactorily complete this work. The LPA's detailed inspections and related source documents are the basis for payment of completed work. Title 23 CFR 635.123 requires LPAs to have procedures in place to inspect and verify delivery and quality of materials and ensure that work has been completed in accordance with the plans and specifications. Source documentation should be reflected in inspector reports, daily diaries and engineering calculations.

The <u>CONSTRUCTION</u> INSPECTOR is responsible for the following tasks:

- Construction inspection
- Source documentation
- Wage rate compliance
- DBE monitoring and compliance
- Training goals monitoring and compliance
- ADA compliance

• Work zone safety and traffic control (coordination with traffic engineer)

The <u>Administrative Assistant</u> is responsible to provide correspondence, prepare change orders for approval by the Project Engineer and filing documents in an orderly fashion.

Warnings & Cautions

When on-site, you will most likely be in the way. It is imperative that you wear proper safety equipment, employ use of cones as needed and be aware of your surroundings at all times.

Interdepartmental Coordination

The engineering staff will have to coordinate with other divisions and departments. The Finance Department will be involved in the payment process.

Procedures - Payment

Request Received

The contractor shall request payment in writing. This request shall be accompanied by a schedule of values for which payment is being requested. If the contractor requests a payment verbally, he shall be instructed to request payment in writing.

Quantity Reconciliation

The Project Engineer and Construction Inspector shall coordinate with the contractor to reconcile quantities for payment. Discrepancies in quantities provided shall be resolved prior to preparation of the payment form.

Dispute Resolution

Disputes shall be properly documented and resolved. A meeting shall be held between the Contractor, Project Engineer and as needed the Construction Inspector and Township Engineer. If the resolution requires a change to the contract, the change order process noted herein shall be followed. Should the matter not be resolved between the parties, it will be handed over to the Township Solicitor for resolution.

Biling/Source Documentation for Payment

Payment may be made when all of the following criteria are met:

- By following state procedures for inspection and documentation
- Construction manual & other guidelines
- Electronic record keeping
- Regular review of records
- Major areas of documentation
- Daily diaries or inspector's daily reports method of measurement & basis of payment
- Estimated vs. final quantities
- Materials submittals (certificates of compliance, test reports, etc.)
- QC, QA, Acceptance, IA
- Shop Drawings

- NPDES/Environmental compliance
- Work zone safety & traffic control change orders
- Extension of time claims
- Project diaries are to include, but not limited to be:
 - o Clear, concise, accurate
 - o Factual (no hearsay)
 - o Signed and dated by construction inspector
 - o Why? Disputes, claims FOIA

Major Items to Include

- Items of work
- Weather
- · Contractors, workforce and equipment
- Traffic control NPDES
- Testing
- Compliance and non-compliance issues
- Precise location of work
- Measurements
- ADA compliance
- DBE compliance
- Pay quantites
- Decisions made on-site
- Site visitors (Township staff, contractor representatives, residents, etc.)

Source Documentation

Title 23 CFR 635.123 requires each LPA to adopt procedures that provide adequate assurance that the quantities of completed work on Federal-aid construction projects will be determined accurately and on a uniform basis. All such determinations and all related source documents upon which payment is based must be a matter of record.

All source documents pertaining to the determination of pay quantities must be retained for three (3) years after final payment and project close-out pursuant to 49 CFR 18.36(j)(1 1).

Source documents are the LPA's handwritten receipt of exactly what was delivered and how many or how much. They are the single most important form of documentation that substantiate quality and quantifies and provide the required basis for payment to the contractor. Lack of source documentation can result in the loss of federal participation of funds. Source documentation consists of notes/documentation of counts, digital photographs; measurements (length, width, depth and slope); calculations of area, volume, weights, sketches; a statement of compliance with contract plans and specifications; field changes; comments; and delivery tickets collected and initialized by the inspector at the point of unloading. Photographs are an important part of the source documentation and should be taken as often as necessary to supplement notes and measurements.

The LPA's procedures for source documentation are:

- Delivery tickets are received before placement of materials.
- Testing of materials is documented in the project files and referenced in daily inspection reports.
- Form DC-29s are used for daily inspection reports and the instructions included on the DC-29s are followed.
 DC-29s are supplemented with field notes and photographs that tie the work being done to the plans, specifications and related contract documents.
- (http://www.state.nj.us/transportation/business/localaid/documents/DC29aWL.pdf)
- The Township of Egg Harbor uses an inspection report that has been approved by the Township Engineer and is ingeneral conformance with the NJDOT and FHWA. This form replaces Form DC-29. A copy of the inspection report is attached to this document.

- Inspection forms are signed and dated by the inspectors.
- The Project Engineer reviews and initials the daily inspection reports.
- The Project Engineer prepares a summary of pay quantities based on the daily inspection reports.
- The Project Engineer uses the summary of pay items to develop periodic pay estimates. The summary
 of pay items must be used in comparison and negotiations of contractor payment requests. The
 Project Engineer must ensure proper payments are being made in accordance with the contract provisions.
 Upon acceptance of the negotiated contractor payment, a voucher request will be forwarded to the LPA
 Finance Department for contractor payment. Once contractor payment is made, the LPA Finance
 Department must prepare and submit a state voucher.
- Prevailing wage rate requirements of 23 U.S.C. and the Davis-Bacon Act must be met and documented in the LPA's project files.
- Environmental commitments and/or permit requirements must be met and documented in the daily inspection reports.
- All pedestrian facilities must be constructed in accordance with the American with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, 28 CFR-35.151 (e) and the NJDOT Standard Construction Details.
- DBE requirements are monitored and enforced to ensure compliance with 49 CFR; the contract plans, specifications and related contract documents, the NJDPT Construction Handbook Section V,
- Subsection B and NJDOT DBE/ESBE Programs.

Buy America

Title 23 CFR 635.410 requires that all steel or iron products permanently incorporated into a Federal-aid project must be manufactured in the United States. This includes the application of coatings.

Buy America requirements apply to the entire Federal-aid project. Steel or iron products purchased with non-Federal funds are not exempt from this requirement.

Waivers are permissible in rare cases as specified in 23 CFR 635.41 O(c)(1). Minimal use of foreign steel or iron is permissible if the costs of such materials does not exceed one-tenth of one percent of the total cost or \$2,500, whichever is greater as specified in 23 CFR 635.41 O(b)(4).

The LPA construction inspector is responsible for receiving the Buy America certification at the time of delivery and prior to the steel or iron product being incorporated into the project. The Buy America certification must be current, signed and dated and to be specific to the materials.

DBE Compliance

Title 49 CFR 26 requires that Disadvantaged Business Enterprises (DBEs) have an equal opportunity to receive and participate in Federal-aid assisted construction contracts. The Township of Egg Harbor is responsible to award Federal-aid contracts to only those bidders who make a good faith effort to meet the DBE goals established by NJDOT's Civil Rights Contract Compliance Unit. The LPA must continuously monitor DBE participation as the project progresses and is responsible for ensuring the contract goals will be met at the time of contract completion. Failure to comply with DBE goal requirements may result in the loss of federal funding. The LPA's responsibilities include:

- 1. Verification of Recommendation to Award memorandum and Form CFR-266F, "Schedule of DBE/ES BE compliance.
- 2 Monitor participation by comparing contractors DBE/ESBE/SBE goal commitments against each Form DC-18, "Request for Approval to Sublet." Cross check the daily work reports with each affected form DC-18, the Recommendation to Award, and the Form CR-267, monthly report of utilization of ESBE/DBE or SBE.
- 3. Utilize daily work report to document on site monitoring of stipulated DBE work items and contractor preforming the work to insure compliance.
- 4. The Project Engineer must be made aware of non-compliance issues and direct the contractor in writing to comply with these requirements. Revisions can only be made to the approved DBE/ESBE/SBE program upon submission of a revised Form CR 266 by the contractor and review and approval by NJDOT.
- 5. Any DBE/ESBE/SBE goal commitments not fulfilled must be supported by good faith effort documentation and reviewed and approved by NJDOT based on the guidance set forth in 49 CFR 26 Appendix A.

Payment Form

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The Droject 9ngineer shall provide the Administrative Assistant with the agreed .upon pay quantities for the partial payment to be made. The Project Engineer shall prepare the payment form, which is in the Microsoft Excel workbook for the particular project.

The payment form shall be checked against the Construction Inspector's quantities list by the Project Engineer.

Invoice Form

The Administrative Assistant shall prepare the invoice form, based upon the payment form, which has been reviewed by the Project Engineer. The invoice form shall have the appropriate account number or numbers indicated, including the breakdown of payment between various accounts, where applicable. The invoice shall be signed by the Contractor.

The invoice form and payment form shall be forwarded to the Township Engineer for review and approval.

Payment Received in the Computer System

Once the Township Engineer has approved the payment (by way of signature), the administrative assistant shall receive the payment in the Township of Egg Harbor computer system.

Paperwork forwarded to Finance Department

Once the payment is received in the Township of Egg Harbor computer system, the Administrative Assistant shall forward the paperwork, including supporting documentation, to the Finance Department for completion of the transaction.

Egg Harbor Township

Resolution No. 453

2018

Resolution authorizing the award of a non-fair and open contract to Bay Head Investments, Inc. for used Ambulance purchase

WHEREAS, the Township of Egg Harbor has a need to purchase a used Ambulance for use by the Ambulance Department as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the purchasing agent has determined and certified in writing that the value of the acquisitions will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is for the year 2018; and

WHEREAS, Bay Head Investments, Inc. submitted a proposal for the year 2018 indicating they will provide the used ambulance; and

WHEREAS, Bay Head Investments Inc. has completed and submitted a Business Entity Disclosure Certification, which certifies that, Bay Head Investments, Inc. has not made any reportable contributions to a political or candidate committee in the previous one year, and that the contract will prohibit Bay Head Investments, Inc. from making any reportable contributions through the term of the contract;

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township for Egg Harbor, County of Atlantic and State of New Jersey hereby authorizes the Mayor to enter into a contract with Bay Head Investments, Inc. as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution;

BE IT FURTHER RESOLVED, that the Chief Financial Officer certifies the funds are now available in account 8-01-25-265-267-248 Ambulance Services – Other Materials/Supplies, which funds will not exceed \$21,000.00.

Dated: November 28, 2018

Eileen M. Tedesco, RMC Township Clerk

Egg Harbor Township

Resolution No. 454

2018

Resolution authorizing demolition of unsafe structure located at 15 Noahs Road and authorizing a lien on the property

WHEREAS, the Construction Official of the Township of Egg Harbor has determined the premises known as Block 2109, Lot 2, 15 Noahs Road, as unsafe; and

WHEREAS, pursuant to UCC 2:31 Unsafe Structure/Imminent Hazard, an attempt was made to notify the owner of Block 2109, Lot 2, via correspondences dated December 6, 2017 and November 13, 2018, that the structure is unsafe and needs to be secured or demolished; and

WHEREAS, the property owner has failed to comply with said notices;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that:

- 1. The Director of Public Works is authorized to demolish the premises known as 15 Noahs Road;
- 2. The Director of Public Works is directed to maintain a record of man hours spent, supplies purchased and the cost thereof;
- 3. The Director of Public Works is directed to provide to the Tax Collector a certification of total costs associated with the securing of the premises;
- 4. The Tax Collector is directed to attach a lien on the property for the costs associated and as certified by the Director of Public Works in demolishing the building and making it safe.

Dated: November 28, 2018

Eileen M. Tedesco, RMC Township Clerk

Egg Harbor Township

Resolution No. 455

2018

Resolution transferring monies from one appropriation to another

WHEREAS, <u>N.J.S.A.</u> 40A:4-58 provides for the transfer of appropriations during the last two months of the fiscal year; and

WHEREAS the Chief Financial Officer has submitted the recommendation to the Township Committee concerning the transfer of the funds in the 2018 budget between certain appropriations as itemized on the attached <u>Exhibit A</u>, which said Exhibit is hereby incorporated into this paragraph as part of this Resolution as if fully set forth herein; and

WHEREAS the Township Committee has reviewed, accepted, and approved the transfer of funds as set forth in <u>Exhibit A</u>;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the transfer of the funds in the 2018 budget be and the same are hereby authorized as set forth on the annexed <u>Exhibit A</u>.

