

**TENTATIVE AGENDA FOR COMMISSION MEETING  
APRIL 5, 2016, 6:30 P.M.**

**1. ROLL CALL - APRIL 5, 2016**

Reverend Spyes 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

Minutes - Motion to approve and dispense with the reading of the March 15, 2016 Special Hearing, March 15, 2016 Work Session minutes and March 15, 2016 Commission Meeting minutes and to proceed with the regular order of business.

**2. BILLS**

**3. PUBLIC COMMENT ON AGENDA ITEMS ONLY**

**4. OLD BUSINESS**

**4.I. Old Business Item (1)**

Report from Purchasing Agent and Engineer Department recommending award of contract to Garrison Enterprises, Inc., 211 W. Elmer Road, Vineland, NJ 08360 for Cedar Street Water Main Replacement in an amount not to exceed \$436,573.00

Motion -  
Second -

Documents: [RECOMMENDATION OF AWARD FROM QPA.PDF](#), [AWARD RECOMMNDTN FROM ENGINEEROFFC CEDAR ST WATER MAIN - GARRISON.PDF](#)

**5. PETITIONS & LETTERS**

**5.I. Petitions & Letters Item (1)**

a) New Jersey Motorsports Park (NJMP) Disclosure Statement as of December 31, 2015 in accordance with Section 5.2.3 of the Financial Agreement

b) New Jersey Motorsports Park, LLC December 31, 2015 and 2014 Independent Auditors Report and Financial Statements submitted in compliance with the Municipal Development Agreement Motion-  
Second -

Documents: [NJMP ANNUAL DISCLOSURE STATEMENT.PDF](#), [NJMP FINAL 2015 FINANCIAL STATEMENT.PDF](#)

**5.II. Petitions & Letters Item (2)**

Correspondence from Mayor Santiago appointing Joseph Sooy, Director of Parks and Public Property, to serve as the Mayor's alternate on the Industrial Commission

Motion -  
Second -

Documents: [SOOY IC ALT.PDF](#)

**6. REPORTS OF COMMISSIONERS**

**7. DEPARTMENT OF PUBLIC WORKS**

**8. DEPARTMENT OF PUBLIC AFFAIRS**

**8.I. Department Of Public Affairs**

a) Permit Fee Log Report for the period 2-1-16 to 2-29-16

b) Permit Fee Log Report for the period 3-7-16 to 3-11-16

Motion -  
Second -

Documents: [PRMT FEE LOG RPT 2-1-16 TO 2-29-16.PDF](#), [PRMT FEE LOG RPT 3-7-16 TO 3-11-16.PDF](#)

**9. DEPARTMENT OF REVENUE & FINANCE**

**9.I. Department Of Revenue & Finance**

a) Tax Collector's Report for the month February 2016

Motion -  
Second -

Documents: [TAX COLLECTORS REPORT 2-2016.PDF](#)

**10. DEPARTMENT OF PARKS & PUBLIC PROPERTY**

**11. DEPARTMENT OF PUBLIC SAFETY**

**12. ORDINANCES 1ST READING**

**12.I. Ordinance 1st Reading Item (1)**

An Ordinance amending the Municipal Code of the City of Millville, Chapter 39, Motor Vehicle and Traffic Regulations, Article X, Schedule 21, Parking Reserved for Handicapped Persons

Delete

713 North 4th Street, Placard #P420338

Motion -  
Second -

Documents: [ORD - HANDICAPPED PARKING REPEAL 1 ON 4-5-16.PDF](#)

**13. ORDINANCES 2ND READING**

**13.I. Ordinance No. 12-2016**

An Ordinance to exceed the Municipal Budget Appropriation limits and to Establish a Cap Bank in accordance with N.J.S.A. 40A:4-45.14 for CY 2016

Motion -  
Second -

(Public Hearing)

Documents: [PUBLIC NOTICE - CAP BANK.PDF](#), [ORD - 2016 COLA.PDF](#)

**13.II. Ordinance No. 13-2016**

Ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Mike Trout's Angels 13U Travel Baseball Team to hold a coin drop on Saturday, September 10, 2016 and Sunday, September 11, 2016 at the intersection of Buckshutem Road and Cedarville Road

Motion -  
Second -

(Public Hearing)

Documents: [PUBLIC NOTICE - COIN DROP TROUT.PDF](#), [ORD COIN DROP -MIKE TROUTS ANGELS 13U TRAVELLING BASEBALL 3-15-16.PDF](#)

**13.III. Ordinance No. 14-2016**

Ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Millville Girls' Softball League to hold a coin drop on Saturday, June 4, 2016 and Sunday, June 5, 2016 at the intersection of Buckshutem Road and Cedarville Road

Motion -  
Second -

(Public Hearing)

Documents: [PUBLIC NOTICE - COIN DROP GIRLS SFTBALL.PDF](#), [ORD COIN DROPGIRLSSOFTBALL 3-15-16.PDF](#)

- 13.IV. Ordinance No. 15-2016  
Ordinance amending the salary ordinance to amend an existing title's minimum and maximum compensation for the following:
- | Title              | Minimum     | Maximum     |
|--------------------|-------------|-------------|
| Assistant Engineer | \$50,000.00 | \$72,900.00 |
- Motion -  
Second -  
(Public Hearing)

Documents: [PUBLIC NOTICE - ASST ENGINEER.PDF](#), [ORD - SALARY ORDINANCE -ASST. ENGINEER.PDF](#)

- 13.V. Ordinance No. 16-2016  
Ordinance to Amend Chapter 46, Section 12, Salary Following Promotion  
Motion -  
Second -  
(Public Hearing)

Documents: [PUBLIC NOTICE - LIMIT SALARY INCR FLLWNG PRMTN.PDF](#), [ORD AMENDING CHAPTER 46 SEC 12 SALARY FOLLOWING PROMOTION 3 10 16.PDF](#)

- 13.VI. Ordinance No. 17-2016  
An ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Holly City Midget Football League to hold a coin drop on Friday, April 29, 2016 and Sunday, May 1, 2016 at the intersections of Buckshutem Road and Cedarville Road  
Motion -  
Second -  
(Public Hearing)

Documents: [PUBLIC NOTICE - COIN DROP HCMF.PDF](#), [ORDINANCE COIN DROP-HOLLY CITY MIDGET FOOTBALL LEAGUE 3-15-16 AND 4-5-16 MEETINGS.PDF](#)

#### 14. RESOLUTIONS

- 14.I. Resolution No. R112-2016  
Resolution authorizing adjustments to the City of Millville Tax and Utility Records  
Motion -  
Second -

Documents: [RES TAX-UTILITY 4-5-16.PDF](#)

- 14.II. Resolution No. R113-2016  
Resolution authorizing Special Assessment of Municipal Liens for properties due to expenses incurred by the City of Millville relating to Board and Secure in accordance with Chapter 11, Article VI of the Municipal Code  
Motion -  
Second -

Documents: [RES BOARD AND SECURE-4-5-16.PDF](#)

- 14.III. Resolution No. R114-2016  
Resolution authorizing lease agreement between the City of Millville and 2nd & Main Petroleum, LLC for the continued use of Block 463, Lot 5 as a parking lot for a one year term beginning April 5, 2016 and ending on April 4, 2017.  
Motion -  
Second -  
(Certification of Funds)

Documents: [RES 2ND MAIN PETROLEUM LLC 3 17 16.PDF](#), [LEASE 2ND MAIN PETROLEUM INC 3 29 16.PDF](#)

- 14.IV. Resolution No. R115-2016  
Resolution authorizing First Amendment to professional service contract with Todd J. Gelfand, Esquire, for special labor counsel services for an additional amount of \$15,000.00 and extending the duration of the contract to December 31, 2016  
Motion -  
Second -  
(Certification of Funds)

Documents: [CERT OF FUNDS - GELFAND.PDF](#), [RES PSC GELFAND FIRST AMENDED 3 7 16.PDF](#), [PSC FIRST AMENDMENT GELFAND.PDF](#)

- 14.V. Resolution No. R116-2016  
Resolution authorizing Second Amendment to lease between the Millville Public Library and the City of Millville for the purpose of clarifying and confirming each parties rights and responsibilities  
Motion -  
Second -

Documents: [RES LIBRARY 2ND AMENDMENT.PDF](#), [LEASE LIBRARY 2ND AMENDMENT 032216.PDF](#)

- 14.VI. Resolution No. R117-2016  
Resolution authorizing a First Amendment to Standard Professional Services Agreement adopted on June 16, 2015 by Resolution No. R174-2015 to approve a revised contract with GEI Consultants, Inc., 400 Uniform Park Drive, Woburn, MA primarily for the purpose of clarity and minor revisions to the Schedule of Insurance.  
Motion -  
Second -

Documents: [RES AMENDING RES R174-2015 FIRST AMENDED PSC GEI.PDF](#), [FIRST AMENDED GEI PSC 3 30 16.PDF](#)

- 14.VII. Resolution No. R118-2016  
Resolution authorizing a Second Amendment to Standard Professional Services Agreement adopted on November 2, 2015 by Resolution No. R307-2015 authorizing a professional services contract with GEI Consultants, Inc., 400 Uniform Park Drive, Woburn, MA primarily for the purpose of clarity and minor revisions to the Schedule of Insurance.  
Motion -  
Second -

Documents: [RES AMENDING RES R307-2015 SECOND AMENDED PSC GEI CONSULTANTS 3 29 16.PDF](#), [SECOND AMENDED GEI PSC 3 30 16.PDF](#)

- 14.VIII. Resolution No. R119-2016  
Resolution authorizing a professional service contract with Boucher & James, Inc. Consulting Engineers to perform professional services in connection with a solar energy project at the Municipal Complex on 15th Street in an amount not to exceed \$10,000.00  
Motion -  
Second -  
(Certification of Funds)

Documents: [CERT OF FUNDS BOUCHER.PDF](#), [RES BOUCHER JAMES INC 3 21 16.PDF](#), [PSC BOUCHER JAMES INC NON-FAIR AND OPEN 3 21 16.PDF](#)

- 14.IX. Resolution No. R120-2016  
Resolution to ratify the Memorandum of Agreement between the City of Millville and Fireman's Mutual Benevolent Association Local 63 (FMBA) concerning conditions of employment covering the period January 1, 2016 through December 31, 2019  
Motion -  
Second -

Documents: [RES - FMBA RATIFY CONTRACT 4-5-16.PDF](#), [FMBA MOA.PDF](#)

**14.X.** Resolution No. R121- 2016

Resolution authorizing Lease Agreement between the City of Millville and Cal Ripken League for equipment owned by the City, 2014 John Deere Z425 Extrak Residential Zero-Turn-Radius Mower with a 54 inch edge deck, leasing said property for a term of five seasons beginning April 1st and ending November 30th of each year during the 5 year period beginning April 1, 2016 and ending November 30, 2020.

Motion -  
Second -

Documents: [RES CAL RIPKEN LEAGUE LEASE2016-2020.PDF](#), [CAL RIPKEN LEAGUE LEASE AGREEMENT 2016-2020.PDF](#)

**14.XI.** Resolution No. R122- 2016

Resolution authorizing Lease Agreement between the City of Millville and Girls' Softball League for equipment owned by the City, 2014 John Deere Z425 Extrak Residential Zero-Turn-Radius Mower with a 54 inch edge deck, leasing said property for a term of five seasons beginning April 1st and ending November 30th of each year during the 5 year period beginning April 1, 2016 and ending November 30, 2020.

Motion -  
Second -

Documents: [RES GIRLS SOFTBALL LEAGUE LEASE2016-2020.PDF](#), [GIRLS SOFTBALL LEAGUE LEASE 2016-2020.PDF](#)

**14.XII.** Resolution No. R123- 2016

Resolution authorizing Lease Agreement between the City of Millville and Holly City Midget Football League for equipment owned by the City, 2014 John Deere Z425 Extrak Residential Zero-Turn-Radius Mower with a 54 inch edge deck, leasing said property for a term of five seasons beginning April 1st and ending November 30th of each year during the 5 year period beginning April 1, 2016 and ending November 30, 2020.

Motion -  
Second -

Documents: [RES HOLLY CITY MIDGET FOOTBALL LEAGUE LEASE2016-2020.PDF](#), [HOLLY CITY MIDGET FOOTBALL LEAGUE LEASE 2016-2020.PDF](#)

**14.XIII.** Resolution No. R124- 2016

Resolution authorizing Lease Agreement between the City of Millville and American Little League for equipment owned by the City, 2014 John Deere Z425 Extrak Residential Zero-Turn-Radius Mower with a 54 inch edge deck, leasing said property for a term of five seasons beginning April 1st and ending November 30th of each year during the 5 year period beginning April 1, 2016 and ending November 30, 2020.

Motion -  
Second -

Documents: [RES AMERICAN LITTLE LEAGUE LEASE2016-2020.PDF](#), [AMERICAN LITTLE LEAGUE LEASE AGREEMENT.PDF](#)

**14.XIV.** Resolution No. R125- 2016

Resolution authorizing Lease Agreement between the City of Millville and Babe Ruth League for equipment owned by the City, 2014 John Deere Z425 Extrak Residential Zero-Turn-Radius Mower with a 54 inch edge deck, leasing said property for a term of five seasons beginning April 1st and ending November 30th of each year during the 5 year period beginning April 1, 2016 and ending November 30, 2020.

Motion -  
Second -

Documents: [RES BABE RUTH LEAGUE LEASE2016-2020.PDF](#), [BABE RUTH LEAGUE LEASE AGREEMENT2016-2020.PDF](#)

**14.XV.** Resolution No. R126- 2016

Resolution authorizing Letter of Agreement between the City of Millville and County of Cumberland for administration of a grant to the Millville Municipal Alliance to Prevent Alcoholism and Drug Abuse for the period covering Fiscal Year 2017 in the amount of \$31,594.00

Motion -  
Second -

Documents: [RES - AGREEMENT MUNICIPAL ALLIANCE GRANT FY2016.PDF](#), [MUNALLNC LETTER OF AGREEMENT.PDF](#)

**14.XVI.** Resolution No. R127- 2016

Resolution authorizing the purchase of one (1) Dell Latitude 12 Rugged Extreme Laptop Computer with accessories in the amount of \$3,086.48 and one (1) Optiplex 7020 SFF Desktop Computer in the amount of \$770.72 through a State Contract from Dell Marketing LP, PO Box 676044, Dallas Texas 75267 for a total amount of \$3,857.20

Motion -  
Second -  
(Certification of Funds)

Documents: [CERT OF FUNDS DELL.PDF](#), [RES - STATE CONTRACT 2 COMPUTERS.PDF](#)

**14.XVII.** Resolution No. R128- 2016

Resolution authorizing award of contract to Garrison Enterprises, Inc., 211 West Elmer Road, Vineland, NJ for Cedar Street Water Main Replacement in the amount of \$436,573.00

Motion -  
Second -  
(Certification of Funds)

Documents: [CERT OF FUNDS GARRISON.PDF](#), [RES CEDAR ST WTR MAIN RPLCMNT CNTRCT AWARDED TO GARRISON ENT.PDF](#)

**15. NEW BUSINESS**

**15.I.** New Business Item (1)

Motion to approve the following Special Event on Public Lands Application:

a) Sprint Triathlon sponsored by DQ Events, L.L.P.O.A., to be held on July 30, 2016, 7:30 a.m. at the Laurel Lake Clubhouse, 201 SW Lakeshore Drive

Motion -  
Second -

**15.II.** New Business Item (2)

Motion to approve the following Raffle License, Bingo License and Social Affair Permit:

a) Off-Premise 50/50 on behalf of the Millville Army Airfield Museum to held on November 2, 2016, 7:00 p.m. at 1 Leddon Street

b) Application to amend Bingo License to add game - Irish Gold Bingo before intermission on Thursday Night Bingo on behalf of the Millville BPO Elk's Lodge No. 580

c) Social Affair Permit on behalf of the Millville BPO Elk's Lodge No. 580 for a Dinner Concert Fund Raiser to be held on April 23, 2016, 7:00 p.m. to 11:00 p.m., 1815 E. Broad Street, Millville, NJ

Motion -  
Second -

**15.III.** New Business Item (3)

Motion to authorize the City Clerk to advertise for bids with said proposals to be received by the Purchasing Board on April 26, 2016 at 10:00 a.m. Richard C. McCarthy Commission Chamber, City Hall

a) "CY 2016 Work Uniforms"

b) "2013 or Newer Sewer Jet and Catch Basin Cleaner"

Motion -  
Second -

Documents: [PUBLIC NOTICE CY 2016 WORK UNIFORMS.PDF](#), [PUBLIC NOTICE SEWER JET AND CATCH BASIN CLEANER.PDF](#)

**16. 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](#)

COMMISSIONERS

MICHAEL SANTIAGO, MAYOR  
Director of Public Safety  
LYNNE PORRECA COMPARI  
Director of Public Affairs  
DAVID W. ENNIS  
Director of Public Works  
JOSEPH SOOY  
Director of Parks & Public Property



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

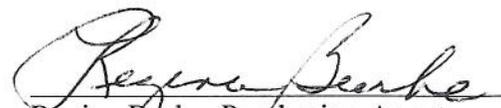
April 1, 2016

TO: Board of Commissioners

FROM: Regina Burke, QPA

The Purchasing Board received bid proposals for the Cedar Street Water Main Replacement on March 31, 2016.

There were (5) bids received ranging from a low bid of \$436,573 and a high bid of \$758,851. I concur with the Engineering report dated March 31, 2016 that this contract should be awarded to Garrison Enterprises, Inc., 211 West Elmer Road, Vineland, NJ 08360 for their low base bid in the amount of \$436,573.

  
Regina Burke, Purchasing Agent

COMMISSIONERS

MICHAEL SANTIAGO, MAYOR  
Director of Public Safety  
LYNNE PORRECA COMPARI  
Director of Public Affairs  
DAVID W. ENNIS  
Director of Public Works  
JOSEPH SOOY  
Director of Parks & Public Property



OFFICERS

SUSAN G. ROBOSTELLO  
City Clerk/Administrator  
MARCELLA SHEPARD  
Chief Financial Officer  
SHERRI J. BALL  
Tax Collector  
BRIAN P. ROSENBERGER  
Tax Assessor

12 SOUTH HIGH STREET  
P.O. BOX 609  
MILLVILLE, NEW JERSEY 08332  
TELEPHONE: (856)825-7000  
FAX: (856)825-3686  
www.millvillenj.gov

To: Mayor and Commissioners  
From: Brian M. Prohowich *BMP*  
Re: Cedar Street Water Main Replacement  
Date: April 1, 2016

On March 31, 2016, the Purchasing Board received bids for the Cedar Street Water Main Replacement project. The bids ranged from the low bid of \$436,573.00 to the high bid of \$758,851.00. The Engineer's Estimate for the project was \$463,920.00. The low bid was submitted by Garrison Enterprises, Inc. of Vineland, NJ. A complete tabulation of the bids received is detailed in a summary of bids on file in the City Clerk's office.

The Cedar Street Water Main Replacement project generally includes the replacement of water main and services and road restoration on Cedar Street between route 49 and Maple Avenue.

The funding for the Cedar Street Water Main Replacement project has been made available by Bond Ordinance No. 6-2016 and 7-2016 approved by the City Commission on February 16, 2016.

The low bid has been reviewed and found to be in compliance with bid specification and New Jersey Public Contracts Law. Therefore, I recommend award of the Cedar Street Water Main Replacement project to Garrison Enterprises, Inc. of Vineland, NJ. in the amount of \$436,573.00.

If you have any questions please contact me. Thank you.

CC: Wayne E. Johnson  
Craig Dombrosky  
Susan Robostello  
Marcella Sheppard  
Regina Burke



**Brad Scott**  
Chief Operating Officer

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February 24, 2016

City of Millville  
Susan Robostello  
City Clerk/Administrator  
12 South High Street  
Millville, NJ 08332

Re: Annual Disclosure Statement

Dear Ms. Robostello,

In accordance with Section 5.2.3 of the Financial Agreement between New Jersey Motorsports Park Urban Renewal, LLC and the City of Millville, we submit the following information as of December 31, 2015 with regards to the ownership of the Improvements:

- New Jersey Motorsports Park Urban Renewal, LLC is a single member Limited Liability company. The single member is New Jersey Motorsports Park, LLC.

-New Jersey Motorsports Park, LLC is owned jointly by NJMP Holding Group, LLC (2.30764%), NEI2 LLC (66.75236%) and NEI Motorsports, LLC (30.94%)

If you require any further information, please contact us.

Sincerely,

Brad Scott  
Chief Operating Officer  
New Jersey Motorsports Park

cc: Lee Brahin, Managing Member  
Andrew Koniecki, Chief Financial Officer  
Mark Verrastro, General Manager

**NEW JERSEY MOTORSPORTS PARK,  
LLC AND SUBSIDIARIES**

CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2015

**NEW JERSEY MOTORSPORTS PARK, LLC AND SUBSIDIARIES**

**TABLE OF CONTENTS**

December 31, 2015

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	<u>Page Number</u>
<b>INDEPENDENT AUDITORS' REPORT</b> .....	1
<b>Financial Statements</b>	
Consolidated Balance Sheet .....	3
Consolidated Statement of Operations and Changes in Members' Equity.....	4
Consolidated Statement of Cash Flows .....	5
Notes to Consolidated Financial Statements.....	6

## INDEPENDENT AUDITORS' REPORT

To the Members of  
New Jersey Motorsports Park, LLC and Subsidiaries

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of New Jersey Motorsports Park, LLC (the "Company") and its subsidiaries which comprise the consolidated balance sheet as of December 31, 2015 and 2014, and the related consolidated statements of operations and changes in members' equity and cash flows for the years then ended and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

## INDEPENDENT AUDITORS' REPORT (CONTINUED)

### **Auditors' Responsibility (Continued)**

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our audit opinion.

### **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company and its subsidiaries as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Mercadion, P.C.*

*Certified Public Accountants*

February 24, 2016

## NEW JERSEY MOTORSPORTS PARK, LLC AND SUBSIDIARIES

### CONSOLIDATED BALANCE SHEET

December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<b>ASSETS</b>		
Current Assets		
Cash	\$ 771,628	\$ 1,094,593
Accounts receivable	46,632	160,526
Prepaid expenses and other current assets	184,165	132,558
Due from related parties	-	20,066
Deposits paid	<u>25,249</u>	<u>27,409</u>
Total Current Assets	1,027,674	1,435,152
Property and equipment, net	16,174,319	17,088,518
Deferred financing costs	346,795	-
Other assets	<u>172,121</u>	<u>172,121</u>
Total Assets	<u>\$ 17,720,909</u>	<u>\$ 18,695,791</u>
<b>LIABILITIES AND MEMBERS' EQUITY</b>		
Current Liabilities		
Current portion of loans payable	\$ 551,583	\$ 19,495,099
Current portion of obligations under capital leases	23,579	61,175
Accounts payable	55,742	21,296
Accrued expenses	104,325	81,699
Deferred income	532,914	499,036
Deposits received	<u>-</u>	<u>7,250</u>
Total Current Liabilities	1,268,143	20,165,555
Loans payable	9,911,446	463,029
Obligations under capital leases	<u>-</u>	<u>20,391</u>
Total Liabilities	11,179,589	20,648,975
Members' Equity	<u>6,541,320</u>	<u>(1,953,184)</u>
Total Liabilities and Members' Equity	<u>\$ 17,720,909</u>	<u>\$ 18,695,791</u>

## NEW JERSEY MOTORSPORTS PARK, LLC AND SUBSIDIARIES

### CONSOLIDATED STATEMENT OF OPERATIONS AND CHANGES IN MEMBERS' EQUITY Years Ended December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Revenues		
Food operations	\$ 818,554	\$ 775,373
Cost of goods sold	<u>(303,725)</u>	<u>(299,572)</u>
Gross profit - food operations	514,829	475,801
Rental income	4,849,666	5,101,749
Event revenue	32,359	28,530
Ticket sales	283,272	272,640
Membership revenue	924,738	789,736
Advertising income	175,074	238,239
Merchandise sales and miscellaneous income	426,430	463,808
Gain on sale of assets	<u>64,355</u>	<u>653,542</u>
Total Revenues	<u>7,270,723</u>	<u>8,024,045</u>
Expenses		
Operating expenses and taxes	4,525,775	4,282,942
Administrative	1,378,852	1,499,640
Interest	877,986	1,004,522
Depreciation	<u>963,038</u>	<u>980,426</u>
Total Expenses	<u>7,745,651</u>	<u>7,767,530</u>
Operating (loss) income	(474,928)	256,515
Forgiveness of debt	<u>5,319,713</u>	<u>-</u>
Net income	4,844,785	256,515
Members' Equity, beginning of year	(1,953,184)	(2,209,699)
Distributions	(200,000)	-
Contributions	4,000,000	-
Equity subscribed	<u>(150,281)</u>	<u>-</u>
Members' Equity, end of year	<u>\$ 6,541,320</u>	<u>\$ (1,953,184)</u>

## NEW JERSEY MOTORSPORTS PARK, LLC AND SUBSIDIARIES

### CONSOLIDATED STATEMENT OF CASH FLOWS

Years Ended December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<b>Cash Flows from Operating Activities</b>		
Net income	\$ 4,844,785	\$ 256,515
Adjustments to reconcile net income to net cash flow from operating activities		
Depreciation	963,038	980,426
Gain on sale of assets	(64,355)	(653,542)
Forgiveness of debt	(5,319,713)	-
Increase (decrease) in cash from		
Cash - restricted	-	96,240
Accounts receivable	113,894	135,077
Prepaid expenses and other assets	(51,607)	(3,126)
Due from related parties	20,066	(19,044)
Deposits paid	2,160	(9,240)
Accounts payable	34,446	(12,665)
Accrued expenses	22,626	(177,697)
Deferred income	33,878	(138,901)
Deposits received	(7,250)	(3,898)
Net cash from operating activities	<u>591,968</u>	<u>450,145</u>
<b>Cash Flows from Investing Activities</b>		
Purchases of property and equipment	(188,839)	(647,511)
Proceeds from disposal of property and equipment	<u>204,355</u>	<u>1,328,983</u>
Net cash from investing activities	<u>15,516</u>	<u>681,472</u>
<b>Cash Flows from Financing Activities</b>		
Proceeds from loans payable	10,480,718	532,292
Repayment of loans payable	(14,656,104)	(1,746,132)
Repayment of capital lease obligation	(57,987)	(71,371)
Distributions to members'	(200,000)	-
Contributions from members'	3,849,719	-
Deferred financing costs	(346,795)	-
Net cash from financing activities	<u>(930,449)</u>	<u>(1,285,211)</u>
Net change in cash	(322,965)	(153,594)
Cash, beginning of year	<u>1,094,593</u>	<u>1,248,187</u>
Cash, end of year	<u>\$ 771,628</u>	<u>\$ 1,094,593</u>
<b>Supplemental Disclosure of Cash Flow Information</b>		
Cash paid during the year for interest	<u>\$ 388,348</u>	<u>\$ 431,155</u>
<b>Supplemental Schedule of Non-Cash Financing Activity</b>		
Receivable from members for equity subscribed	<u>\$ 150,281</u>	<u>\$ -</u>

## NEW JERSEY MOTORSPORTS PARK, LLC AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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#### A. NATURE OF ORGANIZATION

New Jersey Motorsports Park, LLC (the "Company") (a New Jersey Limited Liability Company) was formed on February 17, 2004, for the purpose of developing and operating the New Jersey Motorsports Park in Millville, New Jersey.

#### B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### **Basis of Accounting**

The accompanying consolidated financial statements have been prepared on the accrual method of accounting in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The consolidated financial statements include the accounts of the Company, NJMP Development Associates, LLC ("NJMP Development Associates") and New Jersey Motorsports Park Urban Renewal, LLC ("New Jersey Motorsports Park Urban Renewal"), both wholly owned subsidiaries.

All intercompany transactions are eliminated in the consolidation.

##### **Use of Estimates**

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from these estimates.

##### **Cash**

Cash includes highly liquid debt instruments with original maturities of ninety days or less. In addition, the statement of cash flows excludes restricted cash.

##### **Accounts Receivable**

The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. Allowances for doubtful accounts are based on historical experience and known factors regarding specific customers. If amounts become uncollectible, they will be charged to net income when that determination is made.

##### **Real Estate Properties and Depreciation**

Properties owned are initially recorded at the purchase price plus closing costs. Development costs and major renovations are capitalized as a component of cost and routine maintenance and repairs are charged to expense as incurred. Real estate costs include the cost of acquired property, including all tangible and intangible assets. Depreciation of building and improvements and equipment is computed using the straight-line method over the estimated useful lives of the assets, which range from five to forty years. Upon impairment, an impairment loss is recognized to the extent that the carrying value of the asset is greater than the fair value. Maintenance and repairs which do not extend the useful lives of the related assets are charged to expense as incurred. Depreciation charged to expense was \$963,038 and \$980,426 for the years ended December 31, 2015 and 2014, respectively.

## NEW JERSEY MOTORSPORTS PARK, LLC AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

---

#### B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

##### **Amortization of Costs Benefiting Subsequent Periods**

Deferred financing costs associated with the debt incurred in 2015 totaling \$346,795 are being amortized on the straight-line method over the term of the debt.

##### **Revenue Recognition**

Advance ticket sales and event-related revenues for future events are deferred until earned, which is generally once the events are conducted. The recognition of event-related expenses is matched with the recognition of event-related revenues.

