

TENTATIVE AGENDA FOR COMMISSION MEETING MARCH 1, 2016, 6:30 P.M.

1. ROLL CALL - MARCH 1, 2016

Reverend Lewes Hiserote to deliver the invocation, followed by the Salute to the flag.

Open Public Meetings Statement by Mayor Michael Santiago

"This meeting is being conducted in accordance with the Open Public Meetings Act of 1975, was advertised, posted, and made available to the public as required by Statute. The Municipal Clerk is directed to include a statement in the minutes of this meeting."

City Clerk to Review Changes to the Agenda

Public Comment on Agenda Items Only

Minutes - Motion to approve and dispense with the reading of the February 16, 2016 Work Session minutes, February 16, 2016 Closed Session minutes and the February 16, 2016 Commission Meeting minutes and to proceed with the regular order of business.

2. RESOLUTION NO. R82-2016

Resolution authorizing the adoption of the 2016 Calendar Year Temporary Budget

Motion-

Second-

Documents: [RES 2016 TEMP BUDGET3-1-2016.PDF](#)

3. BILLS

4. PUBLIC COMMENT ON AGENDA ITEMS ONLY

5. OLD BUSINESS

5.I. Old Business Item (1)

Resolution No. R74-2016

Motion to remove Resolution No. R74-2016 authorizing Professional Service Contract with Mazzoni Law Firm (Michel R. Mazzoni, P.A.), 1170 E. Landis Avenue, Vineland, NJ 08360 to act as Collections Attorney on a contingency basis for the period covering January 1, 2016 through December 31, 2016 from the table

Motion-

Second-

Resolution authorizing Professional Service Contract with Mazzoni Law Firm (Michel R. Mazzoni, P.A.), 1170 E. Landis Avenue, Vineland, NJ 08360 to act as Collections Attorney on a contingency basis for the period covering January 1, 2016 through December 31, 2016

Motion-

Second-

Documents: [RES MAZZONI COLLECTIONS ATTORNEY 021616.PDF](#), [PSC MAZZONI 020216.PDF](#)

5.II. Old Business Item (2)

Report from Purchasing Agent recommending award of contract with Vineland Landscaping, LLC, PO Box 2171, Vineland, New Jersey 08360 for Landscape

Maintenance, Lawn Grass Treatment, and Lawn Grass Mowing Services-2016, in an amount not to exceed \$38,565.31.

Motion-
Second-

Documents: [PB REPORT- LANDSCAPING SRVCS.PDF](#)

5.III. Old Business Item (3)

Report from Purchasing Agent recommending award of contracts For Furnishing Various Chemical Supplies

Motion-
Second-

Documents: [PB REPORT- VARIOUS CHEMICAL SUPPLIES.PDF](#)

5.IV. Old Business Item (4)

Report from Purchasing Agent indicating the one proposal received from NAI Mertz in response to the Request for Proposal for Industrial Marketing Firms to market and sell the James R. Hurley Industrial Park has been forwarded to the Industrial Commission for review

Motion-
Second-

Documents: [PB REPORT- MARKET AND SELL JAMES R HURLEY AIRPORT INDUSTRIAL PRK.PDF](#)

6. PETITIONS & LETTERS

6.I. Petitions & Letters Item (1)

Correspondence received from the Atlantic County Municipal Joint Insurance Fund (ACMJIF) regarding the City receiving 2015 Safety Incentive Program Award in the amount of \$2,650.00

Motion-
Second-

Documents: [2015 SAFETY INCENTIVE PROGRAM AWARD.PDF](#)

7. REPORTS OF COMMISSIONERS

8. DEPARTMENT OF PUBLIC WORKS

8.I. Department Of Public Works Item (1)

- a) Cumberland County Board of Health Report for the month of December 2015
- b) Cumberland County Solid Waste Advisory Council Meeting Minutes, February 9, 2016

Motion-
Second-

Documents: [CUMBERLAND COUNTY HEALTH REPORT DECEMBER 2015.PDF](#),
[CUMBERLAND COUNTY SOLID WASTE ADVISORY COUNCIL MTG MINUTES.PDF](#)

9. DEPARTMENT OF PUBLIC AFFAIRS

9.I. Department Of Public Affairs Item (1)

Permit Fee Log Report for the period covering February 15, 2016 to February 19, 2016

Motion-
Second-

Documents: [PERMIT FEE LOG REPORT - 2-15-16 TO 2-19-16.PDF](#)

10. DEPARTMENT OF REVENUE & FINANCE

10.I. Department Of Revenue & Finance Item (1)

- a) Tax Collector's Annual Report of Receipts for the period covering January 1, 2015 to December 31, 2015
- b) Quarterly JIF Loss Ratio Snapshot for Fund Years 2009 to 2014 as of December 31, 2015
- c) Quarterly MEL Loss Ratio Snapshot for Fund Years 2009 to 2014 as of December 31, 2015
- d) Quarterly EPL/POL Loss Ratio Snapshot for Fund Years 2009 to 2014 as of December 31, 2015

Documents: [ANNUAL TAX COLLECTORS REPORT OF RECEIPTS 2015.PDF](#), [JIF LOSS RATIO SNAPSHOT - 12-31-15.PDF](#), [MEL LOSS RATIO SNAPSHOT - 12-31-15.PDF](#), [EPL-POL LOSS RATIO SNAPSHOT - 12-31-15.PDF](#)

11. DEPARTMENT OF PARKS & PUBLIC PROPERTY

12. DEPARTMENT OF PUBLIC SAFETY

13. ORDINANCES 1ST READING

13.I. Ordinance 1st Reading Item (1)

Ordinance amending Chapter 2 Section 10 to clarify responsibility for signing personnel forms as the appointing authority
Motion-
Second-

Documents: [ORD - AMEND CHAPTER 2 SEC 10 APPOINTING AUTHORITY.PDF](#)

13.II. Ordinance 1st Reading Item (2)

Ordinance amending the salary ordinance to amend an existing title's maximum compensation for the following:

Title	Minimum	Maximum	
Deputy Municipal Clerk	\$20,000.00	\$75,000.00	Motion-
			Second-

Documents: [ORD - SALARY ORDINANCE -DEPUTY MUNICIPAL CLERK.PDF](#)

14. ORDINANCES 2ND READING

14.I. Ordinance No. 8-2016

Refunding bond ordinance of the City of Millville, providing for the refunding of certain outstanding General Improvement Bonds, Water Utility Bonds and Sewer Utility Bonds, Series 2008 of the City to provide net debt service savings and authorizing the issuance of not to exceed \$4,750.00 aggregate principal amount of general obligation refunding bonds of the city to effect such refunding and appropriating the proceeds therefor Motion-
Second-

Public Hearing

Documents: [ORD -2016 REFUNDING ORD 2-10-16V2.PDF](#), [PN- REFUNDING BOND ORDINANCE.PDF](#)

14.II. Ordinance No. 9-2016

Motion to amend ordinance repealing Article XVI ("Taxicabs, Limousines and Jitneys") of Chapter 33 and enacting new Article XX ("Taxicabs") of said chapter

**Motion-
Second**

Motion to approve ordinance repealing Article XVI ("Taxicabs, Limousines and Jitneys") of Chapter 33 and enacting new Article XX ("Taxicabs") of said chapter **as amended**

Motion-
Second-
Public Hearing

Documents: [ORD ARTICLE XX TAXICABS FINAL.PDF](#)

15. RESOLUTIONS

15.I. Resolution No. R83 - 2016

Resolution authorizing Tax Sale Certificates held by the City be foreclosed by summary proceedings in REM as by N.J.S.A. 54:5-104.29 to N.J.S.A. 54:5-104.71

Motion-
Second-

Documents: [RES - 2016 FORECLOSURE IN REM - TAX SALE CERTIFICATES 3-1-16.PDF](#)

15.II. Resolution No. R84 - 2016

Resolution authorizing adjustments to the City of Millville Tax and Utility Records

Motion-
Second-

Documents: [R84-2016 - TAX-UTILITY RESOLUTION.PDF](#)

15.III. Resolution No. R85 - 2016

Resolution authorizing Electronic Tax Sale Agreement between the City of Millville and ROK Industries, Inc., d/b/a NJ Taxlieninvestor.com for internet-based electronic processing of bid information related to the auction sale of Municipality's tax lien certificates

Motion-
Second-
(Certification of Funds)

Documents: [CERT OF FUNDS- ROK.PDF](#), [RES AGREEMENT OF ELECTRONIC TAX SALE.PDF](#)

15.IV. Resolution No. R86 - 2016

Resolution authorizing the appointment of Class II Special Officers for a one (1) year term beginning March 1, 2016 and ending February 28, 2017

Motion-
Second-

Documents: [RES - CLASS II OFFICERS.PDF](#)

15.V. Resolution No. R87 - 2016

Resolution approving the Tax Collector is hereby directed to cancel taxes in the amount of \$1377.10, to January 1st 2009, the year the exemption was approved Block 446 Lot 6

Motion-
Second-

Documents: [R87-2016 DISABLED VET EXMPTN.DOC](#)

15.VI. Resolution No. R88 - 2016

Resolution certifying the list of Volunteer Firefighters who have qualified for the Length of Service Award Program (LOSAP) Benefits for the year 2015

Motion-
Second-

Documents: [RES - LOSAP - 2016 FOR 2015 ELIGIBLE MEMBERS 3-1-16 MTG.PDF](#), [LOSAP QUALIFYING MEMBERS 2015.PDF](#)

15.VII. Resolution No. R89-2016

Resolution authorizing cancellation of mortgage for Robert J. Higgs, in the amount of \$10,950.00, Block 354, Lot 13, also known as 20 West Oak Street and authorizing the City Attorney to prepare a new mortgage and mortgage note in the amount of \$13,600.00 and record same in the Cumberland County Clerk's Office

Motion-
Second-

Documents: [RES - HIGGS 20 W OAK ST MORTGAGE.PDF](#)

15.VIII. Resolution No. R90-2016

Resolution authorizing award of contract with Vineland Landscaping, LLC, PO Box 2171, Vineland, New Jersey 08360 for Landscape Maintenance, Lawn Grass Treatment, and Lawn Grass Mowing Services-2016, in an amount not to exceed \$38,565.31.

Motion-
Second-
(Certification of Funds)

Documents: [CERT OF FUNDS- VINELAND LANDSCAPING.PDF](#), [RES LANSCAPING MAINTENANCE 3-1-16 MTG.PDF](#)

15.IX. Resolution No. R91-2016

Resolution authorizing award of contracts For Furnishing Various Chemical Supplies

Motion-
Second-
(Certification of Funds)

Documents: [CERT OF FUNDS CARMEUSE.PDF](#), [CERT OF FUNDS- JCI JONES.PDF](#), [CERT OF FUNDS- UNIVAR.PDF](#), [RES - AWARD CHEMICALS 3-1-16 MTG.PDF](#)

15.X. Resolution No. R92-2016

Resolution authorizing acceptance of Scope of Services for professional planning services by the DCA and establishment a Working Committee to assist LPS

Motion-
Second-

Documents: [LPS SCOPE OF WORK 022216.PDF](#), [RES - LPS 2016 LAND USE ELEMENT CONTRACT AGREEMENT.PDF](#)

15.XI. Resolution No. R93-2016

Resolution authorizing Water/Sewer Termination on March 14, 2016 due to payment default pursuant to Section 56-18 of the Municipal Code

Motion-
Second-

Documents: [TURN OFF RES CYC 3-6 MARCH 1 2016.PDF](#)

15.XII. Resolution No. R94-2016

Resolution authorizing a professional service contract with Franklin Riesenburger, Esquire of Flaster/Greenberg, P.C., 190 S. Main Rd, Vineland, New Jersey to perform professional services as special environmental counsel.

Motion-
Second-
(Certification of Funds)

Documents: [CERT OF FUNDS- RIESENBURGER.PDF](#), [RES - PSC FRANKLIN RIESENBURGER 2 16 16.PDF](#), [PSC FRANKLIN RIESENBURGER ESQ 2 16 16.PDF](#)

15.XIII. Resolution No. R95-2016

Resolution authorizing cancellation of mortgage regarding Block 139, Lot 12 for mortgage executed by Nelson Donald Cramer and Evelyn Cramer, which has been fully satisfied

Motion-
Second-

Documents: [RES CRAMER 950BUCKSHUTEMRD 022616.PDF](#)

15.XIV. Resolution No. R96-2016

~~Resolution to approve 2016 Professional Service Contract for Special Council - Labor Attorney~~

~~———— Motion-
———— Second-
———— (Certification of Funds)~~

15.XV. Resolution No. R97-2016

Dangerous Structure Resolution- Block 364, Lot, 20 E. Vine Street

Motion-
Second-

Documents: [RES - DANGEROUS STRUCTUREMCGURK3-1-16.PDF](#)

16. NEW BUSINESS

16.I. New Business Item (1)

Motion to authorize the following Bingo and Raffle Licenses and Social Affair Permit

Bingo License

- a) Basket Bingo License on behalf of Family Promise of Cumberland County, 106 Fornataro Ave., Vineland, NJ 08362 to be held on April 30, 2016 from 7:00 pm to 10:00 pm at the Millville Elk's Lodge, 1815 E. Broad Street, Millville, NJ 08332
- b) Bag Bingo License on behalf of Gloria M. Sabater Elementary School PTO, 301 SE Blvd, Vineland, NJ 08360 to be held on April 15, 2016 from 7:00 p.m. to 10:00 p.m at the Millville Elks Lodge, 1815 E. Broad Street, Millville, NJ 08332
- c) amend Bingo License #BL-283 to add a game to each date.
- d) amend Bingo License #BL-284 to add a game to each date.

Raffle License

- a) On-Premise Merchandise License on behalf of Family Promise of Cumberland County, 106 Fornataro Ave., Vineland, NJ 08362 to be held on April 30, 2016 from 7:00 pm to 10:00 pm at the Millville Elk's Lodge, 1815 E. Broad Street, Millville, NJ 08332
- b) On-Premise Merchandise License on behalf of Family Promise of Cumberland County, 106 Fornataro Ave., Vineland, NJ 08362 to be held on April 30, 2016 from 7:00 pm to 10:00 pm at the Millville Elk's Lodge, 1815 E. Broad Street, Millville, NJ 08332
- c) On-Premise 50/50 License on behalf of Family Promise of Cumberland County, 106 Fornataro Ave., Vineland, NJ 08362 to be held on April 30, 2016 from 7:00 pm to 10:00 pm at the Millville Elk's Lodge, 1815 E. Broad Street, Millville, NJ 08332
- d) On Premise 50/50 License on behalf of Gloria M. Sabater Elementary School PTO, 301 SE Blvd, Millville, NJ 08332 to be held on April 15, 2016 from 7:00 p.m. to 10:00 p.m.
- e) On Premise Merchandise License on behalf of Gloria M. Sabater Elementary School PTO, 301 SE Blvd, Millville, NJ 08332 to be held on April 15, 2016 from 7:00 p.m. to 10:00 p.m.

Social Affair Permit

- a) Social Affair Permit on behalf of the Wheaton Arts and Cultural Center for a Create & Taste to be held on April 9, 2016, 4:00 pm to 11:00 pm at the Wheaton Arts and Cultural Center, 1501 Glasstown Rd., Millville, NJ 08332
- b) Social Affair Permit on behalf of the Wheaton Arts and Cultural Center for a Wheaton Gather to be held on June 5, 2016, 1:00 pm to 7:00 pm at the Wheaton Arts and Cultural Center, 1501 Glasstown Rd. Millville, NJ 08332

16.II. New Business Item (2)

Motion to authorize the the following Special Event at the Cumberland County Fairgrounds

- a) Truck Pull & Mud Bog sponsored by the Lisa A Pangburn, to be held on Saturday, April 23, 2016 with a rain date on Sunday May 1, 2016, 10:00 a.m. to 6:00 p.m.

Motion-
Second-

16.III. New Business Item (3)

Motion to authorize the City Clerk/Administrator to advertise for bids for the project known as "Cedar Street Water Main Replacement" with said proposals to be returned to the Purchasing Board on March 31, 2016 at 10:00 a.m., Richard C. McCarthy Commission Chamber, 4th floor, City Hall.

Motion-
Second-

Documents: [PUBLIC NOTICE-CEDAR STREET WATER MAIN REPLACEMENT.PDF](#)

17. PUBLIC COMMENT PORTION

"We have now reached the public comment portion of our meeting. Anyone who would like to address the Commission, please go to the podium, state your name and address your concerns. Please limit your comments to approximately 5 minutes."

Open Public Portion

Close Public Portion

Comments by Commissioners

Adjourn

RESOLUTION _____

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF THE CITY OF MILLVILLE:

That the following temporary budget for the calendar
year 2016 be, and the same, is hereby adopted:

<u>General Government Functions</u>	
General Administration	
Salaries & Wages	25,000.00
Other Expenses	10,107.00
Human Resources	
Salaries & Wages	60,250.00
Other Expenses	7,187.50
Board of Commissioners	
Salaries & Wages	36,200.00
Other Expenses	3,960.00
Municipal Clerk's Office	
Salaries & Wages	166,250.00
Other Expenses	29,392.50
Financial Administration	
Salaries & Wages	247,500.00
Other Expenses	21,925.00
Audit Services	
Other Expenses	25,000.00
Information Systems	
Salaries & Wages	22,750.00
Other Expenses	69,650.00
Collection of Taxes	
Salaries & Wages	84,500.00
Other Expenses	12,375.00
Assessment of Taxes	
Salaries & Wages	103,000.00
Other Expenses	59,700.00
Legal Services & Costs	
Other Expenses	150,150.00
Engineering Services & Costs	
Salaries & Wages	121,000.00
Other Expenses	17,500.00
Economic & Industrial Development	
Other Expenses	7,000.00
<u>Land Use Administration</u>	
Planning/Community Dev	
Other Expenses	9,750.00
Planning Board	
Salaries & Wages	11,500.00
Other Expenses	11,675.00
Zoning Board	
Salaries & Wages	15,000.00
Other Expenses	9,800.00
Bureau of Permits & Inspections	
Salaries & Wages	125,000.00
Other Expenses	16,975.00
<u>Code Enforcement & Administration</u>	
Construction Official	
Salaries & Wages	60,500.00
Other Expenses	13,100.00
Elevator Inspection	7,500.00
<u>Insurance</u>	
Other Insurance	160,000.00

Worker's Compensation Insurance	500,000.00
Surety Bonds	2,500.00
Group Insurance	2,201,463.50

Public Safety Function

Police	
Salaries & Wages	3,382,250.00
Other Expenses	241,050.00
Office of Emergency Management	
Salaries & Wages	7,500.00
Other Expenses	10,087.50
Aid to Volunteer Ambulance Companies	52,500.00
Fire	
Salaries & Wages	513,000.00
Other Expenses	50,750.00
Uniform Fire Safety Act	
Salaries & Wages	19,250.00
Other Expenses	12,550.00
Municipal Prosecutor's Office	
Other Expenses	37,000.00

Public Works Function

Streets & Roads	
Salaries & Wages	418,500.00
Other Expenses	98,175.00
Shade Tree Commission	
Salaries & Wages	500.00
Other Expenses	3,500.00
Solid Waste & Recycling Collection	
Salaries & Wages	3,750.00
Other Expenses	498,107.00
Public Buildings & Grounds	
Salaries & Wages	52,500.00
Other Expenses	108,312.50
Fleet Management	
Salaries & Wages	109,000.00
Other Expenses	10,725.00
Solid Waste Recycling - Apartment	7,500.00

Health & Human Services Function

Animal Control Services	
Salaries & Wages	32,500.00
Other Expenses	18,000.00
Contributions to Social Services Agencies	3,450.00
Length of Service	15,000.00
Reserve for Payment of Unused Accumulated Sick Pay	50,000.00

Parks & Recreation Function

Recreation	
Salaries & Wages	43,500.00
Other Expenses	33,250.00
State & Federal Project Maintenance	
Salaries & Wages	32,000.00
Other Expenses	18,000.00
Parks & Playgrounds	
Salaries & Wages	99,500.00
Other Expenses	66,450.00
Beach Operations	
Other Expenses	
Celebration of Public Events, Anniversary, or Holiday	11,125.00
Tax Appeals	105,000.00
Interest on Tax Appeals	5,000.00
Aid to Library	319,840.00

Utility Expenses & Bulk Purchases

Street Lighting	303,500.00
Gasoline	153,250.00
Electricity	218,225.00
Telephone	70,175.00
Heating Oil	
Natural Gas	44,950.00

	<u>Landfill & Solid Waste Costs</u>	
Landfill & Solid Waste Costs		334,400.00
Recycling Tax		20,000.00
	<u>Contingent</u>	
Contingent		1,000.00
	<u>Statutory Expenditures</u>	
Public Employees Retirement System		1,614,518.00
Police and Fireman's Retirement System		604,572.00
Social Security System		271,500.00
Unemployment Disability Insurance		8,000.00
Defined Contribution Retirement Program		1,500.00
	<u>Interlocal Service Agreements</u>	
Millville Board of Education - Gasoline		10,000.00
Millville Board of Education - Information Technology		9,250.00
Tax Collector		14,500.00
	<u>Municipal Court</u>	
Municipal Court		
Salaries & Wages		181,500.00
Other Expenses		31,300.00
Public Defender		
Other Expenses		18,750.00
	<u>Grants</u>	
Matching Funds for Grants		25,000.00
	<u>Municipal Debt Service</u>	
Payment of Bond Principal		2,367,000.00
Payment of Bond Anticipation Notes & Capital Notes		100,000.00
Interest on Bonds		600,570.00
Interest on Notes		48,000.00
Green Trust Loan Program:		
Principal		54,889.38
Interest		11,852.36
Capital Outlay- College Building		50,000.00
Reserve for Uncollected Taxes		1,949.35
		<u>18,084,433.59</u>
	<u>Water Utility</u>	
Salaries & Wages		580,000.00
Other Expenses		765,845.50
Capital Outlay		150,000.00
Payment of Bond Principal		249,000.00
Payment of Note Principal		
Interest on Bonds		99,530.00
Interest on Notes		10,000.00
Water Supply Bond Loan		
Infrastructure Loan		298,955.35
Contribution to:		
Public Employees Retirement System		68,000.00
Disability Insurance		1,000.00
Social Security		48,500.00
		<u>2,270,830.85</u>
	<u>Sewer Utility</u>	
Salaries & Wages		658,500.00
Other Expenses		1,396,024.00
Capital Outlay		220,000.00

Payment of Bonds	569,000.00
Payment of Bond Anticipation Notes & Capital Notes	100,000.00
Interest on Bonds	155,480.00
Interest on Notes	20,000.00
NJ Wastewater Treatment Loans	606,522.77
Contribution to:	
Public Employees Retirement System	103,000.00
Disability Insurance	1,000.00
Social Security	60,000.00
	3,889,526.77

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

RESOLUTION NO. _____

WHEREAS, the City of Millville desires to enter into a Professional Service Contract with **Michael R. Mazzoni, Esquire**, 1170 East Landis Avenue, Vineland, New Jersey, to perform legal services in connection with certain types of litigation; and

WHEREAS, the Municipality desires to retain Michael R. Mazzoni, Esquire to perform these professional services which agreement is on file in the office of the City Clerk; and

WHEREAS, the Municipality is awarding this Professional Services Contract based on the merits and abilities of the Collections Attorney to provide the goods or services as defined herein pursuant to a "non-fair and open process"; and

WHEREAS, the Purchasing Agent of the Municipality has determined and certified in writing that the value of the goods or services will not exceed \$17,500.00; and

WHEREAS, the Collections Attorney has submitted a proposal indicating that it will provide the professional services under this Contract for contingent fees on amounts collected as follows:

- (a) 33% of all amounts collected up to \$5,000.00;
- (b) 25% of all amounts collected in excess of \$5,000.00;
- (c) The City shall also reimburse the Collections Attorney for all reasonable costs and fees incurred by him

WHEREAS, the anticipated term of this contract shall be from January 1, 2016 through December 31, 2016.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE AS FOLLOWS:

1. The Contract for the professional services is hereby approved on a contingency basis and the Mayor and City Clerk are hereby authorized to execute same.

2. This Agreement is awarded without competitive bidding as a Professional Services Contract.

3. Notice of this action taken shall be printed in the Daily Journal.

Moved By:

Seconded By:

<u>VOTING</u>	<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
Michael Santiago				
Lynne Porreca Compari				
David W. Ennis				
Joseph Sooy				

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____, 2016.

Susan G. Robostello, City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made this _____ day of _____, 2016 by and between the **CITY OF MILLVILLE**, a Municipal Corporation of the State of New Jersey, 12 South High Street, Post Office Box 609, Millville, New Jersey 08332, hereinafter called "Municipality," and **MICHAEL R. MAZZONI**, 1170 East Landis Avenue, New Jersey 08360, hereinafter referred to as "Consultant."

ARTICLE 1. PURPOSE OF AGREEMENT

The Municipality desires to appoint an attorney at law licensed to practice law within the State of New Jersey to act as special collections counsel for the Municipality.