Dated: November 28, 2018

Eileen M. Tedesco, RMC Township Clerk

Resolution No. 455

2018

Resolution transferring monies from one appropriation to another

APPROPRIATION		FROM	APPROPRIATION	TO
Group Ins. OE 8-01-23-220-220-326	\$	6,800.00	Administration OE 8-01-20-100-100-254	\$ 800.00
			Clerk OE 8-01-20-120-120-279	\$ 6,000.00
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TOTAL	\$	6,800.00		
			TOTAL	\$6,800.00

Resolution No. 456

2018

Resolution authorizing refund from developers escrow account (All-Zone Heating & Cooling; D & V Causeway LLC and South Jersey Gas Company)

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that a refund for developer's escrow, whose projects have been completed, are hereby authorized to be issued to the following developers:

Project #	Block	Lot	Developer	Address	Refund
177-63	5210	15	All-Zone Heating & Cooling c/o Wayne Schloss	2049 Ocean Heights Avenue Egg Harbor Township, NJ	\$687.50
173-51	9801	12	D & V Causeway, LLC c/o Kevin J. Dixon, Managing Partner	335 E. Jimmie Leeds Road, 2nd Floor Galloway, NJ	\$395.00
176-40	2903	1	South Jersey Gas Company Attn: James Madden	215 Cates Road Egg Harbor Township, NJ	\$610.50

BE IT FURTHER RESOLVED, that the Chief Financial Officer and other appropriate Township officials be and they are herewith authorized to sign the check to accomplish the refund.

Dated: November 28, 2018

Resolution No. 457

2018

Resolution authorizing refund of overpaid taxes

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that refunds for overpaid taxes pursuant to the attached are hereby authorized; and

BE IT FURTHER RESOLVED that the Township Treasurer and other appropriate officials be and they are herewith authorized to sign the checks to accomplish the refunds authorized.

Dated: November 28, 2018

Eileen M. Tedesco, RMC Township Clerk

Attachment: Exhibit A

Resolution No. 457

2018

Resolution authorizing refund of overpaid taxes

BLOCK/LOT	NAM E/ADDRESS	REASON	YEAR	AM OUNT
Various	Lereta	Overpayment	2018	\$7,613.69
	Attn: Central Refunds	4th Quarter		
	1123 Parkview Dr.			
	Covina, Ca 91724			
1101/14	Township of Egg Harbor	Payment as agreed and	2015	\$10,090.00
	3515 Bargaintown Road	stiplulated per 2015		
	Egg Harbor Township, NJ 08234	tax appeal judgment		
		for Shulka Hospitality, LLC		
1101/14	Shulka Hospitality, LLC	Overpayment	2015	\$4,725.00
	2500 Tilton Road	Resulting from 2015		
	Egg Harbor Township, NJ 08234	Tax Appeal		
			TOTAL	\$17,703.69

Resolution No. 458

2018

Resolution authorizing cancellation and refund of taxes pursuant to N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 on property known as Block 5927 Lot 6 (113 Leap Street)

WHEREAS, it has been brought to the attention of the Township of Egg Harbor that there are taxes assessed on Block 5927 Lot 6 (113 Leap Street) for 2018 which should be cancelled pursuant to N.J.S.A. 54:4-3.30(a); and

WHEREAS, it is the desire of the Township to adjust the records of the Tax Collector in accordance therewith, which is the purpose of this resolution; and

WHEREAS, Robert G., Sr. & Georgetta Richards took title to Block 5927 Lot 6 (113 Leap Street) on July 23, 2007; and

WHEREAS, Robert G., Sr. & Georgetta Richards are qualified to receive a permanent and totally disabled veteran's property tax exemption, pursuant to N.J.S.A. 54:4-3.30(b);

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey as follows:

1. The Tax Collector, pursuant to the exemption under N.J.S.A. 54:4-3.30(a), is hereby authorized to cancel taxes on Block 5927 Lot 6 (113 Leap Street) as follows due to the fact that said property is exempt:

Year	Cancel Amount
2018	\$ 4,294.72

2. The Township Treasurer and other appropriate officials, pursuant to N.J.S.A. 54:4-3.30(b) and N.J.S.A. 54:4-3.32, are hereby authorized to refund taxes on Block 5927 Lot 6 (113 Leap Street) as follows to: Robert G., Sr. & Georgetta Richards, 113 Leap Street, Egg Harbor Township, NJ 08234:

Year	Refund Amount
2018	\$ 4,044.72

Dated: November 28, 2018

Resolution No. 459

2018

Resolution authorizing cancellation and refund of taxes pursuant to N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 on property known as Block 2733 Lot 2.16 (2 Lenwood Court)

WHEREAS, it has been brought to the attention of the Township of Egg Harbor that there are taxes assessed on Block 2733 Lot 2.16 (2 Lenwood Court) for 2018 which should be cancelled pursuant to N.J.S.A. 54:4-3.30(a); and

WHEREAS, it is the desire of the Township to adjust the records of the Tax Collector in accordance therewith, which is the purpose of this resolution; and

WHEREAS, Del & Debora Long took title to Block 2733 Lot 2.16 (2 Lenwood Court) on October 24 2018; and

WHEREAS, Del & Debora Long are qualified to receive a permanent and totally disabled veteran's property tax exemption, pursuant to N.J.S.A. 54:4-3.30(b);

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey as follows:

1. The Tax Collector, pursuant to the exemption under N.J.S.A. 54:4-3.30(a), is hereby authorized to cancel taxes on Block 2733 Lot 2.16 (2 Lenwood Court) as follows due to the fact that said property is exempt:

Year	Cancel Amount
2018	\$1,245.96

2. The Township Treasurer and other appropriate officials, pursuant to N.J.S.A. 54:4-3.30(b) and N.J.S.A. 54:4-3.32, are hereby authorized to refund taxes on Block 2733 Lot 2.16 (2 Lenwood Court) as follows to: Del & Debora Long, 2 Lenwood Court, Egg Harbor Township, NJ 08234:

Year	Refund Amount
2018	\$1,245.96

Dated: November 28, 2018

Resolution No. 460

2018

Resolution authorizing execution of Employment Agreement with Police Chief Raymond Davis for a period of January 1, 2019 through January 31, 2020

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the Mayor and Township Clerk are hereby authorized to execute an employment agreement with Police Chief Raymond Davis for the period of January 1, 2019 through January 31, 2020.

Dated: November 28, 2018

Agreement

between

Township of Egg Harbor Atlantic County, New Jersey

and

Raymond Davis Police Chief

January 1, 2019 through December 31, 2020

Table of Contents

AGREEMENT	.4
SALARY	.5
HOLIDAYS	.6
PERSONAL DAYS	.7
VACATIONS	.8
SICK LEAVE	.9
TERMINAL LEAVE	11
FUNERAL LEAVE	12
INJURY LEAVE	13
LIMITATIONS ON LEAVE	14
LONGEVITY	15
COLLEGE INCENTIVE PROGRAM	16
HEALTH BENEFITS	17
	18
PHYSICAL HEALTH	19
PERSONAL CAR	20
CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT	22
SAVINGS CLAUSE	23
FULLY-BARGAINED AGREEMENT	24
DURATION OF AGREEMENT	25

AGREEMENT

This Agreement entered into this ____ day of December 2018, by and between TOWNSHIP OF EGG HARBOR, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" or its successors, and RAYMOND DAVIS, hereinafter called "Police Chief." The Agreement represents the complete and final understanding between the Township and the Police Chief.

SALARY

Commencing January 1, 2019, the bi-weekly salary to be paid to the Police Chief of the Township shall be as follows, and shall be paid every other Friday:

Commencing	Salary
January 1, 2019	\$6,330
February 1, 2020	\$6,457

HOLIDAYS

The Police Chief receives compensation for holidays within his base salary as provided under the salary section of this Agreement.

PERSONAL DAYS

- A. Three (3) days a year of leave may be used for personal, business, household, or family matters described in this Section and shall be non-accumulative.
- B. Business means an activity that requires the Police Chief's presence during the workday and is of such nature that it cannot be attended to at a time outside of the workday.
- C. Personal, household, or family refers to matters when the Police Chief's absence from duty is necessary for the welfare of the Police Chief or his family.
- D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least forty-eight (48) hours in advance, except where circumstances prohibit the giving of such notice. Approval or denial of said request must be done within forty- eight (48) hours of receipt of application.
- E. Personal days may be taken any time during the year, except a holiday unless approved by the Chief of Police. Only one (1) personal day may be taken during the month of December.
- F. Personal days will not be deducted from vacation, holiday, or sick leaves.

VACATIONS

- A. The Police Chief shall be entitled to a paid vacation of thirty-five (35) days.
- B. It is the intent of this Article to assure the Police Chief covered by this Agreement that he shall receive the maximum amount of actual vacation days to which he is entitled. Days on which he is normally scheduled to work shall be the days he is given off. Days on which he is normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. The Police Chief will not be recalled to duty while on vacation except in extreme emergencies.
- C. Accrued vacation leave shall be compensated for when the Police Chief becomes separated, either voluntarily or involuntarily from the Township service, unless the Police Chief terminates service without giving two (2) week notice to the Township.
- D. Vacations may be accumulated from one (1) year to the next without limitation.
- E. The Police Chief may apply to the Township Treasurer to receive a special advance pay when going on a vacation of ten (10) days or more. However, the Police Chief must first obtain written permission from the Township Committee.
- F. The Police Chief will be able to take his vacations any time during the year.
- G. The annual use of accrued vacation must be utilized by the Police Chief in the following manner:
 - 1. Police Chief must use at least ten (10) days within the year.
 - Police Chief may take ten (10) individual days per year. Remaining days taken must be in blocks of three (3) or more continuous days.
- H. The Police Chief who terminates his employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rated basis.
- I. At the option of the Township, the Township may buy back accumulated vacation leave at a rate-per-day offered by the Township. Police Chief wishing to participate in the buy-back program must maintain at least twenty (20) days in his vacation bank at the time of buy-back.

8

SICK LEAVE

- A. Sick leave is hereby defined to mean absence from post of duty by a Police Chief because of illness, accident, exposure to contagious disease, or attendance upon a member of the Police Chief's family, seriously ill, requiring the care of attendance of such Police Chief.
- B. Police Chief, when absent from work for three (3) or more consecutive working days due to an illness, or leave and attendance of a member of the Police Chief's immediate family shall be required to submit acceptable medical evidence substantiating the illness.
- C. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.
- D. Sick leave shall accrue for the Police Chief at the rate of fifteen (15) working days in every calendar year of employment thereafter, and shall accumulate from year to year. A maximum of two hundred and twenty (220) days shall accumulate for terminal leave payout purposes only. Otherwise, accumulation shall be unlimited.
- E. It is agreed that when the Police Chief reports for work and is forced because of illness to leave work after working at least two (2) hours, the maximum deduction of sick leave will be one-half (1/2) day.
- F. If a Police Chief is absent from work for reasons that entitle him to sick leave, the Department shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he is absent, except in case of emergency. Failure to notify may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- G. The term "immediate family" for the purpose of this Article shall include father, mother, step-parent, spouse, child, foster child, if any, and relative residing in the Police Chief's household.
- H. The Police Chief may, at his option, transfer up to three (3) sick days per year to

the accumulated sick leave of any other Police Officer. The number of days transferrable is limited to a total of one (1) sick day per year to any one (1) member of the Police Department. Said transfer shall be made in writing to the Township Treasurer.

- I. The Police Chief shall be paid up to 50 percent of his annual unused sick leave from the preceding year at that year's rate, payable no later than March 15 of the year of application. The sick leave payment cannot cause the amount of days accumulated to drop below twenty-five (25).
- J. The Police Chief, at his option, may be paid for a maximum of twenty-five (25) days from his sick leave bank if that balance is seventy-five (75) days or greater as of December 31 of that year. Payment shall be made no later than March 15 of the succeeding year.

TERMINAL LEAVE

A. Upon a Police Chief's retirement, or honorable termination of employment, said Police Chief shall be compensated for his accumulated sick leave up to a maximum of two hundred twenty (220) days as provided below:

Years of Service% of Maximum Days Allowable16 years and over100%

- B. Payments made under paragraph I and J of Sick Leave article for sick leave buy-back cannot cause the amount paid under this Article to exceed in the aggregate, the maximum number of days that the Police Chief would have been entitled to in the absence of a yearly buy-back provision.
- C. Upon the death, on or off duty, of a Police Chief, said Chief's beneficiary shall receive one hundred percent (100%) reimbursement for unused sick leave up to a maximum of two hundred and twenty (220) days.
- D. The Police Chief will be allowed to take a maximum of ninety (90) days of his accumulated sick leave as authorized days off from his regular schedule with full pay. If Police Chief is separated from service, he shall be entitled to terminal leave pay, unless such separation is a result of disciplinary action which is not appealed, or in the event of an appeal, is sustained by a court or tribunal of competent jurisdiction.

FUNERAL LEAVE

- A. In the event of death in the Police Chief's immediate family, the Police Chief shall be granted time off without loss of pay commencing no later than the day of the funeral, but in no event to exceed five (5) consecutive calendar days.
- B. The term "immediate family" shall include only father, mother, step-parent, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, foster child of the Police Chief and relatives residing in his household.
- C. Funeral leave may be extended beyond the five (5) day period without pay at the sole discretion of the Township Committee.
- D. The above shall not constitute sick leave and shall not be deducted from the Police Chief's annual sick leave or vacation leave.

