

**SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION  
Policy Board**

**Tuesday, May 26, 2020 - 10:00 A.M.**

**Virtual Teleconference**

**AGENDA**

- a. Flag Salute, Open Public Meetings Law Announcement
- b. Roll Call
  - 1. Board Member
  - 2. Attendees on Phone
  - 3. Other Attendees
- c. Approval of Minutes: [March 23, 2020](#) and [April 27, 2020](#)
- d. [Communications](#)
- e. Report of the Technical Advisory Committee – Robert Brewer, Chairman
- f. Chairman's Remarks
- g. [Report of the Executive Director](#) – Jennifer Marandino
- h. Public Comment
- i. New Business
  - 1. [Resolution 2005-11](#): Approving a Contract Modification for a No Cost Time Extension for the Multilingual Outreach Services Study
  - 2. [Resolution 2005-12](#): Approving a Contract Modification for a No Cost Time Extension to the FY 2018 Cumberland County Bicycle and Pedestrian Safety Action Plan
  - 3. [Resolution 2005-13](#): Amending the Scope of Services and Approving a Contract Modification to the Ocean Drive (CR 621) Upgrades and Bridge Improvements Local Concept Development Study
  - 4. [Resolution 2005-14](#): Authorization to Execute Lease Agreement with Pisces Properties, LLC for Office Space
  - 5. [Resolution 2005-15](#): Authorization to Execute Sublease Agreement with South Jersey Economic Development District (SJEDD)
- j. NJDOT Update
- k. Adjournment

# **SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

## **Policy Board Meeting**

Monday, March 23, 2020 - 10:00 A.M.  
Virtual Teleconference Meeting

The meeting was called to order at 10:03 a.m. by Executive Director Jennifer Marandino, followed by the flag salute. Ms. Marandino then advised that while SJTPO is not legally required to do so, the requirements of the New Jersey Open Public Meetings Act were met through Annual Notice early February 2020 to The Press of Atlantic City, The Daily Journal, The South Jersey Times, and to the Clerks of the four-member counties. Also, the Notice was posted on the designated bulletin board in Vineland City Hall. Attendance of members was then taken by roll call:

### **ATTENDANCE:**

#### **Members:**

John Risley, Atlantic County (By phone)  
Gerald Thornton, Cape May County (By phone)  
George Castellini, Cumberland County (By phone)  
Benjamin Laury, Salem County (By phone)  
Marty Small, Sr., City of Atlantic City (Not present)  
Raymond Owens, Quinton Township (Not present)  
Leonard Desiderio, Sea Isle City (By phone)  
Anthony Fanucci, City of Vineland (By phone)  
James Lewis, NJDOT (By phone)  
Louis Millan, NJ Transit (By phone)  
Stephen Mazur, SJTA (By phone)

#### **Also in attendance:**

Uzoma Ahirakwe, Atlantic City (By phone)  
Leslie Gimeno, Cape May County (By phone)  
Robert Brewer, Cumberland County (By phone)  
Brian Goodson, FHWA (By phone)  
Uzoma Anukwe, FTA (By phone)  
Rudy Rodas, Governor's Authorities Unit (By phone)  
Keith Davis, Nehmad, Perillo Davis & Goldstein (By phone)  
Rosemary Nivar, NJTPA (By phone)  
Nancy Ridgway, SJTPO CAC member and resident (By phone)  
Monica Butler, SJTPO (By phone)  
David Heller, SJTPO (By phone)  
Jennifer Marandino, SJTPO (By phone)  
Jason Simmons, SJTPO (By phone)

Executive Director Marandino stated that the meeting is being held virtually; while she sits home with her daughter doing her distance learning, Monica Butler is at the SJTPO office. All other participants are joining the meeting by teleconference, and Ms. Marandino asked that everyone kindly mute their

phones to minimize background noise unless voting or speaking. She also asked Policy Board members to announce their last name when making a motion for easier identification for the minutes. The meeting notice and teleconference number was provided to Nancy Ridgway along with Vineland City Hall for posting on their door.

Mayor Fanucci suggested that Chairman Desiderio ask that two members be designated to move the motions to avoid confusion with voting. Freeholder Director Thornton and Freeholder Castellini were designated to make motions and seconds for each item, respectively.

### **APPROVAL OF MINUTES: January 27, 2020**

Executive Director Marandino stated that after transmission of the Policy Board packet, Louis Millan from NJ TRANSIT shared edits to the minutes under NJDOT Update to help clarify some of the points he was trying to make. The revised minutes have been updated on the SJTPO website. **On Motion** by Freeholder Director Thornton and seconded by Freeholder Castellini, the minutes of January 27, 2020 were unanimously approved.

### **TECHNICAL ADVISORY COMMITTEE REPORT**

Chairman Robert Brewer reported that at the March 9, 2020 meeting, TAC recommended approval of Resolutions 2003-06 through 2003-08.

### **CHAIRMAN'S REMARKS**

Chairman Desiderio stated that during these times of COVID-19 and the fact that changes are being seen on a daily basis; meetings will be held virtually. He emphasized to everyone to take care of themselves and their families and wished safety and health.

### **COMMUNICATIONS**

Executive Director Marandino reported on a memorandum that she received last Sunday (April 12<sup>th</sup>) from the Governor's Authorities Unit related to working from home. She stated that the memo directed all departments to authorize work from home arrangements for employees starting no later than Wednesday, March 18<sup>th</sup>. SJTPO developed a Work from Home Implementation Plan, which was shared with SJTA. As of Tuesday, March 17<sup>th</sup>, staff began working remotely from home for the foreseeable future. She stated that as part of the email sent to SJTPO's General Information mailing list, the public was made aware of this and a note was added to the SJTPO website. SJTPO has implemented flexible work schedules for both Monica Butler and Nancy Hammer with at least one SJTPO employee in the office during normal weekday operations from 7:30 a.m. to 3:30 p.m.

Ms. Marandino suggested to the Chairman that each of the agencies report on how they are incorporating the social distancing/work from home arrangements.

Freeholder Castellini reported that the Cumberland County Administration Building is operating with most of their staff, and the County Board of Health is operating 24/7; filtering calls for testing and advising people to contact their doctors if they have any concerns of symptoms. Freeholder Castellini noted that the County is working on a day to day basis.

Freeholder Director Laury stated that Salem County is following the same practices as Cumberland County and are continuing to follow State guidelines. County employees with any health conditions are asked to work from home, and others will follow the social distancing of 6 ft. apart.

Freeholder Director Thornton reported that Cape May County has significantly reduced their staff; asking most to work from home. The necessary facilities are open with limited staff, such as the Health Department, Social Services, Administration Building. He commented for everyone to stay safe, and that the virus is very dangerous.

Freeholder Risley reported that Atlantic County is following the same as Cape May County, doing the best that they can during the circumstances.

Mayor Fanucci reported that the City of Vineland is currently fully staffed but closed to public access unless of an emergent need. He added that he will be attending a meeting later in the morning with core staff to discuss staggering staffing and how to reduce people in the building. The City is trying to follow the directives as best as they can and keep business in operation, as usual.

Chairman Desiderio reported that Sea Isle City has closed every building except for City Hall. He added that City Hall is closed to the public with a phone in the lobby on the first floor with a list of numbers that the public can access to reach the different departments. Drop boxes are available for public to drop off any type of payment.

## **REPORT OF THE EXECUTIVE DIRECTOR**

Executive Director Marandino explained that outside of the Director's Report submitted, she wanted to draw attention to the following items since a lot of things changed since the packet was emailed:

Informational STIP Modifications – Ms. Marandino reported that the STIP modifications for both NJDOT and NJ TRANSIT will be added to the tracker on the SJTPO website sometime after the meeting throughout the week. Additional time may be needed since staff is working remotely.

Regional Transportation Update 2050 (RTP) – Ms. Marandino reported that staff is preparing its next long-range plan, RTP 2050: Moving South Jersey Forward; which is necessary to receive federal funding. The plan was to release the draft RTP for public comment on May 6, 2020 through early June to allow for edits prior to adoption. However, given the current social distancing restrictions, all public outreach can only be conducted virtually, and staff doesn't feel as though this is the most prudent given the barriers to online involvement within disadvantage communities. Ms. Marandino stated that she will reach out to FHWA and FTA requesting an extension on the July 2020 deadline.

Uzoma Ahirakwe, City Engineer for Atlantic City, joined the phone conference at 10:15 a.m.

Ms. Marandino further stated that despite the request for extension, staff will continue working on finalizing content for the Plan, including the five critical transportation issues for South Jersey. A presentation was made to TAC members at the recent March meeting with internal discussions continuing. She noted that the information will be presented as findings and hopefully serve as a springboard for important conversations with SJTPO partners, including NJDOT and NJ TRANSIT.

COVID-19 – Ms. Marandino reported that SJTPO staff is working remotely, and employees continue working to provide essential services to the public and make progress on critical needs of the region,

however, working remotely does provide some challenges. As a result, some items and anticipated timeline for items such as SJTPO's Project Selection Criteria and Call for CMAQ Projects may be delayed or extended, as necessary. Ms. Marandino noted that she will continue to work with staff to see how they will be impacted. Ms. Marandino stated the current situations will also impact SJTPO's ability to complete some of the technical studies before the end of the state fiscal year. Staff will likely need to bring forward No Cost Time Extensions for at least the Cumberland County Bicycle/Pedestrian Safety Action Plan and Multilingual Outreach Services technical studies. Both efforts, like the RTP, have important public outreach components in disadvantaged communities in the region. Staff will work with NJDOT on acquiring the necessary extension to any associated task order agreements and will most likely be brought before the Board at their May meeting.

Ms. Marandino also stated that the Public Information Center meeting that was scheduled for the Five Points and Six Points Roundabouts in Pittsgrove Township, Salem County was postponed. SJTPO staff is working with the consultant to determine if virtual public involvement is feasible to allow the next phase of the projects to be authorized with federal HSIP funds in the current federal fiscal year.

Atlantic County TIP Amendments (not originally included in Executive Director's Report – Ms. Marandino reported that staff has been working with Atlantic County to reprogram their unexpended Transportation Trust Fund (TTF) balances and to add two new projects to the TIP. The two projects consist of Third Street (in Hammonton) and English Creek Avenue (in Egg Harbor Township). She stated that Third Street project was programmed for federal funding last year, however, the project was not authorized due to lack of funding. Therefore, the County is electing to use TTF balances. She noted that in order to meet the construction season this year for Third Avenue, the timing of the action by the Policy Board is critical. As such, Ms. Marandino requested that a Special Policy Board meeting be held on April 27<sup>th</sup> in addition to the regularly scheduled meeting on May 26<sup>th</sup>. The meeting would be advertised in the local newspapers, and that it would be held virtually through teleconference.

Ms. Marandino asked if any Policy Board member had an objection to the April 27<sup>th</sup> meeting, and with none, the meeting will be scheduled with a follow-up email to be sent by Monica Butler.

Ms. Marandino noted that the meeting minutes for March will be approved at the May meeting, with the only action being the Atlantic County Transportation Improvement Program (TIP) Amendments.

### **PUBLIC COMMENT**

There were no comments made. On question by Ms. Marandino, Monica Butler replied that no on-line public comments were received.

### **SELECTION OF PERSONNEL COMMITTEE FOR ASSISTANT PLANNER/ENGINEER CANDIDATES**

Executive Director Marandino reported that the Assistant Engineer position is vacant with the recent resignation of Stephanie Wakeley, who joined the City of Vineland. SJTPO is currently seeking applicants for an Assistant Planner/Engineer, which would report directly to the Program Manager – Capital Programming & Project Development, Jason Simmons. The position is oriented towards a technically skilled individual with minimum qualifications including a bachelors' degree in planning, engineering, or another relevant alternative. SJTPO posted an ad for the position on February 27<sup>th</sup> tentatively through to April 9, 2020. She stated that four applications have been received to date, and Jason will join her in interviewing potential candidates during the week of April 20<sup>th</sup> through May 1<sup>st</sup>.

Ms. Marandino stated that the timeline anticipates finalizing a top candidate on May 8<sup>th</sup> with the need to conduct a virtual meeting with the Personnel Committee the week of May 11<sup>th</sup>. She further stated that the timeframe will allow SJTA to consider the hire at their May 20<sup>th</sup> Board of Commissioners meeting and full concurrence at the Policy Board on May 26<sup>th</sup>; with a tentative start date of June 15<sup>th</sup>. This assumes that COVID-19 does not impact the scheduling of background checks, drug testing, or physicals. Ms. Marandino then asked the Policy Board members for volunteers to serve on the Personnel Selection Committee. Chairman Desiderio volunteered to serve on the Committee as well as Steve Mazur and Mayor Fanucci. It was agreed that three members would suffice.

## **NEW BUSINESS**

### **1. Resolution 2003-06: Adopting the FY 2021 Unified Planning Work Program (UPWP)**

**On Motion** by Freeholder Director Thornton and seconded by Freeholder Castellini, Resolution 2003-06 was opened for discussion. Executive Director Marandino explained that the UPWP is one of the major planning documents serving as the budget for SJTPO. The FY 2021 describes all transportation and planning related activities to be conducted by central staff, subregions, and member agencies during the state fiscal year of July 1, 2020 through to June 30, 2021. She noted that the first paragraph of the Background of the Item Sheet incorrectly references the FY 2020 UPWP, and it will be corrected and published on the website.

Ms. Marandino stated that Federal planning regulations require that MPO's annually approve UPWPs that guide the transportation planning process in their regions. The tasks and activities within the UPWP are intended to advance the priorities of the region. The UPWP has been developed with direct input from NJDOT and NJ TRANSIT and addressing comments from both FHWA and FTA.

Ms. Marandino stated that the FY 2021 UPWP consists of \$1,927,156 in USDOT resources programmed. An additional \$58,676 of FY 2020 NJDOT Continuing Task Orders supplements the technical program for this year for a grand total of \$1,985,832. This amount does not include additional non-USDOT funding SJTPO receives from the New Jersey Division of Highway Traffic Safety grant. She also added that supporting financial tables are included at the end of the text of the UPWP.

Ms. Marandino stated that the FY 2021 UPWP is comprised of seven sections of text, nine tables, Appendices A through J, which includes comment letters received by NJDOT, FHWA, and FTA along with SJTPO's point-by-point response to the comments. Also included are NJDOT and DRBA planning activities as appendices, along with a copy of SJTPO's current Safety Education and Outreach Grant, and SJTA's Policies on Travel and Recording of Fixed Assets. She stated that the Item Sheet along with the Resolution provides details on each of the seven sections and lists the nine full-time and three part-time employees which make up the central staff of the organization.

Ms. Marandino stated that the budget assumes a 2% merit pool with increases considered annually at the end of the fiscal year. Also, when comparing the funding in FY 2021 to FY 2020, SJTPO is looking for a slight increase for the Central Staff Work Program (including salaries/labor and operating/direct expenses); \$1.378M as compared to \$1.307M. The Technical Program budget is significantly less in FY 2021 with only one technical study (SJTPO Regional Freight Data Collection/Plan Development) and no HSIP or CMAQ funded studies.

Ms. Marandio stated that budgets for all tasks in the FY 2021 UPWP were estimated based upon a comparison of FY 2019 budgets to actual expenditures. These values were compared to the expenditures for the first 6-months of FY 2020 to estimate budgets for FY 2021. Budget estimates for FY 2021 tasks are consistent with FY 2019 expenditures with variations based upon anticipated work activities and products in FY 2021. This led to some significant differences between FY 2020 and 2021, however, it is felt that these budgets are more realistic estimates for expenditures associated with the tasks. Ms. Marandino also noted that the operating budget includes approximately \$52,296 for the purchase of traffic cameras and bicycle-pedestrian counters with office equipment. The intention is that the equipment will be purchased by SJTPO and will be utilized by the MPO and their subregional partners to collect on-demand volume data. The purchase of the equipment by SJTPO is expected to be much less expensive and faster than the current RFP-driven process for consultant services, as well as, offers greater flexibility for subregions than hiring a consultant to do traffic counts. She stated that all SJTA policies and procedures on the recording and tracking of the equipment shall be followed. With no further comment, Resolution 2003-06 was unanimously approved.

## **2. Resolution 2003-07: Approving SJTPO's Pre-Award Risk Assessment Form**

**On Motion** by Freeholder Director Thornton and seconded by Freeholder Castellini, Resolution 2003-07 was opened for discussion. David Heller explained that NJDOT conducts an annual risk assessment of SJTPO in advance of executing the Task Order authorizing the use of federal funds for SJTPO's UPWP. In the FY 2020 Risk Prequalification Assessment, NJDOT noted that SJTPO must develop a way to perform a risk assessment of its subrecipients. Mr. Heller stated that SJTPO developed a "Pre-Award Risk Assessment Form" to be completed by all subrecipients of federal grant funds from SJTPO. SJTPO drafted this form based upon examples provided by our neighboring MPOs of DVRPC and NJTPA. A copy of the form was provided in the meeting packet.

Mr. Heller stated that the purpose of the form is to collect information about the subrecipient's capability to manage federal grant funds prior to the issuance of a grant award. Subregional partners, and other entities as appropriate, will be required to complete the form and provide the requested financial documentation, (e.g., audit findings applicable to the receipt of federal funds, etc.). A request to complete the form will be sent to each County in advance of execution of their FY 2021 Subregional Work Program contracts, to be accompanied by a cover letter providing details related to the County program. With no further comment, Resolution 2003-07 was unanimously approved.

## **3. Resolution 2003-08: Approving a Series of Actions to the FY 2020-2023 Statewide Transportation Improvement Program (STIP) for Atlantic City**

**On Motion** by Freeholder Director Thornton and seconded by Freeholder Castellini, Resolution 2003-08 was opened for discussion. Jason Simmons explained that SJTPO is seeking approval for two modifications and two amendments. Atlantic City is requesting to utilize unprogrammed Transportation Trust Funds (TTF) to design the entire Atlantic Avenue Corridor rather than funding design in multiple sections using federal funds. The first amendment deletes the Atlantic Avenue, Albany to Morris Avenue project, and the second amendment deletes the Atlantic Avenue, Rhode Island to Main Avenue project from e-STIP with both design projects to continue with TTF funds.

Mr. Simmons explained that the two modifications are to existing construction projects. The first modification consists of the additional \$0.100 million from the deleted design phase will be added to the Atlantic Avenue, Tennessee to Main Avenue project. The second modification includes increasing

funding to the Chelsea Section, Albany Avenue by \$0.100 million utilizing funds from the deleted design phase.

Essentially, Atlantic City is requesting to utilize the unprogrammed TTF money to design their corridor project and reprogram the federal funding for design projects to existing construction projects in FY 2020 and 2021. With no further comment, Resolution 2003-08 was unanimously approved.

#### **4. Resolution 2003-09: Recognizing the Services of Eric Powers**

**On Motion** by Freeholder Director Thornton and seconded by Freeholder Castellini, Resolution 2003-09 was opened for discussion. Executive Director Marandino stated that once the Resolution is signed, it will be forward to Eric Powers. She mentioned that Mr. Powers remains with NJDOT, however, there have been internal changes, which affect the NJDOT representative on the SJTPO Policy Board. James Lewis is the new SJTPO Policy Board member for NJDOT. With no further comment, Resolution 2003-09 was unanimously approved.

#### **NJDOT UPDATE – James Lewis**

James Lewis stated that there were no updates at this time for NJDOT.

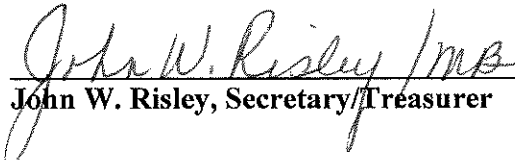
Louis Millan updated the Policy Board by stating that during these unusual times, NJ TRANSIT's ridership is down 80%, however, the Atlantic City Line is still operating on their normal schedule. He recommended that anyone interested in traveling should check the website out for scheduling and the latest information.

Chairman Desiderio again wished everyone good health and to remain safe.

#### **ADJOURNMENT**

**On Motion** by Freeholder Director Thornton and seconded by Freeholder Castellini, the meeting was adjourned at 10:37 a.m.

**Approved Minutes Certified Correct:**

  
**John W. Risley, Secretary/Treasurer**

# **SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

## **Special Virtual Policy Board Meeting**

Monday, April 27, 2020 - 10:00 A.M.

The meeting was called to order at 10:05 a.m. by Executive Director Jennifer Marandino, followed by the flag salute. Ms. Marandino then advised that while SJTPO is not legally required to do so, the requirements of the New Jersey Open Public Meetings Act were met through 48-Hour Notice transmitted on April 15, 2020 to The Press of Atlantic City, The Daily Journal, The South Jersey Times, and to the Clerks of the four-member counties. Also, the Notice was posted on the designated bulletin board in Vineland City Hall. Attendance of members was then taken by roll call:

### **ATTENDANCE:**

#### **Members:**

John Risley, Atlantic County (By phone)  
Gerald Thornton, Cape May County (Not Present)  
George Castellini, Cumberland County (By phone)  
Benjamin Laury, Salem County (By phone)  
Marty Small, Sr., City of Atlantic City (Not present)  
Raymond Owens, Quinton Township (Not present)  
Leonard Desiderio, Sea Isle City (Not present)  
Anthony Fanucci, City of Vineland (By phone)  
James Lewis, NJDOT (By phone)  
Louis Millan, NJ Transit (By phone)  
Stephen Mazur, SJTA (By phone)

#### **Also in attendance:**

John Peterson (By phone)  
Leslie Gimeno, Cape May County (By phone)  
Kathleen Hicks, City of Vineland (By phone)  
Robert Brewer, Cumberland County (By phone)  
Uzoma Anukwe, FTA (By phone)  
Rudy Rodas, Governor's Authorities Unit (By phone)  
Keith Davis, Nehmad, Perillo Davis & Goldstein (By phone)  
Nancy Ridgway, SJTPO CAC member and resident (By phone)  
Monica Butler, SJTPO (By phone)  
Jennifer Marandino, SJTPO (By phone)  
Jason Simmons, SJTPO (By phone)

### **APPROVAL OF MINUTES: March 23, 2020**

Deferred to May 26, 2020

### **COMMUNICATIONS**

Executive Director Marandino reported that SJTPO received their annual Risk Assessment from NJDOT that is associated with the Unified Planning Work Program. This Assessment is required prior to receiving federal funding. She stated that she will be working with Monica Butler to complete the Risk Assessment for the May 1<sup>st</sup> deadline.

## **TECHNICAL ADVISORY COMMITTEE REPORT**

Chairman Robert Brewer reported that at the April 13, 2020 meeting, TAC recommended approval of Resolutions 2004-10.

## **CHAIRMAN'S REMARKS**

Vice Chairman Laury stated that during these times of COVID-19, changes are being seen daily. He further commented that meetings are being held virtually and hopes to see everyone soon. He wished everyone good health and to stay safe.

## **REPORT OF THE EXECUTIVE DIRECTOR**

Executive Director Marandino explained that outside of the Director's Report submitted, she wanted to draw attention to the following items:

COVID-19 Update – Ms. Marandino reported that SJTPO staff continue to work remotely from home while continuing to provide essential services to the public and make progress on the critical needs of the region. SJTPO has been providing a weekly report to the Governor's Authorities Unit related to operations, financial concerns, employee issues, etc.

Ms. Marandino reported that SJTPO purchased a single license for GoToMeeting, which is an online web conferencing tool which will assist in SJTPO's ability to conduct virtual public outreach moving forward. She noted that she plans to use the tool for the upcoming May TAC meeting. Ms. Marandino added that SJTPO is investigating an update to our phone system, which would allow for voice over internet services. She future reported that in anticipated of when the stay-at-home order is lifted, SJTPO purchased hand sanitizer stations and will be purchasing multi-layer masks for employees.