Revenues from marketing partnerships are paid in accordance with negotiated contracts, with the identities of partners and the terms of sponsorship changing from time to time. Some marketing partnership agreements are for multiple events and include multiple specified elements, such as tickets, suites, display space and signage for each included event. The allocation of such marketing partnership revenues between the multiple elements, events and facilities is based on relative fair value. The sponsorship revenue allocated to an event is recognized when the event is conducted.

Revenues relating to membership dues are recognized over the membership term. Membership initiation fees are recognized at the time received since there is no reasonable basis to determine their membership term.

Revenues and related costs from the sale of food and merchandise to retail customers are recognized at the time of sale.

##### **Income Taxes**

Pro rata income from the Company flows through to the members' individual federal and state income tax returns. The Company is not a taxpaying entity for the purposes of federal and state income taxes.

##### **Recent Accounting Pronouncements**

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers (Topic 606)* requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. In August, 2015 the FASB issued ASU 2015-14, *Revenue from Contracts with Customers (Topic 606) - Deferral of the Effective Date*, which defers the effective date of ASU 2014-09 by one year. The updated standard will be effective for annual reporting periods beginning after December 15, 2018, and interim periods within annual periods beginning after December 15, 2019. Early adoption is permitted only as of annual reporting periods beginning after December 15, 2016. The updated standard will be effective for the Company and its subsidiaries for the year ending December 31, 2019. The Company and its subsidiaries have not yet selected a transition method and are currently evaluating the effect that the updated standard will have on the consolidated financial statements.

## NEW JERSEY MOTORSPORTS PARK, LLC AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

---

#### B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

##### Recent Accounting Pronouncements (Continued)

In August 2014, the FASB issued ASU 2014-15, *Presentation of Financial Statements – Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern*. ASU 2014-15 explicitly requires management to evaluate, at each annual or interim reporting period whether there are conditions or events that exist which raise substantial doubt about an entity’s ability to continue as a going concern and to provide related disclosures. ASU 2014-15 is effective for annual periods ending after December 15, 2016, and annual and interim periods thereafter, with early adoption permitted. ASU 2014-15 will be effective for the Company and its subsidiaries for the year ending December 31, 2016. The adoption of ASU 2014-15 is not expected to have a material effect on the Company’s consolidated financial statements or disclosures. The Company and its subsidiaries are currently evaluating the impact of adopting this new standard on their financial statement disclosures.

In April 2015, the FASB issued ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs*. ASU 2015-03 requires that debt issuance costs related to a debt liability be reported on the balance sheet as a direct deduction from the debt liability and will no longer be recorded as a separate asset. ASU 2015-03 is effective for fiscal years beginning after December 15, 2015, and for interim periods within fiscal years beginning after December 15, 2016. Early adoption is permitted. ASU 2015-03 will be effective for the Company and its subsidiaries for the year ending December 31, 2016. The Company and its subsidiaries are currently evaluating the impact of adopting this new standard on their consolidated financial statements and related disclosures.

##### Subsequent Events

Management has evaluated subsequent events that occurred after the consolidated balance sheet date but before February 24, 2016, the date the consolidated financial statements were available to be issued. No items were determined by management to require disclosure in these consolidated financial statements.

#### C. PROPERTY AND EQUIPMENT

Property and equipment consists of the following:

	December 31,	
	2015	2014
Land	\$ 1,734,918	\$ 1,734,918
Track and improvements	17,347,864	17,347,864
Buildings	6,476,345	6,476,345
Building improvements	48,937	48,937
Soft costs	1,996,283	1,996,283
Furniture, fixtures and equipment	2,523,600	2,376,820
Construction in progress	269,663	367,604
Subtotal	30,397,610	30,348,771
Less: accumulated depreciation	14,223,291	13,260,253
Totals	<u>\$ 16,174,319</u>	<u>\$ 17,088,518</u>

## NEW JERSEY MOTORSPORTS PARK, LLC AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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#### D. RELATED PARTIES TRANSACTIONS

From time to time, the Company and its subsidiaries make advances to and receive advances from various related party affiliates. At December 31, 2014, \$13,703 was due from Villas at Brighton Condominium Association, Inc. - Phase I ("Villas"). As of December 31, 2015, no amounts were due to the Company from Villas. At December 31, 2014, \$9,168 was due from Exotic Car Garages at Brighton Condominium Association, Inc. ("Exotic Car Garages") to the Company, and \$2,805 was due to Exotic Car Garages from NJMP Development Associates. At December 31, 2015, no amounts were due to or from Exotic Car Garages. Additionally, as of December 31, 2015 and 2014, \$10,479 and \$2,955, respectively, was owed from Exotic Car Garages to the Company for management and maintenance services and was included in accounts receivable on the consolidated balance sheet.

#### E. LOANS PAYABLE

During 2011, the Company, New Jersey Motorsports Park Urban Renewal and NJMP Development Associates restructured outstanding loans with Merrill Lynch Mortgage Capital, Inc. ("Merrill Lynch"). The outstanding loans were restructured into two \$10,000,000 promissory notes, a senior loan (Note A) and a subordinate loan (Note B). On October 29, 2014, Note A and Note B were restated to extend the maturity date of the loans to November 30, 2015 (the "Maturity Date"). Both Note A and Note B bore interest at the one-month LIBOR rate plus 500 basis points, subject to a minimum interest rate of 5.25% and a maximum interest rate of 7.25%. During the first 12 months of the term of Note A, interest only was due monthly. Note A was to be amortized over a 1-year period with equal principal payments due during the seasonal months (as defined by the agreement) and the final payment due on or before the maturity date.

The interest on Note B accrued and was added to principal, to be paid on the maturity date. On December 5, 2014, Note A and Note B were amended and restated as a result of Merrill Lynch assigning the notes to Marblegate Special Opportunities Master Fund, L.P. ("Marblegate"). No repayment terms were amended as a result of Merrill Lynch assigning their interest in the loans to Marblegate.

As of December 31, 2014, \$7,699,000 of Note A and \$11,717,163 of Note B were outstanding, respectively. The amount outstanding for Note B includes \$1,717,163 of accrued interest as of December 31, 2014. On October 29, 2015, Marblegate agreed to accept a reduced payoff amount on the amount outstanding on Note A and Note B. As a result, on November 2, 2015, \$13,532,039 was paid to Marblegate for outstanding principal and accrued interest and \$5,319,713 was forgiven by Marblegate and recorded as forgiveness of debt on the consolidated statement of operations and changes in members' equity.

Effective November 2, 2015, the Company and New Jersey Motorsports Park Urban Renewal entered into a \$10,000,000 loan agreement with TD Bank, N.A. ("TD Bank"). Under the terms of this agreement, the loan will accrue interest at a rate of 4.87% per annum through October 31, 2020. Thereafter, the loan will accrue interest at a fixed interest rate equal to no greater than 2.5% per annum in excess of the interest rate payable on a U.S. Treasury Security having a maturity of approximately five years as determined by TD Bank two business days before each of October 31, 2020 and October 31, 2025. Beginning on January 1, 2016, monthly principal and interest payments of \$78,770 will be made for the initial five year term. The payments will be

## NEW JERSEY MOTORSPORTS PARK, LLC AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

---

#### E. LOANS PAYABLE (CONTINUED)

adjusted every five years to reflect the change in interest rate noted above. The loan is scheduled to mature on October 31, 2030. The loan is secured by substantially all of the assets of the Company and its subsidiaries, as well as guaranteed by the members of the Company and its subsidiaries. As of December 31, 2015, \$10,000,000 of principal and \$41,930 of accrued interest was due to TD Bank under the loan agreement. As part of its agreement with TD Bank, the Company is subject to certain financial covenants. As of December 31, 2015, the Company was in compliance with these covenants.

The Company entered into an agreement with Ovations Food Services on August 7, 2009. The loan accrued interest at 11% and was payable monthly based on variable payments, the final payment was scheduled to be due December 31, 2011. During 2011, the debt was restructured and the maturity date of the loan was extended to January 31, 2020. The loan is secured by restaurant and concessions equipment. As of December 31, 2015 and 2014, \$463,029 and \$541,965 was due to Ovations Food Services under this loan, respectively.

Minimum future payments under the loan agreements during the next five years are as follows:

Year Ending December 31,	
2016	\$ 551,583
2017	579,165
2018	608,128
2019	638,538
2020	670,470
Thereafter	<u>7,415,145</u>
Total	<u>\$ 10,463,029</u>

#### F. MEMBERS' EQUITY

Effective November 2, 2015, the Company entered into a \$3,800,000 loan agreement with NEI2, LLC ("NEI2"). The loan contained an option for NEI2 to exchange the loan for a 51.9% fully diluted ownership interest in the Company. Subsequent to the reduced payoff to Marblegate and the Company entering into the loan agreement with TD Bank as described in Note E, NEI2 exercised their option and converted the loan to a 51.9% fully diluted membership interest in the Company. Additionally, NEI2 executed a membership interest purchase agreement with Merrill Lynch and Merrill Lynch L.P. Holdings Inc. and purchased their membership interest in the Company. Pursuant to the third amended and restated limited liability company operating agreement of the Company, NEI2 was required to contribute \$4,000,000 for their 61.75% interest in the Company. At December 31, 2015, NEI2 contributed \$3,849,719 of capital leaving \$150,281 due to the Company. This subscribed equity is shown as a reduction to members' equity on the consolidated statement of operations and changes in members' equity.

## NEW JERSEY MOTORSPORTS PARK, LLC AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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#### G. CAPITAL LEASE

The Company entered into various lease purchase agreements with Verizon Credit Inc. The original agreements were modified to extend the terms of the leases. Under the modified agreements, monthly payments of approximately \$5,100 are due through July 2016. Minimum future lease payments under this lease purchase agreement as of December 31, 2015, are as follows:

Year Ending December 31, 2016	<u>\$ 23,579</u>
----------------------------------	------------------

#### H. OPERATING LEASES

The Company is party to an operating lease agreement to lease bleachers. The lease is for a term of approximately 60 months and expires on March 15, 2017. At the expiration of the lease, if the Company has paid in full all rentals under this lease, the Company will have the option to purchase all of the leased equipment for a price of \$36,010.

The Company is party to operating lease agreements to lease various vehicles. The leases are for terms of 36 months and expire in March 2018.

The following is a schedule of minimum rental payments due under the operating leases mentioned above as of December 31, 2015:

Year Ending December 31, 2016	\$ 84,625
2017	12,605
2018	<u>3,151</u>
Total	<u>\$ 100,381</u>

#### I. PILOT AGREEMENT

Pursuant to a financial agreement (the "PILOT Agreement") between New Jersey Motorsports Park Urban Renewal and the City of Millville dated March 9, 2007, New Jersey Motorsports Park Urban Renewal is to pay an annual service charge in the amount of \$175,000 in consideration of the City of Millville granting New Jersey Motorsports Park Urban Renewal real property taxation exemption on the improvements of the New Jersey Motorsports Park Property. The annual service charge commenced on the first day of the month following substantial completion as defined by the PILOT Agreement. The term of the agreement is for a period of 15 years from the date of substantial completion. The PILOT Agreement was assumed by the Company. For both of the years ended December 31, 2015 and 2014, payments in lieu of taxes totaled \$175,000.

#### J. ADVERTISING

The Company uses advertising to promote its business. The costs of advertising and promoting are expensed as incurred. Advertising expense was \$105,391 and \$104,915 for the years ended December 31, 2015 and 2014, respectively.

## **NEW JERSEY MOTORSPORTS PARK, LLC AND SUBSIDIARIES**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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#### **K. CONCENTRATION OF CREDIT RISK**

The Company maintains cash in bank balances that, at times, may exceed federally insured limits. Historically, the Company has not incurred any credit-related losses. Management believes that it is not subject to any significant credit risk on its cash accounts.

#### **L. FIELD OF DREAMS GROUND LEASE**

During 2013, the Company entered into a ground lease agreement with NJMP Field of Dreams, LLC ("NJMP Field of Dreams"). Under the terms of the agreement, the Company will lease 85 acres of land to NJMP Field of Dreams over the course of the 100 year lease. NJMP Field of Dreams had the option to purchase the leased land for \$10 within 48 months of obtaining its certificate of occupancy and certificate of completion, permitting NJMP Field of Dreams to operate its business. The lease agreement also contained an option for NJMP Field of Dreams to pay \$950,000 on the commencement date in lieu of the required rental payments of \$1,105,262 due over the term of the agreement. In February 2014, the Company acquired the land to be leased for \$457,000, inclusive of closing costs. Concurrent with the acquisition of the land, NJMP Field of Dreams exercised their option and paid \$950,000 in lieu of the rental payments due over the term of the agreement. During 2014, NJMP Field of Dreams obtained its certificate of occupancy and certificate of completion and acquired the land.

#### **M. LITIGATION**

From time to time, the Company is subject to litigation that arises in the ordinary course of conducting activities. In management's opinion, the resolution of litigation matters, if any, would not have a material effect on the financial position of the Company at December 31, 2015.

COMMISSIONERS

MICHAEL SANTIAGO, MAYOR  
Director of Public Safety  
LYNNE PORRECA COMPARI  
Director of Public Affairs  
DAVID W. ENNIS  
Director of Public Works  
JOSEPH SOOY  
Director of Parks & Public Property



OFFICERS

SUSAN G. ROBOSTELLO  
City Clerk/Administrator  
MARCELLA SHEPARD  
Chief Financial Officer  
SHERRI J. BALL  
Tax Collector  
BRIAN P. ROSENBERGER  
Tax Assessor

12 SOUTH HIGH STREET  
P.O. BOX 609  
MILLVILLE, NEW JERSEY 08332  
TELEPHONE: (856)825-7000  
FAX: (856)825-3686  
[www.millvillenj.gov](http://www.millvillenj.gov)

March 30, 2016

Board of Commissioners  
12 S. High St.  
Millville, NJ 08332

Dear Commissioners,

I am writing to notify you that I wish to designate an alternate in my place when I am unable to attend the Industrial Commission meetings. Please accept this letter as my formal designation of Commissioner Joseph Sooy as my alternate. Please file this at the next available City Commission meeting.

Thank you,

A handwritten signature in black ink, appearing to read 'Michael Santiago', written over the printed name.

Mayor Santiago

cc: Susan Robostello *via email*  
Jeanne Hitchner *via email*  
Laura Burns *via email*

PERMIT FEE LOG REPORT  
For the Period of 02/01/16 - 02/29/16

RECEIVED

MAR 14 2016

CITY CLERK'S OFFICE

Permit No / Date Issued/ Description	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		Other	Total
Identification	Grp	Type	d	Sq Feet	Cubic Feet	b	Sale	Rent	Constructn	No	Build	Elect	Plumb	Fire	Elev	DCA	Cert	Other	Total	Number	
Permit: 450 Address: 623 E MAIN ST Owner: ROCCO	Lot: 4	16-002	R-5	Alt		0	0	0	0	2000	999	0	155	0	0	0	4	0	0	159	2828 Cash
Permit: 160 Address: 25 LAUREL RD Owner: PATEN	Lot: 661	16-050+A	R-5	Alt	X	0	0	0	0	650	999	0	70	0	0	0	1	0	0	71	64511
Permit: 71 Address: 1005 W MAIN ST Owner: 1005 W MAIN LLC	Lot: 1	16-098	U-	Dem		0	0	0	0	1500	999	80	0	0	0	0	0	0	0	80	1192
Permit: 269 Address: 2000 MILLER AVE Owner: DOEBLEY	Lot: 22	16-110	R-5	Alt		0	0	0	0	249	999	0	70	0	0	0	1	0	0	71	0066009
Permit: 70 Address: 1010 CEDAR ST Owner: MOSS	Lot: 140	16-111	R-5	Alt		0	0	0	0	249	999	0	70	0	0	0	1	0	0	71	0066008
Permit: 564 Address: 1135 LOUIS DR Owner: CHAPPLE	Lot: 24	16-112	R-5	Alt		0	0	0	0	249	999	0	70	0	0	0	1	0	0	71	0066007
Permit: 270 Address: 802 COOMBS RDE Owner: FEDERAL HOME LOAN MTG CORP	Lot: 16	16-113	R-5	Alt		0	0	0	0	4300	999	118	0	0	0	0	8	0	0	126	3589
Permit: 113 Address: CEDAR ST & BRANDRIFF Owner: CUMBERLAND COUNTY	Lot: 5	16-114	U-	Alt		0	0	0	0	600	999	0	0	0	0	0	0	0	0	0	0
Permit: 424 Address: 203 N 4TH ST Owner: JARM VENTURES LLC	Lot: 22	16-115	R-5	Alt		0	0	0	0	450	999	0	110	0	0	0	1	0	0	111	2181

PERMIT FEE LOG REPORT  
For the Period of 02/01/16 - 02/29/16

Permit No / Date Issued/ Description	Use	Work Grp	Type	U New/Added Structure		P Hous Unit		Fed	Value of Cen	Fees Collected							Check Number		
				Tot Area Sq Feet	Volume Cubic Feet	u Gain/Lost b Sale Rent	Constructn No			Build	Elect	Plumb	Fire	Elev	DCA	Cert		Other	Total
Permit: 424 Lot: 22 Address: 205 N 4TH ST Owner: JARM VENTURES LLC	R-5	Alt		0	0	0	0	650	999	0	110	0	0	0	1	0	0	111	2181
Permit: 110 Lot: 4 Address: 421 FULTON ST Owner: LARUA KOUSMINE	R-5	Alt		0	0	0	0	4000	999	110	0	0	0	0	8	0	0	118	3995
Permit: 110 Lot: 4 Address: 421 FULTON ST Owner: LARUA KOUSMINE	R-5	Alt		0	0	0	0	3500	999	70	0	0	0	0	7	0	0	77	3995
Permit: 541 Lot: 3 Address: 105 WHITALL AVE Owner: SCHECK PROPERTIES LLC	R-5	Alt		0	0	0	0	2000	999	70	0	0	0	0	4	0	0	74	382
Permit: 344 Lot: 43 Address: 1015 PINEVIEW TERR Owner: RIVERA	R-5	Alt		0	0	0	0	1500	999	0	0	105	0	0	3	0	0	108	155621
Permit: 280 Lot: 24.1 Address: 1011 BUCK ST - COMMUNITY CENTE Owner: CITY OF MILLVILLE	R-5	Alt		0	0	0	0	481	999	0	0	0	0	0	0	0	0	0	0
Permit: 462 Lot: 17 Address: 100 S 2ND ST Owner: TRINITY UNITED METHODIST CHURH	A-3	Alt		0	0	0	0	28000	999	710	0	0	0	0	53	0	0	763	008908
Permit: 70 Lot: 110 Address: 428 CEDAR LN Owner: KEEN, DONALD	R-5	Alt		0	0	0	0	900	999	0	70	0	0	0	2	0	0	72	1344
Permit: 70 Lot: 33 Address: 1450 LLOYD TERRACE Owner: FEDERAL HOME LOANS	R-5	Alt		0	0	0	0	4320	999	118	0	0	0	0	8	0	0	126	6111

PERMIT FEE LOG REPORT  
For the Period of 02/01/16 - 02/29/16

e Identification	Permit No /	Use	Work	p	U New/Added Structure		P Hous Unit		Fed	Fees Collected										Check Number		
	Date Issued/				Tot Area	Volume	u Gain/Lost	Value of		Cen	Build	Elect	Plumb	Fire	Elev	DCA	Cert	Other	Total			
	Description	Grp	Type	d	Sq Feet	Cubic Feet	b	Sale	Rent	Constructn	No											
ck: 51 Lot: 2 : 9201 W BUCKSHUTEM RD e: THOMPSON	16-125 02/02/16 SOLAR R&G	R-5	Alt		0	0	0	0		51918	999	110	350	0	0	0	99	0	0	559	2272	
ck: 453 Lot: 13 : 902 WOODLAND AVE e: PLUMMER	16-126 02/02/16 BOILER INSTALL	R-5	Alt		0	0	0	0		3090	999	70	0	135	0	0	6	0	0	211	043778	
ck: 145 Lot: 60 : 144 RIVER DR e: NICOLL.TOHNI	16-127 02/02/16 GENERATOR	R-5	Alt		0	0	0	0		2397	999	0	180	90	0	0	5	0	0	275	2056	
ck: 260 Lot: 17 : 1724 WHEATON AVE e: RISLEY , R	16-129 02/02/16 ROOF	R-5	Alt		0	0	0	0		8000	999	210	0	0	0	0	15	0	0	225	332	
ck: 494 Lot: 18 : 216 GEISSINGER AVE e: MAZZOCHI	16-130 02/02/16 ROOF	R-5	Alt		0	0	0	0		6000	999	160	0	0	0	0	11	0	0	171	332	
ck: 49 Lot: 13 : 572 HOGGIN RD e: NAYDA	16-131 02/02/16 ROOF	R-5	Alt		0	0	0	0		7000	999	185	0	0	0	0	13	0	0	198	332	
ck: 494 Lot: 19 : 220 GEISSINGER AVE e: BLYSTONE, WM	16-132 02/02/16 ROOF	R-5	Alt		0	0	0	0		5000	999	135	0	0	0	0	10	0	0	145	332	
ck: 359 Lot: 29 : 503 N 2ND ST LANDLORD PANEL e: USA BUSY BEE	16-133 02/02/16 REHAB	R-5	Alt		0	0	0	0		8500	999	160	0	315	0	0	16	0	0	491	3500	
ck: 218 Lot: 14 : 1128 LOUIS DRIVE e: SOLOANO, GLENDA	16-134 02/02/16 ROOF	R-5	Alt		0	0	0	0		2000	999	70	0	0	0	0	4	0	0	74	Cash	

PERMIT FEE LOG REPORT  
For the Period of 02/01/16 - 02/29/16

Permit No / Date Issued/ Description	Use	Work	p	U New/Added Structure		P Hous Unit		Value of	Fed	Fees Collected							Check Number			
				Tot Area Sq Feet	Volume Cubic Feet	u Gain/Lost	Constructn			Build	Elect	Plumb	Fire	Elev	DCA	Cert		Other	Total	
ck: 354 Lot: 13 : 20 W OAK ST e: HIGGS, R	16-135	R-5	Alt		0	0	0	0	8450	999	221	0	0	0	0	16	0	0	237	3263
ck: 354 Lot: 12 : 18 W OAK ST e: BROWN	16-136	R-5	Alt		0	0	0	0	8340	999	219	0	0	0	0	16	0	0	235	3262
ck: 248 Lot: 4 : 9 SUNSET DR e: FLAVILLE	16-137	R-5	Alt		0	0	0	0	299	999	0	70	0	0	0	1	0	0	71	143469
ck: 51 Lot: 12 : 2740 CEDAR ST e: LANGLEY	16-138	R-5	Alt		0	0	0	0	299	999	0	70	0	0	0	1	0	0	71	143468
ck: 379 Lot: 18 : 528 MULBERRY ST e: READ REALTY GROUP LLC	16-139	R-5	Alt		0	0	0	0	299	999	0	70	0	0	0	1	0	0	71	143467
ck: 394 Lot: 4.05 : 404 N 8TH ST e: RPJ PROPERTIES	16-140	R-5	Alt		0	0	0	0	299	999	0	70	0	0	0	1	0	0	71	143466
ck: 125.01 Lot: 2 : 1305 CEDAR ST e: PORRECA PAUL	16-141	R-5	Alt		0	0	0	0	299	999	0	70	0	0	0	1	0	0	71	143465
ck: 297 Lot: 6 : 13 W MCNEAL ST e: O'HARA, G	16-142	R-5	Alt		0	0	0	0	299	999	0	70	0	0	0	1	0	0	71	143464
ck: 41 Lot: 19 : 1927 W MAIN ST e: ANTONICJUK	16-143	R-5	Alt		0	0	0	0	19734	999	350	350	0	0	0	38	0	0	738	14277



PERMIT FEE LOG REPORT  
For the Period of 02/01/16 - 02/29/16

e Identification	Permit No / Date Issued/	Use	Work	p	U New/Added Structure		P Hous Unit		Fed	Fees Collected										Check Number	
					Tot Area	Volume	u Gain/Lost	Value of		Cen	Build	Elect	Plumb	Fire	Elev	DCA	Cert	Other	Total		
	Description	Grp	Type	d	Sq Feet	Cubic Feet	b	Sale	Rent	Constructn	No	Build	Elect	Plumb	Fire	Elev	DCA	Cert	Other	Total	Number
ck: 332 Lot: 8 : 415 E ST e: CHILDERS	16-153 02/19/16 SERVICE	R-5	Alt		0	0	0	0	3000	999	0	110	0	0	0	0	6	0	0	116	1935
ck: 537 Lot: 13 : 802 SHAR LANE BLVD e: BASSETT	16-154 02/04/16 ROOF MOUNT SOLAR	R-5	Alt		0	0	0	0	9152	999	70	350	0	0	0	0	17	0	0	437	601
ck: 344 Lot: 41 : 1019 PINEVIEW TERR e: MYERS, STEVE & JESSICA	16-155 02/04/16 SERVICE CHANGE	R-5	Alt		0	0	0	0	1500	999	0	70	0	0	0	0	3	0	0	73	4835
ck: 255 Lot: 8 : 49 SHARP ST e: HIRSCH	16-156 02/04/16 ROOF	R-5	Alt		0	0	0	0	20703	999	528	0	0	0	0	0	39	0	0	567	55126
ck: 268.01 Lot: 1.03 : 2127 WHEATON AVE e: FRIEDRICH & DIMMOCK INC	16-157 02/05/16 PAD & PUMP FOR TAN	R-5	Alt		0	0	0	0	2000	999	70	70	0	0	0	0	4	0	0	144	3827
ck: 537 Lot: 13 : 802 SHAR LANE BLVD e: BASSETT	16-158 02/08/16 ROOF	R-5	Alt		0	0	0	0	4338	999	118	0	0	0	0	0	8	0	0	126	1363
ck: 280 Lot: 24 : 1011 BUCK ST e: CITY OF MILLVILLE	16-159 02/05/16 ALARMS	B-	Alt		0	0	0	0	99	999	0	0	0	0	0	0	0	0	0	0	0
ck: 128.02 Lot: 49 : 13 CHURCHILL DR e: BLYSTONE	16-160 02/05/16 WATER HEATER	R-5	Alt		0	0	0	0	1049	999	0	0	70	0	0	0	2	0	0	72	4203
ck: 391 Lot: 30 : 301 N 12TH ST e: PERKINS	16-161 02/05/16 WATER HEATER	R-5	Alt		0	0	0	0	886	999	0	0	70	0	0	0	2	0	0	72	4204



PERMIT FEE LOG REPORT  
For the Period of 02/01/16 - 02/29/16

e 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	d Sq Feet	Cubic Feet	b Sale	Rent	Constructn	No										
ack: 408 Lot: 32 : 2444 NEWCOMBTOWN RD e: BALABKINS.A	16-171 02/08/16	R-5	Alt	0	0	0	0	795	999	0	70	0	0	0	2	0	0	72 22470	
ack: 268 Lot: 13 : 718 WHITAKER AVENUE e: ABBOTT, FRANCIS	16-172 02/09/16	R-5	Alt	0	0	0	0	700	999	0	0	90	0	0	1	0	0	91 11974	
ack: 569 Lot: 1 : 80 REAGAN CT e: WALLACE, G	16-173 02/09/16	R-5	Alt	0	0	0	0	550	999	0	0	70	0	0	1	0	0	71 227813	
ack: 242 Lot: 1 : 503 FERNWOOD RD e: CUCUKOV	16-174 02/09/16	R-5	Alt	0	0	0	0	23790	999	605	0	0	0	0	45	0	0	650 2778	
ack: 70.01 Lot: 3 : 1208 GEISSEL DR e: POMPPER, L	16-175 02/09/16	R-5	Alt	0	0	0	0	4007	999	110	0	0	0	0	8	0	0	118 2778	
ack: 287 Lot: 5 : 9/11 FOUNDRY ST e: SHI, XIZDING	16-176 02/09/16	R-5	Alt	0	0	0	0	7500	999	198	0	0	0	0	14	0	0	212 2778	
ack: 512 Lot: 49 : 2229 WELLINGTON PL e: HOLMES	16-177 02/09/16	R-5	Alt	0	0	0	0	6701	999	178	0	0	0	0	13	0	0	191 2778	
ack: 314 Lot: 21 : 316 F ST e: CRAIG	16-178 02/09/16	U-	Alt	0	0	0	0	12200	999	70	350	0	0	0	23	0	0	443 3784	
ack: 287 Lot: 12 : 914 N HIGH ST e: HARVEY, TED	16-179 02/09/16	R-5	Alt	0	0	0	0	1000	999	0	120	0	0	0	2	0	0	122 5742	
																		2-100 AMP SERVICE	