INJURY LEAVE

- A. In the event a Police Chief becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, the Police Chief shall be entitled to full pay for a period to coincide with workman's compensation salary benefits. The Police Chief shall surrender and deliver any workman's compensation salary payments to the Township's Treasurer and receive his entire salary payment.
- B. Any Police Chief when injured, whether slight or severe, while working must make an immediate report prior to the end of the shift. Failure to report said injury may result in the failure of the Police Chief to receive compensation under this Article.
- C. The Police Chief shall be required to present evidence by a certificate of a physician designated by the insurance carrier that they are unable to work, and the Township may reasonably require the Police Chief to present such certificate from time to time.
- D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the Police Chief to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- E. In the event the Township's physician certifies the Police Chief fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the Police Chief disputes the determination of the Township physician, then the Township and the Police Chief shall mutually agree upon a third physician, who shall then examine the Police Chief. The cost of the third physician shall be borne equally by the Township and the Police Chief. The determination of the third physician as to the Police Chief's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the Police Chief fit to return to duty, injury leave benefits granted under this Article shall be terminated.
- F. In the event any Police Chief is granted said injury leave, the Township's sole obligation shall be to pay the Police Chief the difference between his regular pay and any compensation, disability, or other payments received from other sources.

13

LIMITATIONS ON LEAVE

- A. No leave of absence or combination of leaves of absence provided for in this Agreement for any cause whatsoever shall exceed one (1) year. Any such absence will cause the Police Chief to be automatically separated from the Department on the anniversary from the date such absence began.
- B. This Police Chief must be notified by Certified Mail at least fourteen (14) days prior to termination and is entitled to all separation compensation due him.

LONGEVITY

A. The Police Chief shall be paid in addition to and together with his annual base salary, additional compensation based upon the length of his service and determined according to the following schedule:

<u>Years of Service</u>	<u>% of Annual Base Salary</u>
Starting the 15th year	5%

B. Longevity pay shall be applied on the basis of the Police Chief's anniversary date of employment.

COLLEGE INCENTIVE PROGRAM

- A. The Police Chief receives compensation for his Master's Degree in Administrative Science within his base salary as provided under the salary section of this agreement.
- B. The Police Chief shall have one hundred (100%) of his graduate college credits paid upon successful completion of the graduate courses. The Police Chief shall be reimbursed one hundred percent (100%) for the required textbooks upon successful completion of his graduate courses.

HEALTH BENEFITS

- A. The Township agrees to provide hospitalization insurance which includes traditional coverage, preferred provider organization and health maintenance organization through New Jersey State Health Benefits Plan, as exists or as modified by the State Health Benefit Program (or any substantially equal health benefit plan), including any changes in co-pays or deductibles that may be implemented by the State Health Benefit Program, the Police Chief and eligible dependents covered by this agreement. Police Chief shall be responsible to pay the State mandated phase in cost, on a monthly basis through payroll deductions.
- B. The Township agrees to provide dental and optical insurance coverage at a substantially equal level as the prior Retail Clerks Plan, for the Police Chief and eligible dependents covered by this agreement, at the Township's expense for the life of this contract.
- C. The Township's prescription plan provides for a \$3 generic co-pay and \$10 for brand name prescriptions (per current State Health Benefit rates) and may be subject to change to reflect the State Health Benefit Plan prescription co-pay.
- D. Police Chief may, at his sole discretion, annually exercise his option to opt out of medical coverage for a period of one (1) year. A Police Chief when exercising his option must notify the Township between October and December and provide to the Township proof of medical coverage as of the date of payment. If he opts out, a payment in accordance with the State Health Benefit Plan shall be made prior to April 15.
- E. A Police Chief may buy back into the medical hospitalization coverage at his own expense on the first of the month following notification of his intent to resume Township coverage. In the event of the death or total disability of the Police Chief's spouse, the Police Chief will be permitted to purchase hospitalization coverage on the pro-rata basis of their medical buy-out. In all other instances, the Police Chief is required to pay at the Township's contractual monthly rate.

17

CLOTHING ALLOWANCE

- A. The Police Chief shall receive each year a Nine Hundred and Fifty Dollars (\$950) clothing allowance to be utilized for purchase and/or replacement of uniforms or civilian clothing used on the job and at the Police Chief's discretion.
- B. All uniforms damaged in the line of duty shall be replaced by the Township after inspection and certification by the Township Administrator or his designee. This provision shall not apply to civilian clothes.
- C. In the year the Police Chief retires in accordance with the New Jersey Police and Firemen's Retirement System (PFRS), he will not be eligible to receive a purchase and/or replacement clothing allowance. In the event the Police Chief accepts the payment provided herein and then retires, the Police Chief will be responsible for repaying the amount paid on his behalf.

PHYSICAL HEALTH

- A. The Township agrees to provide an annual physical examination for the Police Chief by the Township Police Physician at no expense to the Police Chief.
 - 1. A Police Physician shall be appointed during the month of January.
 - 2. Every two (2) years the Police Chief shall receive an electrocardiogram at no expense to the Police Chief.
 - 3. Every year the Police Chief shall receive an HDL/LDL Cholesterol test as part of their annual physical at no expense to the Police Chief.
- B. There shall be a physical fitness test given, which may affect the Police Chief's duty status.

PERSONAL CAR

- A. The Township agrees to supply the Chief of Police with an unmarked automobile to be used for police work and for his personal use. Personal use shall be limited to those occasions when the Police Chief has finished police business and is scheduled to attend other activities while in route to his residence as long as the travel distances does not exceed 100 miles. Examples of other types of activities are: teaching, Police Athletic League, civic groups, Township non-profit organizations or other similar activities. The make and model shall be determined by the Township. However, it shall be a full-sized, four-door car and shall be equipped with such equipment as is needed for police work.
- B. The Chief of Police shall be permitted to use the car for his personal use in accordance with the conditions mentioned above. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, training seminars, conferences, and other traveling needed to carry out the duties of the Chief of Police.
- C. The Township shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil change, and other necessary repairs.

EDUCATION PROGRAMS/LAW ENFORCEMENT CONFERENCES

- A. The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, and school, seminar or training session conducted by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, South Jersey Association of Chiefs of Police, Atlantic County Association of Chiefs of Police, Federal Bureau of Investigation, or any other educational program of a management or supervisory nature. All expenses, such as travel, room, food, tuition, or any other charges connected with the education program shall be borne by the Township of contained within the Police Department budget.
- B. The Township agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey Association of Chiefs of Police Conference and the International Association of Chiefs Conference. The expenditures for the above-named conferences shall not exceed the amount budgeted, unless expressly, permitted by the Township. If the Police Chief attends a conference at Township's expense, the Police Chief shall provide the Township with proof of expenses for attending such conferences, by way of receipt of voucher.
- C. The Township also agrees to pay for the Police Chief's dues for membership in the County Chiefs Association, South Jersey Association of the Chiefs of Police, the New Jersey Association of Chiefs of Police, and the International Association of Chiefs of Police.
- D. The Township agrees to grant time off and pay all expenses incurred by the Police Chief in attending any meetings of the above-named associations, as long as such meetings are held within the State of New Jersey. In the event any such meeting occurs outside of such location, the Chief of Police shall obtain permission to attend such meeting from the Township Committee. The total amount to attend any such meeting shall not exceed \$20 unless expressly permitted by the Township Committee.

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the Township Charter, ordinances, Rules and Regulations of the Police Department of the Township, and any present or past benefits which are enjoyed by the Police Chief covered by this Agreement, that have not been included in the Contract Agreement, shall be continued.

SAVINGS CLAUSE

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect an unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of any clause, sentence or paragraph in which offending language may appear.

FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of bargain able issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect as of January 1, 2019, and shall remain in effect to and including December 31, 2020.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Egg Harbor, New Jersey, on the year and date first above written.

Township of Egg Harbor

James J. McCullough

Raymond Davis Police Chief

Attest:

Witness:

Resolution No. 461

2018

Resolution approving non-contractual salary increases effective January 1, 2019

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that, *effective January 1, 2019*, the following increases in salary are herewith provided:

Employee	Position	Bi-Weekly Rate
Peter J. Miller	Township Administrator	\$6,704
Raymond Davis	Police Chief	\$6,330
Jennifer McIver	Chief Financial Officer	\$3,756
Eileen Tedesco	Township Clerk	\$3,652
Steven Newsome	Manager of Information Technology	\$3,551
Matthew von der Hayden	Deputy Administrator	\$3,537
Marc J. Nehmad	Municipal Court Judge	\$3,395
Paul Suhr	Public Works Division Manager	\$2,802
Catharine England	Deputy Tax Collector	\$2,802
Keith Foster	Public Works Division Manager	\$2,802
Sam Gioconda	Public Works Division Manager	\$2,802
Maureen Mattle	Deputy Finance Officer	\$2,802
Sharon Woolbert	Police Records Supervisor	\$2,802
Matthew Cochrane	Communications Supervisor	\$2,802
Stephen J. Prisament	Public Works Division Manager	\$2,674
John Conti	Building Subcode Official	\$2,653
Janice Hughes	Deputy Township Clerk	\$2,589
William Higbee	Director of Ambulance Services	\$2,589
Claudia Perez	Deputy Court Administrator	\$2,403
Scott Lacy	Information Technology Specialist	\$2,402
Clark Evenson	Information Technology Specialist	\$2,402
Dena Danz	Program Manager	\$2,200
Antoinette Jackson	Secretary to Chief of Police	\$2,161
Rosemarie Fedeli	Administrative Secretary	\$1,954
Jessica Adamson	Assistant to Secretary to Chief of Police	\$1,925

Dated: November 28, 2018

Resolution No. 462

2018

Resolution appointing individuals as part time employees to serve the Department of Parks and Recreation (Decker, Fee and Hickey)

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the following individuals are hereby appointed as part-time employees to serve the Department of Parks and Recreation:

Name	Position	Effective Date	Rate (per hour)	
Christopher D. Decker	Youth Programs Aide	December 3, 2018	\$8.60 per hour	
Ashley R. Fee	Youth Programs Aide	December 3, 2018	\$8.60 per hour	
Samantha J. Hickey	Youth Programs Aide	December 3, 2018	\$8.60 per hour	

Dated: November 28, 2018

Resolution No. 463

2018

Resolution appointing Ambulance Service Members (Colon, Jackson, Perri, Damore, Chorpenning, Griffiths, Brown, Stevens, Baumeister, Selfridge and Wyatt)

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the following people are hereby appointed as hourly part-time employees in the Township to serve the Egg Harbor Township Ambulance Service as members at an hourly rate of \$15, effective December 3, 2018:

LUIS TORRES COLON TIMOTHY JACKSON MATTHEW PERRI DENNIS DAMORE SAMUEL CHORPENNING RILEY GRIFFITHS RAYMOND BROWN SAMANTHA STEVENS STEPHANIE BAUMEISTER ROBERT SELFRIDGE DANIEL WYATT

Dated: November 28, 2018

Egg Harbor Township Resolution No. 464 2018

Resolution authorizing payment of all bills

BE IT RESOLVED by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that all bills as enumerated on the annexed Exhibit A are hereby authorized to be paid.

Dated: November 28, 2018

Manual Bill List ~ November 28, 2018					
P.O. No.	Vender ID	Vender Name	Amount	Check No.	Wire No.
18-01129	COMCAST5	COMCAST	99.95	88499	
		SAMIE RAE,LLC-WALT'S ORIGINAL			
18-03176	WALTS	PRIMO PIZZA	880.00	88500	
8-01255	COMCAST3	COMCAST	188.94	88501	
8-01023	FARNWOR	FARNSWORTH-SEMPTIMPHELTER,LLC	2,898.56	88502	
8-01023	FARNWOR	FARNSWORTH-SEMPTIMPHELTER,LLC	-2,898.56	88212	
8-00804	COMCAREC	COMCAST	154.85	88509	
8-01449	ATLANTI1	ATLANTIC CITY ELECTRIC	26,324.80	88510	
18-01340	HISI	HEALTH INSURANCE SOLUTIONS, INC	60,754.54	88511	
18-3319	WALTS	SAMIE RAE,LLC-WALT'S ORIGINAL PRIMO PIZZA	900.00	88512	
18-00079	COMCAST1	COMCAST	85.89	88513	
18-01292	ATL CO 1	ATLANTIC COUNTY OFFICE OF THE TREASURER	4,995,022.36		22387
18-01845	COMCAST6	COMCAST	566.29	88514	
		TOTAL:	\$ 5,084,977.62		