RTP 2050 UDPATE – Ms. Marandino reported that staff anticipates releasing the draft RTP document for public comment no later than May 20, 2020; which is slightly delayed due to the work at home procedures. A formal request regarding an extension on the approval of the document has been submitted to FHWA-NJ; which is pending. She indicated that in the Executive Director's report she outlined a rough timeline for virtual and in-person public outreach,.

SJTPO CMAQ CALL FOR PROJECTS – Ms. Marandino reported that applications are currently being accepted for the Congestion Mitigation and Air Quality Improvement (CMAQ) Program, and any interested applicants should reach out to Jason Simmons.

Central Staff Vacancy – Assistant Planner/Engineer – Ms. Marandino stated that at the March Policy Board Meeting a Personnel Subcommittee was designated to review candidates for the vacant position of Assistant Planner/Engineer. Due to the current COVID-19 situation, the application period has been extended to May 27, 2020 due to impacts of background checks, interviews, etc. She stated that with the new timeline, SJTPO is looking to bring a recommendation to the SJTA Board of Commissioners meeting on July 15<sup>th</sup>, followed by Policy Board concurrence at their July 27<sup>th</sup> meeting, assuming no further impacts.

Technical Studies – Ms. Marandino reported that at the March Policy Board meeting she mentioned that a No Cost Time Extension would need to be requested for the Cumberland County Bicycle/Pedestrian Safety Action Plan and the Multilingual Outreach Services. Staff reached out to NJDOT on both Task Order Extensions and will have Contract Modifications for both projects at the May Policy Board

meeting. Ms. Marandino stated that a webinar is scheduled for April 28<sup>th</sup> at 10:00 a.m. for the Horizontal Curve Technical Study; which is being led by DVRPC.

### **PUBLIC COMMENT**

There were no comments made. On question by Ms. Marandino, Monica Butler replied that no on-line public comments were received.

### **NEW BUSINESS**

#### **1. Resolution 2004-10: Approving an Amendment to the FY 2020-2023 Transportation Improvement Program to Add Two New Construction Projects for Atlantic County**

Executive Director Marandino indicated that the Resolution was incorrectly noted as “Statewide Transportation Improvement Program” and has been corrected to reflect “Transportation Improvement Program”; which was pointed out by James Lewis. She further indicated that staff is amending SJTPO’s TIP and not the Statewide TIP.

**On Motion** by Freeholder Risley and seconded by Freeholder Castellini, Resolution 2004-10 was opened for discussion. Jason Simmons explained that during the federal Fiscal Year 2014-2017, the three MPO’s in New Jersey swapped a portion of their federal dollars for state dollars, through the Transportation Trust Fund (TTF). Atlantic County was one of four subregional partners that elected to swap funds.

Atlantic County is requesting to utilize their unspent TTF balance in the amount of \$1,449,998.31 for two new projects. The Third Street in Hammonton project was previously scheduled in FY 2019 and never made it to authorization. The second project is English Creek Avenue in Egg Harbor Township. With no further comment, Resolution 2004-10 was unanimously approved by roll call vote.

### **NJDOT UPDATE – James Lewis**

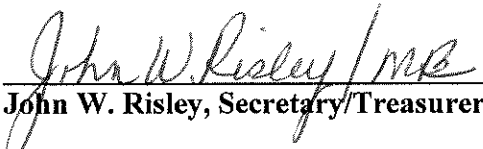
James Lewis reported that the Department is open and operating, and he reminded everyone of the importance to continue working on authorization requests for local projects and get them in as soon as possible.

Executive Director Marandino reminded Policy Board members of the next scheduled meeting on Tuesday, May 26<sup>th</sup>, due to Memorial Day.

### **ADJOURNMENT**

**On Motion** by Freeholder Castellini and seconded by Mayor Fanucci, the meeting was adjourned at 10:16 a.m.

**Approved Minutes Certified Correct:**

  
\_\_\_\_\_  
John W. Risley, Secretary/Treasurer



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

Federal Highway Administration  
New Jersey Division  
840 Bear Tavern Road, Suite 202  
West Trenton, NJ 08628-1019  
(609) 637-4200  
(609) 538 4913 (Fax)

In Reply Refer To:  
HDA-NJ

05/01/20

Mr. Andrew R. Swords, Director  
Division of Statewide Planning  
New Jersey Department of Transportation  
P.O. Box 600  
Trenton, NJ 08625-0600

Subject: Request for Programmatic Approval of three (3) FY 2021 Work Programs

Dear Mr. Swords:

The Federal Highway Administration (FHWA) has received your correspondences in March 2020 requesting approvals of three adopted FY 2021 Unified Planning Work Programs (UPWP) for the following Metropolitan Planning Organizations (MPO): Delaware Valley Regional Planning Commission, North Jersey Transportation Planning Authority and the South Jersey Transportation Planning Organization

We have reviewed the three MPO work programs and find that they meet the requirements of 23 C.F.R. § 420.111 and 23 C.F.R. § 450.308. As a reminder, FHWA and FTA planning funds, as defined in 23 C.F.R. § 420.103, shall be administered per the provisions of 49 C.F.R. 18 and 23 C.F.R. 420, and the work program activities must be eligible under 23 U.S.C. 134 and 135 in addition to the provisions of 23 C.F.R. § 420 and 23 C.F.R. § 450.

We look forward to working with you and the MPOs in the coming year. If you have any questions, please contact Brian Goodson of FHWA at 609-637-4208.

Robert Clark  
Division Administrator  
Federal Highway Administration  
New Jersey Division

ec: Monica Etz (NJDOT), James Lewis (NJDOT), Barry Seymour (DVRPC), Mary Ameen (NJTPA), Jennifer Marandino, (SJTPO), Uzoma Anukwe (FTA), Donald Burns (FTA), Brian Goodson (FHWA), Sutapa Bandyopadhyay (FHWA), Jennifer Crobak (FHWA PA)



U.S. Department  
Of Transportation  
**Federal Transit  
Administration**

Region II  
New York  
New Jersey

One Bowling Green  
Room 429  
New York, NY 10004-1415  
212-668-2170  
212-668-2136 (Fax)

In Reply Refer To:  
FTA Region II

May 5, 2020

Mr. Andrew R. Swords  
Director  
Division of Statewide Planning  
New Jersey Department of Transportation  
P.O. Box 600  
Trenton, NJ 08625-0600

Subject: Request for Programmatic Approval of three (3) FY 2021 Work Programs

Dear Mr. Swords:

The Federal Transit Administration (FTA) has received your correspondences in March 2020 requesting approvals of three adopted FY 2021 Unified Planning Work Programs (UPWP) for the following Metropolitan Planning Organizations (MPO): Delaware Valley Regional Planning Commission, North Jersey Transportation Planning Authority and the South Jersey Transportation Planning Organization.

We find that these three MPO work programs substantially meet the requirements of 23 C.F.R. § 420.111 and 23 C.F.R. § 450.314. As a reminder, FTA planning funds, as defined in 23 C.F.R. § 420.103, shall be administered in accordance with the provisions of 2 C.F.R. 200 and 1201 and 23 C.F.R. 420, and the work program activities must be eligible under 23 U.S.C. 134 and 135 in addition to the provisions of 23 C.F.R. 420 and 23 C.F.R. 450. If you have any questions, please contact Raymond Tomczak of FTA at 212-668-2507.

Regards,

*Donald Burns*

Donald Burns, AICP  
Director of Planning and Program Development

cc: Vanessa Doan (DVRPC), Barry Seymour (DVRPC), Monica Etz (NJDOT), James Lewis (NJDOT), Mary Ameen (NJTPA), Jennifer Marandino, (SJTPO), Robert Clark (FHWA)



# South Jersey Transportation Planning Organization

*Serving Atlantic, Cape May, Cumberland,  
and Salem Counties since 1993.*

Leonard Desiderio, *Chairman*

Benjamin H. Laury, *Vice Chairman*

782 South Brewster Road, Unit B6,  
Vineland, New Jersey 08361

[www.sjtpo.org](http://www.sjtpo.org)  
(856) 794-1941  
(856) 794-2549 (fax)

Jennifer Marandino, P.E.  
*Executive Director*

John W. Risley, *Secretary/Treasurer*

## **EXECUTIVE DIRECTOR'S REPORT – May 26, 2020**

### **COVID-19 UPDATE**

SJTPO staff continues to work remotely from home, continuing to provide essential services to the public and make progress on critical needs of the region. With the recent extension of the state of emergency, we would expect to continue working from home through mid-June. In anticipation of when the “stay-at-home” guidelines are lifted, SJTPO has placed an order for double-layer contoured fabric face masks and hand sanitizer stations.

SJTPO has been providing weekly Situation Reports to the Governor’s Authorities Unit related to operations, financial concerns, employee issues, and meeting schedules. SJTPO is investigating a new Voice over Internet Protocol (VoIP) system.

### **RTP 2050 UPDATE**

Approval of SJTPO’s Regional Transportation Plan was to be considered at the July 27<sup>th</sup> Policy Board meeting. Given the COVID-19 “stay-at-home” orders, public outreach efforts associated with SJTPO’s RTP 2050 have been impacted. SJTPO has made a formal request to FHWA-NJ regarding an extension on the approval of the document, expressing the concern for equitable outreach. The American Community Survey (ACS) 5-Year Data from 2018 data for Percent of Total Households with Internet Subscription shows that a good portion of the SJTPO region has households with less than the national average access to internet subscription of 85.3%.

Staff is currently working on edits to the document and intends to have the draft available for public comment in late May. Virtual Public Outreach meetings are anticipated in June/July with In-Person Public Outreach to be conducted to supplement. Staff will be utilizing the ACS data to guide the selection of meeting locations, with area of extremely limited access to internet to be targeted for In-Person Public Outreach meetings, when permissible.

### **SJTPO CMAQ CALL FOR PROJECTS** *Applications are currently being accepted, through July 22<sup>nd</sup>*

The Congestion Mitigation and Air Quality Improvement (CMAQ) Program is a federal program that funds projects and programs that improve air quality and reduce traffic congestion. The CMAQ website, [www.sjtpo.org/cmaq](http://www.sjtpo.org/cmaq), has been updated with the current material and the Notice of Available for FY 2022, 2023, and 2024. Voluntary one-on-one (virtual) can be scheduled through July 10<sup>th</sup>, with interested applicants contacting Jason Simmons at [jsimmons@sjtpo.org](mailto:jsimmons@sjtpo.org).

### **GENERAL AND SPECIAL LEGAL COUNSEL**

On behalf of SJTPO, SJTA released an RFP on Monday, February 10, 2020, soliciting proposals from qualified firms to provide General and Special Legal Counsel for SJTPO. A total of three (3) proposals were received on Tuesday, February 25<sup>th</sup>. A Consultant Selection Committee reviewed the proposals. At the direction of the Governor’s Authorities Unit, no further action is being taken at this time. During this time of flux, Nehmad, Perillo Davis & Goldstein remains as SJTPO’s General Counsel with no disruption of services.

## **CENTRAL STAFF VACANCY – ASSISTANT PLANNER/ENGINEER**

SJTPO opened the application period for the Assistant Planner/Engineer position on February 27<sup>th</sup>, which was scheduled to be open through April 9, 2020. At the direction of the Governor's Authorities Unit, the application period has been extended to late May. The revised timeline anticipates interviews with top candidates mid-to late-June, leading to a tentative start date the week of August 17<sup>th</sup>.

The top candidate will be finalized by July 2<sup>nd</sup> with the need to conduct a meeting/call with the Personnel Committee the week of July 6<sup>th</sup>. This assumes that COVID-19 does not further impact the scheduling of background checks, drug testing or physicals.

## **INFORMATIONAL TIP MODIFICATIONS**

At the request of NJDOT, SJTPO approved three Administrative Actions projects in both the DVRPC and SJTPO regions. Before and After pages for all three projects are attached, providing more details:

- a. **Route 40, Elmer Lake to Elmwood Avenue (DBNUM 12413)** In DVRPC, NHPP funding for CON will increase by \$0.032M from \$3.508M in FY 20 to \$3.540M in FY 21. In SJTPO, NHPP funding for CON will increase by \$0.028M from \$ 4.862M in FY 20 to \$4.890M in FY 21.
- b. **Route 30, Atco Avenue to Route 206 (DBNUM 11416)** In DVRPC, NHPP funding for CON will increase by \$3.674M from \$7.896M in FY 20 to \$11.570M in FY 21. In SJTPO, NHPP funding for CON will increase by \$0.795M from \$1.705 in FY 20 to \$2.5M in FY 21.
- c. **Route 130, Plant Street to High Hill Road (CR 662) (DBNUM 11414)** The CON authorization for this project came in at \$21.405M which is over the programmed amount. In DVRPC, NHPP funding for CON will be increased by \$1.969M and CON programmed in the SJTPO region will be increased by \$6.321M. The project is expected to be authorized this year in FY 2020.

## **SJTPO LOCAL LEAD PROJECT STATUS CHARTS**

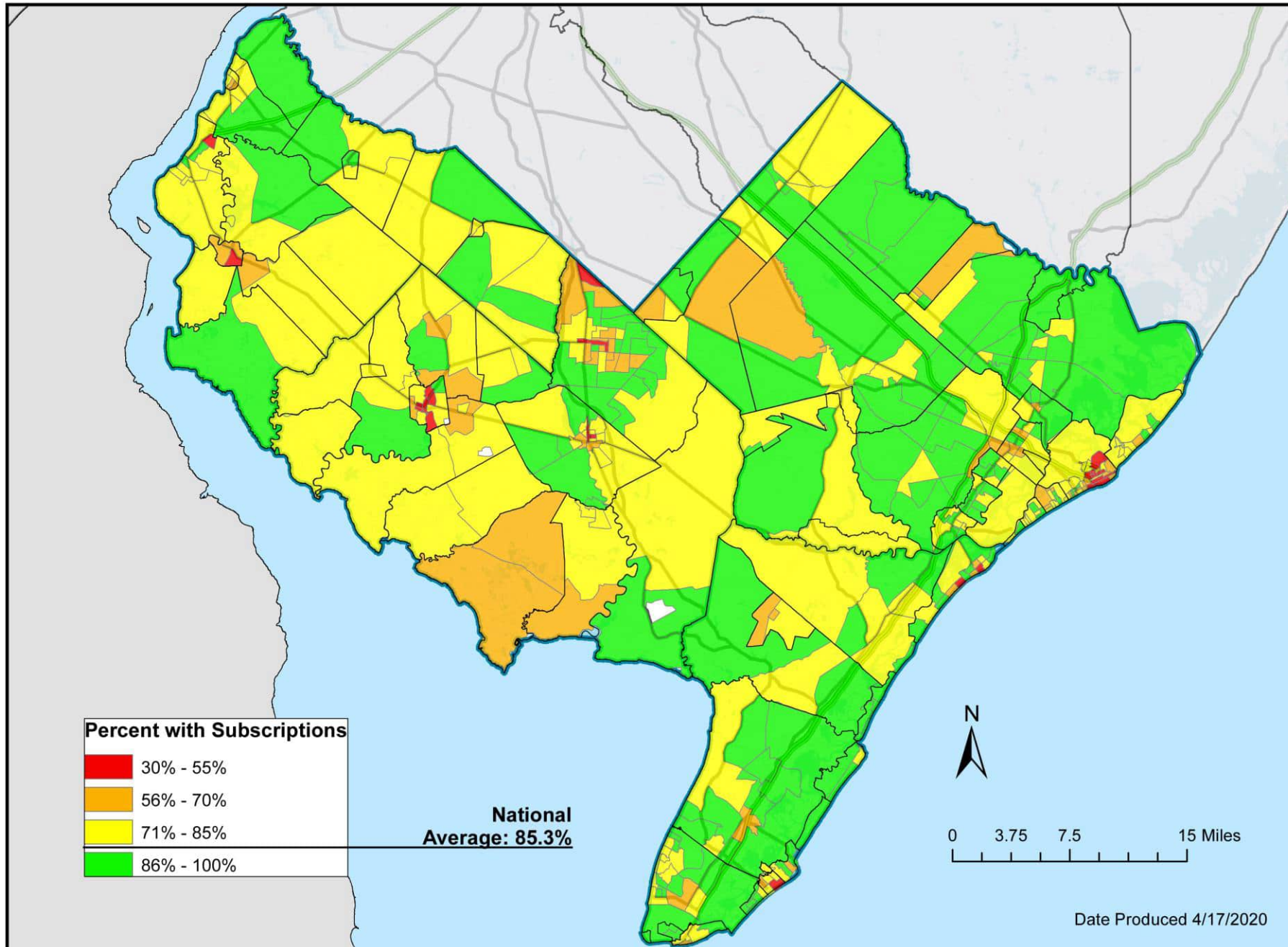
The FY 2020 Local Lead Project Status Chart is attached along two additional project status charts are attached, which displays the HSIP and CMAQ projects programmed in FY 2020 and future years; all updated 5/1/2020.

## **TECHNICAL STUDIES UPDATE**

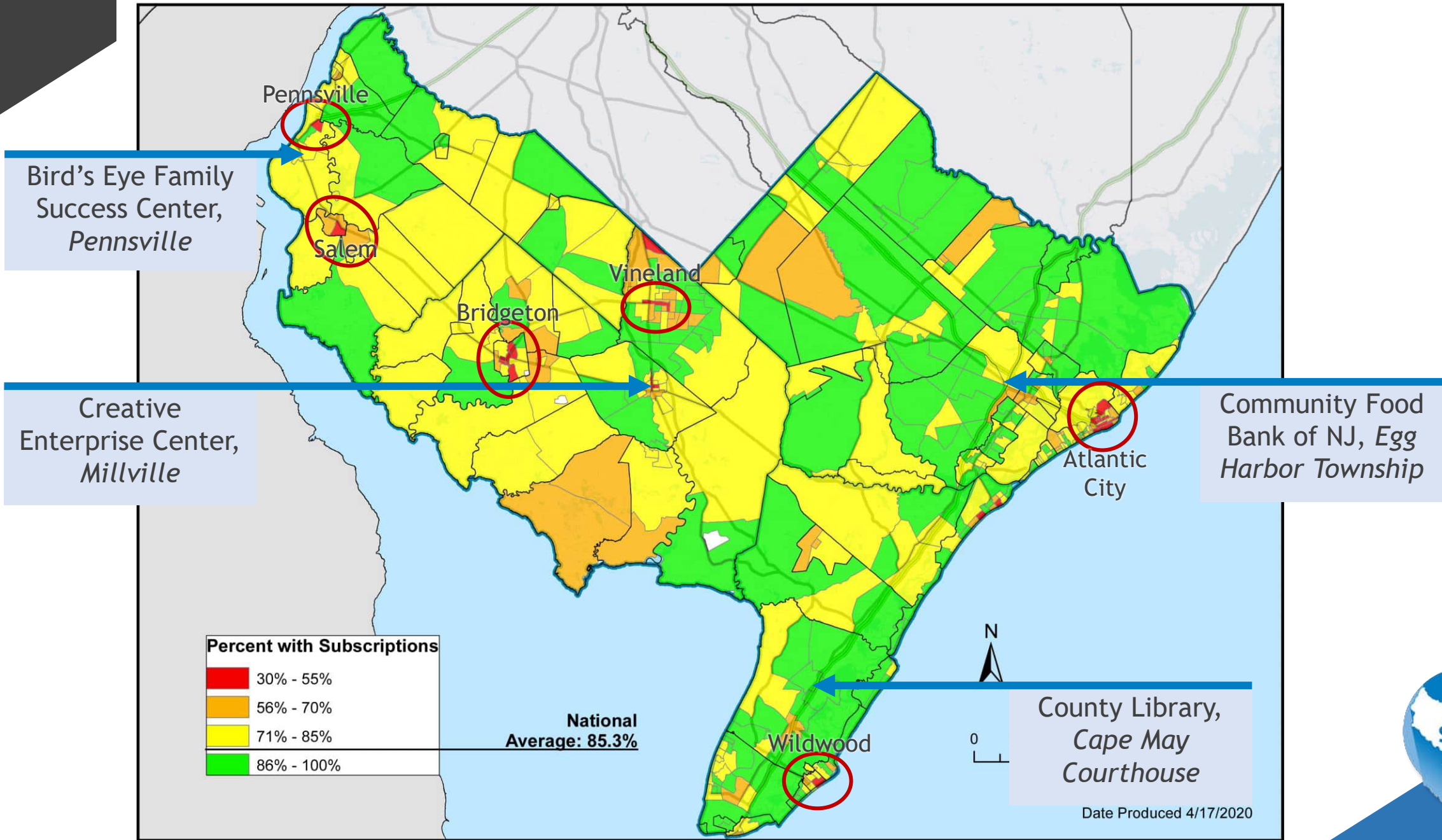
SJTPO currently has five (5) ongoing technical studies. The NJ Regional Curve Inventory & Safety Assessment technical study was recently completed on April 30, 2020. The attached memo (5/14/2020) provides information regarding the status all technical studies.

# Percent of Total Households with Access to Internet Subscription

SJTPO Region I ACS 5-Year Data (2018)



# Originally-Planned RTP Public Meetings | Opportunity for Improvement





# State of New Jersey

DEPARTMENT OF TRANSPORTATION  
1035 Parkway Avenue  
PO Box 600  
Trenton, New Jersey 08625-0600

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MPO: **DVRPC**

PROJECT: **Route 40, Elmer Lake to Elmwood Avenue**

DBNUM: 12413

TRACK #: D-12413-1-M-2020

TYPE OF PROJECT CHANGE: Project Phase Slippage, Project Cost increase

ACTION TAKEN: In DVRPC: Delays and increases NHPP funding for CON from \$3.508M in FY 20 by \$.032M to \$3.540M in FY 21.  
In SJTPO: Delays and increases NHPP funding for CON from \$4.862M in FY 20 by \$.028M to \$4.890M in FY 21.

REASON FOR CHANGE:

Updated CON costs and schedule received from the PM at January's mini pool sheet meeting.

MPO ACTION REQUIRED: Administrative action

FISCAL CONSTRAINT:

Comments: See DVRPC FY 20-29 FC Chart 2  
See SJTPO FY 20-29 FC Chart 5

CONFORMITY:

PUBLIC INVOLVEMENT:







# State of New Jersey

DEPARTMENT OF TRANSPORTATION  
1035 Parkway Avenue  
PO Box 600  
Trenton, New Jersey 08625-0600

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MPO: **DVRPC**

PROJECT: **Route 30, Atco Avenue to Route 206**

DBNUM: 11416

TRACK #: D-11416-1-M-2020

TYPE OF PROJECT CHANGE: Project Phase Slippage, Project Cost increase

ACTION TAKEN: In DVRPC: Delays and increases NHPP funding for CON from \$7.896M in FY 20 by \$3.674M to \$11.570M in FY 21.

In SJTPO: Delays and increases NHPP funding for CON from \$1.705 in FY 20 by \$.795M to \$2.5M in FY 21.

REASON FOR CHANGE:

Updated CON costs and schedule received from the PM at January's mini pool sheet meeting.

MPO ACTION REQUIRED: Administrative action

FISCAL CONSTRAINT:

Comments: See DVRPC FY 20-29 FC Chart 2

See SJTPO FY 20-29 FC Chart 5

CONFORMITY:

PUBLIC INVOLVEMENT:







# State of New Jersey

DEPARTMENT OF TRANSPORTATION  
1035 Parkway Avenue  
PO Box 600  
Trenton, New Jersey 08625-0600

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MPO: **SJTPO**

PROJECT: **Route 130, Plant Street to High Hill Road (CR 662)**

DBNUM: 11414

TRACK #: S-11414-2-M-2020

TYPE OF PROJECT CHANGE: Project Cost increase

ACTION TAKEN: In SJTPO: Increases NHPP funding for CON in FFY 20 from \$10M by \$6.321M to \$16.321M

REASON FOR CHANGE:

The CON authorization for Route 130, Plant Street to High Hill Road (CR 662) came in at \$21.405M which is over the programmed amount and therefore requires a TIP MOD to increase CON so that the project can be authorized. This is a multi-MPO funded project CON programmed in the DVRPC region will be increased by \$1.969M and CON programmed in the SJTPO region will be increased by \$6.321M.