PERMIT FEE LOG REPORT  
For the Period of 02/01/16 - 02/29/16

e Identification	Permit No / Date Issued/ Description	Use	Work p	U New/Added Structure		P Hous Unit		Fed	Value of	Fees Collected										Check Number
				Tot Area	Volume	u Gain/Lost	Constructn			No	Build	Elect	Plumb	Fire	Elev	DCA	Cert	Other	Total	
ck: 287 Lot: 12 : 914 N HIGH ST e: HARVEY, TED	16-180 02/10/16 GAS PIPE	R-5	Alt	0	0	0	0	200	999	0	0	90	0	0	1	0	0	91	Cash	
ck: 26 Lot: 11 : 801 CARMEL RD e: ST NICHOLAS CHURCH	16-181 02/10/16 ROOF	A-3	Alt	0	0	0	0	5000	999	135	0	0	0	0	10	0	0	145	583	
ck: 574 Lot: 1.01 : 1801 EDEN ROAD e: FOUNTAINE EQUITIES, LLC	16-182 02/25/16 CCO	S-1		0	0	0	0	0	999	0	0	0	0	0	0	75	0	75	1676	
ck: 22 Lot: 2 : 219 MORIAS AVE e: BROWN	16-184 02/11/16 FIRE DAMAGE REHAB	R-5	Alt	0	0	0	0	10000	999	260	0	0	0	0	19	0	0	279	584	
ck: 30 Lot: 28 : 55 LISA MARIE TERRACE e: ZYSKA, DANIELLE	16-185 02/11/16 ROOF	R-5	Alt	0	0	0	0	10000	999	260	0	0	0	0	19	0	0	279	584	
ck: 125 Lot: 26.04 : 2531 CEDAR ST e: PRAUL, CRYSTAL	16-187 02/12/16 ROOF MOUNT SOLAR	U-	Alt	0	0	0	0	14727	999	70	350	0	0	0	28	0	0	448	2508	
ck: 98 Lot: 15 : 449 MAURICE ST e: DAVIS, JAMES & RITA	16-188 02/12/16 SIDING	R-5	Alt	0	0	0	0	25055	999	636	0	0	0	0	48	0	0	684	55298	
ck: 41 Lot: 17 : 1931 W MAIN ST e: 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	
ck: 341 Lot: 19 : 333 D ST e: 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 FEE LOG REPORT  
For the Period of 02/01/16 - 02/29/16

Permit No / Date Issued/ Description	Use	Work	p	U New/Added Structure		P Hous Unit		Value of	Fed	Fees Collected							Check Number				
				Tot Area	Volume	Gain/Lost	Constructn			Build	Elect	Plumb	Fire	Elev	DCA	Cert		Other	Total		
Identification	Grp	Type	d	Sq Feet	Cubic Feet	b	Sale	Rent	No	Build	Elect	Plumb	Fire	Elev	DCA	Cert	Other	Total	Number		
Permit: 473 Address: 318 S 4TH ST Owner: ROBINSON	Lot: 6	16-191	R-5	Alt		0	0	0	0	150	999	0	60	0	0	0	1	0	0	61	Cash
RE ENERGIZE 100																					
Permit: 549 Address: 1128 LOUIS DR Owner: SOLANO, GLENDA	Lot: 21	16-192	R-5	Alt		0	0	0	0	1100	999	0	70	0	0	0	2	0	0	72	Cash
150 AMP SERVICE																					
Permit: 549 Address: 1128 LOUIS DR Owner: SOLANO, GLENDA	Lot: 21	16-192+A	R-5	Alt	X	0	0	0	0	3000	999	85	0	0	0	0	6	0	0	91	Cash
150 AMP SERVICE																					
Permit: 70 Address: 454 CEDAR LN Owner: SAHMS	Lot: 103	16-193	R-5	Alt		0	0	0	0	4500	999	0	0	70	70	0	9	0	0	149	288
GAS HEATER																					
Permit: 131 Address: 16 FAIRFIELD AVE Owner: STILES	Lot: 8	16-194	R-5	Alt		0	0	0	0	4500	999	0	0	70	70	0	9	0	0	149	288
GAS REPLACEMENT																					
Permit: 234.01 Address: 27 N LADOW AVE UNIT 23K Owner: CUMBERLAND GREEN APTS	Lot: 31	16-195	U-	Alt		0	0	0	0	1175	999	0	70	70	0	0	3	0	0	143	3150
WATER HEATER																					
Permit: 234.01 Address: 27 N LADOW AVE UNIT 21H Owner: CUMBERLAND GREEN APTS	Lot: 31	16-196	U-	Alt		0	0	0	0	1175	999	0	70	70	0	0	3	0	0	143	3150
WATER HEATER																					
Permit: 234.01 Address: 27 N LADOW AVE UNIT 18G Owner: CUMBERLAND GREEN APTS	Lot: 31	16-197	U-	Alt		0	0	0	0	1175	999	0	70	70	0	0	3	0	0	143	3150
WATER HEATER																					
Permit: 234.01 Address: 27 N LADOW AVE UNIT 11F Owner: CUMBERLAND GREEN APTS	Lot: 31	16-198	U-	Alt		0	0	0	0	1175	999	0	70	70	0	0	3	0	0	143	3150
WATER HEATER																					

PERMIT FEE LOG REPORT  
For the Period of 02/01/16 - 02/29/16

Permit No / Date Issued/ Description	Use	Work	p	U New/Added Structure		P Hous Unit	u	Gain/Lost	Value of	Cen	Fees Collected							Check Number		
				Tot Area Sq Feet	Volume Cubic Feet						Constructn	Build	Elect	Plumb	Fire	Elev	DCA		Cert	Other
Permit: 234.01 Lot: 31 Address: 27 N LADOW AVE UNIT 22E Owner: CUMBERLAND GREEN APTS	U-	Alt		0	0	0	0	0	1175	999	0	70	70	0	0	3	0	0	143	3150
WATER HEATER																				
Permit: 234.01 Lot: 31 Address: 27 N LADOW AVE UNIT 28C Owner: CUMBERLAND GREEN APTS	U-	Alt		0	0	0	0	0	1175	999	0	70	70	0	0	3	0	0	143	3150
WATER HEATER																				
Permit: 21 Lot: 37 Address: 2440 W. MAIN STREET Owner: DARRYL CAPORALE	R-5	Alt		0	0	0	0	0	6924	999	183	0	0	0	0	13	0	0	196	1372
ROOF																				
Permit: 447 Lot: 7 Address: 8 N 9TH ST Owner: CORBIN	R-5	Alt		0	0	0	0	0	21422	999	546	0	0	0	0	41	0	0	587	55348
ROOF RMV/RPL SHGLS																				
Permit: 29 Lot: 17 Address: 767 SHEWCHENKO AVE Owner: KAVANAGH	U-	Alt		0	0	0	0	0	200	999	80	0	0	0	0	1	0	0	81	043858
OIL TANK REMOVE																				
Permit: 29 Lot: 17 Address: 767 SHEWCHENKO AVE Owner: KAVANAGH	U-	Alt		0	0	0	0	0	3900	999	70	70	120	0	0	8	0	0	268	043858
INSULATION																				
Permit: 29 Lot: 17 Address: 767 SHEWCHENKO AVE Owner: KAVANAGH	U-	Alt	X	0	0	0	0	0	800	999	0	70	0	0	0	2	0	0	72	043883
MINI SPLIT AC																				
Permit: 70 Lot: 45 Address: 1509 PLEASANT DR Owner: TAYLOR	U-	Alt		0	0	0	0	0	42900	999	140	350	0	0	0	82	0	0	572	14400
ROOF MOUNT SOLAR																				
Permit: 117 Lot: 1 Address: 517 MAPLE AVE Owner: TALALAJ, T	R-5	Alt		0	0	0	0	0	17447	999	446	0	0	0	0	33	0	0	479	55349
SIDING																				

PERMIT FEE LOG REPORT  
For the Period of 02/01/16 - 02/29/16

e 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	d Sq Feet	Cubic Feet	b Sale	Rent	Constructn	No										
Permit: 103 Lot: 50 Address: 1 BROWN ST Owner: MILLER, P	16-207 02/17/16 ROOF	R-5	Alt	0	0	0	0	6400	999	170	0	0	0	0	12	0	0	182	1546
Permit: 96 Lot: 28 Address: 111 MULFORD AVE Owner: FOX, EDWARD	16-208 02/18/16 DECKS	R-5	Alt	0	0	0	0	1500	999	70	0	0	0	0	3	0	0	73	5706
Permit: 543 Lot: 1 Address: 831 S 3RD ST Owner: CHANCE, J	16-209 02/18/16 WATER HEATER	R-5	Alt	0	0	0	0	2300	999	0	0	70	0	0	4	0	0	74	0896
Permit: 363 Lot: 1 Address: 130 E VINE ST Owner: NEACOR	16-210 02/19/16 2 SIGNS	B-	Alt	0	0	0	0	1270	999	208	0	0	0	0	2	0	0	210	1774
Permit: 419 Lot: 6 Address: 16 HIGH ST Owner: NARDI, F	16-211 02/19/16 SIGN	B-	Alt	0	0	0	0	50	999	96	0	0	0	0	1	0	0	97	1774
Permit: 533 Lot: 47 Address: 369 PEEK AVE Owner: DOBSON	16-212 02/19/16 SECURITY SYSTEM	R-5	Alt	0	0	0	0	100	999	0	70	0	0	0	1	0	0	71	199
Permit: 236 Lot: 95 Address: 612 QUAIL DR Owner: SCOTT HUDA RES CARE NJ	16-213 02/19/16 GENERATOR	R-5	Alt	0	0	0	0	3000	999	0	120	90	0	0	6	0	0	216	1241
Permit: 509 Lot: 17 Address: 2422 CLOVER LANE Owner: BROZINA, SAMUEL	16-214 02/22/16 DEMO POOL INGROUND	U-	Dem	0	0	0	0	7500	999	80	0	0	0	0	0	0	0	80	12425
Permit: 65 Lot: 11.03 Address: 7 FOX COVE DR Owner: SANCHEZ	16-215 02/22/16 WATER HEATER	R-5	Alt	0	0	0	0	6000	999	0	0	70	0	0	11	0	0	81	9517





PERMIT FEE LOG REPORT  
For the Period of 02/01/16 - 02/29/16

e Identification	Permit No / Date Issued/ Description	Use	Work p	U New/Added Structure	P Hous Unit	Fed	Tot Area	Volume	u Gain/Lost	Value of	Cen	Fees Collected								Check Number	
												Grp	Type	d	Sq Feet	Cubic Feet	b	Sale	Rent		Constructn
ck: 58 Lot: 9 : 2536 CEDAR ST e: HALL	16-234 02/26/16 WOOD STOVE	R-5	Alt				0	0	0	0	2950 999	70	0	0	70	0	6	0	0	146	8374
ck: 565 Lot: 4 : 513 HENRY DR e: GINTHER, JOHN	16-235 02/26/16 INSTALL BURGLAR AL	R-5	Alt				0	0	0	0	299 999	0	70	0	0	0	1	0	0	71	144452
ck: 576 Lot: 4 : 901 WADE BLVD e: DURAND INTERNATIONAL	16-236 02/26/16 NEW ADDITION	F-2	Alt				0	0	0	0	3000 999	0	70	0	0	0	6	0	0	76	54108
ck: 118 Lot: 1.01 : 267 ARLINGTON AVE e: CINCINNATUS PROPERTIES OF SJ	16-237 02/26/16 RE INTRO	R-5	Alt				0	0	0	0	120 999	0	70	0	0	0	1	0	0	71	1014
ck: 3 Lot: 15 : 76 MORIAS AVE e: AWS	16-238 02/29/16 ROOF	R-5	Alt				0	0	0	0	9500 999	248	0	0	0	0	18	0	0	266	29948
ck: 566 Lot: 2 : 505 MENANTICO AVE e: MICHAELS	16-239 02/29/16 ROOF	R-5	Alt				0	0	0	0	400 999	70	0	0	0	0	1	0	0	71	102
ck: 401 Lot: 17-1 : 301 NORTH WADE BLVD UNIT 108 e: MILLVILLE APARTMENT	16-240 02/29/16 100 AMP PANEL	R-5	Alt				0	0	0	0	825 999	0	70	0	0	0	2	0	0	72	5425
ck: 401 Lot: 17 : 301 N WADE BLVD UNIT 509 e: MILLVILLE APARTMENTS	16-241 02/29/16 PANEL 100 AMP	R-5	Alt				0	0	0	0	825 999	0	70	0	0	0	2	0	0	72	5425
ck: 401 Lot: 17-2 : 301 NORTH WADE BLVD UNIT 413 e: MILLVILLE APARTMENTS	16-242 02/29/16 100 AMP PANEL	R-5	Alt				0	0	0	0	825 999	0	70	0	0	0	2	0	0	72	5425



PERMIT FEE LOG REPORT  
 For the Period of 02/01/16 - 02/29/16  
 SUMMARY

Number of Permits Processed

Permits: 133  
 Permit Updates: 3

Number of Work

Buildings: 0  
 Additions: 0  
 Alterations: 132  
 Relocations: 3

Technical Subcodes

Building: 68  
 Electrical: 62  
 Plumbing: 29  
 Fire: 6  
 Elevator: 0

Ownership

Private: 136  
 Public: 0

Housing Unit Changes

	<u>Sale</u>	<u>Rental</u>
Gained:	0	0
Lost:	0	0
Change:	0	0

Fee Summary

<u>Type</u>	<u>Inspection</u>	<u>Administrative</u>	<u>Total</u>
Building	13,136	0	13,136
Electrical	8,100	0	8,100
Plumbing	2,865	0	2,865
Fire	420	0	420
Elevator	0	0	0
DCA	1,448		1,448
Certificate	130		130
Other	0		0
<b>Total</b>	<b>26,099</b>	<b>0</b>	<b>26,099</b>

Total Area: 0 sq ft  
 Total Volume: 0 cu ft  
 Total Value of Construction: \$ 960,195

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CITY CLERK'S OFFICE

PERMIT FEE LOG REPORT  
For the Period of 03/07/16 - 03/11/16

Identification	Permit No / Date Issued/ Description	Use	Work	p	U New/Added Structure		P Hous Unit		Fed	Value of	Fees Collected										Check Number	
					Tot Area	Volume	u	Gain/Lost			Constructn	No	Build	Elect	Plumb	Fire	Elev	DCA	Cert	Other		Total
: 367 Lot: 13 HIGH & E VINE STS CCIA	16-086+A 03/09/16 SPRINKLER HEADS	E-	Alt	X	0	0	0	0	50000	999	0	0	0	0	0	0	0	0	0	0	0	0
: 415 Lot: 20 103 N HIGH ST DOBSON, SARA	16-254 03/07/16 INTERIOR WALL	R-5	Alt		0	0	0	0	5300	999	70	0	75	0	0	11	0	0	156	1275		
: 137 Lot: 4 4 MONROE PL CINDY MINKWITZ	16-255 03/07/16 WATER HEATER	U-	Alt		0	0	0	0	2000	999	0	0	70	0	0	4	0	0	74	34103		
: 255 Lot: 24 1206 FOREST DR RITTER	16-256 03/07/16 DEMO	U-	Dem		0	0	0	0	1550	999	80	0	0	0	0	0	0	0	80	2111		
: 495.02 Lot: 4 14 CECILE DR AIREY	16-257 03/07/16 ROOF MOUNT SOLAR	R-5	Alt		0	0	0	0	18875	999	104	350	0	0	0	36	0	0	490	706		
: 128.01 Lot: 26 51 CORNWALL AVE MILLER	16-258 03/07/16 WATER HEATER	R-5	Alt		0	0	0	0	200	999	0	0	70	0	0	1	0	0	71	29120		
: 87 Lot: 34 800 CEDAR ST CARLTON HOUSE	16-259 03/08/16 REINSTATE SERVICE	R-5	Alt		0	0	0	0	300	999	0	70	0	0	0	1	0	0	71	Cash		
: 128.04 Lot: 7 12 PORRECA DR FOSS	16-260 03/08/16 ROOF	R-5	Alt		0	0	0	0	3000	999	70	0	0	0	0	6	0	0	76	5926		
: 495 Lot: 5.07 20 ETTIE DR LATORRE, DANNY	16-261 03/08/16 ROOF MOUNT SOLAR	U-	Alt		0	0	0	0	19000	999	129	350	0	0	0	36	0	0	515	2289		

PERMIT FEE LOG REPORT  
For the Period of 03/07/16 - 03/11/16

Identification	Permit No / Date Issued/ Description	Use Grp	Work Type	p d	U New/Added Structure		P Hous Unit		Fed Cen	Fees Collected							Check Number	
					Tot Area Sq Feet	Volume Cubic Feet	u b	Gain/Lost Sale Rent		Value of Constructn	Build	Elect	Plumb	Fire	Elev	DCA		Cert
: 565 Lot: 3 511 HENRY DR PENNINGTON	16-262 03/08/16 ROOF MOUNT SOLAR	U-	Alt		0	0	0	0	11220 999	80	350	0	0	0	21	0	0	451 2289
: 564 Lot: 15 4 CARDINAL RD KEARS	16-263 03/08/16 TUB TO SHOWER CON	R-5	Alt		0	0	0	0	3816 999	0	0	70	0	0	7	0	0	77 149408
: 329 Lot: 12 800 WHEATON AVE PORRECA, P	16-264 03/08/16 ROOF	R-5	Alt		0	0	0	0	3000 999	85	0	0	0	0	6	0	0	91 Cash
: 179 Lot: 3492 45 BEAVER DR JOE WIESSNER REALTY - MUSTO	16-265 03/10/16 SEPTIC PUMP	R-5	Alt		0	0	0	0	16000 999	0	70	0	0	0	30	0	0	100 3993
:: 374 Lot: 19 413 N 5TH ST LHRE, LLC	16-266 03/10/16 DEMO	U-	Dem		0	0	0	0	500 999	80	0	0	0	0	0	0	0	80 41413
:: 52 Lot: 130 343 HOGBIN RD KERRY & DONNA STEWART	16-267 03/10/16 WIRELESS ALARM	R-5	Alt		0	0	0	0	299 999	0	70	0	0	0	1	0	0	71 145185
:: 100 Lot: 23 223 MAURICE ST THOMAS C GIBBS	16-268 03/10/16 WIRELESS ALARM	R-5	Alt		0	0	0	0	299 999	0	70	0	0	0	1	0	0	71 145184
:: 292 Lot: 15 707 N. SECOND STREET CYRIL CHEN	16-269 03/11/16 ROOF	R-5	Alt		0	0	0	0	900 999	70	0	0	0	0	2	0	0	72 Cash

PERMIT FEE LOG REPORT  
 For the Period of 03/07/16 - 03/11/16  
 SUMMARY

Number of Permits Processed

Permits: 16  
 Permit Updates: 1

Ownership

Private: 17  
 Public: 0

Number of Work

Buildings: 0  
 Additions: 0  
 Alterations: 15  
 Repairs: 2

Housing Unit Changes

	<u>Sale</u>	<u>Rental</u>
Gained:	0	0
Lost:	0	0
Change:	0	0

Statistical Subcodes

Building: 9  
 Electrical: 7  
 Mechanical: 4  
 Other: 0  
 Motor: 0

Fee Summary

<u>Type</u>	<u>Inspection</u>	<u>Administrative</u>	<u>Total</u>
Building	768	0	768
Electrical	1,330	0	1,330
Plumbing	285	0	285
Fire	0	0	0
Elevator	0	0	0
DCA	163		163
Certificate	0		0
Other	0		0
<b>Total</b>	<b>2,546</b>	<b>0</b>	<b>2,546</b>

Total Area: 0 sq ft  
 Total Volume: 0 cu ft  
 Total Value of Construction: \$ 136,259

**TAX COLLECTOR'S  
STATEMENT OF RECEIPTS  
TO THE  
BOARD OF COMMISSIONERS  
MILLVILLE, NEW JERSEY**

**FOR THE MONTH OF FEBRUARY 2016**

  
**SHERRI J BALL, CTC**  
Tax Collector

	A	B	C
1		<b>TAX COLLECTOR'S</b>	
2		<b>MONTHLY REPORT OF CASH RECEIPTS</b>	
3			
4			<b>COLLECTIONS</b>
10	09	ARREARS-TAX	202.06
11		DELINQUENT TAXES	178,661.74
12		6% YEAR END PENALTY	1,032.91
13	CY16	CURRENT YEAR TAXES	6,908,422.22
14	CY17	PRE-PAID TAXES	
15			\$ 7,088,318.93
19	96	RECORDING FEES	60.00
20	99	TAX TITLE LIENS	18,349.59
21	SPL	SPEC CH-LIEN INSTALL	143.93
22			
23		<b>INTEREST</b>	
24		TAXES	12,994.49
25		LIEN	3,142.46
28		ARREARS	89.70
30		SPEC CH-LIEN INSTALL	93.93
31		CLEAN-UP ASSMT	59.84
35		6% YEAR END PENALTY	275.71
36			\$ 35,209.65
39	18	CLEAN-UP ASSMT	1,163.61
42	AA	DUE STATE MARRIAGE LIC.	200.00
44	A2	FINGER PRINTS	20.00
45	A4	MARRIAGE LICENSE	24.00
46	A5	BUSINESS LICENSE	1,110.00
47	A6	RAFFLE LICENSE	100.00
48	A7	BINGO LICENSE	80.00
51	B1	UNIFORM CONST. CODE	2,597.00
52	B2	VITAL STATISTICS	1,024.00
53	B3	ZONING BOARD	350.00
54	B4	PLANNING BOARD	2,659.77
55	B5	TAX SEARCHES	10.00
58	B8	OCCUPANCY PERMITS	104,200.00
59	B9	SMOKE DET. COMP.	980.00
60	BA	DUE STATE BUR FEE	5.00
61	BD	DUMPSTER PERMIT	50.00
65	C1	ST OPENINGS W/S	27,100.00
67	C3	FIRE SAFETY OFFICIAL	794.00
69	C5	MUNICIPAL COURT	25,883.62
70	C6	FORECLOSED PROP REG	22,600.00
72	CA	TOWING FEE	1,378.00
73	CB	VARIANCE LIST FEE	50.00
74	CC	P.I.L.O.T.	74,211.55
75		P.I.L.O.T. INTEREST	80.51
77	CE	ZONING APPL FEE	995.00
99	E8	INTEREST INC. CURRNT	314.49
111	F3	TRAILER LICENSE FEE	48,673.14
113	F5	FIREARMS REG.	185.00
116	F8	MRNA	827.25
117	F9	ACCIDENT REPORTS	12.25
119	FB	CONFISCATED FUNDS	68.62
120	FC	SPRINT RENT PROCEEDS	2,825.66
122	FD	TMOBILE RENT PROCESS	3,524.48
123	FE	AT&T RENT PROCEED	4,078.10
129	G3	PHOTOCOPIES	8.75
133	G7	INS PROCEEDS CONTRA	15,652.91
140	IHA	MLV HOUS AUTH-FLEET	194.82
164	IBG	BD OF ED-GAS	1,436.78
168	INV	INVOICE-CURRENT	440.00
169		<b>MISCELLANEOUS CURRENT</b>	\$ 345,908.31
217			
218		<b>TOTAL DEPOSIT TO CURRENT FUND:</b>	<b>7,469,436.89</b>

	A	B	C
1	<b>TAX COLLECTOR'S</b>		
2	<b>MONTHLY REPORT OF CASH RECEIPTS</b>		
3			
4			<b>COLLECTIONS</b>
219			
220	<b>WATER UTILITY</b>		
221			
222		<b>RENTS</b>	
223			
224		RESIDENTIAL COLLECTIONS	191,430.90
225		NON-RESIDENTIAL COLLECTIONS	74,719.39
226		FIRE HYDRANTS	1,199.77
231			
232		SUB TOTAL	267,350.06
233			
234		<b>INTEREST</b>	
235			
236		COLLECTIONS	1,188.47
237		TAX SALE	
241			
242		SUB TOTAL	\$ 1,188.47
243			
244		<b>MISCELANEOUS</b>	
245			
246	WMF	TURN ON/OFF	1,261.37
247	SWM	SUBS WTR MISC (WMF)	
248	WCF	CONNECTING FEES	
249	MTR	NEW METER	300.00
274		TOTAL WATER MISCELLANEOUS	\$ 1,561.37
275			
286		TOTAL WATER DEPOSIT	\$ 270,099.90
287			
288			
289	<b>SEWER OPERATING</b>		
290			
291		<b>RENTS</b>	
292			
293		RESIDENTIAL COLLECTIONS	\$ 417,790.65
294		NON-RESIDENTIAL COLLECTIONS	\$ 190,862.93
295		SEWER LIENS	
296	103	TAX SALE-SEWER COLLECTIONS	
297	13	SEWER ARREARS	
298	113	SEWER ARREARS TAX SALE	
299		SUB TOTAL	\$ 608,653.58
300			
301		<b>INTEREST</b>	
302			
303		COLLECTIONS	2,272.79
304		TAX SALE	
305		ARREARS	94.53
306		ARREARS TAX SALE	
307		LIENS	
308		SUB TOTAL	\$ 2,367.32
309			
349		TOTAL SEWER DEPOSIT	611,020.90
350			
405			
406	<b>PAYROLL DEDUCT ACCOUNT</b>		
407			
408	IRT	RETIREE CONTRIBUTION	5,738.30
409			
410			
411		TOTAL PAYROLL DEDUCT	\$ 5,738.30
412			
426			

	A	B	C
1	<b>TAX COLLECTOR'S</b>		
2	<b>MONTHLY REPORT OF CASH RECEIPTS</b>		
3			
4			<b>COLLECTIONS</b>
427	<b>ANIMAL CONTROL</b>		
428			
429	R8	DOG LICENSE	3,023.00
430	R9	KENNEL LICENSE	25.00
435	S5	DEFICIT RESERVE	
436		<b>TOTAL ANIMAL CONTROL</b>	<b>\$ 3,048.00</b>
437			
453			
454	<b>COMMUNITY DEVELOPMENT REVOLVING LOAN</b>		
455			
456	OSB	INT-EARN	-
457	OU8	CDBG REVOLV LOAN	
458	OUA	CDBG LOAN APP FEE	
459	IU5	CDBG LOAN PAYMENT	
460	U8	CDBG REV LOAN REPAY CD	
461	IU8	CDBG REV LOAN REAPY CD	
462	CBG	CBG-CODE ENFORCEMENT	3,304.29
463		CBG INT	92.97
464		<b>TOTAL COMMUNITY REVOLVING LOAN</b>	<b>\$ 3,397.26</b>
465			
466			
467	<b>TRUST - OTHER</b>		
468			
469	IPE	PUBLIC DEF-(INVOICE)	25.00
470	IPO	POLICE OFF DUTY (INVOICE)	10,441.93
471	T6	INTFND FRM SEW OPE	
472	T7	ASSMNTS RECEIVABLE	
473	T8	MUNICIPAL ALLIANCE	
474	T9	STATE UNEMPLOYMENT	
475	TA	MUNICIPAL ALL. -HOLLY	
476	TB	DARE DONATIONS	
477	TC	CRIME PREV. DONATION	
478	TD	O/S POLICE EMPLOYMENT	848.00
495	V3	REV LOAN INTRFND	
496	V4	PLANNING BD ESCROWS	7,434.24
497	V5	SELF INSURANCE	
498	V6	DED/COMPEN/FIRE	
499	V8	POAA (PARK OFF ADJ)	102.00
500	V7	PUB DEF APPLIC FEE	1,010.00
501		<b>TOTAL TRUST (1)</b>	<b>\$ 19,861.17</b>
502			
512			
513			
514	<b>UEZ &amp; UEZ REVOLVING LOAN</b>		
515			
516	U5	<b>UEZ 2ND GEN LOAN</b>	
517	UC	<b>UEZ-LOAN APP.</b>	
518	UE	<b>UEZ-REFUND-2ND GEN</b>	
519	UG	<b>UEZ:INTFD-CURRENT</b>	
520	IEZ	A/R 2ND GEN UEZ MORT	5,545.98
521			
522		<b>TOTAL UEZ DEPOSIT</b>	<b>\$ 5,545.98</b>
523			
524			
525			
526			
527			
528	<b>TOTAL ALL</b>		<b>8,388,148.40</b>
529			

Ordinance No. \_\_\_\_\_

An Ordinance Amending the Municipal Code of the City of Millville: Be it ordained by the Governing Body of the City of Millville in the County of Cumberland as follows:

**CHAPTER 39  
MOTOR VEHICLE AND TRAFFIC REGULATIONS**

**ARTICLE X  
Schedule 21**

Parking Reserved for Handicapped Persons

**Delete**

<u>Name of Street</u>	<u>Placard Number</u>
713 North 4 <sup>th</sup> Street	P420338

This Ordinance shall take effect after final approval and publication as required by law.