EGG HARBOR TOWNSHIP Bill List By Vendor Name

P.O. Type: All Range: First Format: Detail without Line Item N	to Last	e Project Line Items:	Yes Open: N Paid: N Rcvd: Y Held: Y Bid: Y State: Y	Void: N Aprv: N Other: Y Ex	empt: Y	
Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Ac	ct Type Description	Stat/C	First Rcvd Chk/ hk Enc Date Date Date	Voi d 1099 I nvoi ce Excl
ACTION U Action Uniform Co. *						
18-02984 10/01/18 screws 1 Blackhawk Surpa Mod-U-Lok w/	59.85	8-01-25-240-240-257	B POLICE DEPT: Patrol Division	R	10/01/18 11/21/18	PDACT9/24/18
18-03192 10/19/18 Initial Issue 1 Full Time Dispatcher Initial	330.00	8-01-25-250-250-220	B COMM: Uniform/Clothing	R	10/19/18 11/19/18	21540 N
18-03224 10/26/18 initial issue 1 Partial Patrol Initial Issue	1, 104. 99	8-01-25-240-240-222	B POLICE DEPT: UNIFORM/CLOTHING	R	10/26/18 11/21/18	21638 N
Vendor Total:	1, 494. 84					
ACUA ACUA						
18-01380 04/10/18 OCTOBER SOLID WAST 1 OCT SOLID WASTE DISPOSAL FEE 2 OCT BOE SOLID WASTE DISPOSAL 3 OCT CONDO SOLID WASTE DISPOSAL	58, 659. 40 10, 666. 66	8-01-32-865-865-324 8-01-42-305-000-200 8-01-26-325-325-399	B LANDFILL/SOLID WASTE: Other Ex B EHT BD OF ED: Solid Waste Disp B CONDO SERV: Miscel Expenses	R R R	04/10/18 11/19/18 04/10/18 11/19/18 04/10/18 11/19/18	PWACUA10-2018
4 OCT BULKY WASTE DISPOSAL FEE 5 OCT TIRES DISPOSAL FEE	13, 781. 18	8-01-32-865-865-324 8-01-32-865-865-324	B LANDFILL/SOLID WASTE: Other Ex B LANDFILL/SOLID WASTE: Other Ex	R	11/19/18 11/19/18 11/19/18 11/19/18	PWACUA10-2018 N PWACUA10-2018 N
6 OCT METAL DI SPOSAL FEE	120.00	8-01-32-865-865-324	B LANDFILL/SOLID WASTE: Other Ex	R	11/19/18 11/19/18	PWACUA10-2018
7 TOTERS FOR PRIDE DAY	<u> </u>	G-02-05-701-001-245	B RECYCLING: Other Mat/Supp	R	11/19/18 11/19/18	PWACUA10-2018
Vendor Total:	94, 194. 81					
ANIMAL33 ANIMAL CONTROL OF SOUTH JERS	EY					
18-01116 04/10/18 October 2018 1 October 2018	1, 975. 00	8-01-27-340-340-226	B ANIMAL CONTROL: OTHER EXPENSES	R	04/10/18 11/16/18	TCANI 10-2018
Vendor Total:	1, 975. 00					
ARAWAK P ARAWAK PAVING CO. *						
18-02497 07/24/18 FY 2017 MUNICIPAL 1 FY 2017 MUNICIPAL AID		G-02-05-801-001-301	B ST OF NJ DOT- DOUGHTY ROAD 2017	R	07/24/18 11/16/18	1504. 2-1 N

Vendor # Name PO # PO Date Description Item Description	Amount	Contract PO Type Charge Account	Acct Typ	e Description	Stat/Ch	First Rcvd Enc Date Date	Chk/Voi c Date	l I nvoi ce	1099 Excl
ARAWAK P ARAWAK PAVING CO. * 18-02497 07/24/18 FY 2017 MUNICIPAL	Continued AID	Conti nued							_
2	<u>131, 451. 39</u> 372, 451. 39	C-03-17-017-000-9	901	B RIP - CONSTRUCTION	R	07/24/18 11/1	5/18	1504. 2-1	N
Vendor Total:	372, 451. 39								
AT T 60 AT & T * 18-03442 11/20/18 ACCOUNT 6096012736									
1 MONTHLY MAINTENANCE FOR		8-01-43-490-490-2	276	B COURT: Video Arraingment	R	11/20/18 11/2	1/18	CTATT11/1/18	Ν
Vendor Total:	53.84								
ATT AT&T MOBILITY, LLC 18-02729 08/27/18 Sonim Xp8 phone									
1 Sonim Xp8 phone	2.97	8-01-25-265-265-2		B FIRE: Tel ephone/Communication	R	08/27/18 11/1		10282018	N
2 monthly service 3 phone w/push	<u>123. 7</u> 1 126. 68	8-01-25-265-265-2	251	B FIRE: Telephone/Communication	R	08/27/18 11/1	3/18	10282018	N
Vendor Total:	126.68								
ATLANT12 ATLANTIC CO FIREFIGHTER ASSC 18-02505 07/25/18 Various training	. *								
1 Vari ous trai ni ng	217.50	8-01-25-265-265-2	275	B FIRE: Training Aids & Programs	R	07/25/18 11/1	3/18	FI ATL10/30/1	8 N
Vendor Total:	217.50								
ACFTF ATLANTIC COUNTY FIREARMS 18-03261 10/30/18 training									
1 Registration for "Firearms	200.00	8-01-25-240-240-2	275	B POLICE DEPT: Train Aids/Prog	R	10/30/18 11/2	1/18	ACI R10. 19. 20	18C N
Vendor Total:	200.00								
BRIAN KE BRIAN KEANE 18-03306 11/05/18 uniform									
1 Uni form Reimbursement	392.00	8-01-25-240-240-2	222	B POLICE DEPT: UNIFORM/CLOTHING	R	11/05/18 11/2	1/18	1112	Ν

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account	Acct Ty	pe Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date		1099 Excl
BRIAN KE BRIAN KEANE 18-03306 11/05/18 uniform	Conti nued	Conti nued								_
2 Uni form Reimbursement		8-01-25-240-240-2	22	B POLICE DEPT: UNIFORM/CLOTHING	R	11/21/18	11/21/18	}	PDBRI 10/30/18	8 N
Vendor Total:	563.00									
BSN COLL BSN SPORTS/COLLEGIATE PACIFIC	*									
18-02308 07/11/18 Wind screen 1 Tuffy Windscreen 6' High 2 Tie Wraps	510.00 14.99 524.99	8-01-28-370-370-3 8-01-28-370-370-3		B REC: Parks/Assoc. B REC: Parks/Assoc.	R R		11/21/18 11/21/18		902610708	N N
Vendor Total:	524. 99									
CALL ONE CALL ONE, INC.*										
18-02992 10/01/18 plantronics 1 Plantronics CA12CD Replacement 2 Plantronics EncorePro HW510 3 Plantronics HW710 Monaural	320. 00 65. 00 84. 00 469. 00	8-01-25-250-250-2 8-01-25-250-250-2 8-01-25-250-250-2	264	B COMM: Service Division B COMM: Service Division B COMM: Service Division	R R R	10/01/18	11/15/18 11/15/18 11/15/18	}	1884886	N N N
Vendor Total:	469.00									
CARL TR CARL N TRIPICIAN 18-03283 11/01/18 Conflict Public Pro 1 Conflict Public Prosecutor		8-01-20-155-155-2	79	B LEGAL: Other Contractual Servi	R	11/01/18	11/16/18	1	ADCAR10/29/18	B N
Vendor Total:	250.00		.,,		, , , , , , , , , , , , , , , , , , ,		117 107 10			0 11
CASA PAY CASA PAYROLL SERVICE										
18-01049 04/06/18 PR#23 11/16/2018 1 PR#23 11/16/2018	463.40	8-01-20-130-130-2	279	B FIN: Other Contractual Service	R	04/06/18	11/13/18		1000703	N
Vendor Total:	463.40									

EGG HARBOR TOWNSHIP Bill List By Vendor Name

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Acct	Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	l nvoi ce	1099 Excl
CATAMA66 CATAMARAN MEDIA CO., LLC *									
18-03013 10/02/18 Half Page Ad 1 Half Page Ad	147.00	8-01-28-370-370-267	B REC: Advertising	R	10/02/18	11/21/18		96243-1025	Ν
2 Half Page Ad		8-01-28-370-370-267	B REC: Advertising	R	11/21/18			96243-1025	N
3 Half Page Ad	142.00		B REC: Advertising	R	11/21/18			96243-1025	Ν
4 Half Page Ad		8-01-28-370-370-267	B REC: Advertising	R	11/21/18			96243-1025	Ν
5 Half Page Ad		8-01-28-370-370-267	B REC: Advertising	R	11/21/18			96243-1026	Ν
6 Half Page Ad		8-01-28-370-370-267	B REC: Advertising	R	11/21/18			96243-1026	N
7 Half Page Ad		8-01-28-370-370-267	B REC: Advertising	R	11/21/18	11/21/18		96243-1026	Ν
	1,000.28								
Vendor Total:	1, 000. 28								
CHARLEDA CHARLES DAVENPORT									
18-03332 11/07/18 uni form									
1 Uniform Reimbursement	263.00	8-01-25-240-240-222	B POLICE DEPT: UNIFORM/CLOTHING	R	11/07/18	11/21/18			N
Vendor Total:	263.00								
NINNER F CHAS S WINNER INC *									
18-01897 05/23/18 vehi cl es									
1 2018 Ford Police Interceptor		8-01-25-240-240-218	B POLICE DEPT: Vehicles	R	05/23/18			230694	Ν
2 2018 Ford Police Interceptor		8-01-25-240-240-218	B POLICE DEPT: Vehicles	R	11/16/18			230695	N
3 2018 Ford Police Interceptor	'	8-01-25-240-240-218	B POLICE DEPT: Vehicles	R	11/16/18			230696	N
4 2018 Ford Police Interceptor		8-01-25-240-240-218	B POLICE DEPT: Vehicles	R	11/16/18			230697	N
5 2018 Ford Police Interceptor _		8-01-25-240-240-218	B POLICE DEPT: Vehicles	R	11/16/18	11/10/18		230698	Ν
	136, 950. 00								
Vendor Total:	136, 950. 00								
CHERIE CHERIE A BURGAN									
18-03259 10/30/18 cl othing									
1 Clothing Reimbursement	340.00	8-01-25-240-240-222	B POLICE DEPT: UNIFORM/CLOTHING	R	10/30/18	11/21/18		1099	Ν
°									
Vendor Total:	340.00								

EGG HARBOR TOWNSHIP Bill List By Vendor Name

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Acct	Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date		1099 Excl
CHIEF SU CHIEF SUPPLY CORPORATION*								_
18-03189 10/19/18 tufbox 1 36-010 Tufbox Storage Drawers 2 Shi ppi ng		8-01-25-240-240-241 8-01-25-240-240-241	B POLICE DEPT: K9 Food/Drugs B POLICE DEPT: K9 Food/Drugs	R R	10/19/18 11/19/1 10/19/18 11/19/1		109019 109019	N N
Vendor Total:	4, 193. 96							
CHRISTMC CHRISTINE MCAVADDY								
18-03307 11/05/18 uniform 1 Uniform Reimbursement	317.99	8-01-25-250-250-220	B COMM: Uniform/Clothing	R	11/05/18 11/21/1	8		N
Vendor Total:	317.99							
CHRIS BR CHRISTOPHER A BROWN, ESQUIRE*								
18-03227 10/26/18 MONTHLY RETAINERS 1 MONTHLY RETAINERS	600.00	8-01-21-180-180-269	B PLAN BD: Professi onal /Consul t	R	10/26/18 11/21/1	8	2977	Ν
Vendor Total:	600.00							
CITY SEA CITY OF SEA ISLE CITY								
18-03326 11/05/18 sleo 1 50% of the Certified Costs of 2 3	500.00	8-01-25-240-240-265 8-01-25-240-240-221 8-01-25-240-240-274	B POLICE DEPT: Printing/Binding B POLICE DEPT: Office Mat/Supp B POLICE DEPT: Memberships	R R R	11/05/18 11/21/1 11/05/18 11/21/1 11/05/18 11/21/1	8	PDCI TY11/9/20	018 N N N
Vendor Total:	2, 326. 07							
COMCAST5 COMCAST *								
18-01130 04/10/18 NOVEMBER PURCHASE OF 1 NOVEMBER PURCHASE ORDER		8-01-26-305-305-284	B SANAT: Other Business Expenses	R	04/10/18 11/21/1	8	72110087	N
Vandar Tatal	00.05							

Vendor Total:

99.95

EGG HARBOR TOWNSHIP Bill List By Vendor Name

Page No: 6

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date		1099 Excl
COPIERS COPIERS PLUS INC*									_
18-03292 11/01/18 LARGE FORMAT COPIER 1 LARGE FORMAT COPIER MAINT.		8-01-20-180-180-27	79 B INFO TECHNOLOGY-OTHER CONT SERVICE	R	11/01/18	11/21/18		I N590742	Ν
Vendor Total:	1, 795. 00								
DANIEL D DANIEL D. ALSOFROM									
18-01566 04/17/18 November 2018 Month 1 November 2018 Monthly Retainer		8-01-20-155-155-27	79 B LEGAL: Other Contractual Servi	R	04/17/18	11/16/10		ADDAN11-2018	N
		0-01-20-155-155-27		ĸ	04/17/10	11/10/10		ADDANTT-2010	N
Vendor Total:	4, 083. 33								
ELTA 33 DELTA DENTAL PLAN OF NJ									
18-01324 04/10/18 DECEMBER 18 DENTAL 1 DECEMBER 2018 DENTAL BILL		8-01-23-220-220-36	61 B GROUP INS: Delta Dental	R	04/10/18	11/10/18		PM00000002945	42 N
2 DECEMBER 2018 DENTAL BILL	4, 530. 44	8-01-23-220-220-36		R	11/13/18			PM00000002972	
	18, 231. 47								
Vendor Total:	18, 231. 47								
E Z PASS E-Z PASS									
18-03247 10/30/18 Replenish Account 1 Replenish Account	446 63	8-01-28-370-370-27	79 B REC: Other Contractual Service	R	10/30/18	11/16/18		REZP10/15/18	N
		0 01 20 070 070 27		K	10/00/10				
Vendor Total:	446.63								
EHT 3RD EHT 3RD PARTY INSPECTION ACCT									
18-03328 11/07/18 Fees Collected Octo 1 Electric Fees Collected Oct 18		8-01-55-006-000-00	01 B 3rd Party Inspections	R	11/07/18	11/21/18		I DEHT3RD10-20	18 N
2 Plumbing Fees Collected Oct 18	5, 740. 00	8-01-55-006-000-00	01 B 3rd Party Inspections	R	11/07/18	11/21/18			Ν
3 CCO Fees Collected October '18	<u>640.00</u> 17,257.00	8-01-55-006-000-00	01 B 3rd Party Inspections	R	11/07/18	11/21/18			Ν
	·								
Vender Total ·	17 257 00								

Vendor Total : 17, 257.00

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Voi d Date	l nvoi ce	1099 Excl
EHT PUBL EHT PUBLIC DEFENDER ACCOUNT 18-03369 11/09/18 Trans Month Fees Octol	ber 2018									_
1 Trans Month Fees October 2018	2,000.00	8-01-55-013-000-0)1 B	Due to/from Public Defender	R	11/09/18	11/13/18		CTEHTPUB10-20)18 N
Vendor Total:	2,000.00									
EMERGE16 ENFORSYS FIRE SYSTEMS INC										
18-03229 10/26/18 Maintenance Fire Insp 1 Maintenance Fire Insp program		8-01-25-265-268-29	95 B	FIRE PREVENTION PROG: Computer/Data Pr	oc R	10/26/18	11/21/18		ESP18111003	N
Vendor Total:	655.00									
ENGLISH ENGLISH CREEK SUPPLY*										
18-01195 04/10/18 K9 supplies 1 K9 Food and Supplies	327.91	8-01-25-240-240-24	41 B	POLICE DEPT: K9 Food/Drugs	R	04/10/18	11/21/18		2299	Ν
Vendor Total:	327.91									
ESRI INC ESRI, INC.*										
18-03111 10/15/18 arcgis 1 ArcGIS Desktop Advanced	3,000.00	8-01-25-240-240-2	95 B	POLICE DEPT: Comp/Data Proces	R	10/15/18	11/15/18		93539206	N
2 Spatial Analyst		8-01-25-240-240-24		POLICE DEPT: Comp/Data Proces	R		11/15/18		93539206	N
Vendor Total:	3, 500. 00									
FARNSWOR FARNSWORTH-SEMPTIMPHELTER, LLC*										
18-01025 04/06/18 OCTOBER 2018 BILLING 1 1 OCTOBER 2018 BILLING SERVICES		8-01-25-265-267-2	79 B	AMB SV: Other Contractual Serv	R	04/06/18	11/21/18		8263	Ν
Vendor Total:	3, 669. 48									
FRANCESC FRANCESCO NASTASI										
18-03156 10/17/18 uniform 1 Uniform Reimbursement	52.00	8-01-25-240-240-22	22 B	POLICE DEPT: UNIFORM/CLOTHING	R	10/17/18	11/19/18		PDFRA10/11/18	B N
Vendor Total:	52.00									

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Acc	t Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	l nvoi ce	1099 Excl
GABRIELG GABRIELLE GARCIA 18-03305 11/05/18 uniform									
1 Uni form Reimbursement	349.00	8-01-25-250-250-220	B COMM: Uniform/Clothing	R	11/05/18	8 11/21/18	}		Ν
Vendor Total:	349.00								
GENERAL GENERAL CODE*									
18-03361 11/09/18 eCode360 Annual Mai 1 eCode360 Annual Maintenance		8-01-20-120-120-279	B CLERK: Other Contractual Servi	R	11/09/18	8 11/19/18	}	GC00105512	N
Vendor Total:	1, 195. 00								
GRAN TUR GRAN TURK EQUIPMENT *									
18-03284 11/01/18 PARTITION AND LINER 1 PARTITION 2 LINER 3 FREIGHT	255.38	8-01-26-300-300-353 8-01-26-300-300-353 8-01-26-300-300-259	B EQ MNT: Trash/Gar Veh Repair B EQ MNT: Trash/Gar Veh Repair B EQ MNT: Vehicle Repair Mainten	R R R	11/01/18	8 11/21/18 8 11/21/18 8 11/21/18	}	1129222-01	N N N
18-03285 11/01/18 PATCHER PARTS									
1 FUEL REGULATOR 2 LPG PRESSURE VALVE 3 I GNI TOR 4 WI RE HI VOLTAGE 5 HOSE ASSY 6 PRESSURE REGULATOR 7 FUEL REGULATOR	634. 80 214. 22 191. 00 58. 40 295. 41	8-01-26-290-290-261 8-01-26-290-290-261 8-01-26-290-290-261 8-01-26-290-290-261 8-01-26-290-290-279 8-01-26-290-290-279 8-01-26-290-290-261	B ROADS: Equipment Repairs/Maint B ROADS: Equipment Repairs/Maint B ROADS: Equipment Repairs/Maint B ROADS: Equipment Repairs/Maint B ROADS: Other Contractual Servi B ROADS: Other Contractual Servi B ROADS: Equipment Repairs/Maint	R R R R R R	11/01/18 11/01/18 11/01/18 11/01/18 11/01/18	 11/21/18 11/21/18 11/21/18 11/21/18 11/21/18 11/21/18 11/21/18 11/21/18 	3 3 3 3	1129775-01 1129775-01	N N N N N N
Vendor Total:	3, 205. 75								
HEATHER HEATHER STUMPF 18-03308 11/05/18 clothing 1 Clothing Reimbursement	189. 58	8-01-25-240-240-222	B POLICE DEPT: UNIFORM/CLOTHING	R	11/05/18	8 11/21/18	}		Ν
Vendor Total:	189. 58								

EGG HARBOR TOWNSHIP Bill List By Vendor Name

/endor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Ac	ct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	l nvoi ce	1099 Excl
HERI TAGE HERI TAGE BUSI NESS SYSTEMS, LLC ³									
18-02495 07/24/18 SERVI CE/SUPPLY POOLE 1 SERVI CE/SUPPLY POOLED COPI ES		8-01-20-130-130-279	B FIN: Other Contractual Service	R	07/24/18	11/08/18		AR178122	N
Vendor Total:	324.00								
HOME DEP HOME DEPOT *									
18-02258 07/09/18 SEPTEMBER PURCHASE (ORDER								
1 SEPTEMBER PURCHASE ORDER		8-01-26-310-310-279	B MUNC BLDGS: Other Contra Serv	R		11/15/18		3025924	N
2 SEPTEMBER PURCHASE ORDER		8-01-26-290-290-232	B ROADS: Road Materials & Suppli	R		11/15/18		4014260	Ν
3 SEPTEMBER PURCHASE ORDER-TOOLS		C-03-18-018-000-913	B ORD 18-18 BUILDINGS AND GROUNDS EQUIPMT			11/15/18		5026894	Ν
4 SEPTEMBER PURCHASE ORDER-TOOLS		C-03-18-018-000-913	B ORD 18-18 BUILDINGS AND GROUNDS EQUIPMT	R		11/15/18		50560485	Ν
5 SEPTEMBER PURCHASE ORDER		8-01-26-310-310-279	B MUNC BLDGS: Other Contra Serv	R		11/15/18		2025973	Ν
6 SEPTEMBER PURCHASE ORDER		8-01-26-310-310-279	B MUNC BLDGS: Other Contra Serv	R	11/15/18	11/15/18		2300075	Ν
7 SEPTEMBER PURCHASE ORDER		8-01-26-310-310-279	B MUNC BLDGS: Other Contra Serv	R		11/15/18		9313036	Ν
8 SEPTEMBER PURCHASE ORDER		8-01-26-310-310-279	B MUNC BLDGS: Other Contra Serv	R	11/15/18	11/15/18		8313056	Ν
9 SEPTEMBER PURCHASE ORDER		8-01-26-310-310-279	B MUNC BLDGS: Other Contra Serv	R		11/15/18		6313095	Ν
10 SEPTEMBER PURCHASE ORDER	21.42	8-01-26-310-310-279	B MUNC BLDGS: Other Contra Serv	R	11/15/18	11/15/18		5026900	Ν
11 SEPTEMBER PURCHASE ORDER	29.93	8-01-26-310-310-279	B MUNC BLDGS: Other Contra Serv	R	11/15/18	11/15/18		8300138	Ν
12 SEPTEMBER PURCHASE ORDER	7.92	8-01-26-310-310-279	B MUNC BLDGS: Other Contra Serv	R	11/15/18	11/15/18		2020165	Ν
	1, 327. 96								
Vendor Total:	1, 327. 96								
Howard F Howard Freed, esquire									
18-03299 11/05/18 CONFLICT SESSION 10/	/29/18								
1 PROFESSIONAL SERVICES RENDERED	250.00	8-01-43-490-490-269	B COURT: PROFESSI ONAL/CONSULTANT	R	11/05/18	11/21/18		CTHOW10/29/2	2018 N
Vendor Total:	250.00								
HOWARD HOWARD INDUSTRIES INC. *									
18-02545 08/06/18 Mi crophones									
1 Microphone - Wired	65.97	8-01-28-370-370-244	B REC: Recreational Programs	R	08/06/18	11/21/18		18-00829020	
1			J						
Vendor Total:	65.97								

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account	Acct Type Descriptio	n	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	l nvoi ce	1099 Excl
HUNTER HUNTER JERSEY PETERBILT										_
18-01152 04/10/18 OCTOBER PURCHASE ORD 1 OCTOBER PURCHASE ORDER 2 OCTOBER PURCHASE ORDER 3 OCTOBER PURCHASE ORDER 4 OCTOBER PURCHASE ORDER 5 OCTOBER PURCHASE ORDER 6 OCTOBER PURCHASE ORDER	59.35 485.62 561.46 378.06 1,522.51	8-01-26-300-300-35 8-01-26-300-300-35 8-01-26-300-300-35 8-01-26-300-300-35 8-01-26-300-300-35 8-01-26-300-300-35	B EQ MNT: Training B EQ MNT: Training	ash/Gar Veh Repair ash/Gar Veh Repair ash/Gar Veh Repair ash/Gar Veh Repair ash/Gar Veh Repair ash/Gar Veh Repair	R R R R R	04/10/18 11/13/18 11/13/18 11/13/18 11/13/18 11/13/18 11/13/18	11/13/18 11/13/18 11/13/18 11/13/18	} } }	X206034047: 0 X206034047: 0 X205056971: 0 X206033715: 0 X205058241: 0 X206034997: 0	2 N 1 N 1 N 1 N
Vendor Total:	3, 027. 00									
I DEMIA I DEMIA I DENTI TY&SECURI TY USA *										
18-02735 08/27/18 Electronic Fingerpri 1 204-96-083960 Desktop Livescan 2 204-96-083970 Printer as	13, 751. 00	C-03-18-018-000-92 C-03-18-018-000-92		ELECTRONIC FINGERPRINTING ELECTRONIC FINGERPRINTING	R R	08/27/18 08/27/18			115993	N N
Vendor Total:	14, 837. 15									
INTRAPOL INTRAPOL INDUSTRIES, INC. *										
18-02954 09/24/18 initial issue 1 106BRNV-32R Police Motorcycle 2 Add: 1 1/2" Gold, Cloth, 3 G4473Z-SR Taylor's Leatherwear 4 8115LUG-9.5DE-16CALF Black 5 Shipping	319.99 299.99	8-01-25-240-240-22 8-01-25-240-240-22 8-01-25-240-240-22 8-01-25-240-240-22 8-01-25-240-240-22	B POLICE DEP B POLICE DEP B POLICE DEP B POLICE DEP	T: UNI FORM/CLOTHI NG T: UNI FORM/CLOTHI NG T: UNI FORM/CLOTHI NG T: UNI FORM/CLOTHI NG T: UNI FORM/CLOTHI NG	R R R R	09/24/18 09/24/18 09/24/18 09/24/18 09/24/18	11/19/18 11/19/18 11/19/18	} } }	17036 17036 17044 17036 17036	N N N N
Vendor Total:	777.96									
JASMI NEB JASMI NE U. BROWN										
18-03335 11/07/18 uniform 1 Uniform Reimbursement	134.99	8-01-25-250-250-22	20 B COMM: Unif	orm/Cl othi ng	R	11/07/18	11/21/18	}		N
Vendor Total:	134. 99									