ARTICLE II. SCOPE OF SERVICES

The Consultant shall act as special collections counsel for the Municipality and shall provide legal services in collecting delinquent or past due sums owed to the Municipality.

ARTICLE III. MUNICIPAL RESPONSIBILITY

The Municipality, through its employees, shall cooperate with the Consultant and provide any information available to it which will assist the Consultant in the performance of the Scope of Services including available data, background information and representatives for meetings, negotiations, or court appearances as requested by the Consultant.

ARTICLE IV. CONSIDERATION AND METHOD OF PAYMENT

The total consideration allocated to provide the Scope of Services as set forth herein shall not exceed \$17,500.00. Consultant shall be entitled to be paid 33% of all

sums collected under \$5,000.00 and he shall be paid 25% of all sums collected in excess of \$5,000.00. He also shall be reimbursed by the Municipality for court costs, filing fees and reasonable costs of service. Billing for such fees and costs to the extent not paid from sums collected by Consultant shall be made by voucher only with an itemized invoice attached. Billing likely to exceed said amount shall require further authorization.

Payment of fees and reimbursement of fees and costs may be directly deducted by Consultant from sums collected by him upon presentation of an itemized invoice. If employees of the City request services from the Consultant which exceed the Scope of Services contained in this Contract, the Consultant shall not perform the services requested until an amendment to the Contract has been approved by Resolution of the Board of Commissioners.

ARTICLE V. AFFIRMATIVE ACTION

Attachment "A" containing the Affirmative Action requirements is incorporated herein.

ARTICLE VI. AMERICANS WITH DISABILITIES ACT

Attachment "B" containing the Americans with Disabilities Act requirements is incorporated herein.

ARTICLE VII. NON FAIR AND OPEN CONTRACT

Attachment "C" containing the requirements for a non-fair and open contract is not required because this contract will not exceed the bid threshold during the life of the Contract or in the aggregate of a twelve (12) month period.

ARTICLE VII. GENERAL PROVISIONS

1. **APPLICABLE LAW AND VENUE.** This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of New Jersey without regard to conflicts of laws principles. The parties agree that any and all legal actions relating to any dispute, enforcement or other matter to be decided between them arising out of this Agreement or the subject matter hereof shall be brought in a federal or state court located in the State of New Jersey.

2. **ASSIGNMENT.** The Consultant agrees not to assign or transfer its rights or responsibilities in this Contract without the prior written consent of the City. Furthermore, the Consultant agrees not to delegate to others any duties or responsibilities which it has under the terms of this Contract except that it may engage other professionals to assist in the prosecution of the work if there are no employees on staff capable of performing the work.

3. **BENEFICIAL INTEREST.** Nothing in this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the City and the Consultant. All duties and responsibilities undertaken pursuant to this Contract shall be the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other person.

4. **COMPLIANCE WITH LAW.** The Consultant shall be required to comply with all applicable Federal, State, County and Local laws during the performance of this Contract.

5. **CONFIDENTIAL INFORMATION.** The Consultant agrees that it shall not, at any time or in any manner, either directly or indirectly, communicate to any person, corporation, firm, partnership or other legal entity any information of a confidential

nature involving the business or operations of the City of Millville unless authorized by the appropriate city official.

6. **DURATION OF CONTRACT.** The duration of this Contract shall be for the period beginning January 1, 2016 through to December 31, 2016.

7. **INDEMNIFICATION.**

A. Contractor shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney's fees, damages or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor's Contract.

8. **INSURANCE.**

A. Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the

attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or be caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

B. Contractor shall be required to name the Municipality as an "Additional Insured" whenever this is possible professional liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the Municipality with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Municipality with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Municipality as an "Additional Insured".

C. The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than amounts specified in Attachment "D" or greater where required by law.

9. **STANDARD OF CARE.** The Consultant shall perform the Scope of Services in a professional manner consistent with generally accepted principles established for its profession. The professional services often require decisions which are not based upon

exact science, but rather skilled judgment. The Consultant shall use that degree of care and skill normally exercised in the profession under similar circumstances at the time the services are rendered. This standard of care shall not be judged according to later standards. No express or implied warranty or representation is provided as to the success or issuance of any approvals or permits for any application submitted by or on behalf of the City based in whole or in part upon the plans, designs, or documents prepared by the Consultant.

10. **TERMINATION OF CONTRACT.** The City reserves the right to terminate this Professional Services Contract at any time upon thirty (30) days notice to the Consultant. In the event that the Contract is terminated, or the project is abandoned, the City shall be responsible for the payment for all work performed by the Consultant to the point of termination.

11. **ENTIRE AGREEMENT.** This Contract represents the entire agreement between the parties. No amendment to this Contract shall be valid unless it is made in writing and executed by the parties and approved by Resolution of the Board of Commissioners.

ATTEST:

CITY OF MILLVILLE

Susan G. Robostello, City Clerk

By: _____
Michael Santiago, Mayor

Witness

By: _____
Michael R. Mazzoni, Esquire

ATTACHMENT A (Revised 2008)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE Goods, Professional Service and General Service Contracts Pursuant to NJSA 10:5-31 et seq.; NJAC 17:27

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

3. The Contractor or subcontractor, where applicable will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

5. The Contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with NJAC 17:27-5.2 or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to NJAC 17:27-5.2

6. The Contractor or subcontractor agrees to inform in writing its appropriate

recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

7. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

8. In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

9. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

10. The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

ATTACHMENT B

AMERICANS WITH DISABILITIES ACT OF 1990 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS PURSUANT TO 42 U.S.C. SECTION 12101, et seq.

1. The Contractor and the City do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the Act) (42 USC Section 12101 et seq.) that prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act.

2. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect, and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by the decision of the City that is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the Act that has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

ATTACHMENT "C"

NON-FAIR AND OPEN CONTRACT CONTRIBUTION PROHIBITION LANGUAGE NJSA 19:44A-20.4 et seq.

1. On January 1, 2006, NJSA 19:44A-20.4 et seq. took effect. Known as the Pay-To-Play Law, these statutes make important and wide-ranging changes to the way New Jersey Municipal and County Government Agencies acquire certain goods and services. The Law reflects the following principles for contracts having an anticipated value in excess of \$17,500.00. A Municipal or County Government Agency cannot award a contract without using a fair and open process if the contractor is a contributor to a candidate committee or a political party committee where a member of the party is serving in an elective public office of that Municipality or County, and, either made reportable contributions (those in excess of \$300.00) during the year prior to the award of the contract, and/or makes reportable contributions during the life of the contract.

2. This contract has been awarded to the contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to NJSA 19:44A-20.4 et seq. As such, the contractor executing this contract does hereby attest that the contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to NJSA 19:44A-8 or 19:44A-16 in the one (1) year period preceding the award of the contract that would, pursuant to the Pay-To-Play Law, affect its eligibility to perform this contract. Furthermore, it will not make a reportable contribution during the term of this contract to any political party committee in the City of Millville if a member of that political party is serving in an elective public office of the City of Millville when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Millville when the contract is awarded.

ATTACHMENT "D"

SCHEDULE OF INSURANCE

A. Workers Compensation. Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability Including Products & Completed Operations. With the minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars. Municipality shall be named as "Additional Insured".

C. Errors and Omissions/Professional Liability. A minimum limit of liability of one million (\$1,000,000) dollars per incident and an annual aggregate of two million (\$2,000,000) dollars.

D. Automobile Liability. A minimum of one million (\$1,000,000) dollars combined single limit for Bodily Injury and Property Damage Liability. Municipality shall be named as an "additional insured".

Failure by the Contractor to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this contract.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Contractor" Shall take no action to cancel or materially change any of the insurance required under this Contract without the "Municipality's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits or scope of the applicable insurance coverage.

CITY OF MILLVILLE

COMMISSIONERS

MICHAEL SANTIAGO, MAYOR
Director of Public Safety

Director of Revenue & Finance
LYNNE PORRECA COMPARI
Director of Public Affairs

DAVID W. ENNIS
Director of Public Works

JOSEPH SOOY
Director of Parks & Public Property



"A MAIN STREET NEW JERSEY COMMUNITY"

12 SOUTH HIGH STREET
P.O. BOX 609
MILLVILLE, NEW JERSEY 08332

TELEPHONE: (856)825-7000

FAX: (856)825-3686

www.millvillenj.gov

OFFICERS

SUSAN G. ROBOSTELLO
City Clerk/Administrator

MARCELLA SHEPARD
Chief Financial Officer

SHERRI J. BALL
Tax Collector

BRIAN P. ROSENBERGER
Tax Assessor

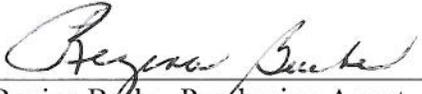
February 25, 2016

TO: Board of Commissioners

FROM: Regina Burke, QPA

The Purchasing Board received proposals for Landscape Maintenance, Lawn Grass Treatment and Lawn Grass Mowing Services on February 18, 2016.

Four proposals were received. The totals for all three components ranged from \$38,565.31 to \$52,748.00. The Purchasing Board recommends awarding all three components to Vineland Landscaping, LLC, PO Box 2171, Vineland, NJ 08362 with the lowest total bid of \$38,565.31.


Regina Burke, Purchasing Agent

CITY OF MILLVILLE

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Tax Collector

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Tax Assessor

February 23, 2016

TO: Board of Commissioners

FROM: Regina Burke, QPA

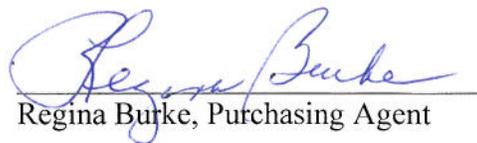
The Purchasing Board received proposals for Furnishing Various Chemical Supplies on January 26, 2016.

Three proposals were received. No vendor submitted a proposal for aluminum sulfate. The Purchasing Board recommends awarding each Chemical to the lowest bidder.

Liquid Chlorine – JCI Jones Chemical, Inc. \$90 per 150 lb cylinder

Lime – Carmeuse Lime & Stone \$276.00 per ton

Polymers – Univar USA - \$1.80/lb


Regina Burke, Purchasing Agent

CITY OF MILLVILLE

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Tax Assessor

February 23, 2016

TO: Board of Commissioners

FROM: Regina Burke, QPA

The Purchasing Board received proposals to market and sell James R. Hurley Airport Industrial Park on February 18, 2016.

One proposal was received from NAI Mertz. This firm proposed (6) six percent of the sale price transaction fee if they are the dedicated team. If there is a co-broker involved in the transaction, the commission shall be

- 6% of the sale price paid to the co-broker due at settlement
- 3% over ride paid to the NAI Mertz dedicated team due at settlement

NAI Mertz also proposed a \$5000 annual payment to cover Marketing/Advertising Budget.

This proposal has been forwarded to the Industrial Commission for review.


Regina Burke, Purchasing Agent



February 17, 2016

Mayor and Council
Millville City
12 S. High Street
Millville, NJ 08332

RE: 2015 Safety Incentive Program Awards

Dear Mayor and Council:

It is our pleasure to report that the Millville City has earned **\$2,650.00** as a result of your employees' outstanding performance in the 2015 ACMJIF Safety Incentive Program. The Safety Incentive Program is intended to foster a safety attitude among the ACM JIF members, change behaviors to create a safer work environment, as well as promote continuing efforts to "Change the Culture". The awards were announced at the Safety Coordinator's and Claims Coordinator's Regional Training held on February 11, 2016, and will be celebrated during our Annual Safety Kickoff Breakfast scheduled for April 14, 2016.

The Safety Incentive Program required the execution of the "Safety Contract" and the completion of various reports confirming compliance with JIF safety criteria. These reports were evaluated by the JIF Safety Director to determine your municipality's compliance with these criteria.

During 2015, members competed against a set of standards established by the Executive Safety Committee to determine their awards. The JIF members were sorted into five size categories (XS, S, M, L, XL) based upon their annual JIF Assessment. Each member competed against the established standards to determine if they either qualify or not (Pass or Fail) for a Safety Incentive Program Award.

Due to your employees' efforts, Millville City has qualified (Passed!) for reimbursement of **\$2,650** to be used for recognition of your employees' safety accomplishments.

We would also like to extend our **CONGRATULATIONS** to your Fund Commissioner, Susan Robostello, your Safety Coordinator, Michael Lippincott, your Claims Coordinator, Pamela Shapiro, and all your employees who played an important role in achieving these results. Their dedication to the principles of the JIF has enabled them to effectively communicate the importance of the safety program and their continuing commitment to the safety of all employees. We ask that this letter be read at your next Council Meeting to acknowledge these efforts by your employees' and make these accomplishments part of the public record.

Guidelines on how to collect your award has been sent to your Fund Commissioner and Safety Coordinator. You can find additional information about the JIF Safety Program, Polices, and Safety Incentive Program Criteria, as well as the presentation given during the Safety Kickoff Breakfast, on the ACMJIF website, www.acmjif.org.

I once again want to thank you for your involvement and congratulate you and everyone involved in the JIF safety program for making "***Safety First in All We Say and Do***"!

Very truly yours,
ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

Paul J. Miola

Paul J. Miola, CPCU, ARM
Executive Director

cc: Susan Robostello, Fund Commissioner
Michael Lippincott, Safety Coordinator
Pamela Shapiro, Claims Coordinator
Larry Graham, Risk Management Consultant

File: ACM/2016/Safety Kickoff

Tab: 2015 Awards Distribution

To: Cumberland County Board of Health
 From: Elizabeth Cabbage, RN, BSN
 Director of Nursing

Public Health Nursing - Monthly Report
 For the month of : Dec-15

This data must not be released to the general public. Municipal levels less than 5 are unreliable for the calculation of disease rates. For Public Health Use Only.

Tuberculosis Program

Clinics	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# of Clinics	1																1
# Patients in clinic	3				1					8							12
# Patients seen in TB Specialty Clinic	1									1							2
#LTBI	2									4							6
# Active Cases - Pulmonary	1				1					4							6
# Active Cases - Non-Pulmonary																	
# B1 & B2 Immigrants																	
#DOT visits	22				22					110							154
#PPD's	2		1							5						1	9
#Home visits																	
# B41/B2 Immigrants Discharged																	
Comments:																	

Shots for Tots

	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
Millville Site																	
# Clinics										1							1
# Children serviced	1									2							3
# Immunizations administered	1									4							5
Bridgeton Site																	
# Clinics	1																1
# Children serviced	13																13
# Immunizations administered	22																22
Roving Sites																	
# Clinics																	
# Children serviced																	
# Immunizations administered																	
Comments:																	

STD Adult Immunization Program

	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Clinics	4																4
# Adults Serviced																	
# Hep A/Hep B																	
# Tdap																	
# Meningitis																	
# HPV																	
# Pneumonia																	
# MMR																	
# Varicella																	
# Shingles																	
# Flu																	
# Immunizations administered																	
Comments:																	

Adult Comm Immunization Program

	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
#Clinics		1								5							6
# Adults serviced		4			1			2		2				3		1	13
# HepA/Hep B																	
# Tdap																	
# Meningitis										1							1
# HPV																	
# Pneumonia																	
# MMR																1	1
# Varicella																	
# Shingles					1									1			2
# Flu		4						2		1				2			9
# Immunizations administered																	13
Comments:																	

Seasonal Influenza Clinics

	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Clinics										4							4
# Immunizations - Health Dept																	25
# Immunizations - VFC Program																	21
# Immunizations Administered																	46
Comments:																	

School Immunizations Audits

	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Schools																	
Childcare Facilities																	
# Reaudits																	
Comments:																	

Lead Program	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
Total # In Case Management	12									3				5			20
# New to Case Management	2																
# New Persistent 10 - 14 ug/dl	1																1
# New Cases 15 - 19 ug/dl	1																1
# New Cases ≥ 20 ug/dl																	
# Pending Cases 10 - 14 ug/dl																	
Non-venous																	
Single Venous	4							1		1							6
# Home Visits																	
Nursing	10									2				2			14
Healthy Homes	2									2							4
Enviromental	18									11			1				30
# Office Visits																	
# Court Appearances																	
# Children screened																	11
Community Outreach	1															1	3
Comments:	SSBG outreach, 2 healthy homes																

Sexually Transmitted Disease	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Clinics	4									1							5
# Clients	17	2							1	5				6			31
# Labs reported/investigated																	
Chlamydia	34	3			2		7	1		20							67
Gonorrhea	3	2					1			5				1			12
Syphillis	2							1		2							
Venereal Warts																	
Trichomonas																	
Comments																	

Communicable Disease	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Cases																	
Campylobacter																	
Ehrlichiosis																	
Giardia																	
Haemophilus Influenza																	
Hepatitis A																	
Hepatitis B																	
Hepatitis B - Perinatal																	
Hepatitis C	12						1	1	4	4							22
Lymes	3	1			1	1	5			9	1						21
Pertussis													1				1
Rocky Mountain Spotted Fever							1										1
Salmonella																	
Shigella																	
Strep Pneumoniae										2							2
Varicella	1																1
Babesiosis																	
Other:																	
Measles																	
# Suspect Cases Investigated																	
# Outbreaks																	
Norovirus																	
ILI																	
Scabies																	
# Home visits/site visits																	
Comments:																	

HIV Testing Program

	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Sessions at STD Clinic	4																4
# Clients tested	11	1								7					3		22
# Sessions off site										1					1		
# Clients tested										5					9		14

Comments:

Chronic Diseases

	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# BP Clinics	4	1	1														6
# Clients screened	18	7	6							6				6	1	3	47
#New Clients	15									2				5			22

Comments:

Improved Pregnancy Outcomes

	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Clients screened																	162
# Clients referred to Central Intake																	10
# Clients in Case Management																	17
Outreach Events																	
STD CLINICS/CAB	16									2				5		4	27
CCC HIV DAY														7			7
SODAT	14	1								7				6		3	31
SOL CHRISTMAS PARTY														50			50
FAMILY MATTERS: HCFSC										7				1			8
GIT:HCFSC										11				1			12
PATHSTONE	2																2
BRA FRIDAY										17				2		1	20
DOOR TO DOOR/SELF REFERRALS										2				3			5

Comments:

General Nursing Activities

--

To: Cumberland County Board of Health
From: Health Education Division
Tejlah Cooper, Director of Health Education

For the month of: 2015

LINCS/PHEP Grant

	Bridgeton	Commercial	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	Maurice River	Millville	Shiloh	Stow Creek	Upper Deerfield	Vineland	Other	Total
LINCS Messages																22
State Grant Assignment																
Hippocrates Test																
Grant Progress Report																
Total																

Meetings/Trainings/Conferences

- Social Media Conference 12/7 TC & JA
- GPHP Meeting 12/10 TC
- Human Services Meeting 12/15 TC
- Health Care Coalition Mtg. 12/16 TC
- Influenza Webinar 12/1/15 JA
- Building a Culture of Health 12/2/15 JA
- CQI Meeting 12/3/15 JA & NE
- Healthy Corner Stores Outreach 12/4/15 JA
- Full Staff Meeting 12/11/15
- Cumberland County Healthy Communities Coalition Meeting 12/14/15 JA
- MRC Quarterly Meeting 12/17/15 JA
- Mental Health First Aid Training 12/18/15 TC & JA
- Comprehensive Emergency Assistance System Committee, 12/9/15, 2-4pm, NE
- Office on Aging referred consult client, Floyd Fetter, 12/29/15, 10-11:30am, NE

Newsletters

"Healthy for the Holidays" December 2015

Media Outreach

Press Releases

FB/Twitter

- 12/4/15 - "Food Safety for Children under 5" (shared from FoodSafety.gov)
- 12/8/15 - #HandwashingAwarenessWeek (shared from NJDOH)
- 12/9/15 - #SanBernardino moment of silence (shared from American Public Health Association)
- 12/14/15 - "E-Cigarettes may contain chemicals linked to lung disease" article (Philly.com)
- 12/16/15 - "No cigarettes until you're 21: NJ Lawmakers push bill raising tobacco sales age" article (www.NJ.com)
- 12/17/15 - Last flu clinic December 23rd!
- 12/18/15 - Tips to keeping yourself stress free during the holidays
- 12/21/15 - "12 Pet safety tips for Christmas" article (TheLazyPitbull.com)
- 12/22/15 - Healthy for the Holidays Newsletter (CCDOH)
- 12/22/15 - Flu Clinic reminder (shared from CCDOH)
- 12/22/15 - Holiday safety tips
- 12/25/15 - Happy Holidays from CCDOH
- 12/29/15 - 2016 Healthy New Year (shared from CDC.gov)
- 12/30/15 - Flu Clinic Extended

- 12/7/15 - #NJSocialMedia2015 (retweet @drlaurastaylor)
- 12/7/15 - Essential News: womenshealth.gov - KnowTheFactsFirst.gov

Media Interviews

TV Message Board

To: Cumberland County Board of Health
 From: Nancy Egan, B.A., M.T. (HHS, AMT)
 Prog.Dev.Specialist, Community Services

For the month of : December 2015

A. Prescription Services

Medical Assistance	Bridgeton	Commrc.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrenc.	Maurice River	Millville	Shiloh	Stow Creek	Upr Dfield	Vineland	Totals
Total # of Clients	3	1						1							5
Total # of Rx's	12	2						2							16
Cost Amount	\$978.76	\$194.08						\$141.61							\$1,314.45

BOH +

Total # of Clients	3	1								2					6
Total # of Rx's	14	1								3					18
Cost Amount	\$529.17	\$259.99								\$229.94					\$1,019.10
Total # of Clients															0
Total # of Rx's															0
Cost Amount															\$0.00

Total Monthly Rx Services

Total # of Clients	6	2						1		2					11
Total # of Rx's	26	3						2		3					34
Cost Amount	\$1,507.93	\$454.07						\$141.61		\$229.94					\$2,333.55

Year to Date Rx Services

Total # of Clients	48	9	1	4	7			9	1	49				4	132
Total # of Rx's	159	30	7	19	27			13	4	138				16	413
Cost Amount	\$9,196.61	\$1,068.51	\$421.59	\$844.63	\$1,326.49			\$1,576.02	\$413.78	\$11,332.25				\$1,152.99	\$27,332.87

B. SHIP/PAAD referrals

Total # of Clients	1									1					2
Year to date	5									9				2	16

C. Dental Services Program (No uninsured children seen in December)

	Bridgeton	Commrc.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrenc.	M. River	Millville	Shiloh	St. Creek	Up. Drfd	Vineland	Totals
Total # of Visits															0
Breakdown: Children															0
															0
															0

YTD Dental Services	6			22	51	7	33					1			120
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D. Translation Services

	Bridgeton	Commrc.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrenc.	M. River	Millville	Shiloh	St. Creek	Up. Drfd	Vineland	Totals
Total # of contacts	34	1					2			7				10	54
Lead Program															
a. Telephone	2													2	4
b. Home/Office visits															0
c. Letters															0
Tuberculosis Program															
a. Telephone	1														1
b. Home/Office visits	2									3					5
c. Letters															0
STD Program															
a. Telephone	7	1								3				4	15
b. Home/Office visits															0
c. Letters															0
Spec. Child Health Program															
a. Telephone	13						2			1					16
b. Home/Office visits															0
c. Letters															0
Environmental Program															
a. Telephone	2														2
b. Home/Office visits															0
c. Letters															0
Shots for Tots Program															
a. Telephone	7													4	11
b. Home/Office visits															0
c. Letters															0
Comm. Disease/Hepatitis															
a. Telephone															0
b. Home/Office visits															0
c. Letters															0
Flu Clinic Shots Eng/Span															0
HIV Van-Testing Events															0
YTD Translation Serv	731	93	3	5	3		12	3	5	236	2		2	118	1213

Comments: Telephone=15 Minutes, Letters=30 Minutes, Home Visits: 60 Minutes

DENTAL SERVICES ANNUAL REPORT FOR THE YEAF 2015

	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL
Bridgeton	0	0	0	6	0	0	0	0	0	0	0	0	6
Commercial	0	0	0	0	0	0	0	0	0	0	0	0	0
Deerfield	0	0	0	0	0	0	0	0	0	0	0	0	0
Downe	0	0	0	8	14	0	0	0	0	0	0	0	22
Fairfield	0	0	0	0	3	3	0	0	18	27	0	0	51
Greenwich	0	1	0	0	0	6	0	0	0	0	0	0	7
Hopewell	16	0	0	0	0	0	0	0	0	13	4	0	33
Lawrence	0	0	0	0	0	0	0	0	0	0	0	0	0
Maurice River	0	0	0	0	0	0	0	0	0	0	0	0	0
Millville	0	0	0	0	0	0	0	0	0	0	0	0	0
Shiloh	0	0	0	0	0	0	0	0	0	0	0	0	0
Stow Creek	1	0	0	0	0	0	0	0	0	0	0	0	1
Upper Deerfield	0	0	0	0	0	0	0	0	0	0	0	0	0
Vineland	0	0	0	0	0	0	0	0	0	0	0	0	0
Vineland Headstart	0	0	0	0	0	0	0	0	0	0	0	0	0
Brgt.Headstart	0	0	0	0	0	0	0	0	0	0	0	0	0
Millville Headstart	0	0	0	0	0	0	0	0	0	0	0	0	0
Seabrook Headst.	0	0	0	0	0	0	0	0	0	0	0	0	0
Salem Headstart	0	0	0	0	0	0	0	0	0	0	0	0	0
Pennsgrove Hstart	0	0	0	0	0	0	0	0	0	0	0	0	0
Williamstown Hstart	0	0	0	0	0	0	0	0	0	0	0	0	0
Paulsboro Headstart	0	0	0	0	0	0	0	0	0	0	0	0	0
Glassboro Headstart	0	0	0	0	0	0	0	0	0	0	0	0	0
Woodbury Headstart	0	0	0	0	0	0	0	0	0	0	0	0	0
Port Norris Headstart	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Visits	17	1	0	14	17	9	0	0	18	40	4	0	120

PROCEDURES

	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL
New Exams	5	1	0	8	0	1	0	0	9	7	0	0	31
Prophylaxis/Cleanings	5	1	0	8	0	1	0	0	9	7	0	0	31
X-Ray	0	0	0	0	0	0	0	0	0	0	0	0	0
Fluoride Treatment	5	1	0	8	0	1	0	0	0	0	0	0	15
Sealants	12	0	0	13	24	4	0	0	7	27	3	0	90
Fillings	8	0	0	1	5	4	0	0	2	8	1	0	29
Root Canal	0	0	0	0	0	0	0	0	0	0	0	0	0
Extractions	0	0	0	0	1	2	0	0	0	0	0	0	3
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Procedures	35	3	0	38	30	13	0	0	27	49	4	0	199

2015 Working Dental Service Report Form B

Special Child Health Services Board of Health Report: December 2015

	Bridgeton:	Commercial Township:	Deerfield Township:	Downe Township:	Fairfield Towship:	Greenwich Township:	Hopewell Township:	Lawrence Township:	Maurice River Township:	Millville:	Shiloh Township:	Stow Creek Township:	Upper Deerfield Township:	Vineland:	Total:
Various Contacts- Mailings / Telephone calls:	76	7	11	0	12	0	4	0	2	63	0	2	13	107	297
Number of New Referrals:	12	1	0	0	1	0	0	0	0	16	0	0	6	18	54
Number of Closed Cases:	3	1	1	0	0	0	0	0	1	6	0	1	1	8	22
<i>Additional Comments:</i>															

**CUMBERLAND COUNTY
SOLID WASTE ADVISORY COUNCIL MEETING MINUTES
Tuesday, February 9, 2016 at 6:00 p.m.**

PLEDGE OF ALLEGIANCE

ROLL CALL

Sign-in sheet was circulated.