Moved By:

Seconded By:

VOTING  
Michael Santiago  
  
Lynne Porreca Compari  
David W. Ennis  
Joseph Sooy

In Favor	Against	Abstain	Absent

CERTIFICATION

I hereby certify that the foregoing is a true copy of Ordinance 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

## Daily Journal, Vineland



Publication Name:

**Daily Journal, Vineland**

Publication URL:

Publication City and State:

**Millville , NJ**

Publication County:

**Cumberland**

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Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:

**201603300817007793364**

**3350500898**

Notice URL:

Notice Publish Date:

Friday, March 18, 2016

### Notice Content

CITY OF MILLVILLE NOTICE OF INTENTION Notice is hereby given that an Ordinance a copy of which is hereinafter set out, was introduced before the Board of Commissioners of the City of Millville and passed its first reading on March 15, 2016 and that said Ordinance will be considered by said Board on final passage on April 5, 2016 at 6:30 p.m. in the Richard C. McCarthy Commission Chamber, City Hall, Millville, New Jersey, when and where all persons interested therein will be given ample opportunity to be heard for or against the adoption of said Ordinance. CALENDAR YEAR 2016 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14) WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and, WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and, WHEREAS, the Commissioners of the City of Millville in the County of Cumberland finds it advisable and necessary to increase its CY 2016 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and, WHEREAS, the City Commissioners hereby determines that a 3.5% increase in the budget for said year, amounting to \$ 915,948.82 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and, WHEREAS, the City Commissioners hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years. NOW THEREFORE BE IT ORDAINED, by the City Commissioners of the City of Millville, in the County of Cumberland, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2016 budget year, the final appropriations of the City of Millville shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$ 915,948.82, and that the CY 2016 municipal budget for the City of Millville be approved and adopted in accordance with this ordinance; and, BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and, BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and, BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption. A copy of this Ordinance can be obtained without cost by any member of the general public at the City Clerk's Office, 3rd floor, Municipal Building, 12 S. High Street, Millville, NJ 08332 during Monday through Friday 8:30 am to 4:30 pm or on the City of Millville website at [www.millvillenj.gov](http://www.millvillenj.gov) Dated: March 18, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk/Administrator \$67.94

[Back](#)



**CALENDAR YEAR 2016  
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET  
APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK  
(N.J.S.A. 40A: 4-45.14)**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the Commissioners of the City of Millville in the County of Cumberland finds it advisable and necessary to increase its CY 2016 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the City Commissioners hereby determines that a 3.5% increase in the budget for said year, amounting to \$ 915,948.82 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS** the City Commissioners hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the City Commissioners of the City of Millville, in the County of Cumberland, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2016 budget year, the final appropriations of the City of Millville shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$ 915,948.82, and that the CY 2016 municipal budget for the City of Millville be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Moved By:  
Seconded:

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 Ordinance adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held \_\_\_\_\_.

\_\_\_\_\_  
City Clerk/Administrator

## Daily Journal, Vineland



Publication Name:

**Daily Journal, Vineland**

Publication URL:

Publication City and State:

**Millville , NJ**

Publication County:

**Cumberland**

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Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:

**201603300652087923320**

**3350500898**

Notice URL:

Notice Publish Date:

Friday, March 18, 2016

### Notice Content

CITY OF MILLVILLE NOTICE OF INTENTION Notice is hereby given that an Ordinance a copy of which is hereinafter set out, was introduced before the Board of Commissioners of the City of Millville and passed its first reading on March 15, 2016 and that said Ordinance will be considered by said Board on final passage on April 5, 2016 at 6:30 p.m. in the Richard C. McCarthy Commission Chamber, City Hall, Millville, New Jersey, when and where all persons interested therein will be given ample opportunity to be heard for or against the adoption of said Ordinance. An Ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Mike Trout's Angels 13U Travel Baseball Team to hold a coin drop on Saturday, September 10, 2016 and Sunday, September 11, 2016 at the intersections of Buckshutem Road and Cedarville Road; and WHEREAS, the State Legislature amended N.J.S.A. 39:4-60 to allow charitable organizations to solicit contributions in the roadway of a County road provided that the charitable organization obtains authorization from the respective municipal governing body and further provided that charitable organization obtains the approval of the Cumberland County Board of Chosen Freeholders; and WHEREAS, the Act further provides that a county shall not be civilly Liable for property damage or personal injury resulting from a motor vehicle accident arising out of or in the course of roadway solicitations for soliciting contributions conducted by charitable organizations; and WHEREAS, an application for Roadway Charitable Solicitation Permit Application to the Cumberland County Board of Chosen Freeholders is necessary to ensure that safety considerations and traffic flow requirements are adequately addressed; and NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE: (1) That the request from the Mike Trout's Angels 13U Travel Baseball Team to hold a coin drop on Saturday, September 10, 2016 and Sunday, September 11, 2016 at the intersections of Buckshutem Road and Cedarville Road is hereby approved pursuant to review and approval of the City of Millville Chief of Police and subject to final authorization by the Cumberland County Board of Chosen Freeholders; and (2) That if at any time the coin drop starts to back traffic up onto Buckshutem Road or Cedarville Street beyond the normal amount of traffic congestion the coin drop may be shut down until traffic begins to flow at a normal pace. (3) Ultimate approval and jurisdiction is with the Cumberland County Board of Chosen Freeholders and all insurance requirements and other requirements rest with them and are subject to their approval. A copy of this Ordinance can be obtained without cost by any member of the general public at the City Clerk's Office, 3rd floor, Municipal Building, 12 S. High Street, Millville, NJ 08332 during Monday through Friday 8:30 am to 4:30 pm or on the City of Millville website at [www.millvillenj.gov](http://www.millvillenj.gov) Dated: March 18, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk/Administrator \$56.76

[Back](#)

ORDINANCE NO. \_\_\_\_\_

An Ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Mike Trout's Angels 13U Travel Baseball Team to hold a coin drop on Saturday, September 10, 2016 and Sunday, September 11, 2016 at the intersections of Buckshutem Road and Cedarville Road; and

WHEREAS, the State Legislature amended N.J.S.A. 39:4-60 to allow charitable organizations to solicit contributions in the roadway of a County road provided that the charitable organization obtains authorization from the respective municipal governing body and further provided that charitable organization obtains the approval of the Cumberland County Board of Chosen Freeholders; and

WHEREAS, the Act further provides that a county shall not be civilly liable for property damage or personal injury resulting from a motor vehicle accident arising out of or in the course of roadway solicitations for soliciting contributions conducted by charitable organizations; and

WHEREAS, an application for Roadway Charitable Solicitation Permit Application to the Cumberland County Board of Chosen Freeholders is necessary to ensure that safety considerations and traffic flow requirements are adequately addressed; and

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

(1) That the request from the Mike Trout's Angels 13U Travel Baseball Team to hold a coin drop on Saturday, September 10, 2016 and Sunday, September 11, 2016 at the intersections of Buckshutem Road and Cedarville Road is hereby approved pursuant to review and approval of the City of Millville Chief of Police and subject to final authorization by the Cumberland County Board of Chosen Freeholders; and

(2) That if at any time the coin drop starts to back traffic up onto Buckshutem Road or Cedarville Street beyond the normal amount of traffic congestion the coin drop may be shut down until traffic begins to flow at a normal pace.

(3) Ultimate approval and jurisdiction is with the Cumberland County Board of Chosen Freeholders and all insurance requirements and other requirements rest with them and are subject to their approval.

Moved By:  
Seconded:

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 Ordinance adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held \_\_\_\_\_.

\_\_\_\_\_  
City Clerk/Administrator

## Daily Journal, Vineland



Publication Name:

**Daily Journal, Vineland**

Publication URL:

Publication City and State:

**Millville , NJ**

Publication County:

**Cumberland**

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Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:

**201603300741461965110**

**3350500898**

Notice URL:

Notice Publish Date:

Friday, March 18, 2016

### Notice Content

CITY OF MILLVILLE NOTICE OF INTENTION Notice is hereby given that an Ordinance a copy of which is hereinafter set out, was introduced before the Board of Commissioners of the City of Millville and passed its first reading on March 15, 2016 and that said Ordinance will be considered by said Board on final passage on April 5, 2016 at 6:30 p.m. in the Richard C. McCarthy Commission Chamber, City Hall, Millville, New Jersey, when and where all persons interested therein will be given ample opportunity to be heard for or against the adoption of said Ordinance. An Ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Millville Girls' Softball League to hold a coin drop on Saturday, June 4, 2016 and Sunday, June 5, 2016, at the intersections of Buckshutem Road and Cedarville Road; and WHEREAS, the State Legislature amended N.J.S.A. 39:4-60 to allow charitable organizations to solicit contributions in the roadway of a County road provided that the charitable organization obtains authorization from the respective municipal governing body and further provided that charitable organization obtains the approval of the Cumberland County Board of Chosen Freeholders; and WHEREAS, the Act further provides that a county shall not be civilly Liable for property damage or personal injury resulting from a motor vehicle accident arising out of or in the course of roadway solicitations for soliciting contributions conducted by charitable organizations; and WHEREAS, an application for Roadway Charitable Solicitation Permit Application to the Cumberland County Board of Chosen Freeholders is necessary to ensure that safety considerations and traffic flow requirements are adequately addressed; and NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

- (1) That the request from the Millville Girls' Softball League to hold a coin drop on Saturday, June 4, 2016 and Sunday, June 5, 2016 at the intersections of Buckshutem Road and Cedarville Road is hereby approved pursuant to review and approval of the City of Millville Chief of Police and subject to final authorization by the Cumberland County Board of Chosen Freeholders; and
- (2) That if at any time the coin drop starts to back traffic up onto Buckshutem Road or Cedarville Street beyond the normal amount of traffic congestion the coin drop may be shut down until traffic begins to flow at a normal pace.
- (3) Ultimate approval and jurisdiction is with the Cumberland County Board of Chosen Freeholders and all insurance requirements and other requirements rest with them and are subject to their approval.

A copy of this Ordinance can be obtained without cost by any member of the general public at the City Clerk's Office, 3rd floor, Municipal Building, 12 S. High Street, Millville, NJ 08332 during Monday through Friday 8:30 am to 4:30 pm or on the City of Millville website at [www.millvillenj.gov](http://www.millvillenj.gov) Dated: March 18, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk/Administrator \$55.90

[Back](#)

ORDINANCE NO. \_\_\_\_\_

An Ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Millville Girls' Softball League to hold a coin drop on Saturday, June 4, 2016 and Sunday, June 5, 2016, at the intersections of Buckshutem Road and Cedarville Road; and

WHEREAS, the State Legislature amended N.J.S.A. 39:4-60 to allow charitable organizations to solicit contributions in the roadway of a County road provided that the charitable organization obtains authorization from the respective municipal governing body and further provided that charitable organization obtains the approval of the Cumberland County Board of Chosen Freeholders; and

WHEREAS, the Act further provides that a county shall not be civilly liable for property damage or personal injury resulting from a motor vehicle accident arising out of or in the course of roadway solicitations for soliciting contributions conducted by charitable organizations; and

WHEREAS, an application for Roadway Charitable Solicitation Permit Application to the Cumberland County Board of Chosen Freeholders is necessary to ensure that safety considerations and traffic flow requirements are adequately addressed; and

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

(1) That the request from the Millville Girls' Softball League to hold a coin drop on Saturday, June 4, 2016 and Sunday, June 5, 2016 at the intersections of Buckshutem Road and Cedarville Road is hereby approved pursuant to review and approval of the City of Millville Chief of Police and subject to final authorization by the Cumberland County Board of Chosen Freeholders; and

(2) That if at any time the coin drop starts to back traffic up onto Buckshutem Road or Cedarville Street beyond the normal amount of traffic congestion the coin drop may be shut down until traffic begins to flow at a normal pace.

(3) Ultimate approval and jurisdiction is with the Cumberland County Board of Chosen Freeholders and all insurance requirements and other requirements rest with them and are subject to their approval.

Moved By:  
Seconded:

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 Ordinance adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held \_\_\_\_\_.

\_\_\_\_\_  
City Clerk/Administrator

## Daily Journal, Vineland



Publication Name:

**Daily Journal, Vineland**

Publication URL:

Publication City and State:

**Millville , NJ**

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**Cumberland**

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Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:

**201603300831299136306**

**3350500898**

Notice URL:

Notice Publish Date:

Friday, March 18, 2016

### Notice Content

CITY OF MILLVILLE NOTICE OF INTENTION Notice is hereby given that an Ordinance a copy of which is hereinafter set out, was introduced before the Board of Commissioners of the City of Millville and passed its first reading on March 15, 2016 and that said Ordinance will be considered by said Board on final passage on April 5, 2016 at 6:30 p.m. in the Richard C. McCarthy Commission Chamber, City Hall, Millville, New Jersey, when and where all persons interested therein will be given ample opportunity to be heard for or against the adoption of said Ordinance. 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 1. WHEREAS, the governing body of the municipality desires to amend the salary ordinance to amend an existing title's minimum and maximum compensation for the following: Title Minimum Maximum Assistant Engineer \$50,000.00 \$72,900.00 NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MILLVILLE AS FOLLOWS: 2. The salary ordinance is hereby amended to reflect the change in the maximum salary of the existing title. 3. A copy of the ordinance shall be kept on file in the office of the City Clerk. 4. This amendment to the salary ordinance shall be effective after final approval and publication as required by law. A copy of this Ordinance can be obtained without cost by any member of the general public at the City Clerk's Office, 3rd floor, Municipal Building, 12 S. High Street, Millville, NJ 08332 during Monday through Friday 8:30 am to 4:30 pm or on the City of Millville website at [www.millvillenj.gov](http://www.millvillenj.gov) Dated: March 18, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk/Administrator \$41.28

[Back](#)

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

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

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Assistant Engineer	\$50,000.00	\$72,900.00

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

2. The salary ordinance is hereby amended to reflect the change in the maximum salary of the existing title.
3. A copy of the ordinance shall be kept on file in the office of the City Clerk.
4. 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

## Daily Journal, Vineland



Publication Name:

**Daily Journal, Vineland**

Publication URL:

Publication City and State:

**Millville , NJ**

Publication County:

**Cumberland**

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Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:

**201603300805096368847**

**3350500898**

Notice URL:

Notice Publish Date:

Friday, March 18, 2016

### Notice Content

CITY OF MILLVILLE NOTICE OF INTENTION Notice is hereby given that an Ordinance a copy of which is hereinafter set out, was introduced before the Board of Commissioners of the City of Millville and passed its first reading on March 15, 2016 and that said Ordinance will be considered by said Board on final passage on April 5, 2016 at 6:30 p.m. in the Richard C. McCarthy Commission Chamber, City Hall, Millville, New Jersey, when and where all persons interested therein will be given ample opportunity to be heard for or against the adoption of said Ordinance. WHEREAS, the Board of Commissioners of the City of Millville desire to limit salary increases following promotion to a new position for certain classified positions other than Police Officers and Firefighters. NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE AS FOLLOWS: SECTION 1 ¶ 46-12 Salary following promotion. Whenever an individual in the classified City service is promoted to a new title, his or her new salary shall be fixed by the City Commission in no case less than the amount received in his or her former title. In addition, where the new title is in a title that is the next higher title within the same Civil Service classified career service job band or series, his or her new salary shall be no more than a 2% increase over the amount received in his or her former title unless otherwise required by the collective bargaining agreement. 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. A copy of this Ordinance can be obtained without cost by any member of the general public at the City Clerk's Office, 3rd floor, Municipal Building, 12 S. High Street, Millville, NJ 08332 during Monday through Friday 8:30 am to 4:30 pm or on the City of Millville website at www.millvillenj.gov Dated: March 18, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk/Administrator \$39.56

[Back](#)

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

**AN ORDINANCE AMENDING CHAPTER 46,  
SECTION 12 (“SALARY FOLLOWING PROMOTION”)**

**ORDINANCE NO.**

WHEREAS, the Board of Commissioners of the City of Millville desire to limit salary increases following promotion to a new position for certain classified positions other than Police Officers and Firefighters.

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

**SECTION 1**

**¶ 46-12 Salary following promotion.**

Whenever an individual in the classified City service is promoted to a new title, his or her new salary shall be fixed by the City Commission in no case less than the amount received in his or her former title. In addition, where the new title is in a title that is the next higher title within the same Civil Service classified career service job band or series, his or her new salary shall be no more than a 2% increase over the amount received in his or her former title unless otherwise required by the collective bargaining agreement.

**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 an Ordinance 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

## Daily Journal, Vineland



Publication Name:

**Daily Journal, Vineland**

Publication URL:

Publication City and State:

**Millville , NJ**

Publication County:

**Cumberland**

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Notice Popular Keyword Category:

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**201603300730572287537**

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Friday, March 18, 2016

### Notice Content

CITY OF MILLVILLE NOTICE OF INTENTION Notice is hereby given that an Ordinance a copy of which is hereinafter set out, was introduced before the Board of Commissioners of the City of Millville and passed its first reading on March 15, 2016 and that said Ordinance will be considered by said Board on final passage on April 5, 2016 at 6:30 p.m. in the Richard C. McCarthy Commission Chamber, City Hall, Millville, New Jersey, when and where all persons interested therein will be given ample opportunity to be heard for or against the adoption of said Ordinance. An Ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Holly City Midget Football League to hold a coin drop on April 29, 2016 and May 1, 2016 at the intersections of Buckshutem Road and Cedarville Road; and WHEREAS, the State Legislature amended N.J.S.A. 39:4-60 to allow charitable organizations to solicit contributions in the roadway of a County road provided that the charitable organization obtains authorization from the respective municipal governing body and further provided that charitable organization obtains the approval of the Cumberland County Board of Chosen Freeholders; and WHEREAS, the Act further provides that a county shall not be civilly Liable for property damage or personal injury resulting from a motor vehicle accident arising out of or in the course of roadway solicitations for soliciting contributions conducted by charitable organizations; and WHEREAS, an application for Roadway Charitable Solicitation Permit Application to the Cumberland County Board of Chosen Freeholders is necessary to ensure that safety considerations and traffic flow requirements are adequately addressed; and NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

- (1) That the request from the Holly City Midget Football League, to hold a coin drop on April 29, 2016 and May 1, 2016 at the intersections of Buckshutem Road and Cedarville Road is hereby approved pursuant to review and approval of the City of Millville Chief of Police and subject to final authorization by the Cumberland County Board of Chosen Freeholders; and
- (2) That if at any time the coin drop starts to back traffic up onto Buckshutem Road or Cedarville Street beyond the normal amount of traffic congestion the coin drop may be shutdown until traffic begins to flow at a normal pace.
- (3) Ultimate approval and jurisdiction is with the Cumberland County Board of Chosen Freeholders and all insurance requirements and other requirements rest with them and are subject to their approval.

A copy of this Ordinance can be obtained without cost by any member of the general public at the City Clerk's Office, 3rd floor, Municipal Building, 12 S. High Street, Millville, NJ 08332 during Monday through Friday 8:30 am to 4:30 pm or on the City of Millville website at [www.millvillenj.gov](http://www.millvillenj.gov) Dated: March 18, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk/Administrator \$55.90

[Back](#)

An Ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Holly City Midget Football League to hold a coin drop on April 29, 2016 and May 1, 2016 at the intersections of Buckshutem Road and Cedarville Road; and

WHEREAS, the State Legislature amended N.J.S.A. 39:4-60 to allow charitable organizations to solicit contributions in the roadway of a County road provided that the charitable organization obtains authorization from the respective municipal governing body and further provided that charitable organization obtains the approval of the Cumberland County Board of Chosen Freeholders; and

WHEREAS, the Act further provides that a county shall not be civilly liable for property damage or personal injury resulting from a motor vehicle accident arising out of or in the course of roadway solicitations for soliciting contributions conducted by charitable organizations; and

WHEREAS, an application for Roadway Charitable Solicitation Permit Application to the Cumberland County Board of Chosen Freeholders is necessary to ensure that safety considerations and traffic flow requirements are adequately addressed; and

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

(1) That the request from the Holly City Midget Football League, to hold a coin drop on April 29, 2016 and May 1, 2016 at the intersections of Buckshutem Road and Cedarville Road is hereby approved pursuant to review and approval of the City of Millville Chief of Police and subject to final authorization by the Cumberland County Board of Chosen Freeholders; and

(2) That if at any time the coin drop starts to back traffic up onto Buckshutem Road or Cedarville Street beyond the normal amount of traffic congestion the coin drop may be shutdown until traffic begins to flow at a normal pace.

(3) Ultimate approval and jurisdiction is with the Cumberland County Board of Chosen Freeholders and all insurance requirements and other requirements rest with them and are subject to their approval.

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 \_\_\_\_\_.

RESOLUTION \_\_\_\_\_

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
286	12		908 Buck St	16	1	\$ 111.97		TAX

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
70	4	1663-0	1207 Earle Ave.	Ovr	Pay	\$ 130.00		WATER
				16	2	\$ (130.00)		SEWER
70.01	17	1800-0	414 Val Lane	Ovr	Pay	\$ 52.13		WATER
				16	2	\$ (52.13)		SEWER
70	21	1680-0	314 Lloyd Terr	Ovr	Pay	\$ 30.00		SEWER
				16	2	\$ (30.00)		WATER
80	4	2057-0	102 Ginger Ave	Ovr	Pay	\$ 25.78		SEWER
				16	2	\$ (25.78)		WATER
87	40	2187-0	545 Carlton Ave	Ovr	Pay	\$ 38.46		WATER
				16	2	\$ (38.46)		SEWER
99	22	2353-0	10 N Park Ave.	15	4	\$ 0.11		SEWER
				15	4	\$ (0.11)		WATER
102	8	263-0	6 Brown St.	Ovr	Pay	\$ 21.50		WATER
				16	2	\$ (21.50)		SEWER
103	4	2470-0	425 W Main St.	Ovr	Pay	\$ 30.00		SEWER
				16	2	\$ (30.00)		WATER
128.03	19	3030-0	62 Porreca Dr.	Ovr	Pay	\$ 13.28		SEWER
				16	2	\$ (13.28)		WATER
402.03	5	11836-0	504 Brandy Ridge Rd.	Ovr	Pay	\$ 29.90		SEWER
				16	1	\$ (29.90)		WATER
470	9		423 Smith St.	16	2	\$ 165.00		TAX
		8259-0		15	4	\$ (30.00)	\$ (0.55)	WATER
				15	4	\$ (130.00)	\$ (2.40)	SEWER
				16	1	\$ (2.05)		WATER

**That the following be added to the Tax & Utility records due to returned / online account not found bank error**

Block	Lot	Acct	Property Location	Yr	Pd	Amount	Int	Discription
5	5		4032 Carmel Rd	16	2	\$ 1,605.36		TAX
				16	1	\$ 1,602.90	\$ 15.01	TAX
5	5		4032 Carmel Rd	16	1	\$ 1,602.90	\$ 8.08	TAX
				16	2	\$ 1,605.36		TAX
435	5	10535-2	108 N 8th St.	16	1	\$ 90.00		WATER
				15	4	\$ 90.00	1.92	WATER
				16	1	\$ 390.00		SEWER
				15	4	\$ 390.00	8.32	SEWER
				15	3	\$ 7.69	0.2	SEWER
519	10	10489-1	2241 Shamrock Lane	16	1	\$ 30.00		WATER
				16	1	\$ 130.00		SEWER
533	39	9326-0	388 Peek Ave.	16	1	\$ 44.00		WATER
				16	1	\$ 80.00		SEWER

That the following corrections made by reversal the the Tax & Utility records

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
379	6		317 N 5th St.	16	1	\$ 103.44	6.25	TAX
		6926-0		16	1	\$ (40.50)		WATER
				16	1	\$ (69.19)		SEWER

That the following be added to the Tax & Utility records due to return NSF check

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
574	13	9911-0	305 Columbine Ave.	16	1	\$ 37.00		WATER
				15	4	\$ 30.00	\$ 0.50	WATER
				15	4	\$ 10.00		NSF FEE
				16	1	\$ 130.00		SEWER
				15	4	\$ 130.00	\$ 2.17	SEWER
				15	4	\$ 10.00		NSF FEE
83	3	2069-0	810 Earle Ave.	16	2	\$ 30.00		WATER
				16	1	\$ 30.00	\$ 0.49	WATER
				16	1	\$ 10.00		NSF FEE
				16	2	\$ 127.37		SEWER
				16	1	\$ 130.00	\$ 2.14	SEWER
				16	1	\$ 10.00		NSF FEE
576	6		1201-1219 S Wade	16	1	\$ 1,525.62	\$ 8.31	TAX
				16	2	\$ 5.19		TAX
				16	2	\$ 20.00		NSF FEE

That the following be added to the Utility records due to being turned on illegally

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
376	13	10340-1	412 N 4th St.	15	2	\$ 130.00		SEWER
				15	3	\$ 130.00		SEWER
				15	4	\$ 130.00		SEWER
				16	1	\$ 130.00		SEWER
				15	2	\$ 30.00		WATER
				15	3	\$ 30.00		WATER
				15	4	\$ 30.00		WATER
				16	1	\$ 30.00		WATER
376	13	10340-2		15	2	\$ 390.00		SEWER
				15	3	\$ 390.00		SEWER
				15	4	\$ 390.00		SEWER
				16	1	\$ 390.00		SEWER
				15	2	\$ 90.00		WATER
				15	3	\$ 90.00		WATER
				15	4	\$ 90.00		WATER
				16	1	\$ 90.00		WATER

That the following deductions be added to the Tax records due to Post Tax Year Statement

Block	lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
23	8		201 Morias Ave.	15	4	250.00		TAX
87	16		503 Ireland Ave	15	4	250.00		TAX
142	3		158 Main Dr.	15	4	250.00		TAX
145	44		112 River Dr.	15	4	250.00		TAX
236	72		1225 Robin Rd.	15	4	250.00		TAX
512	57		2208 Balsam Lane	15	4	250.00		TAX
525	18		2704 E. Main St.	15	4	250.00		TAX
527	12		514 S 2nd St.	15	4	250.00		TAX
21	9		1999 Carmel Rd.	15	4	250.00		TAX
41	65		1824 Fairton Rd.	15	4	250.00		TAX
41	120		131 Hogbin Rd.	15	4	250.00		TAX
193	2942		701 Uranus Rd.	15	4	250.00		TAX
222	1340		30 Aspen Rd.	15	4	250.00		TAX
255	43.06		1316 Buck St.	15	4	250.00		TAX
279	3		7 Harrison Ave.	15	4	250.00		TAX
338	7		807 D St.	15	4	250.00		TAX

400	2	201 N 13th St.	15	4	250.00	TAX
424	15	424 Pine St.	15	4	250.00	TAX
446	19	7 N 9th St.	15	4	250.00	TAX
493	18	1823 Circle Dr.	15	4	250.00	TAX
506	18	2420 Linden Ct.	15	4	250.00	TAX
522	9	2430 Mistletoe Ln	15	4	250.00	TAX
549	31	1148 Louis Dr.	15	4	250.00	TAX
525	19.03	2732 E. Main St.	15	4	250.00	TAX
543	2	305 Valatia Ave.	15	4	250.00	TAX
512	67	2208 Olive Ln	15	4	250.00	TAX
472	1	302 S 5th St.	15	4	250.00	TAX
423	2	319 Mulberry St.	15	4	250.00	TAX
397	5	713 E. Broad St.	15	4	250.00	TAX

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**, Chapter II, Article VI of the Municipal Code of the City of Millville requires that property owners maintain their property in accordance with the standards contained in the Property Maintenance Code of the City of Millville; and

**WHEREAS**, the Code Official authorized emergency services to be performed to correct the condition at a cost to the City of Millville as hereinafter provided.

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

- I. The governing body of the City of Millville hereby authorizes the special assessment against the following properties and the monies owed shall be collected in the same manner as property taxes are assessed and collected pursuant to section II-6 of the municipal code.

**BOARD & SECURE:**

Block 424 Lot 3 411 Mulberry St (Board & Secure date 2-10-16)	43.00
Administrative Fee	250.00
Block 72 Lot 12 908 Cherry St (Board & Secure date 2-12-16)	43.00
Administrative Fee	500.00
Block 429 Lot 23 110 N 4 <sup>th</sup> St (Board and Secure date 2-18-16)	43.00
Administrative Fee	250.00
Block 478 Lot 5 213 S 2 <sup>nd</sup> St (Board & Secure date 2-18-16)	473.00
Administrative Fee	250.00
Block 472 Lot 24 311 S 4 <sup>th</sup> St (Board & Secure date 2-26-16)	86.00
Administrative Fee	250.00
Block 330 Lot 7 711 N 3 <sup>rd</sup> St (Board and Secure date 2-3-16)	21.50
Administrative Fee	500.00
Block 318 Lot 13 606 F St (Board and Secure date 3/11/16)	21.50
Administrative Fee	500.00
Block 426 Lot 14 512 Sassafras St (Board and Secure date 3/8/16)	43.00
Administrative Fee	250.00

Block 476 Lot 11  
323 E Main St  
(Board and Secure date 3/14/16)  
Administrative Fee

21.50  
250.00

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 April 5, 2016.

\_\_\_\_\_  
Susan G. Robostello, City Clerk

CITY OF MILLVILLE  
COUNTY OF CUMBERLAND  
STATE OF NEW JERSEY

RESOLUTION NO.

WHEREAS, the City of Millville, James and Rochelle Maul and Trademark Properties, LLC previously entered into an easement agreement on November 16, 2009 for the mutual use of each of them as a parking lot located in part, on Block 463, Lot 5 as well as on certain other lots; and

WHEREAS, said agreement provided for a duration of ten years but allowed any party to cancel the same on two years notice; and

WHEREAS, said agreement was never recorded with the County Clerk's Office; and

WHEREAS, Riggins, Inc. which owns the adjoining gas station property at 129 Main Street acquired 119-127 Main Street (Lot 5) under the name of 2<sup>nd</sup> & Main Petroleum Inc. in July of 2013 allegedly without notice of the aforesaid 2009 easement agreement; and

WHEREAS, 2<sup>nd</sup> & Main Petroleum Inc. and/or Riggins, Inc. subsequently purchased the mortgage held against Lot 5 owned by a New York investment group and is taking the position that a foreclosure judgment obtained by said group has made the aforesaid easement agreement null and void; and

WHEREAS, the City, Jim and Rochelle Maul and Paul Riggins, the CEO of Riggins, Inc. met in an effort to arrive at a mutually acceptable agreement that would allow the City and the Mauls to continue to use that part of the parking lot on Lot 5 now owned by 2<sup>nd</sup> & Main Petroleum, Inc., but at the same time provide indemnification to said companies and requiring the City to pay rent in an amount equal to the current property taxes; and

WHEREAS, the City finds it is necessary to preserve the right of city residents to have the use of the aforesaid parking lot inasmuch as it provides overflow parking to the nearby Police and Municipal Court and City Hall facilities; and

WHEREAS the Chief Financial Officer has certified the availability of funds.