EGG HARBOR TOWNSHIP Bill List By Vendor Name

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Acct	Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	l nvoi ce	1099 Excl
JEFFREYS JEFFREY R. SURENIAN, ESQ									_
18-03267 10/30/18 1 Professi onal Servi ces Rendered	420.00	8-01-20-155-155-289	B LEGAL: COAH LITIGATION	R	10/30/18	11/16/18	}	ADJEF9-2018	N
Vendor Total:	420.00								
JOHN BEA JOHN BEATTES									
18-03187 10/19/18 uniform 1 Uniform Reimbursement	388.00	8-01-25-240-240-222	B POLICE DEPT: UNIFORM/CLOTHING	R	10/19/18	11/15/18	}	PDJ0H10/10/18	8 N
Vendor Total:	388.00								
OHNSON JOHNSON & TOWERS INC. *									
18-00341 01/29/18 OCTOBER PURCHASE ORDER 1 OCTOBER PURCHASE ORDER	213.90	8-01-26-300-300-259	B EQ MNT: Vehicle Repair Mainten	R	01/29/18	11/13/18	}	R103002112: 0 ⁻	1 N
2 OCTOBER PURCHASE ORDER	153. 72	8-01-26-300-300-259	B EQ MNT: Vehicle Repair Mainten	R	11/13/18	11/13/18	}	X103002144: 0 ⁻	1 N
3 OCTOBER PURCHASE ORDER	166. 10 533. 72	8-01-26-300-300-259	B EQ MNT: Vehicle Repair Mainten	R	11/13/18	11/13/18	}	X103002129: 0	1 N
Vendor Total:	533.72								
ON DAUG JONATHAN D' AUGUSTINE									
18-03109 10/15/18 uni form 1 Uni form Reimbursement	139.00	8-01-25-240-240-222	B POLICE DEPT: UNIFORM/CLOTHING	R	10/15/18	11/21/18	}		N
Vendor Total:	139.00			ĸ					
	107100								
IOSEPH F JOSEPH FAZZIO INC.* 18-03199 10/23/18 PACKER REPLACEMENT STEE	L								
1 PACKER REPLACEMENT STEEL	738.50	C-03-18-018-000-904	B ORD 18-18 AUTOMATED CARRIAGES	R		11/19/18		418773	N
2 PACKER REPLACEMENT STEEL1	582.50 ,321.00	C-03-18-018-000-904	B ORD 18-18 AUTOMATED CARRIAGES	R	11/16/18	11/19/18	}	418769	N
Vendor Total: 1	. 321. 00								

Vendor Total: 1,3

1, 321. 00

EGG HARBOR TOWNSHIP Bill List By Vendor Name

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Acct ⁻	Type Description	Stat/Chk	First Enc Date		Chk/Void Date	l nvoi ce	1099 Excl
JULIET L JULIET LIPARI 18-03336 11/07/18 uniform 1 Uniform Reimbursement Balance	350.00	8-01-25-250-250-220	B COMM: Uni form/Clothing	R	11/07/18	11/21/18			N
Vendor Total:	350.00								
K9 TACTI K9 TACTICAL GEAR 18-03160 10/17/18 K9 Supplies 1 E-Quick Tactical Collar 1.75", 2 Shipping		8-01-25-240-240-241 8-01-25-240-240-241	B POLICE DEPT: K9 Food/Drugs B POLICE DEPT: K9 Food/Drugs	R R	10/17/18 10/17/18			10508 10508	N N
Vendor Total:	74.00								
KAESERBL KAESER & BLAIR, INC * 18-03026 10/02/18 pens 1 B321 Pen, Javalina Exec White 2 Shipping & Handling		8-01-25-250-250-264 8-01-25-250-250-264	B COMM: Service Division B COMM: Service Division	R R	10/02/18 10/02/18				N N
18-03225 10/26/18 webcam 1 WCC100 Webcam Cover w/EHTPD 2 Typesetting & Art Fee 3 Custom Insert Card & Polybag 4 One Time Set-up Charge 5 Shipping	25.00 125.00 50.00	8-01-25-250-250-264 8-01-25-250-250-264 8-01-25-250-250-264 8-01-25-250-250-264 8-01-25-250-250-264	B COMM: Service Division B COMM: Service Division B COMM: Service Division B COMM: Service Division B COMM: Service Division	R R R R	10/26/18 10/26/18 10/26/18 10/26/18 10/26/18	11/21/18 11/21/18 11/21/18		81029300	N N N N
Vendor Total:	917.25								
KALER KALER MOTOR CO., LLC 18-03061 10/03/18 Insurance Deductible		0.04.00.040.040.000		D	10/00/40	11/01/10		W 4700	
1 INSURANCE DEDUCTIBLE FOR Vendor Total:	1,000.00	8-01-23-210-210-338	B INS OTH: Joint Insurance Fund	R	10/03/18	11/21/18		W 4780	N

EGG HARBOR TOWNSHIP Bill List By Vendor Name

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Acc	ct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date		1099 Excl
KATHY HU KATHY SCHULTHEIS 18-03337 11/07/18 uniform								_
1 Uniform Reimbursement Balance	150.00	8-01-25-250-250-220	B COMM: Uniform/Clothing	R	11/07/18 11/21/18	}		Ν
Vendor Total:	150.00							
KATRINA KATRINA CANTELL								
18-03108 10/15/18 uniform 1 Uniform Reimbursement	45.00	8-01-25-240-240-222	B POLICE DEPT: UNIFORM/CLOTHING	R	10/15/18 11/19/18	}	PDKAT10/5/18	N
18-03188 10/19/18 uniform 1 Uniform Reimbursement	232. 00	8-01-25-240-240-222	B POLICE DEPT: UNIFORM/CLOTHING	R	10/19/18 11/19/18	}	PDKAT10/16/18	3 N
18-03331 11/07/18 uniform 1 Uniform Reimbursement	59. 98	8-01-25-240-240-222	B POLICE DEPT: UNIFORM/CLOTHING	R	11/07/18 11/21/18	}		N
Vendor Total:	336. 98							
KENNETKE KENNETH KELCHNER								
18-03346 11/07/18 REIMBURSEMENT FINGERPRI 1 REIMBURSEMENT FOR FINGERPRINT		8-01-26-290-290-284	B ROADS: Other Business Expenses	R	11/07/18 11/21/18	}	495609042588	N
Vendor Total:	40.66							
KEVIN KEVIN ANDERSON WELL DRILLING								
18-03290 11/01/18 INSTALL 5 HP VETS PARK 1 INSTALLED A NEW 5 HP 460V	789.00	8-01-26-310-310-279	B MUNC BLDGS: Other Contra Serv	R	11/01/18 11/21/18	}	12542	N
Vendor Total:	789.00							
KIMBERLH KIMBERLYN HOWEY								
18-03324 11/05/18 uniform 1 Uniform Reimbursement	114.00	8-01-25-250-250-220	B COMM: Uniform/Clothing	R	11/05/18 11/21/18	}		N
Vendor Total:	114.00							

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Acc	t Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	l nvoi ce	1099 Excl
LANDBERG Landberg Construction, LLC 18-02460 07/23/18 RESOLUTION NO. 29 4 RESOLUTION NO. 290 OF 2018		G-02-05-803-001-301	B BLACKMAN ROAD NJTTF	R	07/23/18	11/16/18		1504. 5-3	 N
Vendor Total:	138, 454. 32								
AWREN33 LAWRENCE J. ANASTASI, P.A. 18-02692 08/21/18 Annual Physical									
1 Annual Physical – Miller	180.00	8-01-20-100-100-269	B ADMIN: Professional / Consulta	R	08/21/18	11/19/18		ADLAW8-24-18	Ν
18-02978 10/01/18 exam 1 Pre-Employment Exam for Police 2		8-01-25-240-240-279 8-01-25-240-240-279	B POLICE DEPT: Other Cont Serv B POLICE DEPT: Other Cont Serv	R R		11/21/18 11/21/18		PDLAW10-2018	N N
18-02979 10/01/18 exam 1 Pre-Employment Exam for 2		8-01-25-250-250-279 8-01-25-240-240-279	B COMM: Other Contractual Serv B POLICE DEPT: Other Cont Serv	R R		11/21/18 11/21/18		PDLAW10-11-18	8 N N
Vendor Total:	1, 020. 00								
.INE SYS Line Systems*									
18-01207 04/10/18 mun. line-interne 1 Various Municipal Lines and		8-01-31-440-440-399	B TELEPHONE: Miscel Expense	R	04/10/18	11/21/18	1	68446181115	١
Vendor Total:	2, 821. 63								
_OGIN IA LOGIN INC./IACP NET *									
18-03161 10/17/18 dues 1 Semi-Annual Billing (1 of 2)	612.50	8-01-25-240-240-274	B POLICE DEPT: Memberships	R	10/17/18	11/15/18		33266	
Vendor Total:	612.50								

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account	Acct Type Description		First Enc Date	Rcvd Date	Chk/Voi d Date		
MAGUI RE MAGUI RE & MAGUI RE, PC* 18-03089 10/09/18 MONTHLY RETAI NER 1 MONTHLY RETAI NER	300.00	8-01-21-185-185-20	69 B ZONING: Professional / Consul	R	10/09/18	11/15/18		13472	N
Vendor Total:	300.00								
MARC FRI MARC FRIEDMAN, ESQUIRE									
18-01557 04/17/18 November 2018 Monthl 1 November 2018 Monthly Retainer		8-01-20-155-155-20	69 B LEGAL: Professi onal /Consul tant	R	04/17/18	11/16/18		ADMAR11-2018	N
18-03320 11/05/18 Professional Service 1 Professional Services Rendered		8-01-20-155-155-2	59 B LEGAL: SEAVIEW HARBOR SECESSION	R	11/05/18	11/16/18		ADMAR10-2018SF	H N
18-03321 11/05/18 Professional Service 1 Professional Services Rendered		8-01-20-155-155-20	69 B LEGAL: Professi onal /Consul tant	R	11/05/18	11/16/18		ADMAR10-2018TS	S N
Vendor Total:	11, 134. 00								
MARIA EU MARIA EUGENIA FEHR									
18-03185 10/19/18 SEPTEMBER 2018 1 PROFESSIONAL SERVICES RENDERED	80.00	8-01-43-490-490-20	69 B COURT: PROFESSI ONAL/CONSULTANT	R	10/19/18	11/19/18		CTMAR9/11/18	N
Vendor Total:	80.00								
MATT COC MATT COCHRANE									
18-03260 10/30/18 uniform 1 Uniform Reimbursement	199. 99	8-01-25-240-240-22	22 B POLICE DEPT: UNIFORM/CLOTHING	R	10/30/18	11/16/18		P-164-2349-213	32 N
Vendor Total:	199. 99								
MGL FORM MGL FORMS-SYSTEMS LLC									
18-03184 10/19/18 Tax Sale Notices 1 Tax Sale Notices (RED) 2 Freight		8-01-20-145-145-20 8-01-20-145-145-29	5 5	R R		11/15/18 11/15/18		158973 158973	N N
Vendor Total:	821.00								

EGG HARBOR TOWNSHIP Bill List By Vendor Name

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account	Acct Ty	ype Description	Stat/Chk	First R Enc Date D	cvd ate	Chk/Void Date	l nvoi ce	1099 Excl
MID-ATLA MID-ATLANTIC WASTE SYSTEMS 18-02585 08/09/18 HEIL REAR LOADER	*									
1 HEIL HIGH COMPACTION REAR	195, 432. 00	C-03-18-018-000-9	903	B ORD 18-18 GARBAGE COLLECTION TRUCK	R	08/09/18 1	1/19/18		M35778	Ν
18-03183 10/19/18 INSTALL REARVIEW 1 INSTALL REAR VIEW CAMERA		C-03-18-018-000-9	903	B ORD 18-18 GARBAGE COLLECTION TRUCK	R	10/19/18 1	1/21/18		D10339	N
Vendor Total:	196, 718. 13									
OFFICE D OFFICE DEPOT INC 18-03201 10/23/18 OFFICE SUPPLIES										
1 OFFICE SUPPLIES 2 OFFICE SUPPLIES	12. 95 69. 09	8-01-21-180-180-2 8-01-21-180-180-2		B PLAN BD: Office Mat&Supplies B PLAN BD: Office Mat&Supplies	R R	10/23/18 1 10/23/18 1			222001977001	N N
3 OFFICE SUPPLIES		8-01-21-185-185-2		B ZONING: Office Mater& Suppl	R	10/23/18 1				N
Vendor Total:	181.56									
PATRI CKD PATRI CK DALY										
18-03345 11/07/18 uniform 1 Uniform Reimbursement Balance	675.00	8-01-25-240-240-2	222	B POLICE DEPT: UNIFORM/CLOTHING	R	11/07/18 1	1/21/18			N
Vendor Total:	675.00									
PIETRASS PIETRAS SARACINO SMITH & ME										
18-03300 11/05/18 Professional Serv 1 Professional Services		8-01-20-155-155-2	279	B LEGAL: Other Contractual Servi	R	11/05/18 1	1/21/18		58165	Ν
Vendor Total:	751.50									
POLISTIN POLISTINA & ASSOCIATES LLC										
18-03327 11/07/18 AFFORDABLE HOUSIN 1 AFFORDABLE HOUSING ISSUES		8-01-21-180-180-2	269	B PLAN BD: Professi onal /Consul t	R	11/07/18 1	1/21/18		11-19-73	Ν
2 AFFORDABLE HOUSING ISSUES	225.00 685.00	8-01-21-180-180-2	269	B PLAN BD: Professi onal /Consul t	R	11/07/18 1	1/21/18			N
Vendor Total:	685.00									