Present: Jerry Velazquez, Craig Truitt, Tony Riviera, James Rocco, Jerome Cassidy, Steve Errickson, Dr. Tim Jacobsen, Robert Campbell, Joseph Giordano, J. O'Neill, Bruce Hankins, Michael Santiago, Judson Moore, Brad Giordano

Absent: Cosmo Laurella, Benjamin Byrd, William Reinhart, G. Erwin Sheppard, Andrew Sarclette, Brad Campbell, Ruben Bermudez, Randy Dickinson

ELECTION OF OFFICERS

It is necessary to reorganize the Solid Waste Advisory Council at this time. Nominations for Chairman and Vice Chairman will be made from the floor.

<u>POSITION</u>	<u>NOMINEE</u>	<u>OFFERED BY</u>	<u>VOTING</u>
Chairman	Tim Jacobsen	Joseph Giordano	In favor - All Opposed - None
Vice Chairman	Joseph Giordano	Steve Errickson	In favor - All Opposed - None

2016 MEETING SCHEDULE

February 9th at 6pm.

May 10th at 6pm.

August 9th at 6pm.

October 11th at 6pm.

AGENDA ITEMS:

1. CCIA Projects Update

- Treatment Expansion - Project construction is complete, operations expected to begin within next week.
- Energy HUB - Progressing well, expect CNG to be online in June/July 2016.
- Sludge Dryer - Synegro and WeCare were selected to proceed to RFP stage.
- CCIA Class B - Wood Recycling, electric grinder will help with DEP approval.
- Cell Expansion - Contract was awarded to Wyndham Construction.

2. Request for Modification: Solid Waste Management Plan - Mr. Velazquez clarified the process by which Energy 3 was approved. SWAC only provides approval necessary to include project into SWMP but does not provide, preclude State DEP and/or all local approvals by developer/Energy 3.

- Cumberland Recycling's request to be removed from the SWMP
- Thompson's Recycling Center - transfer of ownership
- John Moore Farm Exemption Notice

3. Solid Waste Permit Renewal - CCIA has received Permit Renewal from D.E.P.

4. County Health Department Update - Noah Hetzell provided a Activity Enforcement Report and summary.

5. Upcoming 2016 CCIA Events

- Household Hazardous Waste Dates for 2016 - April 9th, June 11th, September 10th
- Annual County Wide Trash Hunt - March 19th
- NJ Clean Communities Student Exchange - March 19th at Wheaton Arts Center
- Annual County Wide Waterway Clean Up - September 17th (in conjunction with International Coastal Clean Up)

6. Legislative Update: E-Waste Issues and Food Waste to Energy

7. Old Business - None

8. New Business - None

ADJOURNMENT

MOTION MADE: Judson Moore, Commercial

SECONDED: Bruce Hankins, Hopewell

Susan

PERMIT FEE LOG REPORT
 For the Period of 02/15/16 - 02/19/16
 SUMMARY

Number of Permits Processed

New Permits: 26
 Permit Updates: 1

Ownership

Private: 27
 Public: 0

Fee Summary

Type	Inspection	Administrative	Total
Building	2,079	0	2,079
Electrical	1,410	0	1,410
Plumbing	840	0	840
Fire	140	0	140
Elevator	0	0	0
DCA	258		258
Certificate	0		0
Other	0		0
Total	4,727	0	4,727

Type of Work

New Buildings: 0
 Additions: 0
 Alterations: 27
 Demolitions: 0

Housing Unit Changes

	Sale	Rental
Gained:	0	0
Lost:	0	0
Change:	0	0

Technical Subcodes

Building: 11
 Electrical: 15
 Plumbing: 11
 Fire: 2
 Elevator: 0

Total Area: 0 sq ft
 Total Volume: 0 cu ft
 Total Value of Construction: \$ 130,613

PERMIT FEE LOG REPORT
For the Period of 02/15/16 - 02/19/16

Site Identification	Permit No / Date Issued/ Description	Use	Work	Type	New/Added Structure		P Hous Unit		Value of	Fed	Fees Collected							Check		
					Tot Area Sq Feet	Volume Cubic Feet	u Gain/Lost	b Sale Rent			Constructn	No	Build	Elect	Plumb	Fire	Elev		DCA	Cert
Permit: 332 Address: 415 E ST Owner: CHILDERS	16-153 02/19/16 SERVICE	R-5	Alt		0	0	0	0	3000	999	0	110	0	0	0	6	0	0	116	1935
Permit: 41 Address: 1931 W MAIN ST Owner: US BANK	16-189 02/16/16 100 AMP SER	R-5	Alt		0	0	0	0	1500	999	0	70	0	0	0	3	0	0	73	1349
Permit: 341 Address: 333 D ST Owner: WEBB	16-190 02/16/16 ROOF ON GARAGE	U-	Alt		0	0	0	0	600	999	70	0	0	0	0	1	0	0	71	0107
Permit: 473 Address: 318 S 4TH ST Owner: ROBINSON	16-191 02/16/16 RE ENERGIZE 100	R-5	Alt		0	0	0	0	150	999	0	60	0	0	0	1	0	0	61	
Permit: 549 Address: 1128 LOUIS DR Owner: SOLANO, GLENDA	16-192 02/16/16 150 AMP SERVICE	R-5	Alt		0	0	0	0	1100	999	0	70	0	0	0	2	0	0	72	Cash
Permit: 70 Address: 454 CEDAR LN Owner: SAHMS	16-193 02/16/16 GAS HEATER	R-5	Alt		0	0	0	0	4500	999	0	0	70	70	0	9	0	0	149	288
Permit: 131 Address: 16 FAIRFIELD AVE Owner: STILES	16-194 02/16/16 GAS REPLACEMENT	R-5	Alt		0	0	0	0	4500	999	0	0	70	70	0	9	0	0	149	288
Permit: 234.01 Address: 27 N LADOW AVE UNIT 23K Owner: CUMBERLAND GREEN APTS	16-195 02/16/16 WATER HEATER	U-	Alt		0	0	0	0	1175	999	0	70	70	0	0	3	0	0	143	3150
Permit: 234.01 Address: 27 N LADOW AVE UNIT 21H Owner: CUMBERLAND GREEN APTS	16-196 02/16/16 WATER HEATER	U-	Alt		0	0	0	0	1175	999	0	70	70	0	0	3	0	0	143	3150

PERMIT FEE LOG REPORT
For the Period of 02/15/16 - 02/19/16

Site Identification	Permit No /	U New/Added Structure		P Hous Unit		Fed		Fees Collected											Check Number
	Date Issued/	Use	Work p	Tot Area	Volume	u Gain/Lost	Value of Cen	Build	Elect	Plumb	Fire	Elev	DCA	Cert	Other	Total			
	Description	Grp	Type	Sq Feet	Cubic Feet	b Sale	Rent	Constructn	No										
Block: 234.01 Lot: 31 Addr: 27 N LADOW AVE UNIT 18G Name: CUMBERLAND GREEN APTS	16-197 02/16/16 WATER HEATER	U-	Alt	0	0	0	0	1175	999	0	70	70	0	0	3	0	0	143	3150
Block: 234.01 Lot: 31 Addr: 27 N LADOW AVE UNIT 11F Name: CUMBERLAND GREEN APTS	16-198 02/16/16 WATER HEATER	U-	Alt	0	0	0	0	1175	999	0	70	70	0	0	3	0	0	143	3150
Block: 234.01 Lot: 31 Addr: 27 N LADOW AVE UNIT 22E Name: CUMBERLAND GREEN APTS	16-199 02/16/16 WATER HEATER	U-	Alt	0	0	0	0	1175	999	0	70	70	0	0	3	0	0	143	3150
Block: 234.01 Lot: 31 Addr: 27 N LADOW AVE UNIT 28C Name: CUMBERLAND GREEN APTS	16-200 02/16/16 WATER HEATER	U-	Alt	0	0	0	0	1175	999	0	70	70	0	0	3	0	0	143	3150
Block: 447 Lot: 7 Addr: 8 N 9TH ST Name: CORBIN	16-202 02/16/16 ROOF RMV/RPL SHGLS	R-5	Alt	0	0	0	0	21422	999	546	0	0	0	0	41	0	0	587	55348
Block: 29 Lot: 17 Addr: 767 SHEWCHENKO AVE Name: KAVANAGH	16-203 02/17/16 OIL TANK REMOVE	U-	Alt	0	0	0	0	200	999	80	0	0	0	0	1	0	0	81	043858
Block: 29 Lot: 17 Addr: 767 SHEWCHENKO AVE Name: KAVANAGH	16-204 02/17/16 INSULATION	U-	Alt	0	0	0	0	3900	999	70	70	120	0	0	8	0	0	268	043858
Block: 29 Lot: 17 Addr: 767 SHEWCHENKO AVE Name: KAVANAGH	16-204+A 02/17/16 MINI SPLIT AC	U-	Alt X	0	0	0	0	800	999	0	70	0	0	0	2	0	0	72	043883
Block: 70 Lot: 45 Addr: 1509 PLEASANT DR Name: TAYLOR	16-205 02/17/16 ROOF MOUNT SOLAR	U-	Alt	0	0	0	0	42900	999	140	350	0	0	0	82	0	0	572	14400

PERMIT FEE LOG REPORT
For the Period of 02/15/16 - 02/19/16

Site Identification	Permit No / Date Issued/	Use	Work	p	U New/Added Structure		P Hous Unit		Fed	Value of Cen	Fees Collected							Check Number		
					Tot Area	Volume	u	Gain/Lost			Constructn	No	Build	Elect	Plumb	Fire	Elev		DCA	Cert
Block: 117 Lot: 1 Address: 517 MAPLE AVE Name: TALALAJ, T	16-206 02/17/16	R-5	Alt		0	0	0	0	17447	999	446	0	0	0	0	33	0	0	479	55349
Block: 103 Lot: 50 Address: 1 BROWN ST Name: MILLER, P	16-207 02/17/16	R-5	Alt		0	0	0	0	6400	999	170	0	0	0	0	12	0	0	182	1546
Block: 96 Lot: 28 Address: 111 MULFORD AVE Name: FOX, EDWARD	16-208 02/18/16	R-5	Alt		0	0	0	0	1500	999	70	0	0	0	0	3	0	0	73	5706
Block: 543 Lot: 1 Address: 831 S 3RD ST Name: CHANCE, J	16-209 02/18/16	R-5	Alt		0	0	0	0	2300	999	0	0	70	0	0	4	0	0	74	0896
Block: 363 Lot: 1 Address: 130 E VINE ST Name: NEACOR	16-210 02/19/16	B-	Alt		0	0	0	0	1270	999	208	0	0	0	0	2	0	0	210	1774
Block: 419 Lot: 6 Address: 16 HIGH ST Name: NARDI, F	16-211 02/19/16	B-	Alt		0	0	0	0	50	999	96	0	0	0	0	1	0	0	97	1774
Block: 533 Lot: 47 Address: 369 PEEK AVE Name: DOBSON	16-212 02/19/16	R-5	Alt		0	0	0	0	100	999	0	70	0	0	0	1	0	0	71	199
Block: 236 Lot: 95 Address: 612 QUAIL DR Name: SCOTT HUDA RES CARE NJ	16-213 02/19/16	R-5	Alt		0	0	0	0	3000	999	0	120	90	0	0	6	0	0	216	1241
Block: 21 Lot: 37 Address: 2440 W. MAIN STREET Name: DARRYL CAPORALE	16-301 02/16/16	R-5	Alt		0	0	0	0	6924	999	183	0	0	0	0	13	0	0	196	1372

**2015 CITY OF MILLVILLE
ANNUAL TAX COLLECTOR'S
REPORT OF RECEIPTS**
(JANUARY 1 THROUGH DECEMBER 31, 2015)

DUE FEBRUARY 29, 2016

Michael Santiago

Mayor

Lynne Porreca Compari

Commissioner

David W. Ennis

Commissioner

Joseph Sooy

Commissioner

Susan Robostello

Clerk/Administrator

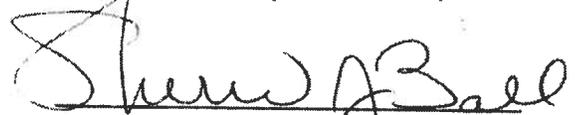
Marcella Shepard

Chief Financial Officer

Ford Scott

Municipal Auditors

Respectfully Submitted,



**Sherri J Ball, CTC
Tax & Utilities Collector**

Pursuant to NJSA 54:4-91

Please note the figures in this report are unaudited

	A	B	C
1	TAX COLLECTOR'S		
2	CY15 YEARLY REPORT OF CASH RECEIPTS		
3			
4			COLLECTIONS
7	101	Tax Sale Payment - Current	243,625.85
8	105	6% YEP-TAX SALE	1,052.06
9	109	Tax Sale Payment - Arrears	32,398.41
10	SLB	SUB LIEN TAX BANKRUP	2,180.57
11	SPL	SPEC CH-LIEN INSTALL	1,807.64
12		DELINQUENT TAXES	564,884.45
13		6% YEAR END PENALTY	3,065.81
14	CY15	CURRENT YEAR TAXES	45,084,112.71
15	CY16	PRE-PAID TAXES	355,799.28
16			\$ 46,288,926.78
17			
18	94	ATTORNEY FEES	3,817.08
19	95	LIEN WEED ASSESSMENT	877.78
20	96	RECORDING FEES	1,342.11
21	99	TAX TITLE LIENS	54,082.03
22			
23		INTEREST	
24		TAXES	130,865.37
25		LIEN	19,464.14
26		TAX SALE	20,192.75
27		TAX ARREARS-TAX SALE	4,929.09
28		ARREARS	15,319.64
29		SPEC ASSMT-TAX SALE INT	2,506.44
30	SLB	SUB LIEN TAX BANKRUP-INT	268.26
31	SPL	SPEC CH-LIEN INSTALL	1,771.93
32		DEMO GRANT INT	5.54
35		CLEAN-UP ASSMT	6,124.85
37		LIEN PENALTY	1,170.95
38		6% YEAR END PENALTY	1,019.44
39			\$ 263,757.40
40			
43	18	CLEAN-UP/DEMO ASSMT	125,729.84
44	19	DEMOLITION-GRANT	530.31
45	107	TAX SALE SPECIAL ASSMT	27,801.00
46	AA	DUE STATE MARRIAGE LIC.	4,005.00
47	A1	ALCHOLIC BEV. LIC.	14,880.00
48	A2	FINGER PRINTS	285.00
49	A4	MARRIAGE LICENSE	474.00
50	A5	BUSINESS LICENSE	6,915.00
51	A6	RAFFLE LICENSE	3,880.00
52	A7	BINGO LICENSE	4,280.00
53	A8	YARD SALE LICENSE	1,335.00
54	A9	TAXI LICENSE & REGIS	1,970.00
55	B1	UNIFORM CONST. CODE	532,694.23
56	B2	VITAL STATISTICS	12,521.00
57	B3	ZONING BOARD	6,000.00
58	B4	PLANNING BOARD	12,349.49
59	B5	TAX SEARCHES	150.00
60	B6	IMPROV. SEARCH	70.00
61	B7	POLICE ALARMS	210.00
62	B8	OCCUPANCY PERMITS	30,905.00
63	B9	SMOKE DET. COMP.	12,384.00
64	BA	DUE STATE BUR FEE	10.00
65	BD	DUMPSTER PERMIT	50.00

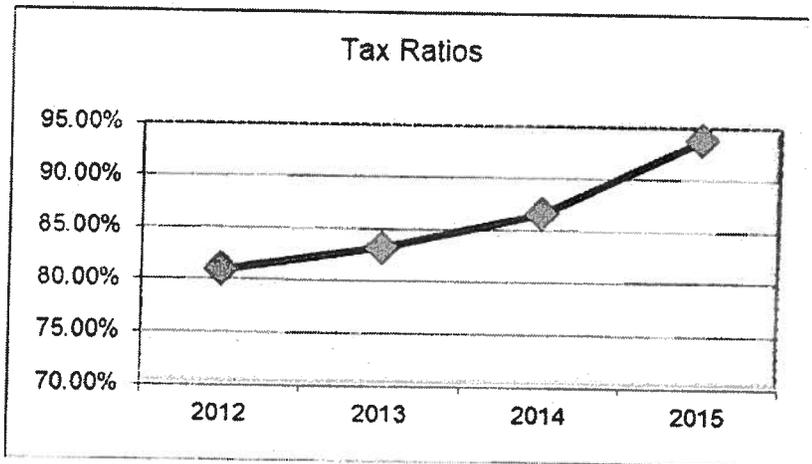
	A	B	C
1		TAX COLLECTOR'S	
2		CY15 YEARLY REPORT OF CASH RECEIPTS	
3			
4			COLLECTIONS
69	C1	ST OPENINGS W/S	22,600.00
71	C3	FIRE SAFETY OFFICIAL	5,056.00
72	C4	OTHER FEE/PERMIT	3,954.14
73	C5	MUNICIPAL COURT	377,671.41
74	C6	FORECLOSED PROP REG	174,666.00
76	CA	TOWING FEE	45,509.00
77	CB	VARIANCE LIST FEE	380.00
78	CC	P.I.L.O.T.	527,108.34
79		P.I.L.O.T. INTEREST	138.76
80	CD	PLANS & SPEC FEES	1,325.00
81	CE	ZONING APPL FEE	14,680.00
83	D1	PILOT - GROUP HOMES	33,359.28
87	D5	Library Aid Payable	12,419.00
91	DA	RENT - MILL. LIBRARY	176,680.00
104	E8	INTEREST INC. CURRNT	2,993.36
116	F3	TRAILER LICENSE FEE	237,630.33
118	F5	FIREARMS REG.	1,971.00
120	F7	SALE OF MUN ASSETS	49,752.19
121	F8	MRNA	26,921.30
122	F9	ACCIDENT REPORTS	138.00
123	FA	COST OF SALE-TAX	44,337.64
124	FB	CONFISCATED FUNDS	159.15
125	FC	SPRINT RENT PROCEEDS	33,820.52
127	FD	TMOBILE RENT PROCESS	19,182.74
128	FE	AT&T-RENT PROCEED	26,133.82
133	G1	P.I.L.O.T. MHA	75,670.04
135	G3	PHOTOCOPIES	77.70
136	G4	CITY MAPS	21.00
139	G7	INS PROCEEDS CONTRA	79,222.93
140	G8	UNALLOCATED RECEIPTS	2.27
142	GA	FED/STATE BUDG. REF	352.00
149	HD	BAD CHECK REC.(CURR.)	1,567.00
169	IBG	BD OF ED-GAS	16,162.96
170	IHA	MLV HOUS AUTH-FLEET	4,203.58
172	INF	RENT-A/R FIRE/RESCUE	400.00
173	INV	INVOICE-CURRENT	14,507.83
174		MISCELLANEOUS CURRENT	\$ 2,830,203.16
175			
176			
177		STATE & FEDERAL GRANTS	
178			
183	DK	BYRNE ASSIST	37,349.00
184	DL	BODY ARMOR REPLACEMENT	6,730.37
186	DO	CLEAN COMMUNITIES	64,425.62
199	EA	MUN.-ALLIANCE GRANT	34,294.00
202	ED	HAZ DISCH. SITE REMT	53,667.35
213	E0	HISTORIC TRUST	29,341.10
220			
221		STATE AND FEDERAL GRANT TOTAL	225,807.44
222			
223			
224		TOTAL DEPOSIT TO CURRENT FUND:	49,608,694.78

ASSESSMENTS & RATIOS

CLASSIFICATION	TOTAL TAX LINES	2015
VACANT LAND	940	27,304,700
RESIDENTIAL	8,391	1,053,515,400
FARM (REGULAR)	57	8,708,100
FARM (QUALIFIED)	89	2,119,700
COMMERCIAL	417	235,235,800
INDUSTRIAL	66	111,370,200
APARTMENT	31	36,362,000
<u>RATABLE TOTAL</u>	<u>9,991</u>	<u>1,474,615,900</u>
TELEPHONE		4,915,402
<u>PUBLIC UTILITY TOTAL</u>	<u>2</u>	<u>4,915,402</u>
PUBLIC SCHOOL	22	74,316,300
OTHER SCHOOL	1	556,800
PUBLIC PROPERTY	466	118,132,900
CHARITABLE	85	43,049,800
CEMETERY	4	709,200
MISCELLANEOUS	118	76,932,800
<u>EXEMPT TOTAL</u>	<u>696</u>	<u>313,697,800</u>