MPO ACTION REQUIRED: Administrative action

FISCAL CONSTRAINT:

Comments: See SJTPO FY 20-29 FC Chart 7

CONFORMITY:

PUBLIC INVOLVEMENT:





# SJTPO FY 2020 LOCAL LEAD PROJECT STATUS

DB Number	Funding Source	Project Name	Phase	Cost (millions)				CED/ECE		Preliminary PS&E Submitted	Final PS&E Submitted	Authorization	
				Programmed	Additional Request	Authorized	Difference	Submitted	Approved			Submitted	Approved
<b>Atlantic City</b>													
S1602	2017 TTF	<b>Atlantic Avenue, Morris Avenue to Rhode Island Avenue</b>	CON	\$1.110	FY 2017 Dollars			3/18/2016	4/26/2016				
	Policy Board Action 11/23/15 to add project to TIP; Recertification interview completed 8/4/16, City's eligibility renewed 8/18/17; design phase of project authorized 9/17/18 in amount of \$116,909.06; Resolution for DES phase on City's Council mtg 1/17/19; based on pool sheet requests, limits for construction to be changed to "California Avenue to Indiana Avenue"; agreements were submitted to LA on 1/24/19; as of 3/28/19 (LA status meeting), change in scope of work, CME no longer design consultant, City readvertised, RFP for Road Safety Assessment from Boston Ave (MP 5.73) to Maine Ave (MP 8.15) issued on 3/26/19, proposals due 4/26/19; JMT as consultant for RSA (\$180,557.69); additional TTF funds in amount of \$63,648.63 were approved by Local Aid on 6/19/19 to increase total funding to an amount of \$180,557.69 for design phase (RSA); Local Aid provided award concurrence on 6/28/2019; BEPR stated a new CED/EO215 may be needed or just an ER (depending on scope change); project will advance in FY 2021 after design is authorized, project name/limits to change as City anticipates to use TTF funds for the construction phases of Atlantic Avenue along with their STBGP funds in FY 2021 and FY 2022 for construction;												
S1915	TTF	<b>Atlantic Avenue, Albany to Maine Avenues</b>	DES	\$0.100	\$0.350		-						
	New DBNUM requested on 11/20/18 and received on 12/18/18; project will advance after completion of RSA and City revises programmed projects schedule (end of January 2020); City will utilize their TTF balances to fund the design of the entire corridor (Albany to Maine Avenues) in FY 2021, TIP Amendment approved at March 2020 Policy Board, modified programmed amount is \$0.450 million; City submitted RFP April 16;												
X107	2020 TAP-AC	<b>Caspian Pointe Pedestrian and Bicycle Connection</b>	CON	\$0.558	\$0.506		-	3/28/2018	9/4/2019	11/27/2019			
	CED submitted on 3/28/18; field visit by LA (V.Darji) on 5/8/18 for CED review; RFP released using City dollars; design (Ponzo); field visit by LA staff on 10/25/18, no CON activity for NJDEP bulkhead project; as of 1/22/19 CED still on hold until NJDEP project (seawall construction) gets underway; City received letter from LA dated 1/8/19 stating LA contacted NJDEP; as of 1/24/19 J.Rutala sent documents to NJDEP; City requested a time extension for authorization deadline; NJDEP advertised bulkhead project on 2/14/19 (expected to take 4 to 5 months); bid opening 4/25, award in June, CON in July then City's project can advance; field visit by LA staff on 6/5/19 no CON activity for bulkhead project; pre-CON meeting for NJDEP held early July, Original CED scope hasn't changed. BEPR to move forward with review; CED approved on 9/4/19; Revised cost of project \$1.1 million, Local Aid sent request for additional funding to Julie Seaman, Local Aid provided additional materials requested by JS week of 11/4, additional funding request approved by Local Aid; Local Aid received Prelim. PS&E on 11/27/19 and is <b>reviewing pkg and will provide comments back to City</b> ; ER required; Darji/Amin (3/10/20) City is advertising RFP for CE/I services. A request for federal authorization can be submitted when City has negotiated a price for CE/I;												
S1703	2020 STBGP-AC	<b>Chelsea Section, Albany Avenue</b>	CON	\$1.000	\$0.100		-	3/15/2018	5/15/2018	10/24/2019	12/19/2019	4/16/2020	4/28/2020
	Portions of roads being resurfaced: Albany Ave (MP 64.08 to MP 64.32), Captain O'Donnell Parkway, and Atlantic Ave; CED approved 5/15/18 during design phase; design consultant (CME); design authorized 9/14/18 in amount of \$133,834.00, as of 1/15/18 FHWA deobligated excess funds in amount of \$13,851.00 from amount authorized on 9/27/18 as consultant contract was awarded for amount of \$119,983.00; kick-off mtg held 3/27/19; Prelim plans submitted by consultant to Local Aid via email on 10/24; Local Aid provided comments (via email) on 11/15/19; ER required; Consultant provided final PS&E with LA's comments addressed via email on 12/19/19 (hard copies sent in mail); City to seek alternate funding source for construction inspection services; Local Aid provided comments to City (via email) on 1/16/20 regarding Local Aid's review comments on Final PS&E, <b>City (and consultant) to address comments and resubmit final plans before project is submitted for authorization</b> ; \$0.1000 million added to programmed amount (due to deletion of Atlantic Ave design phase in FY 2020); ER approved on 3/5/2020; 3/12/2020 Local Aid provided letter to Atlantic City with comments in response to letter from 1/31/2020 from CME Associates; Submitted for Authorion on April 16; 4/28 FHWA Authorized project												
<b>Atlantic County</b>													
X107	2021 TAP-AC	<b>Lighthouse District Streetscape Improvement Program (Project Sponsor: Brigantine City)</b>	CON	\$1.000			-						
	Received support of SJTPO Policy Board 5/22/17, NJDOT Notice of Award per 7/8/17 letter addressed to Mayor Philip J. Guenther; kick-off meeting held 8/17/17; City requested Design Assistance from NJDOT, GPI is design consultant; once design schedule is determined, submittal dates for CED and plans will be determined; Design Assistance meeting held on 6/5/19 with City/GPI; PE phase authorized; J.Seaman to send out agreement to City with GPI (design consultant);												
X107	2021 TAP-AC	<b>Cedar Creek/Egg Harbor Lake Pedestrian Connection (Project Sponsor: Egg Harbor City)</b>	CON	\$0.723			-						
	Received support of SJTPO Policy Board 5/22/17, NJDOT Notice of Award per 7/8/17 letter addressed to Mayor Lisa Jiampetti; City requested design assistance from Julie Seaman; LA provided comments on Design Assistance cost proposal, Design kick-off meeting held on 11/13/18, proposal received on 12/21/18; based on schedule provided by the consultant, final design is expected to be complete in 2021; PE phase authorization request sent on 5/22/19; PE phase authorized on 5/29/19;												
S1708	2020 STBGP-AC	<b>CR 563 (Tilton Road), Coolidge Avenue to Delilah Road</b>	CON	\$2.300			-	11/6/2019	1/3/2020	3/12/2020			
	County submitted CED to NJDOT Local Aid via email and hard copy sent in mail on 9/16/19; Local Aid reviewed and forwarded CED to BEPR week of 11/4; Local Aid provided additional information BEPR requested for CED review; County anticipates submitting Preliminary PS&E to Local Aid by March; CED approved on 1/3/2020; Atlantic County submitted preliminary PS&E on 3/12/2020; LAPM V. Darji (3/30/20) County submitted a prelim PS&E on 3/12/20. Requested DBE/Trainee goals from CR. Sent Prelim PS&E review response. County also need to issue RFP for CE/I and select a consultant but no documentation provided.												
X107	2023 TAP-FLEX	<b>Borough of Folsom 13th Street Pedestrian Path (Project Sponsor: Folsom Boro)</b>	CON	\$0.414			-						
	Kick-off meeting held 8/9/19; design assistance kickoff mtg with LPAs to be held by J.Seaman; Darji/Amin												
99358	2023 SRTS	<b>Sooey Elementary School Area Sidewalk and ADA Ramp Improvements (Project Sponsor: Hammonton Twp)</b>	CON	\$0.502			-						
	Kick-off meeting held; seeking design assistance, in process of selecting consultant;												
X107	2023 TAP-AC	<b>Linwood/Seaview Bike Path Extension (Project Sponsor: Linwood City)</b>	CON	\$0.127			-						
	Kick-off meeting held; design assistance may be needed;												
X065	2020 CMAQ	<b>Margate-Ventnor Bicycle Infrastructure Project</b>	CON	\$0.245	-	\$0.241	(\$0.004)	12/8/2016	1/26/2017	11/15/2019	12/6/2019	12/27/2019	1/8/2020
	SJTPO Policy Board support 7/25/16; DES (RVE) authorized 3/5/18 in amount \$34,927.00; County submitted Draft PS&E to LA, which was reviewed/comments provided. Proposals due July 12th, then selection/negotiations and approval at freeholder meeting on July 16th; FHWA end date for project is 12/31/19; County submitted Preliminary PS&E to Local Aid, where Local Aid provided comments back; ER required; Final PS&E submitted to Local Aid on 12/6/19; Local Aid submitted authorization pkg to NJDOT Trenton on 12/27/19; project authorized on 1/8/20 in the amount of \$0.241 million (final engineer's estimate \$219,695.05 and state force costs \$21,096.92); Bids received and awaiting executed contract from NJDOT DAG office, Local Aid to follow up on contract so County can proceed; Previously circulated agreements lost in transition from DAG's office to NJDOT CPC. A new AD-12 with agreements is being circulated for execution.												
99358	2023 SRTS	<b>Ventnor School Safety Improvement Program (Project Sponsor: Ventnor City)</b>	CON	\$0.207			-						
	Kick-off meeting held; Local Aid met with Ed Stinson, Local Aid needs to reach out again;												

# SJTPO FY 2020 LOCAL LEAD PROJECT STATUS

DB Number	Funding Source	Project Name	Phase	Cost (millions)				CED/ECE		Preliminary PS&E Submitted	Final PS&E Submitted	Authorization	
				Programmed	Additional Request	Authorized	Difference	Submitted	Approved			Submitted	Approved
<b>Cape May County</b>													
99358	2021 SRTS	Cape May Bikeway Network Expansion	CON	\$0.350			-						
SJTPO Policy Board support 3/23/15; Design Assistance mtg 4/6/17; design phase through Design Assistance Program; DES phase in two agreements (PE and FD); PE authorized on 3/21/18; NTP to consultant (WSP) on 10/30/18; project kickoff (refresher) mtg for design 12/7/18 w/ city, county, and consultant, PE schedule from consultant; 60% design completion; FD completion anticipated by FY 2020, CON anticipated by FY 2021; CED in works by BEPR;													
S1711	2020 STBGP-B5K200K	Pacific Avenue (CR 621), Fish Dock Road to Rambler Road	CON	\$2.148	\$0.866		-	Estimated 2/2020		Estimated 3/2020			
No CAFRA permit is required (per County); Slight reduction of project limits (Madison to Rambler), project costs will likely increase so project limits may be shortened more; Survey completed in-house; County's priority to coordinate with City utility project; CED submitted by County to Local Aid on February 11th; Preliminary PS&E to be submitted by County in March; Reduced project limits. SJTPO to modify STIP. FY 2020 Programmed amount is only \$2,148,000.00. Current prelim. engr's. cons't. cost estimate @ \$3,014,380.00. Need additional funding in the amount of \$866,380.00 for FY 2020 auth. County Engineer to send additional funding request letter to NJDOT LA Dist 4 Mgr. Then NJDOT LA Dist. 4 to send recommendation/support request letter to SJTPO. Draft CED submitted to BEPR on 2/12/20 and is under review. Preliminary PS&E submission anticipated by 5/2020;													
X107	2020 TAP-Regional	Seashore Road Missing Link (Courthouse to Cape May)	CON	\$0.314	\$0.506		-	5/30/2017; revised 8/9/2017	11/8/2017	Estimated 3/2020	Estimated 4/20/2020		
TAP-Regional, in B5K200K Urbanized Area, Initially programmed in FY 2017; request to increase programmed amount submitted to MRusso 6/9/17; Local Aid working with BEPR to address environmental issues ineligble for 100% TAP funds; issue with resurfacing; Julie S. to send revised cost and proposal from October; Urban for design; design authorized in amount of \$107,100.00 on 2/16/18; ER required; A.Huff sent request of additional funds to J.Seaman on 10/23 (follow up on 12/9), where increase is from original \$313,872.12 to \$820,034; County to submit (to Local Aid) a copy of revised schedule along with the original estimate and a narrative detailing the reasons for the increase wek of 2/24/20; design is complete; Preliminary PS&E anticipated to be submitted by County by 3/31/20; On March 5, 2020, Local Aid informed the County that the request for the additional funds was approved by the NJDOT; County anticipates submitting PS&E prior to April 10th; 4/7/20: LPA reviewed the original CED approved on 11/8/17 and compared it to the current PS&E plans, and as such LPA doesn't see any reason why an ER could not be prepared for the project. There have been no substantive changes to the plans from what was evaluated in the CED. Prelim PS&E submission by 4/30. Anticipated auth. by 6/30.													
X065	2020 CMAQ	Roosevelt Boulevard/34th Street Advanced Traffic Signal Project	DES	\$0.099			-	Estimated 8/1/2020					
	2021 CMAQ		CON	\$0.657				FY 2021 Dollars					
CED needs to be submitted by County; County now seeking FY2021 authorization, will prepare task order in June for consultant to develop CED;													
X065	2020 CMAQ	Improving Air Quality and Reducing Traffic Congestion through Biking in Ocean City	CON	\$0.222			-	6/6/2016	7/19/2016	Estimated 3/2020		Estimated 2/2020	
SJTPO Policy Board support 7/27/15; kickoff mtg 1/6/16; CED approved 7/19/16; County reviewed plans & specs submitted by Ocean City, provided comments to Ocean City Engineer on 4/29/19, awaiting changes to plans by city, once comments are addressed County will submit Prelim. PS&E to Local Aid; anticipate FY 2020 authorization; ER required; County to meet with City week of January 20th; Preliminary PS&E and ER anticipated to be submitted by County in April;													
04314	2020 HSIP	Cape May County Centerline Rumble Strip Project	CON	\$0.954			-						
County submitted to A.Huff finalized list of locations, revised cost estimate, and letters of support on 4/15/19; County provided additional materials/information needed to SJTPO on 6/6/19, A.Huff provided documents (via email on 7/26) to NJDOT TD&S for review and approval; NJDOT TD&S requested responses from SJTPO/County on 9/11, A.Huff reviewed R.Church's responses (11/15) and followed back up with Bob on 1/14 requesting revised materials, A.Huff received requested revised materials on 2/18/19, A.Huff to review and send responses back to NJDOT Safety for review/final approval (by the end of February), County can then submit CED and Preliminary PS&E after revised list of loctations is approved by NJDOT Safety; CED from Cumberland County was provided to Cape May for reference, R. Church submitted CED to NJDOT on April 21, will have to fast tract for FY 2020 authorization;													
99358	2023 SRTS	West Cape May Borough Elementary School Pedestrian Safety Improvements (Project Sponsor: West Cape May Boro)	CON	\$0.252			-						
Kick-off meeting held on 6/26/19; design assistance may be needed; J.Seaman to coordinate with Boro and staff augmentation for Boro's eligibility; Boro is in design process and consultant will prepare CED and PS&E via design assistance. As of 2/15/2020 design is 46% complete. Project will not be ready for authorization in FY2020;													
X065	2021 CMAQ	Cape May County Route 621 Improvements	CON	\$1.245			-	5/26/2017	8/24/2017	Estimated 4/2022			
DES phase authorized 9/19/17; SJTPO Policy Board support 7/25/16; kick-off meeting held; CED approved under design phase 8/24/19; under design (GPI); project not effected by road diet plan proposal; ER required; design 99% complete; County met with City on 12/11/19 to go over road diet issues, which has been resolved, but construction of roadway likely not to advance until two years (Fall 2022); County wants this project and road diet project to move concurrently, FY 2021 authorization anticipated; Follow up to the public meeting held on 12/11/19 is scheduled for 3/28/2020; County now expects road diet project to begin in spring of 2023, PS&E would be submitted April 2022;													

# SJTPO FY 2020 LOCAL LEAD PROJECT STATUS

DB Number	Funding Source	Project Name	Phase	Cost (millions)				CED/ECE		Preliminary PS&E Submitted	Final PS&E Submitted	Authorization	
				Programmed	Additional Request	Authorized	Difference	Submitted	Approved			Submitted	Approved
<b>City of Vineland</b>													
04314	2020 HSIP	Garden Road & Mill Road Traffic Signalization	ROW	\$0.247			-						
	2021 HSIP		CON	\$1.978			-	10/18/2019		8/27/2019			
TRC 1/29/15; recommended by NJDOT TD&S for HSIP funding 5/29/15; Public Information Session 7/11/17; design CED approved 8/28/15; initial ROW negotiations began June 2018; ER approved 5/9/18 for ROW; re-kickoff meeting week of April 29th with design consultant (RVE), appraisals old, City had to re-negotiate with property owners; City provided updated cost for CON (updated from \$1.282 to \$1.978) and will provide ROW after negotiations are finalized; plans are 95% complete; project to be fully funded with HSIP money (AH sent email to TRC on 9/16/19 for information only); City met with ROW consultant on 10/3 and 10/17; E&S permit submitted; City submitted CON CED to Local Aid on 9/26/19; Local Aid submitted additional information from City that was needed for CED to BEPR on 11/13/19; as of 12/12/19 (email from D.Mailet) ROW process moving along with few issues (non-responsive/non-cooperative property owners); City to request for ROW funding to Local Aid immediately after the last owner is in agreement, as of 2/13/19 (LA mtg), City is still having issues with property owners and no response from Verizon; consultant is working on addressing Prelim. PS&E comments and changing pay items to reflect one funding source, City is awaiting final resolution of utility relocation (with Verizon) issues before submitting Final PS&E; Authorization for ROW begin sent on 3/16/2020; City is negotiated ROW parcels. Appraisal reports received. Review ongoing, preparing and submitting authorization package by 4/20/20													
X065	2020 CMAQ	Landis & Mill, Landis & Orchard Traffic Signal Upgrades	CON	\$0.548			-	5/7/2018	2/25/2019	8/18/2019			
	Design with City funds (RVE) awarded of City Council 2/27/18; CED submitted to BEPR on 5/7/18; lots of coordination with Landis Avenue Phase V required; City submitted draft Concept Plan showing widening associated with traffic signals to Local Aid on 2/11/19, Local Aid forwarded to BEPR on 2/13/19, City sent revised project description to BEPR on 2/15/19; CED approved 2/25/19; project still under design; ER (for supplement of sidewalks) submitted on 4/29/19; City submitted Preliminary PS&E to Local Aid on 8/18/19, Local Aid provided comments back to City on 8/22/19; as of 2/13/20 (LA mtg) City is having issues with Verizon, City to submit Final PS&E to Local Aid after final resolution of utility relocation issues; ER needed; City to request funding be reprogramed for 2021;												
S1901	2020 STBGP-B5K200K	Landis Avenue, Phase 0, From Main Rd to Myrtle St	CON	\$1.500			-	Estimated 2/2020		Estimated 3/2020			
	Project added to FY 2018-2027 TIP with TIP amendment, SJTPO Policy Board support 11/26/18; new DBNUM received 11/19/18; City submitted design CED on 2/13/19; preliminary RFP sent to LA on 4/1/19, LA provided review comments on RFP on 4/11/19; BEPR approved CED on 4/29/19; as of 10/29/19, design funds to be funded with City dollars in FY 2020 and construction phased pushed from FY 2021 to FY 2020 with STBGP funds (programmed amount reduced from \$1.8 million to \$1.5 million for fiscal constraint in FY 2020); <b>City needs to submit CED to Local Aid</b> ; Preliminary PS&E submitted 3/14/2020;												
S1714	2020 STBGP-B5K200K	Mill Road, Landis Avenue to CR 540 (Almond road)	DES	\$0.100			-	Estimated 2/2020					
	City to submit draft RFP for design to Local Aid on/before 1/11/20; City submitted CED and draft RFP to Local Aid on 2/24/20; Draft RFP received and comment sent on 3/3/20												
<b>Cumberland County</b>													
X107	2023 TAP-L5K	Newport Streetscape Improvement Project (Project Sponsor: Downe Twp)	CON	\$0.990			-						
	Kick-off meeting held; Cumberland County most likely to take lead on project; Township selected GPI for Design Assistant. Project Kick off on 4/22/20												
X065	2021 CMAQ	Millville Broad Street Traffic Signal Upgrades (Project Sponsor: CON - City of Millville)	CON	\$0.825			-						
	DES phase authorized 3/8/17; RVE for design; as of 1/4/19 (email from B.Prohovich), City of Millville will be sponsor of CON phase of project instead of County; as of 2/19/19 (Federal Status Conference call spreadsheet), plans were sent to NJDOT Traffic Department for review/recommendation. Received comments back on 2/8/19; Additional Design funds authorized on 5/7/19 in the amount of \$19,404.70; CED and Preliminary PS&E need to be submitted, waiting on additional design plans to be completed and reviewed by NJDOT Traffic (comments should be received by end of 1/2020);												
X107	2020 TAP-B5K200K	Maurice River Bikeway Trail - Phase V (Project Sponsor: City of Millville)	CON	\$0.517			-						
	SJTPO Policy Board support 3/23/15; NJDOT worked with City on Eligibility; in-house DES; TWT selected as Design Assistance Consultant, NJDOT to serve as PM for Design; Design Assistance kick-off meeting held 7/17/17; PE phase authorized on 9/15/18; Local Aid sent agreement to City for signature, City sent signed agreement to LA; City met with TWT week of 10/7, anticipated CON auth. depends on progress of Design Assistance and delivery of plans (consultant anticipates 7 months for PE phase and 7 months for FD phase); FY 2021 CON authorization anticipated; design is ongoing, CED needs to be submitted;												
S1403	2020 STBGP-B5K200K	Cumberland County Federal Road Program; FY 2020	ERC	\$2.100			-	10/11/2019		11/1/2019			
	Five roadway locations: Dividing Creek Road, Brandriff Road, Vine Street, Fayette Street, and Pamphylia Avenue; County submitted CED and draft plans to Local Aid via email on 10/2/19, Local Aid reviewed and forwarded to BEPR on 10/11/19; plans sent to railroad (Todd Hirt) for review on 10/2/19; County submitted Preliminary Plans to Local Aid on 11/1/19, where Local Aid provided comments back to County; as of 12/9/19, BEPR is currently reviewing CED as of 4/8/20 still under review;												