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

1. The aforesaid lease agreement between the City and 2<sup>nd</sup> & Main Petroleum, LLC for the continued use of Block 463, Lot 5 as a parking lot is hereby approved for a term of one year effective April 5, 2016.
2. The Mayor and City Clerk are hereby authorized to execute the agreement.

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

## LEASE

Whereas the City of Millville entered into an agreement with James and Rochelle Maul and Trademark Properties, LLC on November 16, 2009 to create a common parking area on the Premises;

Whereas Trademark Properties LLC lost title to the Premises in a 2011 foreclosure;

It is the intent of 2<sup>nd</sup> & Main Petroleum LLC., the current property owner, the City of Millville and James and Rochelle Maul to terminate said agreement and replace it with this Lease.

THIS LEASE is made as of the \_\_\_\_ day of April, 2016

BETWEEN the Tenant, City of Millville, whose address is 12 S. High St. Millville, New Jersey 08332, hereinafter referred to as the "Tenant",

AND the Landlord, 2<sup>nd</sup> & Main Petroleum LLC., a Corporation of the State of New Jersey, whose address is 3938 S Main Rd., Vineland, New Jersey 08360, hereinafter referred to as the "Landlord".

1. **Definitions.** Wherever the words defined in this paragraph or pronouns used in their stead occur in this Lease they shall have the following meanings:
  - a. The words "**Owner**," "**Landlord**" and "**Lessor**" are used interchangeably and shall mean the Landlord above designated or any agency or officer or representative duly authorized to act in its place in the performance the requirements of this Lease.
  - b. The words "**Lessee**" and "**Tenant**" are used interchangeably and shall mean the Tenant above designated entering into this Lease and the legal representatives of said party or agents appointed to act for the said party in the performance of the requirements of this Lease.
  - c. The words "**Lease**," "**Agreement**" and "**Contract**" all are used interchangeably and shall mean, collectively, all of the covenants, terms and stipulations in this Lease.
  - d. The words "**Premises**", "**Property**," "**Leased Premises**" and "**Leased Property**" are used interchangeably and shall mean the property identified on the official Tax Map of the City of Millville as Block 463, Lots 5, that is the subject of this Lease unless an alternate meaning clearly is ascertainable from the context wherein the term is used.
  - e. Wherever in the Lease the words "**directed**," "**required**," "**permitted**," "**ordered**," "**instructed**," "**designated**," "**considered necessary**" or words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation or decision of the Landlord is intended and. similarly, the words

"approved," "acceptable" or "satisfactory" or words of like import shall mean approved by or acceptable to the Lessor unless another meaning is plainly intended.

2. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the Property.
3. **Term.** The term of this Lease is for the period of one (1) year commencing April 5, 2016 and ending on April 4, 2017. This Lease will automatically renew for an additional term unless terminated by either party prior to the start of the new term.
4. **Rent.** The Tenant agrees to pay an amount equal to the property taxes for entire lot as rental. The Rent will be due 15 days before the property tax payment is due to the City.
5. **Security Deposit.** The Landlord shall not require the Tenant to post a security deposit.
6. **Use of Property.** The Tenant may use the Property only for the following purposes: public parking lot. All other uses, including, but limited to, activities deemed to be unlawful or deemed by the Landlord to be hazardous, shall be strictly prohibited.
7. **Care of the Premises.**
  - a. **Tenant.** The Tenant has inspected the Premises and is satisfied with the present physical condition thereof. The Tenant agrees to maintain the Premises in as good a condition as existed at the start of this Lease. As to any Improvements constructed or erected upon the Premises, the Tenant agrees to and shall be responsible for the maintenance thereof and shall maintain the same in good condition, reasonable wear and tear expected and, as to any said Improvements, the Tenant must pay for the maintenance thereof and repairs thereto. The Tenant shall maintain the Premises in a clean condition, free from overgrown, grass, trees and shrubs, and free from debris, trash and refuse. Lawns, shrubbery, flowers and greenery are to be watered regularly as may be needed. The Tenant shall be responsible for the prompt removal and lawful disposal of any hazardous waste that is accumulated upon the Premises as a result of any of the activities conducted upon the Premises by the Tenant its members and their guests. The Tenant shall be responsible for the removal of any construction debris that is generated in connection with Tenant's construction or erection of any improvements upon the Premises. The Tenant shall be responsible for removal of ice and snow from walkways, driveways and parking areas located or constructed upon the Premises.
8. **Utilities.** The Tenant shall be responsible for the payment of all utilities, including, but not limited to, fuel (gas and/or oil), electricity, telephone, water, sewer and all other utility bills incurred.
9. **Tenant's Right to Construct Signatures and Other Improvements.** It is agreed that any buildings or Structures (singularly and collectively referred to throughout as

"Improvements") shall be subject to the prior approval of the Landlord as to size, design, architecture, site and construction. The Landlord shall not have any liability for any costs or expenses in connection with the construction of Improvements on the Leased Premises. It is agreed that upon termination of the Lease of the Premises, the Tenant will be permitted to remove any Structures erected thereon by the Tenant provided that the same can be removed without damage to the Premises including the landscaping thereon.

10. **Insurance.** The Tenant acknowledges that the Landlord has insurable interests under the Tenant's insurance policies. As a condition precedent to the Landlord's obligation to execute this Lease, the Tenant is required to submit to the Landlord evidence (consisting of Certificates of Insurance and copies of the insurance policies with all endorsements) satisfactory to the Landlord showing that the Tenant has obtained all insurance coverages required herein.

Nothing contained herein shall be construed as limiting the extent of the Tenant's liability for claims or damages resulting from or related to the performance by the Tenant of any covenant under the terms of this Lease or from or related to any of the Tenant's activities upon the Leased Premises

All insurance required hereunder shall include the interests of the Landlord which shall be listed as an additional insured on such policies. The Tenant waives all rights against the Landlord for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against the Landlord.

The Tenant shall purchase and maintain, at its sole expense and with companies satisfactory to the Landlord liability insurance coverage with limits of at least \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate and \$25,000.00 property damage.

All certificates of insurance must provide for thirty (30) days prior written notice to the 2<sup>nd</sup> & Main Petroleum LLC of policy cancellation or material change. The cancellation notice shall not include the clauses "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives", or any similar language limiting liability of the insurance company to complete cancellation notification as required.

11. **Indemnification and Hold Harmless Agreement.** The Tenant agrees to indemnify and hold harmless the 2<sup>nd</sup> & Main Petroleum LLC and Riggins Inc. and its agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of this Lease, which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or in part by the Tenant's negligent act or omission, or that of a contractor or subcontractor of the

Tenant, or that of anyone employed by them or for whose acts the Tenant, contractor or subcontractor may be liable. This indemnification and hold harmless agreement shall apply in all instances whether the 2<sup>nd</sup> & Main Petroleum LLC. as well as its agents and employees are made a direct party to the initial action or claim or is subsequently made a party to the action by third party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

12. **Eviction.** If the Tenant does not pay the rent within thirty (30) days after it is due, the Landlord may seek to evict the Tenant. The Landlord may also seek to evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for such other causes as may be allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay all costs related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, re-renting, cleaning and repairing the Property. Rent received from any new tenant will reduce the amount owed the Landlord.
13. **Payments by Landlord as Additional Rent.** If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action permitted by law and charge the costs incurred in taking such action, including reasonable attorney fees, to the Tenant as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease.
14. **Removal of Tenant's Property.** Any Improvements, equipment, fixtures, goods or other property of the Tenant, not removed by the Tenant upon termination of this Lease, or upon any quitting, vacating or abandonment of the Premises and by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord may keep the same as its own and shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.
15. **Fire and Other Casualty.** In case of fire or other casualty, the Tenant shall give immediate notice thereof to the Landlord. If the Premises or improvements thereon shall be partially damaged by fire, the elements or other casualty, the Tenant shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the Premises or Improvements thereon be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall come to an end; however, in such an event the Landlord and the Tenant may negotiate a new lease for the subject real property. In no event however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's members, agents, employees, guests, licensees or invitees. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for any

damage and loss suffered by the Landlord.

16. **No Assignment or Sublease.** This Lease may not be sold, assigned, transferred or sublet without the previous consent in writing of the Landlord, Consent by the Landlord to an assignment of this Lease shall not, in any way, release the Tenant from the conditions, covenants and agreements herein undertaken to be done by the Tenant, but such duty to perform shall continue as though such assignment had not been made.
17. **Inspection and Repair.** The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives shall have the right to enter into and upon the said Premises or the improvements thereon or any part thereof, at all reasonable hours) for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This paragraph shall not be deemed to be a covenant by the Landlord, nor be construed to create an obligation on the art of the Landlord, to make such inspection or repairs. In case of emergency the Landlord may enter the Property without the Tenant's consent.
18. **Title to Property and Quiet Enjoyment.** The Landlord covenants that the Landlord is seized of good and sufficient title and interest to the Premises and has full authority to enter into and to execute this Lease. The Landlord further covenants that, to the best of the Landlord's knowledge, information and belief: there are no liens, judgments or impediments of title on the Premises or affecting the Landlord's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises as set forth above. The Landlord further covenants that the Tenant, upon paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the term aforementioned.
19. **Compliance with Laws, Rules and Regulations.** The Tenant shall promptly and strictly comply with all laws, ordinances, rules, regulations, requirements and directives of the federal, state, county and municipal governments or other public authorities and all of their departments, bureaus and subdivisions, applicable to and affecting the said Premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said Premises and, during the term hereof, shall promptly and strictly comply with all orders, regulations, requirements and directives of any insurance companies which have issued or are about to issue policies of insurance covering the said Premises and/or improvements thereon for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.
20. **Hazardous Use.** Tenant will not keep anything in, at or upon the Property which is dangerous, flammable, explosive or might increase the danger of fire or any other hazard.
21. **Signs.** The Tenant shall not place or allowed to be placed any signs of any kind whatsoever, upon, in or about the Leased Premises or any part thereof, except of a design and structure and in or at such places as may be indicated and consented to by the Landlord in writing. In case the Landlord or the Landlord's agents, employees or

representatives shall deem it necessary to remove any such signs in order to make any repairs, alterations or improvements in or upon said Premises or any part thereof, said signs may be so removed by the Landlord, but shall be replaced at the Tenant's own expense when said repairs, alterations or improvements shall have been completed. Any signs permitted by the Landlord shall, at all times, conform with all municipal ordinances or other laws and regulations applicable thereto.

22. **Partial Invalidity of Lease Terms.** The terms, conditions, covenants and provision of this Lease shall be deemed severable. If any clause or provisions herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall in no way affect the validity of any other clause or provision and such other clauses or provisions shall remain in full force and effect.
23. **No Oral Agreements.** It is agreed and understood that no oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Lease and none of the provisions of this Lease shall be held to be waived or modified by reason of any act whatsoever other than by a specifically agreed waiver or modification thereof in writing and, in the absence thereof, no evidence shall be introduced in any proceeding, judicial or otherwise, of any other waiver or modification.
24. **Governing Law.** This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.
25. **Parties.** The Landlord and the Tenant are bound by the Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.
26. **Legal Address and Written Notices.** All notices to be given shall be given in writing and shall be delivered personally or by certified mail, return receipt requested as follows:
- a. If to the Landlord, address to 2<sup>nd</sup> & Main Petroleum LLC., P.O. Box 150, Millville, N.J. 08332, attention: Paul Riggins.
  - b. If to the Tenant, address as listed upon the first page of this Lease.
27. **Signatures.** The Landlord and Tenant agree to the terms of the Lease. If this Lease

is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Attest:

2<sup>nd</sup> & Main Petroleum LLC.

\_\_\_\_\_

\_\_\_\_\_  
Paul Riggins, president

Attest:

City of Millville

\_\_\_\_\_

\_\_\_\_\_  
Title:

Attest:

\_\_\_\_\_

\_\_\_\_\_  
James Maul

\_\_\_\_\_

\_\_\_\_\_  
Rochelle Maul

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: 04/05/16  
Resolution Number: A

Vendor: 06718 BARKER, GELFAND & JAMES, PC  
210 NEW ROAD  
SUITE 12  
LINWOOD, NJ 08221

Contract: 15-00050 Special Labor Conflict Counsel

Account Number	Amount	Department Description
6-01-20-155-000-227	15,000.00	LEGAL SERVICES & COSTS
Total	15,000.00	

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

  
\_\_\_\_\_  
Chief Financial Officer

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

**RESOLUTION NO.**

WHEREAS, the Board of Commissioners of the City of Millville (hereinafter the "Municipality") previously entered into a Professional Services Contract with Todd J. Gelfand of the law firm of Barker, Gelfand and James (hereinafter the "Consultant") as approved by Resolution No. R257-2015 adopted on September 15, 2015; and

WHEREAS, the aforesaid Professional Services Contract provided that Consultant would be compensated for his services at an hourly rate of \$130.00 not to exceed \$15,000.00 for a duration of one (1) year commencing on September 8, 2015; and

WHEREAS, said Professional Services Contract was awarded on a non-fair and open basis; and

WHEREAS, due to the large number of legal proceedings Consultant is handling on behalf of the Municipality, he has submitted billing significantly exceeding the original threshold on fees of \$15,000.00; and

WHEREAS, the Municipality finds it necessary to amend the aforesaid Professional Service Contract to ensure its interests are properly represented in the aforesaid proceedings; and

WHEREAS, the Municipality in this instance finds that it is necessary to award this First Amendment to Professional Services contract on a non-fair and open basis as permitted by Millville City Code §2-64.3 based upon the fact that Consultant is already familiar with the aforesaid legal proceedings which are already in suit; 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 First Amendment to the Professional Services Contract is hereby approved in an additional amount not to exceed \$15,000.00 and for an extended duration through to December 31, 2016.

2. The Mayor and City Clerk are hereby authorized to execute the agreement.

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

**FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT  
TODD J. GELFAND, ESQUIRE**

WHEREAS, the Board of Commissioners of the City of Millville ( hereinafter the "Municipality") previously entered into a Professional Services Contract with Todd J. Gelfand of the law firm of Barker, Gelfand and James (hereinafter the "Consultant") as approved by Resolution No. R257-2015 adopted on September 15, 2015; and

WHEREAS, the aforesaid Professional Services Contract provided that Consultant would be compensated for his services at an hourly rate of \$130.00 not to exceed \$15,000.00 for a duration of one (1) year commencing on September 8, 2015; and

WHEREAS, said Professional Services Contract was awarded on a non-fair and open basis; and

WHEREAS, due to the large number of legal proceedings Consultant is handling on behalf of the Municipality, he has submitted billing significantly exceeding the original threshold on fees of \$15,000.00; and

WHEREAS, the Municipality finds it necessary and desirable to amend the aforesaid Professional Services Contract to provide an additional \$15,000.00 in compensation to Consultant and to extend the duration of the same.

NOW THEREFORE based upon the mutual covenants by and between the parties, the aforesaid Professional Services Contract is hereby amended as follows:

1. **ARTICLE IV** is hereby amended to provide that Consultant will be allocated an additional consideration not to exceed \$15,000.00 over and above the original consideration. Consultant's services will continue to be billed at the rate of \$130.00 per hour. Billing likely to exceed said amount shall require further authorization.

Billing shall be made by Voucher only with itemized invoice attached. Vouchers shall be submitted periodically as work is performed on not less that 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.

2. **ARTICLE VII** ("General Provision"), Paragraph 6 ("Duration of Contract") is hereby amended to extend the contract for an additional period of time through to December 31, 2016.

3. All other terms and conditions contained in the original Professional Services Contract not inconsistent with the terms set forth above shall remain in full force and effect.

**CITY OF MILLVILLE**

By: \_\_\_\_\_  
Michael Santiago, Mayor

ATTEST:

\_\_\_\_\_  
Susan G. Robostello, City Clerk

**BARKER, GELFAND AND JAMES**

By: \_\_\_\_\_  
Todd J. Gelfand, Esquire

WITNESS:

\_\_\_\_\_

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

**RESOLUTION NO. \_\_\_\_\_**

WHEREAS, the City of Millville (hereinafter "the City") and the Millville Public Library, a not for profit corporation of the State of New Jersey (hereinafter "the Library") previously entered into a Lease Agreement (hereinafter "Lease") dated March 21, 1989 whereunder the City leased certain premises owned by it at 210 Buck Street in Millville, New Jersey to the Library;

WHEREAS, the parties previously amended the Lease by First Amendment approved by Resolution No. 9498 adopted on July 3, 1990;

WHEREAS, the parties also previously orally modified certain terms of the Lease such as the amount of rent as well as which party is responsible for the payment of utilities;

WHEREAS, the parties desire to enter into a formal written Second Amendment to the Lease in order to clarify and confirm each parties rights and responsibilities;

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

1. The Second Amendment to the Lease between the City and Library is hereby approved.
2. The Mayor and City Clerk are hereby authorized to execute the agreement.

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

**THE SECOND AMENDMENT TO LEASE BETWEEN THE  
MILLVILLE PUBLIC LIBRARY  
AND THE CITY OF MILLVILLE**

This Amendment is made to the Lease between THE MILLVILLE PUBLIC LIBRARY, a Corporation not for profit of the State of New Jersey (hereinafter "the Tenant") and the CITY OF MILLVILLE, a Municipal Corporation of the State of New Jersey (hereinafter "the Landlord") dated March 21, 1989 based upon the mutual covenants by and between the parties as follows:

1. Paragraphs 3 of the Lease Agreement as amended is hereby further amended to provide that the sum of \$176,680.00 is due each year on July 1st or within seven (7) days of the Tenant receiving its annual aid from the City of Millville whichever occurs later as and for rent commencing in 2016 for the use of the library premises at 210 Buck Street in Millville, New Jersey. This rental shall be an annual rental and will continue in that amount unless amended by written agreement of the parties as approved by Resolution by THE CITY OF MILLVILLE. This amendment is being made in part to memorialize a prior oral agreement by the Parties to fix the rent at the sum of \$176,680.00.

2. Paragraph 10 of the Lease Agreement is amended so as to relieve the Landlord of any further obligation effective January 1, 2016 to pay any utility charges associated with the premises with the exception of sewer and water rentals and assessments which shall continue to be the sole responsibility of the City of Millville, Department of Parks and Public Property in the name of the Tenant.

3. Any previous oral amendment made between the parties inconsistent with

the First or this Second Amendment is hereby rescinded. All terms set forth in the Lease Agreement dated March 21, 1989 and the First Amendment thereto approved by Resolution No. 9498 adopted July 3, 1990 by the Board of Commissioners of the City of Millville not inconsistent with this Second Amendment shall remain in full force and effect. This Second Amendment as well as the surviving terms set forth in the Lease Agreement dated March 21, 1989 and the aforesaid First Amendment shall not be amended unless the parties both execute a written agreement which further must be approved by Resolution of the Board of Commissioners.

The landlord and tenant agree to the terms of this Amendment which will take effect on execution of this Amendment and its passage by Resolution by the CITY OF MILLVILLE. If this Amendment is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

CITY OF MILLVILLE

By: \_\_\_\_\_  
Michael Santiago, Mayor

ATTEST:

\_\_\_\_\_  
Susan G. Robosotello, City Clerk

THE MILLVILLE PUBLIC LIBRARY

By: \_\_\_\_\_  
Ethan Aronoff, President

ATTEST:

\_\_\_\_\_  
Susan G. Robostello, City Clerk

CITY OF MILLVILLE  
COUNTY OF CUMBERLAND  
STATE OF NEW JERSEY

RESOLUTION NO.  
AMENDING RESOLUTION NO. R174-2015

WHEREAS, the City of Millville (hereinafter "the Municipality") previously approved a Professional Services Contract which in essence expanded the scope of services of an existing contract between the Municipality and GEI Consultants (hereinafter "GEI") by Resolution No. R174-2015 adopted on June 16, 2015; and

WHEREAS, Consultant has requested through its counsel that certain changes be made to said Professional Services Contract primarily for the purposes of clarity before it would execute the same; and

WHEREAS, a revised contract (entitled "First Amended Professional Services Agreement GEI Consultants" has been prepared by the Municipality's attorney and has already been reviewed, approved and signed by Consultant; and

WHEREAS, the Chief Financial Officer previously 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 Resolution No. R174-2015 is hereby amended so as to approve a revised contract entitled "First Amended Professional Services Agreement GEI Consultants."
2. The Mayor and City Clerk are hereby authorized to execute the agreement.

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

**CITY OF MILLVILLE  
FIRST AMENDMENT TO STANDARD  
PROFESSIONAL SERVICES AGREEMENT  
GEI CONSULTANTS**

**THIS AGREEMENT** made this 16<sup>th</sup> day of June, 2015, by and between the City of Millville, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "the Municipality" and GEI Consultants, Inc., hereinafter referred to as "Consultant". Consultant shall perform certain additional services on behalf of the Municipality as well as the other members of the PRP Group at the former Airwork facility located within the Municipality outside the scope of the existing Standard Professional Services Agreement between Consultant and the Municipality and the other members of the PRP Group dated 8/30/13;

**ARTICLE I. SCOPE OF SERVICES**

The Scope of Services set forth in the original Standard Professional Services Agreement between the parties dated 8/30/13 is hereby expanded so as to include such additional services as are set forth in Consultant's proposal dated 3/20/15.

**ARTICLE II. CONSIDERATION AND METHOD OF PAYMENT**

Consultant shall be paid for its services on a time and materials basis at the hourly rates referenced in Tables 1 and 2 of its proposal dated 3/20/15 a copy of which is incorporated by reference as Attachment "D." Said proposal estimates the cost to complete the services at \$27,495.00 which cost shall be shared in accordance with the aforesaid existing Standard Professional Services Agreement between all of the members of the PRP Group in the proportionate amounts therein specified;

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 Municipality shall be made within thirty (30) days of the presentation of the Voucher. If employees of the Municipality request services from Consultant which exceed the Scope of Services contained in this Contract, Consultant shall not perform the services requested until an amendment to the Contract has been approved by Resolution of the Board of Commissioners.

### **ARTICLE III. AFFIRMATIVE ACTION**

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

### **ARTICLE IV. AMERICANS WITH DISABILITIES ACT**

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

### **ARTICLE V. NON-FAIR AND OPEN CONTRACT**

Attachment "C" containing the requirements for a non-fair and open contract is attached.

### **ARTICLE VI. GENERAL PROVISIONS**

#### **1. INDEMNIFICATION.**

Consultant shall indemnify, save harmless 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, reasonable attorney's fees, damages or injury including death and/or property loss, expense claims or demands to the extent caused by a defect in any equipment or materials supplied under this Contract or by the negligent performance of any work under this Contract, 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, any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault of the Consultant, its employees, SubConsultants or agents or others under the Consultant's Contract.

2. **INSURANCE.** Before starting new work assignments and until acceptance of the work, the Consultant shall procure and maintain insurance of the types specified in Paragraphs (a) to (d), inclusive, below, and to the limits for this insurance so specified.

The Consultant shall require each of his subcontractors to procure and maintain, until completion of that subcontractors work, insurance of the types specified in Paragraphs (a) to (f), inclusive, below and to the limits specified. It shall be the responsibility of the Consultant to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

Insurance shall be in such form as will protect the Consultant or the subcontractor, as appropriate, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations be by himself or by anyone directly or indirectly employed by him. All such insurance except for workers compensation insurance and professional liability insurance shall also specifically name the Municipality as an additional insured.

The following types of insurance shall be provided:

- (a) Workers Compensation Insurance with a minimum policy limit as per statute.

(b) Bodily Injury Insurance and Contractor's Protective Bodily Injury Insurance with a minimum policy limit of \$3,000,000.00.

(c) Property Damage Insurance and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under this contract is being done with a minimum policy limit of \$3,000,000.00. (Blasting and explosion coverage shall be obtained if there is a need for blasting under this contract, and no blasting shall be performed until such insurance has been secured).

(d) Bodily Injury Insurance covering the operation of all motor vehicles owned by the Consultant with a minimum policy limit of \$3,000,000.00.

(e) The following shall be Additional Insureds: The City of Millville including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteer.

This coverage shall be primary to the Additional Insureds, and shall not be contributing with any other insurance or similar protection available to the Additional Insureds, whether other available insurance be primary, contributing or excess.

Certificates from the Consultant's insurance carrier stating the coverage provided, the limits of liability, and expiration date shall be filed in triplicate with the City Clerk before operations are begun. Such certificates shall comply with language adopted by NJ Insurance Commission and shall be sufficiently comprehensive as to permit the Municipality or the City Clerk to determine that the required insurance coverage has been provided without the necessity of examining the individual insurance policies.

If the initial insurance expires prior to completion of the work, renewal certificates shall be furnished by the date of expiration.

3. All terms and conditions in the aforesaid Standard Professional Services Contract dated 8/30/13 shall remain in full force and effect.

4. This Amendment modifies the Standard Professional Services Agreement, and the rights and responsibilities of the parties, only with respect to, and as between, the Municipality and Consultant, and does not affect any rights or responsibilities of other parties to the Agreement.

THE CITY OF MILLVILLE

Dated: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Dated: \_\_\_\_\_

GEI CONSULTANTS

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

Attest: \_\_\_\_\_

## **EXHIBIT "A"**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17-27 GOODS, PROFESSIONAL SERVICE AND GENERAL CONTRACTS**

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

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

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

The contractor or subcontractor will send to each labor union with which it has a collective bargaining agreement a notice to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Repo9irt

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasurer/contract\\_compliance](http://www.state.nj.us/treasurer/contract_compliance))

The contractor and its subcontractors shall furnish such reports and other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such Information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Name of Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
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



Geotechnical  
Environmental  
Water Resources  
Ecological

March 20, 2015

Former Airwork Facility Group  
c/o The Law Offices of Jeffery Smith  
16221 NE 116<sup>th</sup> Street  
Liberty, MO 64068

Re: Scope of Work for LSRP and Consulting Services

Dear Mr. Smith:

As requested during the March 16, 2015 conference call between Purex Industries (Purex), AIG and GEI Consultants, Inc. (GEI), the following comprises GEI's proposal and cost estimate for provision of continued Licensed Site Remediation Professional (LSRP) support services to the Former Airwork Facility Group (FAFG) in accordance with New Jersey Department of Environmental Protection (NJDEP) requirements and as authorized by the FAFG. Kathleen F. Stetser will continue to serve as the LSRP for the project. Specifically, this proposal includes tasks intended to transition the FAFG project to GEI from Arcadis. The following tasks are proposed and briefly discussed below:

- Task 1 – File Transition and Management;
- Task 2 – Meeting with Arcadis and Site Visit; and

***Task 1 – File Transition and Management***

This task includes GEI labor necessary obtain documents from Arcadis and to conduct a preliminary/high-level review to confirm we have what is needed in the format necessary to use. A list of key documentation that we anticipate to be supplied is provided below; however, all project files will be requested and transitioned.

- 2011 Comprehensive soil sampling activities including data tables, boring logs and figures;
- 2011 Slotted auger groundwater sampling data and hydraulic conductivity data;
- 2012 Offsite potable well search and survey information;
- Most recent receptor evaluation;

- 2011-2013 phase I, II, III VI sampling data;
- 2013 offsite well sampling data;
- 2013 well installation logs, permits and records and survey data;
- 2013 groundwater sampling event data and sampling logs;
- All available survey data, base maps, sampling maps and drawings (CAD and GIS);
- Wheaton Hangar VI sampling data, proposed future sampling SOW;
- Indoor air treatment system unit operations manuals and filter change schedule;
- Indoor air sampling historical files, ongoing sampling work scope and schedule;
- Pump and Treat system documentation;
- Laboratory data packages and EDDs for all data collected by Arcadis;
- Well gauging / elevation data;
- MP-61 LNAPL quarterly reporting;
- Field notes and sampling forms; and
- Historical files documenting prior work done on and off-site.

Following receipt of the requested documentation and initial review, it is anticipated that a minimal amount of follow-up conversations will be necessary with Arcadis in order to complete the project transition. GEI will prepare an index of all files obtained from Arcadis and distribute to the FAFG for their records.

***Task 2 -- Meeting with Arcadis and Site Visit***

This task includes GEI labor and expenses to prepare for and attend a meeting with Arcadis to more effectively streamline the transition of the project to GEI and discuss current work-in-progress, ongoing operations and maintenance (O&M) activities as well as Arcadis investigative activities that have not been reported to the NJDEP. The meeting will be held at a mutually agreed-upon location, and will be attended by the GEI LSRP, project manager and project engineer.

A one-day site visit is also included in this Task to finalize the transition of the O&M activities, discuss historical sampling activities completed by Arcadis that will be incorporated into the Remedial Investigation Report and for introductions to the Wheaton Hangar owner/operator.

***Cost***

The estimated cost to complete this SOW is \$27,495. A breakdown of the estimated costs by task is included as Table 1. All work will be conducted on a time and materials basis in accordance with the existing Professional Services Agreement dated August 30, 2013. GEI is prepared to begin immediately upon approval to proceed from the FAFG. Please indicate your approval of this SOW by signing in the space provided below.