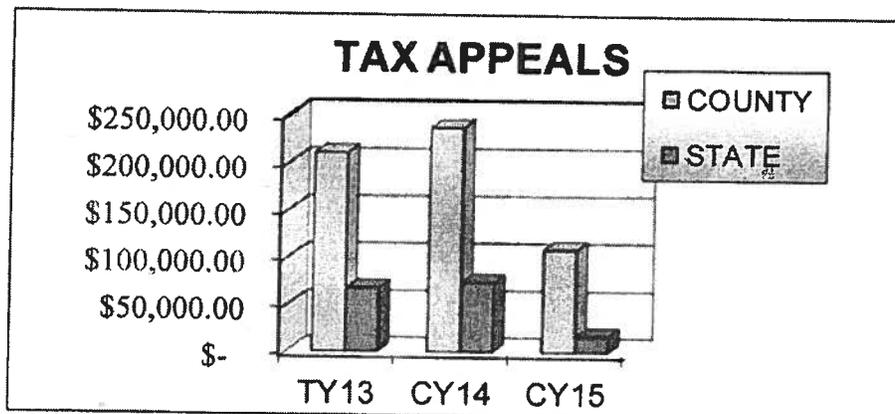
TAX RATIO HISTORY

TAX YEAR	TAX RATIO
2012	81%
2013	83.21%
2014	86.64%
2015	93.87%



TAX APPEALS

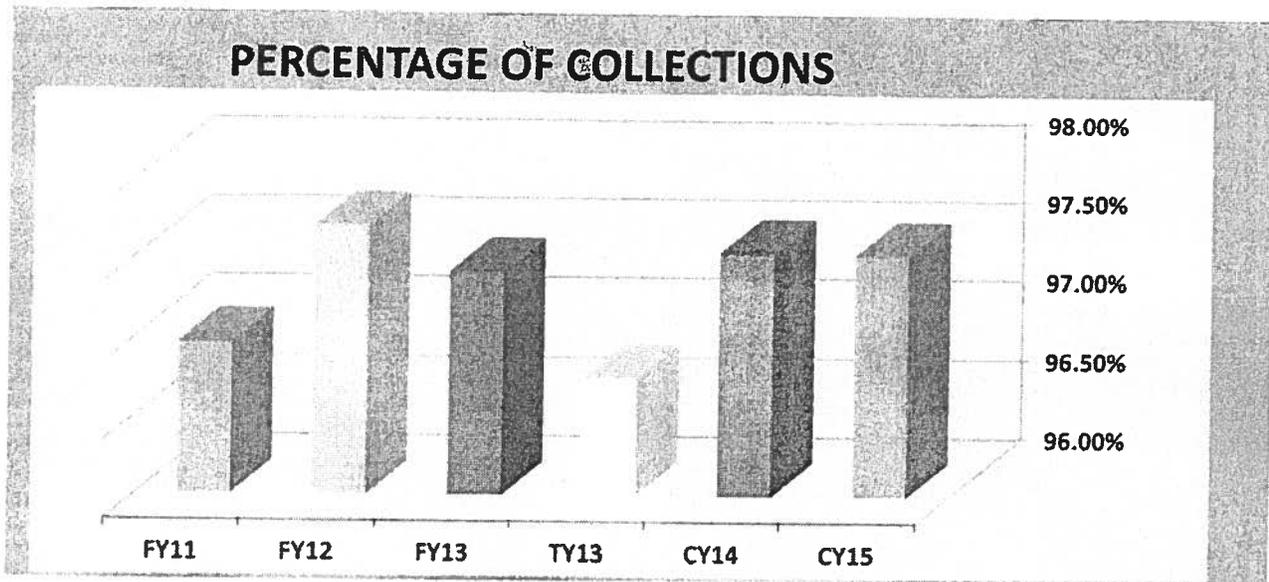
	TY13	CY2014	CY2015
COUNTY	\$237,146.91	\$145,863.18	\$109,106.55
STATE	\$73,673.72	0	\$ 17,930.43
<u>TOTAL APPEALS</u>	<u>\$310,820.63</u>	<u>\$145,863.18</u>	<u>\$127,036.98</u>



HISTORY OF MUNICIPAL TAX RATES

Year	Municipal Rate Per Billing	Municipal Rate Per Budget
Fiscal Year 2012	1.261	1.24
Fiscal/Transitional Year 2013	1.258	1.26
Calendar Year 2014	1.266	1.266
Calendar Year 2015	1.266	1.266

YEAR	% OF COLLECTIONS	TAX LEVY
FY12	97.70%	45,908,696
FY13	97.41%	47,892,471
TY13	96.75%	24,020,483
CY14	97.54%	47,749,647
CY15	97.53%	47,629,100



BANKRUPTCIES

TOTAL ACCOUNTS UNDER PROTECTION OF AUTOMATIC STAY			
DESCRIPTION	No. of Accts	TOTALS FOR CY14 AS OF 12/31/2014	TOTALS FOR CY15 AS OF 12/31/2015
TAX	11 ACCOUNTS	\$74,234.79	\$22,152.53
WATER	20 ACCOUNTS	\$11,810.75	\$4,371.85
SEWER	18 ACCOUNTS	\$20,100.13	\$8,828.15
SPECIAL ASSESSMENT	1 ACCOUNT	\$1,229.65	\$1,229.65
<u>TOTAL UNDER AUTOMATIC STAY:</u>		<u>\$ 136,465.28</u>	<u>\$ 36,582.18</u>

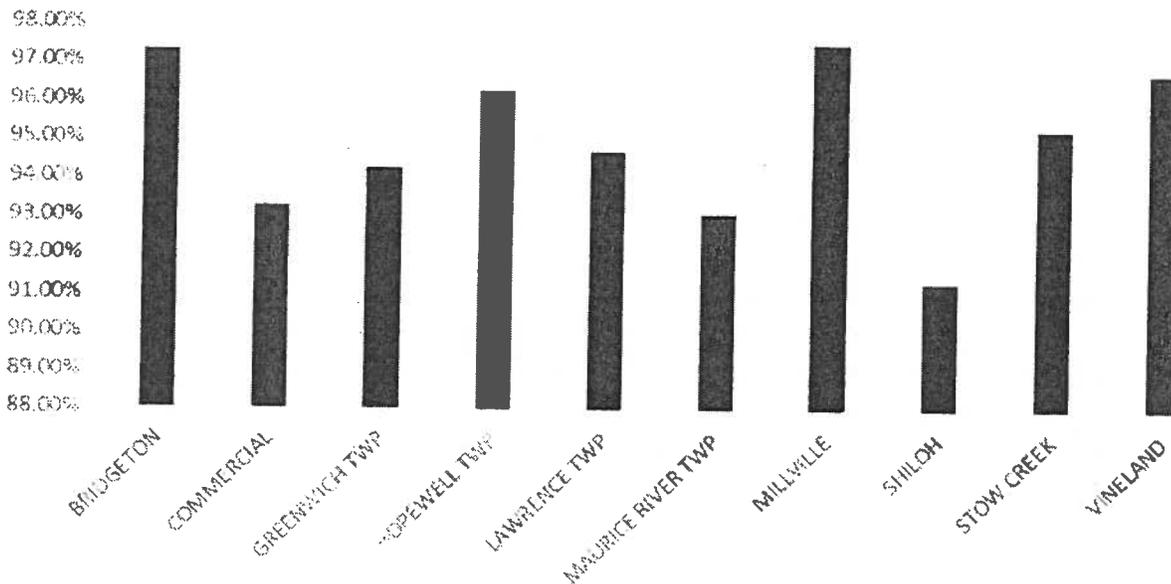
CUMBERLAND COUNTY COMMUNITY COMPARISON Calendar Year 2015

CALENDAR YEAR	MUNICIPALITY	COLLECTION RATES		Increase/ Decrease
		2015	2014	
CALENDAR	BRIDGETON	97.33%	98.52%	-1.19%
CALENDAR	COMMERCIAL	93.25%	93.00%	0.25%
CALENDAR	GREENWICH TWP	94.23%	94.67%	-0.44%
CALENDAR	HOPEWELL TWP	96.28%	95.71%	0.57%
CALENDAR	LAWRENCE TWP	94.71%	94.39%	0.32%
CALENDAR	MAURICE RIVER TWP	93.05%	92.96%	0.09%
CALENDAR	MILLVILLE	97.53%	97.45%	0.08%
CALENDAR	SHILOH	91.29%	92.40%	-1.11%
CALENDAR	STOW CREEK	95.28%	95.40%	-0.12%
CALENDAR	VINELAND	96.76%	96.99%	-0.23%

No Response

CALENDAR DEERFIELD TWP
 CALENDAR FAIRFIELD TWP
 CALENDAR DOWNE TWP
 CALENDAR UPPER DEERFIELD TWP

COMMUNITY COMPARISON



CY2015 TAX SALE STATISTICS

Certificates sold to Third Party Lien Holders

Number of Certificates Issued	265
Water Charges	18,030.74
Sewer Charges	37,423.48
Taxes	276,024.26
6% Year End Penalty	1,052.06
Special Assessments	27,801.00
Interest and Cost of Sale	58,700.34
Total Third Party Liens	419,031.88

Certificates Issued to the City of Millville

Number of Certificates Issued	24
Water Charges	1,139.40
Sewer Charges	1,610.00
Taxes	19,894.10
6% Year End Penalty	
Special Assessments	47,042.72
Interest and Cost of Sale	10,024.11
Total City Liens	79,710.33

Total Amount of Certificates sold 289..... \$ 498,742.21
Total of Premiums Paid at Tax Sale\$ 1,314,600.00

CY2015 Municipal Lien Transactions

<u>Description</u>	<u>Certificates</u>	<u>Amount</u>
Balance as of 12/31/2014	75	\$653,924.26
New Charges from Tax Sale	+24	\$ 79,710.33
CY15 Charges Transferred to Existing Lien		\$ 76,646.31
Liens Redeemed	-19	- \$ 58,211.07
Liens Assigned/Adjusted/Foreclosed	-49	- \$304,044.35
Attorney/Recording Fees		- \$ 45,059.23
Lien Balance as of 12/31/15	=31	\$402,966.25

Third Party Lien Collections

<u>Description</u>	<u>Year</u>	<u>Amount</u>
Collected through Tax Office	TY2013	\$773,807.69
Collected through Tax Office	CY2014	\$849,707.17
Collected through Tax Office	CY2015	\$581,407.58

FY=Fiscal Year

TY=Transitional Year

CY=Calendar Year

REPORT ON FORECLOSURES

<u>RES NO.</u>	<u>YEAR FORECLOSURE STARTED</u>	<u>NO. OF LIENS FILED</u>	<u>AMT. AS OF RES. DATE</u>	<u>NO. OF LIENS REMAINING</u>	<u>BALANCE AS OF 12/31/15</u>
R225-2011	2011	14	\$218703.90	3	\$77,532.61
R206-2012	2012	14	\$35,829.62	1	\$1,709.74
R144-2014	2014	13	\$97,353.16	2	\$12,696.56
			TOTALS	6	\$91,938.91

2015 was a successful year for the foreclosures, we succeeded in foreclosing on a total of 46 Properties, where liens ranged from 1983 to 2013.

A resolution is being submitted for the March 1, 2016 commission meeting to commence foreclosure action on 21 properties totaling \$142,672.02.

**5 YR PILOT ABATEMENTS
BILLING AND COLLECTIONS CY 2015
January 1 through December 31, 2015**

<u>Block</u>	<u>Lot</u>	<u>Location</u>	<u>Owner/Applicant</u>	<u>Taxable Assessment</u>	<u>2015 Taxes Billed</u>	<u>2015 Taxes Collected</u>
227	2	2102-2198 N. 2nd Street	Goodmill, LLC	\$ 42,800	1,379.02	(1,379.02)
581	9	307 Orange Street	Henderson Aquatics Inc.	\$ 51,940	1,673.51	(1,673.51)
227	2	2102-2198 N. 2nd Street	Goodmill, LLC	\$ 56,120	1,808.19	(1,808.19)
257	4	1210 N. 2nd Street	Pinnacle Car Wash, LLC	\$ 131,560	4,238.86	(4,238.86)
483	1.04	208 S. Wade Boulevard	Lloyd's of Millville Inc.	\$ 43,680	1,407.37	(1,407.37)
489	3	301 S. 12th Street	LJE Associates, LLC	\$ 400,000	12,888.00	(12,888.00)
18	7	301 Bluebird Lane	Gran Prix Partners, LP	\$ 4,462,800	143,791.42	(143,791.42)
227	2	2102-2198 N. 2nd Street	Goodmill, LLC	\$ 71,520	2,304.37	(2,304.37)
227	2	2102-2198 N. 2nd Street	Goodmill, LLC	\$ 79,020	2,546.02	(2,546.02)
233	33	2159 N. 2nd Street	Cumberland Recycling Corp Inc	\$ 82,800	2,667.82	(2,667.82)
411	10	215 Buck Street	Buck 52 Properties, LLC	\$ 22,380	721.08	(721.08)
227	2	2102-2198 N. 2nd Street	Goodmill, LLC	\$ 82,240	2,649.77	(2,649.77)
227	2	2102-2198 N. 2nd Street	Goodmill, LLC	\$ 109,440	3,526.16	(3,526.16)
233	3	6 Espoma Road	The Espoma Co.	\$ 537,600	17,321.47	(17,321.47)
542	11	1 Whitall Avenue	Edmund, Allan, Betsy & Richard	\$ 143,120	4,611.33	(4,611.33)
				Totals	203,534.38	(203,534.38)

**PILOT ABATEMENTS
BILLING AND COLLECTIONS CY2015
JANUARY 1 THROUGH DECEMBER 31, 2015
Long Term Tax Exemptions**

<u>BLOCK</u>	<u>LOT</u>	<u>LOCATION</u>	<u>OWNER/APPLICANT</u>	<u>Annual Tax</u>	<u>2015 TAXES COLLECTED</u>
125.03	1	47 Warbird Lane	NJMP	\$67,546.34	\$67,546.34
227	2.01	2100 N 2nd Street	Target Urban Renewal	\$230,972.62	\$230,972.62
461	2	224 S 2nd Street	Holly City Senior Housing	\$25,000.00	\$25,000.00
				Totals	\$325,485.17

	A	B	C
1		TAX COLLECTOR'S	
2		CY15 YEARLY REPORT OF CASH RECEIPTS	
3			
4			COLLECTIONS
225			
226		WATER UTILITY	
227			
228		RENTS	
229			
230		RESIDENTIAL COLLECTIONS	2,195,628.10
231		NON-RESIDENTIAL COLLECTIONS	1,254,849.72
232		FIRE HYDRANTS	12,599.24
233	102	TAX SALE-WATER COLLECTIONS	14,893.21
234	112	WATER ARREARS TAX SALE	2,387.53
235	116	WMF-TAX SALE	750.00
236	12	WATER ARREARS	5,895.34
237	97	WATER LIENS	1,483.12
238			
239		SUB TOTAL	3,488,486.26
240			
241		INTEREST	
242			
243		COLLECTIONS	13,795.14
244		TAX SALE	698.12
245		ARREARS TAX SALE	304.19
246		ARREARS	1,472.91
247		LIENS	498.86
248			
249		SUB TOTAL	\$ 16,769.22
250			
251		MISCELLANEOUS	
252			
253	WMF	TURN ON/OFF	12,621.40
255	WCF	CONNECTING FEES	20,680.00
256	MTR	NEW METER	9,529.37
257	TAP	WATER TAP FEE	6,850.00
262	I7	MISC REV WATER	6,660.23
269	JC	BAD CHECK REC (WATER)	145.00
279			
280		TOTAL WATER MISCELLANEOUS	\$ 56,486.00
281			
291			
292		TOTAL WATER DEPOSIT	\$ 3,561,741.48
293			

	A	B	C
1		TAX COLLECTOR'S	
2		CY15 YEARLY REPORT OF CASH RECEIPTS	
3			
4			COLLECTIONS
294			
295		SEWER OPERATING	
296			
297		RENTS	
298			
299		RESIDENTIAL COLLECTIONS	\$ 4,557,536.49
300		NON-RESIDENTIAL COLLECTIONS	\$ 1,308,398.88
301		SEWER LIENS	\$ 1,768.14
302	103	TAX SALE-SEWER COLLECTIONS	\$ 34,348.06
303	13	SEWER ARREARS	\$ 9,349.66
304	113	SEWER ARREARS TAX SALE	\$ 3,075.42
305		SUB TOTAL	\$ 5,914,476.65
306			
307		INTEREST	
308			
309		COLLECTIONS	26,926.91
310		TAX SALE	1,540.01
311		ARREARS TAX SALE	361.84
312		ARREARS	1,658.26
313		LIENS	495.49
314		SUB TOTAL	\$ 30,982.51
315			
316		MISCELANEOUS	
317	SCF	CONNECTING FEES	38,280.00
318	IBS	BUDGET REFUND-SEWER	2,000.00
330	KE	BAD CHECK REC.	411.00
341			
342		Total Sewer Operating	\$ 40,691.00
354			
355		TOTAL SEWER DEPOSIT	5,986,150.16

Water & Sewer Overview

<u>Year</u>	<u>Water Levy</u>	<u>Water Collections</u>		<u>Sewer Levy</u>	<u>Sewer Collections</u>
CY2014	3,400,001	3,393,792		5,905,252	5,913,177
CY2015	3,987,746	3,465,214		6,720,784	5,900,315

WATER ACCOUNTS/BILLING UNITS

<u>CLASSIFICATIONS</u>	<u>#Billing Accts</u>	<u>#Billing Units</u>
RESIDENTIAL	6372	6675
COMMERCIAL	471	484
INDUSTRIAL	58	58
APARTMENTS	170	2561
COMMERCIAL/RESIDENTIAL	86	116
SCHOOL/PUBLIC BUILDINGS	38	38
FIRE SPRINKLER UNITS	133	271
HYDRANTS	28	103
ACCOUNT TYPE (OFF)	102	106
ACCOUNT TYPE (WTR)	358	368
TOTAL WATER UNITS	7846	10821

SEWER ACCOUNTS/BILLING UNITS

<u>CLASSIFICATIONS</u>	<u>#Billing Accts</u>	<u>#Billing Units</u>
RESIDENTIAL	6123	6419
COMMERCIAL	405	418
INDUSTRIAL	43	43
APARTMENTS	170	2627
COMMERCIAL/RESIDENTIAL	86	116
SCHOOL/PUBLIC BUILDINGS	30	437.37
SEWER FLOW METERS	7	7
ACCOUNTS TURNED OFF	7	7
TOTAL SEWER UNITS	6871	10,074.37

<u>YEARLY</u>	<u>Water</u>	<u>Hydrants</u>	<u>Water Arrears</u>	<u>Sewer</u>	<u>Sewer Arrears</u>
<u>CY 15 Beginning Balance</u>	206,637.62	376.39	11,810.75	385,351.67	20,100.13
<u>Billings</u>	3,987,746.50	13,200.00	0.00	6,720,784.30	0.00
<u>Collections</u>	(3,465,214.17)	(12,599.24)	(8,282.87)	(5,900,315.50)	(12,425.08)
<u>Adjustments to Date</u>	(478,631.24)	(300.00)	843.97	(739,214.36)	1,153.10
<u>Ending Balance</u>	250,538.71	677.15	4,371.85	466,606.11	8,828.15

	A	B	C
1	TAX COLLECTOR'S		
2	CY15 YEARLY REPORT OF CASH RECEIPTS		
3			
4			COLLECTIONS
411			
412	PAYROLL DEDUCT ACCOUNT		
413			
414	IRT	RETIREE CONTRIBUTION	42,936.15
416			
417		TOTAL PAYROLL DEDUCT	\$ 42,936.15
418			
432			
433	ANIMAL CONTROL		
434			
435	R8	DOG LICENSE	15,845.00
436	R9	KENNEL LICENSE	25.00
442		TOTAL ANIMAL CONTROL	\$ 15,870.00
443			
444			
445	COMMUNITY DEVELOPMENT		
446			
456	CDB	COMM DEVELOPMENT	9,615.85
457	CBG	CBG-CODE ENFORCEMENT	19,699.19
458	CBG	CBG-CODE INT	1,056.11
459		TOTAL COMMUNITY DEVELOPMENT (1)	\$ 30,371.15
460			
461			
462	COMMUNITY DEVELOPMENT REVOLVING LOAN		
463			
467	U8	CDBG REV LOAN REPAY CD	2,002.43
468			
469		TOTAL COMMUNITY REVOLVING LOAN	\$ 2,002.43
470			
471			
472	TRUST - OTHER		
473			
474	IPE	PUBLIC DEF-(INVOICE)	1,815.00
475	IPO	POLICE OFF DUTY (INVOICE)	61,382.19
478	T8	MUNICIPAL ALLIANCE	575.00
483	TD	O/S POLICE EMPLOYMENT	112,245.76
485	TH	HOUSING-DEP	20,160.00
487	TN	BUD VANAMAN MEMORIAL	100.00
501	V4	PLANNING BD ESCROWS	21,347.28
503	V6	DED/COMPEN/FIRE	250.00
504	V8	POAA (PARK OFF ADJ)	1,198.00
505	V7	PUB DEF APPLIC FEE	19,780.00
506		TOTAL TRUST (1)	\$ 238,853.23
507			
518			
519	UEZ & UEZ REVOLVING LOAN		
520			
521	U5	UEZ 2ND GEN LOAN	47,500.00
525	IEZ	A/R 2ND GEN UEZ MORT	76,512.41
526			
527		TOTAL UEZ DEPOSIT	\$ 124,012.41
529			
532			
533	TOTAL ALL		59,610,631.79

REPORT ON PERSONNEL

LICENSED

SHERRI J BALL (License #1250), TAX COLLECTOR

TRACEY L SHEETS (License #1563), SUPERVISOR OF ACCOUNTS/
PT. ASST. TAX COLLECTOR

OFFICE STAFF/AGE OF EXPERIENCE

TRACEY DUTTON, ACCT. CLERK CASHIER/TYPING {34 YEARS}

MELISSA PEEK, ACCT. CLERK CASHIER/TYPING {34 YEARS}

DEBORAH WILLIAMS, ACCT. CLERK CASHIER/TYPING {33 YEARS}

VALERIE ERWIN, ACCT. CLERK CASHIER/TYPING {23 YEARS}

HEATHER LAU, ACCT. CLERK CASHIER/TYPING {23 YEARS}

MEMORANDUM

TO: ACM JIF Fund Commissioners
FROM: Jodi Palmeri, Senior Financial Analyst
DATE: February 17, 2016
RE: Quarterly JIF Loss Ratio Snapshot

Loss Ratio Report

Attached you will find your individual JIF Loss Ratio Snapshot for **Fund Years 2009 through 2014** valued as of **December 31, 2015**. The report reflects your respective loss ratio performance compared to the Fund in both table and graph format for all Lines of Coverage.

The reports serve as a mechanism for members to analyze their respective claims position and understand how the loss ratio calculation works.

Loss Ratio is defined as **Incurred Claims** (paid claim amounts + open case reserves) divided by **Loss Funds**.

To illustrate, a member with an annual loss fund assessment of \$100,000 compared to \$40,000 in incurred claims has a 40% **Loss Ratio**. The member is defined as a **Net Giver**, because they are giving 60% more to the Fund than they take in losses.

A loss ratio of 100% represents the breakeven point at which a member's contributed loss funds equal the amount of claims incurred.

A member with an annual loss fund assessment of \$100,000 compared to \$140,000 in incurred claims has a 140% **Loss Ratio**. The member is defined as a **Net Taker**, because they are taking 40% more from the MEL than they contribute in paid loss funds.

Open Claim File Report

Attached to the report you will also find a listing of all open JIF claim files for your municipality for **Fund Years 2009 through 2014**.

We encourage each member to review the status of all files listed.

If you have any questions regarding a specific file, please contact the applicable adjuster listed. All adjuster phone numbers are listed on the Fund website at www.acmjif.org. If you have a question on this report, please contact our office.

Copy: Risk Management Consultants

File: ACM/GEN/Loss Ratio Snapshot; Tab: December 31, 2015

Atlantic County Municipal Joint Insurance Fund

JIF Loss Ratio Snapshot & Open File Summary

December 31, 2015

Millville City

Atlantic County
Municipal Joint
Insurance
Fund



Atlantic County Municipal Joint Insurance Fund

Six Year Cumulative Loss Ratio Summary

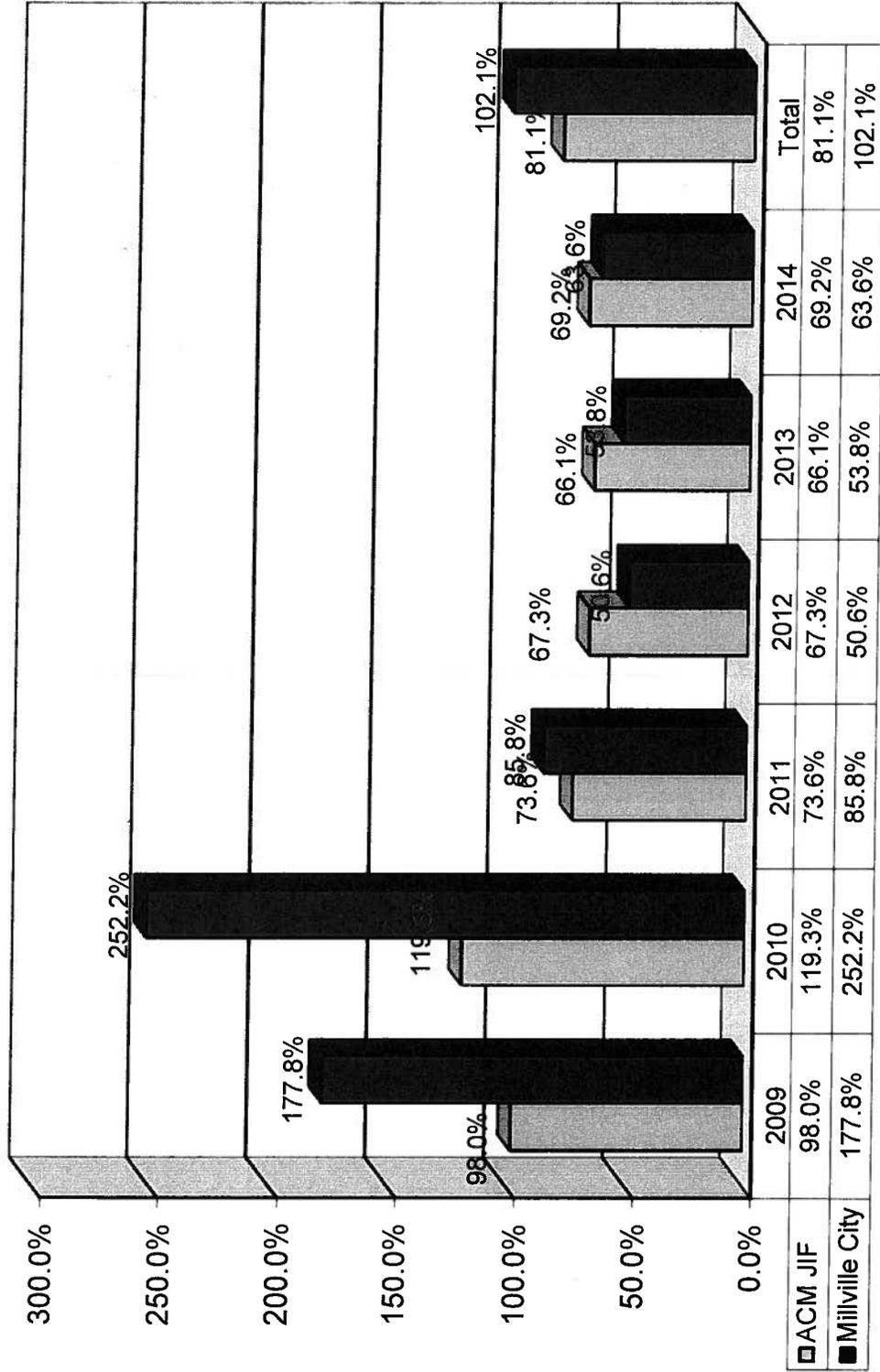
December 31, 2015

		2009	2010	2011	2012	2013	2014	Total
ACM JIF	LOSS FUNDS	11,929,691	13,924,844	14,512,890	15,111,598	15,615,783	15,256,746	86,351,551
	CLAIMS INCURRED	11,691,378	16,616,324	10,677,009	10,175,133	10,325,246	10,553,128	70,038,217
	LOSS RATIO	98.0%	119.3%	73.6%	67.3%	66.1%	69.2%	81.1%

MILLVILLE CITY	LOSS FUNDS	589,649	703,108	824,211	892,856	1,026,783	1,072,988	5,109,595
	CLAIMS INCURRED	1,048,340	1,773,018	707,499	452,027	552,270	682,635	5,215,788
	LOSS RATIO	177.8%	252.2%	85.8%	50.6%	53.8%	63.6%	102.1%

PLEASE NOTE: Claims Incurred includes any money that has been paid on the claim (expenses, medical, settlement, etc) and reserves established by the TPA to account for the anticipated ultimate cost of the claim (expenses, medical, settlement, etc.)