# SJTPO FY 2020 LOCAL LEAD PROJECT STATUS

DB Number	Funding Source	Project Name	Phase	Cost (millions)				CED/ECE		Preliminary PS&E Submitted	Final PS&E Submitted	Authorization	
				Programmed	Additional Request	Authorized	Difference	Submitted	Approved			Submitted	Approved
<b>Salem County</b>													
S1906	2020 STBGP-FLEX	<b>Hook Road (CR 551), Phase 3</b>	CON	\$1.500			-	Estimated 2/21/2020		Estimated 5/5/2020	Estimated 6/2020	Estimated 7/2020	
	Resurfacing of Hook Road from Route 49 to East Pittsfield St (MP 0.0 to MP 2.16); Project added to current TIP with a TIP amendment, received support of SJTPO Policy Board on 11/26/18; new DBNUM requested and received on 11/19/18; DES phase of project authorized on 8/2/19 in the amount of \$0.106 million; Federal Aid agreement in process of being modified to include field survey and base mapping services by County's consultant; CED submitted to Local Aid via email on 2/18/2020, Local Aid to review and submit CED to BEPR on 2/21/2020; Preliminary Plans anticipated to be submitted prior to May 6th; Survey by consultant is delayed due to COVID19, but still anticipates 2020 authorization; 4/16 email from Salem submission of the preliminary PS&E is likely by early to mid July. Submission of final PS&E will also be delayed as a result;												
S1406	2016 TTF	<b>CR 551 (Hook Road), E. Pittsfield Street to Route 295 (Phase II)</b>	CON	\$0.469	FY 2016 Dollars			Estimated 2/2021		Estimated 4/2021			
	Construction phase of project broken into Phase 1 CON (FY 18) and Phase 2 CON (FY 20, \$0.469); Phase II is from Station 143+75 to 155+00 (MP 2.73-2.94); County added additional funding to Design phase II in FY19 using TTF and Construction Phase II switched funding from STBGP to TTF; DES phase authorized on 6/20/19 for \$100,000.00; FY 2021 authorization is anticipated due to need for permits, County anticipates CED submission February 2021 and Preliminary Plans April 2021;												
S1909	2020 STBGP-L5K	<b>South Greenwich Street/Telegraph Road (CR 540), Phase 1</b>	DES	\$0.150			-	Estimated 3/15/2020					
	2021 STBGP-L5K		CON	\$1.500	FY 2021 Dollars								
County to submit CED to Local Aid on March 15th, Local Aid will then review and submit CED to BEPR, County anticipates to submit request for design authorization (project description, preliminary construction cost estimate, design funding estimate, RFP for survey and base mapping) by May 1st;													
04314	2020 HSIP	<b>Salem County Pilot Roundabout (Five Points)</b>	FD	\$0.124			-	Estimated 2/2020					
	2021 HSIP		CON	\$1.052	FY 2021 Dollars				Estimated 9/2020	Estimated 2/2021			
Location at Porchtown Road (CR 613), Upper Neck Road (CR 690), and Lawrence Corner Road (CR 621); project received final approval by Traffic Data & Safety for project to advance on 10/1/18; project is apart of SJTPO's FY 2019 Local Safety Program Design Assistance, RFP for design issued on 9/6/18; Urban selected as design consultant; PE phase authorized on 12/12/18 for consultant costs of \$104,550.38 and state forces costs of \$63,821.56; NTP issued 3/26/19, kick-off meeting held on 5/1/19; Design progress meeting #1 held on 8/28/19; design progress meeting #2 held on 12/17/19, initial PIC to be scheduled, CED to be submitted; Virtual outreach to begin; PE phase is underway. Estimated date for submittal of CED: February 28, 2020 Estimated date for submittal of Preliminary PS&E: February 28, 2020: Estimated date for submittal of Final PS&E: October 2020: Estimated date for submittal of Authorization: December 2020													
04314	2020 HSIP	<b>Salem County Roundabout (Six Points)</b>	FD	\$0.124			-	Estimated 2/2020					
	2021 HSIP		ROW	\$0.100	FY 2021 Dollars								
	2022 HSIP		CON	\$1.100	FY 2022 Dollars				Estimated 9/2020	Estimated 2/2021			
Location at Garden Road (CR 674), Parvin Mill Road (CR 645), and Alvine Road (CR 655); Project received final approval by Traffic Data & Safety for project to advance on 5/4/18; project is apart of SJTPO's FY 2019 Local Safety Program Design Assistance, RFP for design issued on 9/6/18; Urban selected as design consultant; PE phase authorized on 12/27/18 for consultant costs of \$109,852.00 and state forces costs of \$57,350.35; NTP issued 3/26/19, kick-off meeting held on 5/1/19; Design progress meeting held on 8/28/19; design progress meeting #2 held on 12/17/19, initial PIC to be scheduled, CED was submitted in October 2019; CED approved on 1/6/2020.													
99358	2020 SRTS	<b>Sidewalk, crosswalk and signalization improvements at various locations (Project Sponsor: Woodstown Borough)</b>	CON	\$0.237			-						
	Received support of SJTPO Policy Board kick-off and eligibility meeting scheduled 7/1/2017; 12/19/17 design assistance kick-off; PE authorized 11/21/18; project currently under design (Design Assistance); kick-off meeting held early July 2019; CED submitted in January 2020;												
<b>New Jersey Department of Environmental Protection</b>													
X065	2021 CMAQ	<b>It Pay\$ to Plug in: New Jersey's Electric Vehicle Charging Grants Program</b>	CON	\$0.399	FY 2021 Dollars								
1-May	<b>Total</b>			\$31.511	\$2.329	\$0.241	(\$0.004)						

## SJTPO HSIP PROJECTS

Emphasis Area	Project Name	SPONSOR	MUNICIPALITY	COUNTY	MPO	PHASE	FUND	Amount Type	2020	2021	2022	2023	2024	2017 - 2024
Lane Departure	Cape May County Centerline Rumble Strip Project	Cape May County	Various	Cape May	SJTPO	CON	HSIP	Programmed	\$ 0.9544					\$ 0.9544
Intersections	Cape May County Pilot Roundabout 1 (West Perry)	Cape May County	West Cape May Boro	Cape May	SJTPO	ROW	HSIP	Programmed		\$ 0.2250				\$ 0.2250
Intersections						CON	HSIP	Programmed			\$ 0.6750		\$ 0.6750	
Intersections	Cape May County Pilot Roundabout 2 (Woodbine)	Cape May County	Woodbine Boro	Cape May	SJTPO	CON	HSIP	Authorized	\$ 0.1650					\$ 1.5670
Intersections	Cumberland County Pilot Roundabout (West Park Drive)	Cumberland County	Bridgeton City	Cumberland	SJTPO	ROW*	HSIP	Programmed		\$ 0.0010				\$ 0.0010
Intersections						CON	HSIP	Programmed			\$ 1.0350		\$ 1.0350	
Intersections	Cumberland County Flashers (10 Locations)	Cumberland County	Various	Cumberland	SJTPO	CON	HSIP	Authorized						\$ 1.1520
Pedestrians and Bicyclists	Cumberland County Ped & Bike Action Plan	Cumberland County	Various	Cumberland	SJTPO	Planning	HSIP	Authorized						\$ 0.3448
Lane Departure	Cumberland County Systemic High Friction Surface Treatment Program - HRRR	Cumberland County	Various	Cumberland	SJTPO	CON	HRRR Special Rule	Authorized						\$ 2.3408
Lane Departure	Cumberland County Systemic High Friction Surface Treatment Program - Non-HRRR	Cumberland County	Various	Cumberland	SJTPO	CON	HSIP	Authorized						\$ 2.9109
Intersections	Garden Road & Mill Road Traffic Signalization	City of Vineland	Vineland City	Cumberland	SJTPO	ROW	HSIP	Programmed	\$ 0.2470					\$ 0.2470
Intersections						CON	HSIP	Programmed		\$ 1.9782		\$ 1.9782		
Intersections	Salem County Roundabout (Six Points)	Salem County	Pittsgrove Twp	Salem	SJTPO	PE	HSIP	Authorized						\$ 0.1672
Intersections						FD	HSIP	Programmed	\$ 0.1242				\$ 0.1242	
Intersections						ROW	HSIP	Programmed		\$ 0.1000			\$ 0.1000	
Intersections						CON	HSIP	Programmed			\$ 1.1000		\$ 1.1000	
Intersections	Salem County Pilot Roundabout (Five Points)	Salem County	Pittsgrove Twp	Salem	SJTPO	PE	HSIP	Authorized						\$ 0.1684
Intersections						FD	HSIP	Programmed	\$ 0.1244				\$ 0.1244	
Intersections						ROW**	HSIP	Programmed		\$ 0.1000			\$ 0.1000	
Intersections						CON	HSIP	Programmed			\$ 1.0523		\$ 1.0523	
Pedestrians and Bicyclists	City of Salem Roadway Corridor and Intersection Safety Improvements	City of Salem	Salem City	Salem	SJTPO	PE	HSIP	Programmed		\$ 0.1891				\$ 0.1891
Pedestrians and Bicyclists						FD	HSIP	Programmed			\$ 0.1891		\$ 0.1891	
Pedestrians and Bicyclists						ROW	HSIP	Programmed				\$ 0.1000	\$ 0.1000	
Pedestrians and Bicyclists						CON	HSIP	Programmed					\$ 4.1595	\$ 4.1595
Lane Departure	NJ Regional Curve Inventory and Safety Assessment (SJTPO)		Various	Various	SJTPO	Planning	HSIP	Authorized						\$ 0.5000
Lane Departure						Planning	STP-STU	Authorized					\$ 0.5000	
Pedestrians and Bicyclists	FY 2021 Local Safety Design Assistance - Cumberland County Ped & Bike Action Plan*	Cumberland County	Various	Cumberland	SJTPO	PE	HSIP	Programmed		\$ 0.2500				\$ 0.2500
Pedestrians and Bicyclists						FD	HSIP	Programmed			\$ 0.2500		\$ 0.2500	
Pedestrians and Bicyclists						CON	HSIP	Programmed					\$ -	

1-May

\*7 project locations will need Design Assistance from the Ped & Bike Safety Action plan (once it is complete)

SJTPO HSIP Total Programmed \$ 1.615 \$ 2.843 \$ 3.201 \$ 1.200 \$ 4.160

SJTPO HSIP Line Item \$ 2.000 \$ 2.000 \$ 2.000 \$ 2.000 \$ 2.000

Green = within budget

Red = overbudget

SJTPO HSIP Balance \$ 0.385 \$ (0.843) \$ (1.201) \$ 0.800 \$ (2.160)

## SJTPO CMAQ PROJECTS

DBNUM	Project Name	SPONSOR	MUNICIPALITY	COUNTY	MPO	PHASE	FUND	Amount Type	Selection Year	2020	2021	2022	2023	2020-2025
X065	Margate-Ventnor Bicycle Infrastructure Project	Atlantic County	Margate and Ventnor	Atlantic	SJTPO	CON	CMAQ	Authorization	FY 2017	\$ 0.2408				\$ 0.2408
X065	Purchase of eight (8) Replacement Paratransit Passenger Buses	AC Transportation Unit	Various	Atlantic	SJTPO	CON	CMAQ	Programmed	FY 2018	\$ 0.7975				\$ 0.7975
X065	Improving Air Quality and Reducing Traffic Congestion through Biking in Ocean City	Cape May County	Ocean City	Cape May	SJTPO	CON	CMAQ	Programmed	FY 2016	\$ 0.2220				\$ 0.2220
X065	Roosevelt Blvd./34th Street Advanced Traffic Signal Project	Cape May County	Ocean City, Upper Twp	Cape May	SJTPO	DES	CMAQ	Programmed	FY 2018		\$ 0.0985			\$ 0.0985
						CON	CMAQ	Programmed	FY 2018			\$ 0.6570		\$ 0.6570
X065	Cape May County Route 621 (New Jersey Ave) Improvements	Cape May County	Various	Cape May	SJTPO	CON	CMAQ	Programmed	FY 2018			\$ 1.2450		\$ 1.2450
X065	Procurement of 7 low emission, unleaded fuel, body on chassis mini-buses	CMC Fare Free Transportation	Various	Cape May	SJTPO	CON	CMAQ	Programmed	FY 2018	\$ 0.5000				\$ 0.5000
X065	Landis & Mill, Landis & Orchard Traffic Signal Upgrades	City of Vineland	City of Vineland	Cumberland	SJTPO	CON	CMAQ	Programmed	FY 2015		\$ 0.5475			\$ 0.5475
X065	Millville Broad Street Traffic Signal Upgrades	Millville	Millville	Cumberland	SJTPO	CON	CMAQ	Programmed	FY 2017		\$ 0.8250			\$ 0.8250
X065	It Pay\$ to Plug in: New Jersey's Electric Vehicle Charging Grants Program	NJDEP	Various	Various	SJTPO	CON	CMAQ	Programmed	FY 2018		\$ 0.3990			\$ 0.3990

1-May

\*County submitted application to I-Bank for funding

*SJTPO CMAQ Total Programmed*    \$ 1.760    \$ 1.870    \$ 1.902    \$ -    \$ 5.532

*SJTPO CMAQ Line Item*    \$ 1.900    \$ 1.900    \$ 1.900    \$ 1.900

*SJTPO CMAQ Balance*    \$ 0.140    \$ 0.030    \$ (0.002)    \$ 1.900

Green = within budget

Red = overbudget



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**Date:** May 14, 2020  
**To:** Policy Board  
**From:** SJTPO Staff  
**Re:** Technical Studies Update

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**Ocean Drive (CR 621) Upgrades and Bridge Improvements Local Concept  
Development Study *ongoing*; Jennifer Marandino**

*Michael Baker International, Inc. in association with WSP, Churchill Consulting Engineers (DBE), and Richard Grubb & Associates (DBE)*

Project website [www.capemaytwomilebridge.com](http://www.capemaytwomilebridge.com)

The scope of the technical effort includes Ocean Drive (County Road Number 621) from NJ Route 109 to Madison Avenue in Lower Township, Cape May County with the main objective of the Local Concept Development (LCD) phase to identify and compare reasonable alternatives and strategies that address the requirements of the initial stages of the project delivery process, and to select a Preliminary Preferred Alternative (PPA). Alternative 3 was selected as the PPA, which includes the realignment of the Middle Thorofare Bridge to the South and realignment of the Mill Creek and Upper Thorofare Bridges to the north.

After a mid-June Internal Review Committee (IRC) meeting with NJDOT, FHWA, and the project team a formal letter was issued on August 2, 2019 indicating that the Committee cannot recommend the project advance to the Preliminary Engineering phase with two outstanding issues. The project team has been working on evaluation based upon the Secretary of Interior Standards for Rehabilitation and has updated the LCD report. The NJDOT-led Value Engineering Workshop was held on Monday, January 6<sup>th</sup> through Wednesday, January 8<sup>th</sup>.

NJDOT transmitted an initial draft of the Value Engineering Report (Sections 4 and 5) on March 13, 2020. The Michael Baker team is in the process of reviewing the draft and expects to provide a response (Section 6). All the comments and alternatives developed by NJDOT have been evaluated with a list of advantages and disadvantages developed. At the request of Cape May County, the team is investigating one concept to determine if there would be a cost savings over the PPA. The current contract end date is June 30, 2020, additional time is needed to consider the proposed alternative more fully.

SJTPO has reached out to NJDOT seeking an extension of the Task Order Agreement, providing funding for this effort. The request will be for a six-month extension with the intention to complete the work as soon as feasible. The need for a further extension will be reevaluated after the delivery of the draft Alternative 9 plan sheet, anticipated to be approximately six (6) weeks.

SJTPO is seeking a contract modification for an extension of time and additional cost associated with the increased scope of work.



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**Date:** May 14, 2020

**Re:** Technical Studies Update

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## **Cumberland County Bicycle/Pedestrian Safety Action Plan *ongoing*; Alan Huff**

*Urban Engineers, Inc. in association with Fitzgerald & Halliday, Inc. (DBE), Civic Eye Collaborative, LLC (DBE), and NV5, Inc.*

This effort includes several action-oriented tasks geared towards advancing data-driven bicycle and pedestrian projects in Cumberland County, through SJTPO's Local Safety Program. The project is being funded through the federal Highway Safety Improvement Program (HSIP).

A delayed Notice to Incur Cost was issued by NJDOT in April 2018 with a kick-off meeting held on May 4<sup>th</sup>. To-date, network screening has been completed, public feedback received and summarized, and municipalities have selected their project locations for advancement. SJTPO has received resolutions of support from Vineland, Bridgeton, Millville, and Cumberland County. The toolbox of safety countermeasure strategies has been drafted and updated to reflect SJTPO comments. Crash report data has been collected and is currently being analyzed. Road Safety Audits have been performed at all locations. Civic Eye has created a series of videos that educate the public about select safety countermeasures, which will be used in the next round of outreach.

Urban is finalizing a series of crash diagrams for each project location. That analysis, coupled with input from subject matter experts at the road safety audits, will inform project alternatives and recommendations that will be prepared for public input. The final draft RSA reports are complete. The team is awaiting responses from the roadway owners regarding any recommendations in the reports before they are finalized.

The next major step for this effort is public outreach, which is on hold indefinitely due to COVID-19. SJTPO discussed internally and determined that given the demographics in the immediate project areas, a virtual-only outreach approach would be inequitable. Given that a physical or traditional outreach approach is out of the question due to the stay at home order, social distances requirements, as well as the public's sensible avoidance of public gatherings, the project cannot be completed by the June 30, 2020 deadline. SJTPO has reached out to NJDOT to inform them of SJTPO's intent to extend the Task Order Agreement, providing funding for this effort through June 30, 2021; with the intention to complete the work as soon as feasible. SJTPO is seeking a six-month no-cost contract extension with Urban, through December 31, 2020, which can be extended again later, if needed.

## **Local Safety Program Design Assistance *ongoing*; ~~Stephanie Wakeley~~ Alan Huff**

*Urban Engineers, Inc., in association with Churchill Consulting Engineers (DBE/ESBE)*

The purpose of this project is to assist Salem County in advancing two roundabout projects, selected under SJTPO's Local Safety Program, through the federal authorization process for construction with assistance in the preparation of plans, specifications, and cost estimates. The project is being funded through the federal Highway Safety Improvement Program (HSIP). The consultant team is led by Urban Engineers, with Adam Brown serving as Project Manager.

The Notice to Proceed was issued on March 26, 2019, with a kick-off meeting was held on May 1<sup>st</sup>. Progress meetings have been held to discuss and refine concepts, discuss ROW impacts, and discuss



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**Date:** May 14, 2020

**Re:** Technical Studies Update

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elements required for Local Safety Program advancement. Issues regarding sidewalk design have been resolved. Urban and Salem County have contacted the impacted property owners at each project location to discuss the preferred concept plan and its impact to their property.

Submission of the CED is pending. An initial Public Information Center (PIC) was scheduled for March 30, 2020 but was cancelled due to COVID-19. Through conversations with NJDOT BEPR it was agreed that public outreach can be completed using virtual outreach methods. Urban is investigating the best methods to proceed that would be consistent with the outreach approaches of Pittsgrove Township and Salem County. The date of the public outreach event is pending. The project is otherwise progressing on schedule with the authorization for the Final Design phase anticipated in FY 2020.

## **FY 2020 Air Quality Technical Assistance** *ongoing*; David Heller

*AECOM Technical Services, Inc., in association with Michael Baker International, Inc., WSP Parsons Brinckerhoff and Sobers Consulting, LLC (DBE/ESBE)*

Task 3: Assistance with Preparation of SJTPO portion of Statewide Emissions Inventories for NJDEP is remaining outstanding task. AECOM created network and data input files for 2019 annual and daily MOVES emissions analysis and transferred to NJDEP. The project is a little more than 63% complete and approximately one month behind schedule.

## **Multilingual Outreach Services** *ongoing*; Alan Huff

*Rutgers Public Outreach and Engagement Team (POET) in association with CQ Fluency (DBE)*

This technical study is intended to assist SJTPO in addressing several multilingual needs related to the development of the Language Access Plan, associated with Limited English Proficiency requirements in Title VI, as had been detailed to SJTPO in a corrective action in the 2019 Federal Certification Review. The project will develop a Public Outreach Strategy and will evaluate online translation tools to determine financially sustainable ways to meet these requirements going forward. The project will also assist in identifying communities of concern, which will help to establish meetings with these communities, providing translators for these meetings to solicit input on how to improve community outreach in the future.

A Notice to Proceed was issued on January 30, 2020 with a kick-off meeting held on February 6<sup>th</sup>, a month behind the original schedule. Rutgers has begun its work on the outreach strategy. The project was expected to soon begin public outreach, a major task of this effort. This work is now on hold indefinitely due to COVID-19. SJTPO discussed internally and determined that given that the focus of this effort is on reaching underserved communities, including Limited English Proficient groups, among others, a virtual-only outreach approach would be inequitable and ineffective in general. Given that a physical or traditional outreach approach is out of the question due to the stay at home order, social distances requirements, as well as the public's sensible avoidance of public gatherings, the project cannot be completed by the June 30, 2020 deadline. SJTPO has reached out to NJDOT to inform them of SJTPO's intent to extend the Task Order Agreement, providing funding for this effort through June 30, 2021; with



**Date:** May 14, 2020

**Re:** Technical Studies Update

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the intention to complete the work as soon as feasible. SJTPO is seeking a six-month no-cost contract extension with Rutgers, through December 31, 2020, which can be extended again later, if needed.

## **DVRPC/SJTPO NJ Regional Curve Inventory & Safety Assessment**

*recently completed* Jennifer Marandino

*Greenman-Pedersen, Inc. (GPI). in association with CH2M, MBO Engineering, LLC (DBE), and Rieker, Inc. (Vendor)*

DVRPC is leading this technical study for the four NJ counties in DVRPC and SJTPO counties regional curve inventory and safety assessment. An evaluation of horizontal curves on County 500, 600, & 700 series routes and municipal (local) routes with a functional classification of Collector or higher were included as part of the scope of work.

The project is complete. Final deliverables for the Task 1 Curve Advisory Speed as well as the crash summaries/analysis, and systemic analysis as part of the Task 2 Systemic Roadway Departure tasks have been completed delivered. A final summary memorandum with attachments was provided for the project along with County specific tables for the Project Selection Tool. The project team is presented the Project Recommendation Table demonstration via webinar on Tuesday, April 28<sup>th</sup>. The webinar was recorded for future reference and viewing of those not able to participate on April 28<sup>th</sup>.

## **SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

### **ITEM 2005-11: Approving a Contract Modification for a No Cost Time Extension to the Multilingual Outreach Services Study**

#### **PROPOSAL**

At its May 11, 2020 meeting, the Technical Advisory Committee (TAC) recommended that the Policy Board approve a Contract Modification for a No Cost Time Extension related to the Subcontract Agreement associated with the Multilingual Outreach Services Study. The contract modification would extend the length of the contract with a new end date of December 31, 2020.

#### **BACKGROUND**

On November 25, 2019, the Policy Board approved the selection of Rutgers Public Outreach and Engagement Team (POET) for the technical study with a maximum fee of \$86,661.05. On January 30, 2020, a Subcontract Agreement was fully executed between Urban Engineers, Inc., and the South Jersey Transportation Authority authorizing work to commence on the technical study under a Notice to Proceed.

The original contract for this technical study had a June 30, 2010 end date. A central focus of the project is on public involvement, which has been impacted by the COVID-19 pandemic, the “stay-at-home” order, and other restrictions in place. In-person public outreach is unlikely in the coming months, which must be conducted to ensure equitable outreach to the numerous disadvantaged communities in the region with a documented lack of internet access. Virtual public outreach would exclude this notable portion of the impacted population. As such, it is not possible to complete the consultant-led technical study by the June 30<sup>th</sup> deadline.

Staff is recommending a No Cost Time Extension through December 31, 2020. The total contract cost of \$86,661.05 will not be affected by this contract amendment.

**SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

**RESOLUTION 2005-11: Approving a Contract Modification for a No Cost Time Extension to the Multilingual Outreach Services Study**

**WHEREAS, the South Jersey Transportation Planning Organization (SJTPO) is the Metropolitan Planning Organization (MPO) designated under Federal law for the southern region of New Jersey including Atlantic, Cape May, Cumberland, and Salem Counties; and**

**WHEREAS, the Fiscal Year 2019 SJTPO Unified Planning Work Program includes Federal Highway Administration planning funds for this project as Task 19/403; and**

**WHEREAS, at their November 25, 2019 meeting, the Policy Board approved Rutgers Public Outreach and Engagement Team (POET) as the consultant for the technical study with a maximum fee of \$86,661.05.; and**

**WHEREAS, a Subcontract Agreement between Rutgers and the South Jersey Transportation Authority was fully executed on January 30, 2020 with an original contract end date of June 30, 2020; and**

**WHEREAS, delays are the result of the COVID-19 pandemic, the “stay-at-home” order, and other restrictions in place, resulting in an inability to conduct in-person outreach; and**

**WHEREAS, in-person public meetings are necessary to ensure equitable outreach to the numerous disadvantaged communities in the region with a documented lack of internet access; and**

**WHEREAS, a No Cost Time Extension is needed, to extend the existing Subcontract Agreement end date from June 30, 2020 to December 31, 2020 to complete public outreach for this technical study; and**

**WHEREAS, the total contract cost of \$86,661.05 will not be affected by this contract modification; and**

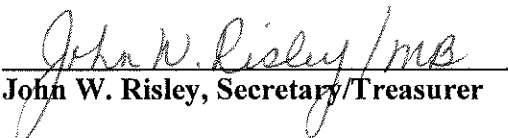
**WHEREAS, the contract amendment to extend the contract end date will not negatively impact the initial needs and objectives of the technical study; and**

**NOW THEREFORE BE IT RESOLVED, that the Policy Board of the South Jersey Transportation Planning Organization hereby approves the No Cost Time Extension for the Multilingual Outreach Services Study; and**

**BE IT FURTHER RESOLVED, that the Policy Board requests that the South Jersey Transportation Authority execute the appropriate contractual arrangements with the consultant on behalf of the SJTPO.**

**Certification**

**I hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Policy Board of the South Jersey Transportation Planning Organization at its meeting of May 26, 2020.**

  
**John W. Risley, Secretary/Treasurer**

## **SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

### **ITEM 2005-12: Approving a Contract Modification for a No Cost Time Extension to the FY 2018 Cumberland County Bicycle and Pedestrian Safety Action Plan**

#### **PROPOSAL**

At its May 11, 2020 meeting, the Technical Advisory Committee (TAC) recommended that the Policy Board approve a third Contract Modification for a No Cost Time Extension related to the Subcontract Agreement associated with the SJTPO FY 2018 Cumberland County Bicycle and Pedestrian Safety Action Plan Technical Study. The contract modification would extend the length of the contract with a new end date of December 31, 2020.

#### **BACKGROUND**

On November 27, 2017, the Policy Board approved the selection of Urban Engineers, Inc. for the technical study with a maximum fee of \$344,780.64. On April 20, 2018, NJDOT issued a Notice to Incur Cost, which was necessary, as the project is funded through the State-administered federal Highway Safety Improvement Program (HSIP). On April 25, 2018, a Subcontract Agreement was fully executed between Urban Engineers, Inc. and the South Jersey Transportation Authority authorizing work to commence on the technical study under a Notice to Proceed.

The original contract for this technical study had a June 30, 2019 end date. This contract was first extended to January 31, 2020 at the March 25, 2019 Policy Board meeting due to NJDOT delays in issuing the initial Notice to Incur Cost. The second extension to June 30, 2020 was approved at the November 25, 2019 Policy Board meeting due to delays in securing local resolutions of support, as well as, NJDOT delays in gaining access to NJTR-1 crash record data.

The project is now entering the public involvement phase, which has been impacted by the COVID-19 pandemic, the “stay-at-home” order, and other restrictions in place. In-person public outreach is unlikely in the coming months, which must be conducted to ensure equitable outreach to the numerous disadvantaged communities in the region with a documented lack of internet access. As such, it is not possible to complete the consultant-led technical study by the June 30<sup>th</sup> deadline.

Staff is recommending a No Cost Time Extension through December 31, 2020. The total contract cost of \$344,780.64 will not be affected by this contract amendment.

## **SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

**RESOLUTION 2005-12: Approving a Contract Modification for a No Cost Time Extension to the FY 2018 Cumberland County Bicycle and Pedestrian Safety Action Plan**

**WHEREAS, the South Jersey Transportation Planning Organization (SJTPO) is the Metropolitan Planning Organization (MPO) designated under Federal law for the southern region of New Jersey including Atlantic, Cape May, Cumberland, and Salem Counties; and**

**WHEREAS, the Fiscal Year 2018 SJTPO Unified Planning Work Program includes Federal Highway Administration Highway Safety Improvement Program (HSIP) funds for this project; and**

**WHEREAS, at their November 27, 2017 meeting, the Policy Board approved Urban Engineers, Inc. as the consultant for the technical study with a maximum fee of \$344,780.64; and**

**WHEREAS, a Subcontract Agreement between Urban Engineers and the South Jersey Transportation Authority was fully executed on April 25, 2018 with an original contract end date of June 30, 2018; and**

**WHEREAS, at their March 25, 2019 meeting, the Policy Board approved a No Cost Time Extension, as a result of a delay in receiving a Notice to Incur Cost from the New Jersey Department of Transportation; extending the contract end date to January 31, 2020; and**

**WHEREAS, at their November 25, 2019 meeting, the Policy Board approved a No Cost Time Extension, as a result of delays in securing local resolutions of support and to gain access to crash records held by the New Jersey Department of Transportation; extending the contract end date to June 30, 2020; and**

**WHEREAS, further delays are the result of the COVID-19 pandemic, the “stay-at-home” order, and other restrictions in place; resulting in an inability to conduct in-person outreach; and**

**WHEREAS, in-person public meetings are necessary to ensure equitable outreach to the numerous disadvantaged communities in the region with a documented lack of internet access; and**

**WHEREAS, a third No Cost Time Extension is needed to extend the existing Subcontract Agreement end date from June 30, 2020 to December 31, 2020 in order to complete public outreach for this technical study; and**

**WHEREAS, the total contract cost of \$344,780.64 will not be affected by this contract modification; and**

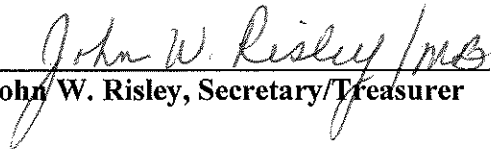
**WHEREAS, the contract modification to extend the contract end date will not negatively impact the initial needs and objectives of the technical study; and**

**NOW THEREFORE BE IT RESOLVED, that the Policy Board of the South Jersey Transportation Planning Organization hereby approves the No Cost Time Extension for the SJTPO FY 2018 Cumberland County Bicycle and Pedestrian Safety Action Plan Technical Study; and**

**BE IT FURTHER RESOLVED, that the Policy Board requests that the South Jersey Transportation Authority execute the appropriate contractual arrangements with the consultant on behalf of the SJTPO.**

**Certification**

**I hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Policy Board of the South Jersey Transportation Planning Organization at its meeting of May 26, 2020.**

  
**John W. Risley, Secretary/Treasurer**

## **SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

### **ITEM 2005-13: Amending the Scope of Services and Approving a Contract Modification to the Ocean Drive (CR 621) Upgrades and Bridge Improvements Local Concept Development Study**

#### **PROPOSAL**

At its May 11, 2020 meeting, the SJTPO Technical Advisory Committee recommended that the Policy Board approve a fourth Contract Modification related to the Subcontract Agreement associated with the Ocean Drive (CR 621) Upgrades and Bridge Improvements Local Concept Development Study. The contract modification would amend to the scope of service, extend the length of the contract and increase the total cost of the contract.

#### **BACKGROUND**

On September 25, 2017, the Policy Board approved the selection of the consultant with a maximum fee of \$1.25 million. On September 28, 2017, a Subcontract Agreement was fully executed between Michael Baker International, Inc. and the South Jersey Transportation Authority authorizing work to commence on the technical study.

On November 26, 2018, with Resolution 1811-23 (Amending the Scope of Services and Approving a Contract Modification for the Ocean Drive (CR 621) Upgrades and Bridge Improvements Local Concept Development Study), the Policy Board approved an amendment adding scope of work and increasing the total maximum fee. The amendment included additional work to complete a hydrodynamic analysis of the project corridor; increasing the maximum fee to \$1.33 million. On November 26, 2018, an Amendment to the Subcontract Agreement was fully executed between Michael Baker International, Inc. and the South Jersey Transportation Authority authorizing additional work to commence associated with the technical study.

On July 22, 2019, with Resolution 1907-20 (Approving a Zero-Cost Modification and Time Extension for the Ocean Drive (CR 621) Upgrades and Bridge Improvements Local Concept Development Study), the Policy Board approved a second amendment to the original Subcontract Agreement, authorizing a Zero-Cost Modification and Time Extension; reallocating \$16,000.01 from other direct expenses to labor and extending the end date of the contract through to January 31, 2020. On July 24, 2019, the Second Amendment to Subcontract Agreement was fully executed between Michael Baker International, Inc. and the South Jersey Transportation Authority.

On November 25, 2019, with Resolution 1911-29 (Approving a Contract Modification for a No Cost Time Extension to the Ocean Drive (CR 621) Upgrades and Bridge Improvements Local Concept Development Study), the Policy Board approved a third amendment to the original Subcontract Agreement, authorizing a No Cost Time Extension extending the end date of the contract through to June 20, 2020. On December 31, 2019, the Third Amendment to Subcontract Agreement was fully executed between Michael Baker International, Inc. and the South Jersey Transportation Authority.

The two previous time extensions were granted to allow time for NJDOT to conduct a Value Engineering Analysis, to identify opportunities and recommend alternatives to improve the cost and constructability of the project. The workshop was held in early January and resulted in a total of five alternative bridge alignments for consideration by the project team. At the request of Cape May County, further evaluation of Alternative #3 is necessary to determine if there would be a cost savings over the originally developed Preliminary Preferred Alternative.

As such, Michael Baker International, Inc. prepared a revised scope outlining the proposed technical approach along with an associated cost for the additional work. The costs associated with amending the scope will be an additional \$69,997.51; resulting in a revised maximum fee of \$1,399,997.51. Additional time is required to fully evaluate the proposed alternative, resulting in the need to extend the existing Subcontract Agreement end date from June 30, 2020 to December 31, 2020.

This increase will be funded through balances remaining from Task 18/409: Ocean Drive (CR 621) Upgrades and Bridge Improvements Local Concept Development Study, which originally provided \$1,400,000 in FHWA Surface Transportation Program (STP)-Non-Urbanized funding within SJTPO's Fiscal Year 2018 Unified Planning Work Program.

While an Amendment to the Subcontract Agreement (between SJTA and the consultant) is required, a request for additional funds from NJDOT is not needed. A formal request letter for the time extension has been transmitted to NJDOT notifying them of the change in the scope, and cost will be provided as information only.

May 3, 2020

Ms. Jennifer Marandino  
South Jersey Transportation Planning Organization  
782 S Brewster Road, Unit B6  
Vineland, New Jersey 08361

**Subject: Ocean Drive (CR 621) Upgrades and Bridge Improvements  
Local Concept Development Study  
Contract Extension and Contract Cost Modification #2 Request**

Dear Ms. Marandino:

Michael Baker International, Inc. (Michael Baker) has been working towards completing the Local Concept Development Phase for the subject project in accordance with the project schedule before the current contract expires on June 30, 2020. However, due to a delay in receiving the Value Engineering Report and the necessary follow-up requested by Cape May County on one of the proposed alternatives, the overall project schedule will need to be extended.

The investigation into the potentially viable Value Engineering alternative, continued coordination with the Project Team, potential for meetings with the Freeholders, local officials, stakeholders and the general public will require additional time and budget. Due to these circumstances, we request that the contract end date be moved to June 30, 2021 to account for additional work efforts. Additionally, based on Michael Baker's understanding of the additional work efforts requested by Cape May County, Michael Baker formally requests a Contract Cost Modification. Attached you will find a scope and budget for the Contract Cost Modification proposal. An increase in Subconsultants costs is not anticipated.

Your favorable consideration of this requested Contract Extension and Cost Modification would be greatly appreciated. If you have any questions, please feel free to contact me at 609-807-9585 or Marty Wade at 609-807-9524.

Sincerely,

**MICHAEL BAKER INTERNATIONAL, INC.**



Joseph Romano, P.E.  
Associate Vice President/Project Manager

The South Jersey Transportation Planning Authority has requested the services of Michael Baker International, Inc. (Michael Baker) to further investigation the viability of one of the identified Value Engineering (VE) alternatives identified by the NJDOT VE Team. The following scope of services outlines our best understanding of the work required, based on current information.

## I. Background

The NJDOT VE Team identified a number of potential alternatives for the Project Team to consider within their Draft VE Report on March 13, 2020. Michael Baker evaluated the draft report and provided the Project Team with a memo listing the advantages and disadvantages for each of the VE alternatives. Prior to sending the advantages and disadvantages memo to NJDOT, Cape May County requested that Michael Baker further investigate VE Alternative 3 (shown below) to determine its viability, cost, and associated impacts. Michael Baker previously developed an alternative that proposed a partial acquisition of the Bumble Bee Seafoods property, but due to the current financial situation surrounding the property, which has developed within the last year, further investigation is currently warranted.



On May 1, 2020, the Project Team discussed the associated impacts to the project schedule and budget and decided that it was in the best interest of the public to further investigate VE Alternative 3 due to the high projected construction cost of the current Preliminary Preferred Alternative (PPA).

## II. Scope of Work

### A. Investigate VE Alternative

To determine the viability of VE Alternative 3, an analysis of the vertical profile geometry is required. This may require adjustments to the horizontal alignment in order to validate the alternative's feasibility.

Several iterations of the design are expected to better optimize the geometry of the touchdown point onto the island and the access to businesses. To minimize additional coordination efforts with the Coast Guard, the centerline of the navigational channel will not be changed.

A construction cost estimate will be developed for the new alternative to determine if there is a potential cost saving to the project. If there is a significant cost savings to the project, Michael Baker will update the Alternatives Matrix to include the new alternative as Alternative 9.

Michael Baker will update the Concept Development Report with the results of the investigation to document the efforts of the additional alternatives development.

**Deliverables:**

- New Alternative Plan Sheet
- Construction Cost Estimate
- Updated Alternatives Matrix (potentially)
- Updated Concept Development Report

**B. Present Alternative to Freeholders**

If determined that significant cost savings may be achieved by advancing Alternative 9 as the new PPA, Michael Baker will attend a meeting to present the findings of the VE Alternative investigation and seek a recommendation from the Cape May County Freeholders. The Cape May County Freeholders will determine if the associate impacts of Alternative 9 warrant further advancement.

If necessary, Michael Baker will facilitate hosting the presentation to the Freeholders using a virtual meeting format. Michael Baker will prepare a summary of the meeting and distribute to the Project Team for review and approval.

**Deliverables:**

- Freeholders Presentation
- Meeting Summary

**C. Conduct Public Outreach Meetings**

If determined by the Cape May County Freeholders that Alternative 9 should be advanced as the new PPA, Michael Baker will prepare for and attend the following meetings:

- Local Officials Meeting
- Stakeholders Meeting
- Public Information Center

If necessary, Michael Baker will facilitate hosting these meetings using a virtual meeting format. Michael Baker will arrange for the advertisement of the Public Information Center in the newspapers as previously performed.

**Deliverables:**

- Local Officials Presentation
- Stakeholders Presentation
- Public Information Center Presentation
- Meeting Summaries

**Schedule**

The draft Alternative 9 plan sheet will be delivered within six (6) weeks of notice-to-proceed.

**MICHAEL BAKER INTERNATIONAL**  
**Value Engineering Alternative Investigation for the Ocean Drive LCD Study**  
**Contract Cost Modification #2**  
**Cost Proposal**

Task Description	PM	DPM	Technical Lead PV	Task Leader PIV	Civil Associate PIII	Total
<b>Task 7 - VE Alternative Investigation</b>	<b>34</b>	<b>142</b>	<b>20</b>	<b>100</b>	<b>100</b>	<b>396</b>
A. Investigate VE Alternative	10	100	20	100	100	330
B. Present Alternative to Freeholders	4	12				16
C. Conduct Public Outreach Meetings	20	30				50
<b>TOTAL HOURS:</b>	<b>34</b>	<b>142</b>	<b>20</b>	<b>100</b>	<b>100</b>	<b>396</b>
<b>Direct Labor Hourly Rate</b>	<b>\$118.64</b>	<b>\$77.91</b>	<b>\$66.00</b>	<b>\$58.00</b>	<b>\$35.00</b>	<b>n/a</b>
<b>Direct Labor Costs</b>	<b>\$4,033.76</b>	<b>\$11,063.22</b>	<b>\$1,320.00</b>	<b>\$5,800.00</b>	<b>\$3,500.00</b>	<b>\$25,716.98</b>
<b>Overhead %</b>	<b>147.44%</b>	<b>147.44%</b>	<b>147.44%</b>	<b>147.44%</b>	<b>147.44%</b>	<b>147.44%</b>
<b>Overhead Cost</b>	<b>\$5,947.38</b>	<b>\$16,311.61</b>	<b>\$1,946.21</b>	<b>\$8,551.52</b>	<b>\$5,160.40</b>	<b>\$37,917.12</b>
<b>Burdened Labor Cost</b>	<b>\$9,981.14</b>	<b>\$27,374.83</b>	<b>\$3,266.21</b>	<b>\$14,351.52</b>	<b>\$8,660.40</b>	<b>\$63,634.10</b>

**Fixed Fee (10%):** **\$6,363.41**  
**Total Labor Cost:** **\$63,634.10**  
**Total Direct Expenses:** **\$0.00**

**Direct Expenses:**

Printing	\$0.00
Travel	\$0.00
Misc. Expenses	\$0.00
<b>Total Direct Expenses:</b>	<b>\$0.00</b>

**Total Cost: \$69,997.51**

**Budget Plan Adjustment Request and Approval Form**  
**VE Alternative Investigation - Contract Cost Modification #2**

**SUMMARIZED BUDGET PLAN ADJUSTMENT REQUEST FORM**

**FIRM'S NAME:** Michael Baker International, Inc.  
**SUBCONTRACT PROJECT TITLE:** Ocean Drive (CR 621) Upgrades and Bridge Improvements Local Concept Development Study  
**DATE:** May 3, 2020

	<b>Current Authorized Budget</b>	<b>Proposed Adjustment</b>	<b>Proposed Adjusted Budget</b>	<b>% Change</b>
PART I: LABOR COSTS (PERSONNEL SERVICES)				
1. SALARIES	\$ 272,945.36	\$ 25,716.98	\$ 298,662.34	9%
2. OVERHEAD (147.44%)	\$ 386,628.93	\$ 37,917.12	\$ 424,546.05	10%
SUBTOTAL LABOR COSTS	\$ 659,574.29	\$ 63,634.10	\$ 723,208.39	10%
PART II: NON-LABOR DIRECT EXPENSES				
SUBTOTAL DIRECT EXPENSES	\$ 6,531.55	\$ -	\$ 6,531.55	0%
PART III: FEE				
FIXED FEE (10%)	\$ 65,957.43	\$ 6,363.41	\$ 72,320.84	10%
PART IV: SUBCONSULTANT COSTS				
WSP	\$ 440,474.43	\$ -	\$ 440,474.43	0%
CHURCHILL CONSULTING ENGINEERS	\$ 143,376.80	\$ -	\$ 143,376.80	
RICHARD GRUBB & ASSOCIATES, INC.	\$ 14,085.50	\$ -	\$ 14,085.50	
SUBTOTAL SUBCONSULTANT COSTS	\$ 597,936.73	\$ -	\$ 597,936.73	0%
TOTAL BUDGET	\$ 1,330,000.00	\$ 69,997.51	\$ 1,399,997.51	5%

**From:** [Church, Robert](#)  
**To:** [Jennifer Marandino](#)  
**Cc:** [Gimeno, Leslie](#); [Morey, Will](#); [Donofrio Jr., Lewis](#); [joe.romano \(jromano@mbakerintl.com\)](mailto:joe.romano@mbakerintl.com); [Wade, Marty](#)  
**Subject:** Concept Development Study- Modification request no. 2 Ocean Drive Bridge Replacements and Roadway Improvements  
**Date:** Monday, May 4, 2020 3:42:20 PM

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Jennifer,

As a follow up to our conference call this morning, this correspondence is to affirm the County's position of increasing the project scope of the Concept Development Study in order to address the feasibility of one of the (5) Value Engineering Alternatives presented by the NJDOT as part of their recent Value Engineering Report. Based upon our assessment of the presented alternatives, Value Engineering Alternative 3 merited a more comprehensive evaluation. This alternative could not be discounted immediately as unfeasible as could the other VE alternatives that were provided. The VE Alternative 3 could result in significant savings to the initial construction costs and future maintenance costs of the main structure by limiting the over water construction length. The VE 3 Alternative provides for a more direct alignment and leaves the operational and access requirements of the industrial facilities north of Ocean Drive unchanged. Due to emerging conditions that have arisen regarding the Bumble Bee property, this alternative has become more viable although it would require either a partial or full taking of the Bumble Bee Property. The purpose of increasing the Concept Development Scope at this time is to determine if the benefits of VE 3 outweigh the detriments.

Therefore, we are in agreement that the VE 3 alternative should be evaluated in a phased approach as outlined in the Contract Modification 2 proposal submitted by Michael Baker Associates dated May 3, 2020. The initial phase will involve the development of a detailed alignment and profile including the creation of a two-way access road which runs parallel and south of the bridge alignment. The new access road will eliminate access conflicts for the existing properties that are located to the north of Ocean Drive. Once the details of the alignment and profile are formalized, an estimate of the cost of the construction for this alignment will be prepared, and compared to the costs of the PPA 3. If it is determined that the cost savings are substantial enough to warrant discussions with the Freeholder Board concerning the appraisal of the Bumble Bee property for possible acquisition, a presentation of the findings will follow. Should the Freeholder Board determine that the benefits of the alternative warrant further evaluation, then the value of the property, both present and potential, will be the basis for further appraisal by the Board. If however the cost savings are determined to be minimal or if the cost savings are not large enough to justify the loss of the property through a taking, the analysis of the value engineering alternative will be complete and the final response to the VE concepts will have determined that this alternative is not feasible also.

Although the analysis of the VE 3 viability can occur immediately, due to the manhours involved and the uncertainty of the final direction of the PPA, this effort will result in additional costs and time to the original Concept Development Agreement.