We appreciate your confidence in GEI to manage the ISRA compliance at your site. Please do not hesitate to contact me at 856-291-5666 if you have any questions or require additional information.

Sincerely,

GEI CONSULTANTS, INC.



Kathleen F. Stetser, PG,  
LSRP Senior Practice  
Leader

KFS:lsf

Enclosure

H:\WPROC\Project Manager\Stetser, Kathi\3-20-15 Purex SOW.docx

The FAFG hereby authorizes GEI to perform the tasks presented herein in accordance with the PSA dated August 30, 2013.

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**Authorized Representative Signature – Purex Industries**

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Name / Title

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**Authorized Representative Signature – Dallas Airmotive**

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Name / Title

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**Authorized Representative Signature – GE Engine Services / UNC Holdings**

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Name / Title

---

**Authorized Representative Signature – City of Millville, New Jersey**

---

Name / Title



**FEE SCHEDULE**

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> \$ per hour
Staff Professional – Grade 1	\$ 85
Staff Professional – Grade 2	\$ 95
Project Professional – Grade 3	\$ 105
Project Professional – Grade 4	\$ 125
Senior Professional – Grade 5	\$ 145
Senior Professional – Grade 6	\$ 165
Senior Professional – Grade 7	\$ 195
Senior Consultant – Grade 8	\$ 225
-----	
Senior CADD Drafter and Designer	\$ 105
CADD Drafter / Designer and Senior Technician	\$ 90
Technician, Word Processor, Administrative Staff	\$ 65
Office Aide	\$ 55

These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract.

**OTHER PROJECT COSTS**

**Subconsultants, Subcontractors and Other Project Expenses** - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 10% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

**Billing Rates for Specialized Technical Computer Programs** – Computer usage for specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

**Field and Laboratory Equipment Billing Rates** – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

**Transportation and Subsistence** - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

**PAYMENT TERMS**

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due in accordance with the terms and conditions of the professional services agreement. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

**Table 1. Cost Estimate for Preliminary Permitting Support. Brent Material Company Facility; Kenilworth, New Jersey.**

**Task 1: File Transition and Management**

*GEI Labor*

LSRP (grade 7)	20 hrs @	\$195 /hr	\$	3,900
Senior Professional (grade 5)	30 hrs @	\$145 /hr	\$	4,350
Staff Professional (grade 3)	40 hrs @	\$105 /hr	\$	4,200
CADD/GIS Drafter	20 hrs @	\$90 /hr	\$	1,800
Word Processing	8 hrs @	\$65 /hr	\$	520
Expenses and Equipment			\$	150

**Total Task 1** \$ 14,920

**Task 2: Meeting with Arcadis and Site Visit with Arcadis**

*GEI Labor*

LSRP (grade 7)	25 hrs @	\$195 /hr	\$	4,875
Senior Professional (grade 5)	50 hrs @	\$145 /hr	\$	7,250
Expenses and Equipment			\$	150

**Total Task 1** \$ 12,275

**GRAND TOTAL** \$ 27,195

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

**RESOLUTION NO.  
AMENDING RESOLUTION NO. R307-2015**

WHEREAS, the City of Millville (hereinafter "the Municipality") previously approved a Professional Services Contract which in essence further expanded the scope of services of an existing contract between the Municipality and GEI Consultants (hereinafter "GEI") by Resolution No. R307-2015 adopted on November 2, 2015; and

WHEREAS, Consultant has requested through its counsel that certain changes be made to said Professional Services Contract primarily for the purposes of clarity before it would execute the same; and

WHEREAS, a revised contract (entitled "Second Amended Professional Services Agreement GEI Consultants") has been prepared by the Municipality's attorney and has already been reviewed, approved and signed by Consultant; and

WHEREAS, the Chief Financial Officer previously 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 Resolution No. R307-2015 is hereby amended so as to approve a revised contract entitled "Second Amended Professional Services Agreement GEI Consultants."
2. The Mayor and City Clerk are hereby authorized to execute the agreement.

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

**CITY OF MILLVILLE  
SECOND AMENDMENT TO STANDARD  
PROFESSIONAL SERVICES AGREEMENT  
GEI CONSULTANTS**

WHEREAS, the City of Millville, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "the Municipality" and GEI Consultants, Inc. hereinafter referred to as "Consultant" previously entered into a Standard Professional Services Agreement on or about August 30, 2013 and as amended by a First Amendment to Professional Services Contract entered into between the parties on or about 6/16/15; and

WHEREAS, the aforesaid First Amendment to Standard Professional Service Agreement provided for certain services outside the scope of the original Standard Professional Service Agreement as set forth in GEI's proposal dated March 20, 2015 in an amount not to exceed \$27,495.00; and

WHEREAS, additional remediation work is being required by the New Jersey Department of Environmental Protection in order to complete the RI Phase for three pending Industrial Site Recovery Act cases; and

WHEREAS, GEI has submitted a new proposal dated October 1, 2015 containing a Scope of Work for the aforesaid services which proposal is incorporated herein by reference thereto as Attachment "D."

NOW THEREFORE BE IT AGREED between the parties based upon the mutual covenants set forth below as follows:

**ARTICLE I. SCOPE OF SERVICES**

The Scope of Services set forth in the original Standard Professional Service Agreement dated August 30, 2013, and as amended in the First Amendment to the

Standard Professional Service Agreement, is hereby expanded so as to include such additional services as are set forth in Consultant's proposal dated October 1, 2015.

## **ARTICLE II. CONSIDERATION AND METHOD OF PAYMENT**

Pursuant to its aforesaid proposal dated October 1, 2015 GEI has estimated a total cost for the Scope of Services in the sum of \$574,609.00. The City of Millville's 15% share of this cost as a member of the PRP Group shall not exceed the sum of \$86,191.00.

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 Municipality shall be made within thirty (30) days of the presentation of the Voucher. If employees of the Municipality request services from Consultant which exceed the Scope of Services contained in this Contract, Consultant shall not perform the services requested until an amendment to the Contract has been approved by Resolution of the Board of Commissioners.

## **ARTICLE III. AFFIRMATIVE ACTION**

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

## **ARTICLE IV. AMERICANS WITH DISABILITIES ACT**

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

## **ARTICLE V. NON FAIR AND OPEN CONTRACT**

Attachment "C" containing the requirements for a non-fair and open contract is attached.

## **ARTICLE VI. GENERAL PROVISIONS**

### **1. INDEMNIFICATION.**

A. Consultant shall indemnify, save harmless 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, reasonable attorney's fees, damages or injury including death and/or property loss, expense claims or demands to the extent caused by a defect in any equipment or materials supplied under this Contract or by the negligent performance of any work under this Contract 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, any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault of the Consultant, its employees, SubConsultants or agents or others under the Consultant's Contract.

2. **INSURANCE.** Before starting new work assignments and until acceptance of the work, the Consultant shall procure and maintain insurance of the types specified in Paragraphs (a) to (d), inclusive, below, and to the limits for this insurance so specified.

The Consultant shall require each of his subcontractors to procure and maintain, until completion of that subcontractors work, insurance of the types specified in Paragraphs (a) to (f), inclusive, below and to the limits specified. It shall be the responsibility of the Consultant to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

Insurance shall be in such form as will protect the Consultant or the subcontractor, as appropriate, from all claims and liability for damages for bodily injury, including

accidental death, and for property damage, which may arise from operations under this contract, whether such operations be by himself or by anyone directly or indirectly employed by him. All such insurance except for workers compensation insurance and professional liability insurance shall also specifically name the Municipality as an additional insured.

The following types of insurance shall be provided:

- (a) Workers Compensation Insurance with a minimum policy limit as per statute.
- (b) Bodily Injury Insurance and Contractor's Protective Bodily Injury Insurance with a minimum policy limit of \$3,000,000.00.
- (c) Property Damage Insurance and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under this contract is being done with a minimum policy limit of \$3,000,000.00. (Blasting and explosion coverage shall be obtained if there is a need for blasting under this contract, and no blasting shall be performed until such insurance has been secured).
- (d) Bodily Injury Insurance covering the operation of all motor vehicles owned by the Consultant with a minimum policy limit of \$3,000,000.00.
- (e) The following shall be Additional Insureds: The City of Millville including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteer.

This coverage shall be primary to the Additional Insureds, and shall not be

contributing with any other insurance or similar protection available to the Additional Insureds, whether other available insurance be primary, contributing or excess.

Certificates from the Consultant's insurance carrier stating the coverage provided, the limits of liability, and expiration date shall be filed in triplicate with the City Clerk before operations are begun. Such certificates shall comply with language adopted by NJ Insurance Commission and shall be sufficiently comprehensive as to permit the Municipality or the City Clerk to determine that the required insurance coverage has been provided without the necessity of examining the individual insurance policies.

If the initial insurance expires prior to completion of the work, renewal certificates shall be furnished by the date of expiration.

3. All terms and conditions in the aforesaid Standard Professional Services Agreement, as amended, shall remain in full force and effect.

4. This Amendment modifies the Standard Professional Services Agreement, and the rights and responsibilities of the parties, only with respect to and as between, the Municipality and Consultant, and does not affect any rights or responsibilities of other parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and the Municipality executes this Contract pursuant to a Resolution adopted by the City Commission on \_\_\_\_\_, 2016.

THE CITY OF MILLVILLE

Dated: \_\_\_\_\_

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

Attest: \_\_\_\_\_

GEI CONSULTANTS

Dated: \_\_\_\_\_

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

Attest: \_\_\_\_\_

## **EXHIBIT "A"**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17-27 GOODS, PROFESSIONAL SERVICE AND GENERAL CONTRACTS**

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

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

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

The contractor or subcontractor will send to each labor union with which it has a collective bargaining agreement a notice to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue to use any recruitment

agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Repo9irt

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasurer/contract\\_compliance](http://www.state.nj.us/treasurer/contract_compliance))

The contractor and its subcontractors shall furnish such reports and other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such Information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Name of Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
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



Consulting  
Engineers and  
Scientists

October 1, 2015  
Proposal #620668

City of Millville – Engineering Department  
c/o Steve Jones – Principal  
Post & Schell  
Four Penn Center  
1600 John F. Kennedy Boulevard  
Philadelphia, PA 19103

RE: Scope of Work for LSRP and Consulting Services – Remedial Investigation and Reporting  
Activities  
Former Airwork Facility, Millville Municipal Airport  
Millville, New Jersey

Dear Mr. Jones:

GEI Consultants, Inc. (GEI) has prepared this scope of work (SOW) for Licensed Site Remediation Professional (LSRP) support services and Remedial Investigation (RI) activities to the Former Airwork Facility Group (FAFG) in accordance with New Jersey Department of Environmental Protection (NJDEP) requirements. Kathleen F. Stetser serves as the LSRP for the project.

Specifically, this SOW details the proposed extent of field sampling and reporting activities necessary to complete the RI phase for the following Industrial Site Recovery Act (ISRA) cases. This work must be completed and reported to the NJDEP by the Mandatory Timeframe of May 7, 2016 or the cases will be subject to NJDEP Direct Oversight:

- E85529;
- E97254; and
- E98602.

The SOW was prepared in accordance with the N.J.A.C. 7:26E, the Technical Requirements for Site Remediation (Technical Requirements), N.J.A.C. 7:26C the Administrative Requirements for Remediation of Contaminated Sites (ARRCs), N.J.A.C. 7:26B, the Industrial Site Recovery Act (ISRA) and applicable NJDEP Technical Guidance.

The RI SOW has been divided into the following Tasks:

Task 1	RI Field Sampling
Task 1A	RTC
Task 1B	Main Hangar
Task 1C	PT-6
Task 1D	Main Plant
Task 2	Data Reduction, Evaluation and Summary
Task 3	Preparation of Soil RI Report
Task 4	Preparation of GW RI Report
Task 5	Ground Water Treatment System Evaluation
Task 6	Operations and Maintenance of Air Filtration and Indoor Air Sampling
Task 7	LSRP Services, Project Management and Communications

#### **Task 1: RI Field Sampling**

GEI has completed a comprehensive review of available historical documentation, has interviewed available current and former facility personnel and has completed detailed Site inspections at the following four parcels associated with the joint ISRA cases (Figure 1):

- RTC – 25 Airwork Street (Block 125.01, Lot 13);
- Main Hangar – 101 Bogden Blvd. (Block 125, Lot 5);
- PT-6 - Driskill Street (Block 125.01, Lot 15.06); and
- Main Plant – 101 Bogden Blvd. (Block 125, Lot 5).

GEI reviewed historical documentation to determine the status of historical AOCs. Several AOCs were documented to have formal No Further Action/Covenant Not to Sue (NFA/CNS) granted from the NJDEP, other AOCs that have historically undergone some level of investigation and/or remedial action have comment letters from the NJDEP stating that “no further action” is required; however, a formal NFA/CNS was never issued by the NJDEP Case Manager. These AOCs must be considered “open” and are subject to the current rules and guidance.

Tables 1 through 4 provide a summary of the AOCs identified, current status and proposed actions, if any. These tables will form the basis for the Case Inventory Document (CID) that will be submitted with the completed RI Report through the required NJDEP on-line portal. A more detailed summary of the AOCs can be provided, upon request.

This task includes preparation of the required Quality Assurance Project Plan (QAPP), Health and Safety Plan (HASP), coordination of sub-contractors, access coordination with the property owner and tenants and execution and oversight of the RI field sampling. The 4 parcels are broken out in this SOW to identify their associated AOCs; however, the field work will be completed concurrently for efficiency and cost savings. The sub-tasks will not be tracked individually on timesheets and invoices and will appear as “Task 1 – RI Field Sampling”.

GEI has made every effort to limit sampling frequency where possible by combining sampling at co-located AOCs and taking into account that an engineering control and deed notice is expected for non-mobile compounds. A 10% contingency has been added to Task 1 to cover additional days of drilling and additional laboratory services in the event that 1) we encounter delays due to sub-surface conditions, access or weather and for additional sample collection based on field observations. This is deemed necessary due to the tight RI completion schedule. GEI would like to conduct as much sampling as possible in the first RI mobilization rather than wait for a second field event.

#### Task 1A – RTC RI Sampling

A total of 26 AOCs were identified at the RTC during completion of a Preliminary Assessment by GEI. Of those AOCs, 10 require sampling, as outlined below and on the attached Table 1.

AOC Number	AOC Description	Warrants Further Investigation
AOC-1	Drum Storage Area DS-1	Yes
AOC-2	Upper Level Warehouse Clean-Out	Yes
AOC-3	Roof Leaders	Yes
AOC-4	Former Facility Transformer	Yes
AOC-5	Current Facility Transformer	Yes
AOC-6	Air Compressor System C-1	Yes
AOC-7	Air Compressor System C-3	Yes
AOC-8	Subsurface Piping Feature	Yes
AOC-9	Storm Water Drainage Ditch	Yes
AOC-10	Lower Level Loading Area	No
AOC-11	Upper Level Loading Area	No
AOC-12	Drum Storage Area DS-2	Yes
AOC-13	Drum Storage Area DS-3	No
AOC-14	Drum Storage Area DS-4	No
AOC-15	Drum Storage Area DS-5	No
AOC-16	Drum Storage Area DS-6	No
AOC-17	Drum Storage Area DS-7	No
AOC-18	Exterior Dumpsters/Compactors	No
AOC-19	Chemical Storage Area CS-1	No
AOC-20	Chemical Storage Area CS-2	No
AOC-21	Chemical Storage Area CS-3	No
AOC-22	Upper Level Warehouse Conduit Trench	No
AOC-23	Lower Level Process Sink	No
AOC-24	Upper Level Process Sink	No
AOC-25	Air Compressor System C-2	No
AOC-26	Spray Booth	No

The general location of these AOCs is presented on Figure 2.

**Task 1B – Main Hangar Sampling**

A total of 16 AOCs were identified at the Main Hangar during completion of a Preliminary Assessment by GEI. Of those AOCs, only three require sampling, as outlined below and on the attached Table 2.

AOC Number	AOC Description	Warrants Further Investigation
AOC-1	Exterior Drum Storage Area (DS-2)	Yes
AOC-2	Compressor Blowdown Area	Yes
AOC-3	Exterior Concrete Pad	No
AOC-4	Auxiliary Loading Area	No
AOC-5	Interior Drum Storage Area (DS-1)	No
AOC-6	Dumpsters	No
AOC-7	Interior Chemical Storage Area (CS-1)	No
AOC-8	Exterior Chemical Storage Area (CS-2)	Yes
AOC-9	Interior Chemical Storage Area (CS-3)	No
AOC-10	Interior Chemical Storage Area (CS-4)	No
AOC-11	Process Sink	No
AOC-12	Roof Leaders	No
AOC-13	Air Compressor System	No
AOC-14	Former Spray Booth	No
AOC-15	Blast Machine	No
AOC-16	Tool Shop	No

The general location of these AOCs is presented on Figure 3.

**Task 1C – PT-6 Sampling**

A total of 15 AOCs were identified at PT-6 during GEI's Site evaluation. Of those AOCs, 12 require sampling, as outlined below and on the attached Table 3.

It should be noted that a significant amount of remediation and sampling has been historically conducted at PT-6; however only two of the AOCs has received formal NFA approval from NJDEP. In areas where remediation and post-excavation sampling has been historically conducted but a NFA not issued; GEI proposes a reduced number of additional samples to screen the historical remediation due to: 1) absence of analytical data for historical sampling and 2) insufficient parameters for general compliance with the current rules. If the screening sampling results in no exceedances, no further investigation will be required to achieve LSRP Response Action Outcome (RAO) for those AOCs.

AOC Number	AOC Description	Warrants Further Investigation
AOC-1	Former Western UST Area	Yes
AOC-2	Former Eastern Pad Area	Yes
AOC-3	Former Jet Fuel AST Spill Remediation Area	No
AOC-4	Former Eastern UST Area	Yes
AOC-5	Drainage Piping and Outfall	Yes

AOC-6	Exterior Test Cell Area	Yes
AOC-7	Current Facility Air Compressor	Yes
AOC-8	Former Facility Air Compressor	Yes
AOC-9	Former Interior Petroleum Storage Area	Yes
AOC-10	Chemical Storage Shed	Yes
AOC-11	Former Facility Transformer	Yes
AOC-12	Exterior Piping	No
AOC-13	Historical Coal Storage	Yes
AOC-14	Historical Backfill	No
AOC-15	Interior Piping, Pits and Drains	Yes

The general location of these AOCs is presented on Figure 4.

#### **Task 1D – Main Plant Sampling**

A total of 63 AOCs were identified at the Main Plant during GEI's site evaluation. Of those AOCs, 51 require sampling, as outlined on the attached Table 4.

The various AOCs included in the Main Plant include several in which remediation has already occurred (such as the USTs formerly present in the northeastern portion of the facility and the former Varsol tank area) and require a minimal amount of sampling to determine that the remediation was effective. Others (such as the various compressors) have not been previously investigated and require evaluation in order to comply with ISRA and the Technical Requirements and for the LSRP to be able to issue a site-wide RAO at the completion of the project.

Due to the extensive number of AOCs in the Main Plant, a table has not been included in the text of this SOW. Please refer to Table 4 for the full listing of AOCs at the Main Plant.

The general location of these AOCs is presented on Figure 5.

#### **Task 2: Data Reduction, Evaluation and Summary**

This task includes GEI labor to receive and manage the sampling data generated as part of Task 1, including;

- Receipt and evaluation of analytical data packages to insure compliance with the NJDEP's Data of Known Quality (DKQ) requirements;
- Incorporation of the data into the project database and geographical information system (GIS) mapping;
- Evaluation of the data to determine the status of the RI following completion of Task 1;
- Tabulation and production of summary documentation in order to keep the FAFG apprised of the project status and present final data; and
- Develop a SOW for a second RI mobilization, if warranted.

This task also includes the evaluation of using site-specific Impact to Ground Water Soil Screening Levels (IGW SSL) for tetrachloroethene (PCE) and other VOCs at the Site to reduce the amount of soil remediation needed. This evaluation will be conducted using SESOIL/AT123D modelling.

**Task 3: Preparation of Soil RI Report**

Following completion of the RI field sampling and data reduction, the Remedial investigation Report (RIR) for the Site will be prepared. In accordance with N.J.A.C. 7:26E-4.9, the RIR will consist of the following items:

- All general reporting requirements set forth in N.J.A.C. 7:26E-1.6;
- An updated Receptor Evaluation;
- A description of each AOC investigated as part of the RI;
- A technical overview of the RI procedure and results including a detailed description of the extent and nature of contaminants by AOC;
- A determination whether remedial action is required for each AOC; and
- Supporting analytical data tables and figures.

In addition to the foregoing; the following administrative items are required to be submitted with the RIR:

- An online Case Inventory Document (CID);
- An update of the Public Notification requirements (if necessary);
- The Remedial Investigation Report SRRA form; and
- HAZ-SITE electronic deliverable for all RI analytical data.

Note that the proposed soil RI report will include all field investigations and results conducted by GEI as part of this SOW, as well as those conducted by Arcadis from 2009 to 2011 (as these have not previously been submitted to the NJDEP) and any historical sample collection that has not been reported to the NJDEP. All documentation generated as part of this task will be submitted in draft to the FAFG for review and comment prior to finalization. All members of the FAFG will be provided with a final copy of the RIR and supporting forms in electronic format. Note that the SRRA forms submittal accompanying the RIR is required to be certified by the LSRP and the FAFG representative, and the entire submittal must be uploaded through the NJDEP RI online portal.

#### **Task 4: Preparation of Ground Water RI Report**

To update the historical groundwater evaluations completed at the Site in support of ECRA case #E85529, Arcadis conducted comprehensive groundwater sampling events using the existing monitoring well network in 2009 and 2011. Furthermore, they conducted an evaluation of offsite private groundwater withdrawal points in 2013. Also in 2013, in order to supplement the existing well network and complete delineation of the groundwater plume, Arcadis oversaw the installation of 21 monitoring wells. A final comprehensive groundwater sampling event (including the new wells) was completed during the fourth quarter 2013. Based on a review of the results of these investigations, the groundwater plume in the shallow, intermediate and deep water bearing zones appears to be delineated for the principal Site constituents of concern (COCs). None of the Arcadis investigations and groundwater sampling results has been reported to the NJDEP, nor has a draft report been prepared by Arcadis. GEI has received the raw data, field sampling notes, wells logs and other supporting documentation from Arcadis for inclusion in the final RI report.

This task includes compilation of the Arcadis data and preparation of a groundwater RIR. Similar to the soil RIR discussed under Task 3, the groundwater RIR will be prepared in accordance with N.J.A.C. 7:26E-4.9. Furthermore, the RIR will include contour maps detailing flow direction and gradient in the three water bearing zones, iso-concentration maps for the primary contaminants of concern and a discussion on the nature and extent of the groundwater plume.

The Technical Requirements (N.J.A.C. 7:26E-4.3(a)7) require that a Classification Exception Area (CEA) be established with completion of the RI. GEI will conduct the necessary evaluation and prepare the CEA application for submission to the NJDEP. As this is considered an interim CEA (instituted prior to issuance of a RAO) a Remedial Action Permit (RAP) and financial assurance will not be required at this time.

Note that completion of this task assumes that no further groundwater evaluation will be required. It is possible that the results of the soil RI activities will necessitate further groundwater evaluation (e.g. for metals concentrations exceeding Impact to Groundwater Soil Screening Levels or for newly identified soil source areas).

As referenced under Task 3, the draft groundwater RIR will be submitted to the FAFG for review and comment prior to finalization. It is anticipated that the groundwater and soil RIRs will be submitted concurrently using one set of SRRA forms.

#### **Task 5: Ground Water Treatment System Evaluation**

As part of this Task, GEI will work with Terranear PMC on an ongoing basis to review and monitor groundwater treatment system (GWTS) operations to ensure optimal performance and compliance with discharge requirements. As required by law, the LSRP should be aware of and approve all activities associated with Site ground water remediation associated with the ISRA cases for which she was retained. This Task includes the following key elements:

- Review of historical and current New Jersey Pollutant Discharge Elimination System (NJPDES) permit authorizations and recent discharge monitoring reports. The current NJPDES permit for the GWTS was not included in the files from Arcadis or received from the NJDEP following a file review request. A review of the prior permit issued in

1999 and the NJPDES regulations will be completed to assess the requirements for renewal.

- Review of current system operational status, flow rates and influent/effluent analytical data. Performance of basic capture zone calculations to determine approximate groundwater capture area of currently operating extraction wells;
- Review of historical system operations to support the LSRP in her evaluation of current and former ground water flow and contaminant migration pathways;
- Gauging of key monitoring wells following 1-2 weeks of GWTS downtime (to be coordinated and authorized by the LSRP). Generation of groundwater contour maps depicting typical groundwater conditions when the GWTS is operational and when the GWTS is deactivated;
- Review of groundwater contour, influent concentration data and capture zone information to determine if the ongoing operation of the GWTS is warranted or if modifications are required to ensure adequate hydraulic control at the site;
- Review operations and historical data for the LNAPL recovery skimmer in MP-2;
- Routine discussions with GWTS operator;
- Two Site visits per quarter to review system performance and develop recommendations, as necessary, to optimize operation; and
- Approximately 40 hours of time for a grade 5 engineer to address any issues that may arise throughout the year.

The cost for this task assumes that day-to-day operations, sampling and reporting are to be conducted by others. Any costs to prepare a NJPDES discharge to groundwater permit are not included in this SOW. GEI will only incur costs to evaluate the current system operations, make recommendations for modifications, keep the LSRP apprised of system operations and to provide support to the operator and FAFG, as needed. Optimal system operation may result in fewer Site visits and engineering support.

**Task 6: Operations and Maintenance of Air Filtration and Indoor Air Sampling**

This task includes GEI labor and subcontractor services (i.e. laboratory analyses) to conduct the ongoing operation and maintenance (O&M) of the vapor intrusion (VI) mitigation systems located at the Main Plant portion of the Site, as well as the offsite Wheaton Hangar (located at 97 Bogden Boulevard). This task also includes completion of indoor air quality (IAQ) monitoring activities at both locations.

The VI O&M activities are anticipated to include the following:

- Replacement of filter materials in each of five units located onsite and the two located at Wheaton Hangar; and
- Inspection (and repair if warranted) of all units.

The IAQ monitoring will include the following activities:

- Completion of the NJDEP required Building Survey for each building sampled;
- Collection of up to eight IAQ samples at the Main Plant and two samples at Wheaton Hangar. In addition, up to seven ambient outdoor air samples (as required); and
- Sampling data evaluation, preparation of summary documents to disseminate the results to the FAFG and completion and submission of all required forms to the NJDEP and local health department (as required).

**Task 7: LSRP Services, Project Management and Communications**

Time allotted for general project management and LSRP oversight tasks are included in this task. Anticipated services related to this task include LSRP review and comment on RI activities, project administration, and meetings and conference calls with the FAFG, NJDEP and other entities as required.

Specifically this task will include, at a minimum, the following activities:

- Meetings, conference calls and correspondence between LSRP, GEI project team, FAFG, Delaware River Basin Authority (DRBA), NJDEP, Wheaton Hangar and other off-site property owners/operators and other interested parties;
- LSRP management and coordination of the annual Remediation Funding Source (RFS) submittal;
- Coordination with the Delaware River Basin Commission (DRBC) regarding Site occupation, indoor air quality and potential Site visits on an as-needed basis; and
- Response to public notification inquiries, if received.

This task also includes processing and payment of the 2015 Annual Remediation Fee to the NJDEP.

**Costs and Schedule**

The estimated costs to complete the tasks proposed in this SOW are presented on Table 5. A more detailed breakdown of the estimated costs for the RI field activities is presented in Attachment A. Due to the high volume of labor anticipated for completion of the RI and RIR for

both soil and ground water over the next 8 months, GEI has not included an increase in labor rates for this new SOW. The GEI labor rates remain the same as first contracted in 2013.

Task	Cost
Task 1: RI Field Sampling (plus 10% contingency)	\$373,612
Task 2: Data Reduction, Evaluation and Summary	\$25,800
Task 3: Preparation of Soil RI Report	\$31,500
Task 4: Preparation of GW RI Report	\$49,500
Task 5: Ground Water Treatment System Evaluation	\$26,080
Task 6: O&M of Air Filtration and Indoor Air Sampling	\$22,106
Task 7: LSRP Services, PM and Communications	\$49,011
<b>Total</b>	<b>\$574,609</b>
<b>City of Millville's Share at 15%</b>	<b>\$86,191</b>

GEI is prepared to begin immediately upon authorization to proceed in accordance with the existing Professional Services Agreement (PSA). It is anticipated that field activities can commence within two weeks of approval to proceed from the FAFG, pending contractor availability.

Thank you for the opportunity to provide continued environmental consulting services to the FAFG. Please do not hesitate to contact me at 856-291-5666 if you have any questions or require additional information.

Sincerely,

GEI CONSULTANTS, INC.



Kathleen F. Stetser, PG, LSRP Senior Practice Leader

The City of Millville hereby authorizes GEI to perform the tasks presented herein in accordance with the PSA dated June 18, 2013.

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Name / Title

KFS/lst  
Enclosure

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 Current Budget Year can be certified. The below contract amount is contingent upon sufficient funds being appropriated in the 2016 Current Year Budget.