JIF CLAIMS LOSS RATIO SUMMARY - DECEMBER 31, 2015



LOSS RATIO

MEMORANDUM

TO: ACM JIF Fund Commissioners
FROM: Jodi Palmeri, Senior Financial Analyst
DATE: February 17, 2016
RE: Quarterly MEL Loss Ratio Snapshot

Loss Ratio Report

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The reports serve as a mechanism for members to analyze their respective claims position and understand how the loss ratio calculation works.

Loss Ratio is defined as **Incurred Claims** (paid claim amounts + open case reserves) divided by **Loss Funds**.

To illustrate, a member with an annual loss fund assessment of \$100,000 compared to \$40,000 in incurred claims has a 40% **Loss Ratio**. The member is defined as a **Net Giver**, because they are giving 60% more to the Fund than they take in losses.

A loss ratio of 100% represents the breakeven point at which a member's contributed loss funds equal the amount of claims incurred.

A member with an annual loss fund assessment of \$100,000 compared to \$140,000 in incurred claims has a 140% **Loss Ratio**. The member is defined as a **Net Taker**, because they are taking 40% more from the MEL than they contribute in paid loss funds.

Claim File Report

Attached to the report you will also find a listing of all MEL claim files for your municipality for Fund Years 2009 through 2014.

We encourage each member to review the status of all files listed.

If you have any questions regarding a specific file, please contact the applicable adjuster listed. All adjuster phone numbers are listed on the Fund website at www.acmjif.org. If you have a question on this report, please contact our office.

Copy: Risk Management Consultants

File: ACM/GEN/MEL Loss Ratio Snapshot; Tab: December 31, 2015

Atlantic County Municipal Joint Insurance Fund
MEL Loss Ratio Snapshot & File Summary
December 31, 2015
Millville City



Atlantic County Municipal Joint Insurance Fund
Six Year Cumulative MEL Loss Ratio Summary

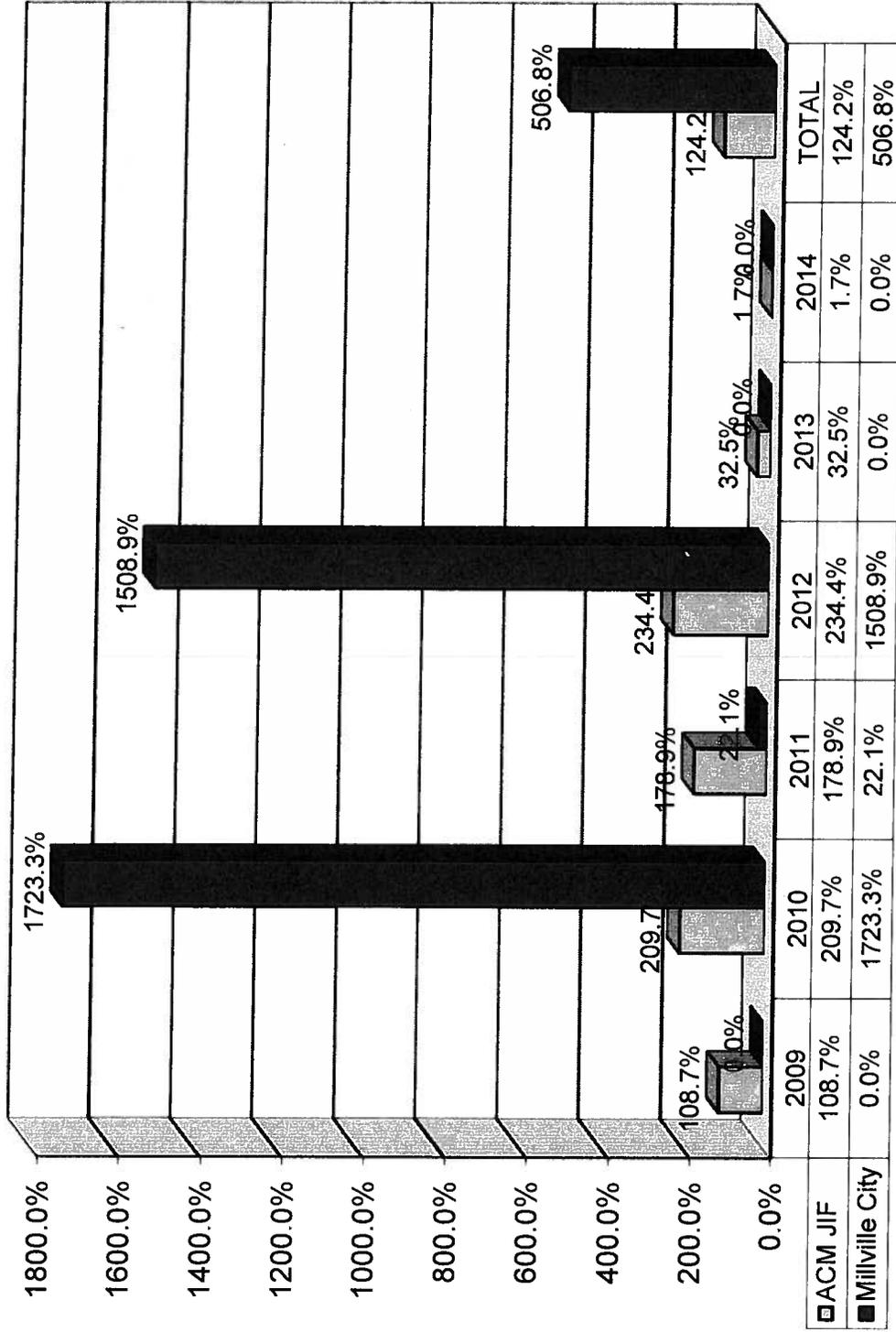
December 31, 2015

	2009	2010	2011	2012	2013	2014	TOTAL
ACM JIF	LOSS FUNDS	2,063,006	1,578,290	1,611,329	1,692,373	1,873,712	10,495,165
	CLAIMS INCURRED	2,242,246	3,309,937	2,882,324	3,966,569	609,671	13,039,718
	LOSS RATIO	108.7%	209.7%	178.9%	234.4%	32.5%	1.7%

MILLVILLE CITY	LOSS FUNDS	137,662	107,080	108,010	113,756	127,208	113,725	707,441
	CLAIMS INCURRED	32	1,845,266	23,882	1,716,443	-	-	3,585,623
	LOSS RATIO	0.0%	1723.3%	22.1%	1508.9%	0.0%	0.0%	506.8%

PLEASE NOTE: Claims Incurred includes any money that has been paid on the claim (expenses, medical, settlement, etc) and reserves established by the TPA to account for the anticipated ultimate cost of the claim (expenses, medical, settlement, etc.)

MEL LOSS RATIO SUMMARY - DECEMBER 31, 2015



LOSS RATIO

MEMORANDUM

TO: ACM JIF Fund Commissioners
FROM: Jodi Palmeri, Senior Financial Analyst
DATE: February 17, 2016
RE: Quarterly EPL/POL Loss Ratio Snapshot

Loss Ratio Report

Attached you will find your individual EPL/POL Loss Ratio Snapshot for Fund Years 2009 through 2014 valued as of December 31, 2015. The report reflects your respective loss ratio performance compared to the Fund in both table and graph format for all Lines of Coverage.

The reports serve as a mechanism for members to analyze their respective claims position and understand how the loss ratio calculation works.

Loss Ratio is defined as **Incurred Claims** (paid claim amounts + open case reserves) divided by **Loss Funds**.

To illustrate, a member with an annual loss fund assessment of \$100,000 compared to \$40,000 in incurred claims has a 40% **Loss Ratio**. The member is defined as a **Net Giver**, because they are giving 60% more to the Fund than they take in losses.

A loss ratio of 100% represents the breakeven point at which a member's contributed loss funds equal the amount of claims incurred.

A member with an annual loss fund assessment of \$100,000 compared to \$140,000 in incurred claims has a 140% **Loss Ratio**. The member is defined as a **Net Taker**, because they are taking 40% more from the MEL than they contribute in paid loss funds.

Claim File Report

Attached to the report you will also find a listing of all EPL/POL claim files for your municipality for Fund Years 2009 through 2014.

We encourage each member to review the status of all files listed.

If you have any questions regarding a specific file, please contact the applicable adjuster listed. All adjuster phone numbers are listed on the Fund website at www.acmjif.org. If you have a question on this report, please contact our office.

Copy: Risk Management Consultants

File: ACM/GEN/EPL-POL Loss Ratio Snapshot; Tab: December 31, 2015

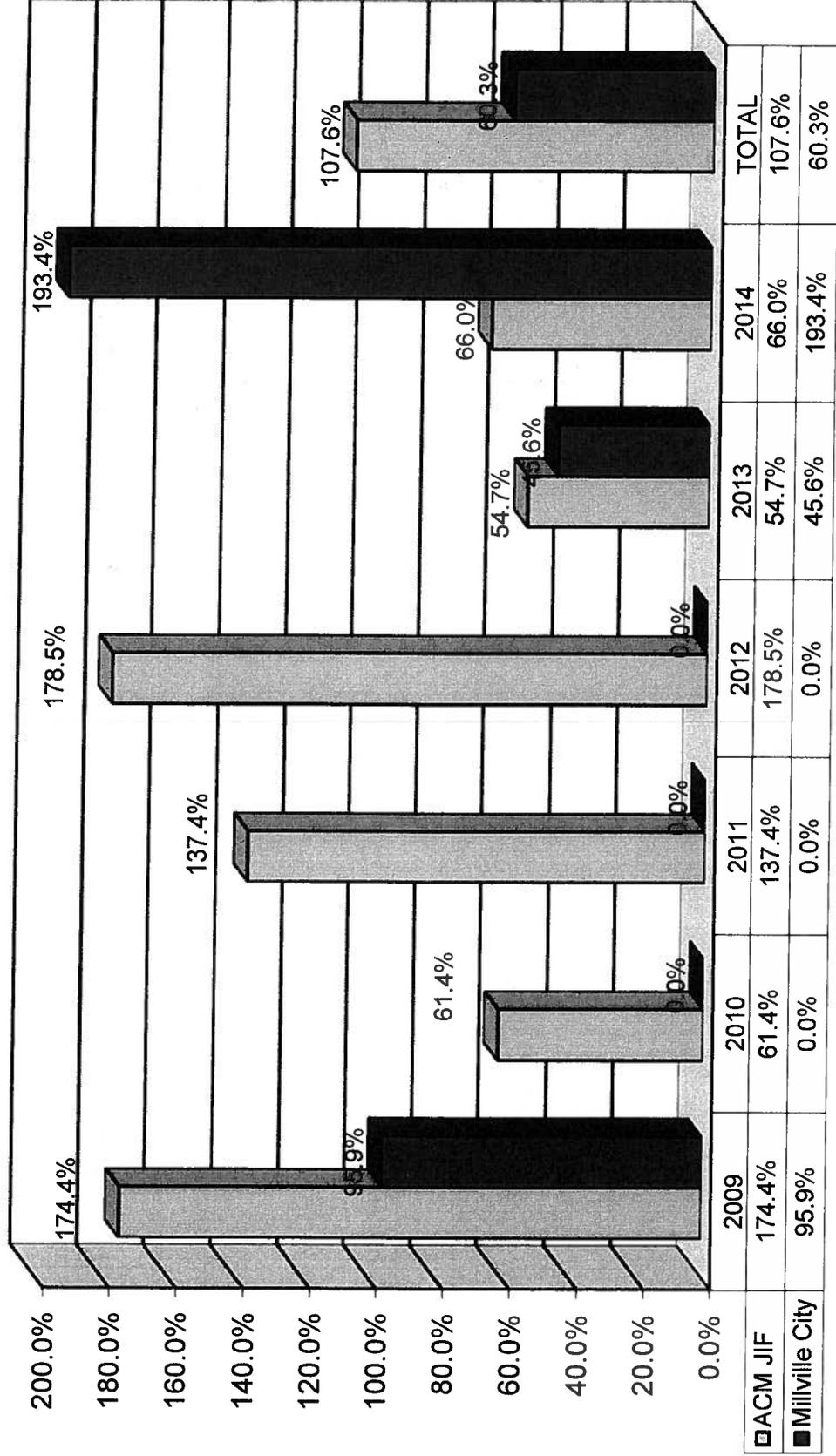
**Atlantic County Municipal Joint Insurance Fund
EPL/POL Loss Ratio Snapshot & File Summary**

December 31, 2015

Millville City



EPL/POL LOSS RATIO SUMMARY - DECEMBER 31, 2015



LOSS RATIO

Atlantic County Municipal Joint Insurance Fund
Six Year Cumulative EPL/POL Loss Ratio Summary
December 31, 2015

	2009	2010	2011	2012	2013	2014	TOTAL
ACM JIF	LOSS FUNDS	1,001,987	1,301,865	1,532,872	1,547,466	1,738,720	8,805,910
	CLAIMS INCURRED	1,747,776	799,212	2,105,959	2,762,227	950,890	9,477,454
	LOSS RATIO	174.4%	61.4%	137.4%	178.5%	54.7%	66.0%

MILLVILLE CITY	LOSS FUNDS	63,755	76,366	96,433	96,061	111,088	560,543
	CLAIMS INCURRED	61,124	-	-	-	50,681	337,806
	LOSS RATIO	95.9%	0.0%	0.0%	0.0%	45.6%	193.4%

PLEASE NOTE: Claims Incurred includes any money that has been paid on the claim (expenses, medical, settlement, etc) and reserves established by the TPA to account for the anticipated ultimate cost of the claim (expenses, medical, settlement, etc.)

**CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY**

ORDINANCE NO.

**AN ORDINANCE AMENDING CHAPTER 2 SECTION 10
SO AS TO CLARIFY RESPONSIBILITY FOR SIGNING
PERSONNEL FORMS AS THE APPOINTING AUTHORITY**

WHEREAS, Chapter 2, Section 10 delegates certain powers to the City Administrator, including powers pertaining to the supervision of personnel matters; and

WHEREAS, those powers are more specifically designated in Subsection (9) of Section 10; and

WHEREAS, the Board of Commissioners of the City of Millville finds that it is necessary to amend this subsection in order to clarify that the Commissioner who is assigned as the director of a particular department of the City shall be the appointing authority of employees of that department;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE AS FOLLOWS:

SECTION 1

- A. Pursuant to N.J.S.A. 40A:9-136 et seq., the office of the City Administrator is hereby created. The City Administrator shall exercise those executive responsibilities of the municipality as delegated herein.
- B. The City Administrator shall be appointed by a majority vote of the governing body of the municipality pursuant a resolution. The term of office of the City Administrator shall be at the pleasure of the governing body.
- C. The City Administrator may be removed from office only by a two-thirds vote of the governing body pursuant to a resolution. The resolution of removal shall become effective three months after its adoption by the governing body. The governing body may provide that the resolution shall have an immediate effect; provided, however, that the governing body shall cause to be paid to the Administrator any unpaid balance of his or her salary plus the next three calendar months following the adoption of the resolution.
- D. The City Administrator shall receive a salary as set forth in the Annual Salary Ordinance. The office of City Administrator may be filled by resolution on either a full-time or part-time basis as may be determined by the governing body to be in the

best interest of the municipality.

- E. The City Administrator shall, at a minimum, be experienced in local government affairs and administration as well as having demonstrated managerial talent and experience.
- F. The City Administrator is the Chief Administrative Officer of the municipality and is responsible for the efficient administration of all of the affairs of the municipality. As such, the person appointed to this position shall be responsible for the following duties:
 - (1) Assist Commissioners. Assist individual Commissioners when requested to do so to carry out the functions and mission of their respective departments.
 - (2) Budget. Cooperate with the Chief Financial Officer in the drafting and revision of the proposed annual budget as directed by the Director of Revenue and Finance.
 - (3) Collective bargaining negotiations. Participate in negotiations with employee collective bargaining units.
 - (4) Delivery of municipal services. Coordinate, direct and plan, through the department heads and superintendents, the various activities, affairs and services of the municipality as determined by the Board of Commissioners.
 - (5) Efficient operation of departments. Provide the appropriate level of coordination, direction, information and support to department heads to effectuate the efficient operation of their departments.
 - (6) Liaison. Serve as liaison between the Board of Commissioners, department heads, and the various agencies of other governmental authorities such as county, state and federal to advance the activities, goals, plans, and services of the municipality and to facilitate the daily work of the administrative staff.
 - (7) Ordinances and resolutions. Recommend the adoption of ordinances and resolutions deemed necessary and appropriate for the best interests of the municipality.
 - (8) Organizational structure. Help establish and maintain an organizational structure for the various departments and units of municipal government in the interest of the economical and efficient conduct of the municipal affairs governed by the Board of

Commissioners.

- (9) Personnel policies. Administer, enforce and interpret the personnel policies adopted by the Board of Commissioners, and oversee the process of promotion, demotion, discipline and discharge of any and all officers and employees of the municipality. However, the Commissioner who is assigned as the Director of a particular City Department as per § 2-5 shall be considered as the appointing authority for all purposes in that Department including the signing of personnel forms for employees of said department.
 - (10) Reports. Provide regular reports to the Board of Commissioners on municipal operations, plans and projects.
- G. The City Administrator shall be assigned to the Department of Revenue and Finance, but shall have responsibility to and duties regarding all agencies and departments within the City.

SECTION 2

Should any provision of this ordinance be deemed invalid for any reason that invalidity shall not affect the remaining provisions of the ordinance, and the provisions and sections of the ordinance are hereby declared to be severable with respect to their validity.

SECTION 3

This ordinance shall take effect twenty (20) days after final passage, according to law.

Moved By: _____

Seconded By: _____

<u>VOTING</u>	<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
Michael Santiago				
Lynne Porreca Compari				
David W. Ennis				
Joseph Sooy				

CERTIFICATION

I certify that the foregoing is a true copy of a Resolution adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on _____, 2016.

Susan G. Robostello, City Clerk

Ordinance No. _____

WHEREAS Section 2-69 of the Municipal Code requires that the currently effective ordinances fixing the salaries and rates of compensation of officers and employees of the municipality shall be kept on file in the office of the City Clerk; and

WHEREAS, the governing body of the municipality desires to amend the salary ordinance to amend an existing title's maximum compensation for the following:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Deputy Municipal Clerk	\$20,000.00	\$75,000.00

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MILLVILLE AS FOLLOWS:

1. The salary ordinance is hereby amended to reflect the change in the maximum salary of the existing title.
2. A copy of the ordinance shall be kept on file in the office of the City Clerk.
3. This amendment to the salary ordinance shall be effective after final approval and publication as required by law.

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

**CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY**

ORDINANCE NO. _____ - 2016

REFUNDING BOND ORDINANCE OF THE CITY OF MILLVILLE, IN THE COUNTY OF CUMBERLAND, STATE OF NEW JERSEY (THE "CITY") PROVIDING FOR (i) THE REFUNDING OF CERTAIN OUTSTANDING GENERAL IMPROVEMENT BONDS, WATER UTILITY BONDS, AND SEWER UTILITY BONDS, SERIES 2008, OF THE CITY TO PROVIDE NET DEBT SERVICE SAVINGS, AND (ii) AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,750,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY TO EFFECT SUCH REFUNDING AND APPROPRIATING THE PROCEEDS THEREFOR

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF MILLVILLE, COUNTY OF CUMBERLAND, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented ("**Local Bond Law**"), as follows:

Section 1. For the purposes stated in Section 2 of this refunding bond ordinance ("**Ordinance**"), negotiable general obligation refunding bonds of the City of Millville, County of Cumberland, New Jersey ("City"), to be designated substantially "City of Millville, General Obligation Refunding Bonds, Series 2016", are hereby authorized to be issued in an aggregate principal amount not to exceed \$4,750,000, to be comprised of \$2,050,000 maximum principal amount General Improvement Refunding Bonds, \$1,600,000 maximum principal amount Water Utility Refunding Bonds, and \$1,100,000 maximum principal amount Sewer Utility Refunding Bonds (collectively, the "**Refunding Bonds**") pursuant to Sections 40A:2-51 to 40A:2-53 and Sections 40A:2-55 to 40A:2-59 of the Local Bond Law.

Section 2. The purposes for which the Refunding Bonds are authorized to be issued as permitted by Section 40A:2-51 of the Local Bond Law are:

(a) Paying or advance refunding of \$1,751,000 in aggregate principal amount of the City's General Improvement Bonds, Series 2008, constituting the bonds of such series maturing on and after September 1, 2019 (the "**Prior GO Bonds**");

(b) Paying or advance refunding \$1,405,000 in aggregate principal amount of the City's Water Utility Bonds, Series 2008, constituting the bonds of such series maturing on or after September 1, 2019 (the "**Prior Water Utility Bonds**");

(c) Paying or advance refunding \$965,000 in

aggregate principal amount of the City's Sewer Utility Bonds, Series 2008, constituting the bonds of such series maturing on or after September 1, 2019 (the "**Prior Sewer Utility Bonds**"; collectively with the Prior GO Bonds and the Prior Water Utility Bonds being hereafter referred to as the "**Refunded Bonds**"); and

(d) Paying the costs of the issuance of the Refunding Bonds, including underwriting discount, insurance premium, printing, advertising, accounting, financial and legal expenses, in an amount not to exceed \$125,000, which amount is included in the authorized principal amount of the Refunding Bonds.

Section 3. Pursuant to Section 40A:2-58 of the Local Bond Law, the Refunding Bonds shall be issued in fully registered form, in the denomination of \$5,000 or any integral multiple thereof and shall mature at such time or times not exceeding thirteen (13) years from the date thereof, but in no event later than September 1, 2028. The Refunding Bonds shall bear a designation including the word "refunding", as provided in Section 1 hereof, and the text of the Refunding Bonds shall recite that such Bonds are issued pursuant to the Local Bond Law. All other terms of the Refunding Bonds, including, without limitation, the dates thereof, the rate or rates of interest to be paid thereon, the provisions for redemption prior to maturity thereof, and the place or places for payment thereof, shall be as determined by subsequent resolution or resolutions of the Commission of the City of Millville (the "**Commission**"), as permitted by Section 40A:2-58 of the Local Bond Law.

Section 4. (a) In accordance with Section 40A:2-55 of the Local Bond Law, a certified copy of this Ordinance shall be filed before final passage thereof with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, together with a complete statement in the form prescribed by the Director as required by Section 40A:2-55 of the Local Bond Law as to the Refunding Bonds, executed by the Chief Financial Officer of the City. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the Refunding Bonds provided for in this Refunding Bond Ordinance and the said bonds authorized by this Refunding Bond Ordinance will be within all debt limitations prescribed by the Local Bond Law.