## **SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

**RESOLUTION 2005-13: Amending the Scope of Services and Approving a Contract Modification to the Ocean Drive (CR 621) Upgrades and Bridge Improvements Local Concept Development Study**

**WHEREAS, the South Jersey Transportation Planning Organization (SJTPO) is the Metropolitan Planning Organization (MPO) designated under Federal law for the southern region of New Jersey including Atlantic, Cape May, Cumberland, and Salem Counties; and**

**WHEREAS, the Fiscal Year 2018 SJTPO Unified Planning Work Program includes Federal Highway Administration planning funds for this project as Task 18/409; and**

**WHEREAS, at their September 25, 2017 meeting, the Policy Board approved Michael Baker International, Inc. as the consultant for the technical study with a maximum fee of \$1,250,000.00; and**

**WHEREAS, a Subcontract Agreement between Michael Baker International, Inc. and the South Jersey Transportation Authority was fully executed on September 28, 2017 with a Notice to Proceed issued on the same date; and**

**WHEREAS, at their November 26, 2018 meeting, the Policy Board approved an amendment to the scope of service and approved a contract modification to include a hydrodynamic analysis for an additional fee of \$80,000.00 and a revised maximum fee of \$1,330,000.00; and**

**WHEREAS, an Amendment to the Subcontract Agreement between Michael Baker International, Inc. and the South Jersey Transportation Authority was fully executed on November 26, 2018 with a Notice to Proceed issued on the same date; and**

**WHEREAS, at their July 22, 2019 meeting, the Policy Board approved a Zero-Cost Modification and Time Extension, with a new contract end date of January 31, 2020, effective from the expiration of the existing Subcontract Agreement on June 28, 2019; and**

**WHEREAS, at their November 25, 2019 meeting, the Policy Board approved a No Cost Time Extension, extending the length of the Subcontract Agreement through to June 30, 2020, with the Amendment to the Subcontract Agreement fully executed on December 31, 2019; and**

**WHEREAS, NJDOT conducted a Value Engineering Analysis, to identify opportunities and recommend alternatives to improve the cost and constructability of the project, which resulted in a total of five alternative bridge alignments; and**

**WHEREAS, Cape May County requested a more comprehensive evaluation of Alternative #3 be conducted to determine if a significant cost savings is possible over the initial construction costs for the Preliminary Preferred Alternative; and**

**WHEREAS, additional time and money is required to fully investigate the proposed alternative as a result of the NJDOT-led Value Engineering Analysis; resulting in the need to extend the existing Subcontract Agreement end date from June 30, 2020 to December 31, 2020; and**

WHEREAS, the additional work will result in a cost increase not to exceed \$69,997.51; resulting in a revised maximum fee of \$1,399,997.51; and

WHEREAS, additional cost will be funded through the \$1,400,000.00 available FHWA Surface Transportation Program (STP)-Non-Urbanized funds currently programmed as Task 18/409 within the SJTPO Fiscal Year 2018 Unified Planning Work Program; and

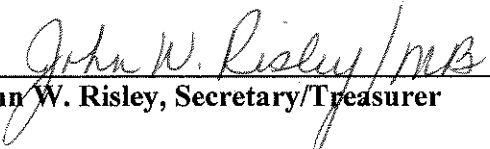
WHEREAS, the contract amendment to extend the contract end date will not negatively impact the initial needs and objectives of the technical study; and

NOW THEREFORE BE IT RESOLVED, that the Policy Board of the South Jersey Transportation Planning Organization hereby approves amending the Scope of Services and a Contract Modification for Ocean Drive (CR 621) Upgrades and Bridge Improvements Local Concept Development Study; and

BE IT FURTHER RESOLVED, that the Policy Board requests that the South Jersey Transportation Authority execute the appropriate contractual arrangements with the consultant on behalf of the SJTPO.

**Certification**

I hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Policy Board of the South Jersey Transportation Planning Organization at its meeting of May 26, 2020.

  
\_\_\_\_\_  
John W. Risley, Secretary/Treasurer

## **SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

### **ITEM 2005-14: Authorization to Execute Lease Agreement with Pisces Properties, LLC for Office Space**

#### **PROPOSAL**

On August 24, 2020, SJTPO's current five (5) year Lease Agreement with Pisces Properties, LLC for the office located at 782 South Brewster Road, Units B5 and B6, Vineland will expire. SJTPO staff is requesting authorization of an additional five (5) year Lease Agreement for August 24, 2020 through August 24, 2025.

#### **BACKGROUND**

On August 24, 2005, SJTPO relocated their offices to 782 South Brewster Road, Vineland. The first five (5) year Lease Agreement of August 24, 2005 through August 24, 2010 was at a rental rate of \$22.00 per square feet, or \$76,560.00 annually.

On May 1, 2010, Pisces Properties proposed an additional five-year Lease Agreement for August 24, 2010 through August 24, 2015 at a rate of \$19.50 per square feet, or \$67,860.00 annually. On May 24, 2010, the SJTPO Policy Board approved this authorization to execute a Lease Agreement.

Pisces Properties, LLC offered in their May 1, 2010 Proposal, an additional five (5) year option for August 24, 2015 through August 24, 2020 at an increase of 3.5% or \$2,390 per year. This yields a rate of \$20.18 per square feet, or \$70,250 annually.

On April 1, 2020, Pisces Properties, LLC proposed an additional five-year Lease Agreement for August 24, 2020 through August 24, 2025 at a rate of \$20.99 per square feet, or \$73,060 annually. This represents a 4% increase or \$2,808 per year over the May 2010 Proposal. The new proposal addresses paint refreshing, carpet replacing, interior window, kickplates on front doors, and new kitchen counter tops with cabinets and shelving to be installed during the upcoming Lease Agreement term.

It should be noted that this rate is based on rentable space of 3,480 square feet and does not include the additional 600 square feet of storage space. This storage space is available for use at no additional charge.

## **LEASE AGREEMENT**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Pisces Properties, LLC., 782 S. Brewster Road, Unit B-4, Vineland, New Jersey 08361, (hereafter called "Landlord") and SOUTH JERSEY TRANSPORTATION AUTHORITY (hereinafter called "SJTA" or "Tenant"), which is the administrative host of the SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION ("SJTPO"), having its principal place of business at P.O. Box 351 in the City of Hammonton, County of Atlantic and State of New Jersey.

WHEREAS, Tenant is desirous of renting office space located at 782 S. Brewster Rd., Units B5 and B6, Vineland, New Jersey, 08361, and that SJTPO is the federally designated metropolitan planning organization (MPO) for Southern New Jersey and SJTA is authorized to enter into contracts on behalf of SJTPO; and

WHEREAS, Tenant is currently leasing said space, and no additional fit out and construction are going to be required for the same, except as set forth in section 3 herein; and

WHEREAS, the funding for said rental is the responsibility of the South Jersey Transportation Authority, funds for which are annually provided by other governmental agencies; and

WHEREAS, it has been disclosed to the Landlord, that funding for said rental is done on an annual basis and is provided by the United States Department of Transportation, through the New Jersey Department of Transportation, which allocates funds through the South Jersey Transportation Authority, which enters into contracts.

On behalf of SJTPO, however, said SJTPO has been in existence since 1993, and it is the desire and intent of the parties that so long as SJTPO is in existence for the term of this Lease or any renewal thereof, that it shall be the obligation of the Tenant, regardless of where funding may be derived from, to inhabit the demised premises.

NOW, THEREFORE, for and in consideration for the mutual promises and undertakings set forth herein, the Partners agree as follows:

### **WITNESSETH RECITALS**

The foregoing recitals are incorporated as if fully set forth in the text of this Agreement.

1. Landlord hereby leases to Tenant, and Tenant does hereby hire and take from Landlord, the following described premises: 3,480 square feet of office space and floored utility room on second floor at no additional cost, located in the building at 782 S. Brewster Road, Units B5 and B6, Vineland, New Jersey, for the term of five (5) years, subject to the provisions of Paragraph 21 hereof commencing on the 25th day of August, 2020, and ending August 24th, 2025. The leased space is to be used and occupied by the Tenant for the purpose of a governmental transportation planning office.

2. Tenant hereby covenants and agrees with the Landlord that Tenant will:

a. Pay the base annual rent at the rate of \$20.99 per square foot of occupied space in the total sum of \$73,060 per annum, during the term of this lease in equal monthly payments

of \$6,088.33 in advance of the first day of each month OR (2) semi-annual installments in the amount of \$36,530, the first semi-annual rental payment to be made on the first day of the Lease term, and the second semi-annual rental payment to be made on the first day of the seventh month of the Lease term.

b. Permit the Landlord or its agents to enter upon the premises at all reasonable hours for the purpose of examining the same or for the making of necessary repairs to the premises or to the building.

c. Permit the Landlord or its agent to show the premises at any reasonable time, and to place a "for sale" or ""for rent" sign on the premises, limited to the last sixty (60) days of the lease term in the event of the failure of Tenant to renew the Lease.

d. Repair such damage to the premises or to the building caused by the negligence of Tenant, employees or agents, except damage by fire or other casualty.

e. Transport all bagged trash to dumpster provided by landlord. All cardboard boxes to be broken down before placement in dumpster.

f. Tenant agrees to abide by the rules and regulations of the Madison Square Condominium Association's by laws and rules to be provided to tenant.

g. Tenant to maintain sidewalk in front of units; i.e, snow, debris, ice, etc.

h. Tenant agrees to maintain "Tenant's" insurance policy with standard coverage for liability/loss/equipment, etc. and to provide evidence of same to landlord prior to commencement of occupancy.

3. The Landlord hereby covenants and agrees with the Tenant as follows:

a. Landlord will provide landscaping, snow removal, interior and exterior maintenance, cold water, sewer, parking lot lighting and parking lot maintenance.

b. Landlord will also pay real estate taxes, and monthly condo fees.

c. Tenant will be responsible for electric, heat, and janitorial services.

d. Landlord will, subject to the provisions of Paragraph 2d, carry out all repairs to the entire premises, both exterior and interior, including repairs to the mechanical systems and floor coverings.

e. Landlord will provide adequate parking facilities and will reserve (9) parking spaces for Tenant's use, and at its own expense keep the parking lot in good repair and reasonably free from ice, snow and trash.

f. Landlord agrees, upon the request of Tenant, and at Landlord's sole expense, to replace carpeting in any private office or conference room that may contain stains or that are generally worn during the five-year term. Landlord agrees, at Landlord's sole expense, to install kitchen counter tops with bottom cabinets, as well as, shelving

alongside of the refrigerator, to provide extra storage, by or before December 31, 2020. Landlord also agrees to provide kickplates on both entry doors by or before December 31, 2020. Landlord, at the request of Tenant, has already provided a new interior window within the office. The countertops and shelving to be installed by Landlord under this subsection shall be of a color and type that is selected by Tenant.

g. Landlord agrees, at Landlord's sole expense, to repaint the entire leased space by no later than December 31, 2020. The paint to be used by Landlord under this subsection shall be the same as the existing color.

4. Upon the Tenant paying the rent agreed and performing the covenants herein contained, Tenant shall enjoy peaceable possession of the premises without disturbance from the Landlord.

5. All counters and other removable fixtures (other than lighting fixtures) placed on the premises by Tenant may be removed by Tenant at the expiration of the Lease, provided that any damage caused by removal shall be repaired at the Tenant's expense. Any partitions or non-removable fixtures installed by the Tenant shall become the property of the Landlord unless Landlord shall elect to have Tenant remove the same at Tenant's expense.

6. Should the premises be damaged by fire or other casualty so as to render the Tenant's area partially or wholly unfit for occupancy, the following shall apply:

a. If the damage cannot reasonably be repaired within 90 days after the date thereof, either party may terminate this Lease as of the date of the damage by notice to the other given within 90 days after such damage and in that case the Tenant shall immediately surrender the premises to the Landlord and shall pay rent accrued to the date of damages, but shall not be entitled to any damages or compensation.

b. If the damage can reasonably be repaired within 90 days after the date thereof, or if neither the Tenant nor the Landlord have given notice of termination pursuant to the provisions of clause (a), the Landlord shall forthwith carry out with due diligence the repair thereof, and this Lease shall continue in full force and effect save that the rent hereby reserved shall abate in the proportion that the uninhabitable part of the demised premises bears to the entire premises, until the repairs have been completed.

7. In the event that the Landlord shall default in the performance of any of its covenants under this Lease, the Tenant shall give Landlord thirty (30) days' written notice within which to cure such default, and may thereafter, but shall not be obliged to, cure the default at its own expense, and shall have the further right to deduct the cost thereof from the rental payments next accruing. If such default consists of failure to carry out repairs which cannot reasonably be completed within the said period of thirty (30) days, it shall be deemed to be cured if the Landlord shall commence the necessary repairs within the said period and shall diligently prosecute the repairs thereafter.

8. If default be made by the Tenant in the payment of rent herein reserved or any part thereof for thirty (30) days or if default be made in any of the other covenants and agreements herein contained to be kept by the Tenant and the Tenant shall not have commenced the cure such default within thirty (30) days after notice to the Tenant in writing by the Landlord, then it shall be lawful for the Landlord, at the Landlord's election, to declare said term ended and to declare the rent

immediately due for the balance of the term and to re-enter the premises of any part thereof either with or without process of law, and to expel, remove, and put out the Tenant, or any person or persons occupying the same, using such force as may be necessary so as to repossess and enjoy the premises as before this demise, without prejudice to the Landlord's right of action in respect of arrears of rent or any antecedent breach of covenant.

9. The Landlord shall pay all taxes, assessments and charges imposed upon the premises, provided that the Tenant shall pay all license fees and taxes imposed in connection with the particular business of the Tenant or with any form of equipment used by the Tenant in the premises.

10. Should the Tenant wish to remain in occupancy longer than the five (5) year term, Tenant must notify landlord of Tenant's intent not less than sixty (60) days prior to end of the lease term, and the Landlord has the option to extend lease for another five (5) year term. Written notice will be given to Tenant ninety (90) days prior to the end of the lease term allowing tenant time to respond within the sixty (60) day time requirement.

11. Whenever, under the terms of this Lease, notice is required to be given by either party to the other, notice shall be deemed to be given of date of mailing by certified mail, return receipt requested, to the Landlord at 782 S. Brewster Rd, Unit B-4, Vineland, New Jersey, 08360 and to the Executive Director, South Jersey Transportation Authority, P.O. Box 351, Hammonton, NJ 08037 and to South Jersey Transportation Planning Organization at 782 S. Brewster Rd., Units B5 and B6, Vineland, New Jersey, 08361; provided, however, that such addresses may be changed upon five (5) day notice.

12. This Lease shall be subject and subordinate at all times to the lien of any mortgages now or hereafter placed on the land and buildings of which demised premises form a part without the necessity of any further instrument or act on the part of the Tenant to effectuate such subordination, provided, however, the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments evidencing such subordination of this Lease to the lien of any such mortgage of mortgages as shall be desired by any mortgagee of proposed mortgagee. The Tenant hereby appoints the Landlord the attorney-in-fact of the Tenant irrevocably, execute and deliver any such instrument or instruments for and in the name of the Tenant.

13. If the amount of the real property taxes levied or assessed against the land and building of which the leased premises form a part shall exceed in any lease year the amount of such final taxes for the year this Lease began, Tenant shall pay that portion of such excess equal to the product obtained by multiplying said excess by a fraction, the numerator of which shall be the square foot area of the leased premises, and the denominator of which shall be the total rentable square foot area of the building in which the demised premises are situated. The tax year of any lawful authority commencing during any lease year shall be deemed to correspond to such lease year. The additional rent provided for herein shall be paid by Tenant within twenty days after demand by Landlord. A tax bill submitted by Landlord to Tenant shall be sufficient evidence of the amount of taxes assessed or levied against the parcel to which such bill relates.

In the event of the imposition of any new taxes or assessments imposed upon Landlord related to the operation of the demised premises after the date of this Lease, said taxes shall be paid by Tenant in the same manner as a tax increase.

In the event that there shall be an increase in the rate for water, condominium fees, insurance, and trash removal from dumpster by Landlord over that in effect on the date this Lease was signed, Tenant shall pay Landlord its proportional share of any and all such increases based upon the ratio set forth for computing tax escalations shown above and payable every six months upon demand and submission of proof of such rate increase. Said increase not to exceed current CPI.

14. Landlord hereby expressly releases and discharges Tenant, its servants, agents and employees, from any claim or cause of action for any loss or damage whatsoever arising out of any negligence of alleged negligence of the Tenant, its servants, agents of employees, resulting in any fire, smoke or explosion in building or premises, it being the intention of the parties that the Landlord shall look only to its insurance carrier for payment of such loss.

15. Tenant shall have the right to assign this lease or to sublet the total premises after first obtaining the written consent of the Landlord, which consent shall not be unreasonable withheld.

16. The Tenant acknowledges and understands that the leased premises are contained in a non-smoking building, which shall be posted in the demised premises.

17. Tenant hereby expressly releases and discharges Landlord, its servants, agents and employees from any claim or cause of action for any loss or damage whatsoever arising out of any negligence or alleged negligence of the Landlord, its servants, agents or employees, resulting in any fire, smoke or explosion in building or premises, it being the intention of the parties that the Tenant shall look only to its insurance carrier for payment of such loss.

18. The word "Landlord" as used herein shall wherever the context is applicable mean and extend to the Landlord, his heirs, executors, administrators, successors and assigns; the word "Tenant" as used herein shall wherever the context is applicable mean and extend to the Tenant, its successors and permitted assigns. The singular and plural as well as gender of the parties shall be interchangeable as may be required.

19. Tenant shall deposit one-twelfth of the annual rental with Landlord as a security deposit, which sum shall be deposited in an interest-bearing account. Landlord acknowledges receipt of the security deposit.

20. There will be no late charge provided rent is paid on a semi-annual basis. In the event the same is not paid on a semi-annual basis, there shall be a late charge of \$200.00 if the monthly rental is more that fifteen (15) days late.

21. The second, third, fourth and fifth years of this Lease are subject to the availability and appropriation annually of sufficient funds as may be required to meet Tenant's obligations on behalf of SJTPO for the second, third, fourth and fifth years of this Lease. In the event that adequate funding is not provided to Tenant from any source in its annual budget for fiscal year 2021 through 2026, Tenant shall have the right to cancel this Lease except in accordance with the recitals hereof. In such event, Tenant agrees to vacate the premises by the last day of the term for which funding is available. Tenant agrees to notify Landlord within five (5) days after learning that adequate funding will not be available.

22. This Lease constitutes the entire agreement between the parties with respect to the leasing of the premises. There are no oral promises, conditions, representations, understandings or terms of any kind otherwise in effect between the parties that are not set forth in this lease agreement.

IN WITNESS WHEREOF, the parties have executed this Subcontract Agreement the day and year first above written.

**ATTEST:**

**SOUTH JERSEY TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
(SEAL)

By \_\_\_\_\_

**ATTEST:**

**PISCES PROPERTIES, LLC (Landlord)**

\_\_\_\_\_  
(SEAL)

By \_\_\_\_\_

By \_\_\_\_\_      \_\_\_\_\_  
Executive Director, SJTPO      Date

This project is consistent with the fiscal year 2021 SJTPO Unified Planning Work Program.

**SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

**RESOLUTION 2005-14: Authorizing to Execute Lease Agreement with Pisces Properties, LLC for Office Space**

**WHEREAS, The South Jersey Transportation Planning Organization (SJTPO) is the Metropolitan Planning Organization (MPO) designated under Federal Law for the southern region of New Jersey including Atlantic, Cape May, Cumberland, and Salem Counties; and**

**WHEREAS, SJTPO's existing five (5) year office lease will expire on August 24, 2020; and**

**WHEREAS, Pisces Properties, LLC has offered an additional three (3) year lease term with two (2) one (1) year extension options in the amount of \$73,060 annually, for a total increase of 4% or \$2,808.00; which was included in their April 1, 2020 proposal; and**

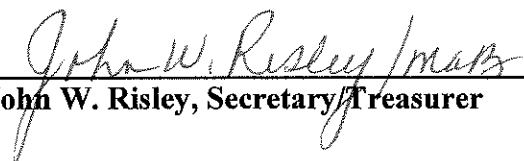
**NOW, THEREFORE, BE IT RESOLVED, that the Policy Board of the South Jersey Transportation Planning Organization hereby approves the staff recommendation of leasing 4,080 sq. ft. of office space from Pisces Properties, LLC, located at 782 South Brewster Road, Building B, Units 5 and 6; and**

**BE IT FURTHER RESOLVED, that SJTPO Counsel has reviewed the proposed lease agreement and finds it acceptable; and**

**BE IT FURTHER RESOLVED, that the Policy Board requests that the South Jersey Transportation Authority execute the appropriate contractual arrangements with the landlord on behalf of the SJTPO.**

**Certification**

**I hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Policy Board of the South Jersey Transportation Planning Organization at its meeting of May 26, 2020.**

  
**John W. Risley, Secretary/Treasurer**

## **SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

**ITEM 2005-15: Authorization to Execute Sublease Agreement by and Between the South Jersey Transportation Authority and the South Jersey Economic Development District (SJEDD)**

### **PROPOSAL**

On August 24, 2020, SJTPO's current five (5) year Lease Agreement with Pisces Properties, LLC for the office located at 782 South Brewster Road, Units B5 and B6, Vineland will expire. The execution of a new Lease Agreement will begin August 24, 2020 through August 24, 2025. The Lease Agreement is included as an Exhibit to the Collaborative Agreement between the South Jersey Transportation Planning Organization and the South Jersey Economic Development District. SJTPO staff is requesting authorization of an additional five (5) year Sublease Agreement for dates to coincide with the newly executed Lease Agreement.

### **BACKGROUND**

On July 17, 2014, a Collaborative Agreement between the South Jersey Transportation Planning Organization and the South Jersey Economic Development District was executed. This Agreement duration was to expire two (2) years after the execution date, with two mutually agreeable two-year extension options.

On July 27, 2015, the Policy Board approved authorization to Execute a Sublease Agreement with SJEDD for an additional five (5) year lease term to begin August 24, 2015 through to August 24, 2020.

Therefore, in order to coincide with the new Lease Agreement with Pisces Properties, LLC, a new Sublease Agreement between the South Jersey Transportation Planning Organization and the South Jersey Economic Development District will need to be executed for the sublease term of August 24, 2020 through to August 24, 2025.

**PISCES PROPERTIES, LLC**

**782 S. Brewster Road, Unit B4B**

**Vineland, NJ 08361**

**856/696-2686**

\*\*\*\*\*

**May 12, 2020**

**Executive Director of the South Jersey Transportation Authority  
PO Box 351  
Hammonton, NJ 08037**

**Re: Sublease Agreement between South Jersey Transportation Authority and  
South Jersey Economic Development District  
Units B5 and B6, 782 South Brewster Road, Vineland, NJ 08361**

**Dear Sir/Madam:**

**Please allow this letter to serve as the written consent of Pisces Properties, LLC to acknowledge and accept the above described sublease between the South Jersey Transportation Authority and The South Jersey Economic Development District and allowing the sublet of our above named property. This written consent is given pursuant to Paragraph 15 of the Lease Agreement between Pisces Properties, LLC and the South Jersey Transportation Authority dated August 17, 2015.**

**Very Truly Yours,**

  
**Daniel Kuzmich, Managing Member**

**Cc: Jennifer Marandino, PE, Executive Director, South Jersey Transportation  
Planning Organization  
AND  
Louis Joyce, Executive Director, South Jersey Economic Development  
District**

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Sublease”) is made by and between **SOUTH JERSEY TRANSPORTATION AUTHORITY** (hereinafter called “SJTA” or “Sublessor”), which is the administrative host of the **SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION** (“SJTPO”) and the **SOUTH JERSEY ECONOMIC DEVELOPMENT DISTRICT** (referred to as “SJEDD” or “SubLessee”), collectively known as “the Parties”.

### B A C K G R O U N D

A. Sublessor currently rents office space from Pisces Properties, LLC (“Pisces”) located at 782 S. Brewster Road, Units B5 and B6, Vineland, New Jersey 08361 (the “Property”) on behalf of SJTPO, which is the federally designated metropolitan planning organization for Southern New Jersey; and

B. Sublessor rents the Property pursuant to the terms of a certain Lease Agreement with Pisces dated August \_\_\_\_, 2020 (the “Master Lease”), which is fully incorporated herein by reference and attached as **Exhibit “A”** hereto; and

C. The Term of the Master Lease is five (5) years running from August 25, 2020 and ending August 24, 2025; and

D. The express terms of the Master Lease allow Sublessor the right to sublet the Property after first obtaining Pisces’s written consent; and

E. Sublessor is authorized to enter into contracts on behalf of SJTPO as SJTPO’s administrative host; and

F. SJEDD was created in 1984 and subsequently authorized to serve as the responsible entity for regional economic development strategy and planning for the geographic region comprised of Atlantic County, Cape May County, Cumberland County and Salem County, which is the same geographic region served by SJTPO; and

G. SJTPO has entered into a certain Collaborative Agreement dated July 17, 2014 (the “Collaborative Agreement”) with SJEDD, which contemplates Sublessor subleasing a portion of the Property currently utilized by SJTPO to SJEDD for SJEDD to use as administrative office space for its governmental economic development strategy and planning purposes; which is fully incorporated herein by reference and attached as **“Exhibit B”** hereto; and

H. SJEDD is desirous of sub-leasing from Sublessor the office space within the Property described in Article G above and Section 2(a) of Exhibit B (the “Premises”), upon the terms and conditions set forth below.