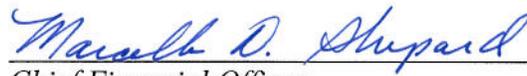
Resolution Date: 04/5/16

Resolution Number: A

Boucher & James, Inc. Consulting Engineers,  
Fountainville Professional Building,  
1456 Ferry Road, Building 500,  
Doylestown, PA 18901

Contract: Consulting Engineering Firm to assist the Municipality with the development of a solar energy system for the Municipal Complex at 15th Street.

<u>Account Number</u>	<u>Amount</u>	<u>Department Description</u>
6-01-26-310-118-398	\$ 10,000.00	Buildings & Grounds - Other Expenses

  
\_\_\_\_\_  
Chief Financial Officer

CITY OF MILLVILLE  
COUNTY OF CUMBERLAND  
STATE OF NEW JERSEY

RESOLUTION NO.

WHEREAS, the Municipality desires to retain Boucher & James, Inc. Consulting Engineers to perform professional services as Consultant Engineer for the Municipality in connection with a solar energy project at the Municipal Complex on 15<sup>th</sup> Street as provided in 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 because the consideration being paid to Consultant shall not exceed \$10,000.00; and

WHEREAS, the anticipated term of this Contract is one year commencing on April 5, 2016; and

WHEREAS, the Chief Financial Officer has certified the availability of funds.

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

1. The Professional Service Contract is hereby approved in an amount not to exceed \$10,000.
2. The Mayor and City Clerk are hereby authorized to execute the agreement.
3. The Agreement covers the period from April 5, 2016 through April 4, 2017.
4. This Agreement is awarded as a Professional Service Contract through a non-fair and open process pursuant to Millville City Code ¶ 2-54.3.

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 April, 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 Boucher & James, Inc. Consulting Engineers, Fountainville Professional Building, 1456 Ferry Road, Building 500, Doylestown, PA 18901, hereinafter referred to as Consultant.

### **ARTICLE 1. PURPOSE OF AGREEMENT**

The Municipality desires to appoint a Consulting Engineering Firm to assist the Municipality with the development of a solar energy system for the Municipal Complex at 15th Street.

### **ARTICLE II. SCOPE OF SERVICES**

The Consultant shall design a conceptional layout for an on-site solar energy system at the Municipal Complex on 15<sup>th</sup> Street and further shall develop a Request for Proposal (RFP) for the purpose of soliciting proposals from qualified contractors to design, fabricate, deliver and install, operate and maintain a rooftop or ground mounted solar photovoltaic electric generating system under a Power Purchase Agreement (PPA). The scope of services set forth in Consultant's proposal dated December 4, 2015 is hereby incorporated herein by reference thereto.

### **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 or negotiations 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 not to exceed \$10,000.00 to be billed at the rates set forth in Consultant's 2015 Millville, N.J. Rate Schedule attached to its aforesaid proposal dated December 4, 2015. Billing likely to exceed said amount shall require further authorization.

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**

This contract has been awarded to the Consultant under a Non-Fair and Open process as a professional services contract. Attachment C containing Non-Fair and Open Contract Contribution Prohibition Language is incorporated herein. The

Municipality has in this case chosen to award this contract under a non-fair and open process as is permitted by City Code § 2-64.3 based upon the fact that the contract price shall not exceed \$10,000.00.

## **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 twelve months from April 5, 2016 through April 4, 2017.

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: \_\_\_\_\_  
Boucher & James, Inc.  
Consulting Engineers

**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 (\$2,000,000.00) dollars.

D. Automobile Liability. A minimum of one million (\$1,000,000.00) dollars combined single limit of Bodily Injury and Property Damage Liability. Municipality shall be name 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.



**Boucher & James, Inc.**  
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY

INNOVATIVE ENGINEERING

Fountainville Professional Building  
1456 Ferry Road, Building 500  
Doylestown, PA 18901  
215-345-9400  
Fax 215-345-9401

2738 Rimrock Drive  
Stroudsburg, PA 18360  
570-629-0300  
Fax 570-629-0306

559 Main Street, Suite 230  
Bethlehem, PA 18018  
610-419-9407  
Fax 610-419-9408

[www.bjengineers.com](http://www.bjengineers.com)

December 4, 2015

Michael McDowell, Manager of Public Property  
P.O. Box 609  
Millville, NJ 08332

**SUBJECT: SOLAR PV CONSULTING  
PROPOSAL NO. P156762**

Dear Mr. McDowell:

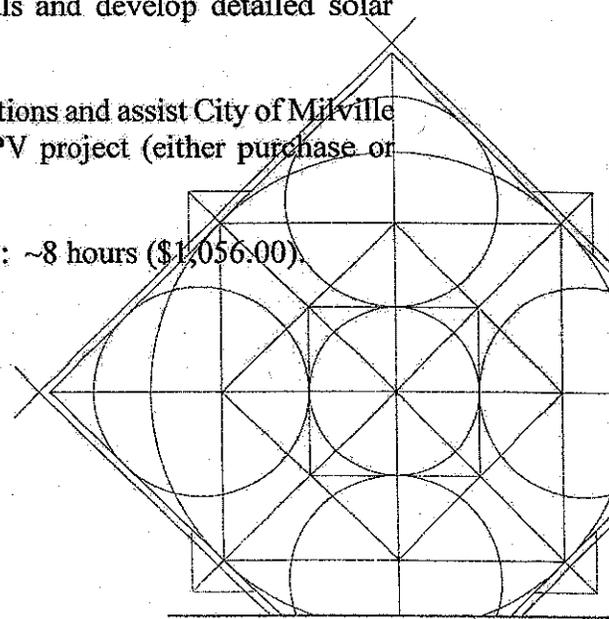
Thank you for once again contacting **Boucher & James, Inc.** for your solar PV consulting service needs.

**I. PROJECT OBJECTIVE**

**Boucher & James, Inc.** will provide engineering, design, consulting, and RFP evaluation support for Millville's Solar PV Project.

**II. SCOPE OF SERVICES**

- A.** **Boucher & James, Inc.** will meet with city officials to establish basic design principals and objectives for a Solar PV project at the Millville, NJ facility. This includes providing Preliminary Solar PV analysis to include review of City of Millville electrical usage and projected usage at new facility, survey of available Solar PV sites, and preparation of a preliminary design and cost estimate: ~32 hours (\$4,224.00).
- B.** Present preliminary findings to city officials and develop detailed solar plan: ~8 hours (\$1,056.00)
- C.** Prepare detailed Solar PV technical specifications and assist City of Millville in preparing and issuing RFP for a Solar PV project (either purchase or PPA): ~24 hours (\$3,168.00).
- D.** Guide Millville in evaluating RFP responses: ~8 hours (\$1,056.00).
- E.** Travel miles and contingency: \$500.00



### III. CONDITIONS OF SERVICE

- A. Invoices will be submitted on a time and materials basis with prior approval from the City of Milville to proceed with each individual item outlined in Item II. SCOPE OF SERVICES. Contract may be terminated by the city with written notice to **Boucher & James, Inc.** at the completion of each Scope Phase (A-E).
- B. This proposal is for completing the Scope of Services outlined in II. SCOPE OF SERVICES (A-E) which includes travel miles and contingency of \$500.00 for a total contract Not to Exceed price of \$10,000.00.

### IV. COMPENSATION FOR SERVICES

The fees for Solar PV consulting services as specified in Item II. SCOPE OF SERVICES will be at the City of Milville's negotiated rate for services, as follows:

\$132.00/hr. for consulting services by Paul Stepanoff, P.E. (Engineer I)

All other services will be billed per attached standard 2015 **Boucher & James, Inc.** rates as per the attached rate schedule. Reimbursable expenses to be billed with a 15% administrative processing fee.

The proposed quote herein will remain effective for sixty (60) days from the date of this letter. As the project progresses, information revealed may require changes that could affect the scope of work and the associated cost. Additional services beyond the above Item II. SCOPE OF SERVICES and/or called for by the client, as ordered and authorized will be invoiced for a fee negotiated and agreed upon after the scope has been defined; or, at an applied hourly rate basis according to our Standard Rate Schedule currently in effect at the time the work is performed (schedule enclosed).

Time spent attending additional meetings (above and beyond those meetings included in this proposal) will be invoiced at an applied time rate basis according to our Standard Rate Schedule. Reproductions and incidental expenses will be invoiced in addition to our professional fees. This proposal is submitted with the understanding that all fees for applications and permits will be paid by the owner.

Insurance coverages and limitations are expressed in our attached Certificate of Insurance. If you require additional insurance provisions, an additional cost will be added to our Compensation for Services.

V. METHOD OF PAYMENT

Invoices will be issued on an approximate monthly basis or upon completion of the work. These invoices will become due and payable within thirty (30) days of date issued. Invoices outstanding for more than thirty (30) days will be subject to a 1.5% service charge per month. **Boucher & James, Inc.** must be notified in writing within fifteen (15) working days upon receipt of an invoice of any disputed invoice charges. Any disputed billing claims arising after the fifteen (15) day time frame will be the responsibility of the client to pay in full. If your account is referred for collection, you will be responsible for collection fees in the amount of 33.33% of the outstanding balance, court costs and reasonable attorney fees.

If the client fails to make payments when due, **Boucher & James, Inc.** reserves the right to suspend performance of services. Such suspension of services shall not be deemed to cause a breach of contract by **Boucher & James, Inc.** and **Boucher & James, Inc.** shall have no liability whatsoever to the client for any costs or damages as a result of such suspension.

Please submit signed copy of this letter to initiate work outlined in Item II. SCOPE OF SERVICES.

Thank you for your consideration on this project. We look forward to working with you on this and future projects.

Sincerely,



Paul R. Stepanoff, P.E.  
Director of Environmental Services

PRS/bpa

Enclosure(s)

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

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

Authorized Signature

**BOUCHER & JAMES, INC.**  
**2015 MILLVILLE, NJ RATE SCHEDULE**

<u>Staff Type</u>	<u>Per Hour</u>
101 Engineer I	\$ 132.00
102 Engineer II	\$ 122.00
103 Engineer III	\$ 116.00
104 Engineer IV	\$ 110.00
141 Designer - I	\$ 110.00
142 Designer - II	\$ 91.00
143 Designer - III	\$ 84.00
151 CAD Operator - I	\$ 86.00
152 CAD Operator - II	\$ 79.00
153 CAD Operator - III	\$ 72.00
160 Draftsperson	\$ 67.00
200 Chief Surveyor	\$ 122.00
201 Surveyor	\$ 110.00
211 Survey Technician - I	\$ 91.00
212 Survey Technician - II	\$ 84.00
213 Survey Technician - III	\$ 75.00
215 Technician	\$ 60.00
232 Survey Crew - 2 man	\$ 152.00
233 Survey Crew - 3 man	\$ 208.00
234 Survey Crew w/Robotics	\$ 94.00
242 Survey Crew w/Director - 2 man	\$ 186.00
243 Survey Crew w/Director - 3 man	\$ 240.00
251 Party Chief I	\$ 98.00
252 Party Chief II	\$ 80.00
253 Party Chief III	\$ 63.00
401 Planner/Landscape Architect I	\$ 134.00
402 Planner/Landscape Architect II	\$ 122.00
411 Planner/Designer I	\$ 101.00
412 Planner/Designer II	\$ 92.00
413 Planner/Designer III	\$ 84.00
500 Construction Coordinator	\$ 91.00
501 Construction Observer I	\$ 79.00
502 Construction Observer II	\$ 72.00
505 Chief Construction Observer	\$ 86.00
600 Environmental Hydrogeologist	\$ 121.00
610 Environmental Scientist	\$ 110.00
630 Environmental Technician	\$ 79.00
901 Principal	\$ 159.00
920 Administrative Assistant	\$ 64.00
921 Administrative Construction Coordinator	\$ 68.00
923 Project Coordinator	\$ 90.00
922 Project Administrator	\$ 116.00

**RESOLUTION NO \_\_\_\_\_**

WHEREAS, the City of Millville and the Millville Firemen's Mutual Benevolent Association have come to an Agreement concerning the conditions of employment for the years 2016 through 2019 as a result of negotiations, which has been reduced to a written agreement; and

WHEREAS, a copy of said Agreement is on file in the Office of the City Clerk.

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

1. That said Agreement between the City of Millville and the Millville Firemen's Mutual Benevolent Association is hereby ratified and approved.
2. That the Director of Public Safety and the City Clerk are hereby authorized to execute said Agreement.

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 on \_\_\_\_\_.

\_\_\_\_\_  
Susan G. Robostello, City Clerk

**CITY OF MILLVILLE  
AND  
F.M.B.A. LOCAL 63**

**MEMORANDUM OF AGREEMENT.**

The City of Millville and FMBA Local 63 (the FMBA) have tentatively agreed that the following modifications shall be made to the current collective bargaining agreement between the parties which expired December 31, 2015.

**1. PREAMBLE**

Change date.

**2. ARTICLE ONE entitled PURPOSE**

No change.

**3. ARTICLE TWO entitled RECOGNITION**

The City accepts the FMBA's proposal to replace reference from "Department of Personnel" to "Civil Service Commission"

**4. ARTICLE THREE entitled MANAGEMENT RIGHTS**

No change.

**5. ARTICLE FOUR entitled NO STRIKE**

No change.

**6. ARTICLE FIVE entitled GRIEVANCE PROCEDURE**

Grievance Article to be revised as attached.

**7. ARTICLE SIX entitled SALARIES**

Shall be revised as attached.

Employees shall be paid in accordance with Exhibit "B" attached which shall be signed by each party but shall not be made a part of the final Agreement.

**8. ARTICLE SEVEN entitled LONGEVITY**

Longevity is frozen for all current employees at amount being paid on December 31, 2015. No employee hired after January 1, 2012 shall receive Longevity.

9. **ARTICLE EIGHT** entitled **HOURS AND OVERTIME:**

Shall be subject to review including, but not limited to, the following revisions:

Section 2(b), first paragraph revised to read as follows:

(b) If a bargaining unit member is recalled to duty for a working fire or other emergency, they shall be entitled to receive overtime pay for all hours worked. The minimum shall be ~~three (3) hours~~ one (1) hour and then hour for hour until the incident is terminated or released by the Chief.

Section 4 shall be revised to read as follows:

“In the event that an employee is called to duty when he/she otherwise would have been off duty, he/she shall be compensated in accordance with Section 2 above, and the City guarantees that said Employee shall receive a minimum of ~~three (3) hours~~ one (1) hour pay. The minimum ~~three (3)~~ one (1) hour guarantee does not apply to an early call in preceding the regular shift when said Employee continues to work into said shift or to hold over after a regularly scheduled shift.”

Section 6 – No change.

Section 7 to be revised as follows:

“The City may establish a separate tour of duty consisting of an eight (8) hour day/forty (40) hour week period. The hours will start either at 8 a.m. or 9 a.m. so that the 8 hour day will either be 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m., which may be scheduled on any five consecutive days of the seven day work period. The starting time may be changed on 14 days notice in writing to employee and to Local 63 so that it is either 8 a.m. or 9 a.m. Selection for assignment to this tour shall be subject to ~~negotiations and agreement by both parties~~ discussions. ~~In the event the parties cannot agree as to the establishment of a separate tour of duty, the City may nevertheless proceed to implement the new Work Schedule and the unresolved issues may be presented through the grievance procedure including arbitration under the rules of the Public Employment Relations Commission.~~ In the event no understanding can be reached, then the assignment of personnel shall be determined by the City. Every effort shall be made by the City not to change an employee’s normal assignments to a Platoon/Shift including, the change to or from an eight (8) hour shift to or from a twenty-four (24) hour shift, except upon nineteen (19) days prior notice.

(b) All time off in contract for eight (8) hour shift worker to be subject to modification as follows:

- a. Personal Days – three (3) personal days
- b. Death in the Family – three (3) days off

c. Vacations:	
Length of Service	Number of Hours
Beginning 1 <sup>st</sup> year	8 hours per full month employed
Beginning of 2 <sup>nd</sup> – 9 <sup>th</sup> year	120 hours annually
Beginning of 10 <sup>th</sup> – 14 <sup>th</sup> year	160 hours annually
Beginning of 15 <sup>th</sup> – 19 <sup>th</sup> year	200 hours annually
Beginning of 20+ years	240 hours annually

Section 8

Revise to provide acting pay is \$1.64 per hour in addition to employee’s regular hourly rate of pay.

**10. ARTICLE NINE entitled RETENTION OF BENEFITS**

Shall be revised to read as follows:

“With respect to matters not covered by this Agreement, except for changes provided for by law, the City will not seek to diminish or impair during the term of this Agreement, any benefit, privilege provided by law, rule or regulation for employees without prior notice to the Association, and when appropriate, without negotiations with the Association, provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.”

**11. ARTICLE TEN entitled LEGAL AID**

No change.

**12. ARTICLE ELEVEN entitled DISCRIMINATION OR COERCION**

No change.

**13. ARTICLE TWELVE entitled SAVINGS CLAUSE**

No change.

**14. ARTICLE THIRTEEN entitled ADMINISTRATIVE DAYS OFF**

Revise Section 1 to read as follows:

“Section 1.

All employees shall receive forty-eight (48) hours of duty time off per year which may be used by said employee for any reason. These personal hours of duty off may be taken by the employee on an hour for hour basis, however, all such personal hours off are subject to prior approval as established by policies of the Millville Fire Department so as to not interfere

with the operation of the Department. These personal hours of duty time off are not cumulative and must be used in the calendar year or are forfeited. New employees will have these personal hours of duty time off pro-rated according to the time employed at the rate of six (6) hours for each three (3) months of completed service.

**15. ARTICLE FOURTEEN entitled HEALTH BENEFIT PROGRAM.**

Shall be revised as attached.

**16. ARTICLE FIFTEEN entitled VACATIONS**

Add the following to Section A:

Employees hired on or after January 1, 2016 shall be granted annual vacation leave as follows:

Length of Service	Tour of Duty
1 <sup>st</sup> year	1 tour every 3 months
2 <sup>nd</sup> – 9 <sup>th</sup> year	7 tours
10 <sup>th</sup> – 14 <sup>th</sup> year	9 tours
15 <sup>th</sup> – 19 <sup>th</sup> year	10 tours
20+ years	12 tours

A tour of duty is a scheduled work period presently consisting of a 24 hour period.

**17. ARTICLE SIXTEEN entitled SCHOOLING**

No change.

**18. ARTICLE SEVENTEEN entitled SICK AND INJURY LEAVE**

No change.

**19. ARTICLE EIGHTEEN entitled UNIFORM AND CLOTHING MAINTENANCE ALLOWANCE**

No change.

**20. ARTICLE NINETEEN entitled COURT APPEARANCES**

No change.

**21. ARTICLE TWENTY entitled ASSOCIATION RIGHTS**

Shall be revised to read as follows:

“The FMBA State Delegate or his/her designee may be excused to attend

State meetings of the New Jersey State FMBA with reasonable prior notice to and subject to the approval of the Fire Chief or his designee. The Delegate shall be excused for only the period of time necessary to attend the State meeting which may be less than a full tour of duty.”

**22. ARTICLE TWENTY-ONE entitled MISCELLANEOUS**

Add new Section 5 to provide as follows:  
Section 5 – Suspension Days

When an employee is suspended for a number of “days”, one day shall equal eight (8) hours for the purposes of calculating the hours of “non-payment”. For example, an employee who receives a two day suspension shall forfeit sixteen (16) hours of pay. This definition of “day” as an eight (8) hour increment shall only apply in calculating suspension days.

**23. ARTICLE TWENTY-TWO entitled PRORATION OF BENEFITS**

Revise paragraph 3 to read as follows:

3. Suspensions. No paid time off or any other compensation provided for in this Agreement shall accrue during an employee’s suspension.

Revise paragraph 4 to read as follows:

4. Leave of Absence Without Pay. No paid time off or any other compensation provided for in this Agreement shall accrue during an employee’s leave of absence without pay.

**24. ARTICLE TWENTY-THREE entitled FAIR LABOR STANDARDS ACT**

No change.

**25. ARTICLE TWENTY-FOUR entitled LABOR MANAGEMENT COMMITTEE**

No change.

**26. ARTICLE TWENTY-FIVE entitled BULLETIN BOARD**

No change.

**27. ARTICLE TWENTY-SIX entitled DURATION OF AGREEMENT**

Revise dates for term to be January 1, 2016 through December 31, 2019.

**28. No other changes.**

This Memorandum of Agreement is subject to the approval of the City Commission of the City of Millville and ratification of the bargaining unit members of the FMBA. The bargaining committees of the City and the FMBA agree to recommend approval to their respective bodies.

CITY OF MILLVILLE

FMBA LOCAL 63

\_\_\_\_\_  
\_\_\_\_\_  
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**ARTICLE FIVE  
GRIEVANCE PROCEDURE**

**Section 1**

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

**Step 1.** The employee shall submit his/her grievance in writing within ten (10) ~~calendar~~ business days after the occurrence of the grievance, in duplicate, to the Association Representative, who in turn shall forthwith file one (1) copy with the Fire Chief and said Employee and Association Representative shall forthwith attempt to settle the matter of the grievance with said Fire Chief. Failure to file his/her grievance in writing as aforesaid shall bar the Employee from any right to proceed further with any grievance. A decision thereon shall be rendered in writing by the Fire Chief within ten (10) business days after receipt of the grievance.

If the grievance is filed in writing as hereinabove provided, and the matter taken up between the Employee and Association Representative and the Fire Chief fails to produce amicable settlement of the matter, the grievance shall then proceed to Step 2.

**Step 2.** If no adjustment has been reached at Step 1, then within ~~seven (7)~~ calendar ~~ten (10) business~~ days after the conclusion of Step 1, the Association Representative shall take the matter up with the City Administrator and every effort shall be made to reach a mutually satisfactory solution. A decision thereon shall be rendered by the City Administrator within ten (10) business days after receipt of the grievance.

**Step 3.** If no solution can be reached, the Association Representative shall

within ~~seven (7) calendar~~ ten (10)-business days immediately following the disposition of the grievance at Step 2, take the matter up with the Director of Public Safety in an endeavor to adjust it amicably. A decision thereon shall be rendered by the Director of Public Safety, in writing, within fifteen (15) business days after receipt of the grievance.

**Step 4.** In the event the grievance is not resolved at Step 3, either party may, within 20 business days, refer the matter to impartial binding arbitration.

~~The parties agree that there shall be a written answer to each Step within seven (7) days or t~~The failure to answer will be deemed a denial and the grievance can proceed to the next Step. Failure to refer the matter to the next step within the time frames set forth above shall be deemed to be an acceptance of the determination and an abandonment of the grievance. except for answer at Step 3 where the Director of Public Safety shall have 15 business days to answer.

Either party wishing to remove a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Association and the City. ~~If the City and the Association cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator.~~ The selection of the arbitrator shall be in accordance with the procedures set forth by the rules and regulations of the Public Employment Relations Commission The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the ~~Department of Personnel-Civil Service Commission~~ of the State of New Jersey which might be pertinent, and render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and the

Association unless the Association elects to withdraw the grievance, in which case any fees of the arbitrator shall be borne by the Association. In the event of a settlement of the grievance after the filing for arbitration but before the arbitration takes place, any arbitrator fees incurred will be incorporated in the settlement of the grievance as will be determined by the parties. Any representative or officer of the Association required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

The Arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other.

The Arbitrator shall have no authority to add to, detract from, alter, amend, modify any provision of this Agreement or impose on any party thereto to a limitation or obligation not provided in this Agreement.

Only the City or the Association may remove and present a grievance to arbitration.

The settlement or other disposition of any grievance prior to arbitration shall be subject to review and approval of a designated committee established by the governing body which shall include the Fire Chief or his/her designee so as to assure compliance with City Policy and/or philosophy.

## Section 2

For the purposes of this Article, a "business day" shall be defined as any day that is not Saturday, Sunday or a state or federal holiday.

**ARTICLE SIX  
SALARIES**

(a) Effective January 1, 2016, a new wage guide shall be in effect for all employees. The new wage guide is attached hereto as Exhibit "A".

(b) Effective January 1, 2016, all employees at the Captain's step of the old wage guide shall move to the Captain's step of the new wage guide. This movement provides for a one (1.0%) percent wage increase.

(c) Effective January 1, 2016, all employees at Step 14 of the old wage guide (the top step) shall be placed at Step 20 of the new wage guide. This movement provides for a one (1.0%) percent wage increase.

(d) For calendar year 2016, all other employees shall move to the new wage guide on his/her anniversary date to the step closest to, but not less than, the employee's current base salary. No other increase shall be given for 2016.

(f) Effective January 1, 2017, Step 20 and the Captain's Step only will be increased by one (1.25%) percent. The rest of the wage guide shall be increased by three-quarters (0.75%) of a percent. Any employee eligible to move on the wage guide shall advance one step on said employee's anniversary date but shall receive no other increase.

(g) Effective January 1, 2018, Step 20 and the Captain's Step only will be increased by one and one half (1.5%) percent. The rest of the wage guide shall be increased by one (1.0%) percent. Any employee eligible to move on the wage guide shall advance one step on said employee's anniversary date but shall receive no other increase.

(h) Effective January 1, 2019, Step 20 and the Captain's Step only will be increased by one and one half (1.5%) percent. The rest of the wage guide shall be increased by one (1.0%) percent. Any employee eligible to move on the wage guide shall advance once step on said employee's anniversary date but shall receive no other increase.

(i) The City may elect to complete payment of salaries bi-weekly and further the City may elect to complete payment of salaries by direct deposit, in which event, upon request each employee shall provide "direct deposit" wiring instructions to the City's designated agent.

(d) Any eligible member performing inspections shall receive a stipend of \$1,860.00 in addition to his/her normal salary. The Fire Prevention Specialist stipend is earned by the employee on a pro-rated basis upon the time actually worked during a calendar year.

(e) Pay increases shall only apply to employees who remain employed by the City when the contract is signed, with the exception of employees who retired.

EXHIBIT “A”

	2016	2017	2018	2019
Step 1	\$ 32,167	\$ 32,408	\$ 32,732	\$ 33,059
Step 2	\$ 34,537	\$ 34,796	\$ 35,144	\$ 35,495
Step 3	\$ 36,907	\$ 37,183	\$ 37,555	\$ 37,931
Step 4	\$ 39,277	\$ 39,571	\$ 39,967	\$ 40,367
Step 5	\$ 41,647	\$ 41,959	\$ 42,379	\$ 42,802
Step 6	\$ 44,017	\$ 44,347	\$ 44,790	\$ 45,238
Step 7	\$ 46,387	\$ 46,735	\$ 47,202	\$ 47,674
Step 8	\$ 48,757	\$ 49,122	\$ 49,614	\$ 50,110
Step 9	\$ 51,127	\$ 51,510	\$ 52,025	\$ 52,545
Step 10	\$ 53,497	\$ 53,898	\$ 54,437	\$ 54,981
Step 11	\$ 55,867	\$ 56,286	\$ 56,848	\$ 57,417
Step 12	\$ 58,237	\$ 58,673	\$ 59,260	\$ 59,853
Step 13	\$ 60,607	\$ 61,061	\$ 61,672	\$ 62,288
Step 14	\$ 62,977	\$ 63,449	\$ 64,083	\$ 64,724
Step 15	\$ 65,347	\$ 65,837	\$ 66,495	\$ 67,160
Step 16	\$ 67,717	\$ 68,224	\$ 68,907	\$ 69,596
Step 17	\$ 70,087	\$ 70,612	\$ 71,318	\$ 72,032
Step 18	\$ 72,457	\$ 73,000	\$ 73,730	\$ 74,467
Step 19	\$ 74,827	\$ 75,388	\$ 76,142	\$ 76,903
<b>Step 20</b>	<b>\$ 77,192</b>	<b>\$ 78,157</b>	<b>\$ 79,329</b>	<b>\$ 80,519</b>
<b>CAPTAIN</b>	<b>\$ 81,745</b>	<b>\$ 82,767</b>	<b>\$ 84,009</b>	<b>\$ 85,269</b>

**ARTICLE FOURTEEN**  
**HEALTH BENEFIT PROGRAM**

**Section 1. Health Insurance**

The City shall provide comprehensive medical and health insurance for all members of the bargaining unit through the New Jersey State Health Benefits Plan, under the terms of the plan as it exists or as modified by the New Jersey State Health Benefits Plan (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Plan, for all employees and eligible dependents covered by this Agreement. Employees shall only be permitted to enroll in the type of coverage for which the employee is eligible. Effective January 1, 2016, or as soon thereafter as is practicable, the base plan to be offered to employees by the City shall be the Direct 15 Plan. The City shall continue to offer the Direct 10 Plan as well as others available through the SHBP. If the employee selects a plan with a higher premium cost than the Direct 15 Plan, the difference in such premium shall be borne by the employee in equal payments through payroll deductions.

**Section 2. Prescription Plan.** The City ~~shall provide~~ presently provides a Co-Pay Prescription Plan for employees and dependents through ~~the New Jersey State Health Benefits Plan Benecard.~~ The co-payments shall be determined by the New Jersey State Health Benefits Plan and may be subject to future changes to reflect the then applicable NJSHBP Plan prescription co-pays. The City reserves the right to provide prescription coverage through the New Jersey State Health Benefits Plan, Benecard or any other carrier subject to the provisions of Section 5 of this Article.