(b) The Refunded Bonds have been issued by the City pursuant to the Local Bond Law and it is hereby confirmed and acknowledged that the Refunded Bonds are valid and binding obligations of the City.

Section 5. The full faith, credit and taxing power of the City are hereby pledged to the payment of principal of and interest on the Refunding Bonds. The Local Bond

Law provides that the Refunding Bonds shall be direct, unlimited obligations of the City and that the City shall be obligated to levy ad valorem taxes upon all the taxable property within the City for payment of principal of and interest on the Refunding Bonds without limitation of rate or amount.

Section 6. Escrow funds pledged for the payment and security of the Refunded Bonds are hereby authorized to be established with proceeds of the Refunding Bonds pursuant to an escrow agreement or agreements with respect to the Refunding Bonds executed and delivered by the City and any bank, trust company or national banking association with trust powers having its principal office in the State of New Jersey and designated by resolution of the Commission to act as escrow agent under such agreement. Such escrow agreement(s) shall be in form approved by subsequent resolution of the Commission.

Section 7. The Refunding Bonds shall be executed in the name of the City by the manual or facsimile signatures of the Mayor and the Chief Financial Officer of the City under the affixed, imprinted or reproduced seal of the City attested by the manual or facsimile signature of the City Clerk.

Section 8. The Commission is hereby authorized and directed to enter into any and all contracts or agreements necessary, desirable or convenient to effectuate the refunding program authorized by this Ordinance, including, without limitation, the payment and refunding of the Refunded Bonds and in connection therewith the Commission may establish any sinking fund or other fund or account necessary or appropriate for such refunding program.

Section 9. In accordance with the provisions of N.J.A.C. 5:30-2.5, the Commission hereby determines that the following conditions apply to the issuance of the proposed Refunding Bonds:

(a) the present value savings will be at least three (3%) percent;

(b) No annual debt service payment on the Refunding Bonds shall be more than the debt service schedule on the Refunded Bonds;

(c) the final maturity of the Refunding Bonds shall not exceed the maturity date of the Refunded Bonds; and

(d) the debt service savings are substantially level across the life of the refunding transaction.

Section 10. The Mayor and members of the Commission and appropriate officials of the City, including without

limitation the Chief Financial Officer, are hereby jointly and severally authorized and directed to take all actions and execute all documents and instruments necessary or appropriate to carry out the purposes of this Ordinance, including, without limitation, the furnishing of such documentation, certifications, and information as may be required by the Director of the Local Finance Board of the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey (the "**Local Finance Board**"), including the filing within ten (10) days of the closing on the issuance of the Refunding Bonds of such information and documentation with the Local Finance Board as required by of N.J.A.C. 5:30-2.5. All prior actions taken by such officials in connection with the refunding program authorized by this Ordinance are hereby ratified and confirmed.

Section 11. This Ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

FIRST READING: February 16, 2016
PUBLICATION: February 19, 2016
FINAL READING: March 1, 2016
PUBLICATION WITH STATEMENT: March 4, 2016

CERTIFICATION

I certify that the foregoing is a true copy of a Bond Ordinance adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on March __, 2016.

Susan G. Robostello, City Clerk

Daily Journal, Vineland



Publication Name:

Daily Journal, Vineland

Publication URL:

Publication City and State:

Millville , NJ

Publication County:

Cumberland

Notice Popular Keyword Category:

Notice Keywords:

Refunding Bonding

Notice Authentication Number:

201602241413014317904

3350500898

Notice URL:

Notice Publish Date:

Friday, February 19, 2016

Notice Content

CITY OF MILLVILLE NOTICE OF PENDING REFUNDING BOND ORDINANCE The Refunding Bond Ordinance published herewith was introduced and passed upon first reading at a meeting of the governing body of the City of Millville, in the County of Cumberland, State of New Jersey, held on February 16, 2016, at the Municipal Building. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held on March 1, 2016, at 6:30 o'clock P.M. at the Municipal Building. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office located on the 3rd Floor, Municipal Building, 12 S. High Street, Millville, New Jersey, for the members of the general public who shall request the same. Susan G. Robostello, City Clerk This Notice is published pursuant to N.J.S.A. 40A:2-17. Date of Publication: February 19, 2016 \$16.77

[Back](#)

**CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY**

ORDINANCE NO.

**AN ORDINANCE REPEALING ARTICLE XVI ("TAXICABS,
LIMOUSINES AND JITNEYS") OF CHAPTER 33 AND
ENACTING IN ITS STEAD NEW ARTICLE XX ("TAXICABS ")
OF SAID CHAPTER**

WHEREAS, it has come to the attention of the Board of Commissioners of the city of Millville that Article XVI ("Taxicabs, Limousines and Jitneys") is now nearly fifteen years old and needs to be updated;

WHEREAS, the City of Millville Police Department has recommended that certain revisions be made to the Ordinance to bring it up to date for Police Department purposes;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE AS FOLLOWS:

SECTION 1

ARTICLE XX TAXICABS

§ 33-160. Definitions.

For the purposes of this chapter, the following terms shall be defined as follows:

PERSON

Any individual, partnership, corporation or association.

PUBLIC SAFETY DIRECTOR

The Commissioner assigned by the Board of Commissioners to be the Director of the Department of Public Safety pursuant to § 2-5 of the Code of the City of Millville.

STREET

Any street, avenue, park, parkway, highway or other public place.

TAXICAB

Any automobile, motor vehicle or other vehicle, commonly called "taxi," engaged in the business of carrying passengers for hire, which is held out, announced or advertised to operate and run or which is operated or run over any of the streets or the public highways of this City and, particularly, accepts and discharges such persons as may offer themselves for transportation from points or places to points and places.

TAXIMETER

A meter instrument or device attached to a taxicab upon which the fare is based, which measures mechanically the distance driven and the waiting time.

WAITING TIME

The time when a taxicab is not in motion, from the time of acceptance of a passenger to the time of discharge, but does not include any time that a taxicab is not in motion due to any cause other than the request, act or fault of a passenger.

§ 33-161. License requirements.

No person may cause a taxicab to be operated without first having obtained a taxicab owner's license from the City Clerk of the City of Millville. No person may operate a taxicab without first having obtained a taxicab operator's license from the City Clerk.

§ 33-162. License procedure.

All applications shall be in writing on forms approved by the City Clerk. All applications for taxicab owner's and operator's licenses shall be completed in their entirety and filed with the City Clerk. Any application which is deemed incomplete by the City Clerk or his/her designee shall be rejected. All completed applications shall have the date and time that they have been received recorded thereon.

A. Taxicab Operator's License.

- (1) All applications for taxicab operator's license shall contain or be accompanied with the following:
 - (a) The name, age and residence of the applicant. A post office box is not acceptable.
 - (b) The names and addresses of two references residing in the City of Millville.
 - (c) The full amount of the license application fee hereinafter prescribed.
 - (d) Other information deemed appropriate by the Director of Public Safety and/or the Chief of Police.
- (2) All applicants shall have the following qualifications:
 - (a) An applicant shall be at least 20 years of age with three (3) years driving experience.
 - (b) An applicant shall be a citizen or legal

resident of the United States.

- (c) An applicant shall have a valid New Jersey driver's license.
- (d) An applicant shall be able to communicate in the English language.
- (e) An applicant shall be disqualified from operating or driving a taxicab if a criminal history background check and/or driver's abstract required pursuant to § 33-162A(5) revealed a record of conviction of any of the following crimes or offenses:

[1] In New Jersey or elsewhere any crime or offense as follows: aggravated assault, arson, burglary, escape, extortion, homicide, kidnapping, robbery, aggravated sexual assault, sexual assault, or endangering the welfare of a child pursuant to N.J.S.A. 2C:24-4, whether or not armed with or having in his possession any weapon enumerated in Subsection r. of N.J.S.A. 2C:39-1, a crime pursuant to the provisions of N.J.S.A. 2C:39-3, N.J.S.A. 2C:39-4 or N.J.S.A. 2C:39-9 or a disorderly persons or petty disorderly persons offense for the unlawful use, possession or sale of a controlled dangerous substance as defined in N.J.S.A. 2C:35-2.

[2] In any other state, territory, commonwealth or other jurisdiction of the United States, or any country in the world, as a result of a conviction in a court of competent jurisdiction, a crime which in that other jurisdiction or country is comparable to one of the crimes enumerated in Subsection A(2)(e)[1] of this section.

[3] In New Jersey or elsewhere the conviction of an alcohol or drug-related traffic offense enumerated in N.J.S.A. 39:4-49.1, N.J.S.A. 29:4-50 et seq. or N.J.S.A. 39:4-51 et seq. or its equivalent in any other state, territory, commonwealth or other jurisdiction of the United States, which has occurred in the last 10 years prior to the application being

submitted.

- (f) An applicant shall have further qualifications that the Director of Public Safety may deem appropriate and necessary to determine the fitness of the applicant to operate a taxicab.
 - (g) Notwithstanding anything herein to the contrary, if a person who has been convicted of one of the crimes or offenses enumerated in Subsection A(2)(e)[1] and [2] of this section can produce a certificate of rehabilitation issued pursuant to N.J.S.A. 2A:168A-8 or, if the criminal offense occurred outside New Jersey, an equivalent certificate from the jurisdiction where the criminal offense occurred, the criminal offense shall not disqualify the applicant from operating or driving a taxicab.
- (3) An application shall not be deemed complete unless accompanied by a current and complete criminal history and a current and complete State of New Jersey Certified Motor Vehicle Abstract of each driver employed by or otherwise associated with the taxicab owner. If deemed necessary by the Millville Police Department each applicant shall be fingerprinted by the Millville Police Department or such other agency that regularly performs background checks for the City of Millville.
 - (4) An operator's license shall not be transferable.
 - (5) Upon submission of an application, the Millville Police Chief shall cause an investigation to be made to determine whether the applicant meets the qualifications as set forth herein. The Millville Police Chief shall submit his/her report of findings to the City Clerk.
 - (6) The City Clerk shall submit his/her recommendations for the issuance of a taxicab operator's license to Board of Commissioners for consideration. When the Board of Commissioners has determined to grant such license, it shall do so by resolution. Upon the adoption of such resolution, the City Clerk shall sign all licenses and issue to each approved operator an operator's license in accordance herewith.
 - (7) Each applicant who has been approved for an operator's license as prescribed herein shall be issued an operator's license which shall contain a photo identification of the operator. Said

license shall be displayed conspicuously on the dashboard of the taxicab being operated in plain view of the passenger. Said license shall be presented at anytime upon the request of any police officer, the Code Enforcement Officer, the Director of Public Safety, any authorized City agent or any passenger. Every operator's license shall have affixed thereto the City license number, date of issue and date of expiration.

- (8) Each taxicab operator licensed in accordance herewith shall be required to comply with Subsection A(3) every year, which shall be completed prior to the date of expiration of their current license.

B. Taxicab Owner's License.

- (1) All applications for taxicab owner's license shall contain or be accompanied by the following:

- (a) The names, age and residence of the applicant. A post office box is not acceptable.

- [1] If a partnership, the names, ages and residences of all partners along with the business address of the partnership.

- [2] If a corporation, the names, ages and residences of its president, secretary and treasurer along with its certificate of incorporation, certified copy of resolution authorizing this application and a certificate of good standing issued by the State of New Jersey not more than 30 days prior to the date of application. Application of any corporation shall be signed by its president and attested by its secretary.

- [3] If a limited liability company, the names, ages and residences of all of its members, name, age and residence of managing member, certified copy of the resolution authorizing the application, certificate of good standing issued by the State of New Jersey not more than 30 days prior to the date of the application.

- (b) A description of the vehicle or vehicles to be licensed, including the year, make and model, seating capacity, vehicle

identification number and license plate number thereof. Should the applicant not have this information at the time his/her application has been filed with the date and time of receipt recorded thereon, then, in that event, this information must be supplied to the City Clerk prior to the issuance of an owner's license.

- (c) The owner of such taxicab to be licensed in accordance herewith shall file with the City Clerk for each taxicab operated an insurance policy of a company duly licensed to transact business under the insurance laws of the State of New Jersey, conditioned for the payment of a sum of not less than \$35,000 to satisfy all claims for damages by reason of the bodily injuries to, or the death of, all persons on account of any such accident by reason of the ownership, operation, maintenance or use of such taxicab upon any public street; and conditioned for the payment of a sum not less than \$5,000 to satisfy any claim for damages to property of any one person resulting from an accident and a sum not less than \$5,000 to satisfy all claims for damages to property of all persons on account of any such accident by reason of the ownership, operation, maintenance or use of such taxicab upon any public street.
 - (d) The names and addresses of two references residing in the City of Millville.
 - (e) The full amount of the application fee herein prescribed.
 - (f) Other information deemed appropriate by the Director of Public Safety.
- (2) All applicants for a taxicab owner's license shall have the following qualifications:
- (a) An applicant shall be at least 18 years of age. All partners, corporate officers or members of the limited liability company applicant shall be at least 18 years of age.
 - (b) All applicants shall be a citizen or legal resident of the United States. All partners, corporate officers or members of a limited liability company applicant shall be a citizen or legal resident of the United States.
 - (c) An applicant shall be disqualified from

obtaining a taxicab owner's license if any persons enumerated in § 33-162B(1)(a) shall have a record of conviction of any of the following crimes or offenses:

- [1] In New Jersey or elsewhere any crime as follows: aggravated assault, arson, burglary, escape, extortion, homicide, kidnapping, robbery, aggravated sexual assault, sexual assault, or endangering the welfare of a child pursuant to N.J.S.A. 2C:24-4, whether or not armed with or having in his possession any weapon enumerated in Subsection r. of N.J.S.A. 2C:39-1, a crime pursuant to the provisions of N.J.S.A. 2C:39-3, N.J.S.A. 2C:39-4 or N.J.S.A. 2C:39-9 or a disorderly persons or petty disorderly persons offense for the unlawful use, possession or sale of a controlled dangerous substance as defined in N.J.S.A. 2C:35-2.
 - [2] In any other state, territory, commonwealth or other jurisdiction of the United States, or any country in the world, as a result of a conviction in a court of competent jurisdiction, a crime which in that other jurisdiction or country is comparable to one of the crimes enumerated in Subsection B(2)(c)[1] of this section.
 - [3] In New Jersey or elsewhere the conviction of an alcohol- or drug-related traffic offense enumerated in Title 39-4 et seq., which has occurred in the last 10 years prior to the application being submitted.
- (d) (Reserved)
 - (e) An applicant shall have such further qualifications that the City Clerk or Police Chief may deem appropriate and necessary to determine the fitness of the applicant to own a taxicab.
 - (f) Notwithstanding anything herein to the contrary, if a person who has been convicted of one of the crimes or offenses enumerated in Subsection B(2)(c)[1] and [2] of this section can produce a certificate of rehabilitation issued pursuant to

N.J.S.A. 2A:168A-8 or, if the criminal offense occurred outside New Jersey, an equivalent certificate from the jurisdiction where the criminal offense occurred, the criminal offense shall not disqualify the applicant from operating or driving a taxicab.

- (3) Upon receipt of the completed application by the City Clerk, and provided an owner's license is available for distribution by the City of Millville, the application shall be forwarded to the Director of Public Safety or his/her designee and Chief of Police, who shall cause an investigation to be made in accordance herewith, and thereafter he/she shall provide his/her findings and recommendations to the City Clerk. In the event an owner's license is not available for distribution by the City of Millville, the application shall be placed on file with the City Clerk with the date and time recorded thereon in accordance herewith. As owners' licenses become available they shall be offered to those applicants in the order of the date and times upon which each completed application was received and filed, the earliest having the first option to acquire said license in accordance herewith. Notice of availability shall be sent by certified mail and regular mail simultaneously, requiring the applicant to respond within 20 days of mailing by notifying the City Clerk in writing of his/her interest to acquire the available license. Should there be no response within said time, or should notice to the address given in the application be undeliverable or returned, notice shall then go to the next applicant based upon the date and time of receipt of the completed application. It shall be the applicant's obligation to notify the City Clerk of any change of address.
- (4) Upon compliance with all requirements specified herein, the City Clerk shall issue a certificate in duplicate showing that the owner of the taxicab or taxicabs has complied with the terms and conditions of this chapter for each taxicab to be operated by the owner's license holder. The certificate shall recite the name of the insurance company, the number and date of expiration of the policy or bond, a description of the taxicab insured thereunder and the registration number of the same. Upon issuance of a certificate of compliance, Board of Commissioners shall consider the adoption of a resolution authorizing the issuance of an owner's license. The duplicate certificate shall thereafter be filed with the Motor Vehicle Commission before any such car is licensed as a taxicab in the City of Millville. A certificate of compliance duly filed in

accordance herewith and accompanying resolution is required for each taxicab being operated by the owner's license holder.

- (5) Each applicant who has been approved for an owner's license as prescribed herein shall be issued an owner's license which shall contain a photo identification of the owner. Said license shall be displayed conspicuously on the dashboard of the taxicab being operated in plain view of the passenger in addition to the certificate of compliance. Said license shall be presented at anytime upon the request of any police officer, the Code Enforcement Officer, the Director of Public Safety, any authorized City agent or any passenger. Every owner's license shall have affixed thereto the City license number, date of issue and date of expiration.

§ 33-163. License term.

Any new license issued hereunder shall be valid from its date of issuance until December 31 of the same year. Thereafter, a renewal license shall be valid for one year from January 1 to December 31.

§ 33-164. Fees.

The nonrefundable fees shall be as follows:

- A. New owner's license application fee: \$75 for each taxicab per year.
- B. Renewal of owner's license: \$75 per taxicab.
- C. Transfer of owner's license: \$75.
- D. New operator's license: \$75.
- E. Renewal of operator's license: \$75.
- F. Replacement operator's license: \$20.

§ 33-165. Insurance or bond.

- A. No owner's license shall be issued until the owner of such taxicab shall have filed with the City Clerk an insurance policy in accordance with § 33-162B(1)(c).
- B. An owner's license shall become effective and operation thereunder shall be permitted only so long as the insurance policy shall remain in force to the full and collectible amounts as aforesaid.
- C. If an owner's license holder operates more than one taxicab, he/she may file with the City Clerk, in lieu of the insurance policy required by § 33-162B(1)(c) herein, a bond or insurance policy of a company duly licensed to transact business under the insurance laws of this state

in the sum of \$50,000, which shall be a blanket insurance covering all taxicabs operated by the owner's license holder, which shall provide for the payment of any final judgment involved by any person on account of the ownership, maintenance and use of any such taxicabs or any fault with respect thereto, and shall be for the benefit of any person suffering loss, damage or injury as aforesaid.

- D. Where a taxicab owner has a principal place of business other than the City of Millville, said taxicab owner shall, prior to operating in the City of Millville, file with the City Clerk the insurance policy or bond required by §§ 33-162B(1)(c) and 33-165C as well as the certificate of compliance required by N.J.S.A. 48:16-6.
- E. The insurance policy shall provide for the payment of any final judgment recovered by any person on account of the ownership, maintenance or use of the taxicab or any fault in respect thereto and shall be for the benefit of every person suffering loss, damage or injury as aforesaid.

§ 33-166. Power of attorney.

Pursuant to N.J.S.A. 48:16-5, every owner shall execute and deliver to the City Clerk, concurrently with the filing of a policy or bond aforesaid, a power of attorney, wherein and whereby the owner shall appoint the City of Millville Chief Financial Officer his/her true and lawful attorney for the purpose of acknowledging service of any process out of a court of competent jurisdiction to be served against the insured by virtue of the indemnity granted under the insurance policy or bond filed.

§ 33-167. Owner's office.

Every owner, before obtaining a license hereunder, shall have and maintain in the City of Millville an office with telephone service for the purpose of receiving telephone calls from prospective passengers and from where said taxicab may be dispatched to provide taxicab service to a prospective passenger. The owner's license shall be maintained in said office, and said license shall be conspicuously displayed.

§ 33-168. Maximum number of owners' licenses; transfers.

- A. The maximum number of owners' licenses issued hereunder shall be 28, and no new license shall be issued to exceed this number; provided, however, that this limitation shall not prevent renewals or person-to-person transfer of owners' licenses issued and outstanding.
- B. No owner's license shall be transferred from one owner to another unless said prospective owner has complied with all of the terms and conditions contained herein

and required for the issuance of an owner's license.

§ 33-169. Renewals; change of residence.

- A. Any taxicab owner's and/or operator's license may be renewed for a succeeding license term to replace a license which expired or is due to expire on the last day of the immediately preceding license term; provided, however, that said license is for the same owner or operator as the expired or expiring license, covers the same taxicab, is issued to the holder of the expired or expiring license and is issued pursuant to an application therefor which shall have been filed with the City Clerk prior to the commencement of said new license term or not later than 30 days after the commencement thereof. Taxicab owner's and/or operator's licenses issued otherwise than aforesaid shall be deemed new licenses.
- B. A change of residence by any owner or operator shall be reported in writing to the City Clerk within 30 days after such change.

§ 33-170. Taxi Stands.

- A. The Board of Commissioners may designate by ordinance certain locations within the City for use as taxi stands as it deems necessary for public convenience.
- B. Only taxicabs licensed hereunder shall occupy any part of said taxi stands.
- C. All taxi stands shall be used by operators on a first-come-first-served basis. An operator entering a taxi stand in a taxicab shall join behind any waiting taxicabs and advance forward as the preceding taxicabs depart.
- D. Taxicab owners shall maintain the sanitary condition of taxi stands and shall provide properly screened refuse storage areas for the use of operators and customers on lands other than the City-owned miniparks and adjacent drives and walkways. An owner's right to use taxi stands shall be subject to revocation by the Board of Commissioners upon submission of documented evidence of litter/trash ordinance violations by the Police Department or any City Code Enforcement Official.

§ 33-171. Operation regulations.

- A. Any taxicab occupying a taxi stand shall be immediately available for hire. Upon request, no owner or operator, unless previously engaged, shall refuse or neglect to carry any orderly person anywhere within the City. No owner or operator shall leave a vehicle unattended or in any other manner render said vehicle unready for immediate use while occupying any taxi stand.

- B. No owner or operator shall permit any person, other than a passenger being transported for hire, in or about such taxicab when in service as a taxicab.
- C. No operator shall cruise on streets of this City with any taxicab at any time for the purpose of soliciting passengers or to bring the presence of the taxicab to the attention of prospective passengers. A taxicab being driven along the City streets for any purpose other than transporting a passenger, going to a specified destination by the most direct route in response to a call for a taxicab by a prospective passenger or returning by the most direct route to the taxicab's home terminus after discharging a passenger, or going to or from said terminus to the operator's home by the most direct route, shall be prima facie evidence of cruising.
- D. No owner or operator shall induce any person to employ him by knowingly misinforming or misleading any such person, either as to the time or place of arrival or departure of any train or bus or as to the location of any hotel, public or private place, nor shall any such owner or operator deceive any person, make false representations to him or convey any passenger to any other place or over any other route than that indicated by the passenger.
- E. No owner or operator who has accepted an order to call at any point in the City of Millville for the purpose of conveying any person to any other point in said City or the surrounding community shall neglect or unreasonably delay to execute the order. Any order delivered to and accepted by a person in charge of the garage, office or home of the operator shall be considered as having been delivered to and accepted by the owner or operator.
- F. Transport of children.
 - (1) Every taxicab operator hereunder who transports a child under the age of five years shall be responsible for the protection of the child by properly using a state or federally approved child passenger restraint system.
 - (2) No operator shall transport a child five years of age or younger unless a child 18 months of age or younger is a rear seat passenger secured in a state or federally approved child passenger restraint system and a child over 18 months of age but less than five years is a rear seat passenger secured in either a state or federally approved child passenger restraint system or secured in a lap belt or lap belt and shoulder harness.
- G. Taxicab Owners shall ensure that each taxicab:

- (1) Is safe, clean and sanitary to transport passengers.
 - (2) Is properly equipped with an approved child passenger restraint system as described in Federal Motor Vehicle Safety Standard Number 213.
 - (3) Carries, in such position viewable from the outside, an electric sign not less than five inches by nine inches nor more than six inches by 10 inches which shall be illuminated at night and shall plainly show the word "Taxi" and the number of the owner's license in legible letters and figures.
 - (4) Has painted on each side thereof, in letters at least three inches high, the word "taxi" or "cab" or the name of the operating owner containing the word "taxi," "cab" or "taxicab."
 - (5) Does not have any visual structural or mechanical deficiencies for which a motor vehicle registration would be denied.
 - (6) Complies with any and all other provisions of this chapter.
- H. The Police Department shall have inspection power under this section.
- I. Each taxicab licensed in accordance herewith shall have affixed in a conspicuous location within the taxicab so that any passenger may read the same a sign or sticker indicating: "If you have any complaints regarding this taxicab or taxi operator, you may lodge your complaints by filing a written notice with the City Clerk of the City of Millville, 12 South High Street, P. O. Box 609, Millville, New Jersey 08332."
- J. If for any safety reason an operator believes that a customer should not be served, said operator shall not be required to provide service to said customer.