The foregoing Articles A through H and the Exhibits attached hereto and referred to herein, are hereby acknowledged to be true and accurate, and are incorporated herein by this reference. In consideration of the mutual covenants set forth in Articles A through H above, each of which is specifically adopted and approved as a part of this Sublease as if set forth below; and in further consideration of the mutual covenants set forth below, the Parties intending to be legally bound agree as follows.

1. **THE PREMISES**

1.1. Sublessor agrees to sublease to SubLessee, and SubLessee agrees to rent from Sublessor the Premises. The Premises, which consists of one office, is approximately 145 square feet.

2. **LEASE COMMENCEMENT DATE**

2.1. The “Sublease Commencement Date” shall be August 25, 2020.

3. **TERM**

3.1. Subject to the terms, conditions, and provisions of this Sublease and the Master Lease, this Sublease Agreement shall commence on the Sublease Commencement Date and shall terminate on August 24, 2025.

4. **MINIMUM RENT/UTILITIES**

4.1. SubLessee shall pay to Sublessor Minimum Nominal Rent as follows:

**\$250.00 per month due the 1<sup>st</sup> day of each month (the “Rent Amount”0.**

4.2 Utilities

4.2.1 The parties recognize that it is not cost effective to install separate meters on the Premises to gauge SubLessee’s usage of water, electric, gas and any other utilities that may be available and that the cost of such utilities is incorporated into the Rent Amount.

5. **LATE CHARGE**

Whenever the term “rent” or “Rent” is used in this Lease, it shall mean and include all payments required to be made by the SubLessee to the Sublessor. All Rent shall be paid to the Sublessor on or before the date due without notice or demand and without abatement, deduction, or set-off, in lawful money of the United States, at the office of Sublessor set forth in the article relating to notices below. If any installment of Rent is not paid on or before the date due, SubLessee shall pay a late charge of \$25.00 after it is ten (10) days in arrears. In the event of an “Event of Default”, interest shall accrue at the rate of eighteen percent (18%) per annum and shall be paid by SubLessee on all Rent which was not paid on or before the due date.

6. **USE OF THE PROPERTY**

6.1. SubLessee shall only use the Property for purposes directly and exclusively related to SubLessee’s governmental economic strategy and planning activities.

6.2. SubLessee shall not use, or occupy, or permit the Premises or any part thereof, to be used or occupied for any unlawful purpose, nor in any manner which is in violation of any present or future governmental law or regulation.

6.3. If SubLessee's use of the Premises causes an increase in the cost of insurance for the Property, then anything herein to the contrary notwithstanding, SubLessee shall be responsible for the entire cost of such increase.

6.4. SubLessee shall promptly comply with all laws, ordinances and other regulations or requirements issued by any governmental authority having jurisdiction concerning Sub-Lessee's use of the Premises as set forth above. It is specifically understood and agreed that it is SubLessee's obligation to obtain any and all governmental permits, approvals, or licenses, including, without limitation, municipal approvals, approvals required under the New Jersey Land Use Act, and/or mercantile licenses which may be required by SubLessee's use of the Premises.

7. **SUBLESSEE'S UTILITIES/HVAC**

Sublessor shall not be liable to SubLessee for any damages should the furnishing of utilities or the public sewers be interrupted or required to be terminated or interrupted, nor shall any such interruption or cessation relieve SubLessee of the performance of SubLessee's obligations under this Sublease.

8. **INSPECTION**

Sublessor shall have the right, from time to time, at reasonable hours, and without interference with the operation of the business of the SubLessee, to enter upon the Premises for the purpose of inspecting same and for the purpose of showing same to prospective purchasers, and in order to determine whether the SubLessee is fulfilling its obligations hereunder.

9. **CONDITION OF PROPERTY - REPAIRS, REPLACEMENTS AND ALTERATIONS**

9.1. SubLessee has had the opportunity to inspect the Premises and accepts same "as is, where is", and with no representations, covenants, or warranties by Sublessor respecting the Premises, its use or condition, the quality of title thereto, except as may be expressly set forth in this Lease.

9.2. SubLessee shall keep and maintain the Premises in a clean and orderly condition, free of fumes and odors and of accumulation of dirt, garbage and rubbish.

9.3. The SubLessee shall make no improvements, additions or alterations to the Premises.

10. **INDEMNIFICATION**

10.1. SubLessee, with respect to itself and its agents, employees, servants and invitees, hereby expressly assumes and agrees to defend, at Sublessor's option, indemnify and hold harmless Sublessor

from and against all claims and liabilities arising directly, or indirectly, from injury or damage to persons and property, either proximate or remote, by reason of the present or future condition or use of the Premises, or the actions or failure to act of SubLessee, or those acting on its behalf. SubLessee will indemnify and hold harmless Sublessor of, from, and against any and all liability, loss, cost or expense (including reasonable attorney's fees), suits, claims, and actions of every kind, by reason of any breach, violation, or non-performance by SubLessee of any term or provision of this Sublease or arising out of, or by reason of, the occupancy by SubLessee or the conduct of SubLessee's business.

10.2. Sublessor, with respect to itself and its agents, employees, servants and invitees, hereby expressly assumes and agrees to indemnify and hold harmless SubLessee of, from, and against any and all liability, loss, cost or expense (including reasonable attorney's fees), suits, claims, and actions of every kind, incurred in connection with or arising from any losses, caused by the gross negligence or willful misconduct of Sublessor.

## 11. **INSURANCE**

11.1. At all times during the Term, SubLessee shall maintain in full force and effect insurance in the types and amounts specified in Paragraph 12 of the Collaborative Agreement in standard form generally in use in the State of New Jersey with insurance companies that are: a) satisfactory with Sublessor and b) authorized to do business in the State of New Jersey.

## 12. **CONDEMNATION**

If the whole, or any part of the Premises (other than a de minimus portion which would not affect the use of the property and for which the SubLessee would not claim any reduction in rent), shall be taken by any public entity under the power of eminent domain or in any form of condemnation proceeding, then this Sublease, at the option of Sublessor, shall terminate as of the date of such taking; and the SubLessee shall have no right or claim to any portion of any amount which the Sublessor may receive as a result of the eminent domain or condemnation proceeding. The SubLessee shall vacate the Premises, remove its personal property therefrom and deliver peaceable possession to Sublessor. Anything herein to the contrary notwithstanding, in the event of a partial taking which does not materially interfere with SubLessee's use of the Premises, this Sublease shall not terminate but shall be continued upon the terms and conditions set forth herein provided that under no circumstances shall the SubLessee have any claim or right to any portion of the amount paid to the Sublessor.

## 13. **SUBLESSEE'S USE OF THE PARKING LOT**

The SubLessee has been advised that its employees and invitees may use the parking lot which is adjacent to the Premises.

## 14. **SECURITY DEPOSIT**

No security deposit has been required from the SubLessee under this Sublease.

15. **SUBLETTING, ASSIGNMENT OR TRANSFER OF CONTROL**

15.1. SubLessee shall not transfer or assign this Sublease or any interest created hereunder, or sublet the Premises, or any part thereof, or permit the use or occupancy of the Premises, or any part thereof, by anyone (except agents and servants of SubLessee) without the prior written consent of the Sublessor and Pisces.

15.2. In the event that Sublessor and Pisces do consent to the assignment of this Sublease, or subletting of the Premises, the liability of the SubLessee hereunder shall survive any assignment, or subletting, and such liability shall be unaffected by any waiver or extension of time which Pisces and/or Sublessor may grant to any assignee or sublessee for the payment of rent or other charges due hereunder for the performance of any other Term, covenant and condition of this Sublease.

16. **DEFAULT**

SubLessee shall be in default under this Sublease upon the happening of any one or more of the following Events of Default:

16.1. The making by SubLessee of a general assignment of all of its assets for the benefit of its creditors;

16.2. The levying on, or against, the property of SubLessee of a writ of execution or attachment which is not released or discharged within 30 days thereafter;

16.3. In the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of the SubLessee, or for its adjudication as bankrupt or insolvent, or for the appointment of a receiver of the property of SubLessee and the proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein is not discharged within 30 days after the institution of said proceedings;

16.4. The doing or permitting to be done by SubLessee of any act which creates a mechanic's lien or claim therefor against the Premises which is not released or otherwise provided for by indemnification satisfactory to Sublessor within 30 days thereafter;

16.5. The failure of SubLessee to pay within thirty (30) days of the date due any installment of Rent or other charge or money required under the terms of this Sublease to be paid by the SubLessee.

16.6. The breach or failure by SubLessee to perform any of its obligations under this Sublease, other than regarding the payment of money, within thirty (30) days after written notice or if such breach is not capable of being cured within thirty (30) days, then such longer period of time as reasonably required provided SubLessee commences and diligently pursues cure within such thirty (30) day period.

17. **REMEDIES**

In addition to any and all remedies available to Sublessor by law, in the event of the occurrence of an Event of Default, Sublessor shall have the following remedies:

17.1. Sublessor may, at their option, upon three (3) days written notice to SubLessee, terminate this Sublease, and in such event this Sublease shall be deemed to be terminated as if it had expired at the end of the Term, and the SubLessee shall then quit and surrender the Premises to Sublessor, but SubLessee shall remain liable for all Rent, damages, and other charges due to Sublessor as set forth herein. Upon such termination, Sublessor may re-enter the Premises with or without process of law, and remove all persons and property therefrom, and Sublessor shall not be liable for damages, or otherwise, by reason of re-entry or termination of this Sublease. Notwithstanding such termination by the Sublessor, the whole of the Rent then remaining unpaid for the Term hereof shall, at Sublessor's option, thereupon become due and payable forthwith, and the liability of the SubLessee for the Rent and other charges provided for in this Sublease shall not be relinquished, diminished or extinguished for the balance of the Term of this Sublease. It is further agreed that SubLessee will pay, in addition to the Rent and other sums agreed to be paid hereunder, reasonable attorneys' fees to enforce the provisions of this Sublease or the collection of the Rent due to Sublessor hereunder. Any property belonging to the SubLessee, or to any persons holding by, through, or under the SubLessee, or otherwise, found upon the Premises, may be removed therefrom and stored in any public warehouse at the cost of, and for the account of, the SubLessee. If SubLessee should abandon, vacate, or surrender the Premises, or be dispossessed by process of law, any personal property left upon the Premises shall be deemed abandoned at the option of the Sublessor.

17.2. Sublessor, at its option, may re-let the whole or any part or parts of the Premises at any time or from time to time to such Sublessee or Sublessees for such term or terms ending before, or after, the termination date of this Sublease, at such rent or rentals, and upon such other conditions, which may include concessions and free rent periods, as Sublessor, in its sole discretion, may determine to be appropriate. In the event of such re-letting, Sublessor shall not be liable for the refusal or failure to collect any Rent due upon such re-letting, and no such refusal or failure shall operate to relieve SubLessee of any liability under this Sublease.

17.3. SubLessee shall also be liable for and shall pay to Sublessor, as damages, any deficiency (the "Deficiency") between the Rent and other charges due hereunder for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any re-letting for any part of such period. In determining the net amount of rents collected, there shall be deducted all of the Sublessor's expenses in connection with the termination of this Sublease, Sublessor's re-entry upon the Premises and with such re-letting, including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Premises for such re-letting. Any such Deficiency shall be paid in monthly installments by SubLessee on the day specified in this Sublease for the payment of Minimum Nominal Rent. Sublessor shall be entitled to recover from SubLessee each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublessor's right to collect the Deficiency for any subsequent month by a similar proceeding.

17.4. The Parties each waive trial by jury in any action, proceeding, or counterclaim brought by any of the parties against the other on any matters whatsoever arising out of, or in any way connected with, this Sublease, the relationship of the Parties, and/or SubLessee's use or occupancy of the Premises. It is mutually agreed that in the event Sublessor or Pisces commences any action for possession, SubLessee will not make application to remove the matter to Superior Court, Law Division, by imposing any counterclaim of whatever nature or description in any such proceedings for possession. The provisions of this article shall survive the expiration or earlier termination of this Sublease.

18. **CURE**

In the event of an Event of Default by SubLessee, Sublessor may immediately, or at any time thereafter, after notice, cure such breach for the account of, and at the expense of the SubLessee, but no such cure shall waive or cure the SubLessee's breach. If the Sublessor at any time, by reason of such breach, is compelled to pay, or reasonably elects to pay, any sum of money or do any act which will reasonably require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees in instituting or prosecuting any action or proceedings to enforce the Sublessor's rights hereunder, the sum or sums so reasonably paid by the Sublessor, with interest thereon at the rate of one percent (1%) above the prime rate as published in THE WALL STREET JOURNAL from the date of payment thereof, by the Sublessor to the date of repayment by the SubLessee shall be deemed to be Additional Rent hereunder and shall be due from the SubLessee to the Sublessor within thirty (30) days of invoice therefor.

19. **RIGHTS CUMULATIVE**

All rights and remedies of the Sublessor hereunder enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises. No course of dealing, forbearance, waiver or extension of time shall operate or be deemed to be effective for any other occasion than that with respect to which it was expressly granted. Should the Sublessor be in default under the terms of this Lease, the Sublessor shall cure such default within thirty (30) days after written notice, or if such default is not capable of being cured within thirty days, then such longer period of time as reasonably required, provided Sublessor commences to cure within such thirty day period.

20. **QUIET ENJOYMENT**

Sublessor covenants that SubLessee on paying the Rent and performing the covenants and conditions contained herein shall and may peaceably and quietly have, hold and enjoy the Premises during the Term of this Sublease, with the express understanding that some portions of the Premises will be jointly occupied, used and possessed by SubLessee and Sublessor.

21. **NON-LIABILITY OF SUBLESSOR.**

Except to the extent caused by Sublessor's negligence, Sublessor shall not be liable for any damage or injury which may be sustained by the SubLessee, or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains,

gutters, or the like, or of the electrical, gas, air conditioning, sprinkler or heating systems, or other mechanical systems, or by reason of the elements, or resulting from the carelessness, negligence or improper conduct on the part of the SubLessee, any other SubLessee, or this, or any other Sublessor's agent, employees, guests, licensees, invitees, Sublessees, assignees or successors, or attributable to any interference with, interruption of, or failure beyond the control of the Sublessor, or of any services to be furnished or supplied by the Sublessor.

22. **SURRENDER**

SubLessee agrees that at the expiration, or earlier termination of this Sublease, including termination as a result of SubLessee's default or termination as a result of judicial proceedings, to promptly yield up, clean and free of debris, and in at least as good condition of order and repair in which they are required to be kept throughout the Term hereof, the Premises and all buildings, improvements, alterations, and additions thereto, reasonable wear and tear excepted. Any alterations, additions or improvements made to the Premises pursuant to the terms of this Sublease, shall remain upon same and be surrendered with the Premises.

23. **SUBORDINATION**

This Sublease shall be subject and subordinate at all times to the terms of the Master Lease and to the lien of any mortgages and other encumbrances now or hereafter placed upon the Premises and/or Property without the necessity of any further instrument or act on the part of the SubLessee to effectuate such subordination. The SubLessee agrees, at the election of the Sublessor, to assign to the holder of any mortgage to which this Sub-Lease is subordinate.

24. **SUBLESSEE'S CERTIFICATE**

The SubLessee agrees at any time, and from time to time, within fifteen (15) days after the Sublessor's written request therefor, to execute, acknowledge and deliver to the Sublessor a certificate stating that this Sublease is then in full force and effect and has not been modified (or stating the modifications), the dates to which Rent and other charges have been paid, and whether or not to the best knowledge of the signer of such certificate SubLessee is in default.

25. **HOLDING OVER**

If SubLessee shall fail to surrender possession of the Premises in accordance with this Sublease, and remove all of its property therefrom (to the extent permitted by Sublessor), then such holdover period shall be treated as a month-to-month tenancy and on all of the terms and conditions in effect during the final month of the Term of this Sublease, except that the rent and all other sums payable hereunder during any such holdover period shall be two hundred percent (200%) of the rent and all other sums payable hereunder payable by SubLessee during the final year of this Sublease.

26. **BROKERS**

Sublessor and SubLessee represent and warrant to each other that they have had no dealings, negotiations or consultations with respect to the Premises, or any part thereof, for this transaction with any broker or finder and each agrees to indemnify and save the other harmless from and against all costs, fees (including, without limitation, attorney's fees), expenses, liabilities and claims incurred or suffered by the other as a result of a breach or inaccuracy of the foregoing representation and warranty.

27. **ENVIRONMENTAL MATTERS**

SubLessee shall not generate, use, store, or transport any petroleum, toxic, or hazardous substance.

28. **PARTIAL INVALIDITY**

If any clause or provision of this Sublease, or the application thereof to any person, or in any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Sublease, or the application of such clause or provision to persons or in circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and such clause and provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

29. **NOTICES**

All notices, demands, requests and other communication from either party to the other shall be in writing, and shall be hand delivered or sent by the United States certified mail, return receipt requested, by an overnight delivery service such as Federal Express, or by telecopier to the parties as follows:

**AS TO SUBLESSOR:** Stephen Dougherty, Executive Director  
South Jersey Transportation Authority  
P.O. Box 351  
Hammonton, NJ 08037

**WITH COPIES TO:** Jennifer Marandino, P.E., Executive Director  
South Jersey Transportation Planning Organization  
782 S. Brewster Road, Unit B-6  
Vineland, NJ 08361

**and**

Keith A. Davis, Esquire  
NEHMAD PERILLO DAVIS & GOLDSTEIN, P.C.  
4030 Ocean Heights Avenue  
Egg Harbor Township, New Jersey 08234

**AS TO SUBLESSEE:** Executive Director, South Jersey Economic Development District or such other address as the party to receive the notice, or other communication may designate by written notice to the other party. All notices shall be deemed to have been given on the date hand delivered; three days after mailed by certified mail; the day after delivered to a commercial carrier for delivery the following day; or the date telecopied if electronic confirmation of delivery is obtained.

30. **SUBLESSOR'S LIABILITY**

In the event of any transfer of title to the Property, Sublessor shall be relieved from and after the date of such transfer all liability as respects their obligations under this Sublease. Anything herein to the contrary notwithstanding, SubLessee agrees that SubLessee shall look solely to Sublessor's equity in the Premises and the Property for the collection of any judgment or other judicial process requiring the payment of money by the Sublessor in the event of default or breach by the Sublessor, and no other assets of Sublessor shall be subject to levy, execution, or other judicial process for the satisfaction of SubLessee's claims.

31. **NO RECORDING**

The SubLessee shall not file or record this Sublease in the office of the Cumberland County Clerk, or in any other public office, and any attempt to do so shall be an Event of Default hereunder.

32. **MISCELLANEOUS**

32.1. Except as expressly set forth, Sublessor and/or Sublessor's agents have made no warranties, representations, statements, or promises with respect to the Premises or the Property. All agreements and understandings among the parties are merged into this Sublease, which, alone, fully and completely expresses the agreement of the parties and is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied in this lease.

32.2. The covenants, agreements and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto, and to the extent permitted hereunder, their respective successors and assigns.

32.3. This Sublease shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

32.4. The titles of the various articles of this Sublease are intended to facilitate reference and shall not be employed in construction of any provision of this Sublease. This Sublease shall deem to have been drafted collectively by the Parties and their respective counsel and, accordingly, in the event of any dispute regarding the language hereof, there shall be no construction against any party as the drafter.

32.5. This Sublease may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Sublease the day and year indicated below.

**Sublessor:**

**SOUTH JERSEY TRANSPORTATION AUTHORITY**

DATE SIGNED:

By: \_\_\_\_\_

\_\_\_\_\_

**Acknowledged by:**

**SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

DATE SIGNED:

By: \_\_\_\_\_

\_\_\_\_\_

**SubLessee:**

**SOUTH JERSEY ECONOMIC DEVELOPMENT DISTRICT**

DATE SIGNED:

By: \_\_\_\_\_

\_\_\_\_\_

# **EXHIBIT A**

**LEASE AGREEMENT**

**BY AND BETWEEN**

**PISCES PROPERTIES, LLC**

**AND**

**SOUTH JERSEY TRANSPORTATION AUTHORITY**

## LEASE AGREEMENT

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Pisces Properties, LLC., 782 S. Brewster Road, Unit B-4, Vineland, New Jersey 08361, (hereafter called "Landlord") and SOUTH JERSEY TRANSPORTATION AUTHORITY (hereinafter called "SJTA" or "Tenant"), which is the administrative host of the SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION ("SJTPO"), having its principal place of business at P.O. Box 351 in the City of Hammonton, County of Atlantic and State of New Jersey.

WHEREAS, Tenant is desirous of renting office space located at 782 S. Brewster Rd., Units B5 and B6, Vineland, New Jersey, 08361, and that SJTPO is the federally designated metropolitan planning organization (MPO) for Southern New Jersey and SJTA is authorized to enter into contracts on behalf of SJTPO; and

WHEREAS, Tenant is currently leasing said space, and no additional fit out and construction are going to be required for the same, except as set forth in section 3 herein; and

WHEREAS, the funding for said rental is the responsibility of the South Jersey Transportation Authority, funds for which are annually provided by other governmental agencies; and

WHEREAS, it has been disclosed to the Landlord, that funding for said rental is done on an annual basis and is provided by the United States Department of Transportation, through the New Jersey Department of Transportation, which allocates funds through the South Jersey Transportation Authority, which enters into contracts.

On behalf of SJTPO, however, said SJTPO has been in existence since 1993, and it is the desire and intent of the parties that so long as SJTPO is in existence for the term of this Lease or any renewal thereof, that it shall be the obligation of the Tenant, regardless of where funding may be derived from, to inhabit the demised premises.

NOW, THEREFORE, for and in consideration for the mutual promises and undertakings set forth herein, the Partners agree as follows:

### WITNESSETH RECITALS

The foregoing recitals are incorporated as if fully set forth in the text of this Agreement.

1. Landlord hereby leases to Tenant, and Tenant does hereby hire and take from Landlord, the following described premises: 3,480 square feet of office space and floored utility room on second floor at no additional cost, located in the building at 782 S. Brewster Road, Units B5 and B6, Vineland, New Jersey, for the term of five (5) years, subject to the provisions of Paragraph 21 hereof commencing on the 25th day of August, 2020, and ending August 24th, 2025. The leased space is to be used and occupied by the Tenant for the purpose of a governmental transportation planning office.

2. Tenant hereby covenants and agrees with the Landlord that Tenant will:

a. Pay the base annual rent at the rate of \$20.99 per square foot of occupied space in the total sum of \$73,060 per annum, during the term of this lease in equal monthly payments

of \$6,088.33 in advance of the first day of each month OR (2) semi-annual installments in the amount of \$36,530, the first semi-annual rental payment to be made on the first day of the Lease term, and the second semi-annual rental payment to be made on the first day of the seventh month of the Lease term.

b. Permit the Landlord or its agents to enter upon the premises at all reasonable hours for the purpose of examining the same or for the making of necessary repairs to the premises or to the building.

c. Permit the Landlord or its agent to show the premises at any reasonable time, and to place a "for sale" or "for rent" sign on the premises, limited to the last sixty (60) days of the lease term in the event of the failure of Tenant to renew the Lease.

d. Repair such damage to the premises or to the building caused by the negligence of Tenant, employees or agents, except damage by fire or other casualty.

e. Transport all bagged trash to dumpster provided by landlord. All cardboard boxes to be broken down before placement in dumpster.

f. Tenant agrees to abide by the rules and regulations of the Madison Square Condominium Association's by laws and rules to be provided to tenant.

g. Tenant to maintain sidewalk in front of units; i.e, snow, debris, ice, etc.

h. Tenant agrees to maintain "Tenant's" insurance policy with standard coverage for liability/loss/equipment, etc. and to provide evidence of same to landlord prior to commencement of occupancy.