EGG HARBOR TOWNSHIP Bill List By Vendor Name

Page No: 17

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account	Acct Type Description	Stat/Chk	First Rcvd K Enc Date Date	Chk/Voi d Date I nvoi ce	1099 Excl
RAY ALLE RAY ALLEN MANUFACTURING 18-03157 10/17/18 K9 supplies 1 Cobra Buckle Nylon Collar 2 Shipping Vendor Tota	39.99 7.00 46.99	8-01-25-240-240-2 8-01-25-240-240-2		R R	10/17/18 11/15/18 10/17/18 11/15/18		NN
RAYMONDW RAYMOND WILSON 18-03221 10/26/18 uni form 1 Uni form Reimbursement Vendor Tota		8-01-25-240-240-2	222 B POLICE DEPT: UNIFORM/CLOTHIN	G R	10/26/18 11/21/18	3	N
REMINGTO REMINGTON, VERNICK 18-03293 11/01/18 PROFESSIONAL S 1 FOR PROFESSIONAL SERVICES Vendor Tota	57.50	8-01-20-165-165-2	269 B ENG: Professional / Consulta	nt R	11/01/18 11/19/18	3 0108T259-4	N
RIGGINS RIGGINS INC* 18-02440 07/19/18 OCTOBER PURCHA 1 OCTOBER PURCHASE ORDER Vendor Tota	282. 31	8-01-31-460-460-3	399 B GASOLINE: Miscellaneous Exp	R	07/19/18 11/13/18	3 NP54614278	N
ROGER C ROGER C. STEEDLE, P.A. 18-03463 11/20/18 MONTHLY BILLIN 1 MONTHLY BILLING FOR OCTOBER 2 STONEY FIELDS 3 STEEPLECHASE VILLAGE 4 OAK FOREST	IG 10/1-10/31 1, 482.00 195.00 702.00	8-01-22-195-195-2 8-01-22-195-195-2 8-01-22-195-195-2 8-01-22-195-195-2	269B RENT REVIEW: Profess/Consul269B RENT REVIEW: Profess/Consul	R R R R	11/20/18 11/21/18 11/20/18 11/21/18 11/20/18 11/21/18 11/20/18 11/21/18	3 16375 3 16376	N N N

Vendor Total:

3, 432. 00

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account A	cct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	l nvoi ce	1099 Excl
SAMUEL33 SAMUEL A. CURCIO JR., LLC 18-03298 11/05/18 SPECIAL SESSION 10/16/1	0									_
1 PROFESSIONAL SERVICES RENDERED		G-02-05-702-001-101	В	ALH, ED, REB Salary	R	11/05/18	11/21/18		CTSAM10/16/2	:018 N
Vendor Total:	285.00									
SANSOM SANSOM ELECTRIC, LLC										
18-02507 07/26/18 Installation of New LED	Si gn									
1 Installation of new LED sign 5	, 000. 00	C-03-17-017-000-914	В	PW MISC- EQUIPMENT	R	07/26/18	11/13/18		2018158	N
Vendor Total: 5	, 000. 00									
SCHWAAB SCHWAAB, INC. *										
18-02222 07/09/18 STAMPS			_						B	
1 42A1539 INDICTABLE STAMP		8-01-43-490-490-245		COURT: Other Materials / Suppl	R		11/13/18		B090671	N
2 51096 INK		8-01-43-490-490-245		COURT: Other Materials / Suppl	R		11/13/18			N N
3 5530 COPY (3) 4 42208 RL		8-01-43-490-490-245 8-01-43-490-490-245		COURT: Other Materials / Suppl COURT: Other Materials / Suppl	R R		11/13/18 11/13/18			N
5 APPROVED/DENIED		8-01-43-490-490-245		COURT: Other Materials / Suppl			11/13/18			N
6 49158 TRI - TEST SYSTEM	9.04	8-01-43-490-490-245		COURT: Other Materials / Suppl	R		11/13/18			N
7 DI SCOUNT		8-01-43-490-490-245		COURT: Other Materials / Suppl	R		11/13/18			Ň
8 POSTAGE AND DELIVERY		8-01-43-490-490-245		COURT: Other Materials / Suppl	R		11/13/18			N
	202.70		-							
Vendor Total:	202. 70									
SIGN-A-R SIGN-A-RAMA										
18-03226 10/26/18 evidence Room										
1 Signage for the Evidence Room	350. 20	8-01-25-240-240-278	В	POLICE DEPT: CID	R	10/26/18	11/21/18		29259	N
Vendor Total:	350. 20									
SMITH BR SMITH BROS V LLC										
18-02855 09/14/18 usage account										

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account	Acct Type Descr	ption	Stat/Chk	First Enc Date	Rcvd Date	Chk/Voi d Date		1099 Excl
SMITH BR SMITH BROS V LLC 18-02855 09/14/18 usage account 2 Usage of the "House Account"	Continued 17.08 59.12	Continued 8-01-25-250-250-26	54 B COMM:	Service Division	R	11/15/18	11/15/18		543855/5	 N
Vendor Total:	59. 12									
SOUTH 38 SOUTH JERSEY PAPER PRODUCTS* 18-03124 10/15/18 Cleaning Supplies 1 Toilet Paper Case 2 Trash Bags Clear Case 3 Tide 100 oz. case	112. 48 41. 38 145. 58 299. 44	8-01-25-265-267-2 8-01-25-265-267-2 8-01-25-265-267-2	94 BAMBS	/: OTHER EQUI PMENT /: OTHER EQUI PMENT /: OTHER EQUI PMENT	R R R	10/15/18 10/15/18 10/15/18	11/21/18		192383	N N N
Vendor Total:	299. 44									
SOUTH 48 SOUTH JERSEY WELDING* 18-03296 11/01/18 Oxygen Cylinder Refi 1 Oxygen Cylinder Refill Vendor Total:		8-01-25-265-267-26	35 B AMB S	/: Radio Communications	R	11/01/18	11/21/18		01465340	N
SPRINTNE SPRINT 18-02866 09/14/18 monthly access 3 pho 1 monthly access 3 phones Vendor Total:		8-01-25-265-265-2	51 B FIRE:	Tel ephone/Communi cati on	R	09/14/18	11/15/18		459553441-139	9 N
STATE 16 STATE SUPT. OF WEIGHT & MEAS. 18-03322 11/05/18 tuning forks 1 LIDAR Calibration Course Setup Vendor Total:	300. 00 300. 00	G-02-05-745-001-20)0 B Drunk	Driving O&E	R	11/05/18	11/21/18		190539	N

EGG HARBOR TOWNSHIP Bill List By Vendor Name

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Acct	Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Voi d Date	l nvoi ce	1099 Excl
STEPHENG STEPHEN GRECCO 18-03339 11/07/18 uni form								
1 Uni form Reimbursement	349.99	8-01-25-250-250-220	B COMM: Uniform/Clothing	R	11/07/18 11/21/18			N
Vendor Total:	349. 99							
STEVENMC STEVEN MCKENNEY								
18-03338 11/07/18 uniform 1 Uniform Reimbursement	212 00	8-01-25-240-240-222	B POLICE DEPT: UNIFORM/CLOTHING	П	11/07/18 11/21/18			N
	313.00	8-01-23-240-240-222	B POLICE DEPT: UNIFORM/CLUIHING	R	11/0//18 11/21/18			N
Vendor Total:	313.00							
SUSTAI NA SUSTAI NABLE JERSEY*								
18-03195 10/19/18 Sustainable Jersey Lu								
1 Sustainable Jersey Luncheon	35.00	8-01-20-100-100-273	B ADMIN: Mtging, Conv/Conference	R	10/19/18 11/16/18		370	Ν
18-03200 10/23/18 SUSTAI NABI LY LUNCHEON	J							
1 SUSTAINABILITY LUNCHEON	35.00	G-02-05-701-001-245	B RECYCLING: Other Mat/Supp	R	10/23/18 11/19/18		375	Ν
Vendor Total:	70.00							
TACTIC TACTICAL PUBLIC SAFETY LLC								
18-01580 04/17/18 oem console								
		C-03-17-017-000-931	B EMERGENCY MGMT- COMMUNICATIONS CONSOLE	R	04/17/18 11/21/18		18-094	N
2 Portion of Total Cost for	5, 458.00 35, 458.00	C-03-17-017-000-918	B P25 RADIO SYSTEM	R	04/17/18 11/21/18			N
	·							
Vendor Total:	35, 458. 00							
THOMASSM THOMAS G. SMITH *								
18-03357 11/09/18 Professional Services								
1 Professional Services Rendered	5, 156. 42	8-01-20-155-155-249	B LEGAL: TAX APPREAL	R	11/09/18 11/21/18		3546	Ν
Vendor Total	5 156 12							

Vendor Total : 5, 156. 42

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account	Acct Typ	e Description	St	at/Chk	First Enc Date	Rcvd Date	Chk/Voi d Date	l nvoi ce	1099 Excl
THOMASRI THOMAS RIZZOTTE JR. 18-03219 10/26/18 uniform 1 Uniform Reimbursement	285. 98	8-01-25-240-240-2	22	B POLICE DEPT: UNIFORM/CLOTHING	R		10/26/18	11/21/18			N
Vendor Total:	285. 98										
TIMOTHY TIMOTHY CANALE											
18-03333 11/07/18 uniform 1 Uniform Reimbursement	98.00	8-01-25-240-240-2	22	B POLICE DEPT: UNIFORM/CLOTHING	R		11/07/18	11/21/18			N
Vendor Total:	98.00										
TRUCKMAS TRUCKMASTER, INC.											
18-03216 10/26/18 INSURANCE DEDUCTIB 1 INSURANCE DEDUCTIBLE FOR		8-01-23-210-210-3	38	B INS OTH: Joint Insurance Fund	R		10/26/18	11/19/18		FAA18-2778	N
18-03294 11/01/18 INSURANCE DEDUCTIB 1 INSURANCE DEDUCTIBLE FOR		8-01-23-210-210-3	38	B INS OTH: Joint Insurance Fund	R		11/01/18	11/21/18		EHT161-10/9/1	18 N
Vendor Total:	2,000.00										
ULINE ULINE, INC *											
18-03193 10/19/18 drug testing 1 S-15144 White Literature 2 Shipping		8-01-25-240-240-2 8-01-25-240-240-2		B POLICE DEPT: Office Mat/Supp B POLICE DEPT: Office Mat/Supp	R R			11/19/18 11/19/18		102684088	N N
Vendor Total:	105.04										
UNI FI RST UNI FI RST CORPORATI ON * 18-02432 07/19/18 SEPTEMBER PURCHASE 1 SEPTEMBER UNI FORM RENTAL 2 SEPTEMBER UNI FORM RENTAL 3 SEPTEMBER UNI FORM RENTAL	431. 95 431. 94	8-01-26-305-305-2 8-01-26-310-310-2 8-01-26-300-300-2	22	B SANAT: Uniform/Clothing B MUNC BLDG: UNIFORMS B EQ MNT: UNIFORM, CLOTHING	R R R		07/19/18	11/08/18 11/08/18 11/08/18		206 0268885 206 0265155 206 0266426	N N N