§ 33-172. Discontinued service; surrender of license.

An owner who discontinues taxicab service or fails, without good cause, to operate and maintain the taxicab for more than 90 consecutive days shall immediately surrender his taxicab license to the City Clerk for cancellation. Failure so to do shall be sufficient cause for suspension or revocation of said taxicab license.

§ 33-173. Taximeters.

- A. All taxicabs shall be equipped with taximeters fastened in front of the passengers, visible to them at all times, day and night. After sundown, the face of the taximeter shall be illuminated. Said taximeter shall be operated mechanically by a mechanism of standard design and construction, driven either from the transmission or from one of the front wheels by a flexible and permanently attached driving mechanism. They shall be sealed at all points and connections which, if manipulated, would affect their correct reading. Each taximeter shall have thereon a flag to denote when the vehicle is employed and when it is not employed, and it shall be the duty of the operator to throw the flag of such taximeter into a non-recording position at the termination of each trip. The Police Chief or any Police Officer is authorized, either on complaint of any person or without such complaint, to inspect any taximeter and, upon discovering any inaccuracy therein, to notify the taxicab operator to cease operation. Thereupon, said taxicab shall be kept off the highways until the taximeter is repaired and in required working condition.
- B. All taximeters required in accordance herewith shall have been properly inspected and have affixed thereto proof of compliance with the State of New Jersey, Department of Weights and Measures. No taxicab owner's license shall be issued nor shall any taxicab operate without the prior compliance with this section.

§ 33-174. Fares.

- A. No owner or operator of a taxicab or other vehicle for hire shall charge a sum greater than the following fares for the use of said vehicle:
- (1) A minimum fare of \$3.25 is established.
 - (2) Mileage rates: \$1.60 shall be charged upon entering the taxicab, also known as the "drop fare," and \$2 for each additional meter mile. Fractions of each mile shall be calculated at the rate of \$0.20 per 1/10 of a mile.
 - (3) Plus \$0.50 for each article of luggage or baggage for each passenger.
 - (4) Waiting time at the rate of \$0.40 for each minute.
- B. Every taxicab operated hereunder shall have a rate card setting forth the authorized rates of fare displayed in plain view of all passengers.

§ 33-175. Issuance of receipts.

An operator shall, upon demand by a passenger, provide such passenger a receipt for the amount charged, either by a mechanically printed receipt or by a specially prepared receipt

on which shall be the name of the owner, license number or motor number, amount of meter-reading charges and date of transaction.

§ 33-176. Authority to adopt rules and regulations.

- A. The Board of Commissioners reserves the right by adoption of a resolution to make such rules and regulations for the operation of taxicabs and the conduct of the operators thereof as it may determine to be necessary and proper in the best interests of the citizens of the City. Any violation of said rules and regulations shall constitute a violation of this chapter, punishable as provided hereunder.
- B. The Director of Public Safety, his/her designee or the Chief of Police may, with the approval of the Board of Commissioners, make reasonable regulations not inconsistent herewith for the conduct of owners and operators hereunder.

§ 33-177. Denial, suspension or revocation; hearing.

Any owner's or operator's license may be denied, revoked or suspended at any time for cause for the violation of any provision hereunder or any other City ordinance. The licensee may make a written request for a hearing within 10 days from date of denial, revocation or suspension. The hearing shall be held before the Director of Public Safety, his/her designee. Such denial, suspension or revocation may be in addition to or instead of penalties prescribed by § 33-179 hereunder. A suspended or revoked license shall not be reissued except for good and sufficient reasons shown.

§ 33-178. Violations and penalties.

- A. Any person who shall violate any provision of this chapter, upon conviction thereof, shall be punishable as provided in Chapter 1, General Provisions, Article III.
- B. Each violation of any of the provisions of this chapter and each day the same is violated shall be deemed and taken to be a separate and distinct offense.
- C. Unless another law is stated to the contrary, the Millville Municipal Court shall have jurisdiction over the violations and penalties set forth in this section.

SECTION 2

Should any provision of this ordinance be deemed invalid for any reason that invalidity shall not affect the remaining provisions of the ordinance, and the provisions and sections of the ordinance are hereby declared to be severable with respect to their validity.

SECTION 3

This ordinance shall take effect April 1, 2016.

Moved By: _____

Seconded By: _____

<u>VOTING</u>	<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
Michael Santiago				
Lynne Porreca Compari				
David W. Ennis				
Joseph Sooy				

CERTIFICATION

I certify that the foregoing is a true copy of a Ordinance adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on _____, 2015.

Susan G. Robostello, City Clerk

RESOLUTION _____

WHEREAS, Sherri J. Ball, the Tax Collector of the City of Millville has submitted to the Board of Commissioners of the City of Millville, a Tax Foreclosure List certifying thereon that the lands and Tax Sale Certificates specified are subject to foreclosure IN REM;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

1. That the following Tax Sale Certificates as shown on the attached Tax Foreclosure List now held by the City of Millville be foreclosed by summary proceedings in REM as by N.J.S.A.54:5-104.29 to 54:5-104.71 as amended and pursuant to the Rules of Civil Practice of the Superior Court of New Jersey.

Moved By: _____

Seconded By: _____

VOTING	In Favor	Against	Abstain	Absent
Michael Santiago				
Lynne Porreca Compari				
David W Ennis				
Joseph Sooy				

CERTIFICATION

I certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners, of the City of Millville, in the County of Cumberland, at a meeting thereof held on MARCH 1, 2016.

Susan G. Robostello, City Clerk

RESOLUTION NO. R -2016

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

That the following be refunded from the Tax records due to overpayment

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
249	2		24 Oakdale Dr.	16	1	\$ 904.16		TAX

That the following be refunded from the Tax records due to paid in error by previous owner

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
52	9		Fairton Rd.	15	3	176.78		TAX

That the following be refunded from the Tax records due to Total Disabled Vet

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
446	6		919 Sassafras St.	09	1	\$ 604.95		TAX
				09	2	\$ 604.94		TAX
				09	3	\$ 167.21		TAX
				TOTAL		\$ 1,377.10		

That the following transfers were made to the Tax & Utility records

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
249	2		24 Oakdale Dr.	16	1	\$ 751.14		TAX
		4800-0		15	4	\$ (456.45)	\$ (1.52)	WATER
				16	1	\$ (159.50)	\$ (0.57)	WATER
				15	4	\$ (2.63)	\$ (0.01)	SEWER
				16	1	\$ (130.00)	\$ (0.46)	SEWER
344	4	6226-0	924 Hill Lane	Ovr	Pay	\$ 98.50		SEWER
				16	1	\$ (68.50)		SEWER
				16	1	\$ (30.00)		WATER
344	4		924 Hill Lane	16	1	\$ 898.94		TAX
344	41		1019 Pineview Terr	16	1	\$ (898.94)		TAX
512	90	9010-0	404 Crescent Ave	Ovr	Pay	\$ 15.50		WATER
				16	1	\$ (15.50)		SEWER
549	38	9659-0	304 Columbine Ave.	Ovr	Pay	\$ 26.66		WATER
				16	1	\$ (26.66)		SEWER
561	6	9698-0	911 S. 2nd St.	Ovr	Pay	\$ 62.43		WATER
				16	1	\$ (62.43)		SEWER
566	26	9847-0	2 Oriole Way	Ovr	Pay	\$ 20.00		WATER
				16	1	\$ (20.00)		SEWER
578	13		2549-2551 E Main	16	2	\$ 62.83		TAX
578	12			16	1	\$ (62.83)		TAX

That the following corrections were made by reversal to the Utility records

Block	Lot	Acct	Property Location	Yr	Pd	Amount	Int	Discription
373	12	6803-0	501 State St	15	4		\$ 0.65	WATER
				15	3	\$ 55.00	\$ 2.15	WATER
				15	4		\$ 2.80	SEWER
				15	3	\$ 93.34	\$ 6.06	SEWER
				15	3	\$ (30.00)		WATER
				15	3	\$ (130.00)		SEWER

That the following be canceled from the Utility records due to read error

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
422	8	7631-0	209 N 3rd St.	15	3	\$ (175.00)		WATER
				16	1	\$ (276.50)		WATER
436	7	7859-0	112 N 9th St.	16	1	\$ (49.00)		WATER

That the following be added to the Tax records due to returned check

Block	lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
306	1		718 Buck St.	16	1	\$ 720.12		TAX
				16	1	\$ 20.00		NSF FEE

Moved By: _____

Seconded By: _____

VOTING:

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

Certification Of Availability of Funds

This is to certify to the BOARD OF COMMISSIONERS of the CITY OF MILLVILLE that funds for the following resolutions are available.

Resolution Date: 03/01/16
Resolution Number: A

Vendor: 66930 R.O.K. INDUSTRIES, INC.
D/B/A NJTAXLIENINVESTOR.COM
306 HARLINGEN ROAD
BELLE MEAD, NJ 08502

Contract: 16-00028 Electronic Tax Sale

Account Number	Amount	Department Description
6-01-20-145-100-228	7,425.00	
Total	7,425.00	

Only amounts for the 2016 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

Certification Of Availability of Funds

This is to certify to the BOARD OF COMMISSIONERS of the CITY OF MILLVILLE that for the following resolutions are available

Resolution Date: 11/02/15
Resolution Number: A

Vineland Landscaping, LLC,
Post Office Box 2171,
Vineland, New Jersey 08360,

Contract: Landscaping Services

<u>Account Number</u>	<u>Amount</u>	<u>Department Description</u>
6-01-26-310-100-230	\$ 3,700.00	Buildings & Grounds
6-01-28-375-000-230	\$13,000.00	Parks & Playground
6-01-28-376-000-230	\$20,100.00	Downtown Maintenance

Marcelle D. Shepard

Chief Financial Officer

Certification Of Availability of Funds

This is to certify to the BOARD OF COMMISSIONERS of the CITY OF MILLVILLE that funds for the following resolutions are available.

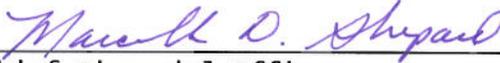
Resolution Date: 03/01/16
Resolution Number: A

Vendor: 40126 JCI JONES CHEMICALS, INC.
103 RIVER ST.
WARWICK, NY 10990

Contract: 16-00026 LIQUID CHLORINE

Account Number	Amount	Department Description
6-05-55-500-000-231	3,600.00	PUMPING STATION
Total	3,600.00	

Only amounts for the 2016 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

Certification Of Availability of Funds

This is to certify to the BOARD OF COMMISSIONERS of the CITY OF MILLVILLE that funds for the following resolutions are available.

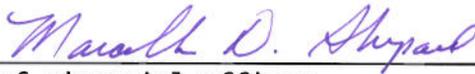
Resolution Date: 03/01/16
Resolution Number: A

Vendor: 84500 UNIVAR USA INC.
532 E. EMAUS STREET
MIDDLETOWN, PA 17057

Contract: 16-00027 POLYMERS

Account Number	Amount	Department Description
6-07-55-500-000-231	20,000.00	SEWER OPERATIONS
Total	20,000.00	

Only amounts for the 2016 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

Electronic Tax Sale Service Agreement

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of Government Services, and

WHEREAS, the City of Millville Tax Collector has submitted an application for participation in the pilot program and has been approved for participation in said program

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the City of Millville, County of Cumberland, and State of New Jersey, as follows:

1. The Mayor is hereby authorized to execute and the City Clerk to attest to the agreement for services as issued by ROK Industries Inc. for the electronic processing of bid information related to the electronic tax sale of the City Millville.

Moved By: _____

Seconded By: _____

VOTING	In Favor	Against	Abstain	Absent
Michael Santiago				
Lynne Porreca Compari				
David W Ennis				
Joseph Sooy				

CERTIFICATION

I certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners, of the City of Millville, in the County of Cumberland, at a meeting thereof held on March 1, 2016

Susan G. Robostello, City Clerk

RESOLUTION NO. _____

WHEREAS, in accordance with New Jersey Statutes the individuals named below are hereby appointed as Class II Special Officers for a one (1) year term beginning March 1, 2016 and ending February 28, 2017:

Class II
Jeffrey Profitt, Jr.
Austin Sharp

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

RESOLUTION _____

WHEREAS, N.J.S.A. 54:4-3.30 Any citizen and resident of the state, who now or hereafter are honorably discharged or released under honorable circumstances, from active service in time of war, in any branch of the armed forces of the United States, who has been or shall be declared by the United States Veterans Administration, to have a service-connected disability declared to be a total or 100% permanent disability, shall be exempt from taxation.

WHEREAS, N.J.S.A. 54:4-3.31 requires the Tax Assessor to allow a total exemption from taxation on a property upon the complete filing of a claim.

WHEREAS, N.J.S.A. 54:4-3.32 allows the governing body of each municipality to return taxes collected on property which would have been exempt had proper claim in writing been made therefore in the manor provided by P.L. 1948, c259.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

- 1. Pursuant to N.J.S.A. 54:4-3.30, the Tax Assessor has confirmed that an application for a total disabled veteran property tax exemption has been submitted and approved for the following:

Diane Jones Johnson
919 Sassafra St
Block 446 Lot 6

- 2. The original approval was for proration from date of application to the end of the year 2009 by resolution A-6591
- 3. That the Tax Collector is hereby directed to cancel taxes in the amount of \$1377.10, to January 1st 2009, the year the exemption was approved.

Moved By: _____

Seconded By: _____

VOTING	In Favor	Against	Abstain	Absent
Michael Santiago				
Lynne Porreca Compari				
David W Ennis				
Joseph Sooy				

CERTIFICATION

I certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners, of the City of Millville, in the County of Cumberland, at a meeting thereof held on March 1, 2016.

Susan G. Robostello, City Clerk

Resolution No.

A RESOLUTION CERTIFYING THE LIST OF VOLUNTEER FIREFIGHTERS WHO HAVE QUALIFIED FOR THE LENGTH OF SERVICE AWARD PROGRAM (LOSAP) BENEFITS FOR THE YEAR 2015

WHEREAS, pursuant to N.J.S.A. 40:A 14-191, the voters of the City of Millville approved by referendum participation in the Length of Service Award Program (LOSAP) for the benefit of Volunteer Firefighters; and

WHEREAS, the Fire Chief of the City of Millville has submitted a list of Volunteer Firefighters who have met the qualification criteria established for the Year 2015 (attachment); and

WHEREAS, the Volunteer Firefighters on the attached list have met the criteria for LOSAP for the Year 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS of the City of Millville, County of Cumberland and State of New Jersey that the list of Volunteer Firefighters attached hereto is hereby certified to have met the criteria for the Length of Service Award Program (LOSAP) benefits for the Year 2015

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of the above Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

Posted on Bulletin Board 1/19/16

RECEIVED
JAN 19 2016
CITY CLERK'S OFFICE

Millville Fire Department
420 Buck Street
Millville, NJ 08332
Phone: 856-327-3334
Fax: 856-327-2319
www.millvillenj.gov

January 19, 2016

To: All Volunteer Staff

RE: 2015 LOSAP Qualifying Members

Listed below are members who obtained a minimum of 80 points in the Length of Service Awards Program (LOSAP) and have gained an additional year of service in the program.

If your name is not listed below and you feel that you should have qualified for the program please see me no later than February 15, 2016 to review.

A.Campbell
D.Campbell
T.Delvicario
L.Fawcett
T.A.Fawcett
R.Gandy
J.Garton
K.Hack
K.Hall
H.Hee
J.McMahon
J.Reeves
J.Riley
S.Vanaman

Michael Lippincott
Fire Chief

RESOLUTION NO. _____

WHEREAS, the City of Millville is the holder of a mortgage in the sum of \$10,950.00 executed by Robert J. Higgs as a result of a CDBG loan encumbering property located at 20 West Oak Street within the City of Millville, more particularly described as Block 354, Lot 13 on the Tax Map of the City of Millville; and

WHEREAS, additional monies were necessary to complete the repairs at the subject property in the sum of \$2,650.00; and

WHEREAS, a new Mortgage and Mortgage Note is necessary to secure both the original and the new loan to said property owner in the total sum of \$13,600.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE AS FOLLOWS:

1. The aforesaid Mortgage in the sum of \$10,950.00 is hereby cancelled and the Mayor and City Clerk are hereby authorized to execute the Discharge of Mortgage.

2. A new Mortgage and Mortgage Note will be prepared by the City Attorney for the full sum of \$13,600.00 to be executed by the property owner.

2. The Discharge of Mortgage shall be recorded in the Cumberland County Clerk's Office after said property owner has executed the new Mortgage and Note.

Moved By:

Seconded By:

<u>VOTING</u>	<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
Michael Santiago				
Lynne Porreca Compari				
David W. Ennis				
Joseph Sooy				

CERTIFICATION

I hereby certify that the foregoing is a true copy of the Resolution adopted by the Board of Commissioners of the City of Millville in the County of Cumberland at a hearing thereof held on _____, 2016.

SUSAN G. ROBOSTELLO, City Clerk

Certification Of Availability of Funds

This is to certify to the BOARD OF COMMISSIONERS of the CITY OF
MILLVILLE that for the following resolutions are available

Resolution Date: 03/01/16

Resolution Number: A

Vineland Landscaping, LLC,
Post Office Box 2171,
Vineland, New Jersey 08360,

Contract: Landscaping Services

<u>Account Number</u>	<u>Amount</u>	<u>Department Description</u>
6-01-26-310-100-230	\$ 5,556.31	Buildings & Grounds
6-01-28-375-000-230	\$13,000.00	Parks & Playground
6-01-28-376-000-230	\$20,100.00	Downtown Maintenance



Chief Financial Officer

WHEREAS, the City is required to advertise and receive bids for any purchase of materials or supplies or for any contract for the performance of work during the fiscal year, that has a cost exceeding the total amount calculated by the Governor pursuant to N.J.S.A. 40a:11-3, except by State Contract; and

WHEREAS, the City has determined a need for the project entitled "Landscape Maintenance Services, Lawn Grass Treatment Services, & Lawn Grass Mowing Services - 2016"; and

WHEREAS, public funds are available and have been appropriated for this project; and

WHEREAS, formal competitive bids were received for this project by the Purchasing Board of the City of Millville on February 18, 2016; and

WHEREAS, the bids received have been reviewed by the Purchasing Agent and a recommendation has been made.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE, THAT:

The City of Millville hereby awards a Contract for the Project entitled "Landscape Maintenance Services, Lawn Grass Treatment Services, & Lawn Grass Mowing Services - 2016" to , Vineland Landscaping, LLC, PO Box 2171, Vineland, New Jersey for their successful low bids for all three (3) project components including services for all twenty-five (25) sites in the aggregate amount of \$38,565.31 representing \$16,008.70 for Landscape Maintenance Services, \$10,749.12 for Lawn Grass Treatment Services, and \$11,807.49 for Lawn Grass Mowing Services. The contract period is from March 1, 2016 thru December 31, 2016

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

Adopted:

Certification Of Availability of Funds

This is to certify to the BOARD OF COMMISSIONERS of the CITY OF
MILLVILLE that for the following resolutions are available

Resolution Date: 03/01/16
Resolution Number: A

Carmeuse US
11 Starwick Street, 21st Floor
Pittsburgh, PA 15222

Contract: Lime

<u>Account Number</u>	<u>Amount</u>	<u>Department Description</u>
6-05-55-500-000-231	\$ 8,000.00	Chemicals & Compressed Gasses-Water



Chief Financial Officer

Certification Of Availability of Funds

This is to certify to the BOARD OF COMMISSIONERS of the CITY OF MILLVILLE that funds for the following resolutions are available.

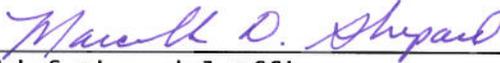
Resolution Date: 03/01/16
Resolution Number: A

Vendor: 40126 JCI JONES CHEMICALS, INC.
103 RIVER ST.
WARWICK, NY 10990

Contract: 16-00026 LIQUID CHLORINE

Account Number	Amount	Department Description
6-05-55-500-000-231	3,600.00	PUMPING STATION
Total	3,600.00	

Only amounts for the 2016 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

Certification Of Availability of Funds

This is to certify to the BOARD OF COMMISSIONERS of the CITY OF MILLVILLE that funds for the following resolutions are available.

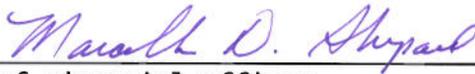
Resolution Date: 03/01/16
Resolution Number: A

Vendor: 84500 UNIVAR USA INC.
532 E. EMAUS STREET
MIDDLETOWN, PA 17057

Contract: 16-00027 POLYMERS

Account Number	Amount	Department Description
6-07-55-500-000-231	20,000.00	SEWER OPERATIONS
Total	20,000.00	

Only amounts for the 2016 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

RESOLUTION NO. _____

WHEREAS, the City is required to advertise and received sealed bids for items purchased in the calendar year that have a cost exceeding in total or aggregate the amount set forth in, or the amount calculated by the Governor pursuant to, N.J.S.A. 40A:11-3, except by State Contract; and

WHEREAS, the City of Millville received bids on January 26, 2016 for Various Chemicals and

WHEREAS, the term of this contract shall be for two (2) calendar years commencing on March 1, 2016 and ending on February 28, 2018

WHEREAS, the City has adequate funds appropriated for this equipment;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of Millville, County of Cumberland and State of New Jersey that that a contract be awarded to Various Suppliers to furnish the City of Millville with Chemicals in the amount of the itemized bid in the attached Schedule "A"

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

Schedule A – Resolution to award various Suppliers of Chemicals

Chlorine	JCI Chemical, Inc. 103 River Street Warwick, NY 10990	\$90.00 per 150 lb cyl.
Lime	Carmeuse Lime & Stone 11Starwick Street, 21 st Floor Pittsburgh, PA 15222	\$276 per ton
Polymers	Univar USA Inc. 532 E. Emaus Street Middletown, PA 17057	\$1.80 per lb.
Aluminum Sulfate	NO BIDS	



State of New Jersey
Local Planning Services
101 SOUTH BROAD STREET
PO BOX 813
TRENTON, NJ 08625-0813
(609) 292-3000
(609) 633-6056 (FAX)

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

CHARLES A. RICHMAN
Commissioner

SEAN THOMPSON
Director

DRAFT

Local Planning Services Scope of Services

Project 021: City of Millville

Objective

Local Planning Services will assist the City of Millville with the preparation of an updated land use plan element consistent with the Municipal Land Use Law (MLUL), pursuant to N.J.S.A. 40:55D-28, Preparation; contents; modification. The MLUL states that “the master plan shall generally comprise a report or statement and land use and development proposals, with maps, diagrams and text...” Local Planning Services will prepare for the City of Millville a land use plan element of professional quality in accordance with the MLUL. The Plan Element will be consistent with all applicable state and local laws, regulations and plans including the City’s May 9, 2005 Master Plan and the February 14, 2012 Reexamination Report together with any and all amendments. The final Plan Element will contain text, charts and maps that take into account the goals and objectives of the City’s Master Plan, the current land use conditions, the extent and intensity of existing and proposed development and recommendations for accommodating and managing growth in Millville.

Project Tasks

A. Local Planning Services staff will:

1. Attend an initial kick-off meeting with City representatives to review the City’s request to further define the content, vision and priorities of the project.



2. Develop a draft Scope of Services which incorporates feedback from the City.
 3. Attend additional meetings, on a regular basis, with the Working Committee designated by the City in order to collect background information, share findings and gather feedback.
 4. With assistance from the City and the Working Committee, conduct public outreach and incorporate broad objectives for the Land Use Plan Element based upon City input and public feedback.
 5. Prepare the Land Use Plan Element containing:
 - a. An evaluation of current demographic and development conditions and trends.
 - b. A review of applicable State, County and local plans to ensure consistency.
 - c. An analysis of current zoning regulations and district boundaries.
 - d. An analysis of future land use needs based upon pending plans and land use issues.
 - e. A set of recommendations designed to address goals and objectives set forth in the Plan Element.
 6. Provide and present the draft Land Use Plan Element to the City and its Working Committee.
 7. Upon request of the Planning Board, attend a public hearing to present the final Land Use Plan Element, which incorporates input received by the City, the Working Committee and the public.
- B. The City of Millville will:
1. Adopt a Resolution 1) appointing a municipal contact; 2) approving the Scope of Services; and 3) establishing a Working Committee.
 2. Immediately upon adoption of the Resolution, create a Working Committee to support Local Planning Services. The Working Committee will meet periodically with Local Planning Services to lend feedback and local knowledge and provide background documents and other resources relevant to completion of the Land Use Plan Element.
 3. Host a meeting with the Working Committee, Local Planning Services and other key stakeholders to conduct public outreach.
- C. Local Planning Services and the City of Millville will maintain consistent communication throughout the course of the project by way of bi-weekly correspondences.