3. The Landlord hereby covenants and agrees with the Tenant as follows:

a. Landlord will provide landscaping, snow removal, interior and exterior maintenance, cold water, sewer, parking lot lighting and parking lot maintenance.

b. Landlord will also pay real estate taxes, and monthly condo fees.

c. Tenant will be responsible for electric, heat, and janitorial services.

d. Landlord will, subject to the provisions of Paragraph 2d, carry out all repairs to the entire premises, both exterior and interior, including repairs to the mechanical systems and floor coverings.

e. Landlord will provide adequate parking facilities and will reserve (9) parking spaces for Tenant's use, and at its own expense keep the parking lot in good repair and reasonably free from ice, snow and trash.

f. Landlord agrees, upon the request of Tenant, and at Landlord's sole expense, to replace carpeting in any private office or conference room that may contain stains or that are generally worn during the five-year term. Landlord agrees, at Landlord's sole expense, to install kitchen counter tops with bottom cabinets, as well as, shelving

alongside of the refrigerator, to provide extra storage, by or before December 31, 2020. Landlord also agrees to provide kickplates on both entry doors by or before December 31, 2020. Landlord, at the request of Tenant, has already provided a new interior window within the office. The countertops and shelving to be installed by Landlord under this subsection shall be of a color and type that is selected by Tenant.

g. Landlord agrees, at Landlord's sole expense, to repaint the entire leased space by no later than December 31, 2020. The paint to be used by Landlord under this subsection shall be the same as the existing color.

4. Upon the Tenant paying the rent agreed and performing the covenants herein contained, Tenant shall enjoy peaceable possession of the premises without disturbance from the Landlord.

5. All counters and other removable fixtures (other than lighting fixtures) placed on the premises by Tenant may be removed by Tenant at the expiration of the Lease, provided that any damage caused by removal shall be repaired at the Tenant's expense. Any partitions or non-removable fixtures installed by the Tenant shall become the property of the Landlord unless Landlord shall elect to have Tenant remove the same at Tenant's expense.

6. Should the premises be damaged by fire or other casualty so as to render the Tenant's area partially or wholly unfit for occupancy, the following shall apply:

a. If the damage cannot reasonably be repaired within 90 days after the date thereof, either party may terminate this Lease as of the date of the damage by notice to the other given within 90 days after such damage and in that case the Tenant shall immediately surrender the premises to the Landlord and shall pay rent accrued to the date of damages, but shall not be entitled to any damages or compensation.

b. If the damage can reasonably be repaired within 90 days after the date thereof, or if neither the Tenant nor the Landlord have given notice of termination pursuant to the provisions of clause (a), the Landlord shall forthwith carry out with due diligence the repair thereof, and this Lease shall continue in full force and effect save that the rent hereby reserved shall abate in the proportion that the uninhabitable part of the demised premises bears to the entire premises, until the repairs have been completed.

7. In the event that the Landlord shall default in the performance of any of its covenants under this Lease, the Tenant shall give Landlord thirty (30) days' written notice within which to cure such default, and may thereafter, but shall not be obliged to, cure the default at its own expense, and shall have the further right to deduct the cost thereof from the rental payments next accruing. If such default consists of failure to carry out repairs which cannot reasonably be completed within the said period of thirty (30) days, it shall be deemed to be cured if the Landlord shall commence the necessary repairs within the said period and shall diligently prosecute the repairs thereafter.

8. If default be made by the Tenant in the payment of rent herein reserved or any part thereof for thirty (30) days or if default be made in any of the other covenants and agreements herein contained to be kept by the Tenant and the Tenant shall not have commenced the cure such default within thirty (30) days after notice to the Tenant in writing by the Landlord, then it shall be lawful for the Landlord, at the Landlord's election, to declare said term ended and to declare the rent

immediately due for the balance of the term and to re-enter the premises of any part thereof either with or without process of law, and to expel, remove, and put out the Tenant, or any person or persons occupying the same, using such force as may be necessary so as to repossess and enjoy the premises as before this demise, without prejudice to the Landlord's right of action in respect of arrears of rent or any antecedent breach of covenant.

9. The Landlord shall pay all taxes, assessments and charges imposed upon the premises, provided that the Tenant shall pay all license fees and taxes imposed in connection with the particular business of the Tenant or with any form of equipment used by the Tenant in the premises.

10. Should the Tenant wish to remain in occupancy longer than the five (5) year term, Tenant must notify landlord of Tenant's intent not less than sixty (60) days prior to end of the lease term, and the Landlord has the option to extend lease for another five (5) year term. Written notice will be given to Tenant ninety (90) days prior to the end of the lease term allowing tenant time to respond within the sixty (60) day time requirement.

11. Whenever, under the terms of this Lease, notice is required to be given by either party to the other, notice shall be deemed to be given of date of mailing by certified mail, return receipt requested, to the Landlord at 782 S. Brewster Rd, Unit B-4, Vineland, New Jersey, 08360 and to the Executive Director, South Jersey Transportation Authority, P.O. Box 351, Hammonton, NJ 08037 and to South Jersey Transportation Planning Organization at 782 S. Brewster Rd., Units B5 and B6, Vineland, New Jersey, 08361; provided, however, that such addresses may be changed upon five (5) day notice.

12. This Lease shall be subject and subordinate at all times to the lien of any mortgages now or hereafter placed on the land and buildings of which demised premises form a part without the necessity of any further instrument or act on the part of the Tenant to effectuate such subordination, provided, however, the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments evidencing such subordination of this Lease to the lien of any such mortgage of mortgages as shall be desired by any mortgagee of proposed mortgagee. The Tenant hereby appoints the Landlord the attorney-in-fact of the Tenant irrevocably, execute and deliver any such instrument or instruments for and in the name of the Tenant.

13. If the amount of the real property taxes levied or assessed against the land and building of which the leased premises form a part shall exceed in any lease year the amount of such final taxes for the year this Lease began, Tenant shall pay that portion of such excess equal to the product obtained by multiplying said excess by a fraction, the numerator of which shall be the square foot area of the leased premises, and the denominator of which shall be the total rentable square foot area of the building in which the demised premises are situated. The tax year of any lawful authority commencing during any lease year shall be deemed to correspond to such lease year. The additional rent provided for herein shall be paid by Tenant within twenty days after demand by Landlord. A tax bill submitted by Landlord to Tenant shall be sufficient evidence of the amount of taxes assessed or levied against the parcel to which such bill relates.

In the event of the imposition of any new taxes or assessments imposed upon Landlord related to the operation of the demised premises after the date of this Lease, said taxes shall be paid by Tenant in the same manner as a tax increase.

In the event that there shall be an increase in the rate for water, condominium fees, insurance, and trash removal from dumpster by Landlord over that in effect on the date this Lease was signed, Tenant shall pay Landlord its proportional share of any and all such increases based upon the ratio set forth for computing tax escalations shown above and payable every six months upon demand and submission of proof of such rate increase. Said increase not to exceed current CPI.

14. Landlord hereby expressly releases and discharges Tenant, its servants, agents and employees, from any claim or cause of action for any loss or damage whatsoever arising out of any negligence of alleged negligence of the Tenant, its servants, agents of employees, resulting in any fire, smoke or explosion in building or premises, it being the intention of the parties that the Landlord shall look only to its insurance carrier for payment of such loss.

15. Tenant shall have the right to assign this lease or to sublet the total premises after first obtaining the written consent of the Landlord, which consent shall not be unreasonable withheld.

16. The Tenant acknowledges and understands that the leased premises are contained in a non-smoking building, which shall be posted in the demised premises.

17. Tenant hereby expressly releases and discharges Landlord, its servants, agents and employees from any claim or cause of action for any loss or damage whatsoever arising out of any negligence or alleged negligence of the Landlord, its servants, agents or employees, resulting in any fire, smoke or explosion in building or premises, it being the intention of the parties that the Tenant shall look only to its insurance carrier for payment of such loss.

18. The word "Landlord" as used herein shall wherever the context is applicable mean and extend to the Landlord, his heirs, executors, administrators, successors and assigns; the word "Tenant" as used herein shall wherever the context is applicable mean and extend to the Tenant, its successors and permitted assigns. The singular and plural as well as gender of the parties shall be interchangeable as may be required.

19. Tenant shall deposit one-twelfth of the annual rental with Landlord as a security deposit, which sum shall be deposited in an interest-bearing account. Landlord acknowledges receipt of the security deposit.

20. There will be no late charge provided rent is paid on a semi-annual basis. In the event the same is not paid on a semi-annual basis, there shall be a late charge of \$200.00 if the monthly rental is more that fifteen (15) days late.

21. The second, third, fourth and fifth years of this Lease are subject to the availability and appropriation annually of sufficient funds as may be required to meet Tenant's obligations on behalf of SJTPO for the second, third, fourth and fifth years of this Lease. In the event that adequate funding is not provided to Tenant from any source in its annual budget for fiscal year 2021 through 2026, Tenant shall have the right to cancel this Lease except in accordance with the recitals hereof. In such event, Tenant agrees to vacate the premises by the last day of the term for which funding is available. Tenant agrees to notify Landlord within five (5) days after learning that adequate funding will not be available.

22. This Lease constitutes the entire agreement between the parties with respect to the leasing of the premises. There are no oral promises, conditions, representations, understandings or terms of any kind otherwise in effect between the parties that are not set forth in this lease agreement.

IN WITNESS WHEREOF, the parties have executed this Subcontract Agreement the day and year first above written.

**ATTEST:**

**SOUTH JERSEY TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
(SEAL)

By \_\_\_\_\_

**ATTEST:**

**PISCES PROPERTIES, LLC (Landlord)**

\_\_\_\_\_  
(SEAL)

By \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
**Executive Director, SJTPO**

This project is consistent with the fiscal year 2021 SJTPO Unified Planning Work Program.

# **EXHIBIT B**

**COLLABORATIVE AGREEMENT**

**BY AND BETWEEN**

**SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

**AND**

**SOUTH JERSEY ECONOMIC DEVELOPMENT DISTRICT**

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COLLABORATIVE AGREEMENT

by and between the

SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION

AND

THE SOUTH JERSEY ECONOMIC DEVELOPMENT DISTRICT

Dated: July 17, 2014

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Prepared by: Keith A. Davis, Esq.

NEHMAD PERILLO & DAVIS, P.C.  
Counsel for South Jersey  
Transportation Planning Organization

## COLLABORATIVE AGREEMENT

THIS COLLABORATIVE AGREEMENT ("Agreement"), dated this 17 day of July, 2014, by and between the South Jersey Transportation Planning Organization ("SJTPO"), and the South Jersey Economic Development District ("SJEDD"):

### RECITALS

1. SJTPO is a federally funded Metropolitan Planning Organization created by the Intermodal Surface Transportation Efficiency Act ("ISTEA") of 1991, Title 23 U.S.C. § 134 (b)(5), Title III Federal Transportation Act Amendment of 1991, with main offices located at 782 S. Brewster Road, Unit B-6, Vineland, New Jersey 08361;

2. SJEDD is a federally funded New Jersey non-profit corporation organized under N.J.S.A. 15A:3-1 and is federally authorized as an established Certified Development Corporation in order to serve as the regional Economic Development District for southern New Jersey pursuant to 42 U.S.C. §3121 et seq., with main offices located at 275 North Delsea Drive, 2<sup>nd</sup> Floor, Vineland, New Jersey 08360;

3. SJTPO was designated by the Governor of the State of New Jersey in 1993 to serve as the responsible metropolitan planning organization for the geographic region comprised of Atlantic County, Cape May County, Cumberland County and Salem County;

4. SJEDD was created in 1984 and subsequently authorized to serve as the responsible entity for regional economic development strategy and planning for the geographic region comprised of Atlantic County, Cape May County, Cumberland County and Salem County;

5. SJTPO and SJEDD serve the same geographical region of southern New Jersey in order to collectively fulfill the dual Federal mandates of promoting and developing transportation plans/strategies and economic development plans/strategies, respectively;

6. SJTPO and SJEDD desire to share certain resources, including office space, administrative support services, information technology ("IT") support and a photocopier/facsimile machine; and

7. Through this Agreement, it is the intention of the parties to cooperate and collaborate with one another in order to share the aforementioned resources in order to more expeditiously and efficiently accomplish their respective Federal mandates for the South Jersey region;

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, and pursuant to all applicable federal, state, and local laws, statutes, codes or ordinances, SJTPO and SJEDD do hereby agree as follows:

## AGREEMENT

### 1. BASIC TERMS OF AGREEMENT.

a. Pursuant to the Recitals above, which are hereby expressly incorporated into this Agreement, SJTPO and SJEDD agree to share certain office space and administrative support functions in collectively carrying out both the Federally-mandated metropolitan planning process and regional economic development planning process.

b. This Agreement **only** addresses the sharing of: 1) certain office space within SJTPO's offices; 2) administrative support provided by SJTPO to SJEDD; 3) IT support provided by SJTPO to SJEDD; and 4) the sharing of SJTPO's photocopier/facsimile machine with SJEDD. This Agreement does **not** address funding or the sharing of any other goods, services or other functions between SJTPO and SJEDD. Funding will be the responsibility of each party for their own duties and obligations, and may be the subject of a future agreement(s) between the parties at a later date.

c. This Agreement may be amended from time to time to incorporate additional shared functions in writing executed by both parties.

### 2. SUBJECT OF AGREEMENT.

a. **SJEDD Employee Office Space:** For the term of this Agreement, SJTPO agrees to lease office space within SJTPO's headquarters to SJEDD for one (1) SJEDD employee. SJTPO shall select the office space to be leased to SJEDD in its sole discretion. The SJEDD employee utilizing the office space provided by SJTPO will be chosen by the SJEDD in its sole discretion. The office space to be provided by SJTPO to SJEDD shall contain reasonable storage space to be utilized by SJEDD.

The SJTPO Executive Director is to contact the SJEDD Executive Director <sup>CHAIRMAN</sup> ~~immediately~~ if there is a disciplinary problem with the SJEDD employee utilizing the SJTPO office space. SJEDD is responsible for addressing any disciplinary actions. However, if any workplace-related policy, procedure, or rule of SJTPO or the SJTPO's host organization, the South Jersey Transportation Authority ("SJTA"), is violated, SJTPO and/or SJTA may discipline the SJEDD employee with the consent of the SJEDD Executive Director.

b. **Sub-Lease Agreement:** SJTPO shall prepare and both parties shall execute a separate, written Sub-Lease Agreement concerning the SJEDD's use of the SJTPO-provided office space containing reasonable terms and conditions as a condition of this Agreement.

c. **SJEDD Telephone Calls:** For the term of this Agreement, SJTPO agrees to provide one (1) office telephone line for the SJEDD employee utilizing the office space provided by SJTPO under this Agreement. All incoming telephone calls intended for the SJEDD employee will first go to SJTPO's main switchboard and will then subsequently be re-routed to the internal office telephone line of the SJEDD employee. The SJEDD employee shall also receive all telephone calls intended for the SJEDD Executive Director in his/her absence.

d. **Public Records:** All public recordkeeping functions of SJTPO and SJEDD shall remain the separate and independent responsibility of each party, including but not limited to receiving and responding to any and all public records requests made to each party, including requests made under the federal Freedom of Information Act (“FOIA”) and the New Jersey Open Public Records Act (“OPRA”).

e. **IT Support:** For the term of this Agreement, SJTPO agrees to provide general information technology (“IT”) support for the SJEDD employee utilizing the office space provided by SJTPO under this Agreement, as well as the SJEDD Executive Director when he or she is using SJTPO office space.

f. **SJEDD Use of SJTPO Office Equipment:** For the term of this Agreement, SJTPO agrees to allow the SJEDD employee utilizing the office space provided by SJTPO under this Agreement to use any and all SJTPO office equipment for official SJEDD business only, subject to any restrictions imposed on the use of such office equipment by the SJTPO Executive Director at his/her sole and absolute discretion. All incoming faxes intended for the SJEDD employee will be sent to SJTPO’s general fax number and then delivered to the SJEDD employee. The SJEDD employee shall also receive all fax transmissions intended for the SJEDD Executive Director in his/her absence.

g. **Amendment of Governing Documents:** SJTPO shall incorporate the relevant terms of this Agreement into its Unified Planning Work Program (“UPWP”) beginning with the UPWP for fiscal year 2015. SJEDD shall likewise amend its governing Bylaws in order to reflect and incorporate the terms and conditions of this Agreement.

3. **COSTS.**

No compensation or costs are being paid by either SJTPO or SJEDD under this Agreement with it being understood that both parties are benefitting from the mutual arrangements created through this Agreement.

4. **DURATION OF AGREEMENT.**

This Agreement shall be effective for the period commencing upon the execution date of this Agreement and shall expire on two (2) years after the execution date, with two mutually agreeable two-year extension options.

5. **TERMINATION.**

This Agreement may be terminated, upon ninety (90) days written notice to the other party or parties, as appropriate, as follows:

a. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement upon giving written notice of such termination to the violating party.

b. A party may terminate this Agreement for public convenience at any time by a notice in writing to the other party or parties, as appropriate.

c. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, or to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

**6. LIMITATION OF DELEGATION.**

This Agreement shall not be construed as delegating any authority other than the authority to provide the services and resources described in this Agreement, consistent with the terms and provisions of this Agreement.

Neither the SJTPO nor the SJEDD intend by this Agreement to create any agency relationship or merger it being understood that both entities shall remain separate, independent Federal organizations.

Nothing in this Agreement shall be construed as obligating either party to the other's financial debts, burdens, accounts, bills or other obligations, it being understood that the sole purpose of this Agreement is to share services and for no other purpose.

**7. WARRANTS & REPRESENTATIONS.**

SJTPO and SJEDD both warrant that its representatives who have signed this Agreement on behalf of SJTPO and SJEDD are authorized to do so.

**8. INDEMNIFICATION.**

a. As permitted by law, SJEDD shall indemnify and hold SJTPO harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the SJEDD on SJTPO property in furtherance of this Agreement.

b. SJTPO and SJEDD further agree that it shall give an authorized County representative of all representative Counties of both SJTPO and SJEDD prompt written notice of the filing of each such claim and the institution of each such suit or action.

**9. COMPLIANCE WITH LAWS AND REGULATIONS.**

SJTPO and SJEDD agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its supplying of the resources and/or the performance of the services described in this Agreement.

10. **REVIEWS.**

To comply with federal requirements, SJTPO and SJEDD shall allow representatives of the Federal Government and State of New Jersey to visit the offices of SJTPO and SJEDD periodically, not always with prior notice, to inspect or monitor payrolls, and other data and records pertaining to the services performed and resources provided by SJTPO and SJEDD pursuant to this Agreement.

11. **DISPUTES.**

In the event of a dispute or disagreement as to the obligations of the parties to this Agreement, said dispute or disagreement shall be submitted to the Executive Director of SJTPO for review and determination which shall be final.

12. **INSURANCE.**

a. SJTPO agrees to provide property casualty insurance in the amount of \$1,000,000.00 naming SJEDD as an additional, named insured relating to SJEDD's use of office space provided by SJTPO under this Agreement.

b. SJEDD agrees to post a bond, letter of credit, or other mutually acceptable form of guaranty in the amount of \$1,000,000.00 in favor of SJTPO relating to SJEDD's use of office space provided by SJTPO under this Agreement.

c. Otherwise, at all times during the term of this Agreement, SJEDD and SJTPO shall **separately** maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law including, but not limited to, any casualty, health, Workers' Compensation, all-risk and comprehensive general liability insurance policies.

13. **NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

In the event that any agreement which is contained in this Collaborative Agreement should be breached by any party and thereafter such breach shall be waived by the other party, as appropriate, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

14. **NO PERSONAL LIABILITY.**

No covenant, condition or agreement contained in this Collaborative Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either SJTPO or SJEDD, in his or her individual capacity, and neither the officers, agents or employees of SJTPO nor SJEDD, nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

15. MISCELLANEOUS.


- a. Amendment. This Collaborative Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
- b. Successors and Assigns. This Collaborative Agreement shall inure to the benefit of and shall be binding upon the SJTPO, SJEDD and their respective successors and assigns.
- c. Severability. In the event that any provision of this Collaborative Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- d. Counterparts. This Collaborative Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
- e. Entire Agreement. This Collaborative Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
- f. Further Assurances and Corrective Instruments. The SJTPO and SJEDD shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the services or resources to be provided under this Agreement or to correct any inconsistent or ambiguous term hereof.
- g. Headings. The Article and Section headings in this Collaborative Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Collaborative Agreement.
- h. Non-Waiver. It is understood and agreed that nothing which is contained in this Collaborative Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Collaborative Agreement.
- i. Governing Law. The terms of this Collaborative Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey and the laws of the United States.
- j. Assignability. Neither SJTPO nor SJEDD shall assign, transfer, convey or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest herein to any person, property, company or entity without the express, written consent of both SJTPO and SJEDD.

16. EFFECTIVE DATE.

This Agreement shall be effective as of this 17 day of July, 2014, which date shall be considered the commencement date of this Agreement

ATTEST:

SOUTH JERSEY TRANSPORTATION  
PLANNING ORGANIZATION

  
\_\_\_\_\_

  
\_\_\_\_\_

TIMOTHY G. CHELIUS, PP, AICP,  
EXECUTIVE DIRECTOR

ATTEST:

SOUTH JERSEY ECONOMIC  
DEVELOPMENT DISTRICT

  
\_\_\_\_\_

JAMES B. ARSENAULT, JR., ESQ.  
ACTING SJEDD GEN. COUNSEL


  
\_\_\_\_\_

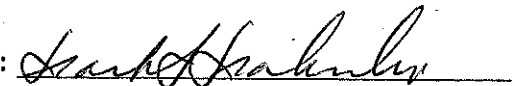
STEPHEN O'CONNOR, INTERIM  
EXECUTIVE DIRECTOR

Acknowledged by:

ATTEST:

South Jersey Transportation Authority  
Host for SJTPO

  
\_\_\_\_\_

BY:   
\_\_\_\_\_

**SOUTH JERSEY TRANSPORTATION PLANNING ORGANIZATION**

**RESOLUTION 2005-15: Authorization to Execute Sublease Agreement by and Between the South Jersey Transportation Authority and the South Jersey Economic Development District (SJEDD)**

**WHEREAS, The South Jersey Transportation Planning Organization (SJTPO) is the Metropolitan Planning Organization (MPO) designated under Federal Law for the southern region of New Jersey including Atlantic, Cape May, Cumberland, and Salem Counties; and**

**WHEREAS, the existing five (5) year Sublease Agreement between the South Jersey Transportation Authority and the South Jersey Economic Development District will expire on August 24, 2020; and**

**WHEREAS, August 24, 2020, the South Jersey Transportation Authority will be entering into a new three (3) year Subcontract Agreement with two (2) one (1) year extension options with Pisces Properties, LLC for the lease of office space located at 782 South Brewster Road, Vineland, NJ; and**

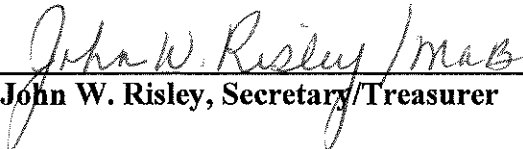
**WHEREAS, the Sublease Agreement be and between the South Jersey Transportation Authority and the South Jersey Economic Development District must coincide with Subcontract Agreement.**

**NOW, THEREFORE, BE IT RESOLVED, that the Policy Board of the South Jersey Transportation Planning Organization hereby authorizes execution of a Sublease Agreement by and between the South Jersey Transportation Authority and the South Jersey Economic Development District; and**

**BE IT FURTHER RESOLVED, that the Policy Board requests that the South Jersey Transportation Authority execute the appropriate contractual arrangements with the South Jersey Economic Development District on behalf of the SJTPO.**

**Certification**

**I hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Policy Board of the South Jersey Transportation Planning Organization at its meeting of May 26, 2020.**

  
\_\_\_\_\_  
**John W. Risley, Secretary/Treasurer**