November	21,	2018
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Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Acct T	Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	l nvoi ce	1099 Excl
UNIFIRST UNIFIRST CORPORATION * 18-02432 07/19/18 SEPTEMBER PURCHASI	Continued E ORDER	Continued						_
4 SEPTEMBER UNI FORM RENTAL	<u>287.96</u> 1,308.92	8-01-26-290-290-220	B ROADS: Uniform/Clothing	R	07/19/18 11/08/18		206 0267655	N
Vendor Total:	1, 308. 92							
UNITED28 UNITED PARCEL SERVICE 18-01191 04/10/18 delivery								
1 Estimated amount for Delivery	19, 36	8-01-25-240-240-254	B POLICE DEPT: Postage	R	04/10/18 11/13/18		0000F132F7378	8 N
2 Estimated amount for Delivery	6.36	8-01-25-240-240-254	B POLICE DEPT: Postage	R	11/13/18 11/13/18		0000F132F7438	
	25.72							
Vendor Total:	25.72							
VERI ZONW VERI ZON WI RELESS								
18-01223 04/10/18 test netork 1 Estimated Amount-Test Network	2 2/1 12	8-01-31-440-440-399	B TELEPHONE: Miscel Expense	R	04/10/18 11/21/18		9817574134	N
	2,241.12	8-01-31-440-440-399	B TELEPHONE: MISCEI EXPENSE	K	04/10/18 11/21/18		9817374134	N
Vendor Total:	2, 241. 12							
VERI ZO56 VERI ZON WI RELESS								
18-01278 04/10/18 MPC's 1 Monthly Service for Wireless	386-10	8-01-31-440-440-399	B TELEPHONE: Miscel Expense	R	04/10/18 11/13/18		9817159068	Ν
5			b TELETHONE. IIII Seet Expense	K			/01/10/000	i.
Vendor Total:	386.10							
VOLUNTEE VFIS *								
18-03350 11/09/18 VFLS Insurance Cor 1 VFLS Insurance Coverage		8-01-23-210-210-339	B INS OTH: Municipal Excess	R	11/09/18 11/16/18		13709116	N
0	·	0 01 20 210 210 007		K			10/0/110	i.
Vendor Total:	22, 337.00							
VOI ANCE VOI ANCE LANGUAGE SERVI CES, LI	LC*							
18-03113 10/15/18 SEPTEMBER 2018 1 PROFESSI ONAL SERVICES RENDERED	150 00	8-01-43-490-490-269	B COURT: PROFESSI ONAL/CONSULTANT	R	10/15/18 11/21/18		843717	N
I I NUL LIJI UNAL JERVI GEJ RENDERED	192.22	0-01-43-470-470-207	D GOURT. FRUI LOSI UNAL/ GUNOULTANT	Л	10/10/10 11/21/10		043717	IN
Vendor Total:	152.22							

November 21, 2018

EGG HARBOR TOWNSHIP Bill List By Vendor Name

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Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Ad	cct Type Desci	iption	Stat/(First hk Enc Date	Rcvd e Date	Chk/Void Date	l nvoi ce	1099 Excl
WB MASON W.B. MASON CO., INC.*										
18-02965 10/01/18 Office Supply Order										
1 Yearly Wall Calendar		8-01-28-370-370-221		Office Materials &			3 11/19/18		I 59431244	N
2 Desk Pad Calendar		8-01-28-370-370-221		Office Materials &			3 11/19/18			N
3 Sharpie, Chisel Tip, Black, Dz		8-01-28-370-370-221		Office Materials &			3 11/19/18			N
4 Sharpie, Metalic, Dz		8-01-28-370-370-221		Office Materials &			3 11/19/18			N
5 Highlighters, Pink, DZ		8-01-28-370-370-221		Office Materials &			3 11/19/18			N
6 Highlighter, Blue		8-01-28-370-370-221		Office Materials &			3 11/19/18			N
7 Highlighters, Yellow		8-01-28-370-370-221		Office Materials &			3 11/19/18			N
8 Crayol a Classpack, Crayons, 16		8-01-28-370-370-221		Office Materials &			3 11/19/18			N
9 Crayol a Classpack Colored Penc		8-01-28-370-370-221		Office Materials &			3 11/19/18			N
10 Pencils, DZ		8-01-28-370-370-221		Office Materials &			3 11/19/18			N
11 Holiday Red Constr Paper 9x12		8-01-28-370-370-221		Office Materials &			3 11/19/18			N
12 Holiday Green Contr Paper 8x12		8-01-28-370-370-221		Office Materials &			3 11/19/18			N
13 Purple Construction Paper 8x12		8-01-28-370-370-221		Office Materials &			3 11/19/18			Ν
14 Magenta Contruction Paper 8x12		8-01-28-370-370-221		Office Materials &			3 11/19/18			Ν
15 Yellow Construction Paper 8x12		8-01-28-370-370-221		Office Materials &			3 11/19/18			Ν
16 Black Construction Paper		8-01-28-370-370-221		Office Materials &			3 11/19/18			Ν
17 Light Blue Contr Paper 8X12		8-01-28-370-370-221		Office Materials &			3 11/19/18			Ν
18 Turquoise Contr Paper 9X12		8-01-28-370-370-221		Office Materials &			3 11/19/18		l 59775812	Ν
19 White Contr Paper 9x12		8-01-28-370-370-221		Office Materials &			3 11/19/18			Ν
20 Gray Contruction paper 9X12	1.62	8-01-28-370-370-221	B REC:	Office Materials &		10/01/18	3 11/19/18			Ν
21 Blue Contruction Paper 9X12		8-01-28-370-370-221		Office Materials &			3 11/19/18			Ν
22 White Contr Paper 12X18	9.66	8-01-28-370-370-221		Office Materials &		10/01/18	3 11/19/18			Ν
23 Light Blue Contr Paper 12x18	9.66	8-01-28-370-370-221	B REC:	Office Materials &	Suppli R	10/01/18	3 11/19/18			Ν
24 Holiday Green Contr Paper12x18	14.97	8-01-28-370-370-221	B REC:	Office Materials &	Suppli R	10/01/18	3 11/19/18			Ν
25 Holiday Red Constr Paper 12x18	9.98	8-01-28-370-370-221	B REC:	Office Materials &	Suppli R	10/01/18	3 11/19/18			Ν
26 Paint Pumps	9.96	8-01-28-370-370-221	B REC:	Office Materials &	Suppli R	10/01/18	3 11/19/18			Ν
27 Post-its 1 1/2 X 2	17.79	8-01-28-370-370-221	B REC:	Office Materials &	Suppli R	10/01/18	3 11/19/18			Ν
28 Unruled Index Cards for Printe	34.20	8-01-28-370-370-221	B REC:	Office Materials &	Suppli R	10/01/18	3 11/19/18			Ν
29 DYMO Address Labels	17.61	8-01-28-370-370-221	B REC:	Office Materials &	Suppli R	10/01/18	3 11/19/18			Ν
30 Scissors 3 Pack		8-01-28-370-370-221		Office Materials &		10/01/18	3 11/19/18			Ν
31 Letter Sized Laminating Puches		8-01-28-370-370-221		Office Materials &			3 11/19/18			Ν
32 Index Card Sized Laminating Po		8-01-28-370-370-221		Office Materials &		10/01/18	3 11/19/18			Ν
33 Legal Size Laminating Pouches		8-01-28-370-370-221		Office Materials &			3 11/19/18			Ν
34 Letter Tray		8-01-28-370-370-221		Office Materials &			3 11/19/18			Ν

EGG HARBOR TOWNSHIP Bill List By Vendor Name

Vendor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Acct	Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Voi d Date	l nvoi ce	1099 Excl
WB MASON W.B. MASON CO., INC.* 18-02965 10/01/18 Office Supply Order	Conti nued	Continued						
35 Slanted Sign Holder	<u>6.38</u> 496.05	8-01-28-370-370-221	B REC: Office Materials & Suppli	R	10/01/18 11/19/18			N
18-03079 10/09/18 Art/Craft Supplies								
1 Fabric Markers		8-01-28-370-370-242	B REC: Art & Drafting Supplies	R	10/09/18 11/16/18		I 60421116	Ν
2 Marks A Lot Permanent Set		8-01-28-370-370-242	B REC: Art & Drafting Supplies	R	10/09/18 11/16/18			N
3 Fine Point Set		8-01-28-370-370-242	B REC: Art & Drafting Supplies	R	10/09/18 11/16/18			N
4 Highlighter Set	2. 76	8-01-28-370-370-242	B REC: Art & Drafting Supplies	R	10/09/18 11/16/18			N
18-03159 10/17/18 supplies								
1 FEL00725 Bankers Boxes	264.95	8-01-25-240-240-221	B POLICE DEPT: Office Mat/Supp	R	10/17/18 11/15/18		I 59932111	Ν
2 CL030112 Clorex Wipes	53.46	8-01-25-240-240-221	B POLICE DEPT: Office Mat/Supp	R	10/17/18 11/15/18		159932111	Ν
3 COS1SL15P Coso 2000 Custom		8-01-25-240-240-221	B POLICE DEPT: Office Mat/Supp	R	10/17/18 11/15/18		I 60144744	Ν
4 DYM30327 File Folder Labels		8-01-25-240-240-221	B POLICE DEPT: Office Mat/Supp	R	10/17/18 11/15/18		159932111	Ν
5 FEL9178201 Memory Foam		8-01-25-240-240-221	B POLICE DEPT: Office Mat/Supp	R	10/17/18 11/15/18		I 59932111	Ν
6 VER94554 700MB 80MIN 52X CD-R		8-01-25-250-250-264	B COMM: Service Division	R	10/17/18 11/15/18		159932111	Ν
7 COSO3O254 Stamp Pad, Red		8-01-25-250-250-264	B COMM: Service Division	R	10/17/18 11/15/18		CR6045514	Ν
8 COSO32960 Refill Ink, Red	0.00 537.03	8-01-25-250-250-264	B COMM: Service Division	R	10/17/18 11/15/18		CR6045514	N
18-03197 10/23/18 OFFICE SUPPLIES								
1 OFFICE SUPPLIES	12.68	8-01-21-180-180-221	B PLAN BD: Office Mat&Supplies	R	10/23/18 11/16/18		I 60322200	Ν
2 OFFICE SUPPLIES	10.67	8-01-21-180-180-221	B PLAN BD: Office Mat&Supplies	R	10/23/18 11/16/18			Ν
3 OFFICE SUPPLIES	13.21	8-01-21-180-180-221	B PLAN BD: Office Mat&Supplies	R	10/23/18 11/16/18			Ν
4 OFFICE SUPPLIES	4.01	8-01-21-180-180-221	B PLAN BD: Office Mat&Supplies	R	10/23/18 11/16/18			Ν
5 OFFICE SUPPLIES	10. 85	8-01-21-180-180-221	B PLAN BD: Office Mat&Supplies	R	10/23/18 11/16/18			Ν
6 OFFICE SUPPLIES	0.00	8-01-21-180-180-221	B PLAN BD: Office Mat&Supplies	R	10/23/18 11/16/18			Ν
7 OFFICE SUPPLIES	12.20	8-01-21-180-180-221	B PLAN BD: Office Mat&Supplies	R	10/23/18 11/16/18			Ν
8 OFFICE SUPPLIES	0.49	8-01-21-180-180-221	B PLAN BD: Office Mat&Supplies	R	10/23/18 11/16/18			Ν
9 OFFICE SUPPLIES	<u>395.00</u> 459.11	8-01-21-180-180-221	B PLAN BD: Office Mat&Supplies	R	10/23/18 11/16/18			N
18-03258 10/30/18 supplies								
1 AVE30601 Address Label	42.40	8-01-25-240-240-221	B POLICE DEPT: Office Mat/Supp	R	10/30/18 11/21/18		I 60340268	Ν
2 ZEB22220 Retractable Pens, Blue	10 20	8-01-25-240-240-221	B POLICE DEPT: Office Mat/Supp	R	10/30/18 11/21/18			Ν

Page	No:	25
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/endor # Name PO # PO Date Description Item Description		Contract PO Type Charge Account Acct	Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	l nvoi ce	1099 Excl
•	Conti nued								
18-03258 10/30/18 supplies 3 QUA43562 Gummed Envelopes 9x12	<u>41. 90</u> 94. 50	Conti nued 8-01-25-240-240-221	B POLICE DEPT: Office Mat/Supp	R	10/30/18	11/21/18			N
18-03288 11/01/18 Office Supplies 1 Office Supplies 2 Custom Stamp	17. 74 <u>17. 7</u> 4 35. 48	• • • • • • • • • • • • • • • • • • • •	B CLERK: Office Materials & Supp B CLERK: Office Materials & Supp	R R		11/21/18 11/21/18		l 60552331	N N
18-03304 11/05/18 Register Receipt Tape 1 Impact Printing Carbonless	e 113. 09	8-01-43-490-490-265	B COURT: Printing & Binding	R	11/05/18	11/21/18		l 60528305	N
18-03360 11/09/18 Admin. Office Supplie 1 Office Supplies		8-01-20-100-100-221	B ADMIN: Office Materials & Supp	R	11/09/18	11/21/18		l 60742318	N
Vendor Total:	1, 878. 32								
SCHOPPYS WM. SCHOPPY, INC *									
18-03186 10/19/18 Engraving Charge 1 Engraving Charge	30.00	8-01-20-110-110-221	B GOV BODY: Other Material/suppl	R	10/19/18	11/16/18		10239	N
Vendor Total:	30.00								

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND:	8-01	374, 540. 49	0.00	374, 540. 49	0.00	0. 00	374, 540. 49
	C-03	385, 831. 58	0.00	385, 831. 58	0.00	0. 00	385, 831. 58
STATE & FEDERAL GRANTS APPROP:	G-02	380, 379. 12	0.00	380, 379. 12	0.00	0. 00	380, 379. 12
Total Of All F	- unds:	1, 140, 751. 19	0.00	1, 140, 751. 19	0.00	0. 00	1, 140, 751. 19