Deliverables and Schedule

Local Planning Services will provide the City with the following documents:

1. Draft Land Use Plan Element – The final draft Land Use Plan Element will be presented to the Millville Planning Board within six months of the City’s approval of the Resolution endorsing the Scope of Services, unless additional time is needed to complete the project. If additional time is needed, the City and Local Planning Services will agree on an extension to the schedule.
2. Final Land Use Plan Element – The final Land Use Plan Element will incorporate necessary revisions requested by the Planning Board and will be delivered to the City within a month after Local Planning Services staff receives such requests. If more time is needed, the City and Local Planning Services will agree on an extension to the schedule.

Local Planning Services will provide the City with five hard copies of the Final Land Use Plan Element as well as an electronic version in .pdf format. GIS files and supporting data may also be provided to the City upon request.

RESOLUTION NO. _____

WHEREAS, the City of Millville is in need of professional planning services to prepare a Land Use Plan Element ("the project"); and

WHEREAS, the New Jersey Department of Community Affairs, Office of Local Planning Services ("LPS") provides a variety of planning services at no direct cost to eligible municipalities; and

WHEREAS, the City of Millville is an eligible municipality and an application for services was submitted by Samantha Silvers, Assistant Planner, on behalf of the City to LPS on October 16, 2015; and

WHEREAS, the City of Millville has received the Scope of Services for the project prepared by LPS (attached); and

WHEREAS, the City of Millville desires to accept the aforementioned Scope of Services; and

WHEREAS, there is no budgetary impact on the City of Millville for the services being provided by LPS; and

WHEREAS, the City of Millville does not presently have the resources to perform the services being provided by LPS nor is the City of Millville under contract with a professional planner to complete the project; and

WHEREAS, the Council deems the interests of the City of Millville will be best served by accepting the services being provided by LPS; and

WHEREAS, as a condition of receiving services from LPS, the City of Millville is required to establish a Working Committee to guide the project and to provide information to LPS; and

WHEREAS, the City of Millville is committed to the completion of this project and will assist LPS as needed.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

1. That the City of Millville hereby appoints Samantha Silvers, Assistant Planner, as the municipal contact and authorizes her to perform all activities necessary to accomplish the intent of this resolution; and

BE IT FURTHER RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

1. The City of Millville will retain professional planning services provided by LPS and approves the attached Scope of Services for the project;
2. The City of Millville hereby establishes a Working Committee to assist LPS and authorizes the City Commission to approve and appoint a Working Committee recommended by the Millville Planning Board. The City Commission with recommendation from the Planning Board shall approve and appoint any replacement members necessary to retain functionality of the Committee in the event of vacancies; and
3. The City of Millville will provide access to appropriate municipal staff, consultants and officials, meeting space, and other non-monetary resources that may be necessary to complete the project.

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

WATER/SEWER TERMINATION NOTICE

WHEREAS, Section 56-18 of the Municipal code of the City of Millville authorizes the termination of water/sewer service to a customer where water/sewer user charges are in default and compliance with Ordinance is in default; and

WHEREAS, Section 56-52 outlines the procedural requirements which must be satisfied by the City before water service may be terminated for failure to comply with the Utility Ordinance; and

WHEREAS, a Notice of Violation, and an Order to Show Cause were served on the following customers of the Water/Sewer Utility as required by the aforesaid Ordinance; and

WHEREAS, a hearing will be held before the Public Works Committee on Thursday, February 25, 2016, regarding the termination of water/sewer service as a result of the failure to comply with the Utility Ordinance for the following customers of the Water/Sewer Utility, and the Board of Commissioners finds that all procedural due process requirements required by the Ordinance were satisfied, and that the following customers of the Water/Sewer Utility are not in compliance with said Ordinance.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

1) That the Water/Sewer Utility shall **TERMINATE** the water/sewer service to the following customers at the property locations listed effective **MARCH 14, 2016**:

Account	Property Location	Amount
4468-0	30 CALORIS AVE	194.01
4491-0	27 CALORIS AVE	217.00
4583-0	1226 STARLING ST	270.00
4612-0	625 DOVE DR	264.50
4642-0	1316 CANAL ST	55.00
4673-0	1226 ROBIN RD	210.00
4779-1	6 OAKDALE DR	135.00
4797-0	14 HOMESTEAD DR	244.00
4839-0	208 SHARP ST N	50.99
4870-0	61 SHARP ST N	87.15
4891-0	1211 FOREST DR	297.12
5119-0	1813 WHEATON AVE	234.50
5131-0	9 KEMBLE AVE	210.00
5157-0	412 FOUNDRY ST W	234.83
5192-0	1014 ARCHER ST	253.41
5213-0	1037 NORTH ST	273.00
5236-0	1100 DOCK ST	210.00
5241-0	106 ARNOLD DR	209.98
5260-0	3 HARRISON AVE	135.00
5263-0	1107 DOCK ST	195.00
5267-0	1009 DOCK ST	115.47
5298-0	14 FOUNDRY ST E	209.58
5331-0	918 NORTH ST	129.81
5376-0	103 FOUNDRY ST W	220.50
5380-0	110 MCNEAL ST W	127.32
5405-0	902 BUCK ST	262.50
5443-0	205 F ST	228.04
5445-0	209 F ST	82.16
5513-0	815 HIGH ST N	1,795.00
5536-0	6 GREEN ST E	220.50
5546-0	11 MCNEAL ST W	128.29
5548-0	3 MCNEAL ST W	211.43
5550-0	2 GREEN ST W	255.50
5557-0	20 GREEN ST W	210.00
5558-0	24 GREEN ST W	264.77
5589-0	806 ARCHER ST	210.00
5595-0	236 GREEN ST W	210.00
5610-0	300 GREEN ST W	210.00
5629-0	418 GREEN ST W	219.80
5630-0	803 COLUMBIA AVE	267.00
5632-0	825 COLUMBIA AVE	434.00
5637-0	401-403 MCNEAL ST W	533.50

5673-0	128 DEPOT ST W	75.43
5678-0	714 BUCK ST	175.45
5694-0	717 DOCK ST	210.00
5720-0	11 GREEN ST E	252.00
5732-0	641 BUCK ST	78.10
5737-0	17 POWELL ST E	255.61
5750-0	108 BROAD ST W	90.12
5762-0	615 CHURCH ST	259.00
5809-0	925 3RD ST N	210.00
5822-0	324-326 F ST	309.12
5854-0	907 5TH ST N	234.50
5859-0	509 G ST	238.00
5905-0	802 F ST	95.34
5921-0	905 F ST	210.00
5925-0	904 E ST	209.19
5944-0	700 E ST	210.00
5960-0	605 F ST	217.00
5961-0	607 F ST	53.23
5969-0	604 E ST	154.31
5972-0	805 6TH ST N	145.00
5974-0	803 5TH ST N	259.73
5977-0	809 5TH ST N	86.18
5987-0	510 E ST	126.21
6001-0	816 5TH ST N	207.22
6007-0	804 5TH ST N	135.28
6095-0	704 10TH ST N	210.00
6153-0	413 D ST	299.00
6154-0	409 D ST	80.70
6187-0	311 D ST	693.50
6191-0	613 3RD ST N	210.00
6202-0	705 10TH ST N	210.00
6229-0	922 HILL LN	213.50
6232-0	920 HILL LN	222.07
6274-0	926 PINEVIEW TERR	230.07
6310-0	1206 BROAD ST E	65.50
6320-0	1804 BROAD ST E	54.92
6384-0	519 SHARP ST N	210.00
6387-0	513 SHARP ST N	224.00
6419-0	536 COLUMBIA AVE	210.00
6420-0	534 COLUMBIA AVE	213.50
6426-0	516 COLUMBIA AVE	256.80
6509-0	519 BUCK ST	210.00
6513-0	13-15 BROAD ST E	690.00
6548-0	530 2ND ST N	224.06
6551-0	516 2ND ST N	448.12
6708-0	223 VINE ST E	354.64
6713-0	328 OAK ST E	276.50
6719-0	310 OAK ST E	138.15
6721-0	306 OAK ST E	420.00
6731-0	541 3RD ST N	244.95
6747-0	405 BROAD ST E	412.00
6755-0	530 5TH ST N	223.26
6767-0	503 4TH ST N	208.99
6778-0	501 BROAD ST E	530.00
6821-0	518 VINE ST E	50.67
6831-0	417 5TH ST N	273.00
7099-0	515 10TH ST N	263.51
7105-0	501 10TH ST N	214.93
7137-0	402 10TH ST N	210.00
7146-0	412 9TH ST N	427.32
7172-0	611 OAK ST E	210.00
7198-0	523 6TH ST N	180.17
7228-0	515 7TH ST N	33.49
7234-0	805 BROAD ST E	111.20
7245-0	500 9TH ST N	223.39
10229-2	105 FOUNDRY ST W	185.00
10247-0	13 VINE ST E	229.79
10265-1	905-907 3RD ST N	210.00
10265-2	905-907 3RD ST N	234.50
10377-1	208-210 D ST	370.00

10377-2	208-210 D ST	210.00
11455-0	16 BROAD ST W	272.79
11655-0	1913 EDGEWOOD AVE	217.50
11890-0	2032 MILLER AVE	278.45
11962-0	2037 EASY ST	220.50
12016-0	913 EASY ST	308.26
12034-0	2053 EASY ST	173.58
12167-0	904 DOCK ST	248.50
12179-0	2036 EASY ST	347.00
12250-0	798 BECK DR	121.63
12303-0	1509 G ST	209.62
5289-0	1022-1024 HIGH ST N	56.99
5315-0	1007 HIGH ST N	245.00
5426-0	902 HIGH ST N	210.00
5738-1	19 POWELL ST E	58.35
5808-0	923 3RD ST N	210.00
6539-0	545 HIGH ST N	385.00
10528-1	2 BROAD ST E	225.34
10989-2	224-226 BROAD ST E	207.75
11985-2	1418 HIGH ST N	34.73

2) That the termination shall remain in effect until the Properties listed above are in full compliance with the utility ordinance and **all water/sewer user charges including interest** due the City of Millville have been paid in full together with any turn on and turn off charges authorized by the Municipal Code; in CASH, MONEY ORDER or CERTIFIED FUNDS.

3) That a copy of this Resolution shall be mailed to the property owners last known address and a copy posted on the property where the water/sewer service is to be terminated.

Moved By: _____

Seconded By: _____

VOTING	In Favor	Against	Abstain	Absent
Michael Santiago				
Lynne Porreca Compari				
David W Ennis				
Joseph Sooy				

CERTIFICATION

I certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners, of the City of Millville, in the County of Cumberland, at a meeting thereof held on MARCH 1, 2016.

Susan G. Robostello, City Clerk

Certification Of Availability of Funds

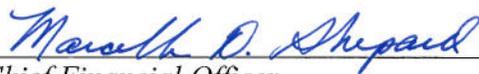
This is to certify to the BOARD OF COMMISSIONERS of the CITY OF MILLVILLE that only funds for the 2016 Temporary Budget can be certified. The below contract amount is contingent upon sufficient funds being appropriated in the 2016 Current Year Budget.

Resolution Date: 2/26/16
Resolution Number: A

Franklin Riesenburger,
Esquire of Flaster/Greenberg, P.C.,
190 S. Main Road,
Vineland, New Jersey

Contract: Environmental Attorney

<u>Account Number</u>	<u>Amount</u>	<u>Department Description</u>
6-01-20-155-000-227	\$ 7,500.00	Professional Services



Chief Financial Officer

CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY

RESOLUTION NO.

WHEREAS, the Municipality desires to retain Franklin Riesenburger, Esquire of Flaster/Greenberg, P. C., 190 S. Main Road, Vineland, New Jersey to perform professional services as special environmental counsel for the Municipality in connection with a Professional Service Contract which is on file in the Office of the City Clerk; and

WHEREAS, the Municipality is awarding this Professional Service Contract pursuant to a non-fair and open process where requests for proposals were solicited by the Municipality; and

WHEREAS, the anticipated term of this Contact is one year commencing on March 1, 2016; and

WHEREAS, the Chief Financial Officer has certified the availability of funds; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE AS FOLLOWS:

1. The Professional Service Contract is hereby approved in an amount not to exceed \$7,500.00.
2. The Mayor and City Clerk are hereby authorized to execute the agreement.
3. The Agreement covers the period from March 1, 2016 through February 28, 2017.
4. This Agreement is awarded as a Professional Service Contract through a non-fair and open process pursuant to Millville City Code ¶ 2-64.3.

Moved By: _____

Seconded By: _____

<u>VOTING</u>	<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
Michael Santiago				
Lynne Porreca Compari				
David W. Ennis				
Joseph Sooy				

CERTIFICATION

I certify that the foregoing is a true copy of a Resolution adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on _____, 2016.

Susan G. Robostello, City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made this ____ day of March, 2016 by and between the City of Millville, a Municipal Corporation of the State of New Jersey, P. O. Box 609, Millville, New Jersey, hereinafter referred to as called "Municipality", and Franklin Riesenburger, Esquire of Flaster/Greenberg, P.C., 190 S. Main Road, Vineland, New Jersey, hereinafter referred to as "Consultant".

ARTICLE 1. PURPOSE OF AGREEMENT

The Municipality desires to appoint an attorney at law licensed to practice law within the State of New Jersey to act as special environmental counsel for the Municipality.

ARTICLE II. SCOPE OF SERVICES

The Consultant shall act as special environmental counsel for the Municipality and shall provide consulting in connection with the City's recent acquisition of the old Wheaton Glass Plant, known as Block 260, Lot 1.

ARTICLE III. MUNICIPAL RESPONSIBILITY

The Municipality, through its employees, shall cooperate with the Consultant and provide any information available to it which will assist the Consultant in the performance of the Scope of Services including available data, background information and representatives for meetings, negotiations, or court appearances as requested by the Consultant.

ARTICLE IV. CONSIDERATION AND METHOD OF PAYMENT

The total consideration allocated to provide the Scope of Services as set forth

herein shall be billed at \$365.00 per hour not to exceed \$7,500.00.

Billing shall be made by Voucher only with itemized invoice attached. Vouchers shall be submitted periodically as work is performed on not less than a monthly basis. Payment by the City shall be made within thirty (30) days of the presentation of the Voucher. If employees of the City request services from the Consultant which exceed the Scope of Services contained in this Contract, the Consultant shall not perform the services requested until an amendment to the Contract has been approved by Resolution of the Board of Commissioners.

ARTICLE V. AFFIRMATIVE ACTION

Attachment A containing the Affirmative Action requirements is incorporated herein.

ARTICLE VI. AMERICANS WITH DISABILITIES ACT

Attachment B containing the Americans with Disabilities Act requirements is incorporated herein.

ARTICLE VII. NON-FAIR AND OPEN CONTRACT

Attachment C This Contract is awarded without competitive bidding as a Professional Service Contract through a non-fair and open process. The Non-Fair and Open Language is annexed as Attachment D.

ARTICLE VII. GENERAL PROVISIONS

1. **APPLICABLE LAW AND VENUE.** This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of New Jersey without regard to conflicts of laws principles. The parties agree that any and all legal actions

relating to any dispute, enforcement or other matter to be decided between them arising out of this Agreement or the subject matter hereof shall be brought in a federal or state court located in the State of New Jersey.

2. **ASSIGNMENT.** The Consultant agrees not to assign or transfer its rights or responsibilities in this Contract without the prior written consent of the City. Furthermore, the Consultant agrees not to delegate to others any duties or responsibilities which it has under the terms of this Contract except that it may engage other professionals to assist in the prosecution of the work if there are no employees on staff capable of performing the work.

3. **BENEFICIAL INTEREST.** Nothing in this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the City and the Consultant. All duties and responsibilities undertaken pursuant to this Contract shall be the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other person.

4. **COMPLIANCE WITH LAW.** The Consultant shall be required to comply with all applicable Federal, State, County and Local laws during the performance of this Contract.

5. **CONFIDENTIAL INFORMATION.** The Consultant agrees that it shall not, at any time or in any manner, either directly or indirectly, communicate to any person, corporation, firm, partnership or other legal entity any information of a confidential nature involving the business or operations of the City of Millville unless authorized by the appropriate city official.

6. **DURATION OF CONTRACT.** The duration of this Contract shall be for the period of one year beginning March 1, 2016.

7. **INDEMNIFICATION.**

A. Consultant shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney's fees, damages or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Consultant for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Consultant, its employees, SubConsultants or agents or others under the Consultant's Contract.

8. **INSURANCE**

A. Notwithstanding the indemnification and defense obligations of the Consultant, Consultant shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished

and as will provide protection from any and all covered claims which may arise out of or be caused or alleged to have been caused in any manner from Consultant's performance and furnishing of the Work and Consultant's other obligations under the Contract Documents, whether it is to be performed or furnished by Consultant, by any SubConsultant, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

B. The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than amounts specified in the attached schedule or greater where required by law. See Schedule of Insurance attached as Attachment D.

9. **STANDARD OF CARE.** The Consultant shall perform the Scope of Services in a professional manner consistent with generally accepted principles established for its profession. The professional services often require decisions which are not based upon exact science, but rather skilled judgment. The Consultant shall use that degree of care and skill normally exercised in the profession under similar circumstances at the time the services are rendered. This standard of care shall not be judged according to later standards. No express or implied warranty or representation is provided as to the success or issuance of any approvals or permits for any application submitted by or on behalf of the City based in whole or in part upon the plans, designs, or documents prepared by the Consultant.

10. **TERMINATION OF CONTRACT.** The City reserves the right to terminate this Professional Services Contract at any time upon thirty (30) days notice to the Consultant. In the event that the Contract is terminated, or the project is abandoned,

the City shall be responsible for the payment for all work performed by the Consultant to the point of termination.

11. **ENTIRE AGREEMENT.** This Contract represents the entire agreement between the parties. No amendment to this Contract shall be valid unless it is made in writing and executed by the parties and approved by Resolution of the Board of Commissioners.

CITY OF MILLVILLE

By: _____
Michael Santiago, Mayor

ATTEST:

Susan G. Robostello, City Clerk

WITNESS:

By: _____
Franklin Riesenburger, Esquire

ATTACHMENT "A"
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACT
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY:_____

SIGNATURE:_____

PRINT NAME:_____

TITLE:_____

DATE:_____

ATTACHMENT B
AMERICANS WITH DISABILITIES ACT OF 1990
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
PURSUANT TO 42 U.S.C. SECTION 12101, et seq.

1. The Contractor and the City do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the Act) (42 USC Section 12101 et seq.) that prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act.

2. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect, and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by the decision of the City that is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the Act that has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

ATTACHMENT "C"

**NON-FAIR AND OPEN CONTRACT
CONTRIBUTION PROHIBITION LANGUAGE
NJSA 19:44A-20.4 et seq.**

1. On January 1, 2006, NJSA 19:44A-20.4 et seq. took effect. Known as the Pay-To-Play Law, these statutes make important and wide-ranging changes to the way New Jersey Municipal and County Government Agencies acquire certain goods and services. The Law reflects the following principles for contracts having an anticipated value in excess of \$17,500.00. A Municipal or County Government Agency cannot award a contract without using a fair and open process if the contractor is a contributor to a candidate committee or a political party committee where a member of the party is serving in an elective public office of that Municipality or County, and, either made reportable contributions (those in excess of \$300.00) during the year prior to the award of the contract, and/or makes reportable contributions during the life of the contract.

2. This contract has been awarded to the contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to NJSA 19:44A-20.4 et seq. As such, the contractor executing this contract does hereby attest that the contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to NJSA 19:44A-8 or 19:44A-16 in the one (1) year period preceding the award of the contract that would, pursuant to the Pay-To-Play Law, affect its eligibility to perform this contract. Furthermore, it will not make a reportable contribution during the term of this contract to any political party committee in the City of Millville if a member of that political party is serving in an elective public office of the City of Millville when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Millville when the contract is awarded.

ATTACHMENT D
Schedule of Insurance

A. Workers Compensation. Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability Including Products & Completed Operations. With the minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars. Municipality shall be named as "Additional Insured".

C. Errors and Omissions/Professional Liability. A minimum limit of liability of one million (\$1,000,000) dollars per incident and an annual aggregate of two million (\$2,000,000) dollars.

D. Automobile Liability. A minimum of one million (\$1,000,000) dollars combined single limit for Bodily Injury and Property Damage Liability. Municipality shall be named as an "additional insured".

Failure by the Contractor to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this contract.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Contractor" Shall take no action to cancel or materially change any of the insurance required under this Contract without the "Municipality's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits or scope of the applicable insurance coverage.

RESOLUTION NO. _____

WHEREAS, the City of Millville is the holder of a mortgage executed by Nelson Donald Cramer and Evelyn Cramer encumbering property located at 950 West Buckshutem Road within the City of Millville, more particularly described as Block 139 Lot 12 on the Tax Map of the City of Millville; and

WHEREAS, the mortgage has been fully satisfied and the mortgagor is hereby requesting that the mortgage be cancelled of record.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE AS FOLLOWS:

1. The aforesaid mortgage is hereby cancelled, and the Mayor and City Clerk are hereby authorized to execute the Discharge of Mortgage.
2. The City Attorney is hereby authorized to record the Discharge of Mortgage in the Cumberland County Clerk's Office.

Moved By:

Seconded By:

<u>VOTING</u>	<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
Michael Santiago				
Lynne Porreca Compari				
David W. Ennis				
Joseph Sooy				

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____, 2016.

Susan G. Robostello, City Clerk

RESOLUTION NO. _____

WHEREAS, administrative proceedings concerning a dangerous, damaged or unfit structure have been instituted against Edward J. McGurk relative to his ownership of a property located at 20 E. Vine Street within the municipality, more particularly described as Block 364, Lot 12; and

WHEREAS, a Complaint and Notice of Hearing have been published and served on the owner and all interested parties pursuant to Chapter 11, Article III of the Municipal Code of the City of Millville to declare the structure a dangerous, damaged or unfit structure and to compel the repair or demolition of the structure; and

WHEREAS, a hearing was held on March 1, 2016 before the governing body of the municipality at which time testimony was taken concerning the condition of the property and other information relevant to the requirements of Article III set forth above; and

WHEREAS, Edward J. McGurk did not appear at the hearing and after listening to the testimony given concerning the condition of the property, the governing body found that the subject property was a nuisance property in that its dilapidated condition makes the property unfit and unsafe.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE AS FOLLOWS:

1. It is hereby ordered that the structure located at 20 E. Vine Street is unfit for human habitation and is a nuisance because of its dilapidated condition that adversely affects the public health, safety and welfare.

2. It is hereby ordered that all structures located at 20 E. Vine Street including any garages or outbuildings shall be rehabilitated to the satisfaction of the municipal inspector. Said rehabilitation shall be completed on or before April 1, 2016.

3. In the event that the rehabilitation of the structure is not completed within the time frame set forth above, the construction official of the municipality is hereby authorized to make all repairs necessary to rehabilitate said property.

4. The total cost of the aforesaid repairs together with other related expenses authorized by Article III including attorney's fees shall constitute a municipal lien against the real estate in accordance with the applicable municipal regulations set forth in Chapter 11.

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held March 1, 2016.

Susan G. Robostello, City Clerk

PUBLIC NOTICE

CEDAR STREET WATER MAIN REPLACEMENT

**PROPOSAL
CITY OF MILLVILLE**

Notice is hereby given that sealed bids will be received by the Purchasing Board of the City of Millville until Thursday, March 31, 2016 at 10:00 A.M. local prevailing time, when same will be opened and read by the Purchasing Board in the Commissioner Chamber, City Hall, Millville, New Jersey.

Specifications, drawings and bid proposal forms are available at the office of the City Engineer, City Hall, Millville, New Jersey where same may be reviewed and/or obtained at a cost of one-hundred dollars (\$100.00) non-refundable.

All bids must be on the proposal form attached to the Specifications in the manner designated therein, must be enclosed in sealed envelopes bearing the name and address of the bidder and the name of the project clearly marked "CEDAR STREET WATER MAIN REPLACEMENT" and addressed to the Board of Commissioners of the City of Millville, Millville, New Jersey, and must be accompanied by a Certified Check or Bond in the amount of 10% of the total bid made payable to the City of Millville, Letter of Surety, List of Subcontractors, Contractor's Registration Certification, Stockholder's Disclosure, Non-Collusion Affidavit, Affirmative Action Questionnaire, and Bidder's Checklist.

No Bid Forms, Specifications or Contract Drawings will be available after 4:30 P.M. local prevailing time, Friday, March 25, 2016.

Bidders are encouraged to attend a Pre-Bid Conference on Tuesday, March 15, 2016 at 10:00 A.M. local prevailing time, in the Sixth-Floor Conference Room at City Hall.

Bidders are required to comply with the requirements of Public Laws of 1975, Chapter 127, Affirmative Action requirements of the State of New Jersey.

The Board of Commissioners reserves the right to reject any or all proposals in whole or in part and to waive such informalities as may be permitted by law.

BY ORDER OF THE BOARD OF COMMISSIONERS:

Date: March 1, 2016

Susan Robostello, City Clerk