In the event the City changes the provider of its Prescription Plan to a carrier other than the New Jersey State Health Benefits Plan or Benecard, the Prescription Co-Pays (including Specialty Pharmaceuticals) other than Prescription Drugs dispensed by a Mail-Order Pharmacy shall become the following:

- a. A \$10.00 co-payment is required for Generic Prescription Drugs.

b. A \$20.00 co-payment is required for Brand Name Prescription Drugs.

Co-Payments for Prescription Drugs dispensed by a Mail-Order Pharmacy:

a. A \$10.00 co-payment is required for Generic Prescription Drugs.

b. A \$20.00 co-payment is required for Brand Name Prescription Drugs.

All benefits under the Prescription Drug Program are subject to the terms of the Group Policy.

**Section 3. Eye Care Plan** The City shall provide the United Healthcare Vision Plan Program for the employee and his/her eligible dependents. The Employer reserves the right to substitute an optical plan with substantially similar benefits.

**Section 4. Dental Care** - The Employer shall provide a Dental Insurance Program, which includes all of the benefits which are currently included in the Dental Insurance Program, at the date of this Agreement, for the employee and his family. Said dental program shall provide coverage for orthodontia care for employees and their eligible dependents in accordance with existing practice. The orthodontia payment shall be limited to \$3,000 per person, in accordance with the dental plan.

As soon as practical after ratification of this Agreement, the City's Dental Plan shall provide for coverage for white dental fillings. Also at that time, the City's Dental Plan will provide a maximum benefit of \$3,000 per person, per year.

**Section 5 Change in Plans and Providers.** The City may, at its option, change any of the existing insurance plans or carriers providing such benefits under Sections 1, 2, 3 and 4 above, so long as substantially similar benefits are provided to the employees and their dependents. The City further reserves the right, at its option, to self-insure any of the plans or coverages so long as substantially similar benefits are provided to the employees and their dependents. Prior notice must be made to the Union of any change.

**Section 6. Cost Contribution.**

All employees shall pay a cost contribution for Health Insurance Plan coverages according to the provisions of P.L. 2011, Chapter 78, Pension and Health Benefit Reform

Law adopted June 28, 2011 or \$600 for single coverage or \$1,100 for all other coverage (i.e., Parent/child, Adult/Family) whichever is greater as a cost contribution for their health benefits. Payment shall be made by the way of withholdings from each employee's payroll checks.

**Section 7. Coverage on Assignment**

Any employee attending an assigned school within or outside the State of New Jersey or on duty outside the State of New Jersey shall be entitled to the same health benefit program or worker's compensation coverage in the normal course of duty. Any firefighter responding to a call at any time, whether on duty or not at the time, shall be covered as if on duty for purposes of the health benefit program and worker's compensation, or any other benefits provided to those injured on duty.

**Section 8. Retiree Health Benefits**

Upon an employee's retirement (after he/she has had twenty-five (25) years of service with the City of Millville or who retired on a State approved disability pension based on fewer years of service credit) he or she and his/her spouse and dependents shall be entitled to receive all of the then health care benefits provided by the employer, at the expense of the employer, for the shorter of the following periods:

- (a) maximum of twelve (12) years;
- (b) when said retired employee obtains full time permanent employment having comparable health benefits (once the job is obtained, the benefits permanently terminate, even if the new employment terminates within the twelve (12) years);
- (c) when the retired employee becomes eligible for Medicare (age 65).

The coverages that retirees receive are the same health care benefits being received by the active current employees of the City NOT the benefits which were in effect when they retired and are subject to the deductibles and co-payments required under the then active employees' existing plan. In addition, the existing retirees shall continue to pay to the City the Cost Contribution which was in effect when the employee retired. Employees who retire after the enactment of P.L. 2011, Chapter 78, Pension and Health Reform Law, adopted June 28, 2011, will make cost contributions pursuant to said law. Except that employees with 20 or more years of service credit in a state or locally administered retirement system as of June 28, 2011, shall pay a cost contribution as follows:

The City agrees to pay 100% of the costs of Retiree Health Benefits for the individual retiree only (i.e. Single Person Coverage) Retirees may elect to secure health

benefit insurance coverage for an eligible spouse and/or dependents (i.e., Husband/Wife, Parent/Child or Family Coverage) but shall be responsible to pay Six Hundred (\$600.00) Dollars plus ten (10%) percent of the annual increase in the health insurance premium for the selected coverage over the annual premium cost for the selected coverage paid by the City for the preceding year, commencing with year 2007 as the base year and then each year thereafter, subject to a maximum contribution of Eleven Hundred (\$1,100) Dollars per annum.

For the purposes of this Agreement, the 2007 base year shall mean the premium cost for premiums paid by the City using the health benefit contract period ending February 28, 2008. Future increases shall be based on the premium increases in future health benefit contract periods. A Retiree's payments for his/her cost for providing the health insurance plans which covers the Retiree's eligible spouse and/or dependent(s) (i.e., Husband/Wife, Parent/Child, or Family Coverage) will be invoiced to the Retiree on a monthly basis.

The above coverages pertain to the employee and are provided so long as the employee remains eligible for extended coverage as provided above. In the event the employee dies, coverage shall continue for the retiree's spouse and dependents for the remainder of the twelve (12) year period unless the spouse re-marries or obtains employment with comparable health benefits in which event coverage shall terminate.

### **Section 9. Opt-Out**

New Jersey law provides that a municipality may allow an employee as a dependent by a spouse's employer to waive health benefits coverage. The decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.

Consistent with the provisions of the applicable law, the City is willing to adopt an Opt-Out Payment Plan as follows:

Employees enrolled in the health insurance coverage plan provided in Article 13 Section 1 may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Employees who waive all coverage shall receive an annual payment in the amount of twenty-five (25%) percent of the applicable premium for the insurance plan or Three Thousand Dollars (\$3,000) per annum whichever is less, in lieu of the insurance, based on the number of months that the insurance was waived during the year. Payment shall be in the amount of twenty-five (25%) percent of the applicable premium, or Three Thousand (\$3,000) dollars, whichever is less. Checks for opting out will

be issued quarterly.

An employee who waives coverage shall be permitted to resume coverage by making an application for coverage during an open enrollment period in accordance with the provisions of the State Health Benefits Program.

Further, an employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the employer, which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall notify the employer in writing and file a declaration with the division, in such form as the director of the division shall prescribe, that the waiver is revoked.

In the event a husband and wife are both employed by the City, neither spouse shall be eligible for an “opt-out” waiver payment. Likewise if the employee’s spouse receives health care benefits through the State Health Benefits Plan, the employee shall not be eligible for the “opt-out” waiver payment.

Further in accordance with the provisions of the applicable law which provides that the decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining, the City maintains the right to terminate, revise and modify the Opt-Out Payment Plan set forth herein.

**CITY OF MILLVILLE  
COUNTY OF CUMBERLAND  
STATE OF NEW JERSEY  
RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Millville is the owner of a 2014 JOHN DEEREZ425 Eztrak Residential Zero-Turn-Radius Mower with a 54 inch Edge deck; and

**WHEREAS**, Cal Ripken League, desires to lease the aforesaid property from the City of Millville for a term of five (5) seasons; and

**WHEREAS**, the City Attorney has prepared a Lease Agreement between the parties setting forth the terms and conditions of the Lease, which agreement is on file in the office of the City Clerk; and

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

1. The lease Agreement is hereby approved for a term of five seasons beginning April 1, 2016 and ending November 30, 2020.
2. The Mayor and City Clerk are hereby authorized to execute same.

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 held \_\_\_\_\_.

\_\_\_\_\_  
Susan G. Robostello, City Clerk

**CITY OF MILLVILLE AND CAL RIPKEN LEAGUE  
LEASE AGREEMENT**

This **LEASE AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Millville (hereinafter "the City"), whose address is 12 S. High Street, PO Box 609, Millville, New Jersey 08302 and Cal Ripken League (hereinafter "the Lessee"), whose address is \_\_\_\_\_.

1. **PROPERTY:** The Lessee agrees to lease from the City a 2014 JOHN DEERE Z425 EZtrak Residential Zero-Turn Radius Mower with 54 inch edge deck.

2. **TERM:** The term of this lease is for five (5) seasons starting April 1, 2016 and ending November 30, 2020 .

3. **USE OF PROPERTY:** The Lessee may use the property only to cut the designated league recreation fields and must cut the fields the entire length of the lease agreement.

4. **CARE OF THE PROPERTY:** The Lessee shall solely be responsible for fueling. The City will handle all maintenance issues, blades, belts, oil changes, etc. If for any reason the mower has a mechanical problem or otherwise require service the City must be contacted immediately. At the end of the season the mower will be picked up and serviced by the City and then stored by the owner until the next season.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, the Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, its agents, employees, and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected herewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Lessee, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

6. **INSURANCE.** Notwithstanding the indemnification and defense obligations of the Lessee, Lessee shall purchase and maintain such insurance described in the attached schedule and will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Lessee's activities under the terms of the Lessee, whether it is to be performed or

furnished by the Lessee or anyone directly or indirectly employed by any of them to perform or furnish any of the activities under the lease or by anyone for whose acts any of them may be liable. Lessee shall be required to name the City as an "Additional Insured" on the Lessee's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Lessee shall provide the City 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 City has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Lessee shall be required to provide the City with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City as an "Additional Insured". The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law. Schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines.

Mayor, City of Millville \_\_\_\_\_  
Michael Santiago

Clerk, City of Millville \_\_\_\_\_  
Susan G. Robostello

President, Cal Ripken League \_\_\_\_\_

VP/Secretary, Cal Ripken League \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF MILLVILLE  
COUNTY OF CUMBERLAND  
STATE OF NEW JERSEY  
RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Millville is the owner of a 2014 JOHN DEEREZ425 Eztrak Residential Zero-Turn-Radius Mower with a 54 inch Edge deck; and

**WHEREAS**, Girls' Softball League, desires to lease the aforesaid property from the City of Millville for a term of five (5) seasons; and

**WHEREAS**, the City Attorney has prepared a Lease Agreement between the parties setting forth the terms and conditions of the Lease, which agreement is on file in the office of the City Clerk; and

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

1. The lease Agreement is hereby approved for a term of five seasons beginning April 1, 2016 and ending November 30, 2020.
2. The Mayor and City Clerk are hereby authorized to execute same.

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 held \_\_\_\_\_, 2016.

\_\_\_\_\_  
Susan G. Robostello, City Clerk

**CITY OF MILLVILLE AND GIRLS' SOFTBALL LEAGUE  
LEASE AGREEMENT**

This **LEASE AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Millville (hereinafter "the City"), whose address is 12 S. High Street, PO Box 609, Millville, New Jersey 08302 and Girls' Softball League (hereinafter "the Lessee"), whose address is \_\_\_\_\_.

1. **PROPERTY:** The Lessee agrees to lease from the City a 2014 JOHN DEERE Z425 EZtrak Residential Zero-Turn Radius Mower with 54 inch edge deck.

2. **TERM:** The term of this lease is for five (5) seasons starting April 1, 2016 and ending November 30, 2020.

3. **USE OF PROPERTY:** The Lessee may use the property only to cut the designated league recreation fields and must cut the fields the entire length of the lease agreement.

4. **CARE OF THE PROPERTY:** The Lessee shall solely be responsible for fueling. The City will handle all maintenance issues, blades, belts, oil changes, etc. If for any reason the mower has a mechanical problem or otherwise require service the City must be contacted immediately. At the end of the season the mower will be picked up and serviced by the City and then stored by the owner until the next season.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, the Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, its agents, employees, and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected herewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Lessee, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

6. **INSURANCE.** Notwithstanding the indemnification and defense obligations of the Lessee, Lessee shall purchase and maintain such insurance described in the attached schedule and will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Lessee's activities under the terms of the Lessee, whether it is to be performed or

furnished by the Lessee or anyone directly or indirectly employed by any of them to perform or furnish any of the activities under the lease or by anyone for whose acts any of them may be liable. Lessee shall be required to name the City as an "Additional Insured" on the Lessee's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Lessee shall provide the City 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 City has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Lessee shall be required to provide the City with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City as an "Additional Insured". The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law. Schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines.

Mayor, City of Millville \_\_\_\_\_  
Michael Santiago

Clerk, City of Millville \_\_\_\_\_  
Susan Robostello

President, Girls' Softball League \_\_\_\_\_

VP/Secretary, Girls' Softball League \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF MILLVILLE  
COUNTY OF CUMBERLAND  
STATE OF NEW JERSEY  
RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Millville is the owner of a 2014 JOHN DEEREZ425 Eztrak Residential Zero-Turn-Radius Mower with a 54 inch Edge deck; and

**WHEREAS**, Holly City Midget Football League, desires to lease the aforesaid property from the City of Millville for a term of five (5) seasons; and

**WHEREAS**, the City Attorney has prepared a Lease Agreement between the parties setting forth the terms and conditions of the Lease, which agreement is on file in the office of the City Clerk; and

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

1. The lease Agreement is hereby approved for a term of one season beginning April 1, 2016 and ending November 30, 2020.
2. The Mayor and City Clerk are hereby authorized to execute same.

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 held \_\_\_\_\_, 2016.

\_\_\_\_\_  
Susan G. Robostello, City Clerk

**CITY OF MILLVILLE AND HOLLY CITY MIDGET FOOTBALL LEAGUE  
LEASE AGREEMENT**

This **LEASE AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Millville (hereinafter "the City"), whose address is 12 S. High Street, PO Box 609, Millville, New Jersey 08302 and Holly City Midget Football League (hereinafter "the Lessee"), whose address is \_\_\_\_\_.

1. **PROPERTY:** The Lessee agrees to lease from the City a 2014 JOHN DEERE Z425 EZtrak Residential Zero-Turn Radius Mower with 54 inch edge deck.

2. **TERM:** The term of this lease is for five (5) seasons starting April 1, 2016 and ending November 30, 2020.

3. **USE OF PROPERTY:** The Lessee may use the property only to cut the designated league recreation fields and must cut the fields the entire length of the lease agreement.

4. **CARE OF THE PROPERTY:** The Lessee shall solely be responsible for fueling. The City will handle all maintenance issues, blades, belts, oil changes, etc. If for any reason the mower has a mechanical problem or otherwise require service the City must be contacted immediately. At the end of the season the mower will be picked up and serviced by the City and then stored by the owner until the next season.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, the Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, its agents, employees, and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected herewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Lessee, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

6. **INSURANCE.** Notwithstanding the indemnification and defense obligations of the Lessee, Lessee shall purchase and maintain such insurance described in the attached schedule and will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Lessee's activities under the terms of the Lessee, whether it is to be performed or

furnished by the Lessee or anyone directly or indirectly employed by any of them to perform or furnish any of the activities under the lease or by anyone for whose acts any of them may be liable. Lessee shall be required to name the City as an "Additional Insured" on the Lessee's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Lessee shall provide the City 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 City has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Lessee shall be required to provide the City with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City as an "Additional Insured". The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law. Schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines.

Mayor, City of Millville \_\_\_\_\_  
Michael Santiago

Clerk, City of Millville \_\_\_\_\_  
Susan G. Robostello

President, Holly City Midget Football League \_\_\_\_\_

VP/Secretary, Holly City Midget Football League \_\_\_\_\_

Dated: \_\_\_\_\_

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

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Millville is the owner of a 2014 JOHN DEEREZ425 Eztrak Residential Zero-Turn-Radius Mower with a 54 inch Edge deck; and

**WHEREAS**, American Little League, desires to lease the aforesaid property from the City of Millville for a term of five (5) seasons; and

**WHEREAS**, the City Attorney has prepared a Lease Agreement between the parties setting forth the terms and conditions of the Lease, which agreement is on file in the office of the City Clerk; and

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

1. The lease Agreement is hereby approved for a term of five seasons beginning April 1, 2016 and ending November 30, 2020.
2. The Mayor and City Clerk are hereby authorized to execute same.

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 held \_\_\_\_\_, 2016 .

\_\_\_\_\_  
Susan G. Robostello, City Clerk

**CITY OF MILLVILLE AND AMERICAN LITTLE LEAGUE  
LEASE AGREEMENT**

This **LEASE AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Millville (hereinafter "the City"), whose address is 12 S. High Street, PO Box 609, Millville, New Jersey 08302 and American Little League (hereinafter "the Lessee"), whose address is \_\_\_\_\_.

1. **PROPERTY:** The Lessee agrees to lease from the City a 2014 JOHN DEERE Z425 EZtrak Residential Zero-Turn Radius Mower with 54 inch edge deck.

2. **TERM:** The term of this lease is for five (5) seasons starting April 1, 2016 and ending November 30, 2020.

3. **USE OF PROPERTY:** The Lessee may use the property only to cut the designated league recreation fields and must cut the fields the entire length of the lease agreement.

4. **CARE OF THE PROPERTY:** The Lessee shall solely be responsible for fueling. The City will handle all maintenance issues, blades, belts, oil changes, etc. If for any reason the mower has a mechanical problem or otherwise require service the City must be contacted immediately. At the end of the season the mower will be picked up and serviced by the City and then stored by the owner until the next season.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, the Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, its agents, employees, and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected herewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Lessee, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

6. **INSURANCE.** Notwithstanding the indemnification and defense obligations of the Lessee, Lessee shall purchase and maintain such insurance described in the attached schedule and will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Lessee's activities under the terms of the Lessee, whether it is to be performed or furnished by

the Lessee or anyone directly or indirectly employed by any of them to perform or furnish any of the activities under the lease or by anyone for whose acts any of them may be liable. Lessee shall be required to name the City as an "Additional Insured" on the Lessee's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Lessee shall provide the City 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 City has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Lessee shall be required to provide the City with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City as an "Additional Insured". The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law. Schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines.

Mayor, City of Millville \_\_\_\_\_  
Michael Santiago

Clerk, City of Millville \_\_\_\_\_  
Susan G. Robostello

President, American Little League \_\_\_\_\_

VP/Secretary, American Little League \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF MILLVILLE  
COUNTY OF CUMBERLAND  
STATE OF NEW JERSEY  
RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Millville is the owner of a 2014 JOHN DEEREZ425 Eztrak Residential Zero-Turn-Radius Mower with a 54 inch Edge deck; and

**WHEREAS**, Babe Ruth League, desires to lease the aforesaid property from the City of Millville for a term of five (5) seasons; and

**WHEREAS**, the City Attorney has prepared a Lease Agreement between the parties setting forth the terms and conditions of the Lease, which agreement is on file in the office of the City Clerk; and

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

1. The lease Agreement is hereby approved for a term of one season beginning April 1, 2016 and ending November 30, 2020.
2. The Mayor and City Clerk are hereby authorized to execute same.

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 held \_\_\_\_\_, 2016.

\_\_\_\_\_  
Susan G. Robostello, City Clerk

**CITY OF MILLVILLE AND BABE RUTH LEAGUE  
LEASE AGREEMENT**

This **LEASE AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Millville (hereinafter "the City"), whose address is 12 S. High Street, PO Box 609, Millville, New Jersey 08302 and Babe Ruth League (hereinafter "the Lessee"), whose address is \_\_\_\_\_.

1. **PROPERTY:** The Lessee agrees to lease from the City a 2014 JOHN DEERE Z425 EZtrak Residential Zero-Turn Radius Mower with 54 inch edge deck.

2. **TERM:** The term of this lease is for five (5) seasons starting April 1, 2016 and ending November 30, 2020.

3. **USE OF PROPERTY:** The Lessee may use the property only to cut the designated league recreation fields and must cut the fields the entire length of the lease agreement.

4. **CARE OF THE PROPERTY:** The Lessee shall solely be responsible for fueling. The City will handle all maintenance issues, blades, belts, oil changes, etc. If for any reason the mower has a mechanical problem or otherwise require service the City must be contacted immediately. At the end of the season the mower will be picked up and serviced by the City and then stored by the owner until the next season.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, the Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, its agents, employees, and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected herewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Lessee, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

6. **INSURANCE.** Notwithstanding the indemnification and defense obligations of the Lessee, Lessee shall purchase and maintain such insurance described in the attached schedule and will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Lessee's activities under the terms of the Lessee, whether it is to be performed or

furnished by the Lessee or anyone directly or indirectly employed by any of them to perform or furnish any of the activities under the lease or by anyone for whose acts any of them may be liable. Lessee shall be required to name the City as an "Additional Insured" on the Lessee's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Lessee shall provide the City 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 City has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Lessee shall be required to provide the City with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City as an "Additional Insured". The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law. Schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines.

Mayor, City of Millville \_\_\_\_\_  
Michael Santiago

Clerk, City of Millville \_\_\_\_\_  
Susan G. Robostello

President, Babe Ruth League \_\_\_\_\_

VP/Secretary, Babe Ruth League \_\_\_\_\_

Dated: \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

WHEREAS, the City of Millville and the County of Cumberland located at 164 West Broad Street, Bridgeton, New Jersey are interested in entering into an agreement for administration of a grant to the Millville Municipal Alliance to Prevent Alcoholism and Drug Abuse; and

WHEREAS, the City of Millville and the County of Cumberland accept the Program Guidelines as well as County Fiscal Reporting Requirements previously set forth to be Terms and Conditions for grant participation in the Alliance to Prevent Alcoholism and Drug Abuse; and

WHEREAS, said grant will be for the period covering fiscal year 2017 in the amount of \$31,594.00; and

WHEREAS, the purpose of the Letter of Agreement is to give record notice of the Agreement and of the rights created thereby, all of which are hereby confirmed.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MILLVILLE AS FOLLOWS.

1. The Letter of Agreement between the City of Millville and County of Cumberland is hereby approved.
2. The Mayor and City Clerk are hereby authorized to execute same.

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 on \_\_\_\_\_.

\_\_\_\_\_  
Susan G. Robostello, City Clerk

# LETTER OF AGREEMENT

A letter of Agreement between the **COUNTY OF CUMBERLAND** and **CITY OF MILLVILLE** for administration of a grant to the **MILLVILLE Municipal Alliance to Prevent Alcoholism and Drug Abuse**.

The undersigned accepts this document and the Program Guidelines found at <http://gcada.nj.gov/alliance/forms/> as well as County Fiscal Reporting Requirements previously set forth to be Terms and Conditions for grant participation in the Alliance to Prevent Alcoholism and Drug Abuse.

This Letter of Agreement will remain valid for (1) year from July 1, 2016 through June 30, 2017, contingent on full compliance with all Terms and Conditions.

If through any cause within its control, **CITY OF MILLVILLE**(hereinafter the **GRANTEE**) shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the **GRANTEE** should violate any of its covenants, provision or stipulations, the **COUNTY OF CUMBERLAND** (hereinafter the **COUNTY**) will thereupon have the right to terminate this Agreement by written notice to the **GRANTEE** and specifying the effective date thereof, at least thirty (30) days prior to the termination date.

Funds issued by the **COUNTY** to the **GRANTEE** under this Letter of Agreement shall not exceed \$31,594.00.

ATTESTED:

\_\_\_\_\_  
Kenneth Mecouch, Clerk to the Board

COUNTY OF CUMBERLAND

BY \_\_\_\_\_

Joseph Derella, Director  
Board of Chosen Freeholders

Attested:

\_\_\_\_\_

CITY OF MILLVILLE

BY \_\_\_\_\_

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: 04/05/16  
Resolution Number: A

Vendor: 21427      DELL MARKETING LP  
                         C/O DELL USA LP  
                         PO BOX 676044  
                         DALLAS, TX 752676044

Contract: 16-00030 Dell Computers

Account Number	Amount	Department Description
6-01-20-140-000-260	3,857.20	INFORMATION SYSTEMS
Total	3,857.20	

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 of Millville, as a contracting unit may, without advertising for bids, purchase any materials, supplies, services or equipment under any contract or contracts entered into by the NJ Division of Purchase and Property in the Department of the Treasury, for such materials, supplies, services or equipment pursuant to N.J.S.A. 40A:11-12; and

**WHEREAS**, the City of Millville’s Revenue & Finance and Water Utility Departments have a need for new computers; and

**WHEREAS**, it is desirable for the City of Millville to utilize these state contracts as needed and when it is in the best interest of the City to do so; and

**WHEREAS**, purchases made utilizing state contracts meet the requirements of using a fair and open process; and

**WHEREAS**, aggregate purchases from this vendor during the past twelve months will exceed \$40,000,

**WHEREAS**, the City has sufficient funds appropriated for this equipment;

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

1. Authorize the purchase of one (1) Dell Latitude 12 Rugged Extreme Laptop Computer with Accessories for \$3,086.48 and one (1) Optiplex 7020 SFF Desktop Computer for \$770.72 for a total amount of \$3,857.20 from Dell Marketing LP, PO Box 676044, Dallas TX 75267.

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: 04/05/16  
Resolution Number: A

Vendor: 30520 GARRISON ENTERPRISE INC  
211 WEST ELMER ROAD  
VINELAND, NJ 08360

Contract: 16-00031 Cedar Street Water Main  
Replacement

Account Number	Amount	Account Description
C-06-77-116-006-401	436,573.00	REPAIRS OF WATER MAINS-CEDAR,COLUNBINE,
Total	436,573.00	

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

  
\_\_\_\_\_  
Chief Financial Officer

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 "Cedar Street Water Main Replacement"; and

WHEREAS, formal competitive bids were received for this project by the Purchasing Board of the City of Millville on Thursday, March 31, 2016; and

WHEREAS, funds for this project are available through Municipal Bond Ordinance No. 6-2016 and 7-2016; and

WHEREAS, the bids received have been reviewed by the Office of the Municipal Engineer, and a report of recommendation has been submitted by the Office of the Municipal Engineer; and

WHEREAS, the Purchasing Agent has reviewed the bids and concurs with the recommendation of the Municipal Engineer.

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 "Cedar Street Water Main Replacement" to Garrison Enterprises, Inc., 211 West Elmer Road, Vineland, NJ 08360 in the total amount of \$436,573.00.

Adopted: April 5, 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>

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 April 5, 2016.

\_\_\_\_\_  
Susan G. Robostello, City Clerk

PUBLIC NOTICE  
CITY OF MILLVILLE  
CUMBERLAND COUNTY  
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Board of the City of Millville, 12 South High St. on April 26, 2016 at 10:00 AM local prevailing time. When publicly opened and read aloud for:

CY 2016 WORK UNIFORMS

for the City of Millville in accordance with specifications on file in the office of the Purchasing Agent, City Hall, 12 South High St., Millville, NJ during regular business hours of 8:30 AM to 4:30 PM Monday through Friday where said specifications may be examined and where copies may be obtained by prospective bidders.

Each bid must be submitted enclosed in an opaque sealed envelope addressed to the "Millville City Commissioners, City of Millville, 12 South High St., Millville, NJ 08332" and plainly marked on the outside "Bid for CY 2016 Millville Work Uniforms", including the name of the bidder and delivered before or on the day and time of the bid opening and must be accompanied by a non-collusion affidavit and certified check, cashier's check or bid bond in the amount of ten (10) percent of the total bid, not to exceed twenty thousand dollars (\$20,000.00), made payable to the City of Millville. Facsimile bids will NOT be accepted.

No Bid Forms or Specifications will be available after 4:00 p.m., Local Prevailing Time, April 22, 2016.

This proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. (Affirmative Action).

Bidders are required to submit a statement of ownership with their bid as required by P.L. 1977, c. 33 (Disclosure of Ownership).

Bidders are required to submit a copy of their Business Registration Certificate with their bid as required by N.J.S.A. 52:32-44.

The City reserves the right to reject any and all bids received and to accept any bid which is deemed most favorable to the City of Millville, Cumberland County, NJ, at the time and under the conditions stipulated.

The City is not responsible for the loss or destruction of any bids mailed or delivered to the City Clerk prior to the time set for the bid opening.

By order of the Board of Commissioners.

Susan G. Robostello  
City Clerk

Date: April 7, 2016

PUBLIC NOTICE  
CITY OF MILLVILLE  
CUMBERLAND COUNTY  
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Board of the City of Millville, 12 South High St. on April 26, 2016 at 10:00 AM local prevailing time. When publicly opened and read aloud for:

CITY OF MILLVILLE  
2013 OR NEWER SEWER JET AND CATCH BASIN CLEANER

for the City of Millville in accordance with specifications on file in the office of the Purchasing Agent, City Hall, 12 South High St., Millville, NJ during regular business hours of 8:30 AM to 4:30 PM Monday through Friday where said specifications may be examined and where copies may be obtained by prospective bidders.

Each bid must be submitted enclosed in an opaque sealed envelope addressed to the "Millville City Commissioners, City of Millville, 12 South High St., Millville, NJ 08332" and plainly marked on the outside "Bid for City of Millville 2013 or Newer Sewer Jet and Catch Basin Cleaner", including the name of the bidder and delivered before or on the day and time of the bid opening and must be accompanied by a non-collusion affidavit and certified check, cashier's check or bid bond in the amount of ten (10) percent of the total bid, not to exceed twenty thousand dollars (\$20,000.00), made payable to the City of Millville. Facsimile bids will NOT be accepted.

No Bid Forms or Specifications will be available after 4:00 p.m., Local Prevailing Time, April 22, 2016.

This proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5.

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The City reserves the right to reject any and all bids received and to accept any bid which is deemed most favorable to the City of Millville, Cumberland County, NJ, at the time and under the conditions stipulated.

The City is not responsible for the loss or destruction of any bids mailed or delivered to the City Clerk prior to the time set for the bid opening.

By order of the Board of Commissioners.

Susan G. Robostello  
City Clerk/Administrator

Date: April 7, 2016