

TENTATIVE AGENDA FOR COMMISSION MEETING APRIL 19, 2016, 6:30 P.M.

1. BILLS

2. ROLL CALL - APRIL 19, 2016

Reverend Kenyon 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 31, 2016 Special Meeting, April 5, 2016 Work Session minutes, April 5, 2016 Closed Session minutes and April 5, 2016 Commission Meeting minutes and to proceed with the regular order of business.

3. PUBLIC COMMENT ON AGENDA ITEMS ONLY

4. OLD BUSINESS

4.I. Old Business Item (1)

Motion to remove Resolution No. R114-2016 from the table

Motion-

Second-

Motion to approve 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-

Documents: [RES 2ND MAIN PETROLEUM LLC 3 17 16.PDF](#), [CERT OF FUNDS RIGGINS.PDF](#), [RIGGINS LEASE.PDF](#)

5. PETITIONS & LETTERS

5.I. Petitions & Letters Item (1)

Correspondence received from the Secretary of the Millville Firemen's Relief Association requesting approval to admit the following applicants as volunteer members of the Millville Fire Department:

Gary Worlock

Christopher G. Reeves

Motion-

Second-

Documents: [NEW FD MEMBERS.PDF](#)

5.II. Petitions & Letters Item (2)

Correspondence received from Mayor Santiago designating Joseph Sooy, Director of Parks and Public Property, to serve as the Mayor's alternate to attend the Delaware River Bay Authority meetings in the event the Mayor is unable to attend

Motion-

Second-

Documents: [LETTER - DRBA APPOINTMENT.PDF](#)

5.III. Petitions & Letters Item (3)

Correspondence received from Mayor Santiago appointing Matt Burkey, Police Chaplain for the Millville Police Department

Motion-

Second-

Documents: [LETTER- APPTNG CHAPLAIN-BURKEY.PDF](#)

6. REPORTS OF COMMISSIONERS

7. DEPARTMENT OF PUBLIC WORKS

8. DEPARTMENT OF PUBLIC AFFAIRS

8.I. Department Of Public Affairs

Permit Fee Log Report for the periods covering March 21, 2016 to March 25, 2016 and March 28, 2016 to April 1, 2016

Motion-

Second-

Documents: [PRMT FEE LOG REPT 3-21-16 TO 3-25-16 AND 3-28-16 TO 4-1-16.PDF](#)

9. DEPARTMENT OF REVENUE & FINANCE

9.I. Department Of Revenue & Finance

a) Tax Collector's Report for the month of March 2016

Motion-

Second-

Documents: [TAX COLLECTORS RPT MARCH2016.PDF](#)

10. DEPARTMENT OF PARKS & PUBLIC PROPERTY

11. DEPARTMENT OF PUBLIC SAFETY

11.I. Department Of Public Safety

a) Municipal Court Collection Activity Reports for the months of January and February 2016

b) Millville Fire Department Monthly Activity Report for the month of March 2016

Motion-

Second-

Documents: [MILLVILLE COLLECTION ACTIVITY JANUARY 2016.PDF](#), [MILLVILLE COLLECTION ACTIVITY FEBRUARY 2016.PDF](#), [MFD MONTHLY FIRE DPTMNT ACTIVITY RPTMARCH2016.PDF](#)

12. ORDINANCES 1ST READING

13. ORDINANCES 2ND READING

13.I. Ordinance No. 18-2016

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-
(Public Hearing)

Documents: [PRFOFPBLCTN- NI HNDCPPD PRKNG.PDF](#), [ORD 18-2016-
HANDICAPPED PARKING REPEAL 1 ON 4-5-16.PDF](#)

14. RESOLUTIONS

14.I. Budget Resolutions

Resolution No. R130-2016 authorizing the reading of the CY2016 Budget by title only pursuant to NJSA 40A:4-8

Motion-
Second-

Motion to finally approve the Resolution adopting the Calendar Year 2016 Municipal Budget

Motion-
Second-
(Public Hearing)

Documents: [RES - BUDGET READ BY TITLE ONLY CY2016.PDF](#), [R99-2016
BUDGET RESOLUTION.PDF](#)

14.II. Resolution No. R131 -2016

Resolution authorizing the renewal of a Home Consortium Cooperation Agreement between the City of Vineland, City of Millville, City of Bridgeton, Fairfield Township and Pittsgrove Township for the purpose of receiving HOME Funds for Fiscal Years 2017 to 2019

Motion-
Second-

Documents: [RES HOME CONSORTIUM 2017 TO 2019.PDF](#), [CORRES FROM
VINELAND RE HOME INVSTMNT PRTNRSHPRGRM.PDF](#), [2017 -2019 HOME
CONSORTIUM RES RQST.PDF](#), [2017-2019 HOME CONSORTIUM AGRMNT.PDF](#)

14.III. Resolution No. R132 -2016

Resolution authorizing Release of Easement between the City of Millville and Industrial Airpark Farms LLC re: Block 52, Lot 78

Motion-
Second-

Documents: [RES INDUSTRIAL AIRPARK FARMS.PDF](#), [INDUSTRIAL AIRPARK
RELEASE.PDF](#)

14.IV. Resolution No. R133 -2016

Resolution authorizing the appointment of Class I and Class II Special Officers for a one (1) year term beginning April 21, 2016 and ending April 20, 2017

Motion-
Second-

Documents: [RES - SPECIAL OFFICERS 4-2016- 4-2017.PDF](#)

14.V. Resolution No. R134 -2016

Resolution authorizing the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection with the monies received from the recycling tonnage grant being deposited in a dedicated recycling trust fund to be used solely for the purpose of recycling

Motion-
Second-

Documents: [RECYCLING TONNAGE REPORT.PDF](#), [RES RECYCLING TONNAGE GRANT APP 2016.PDF](#)

14.VI. Resolution No. R135-2016

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- 2016.PDF](#)

14.VII. Resolution No. R136-2016

Resolution authorizing Special Assessment of Municipal Liens for properties due to expenses incurred by the City of Millville relating to a partial demolition in accordance with Chapter 11 of the Municipal Code

Motion-
Second-

Documents: [RES DEMO.PDF](#)

14.VIII. Resolution No. R137-2016

Resolution authorizing First Amendment to Professional Service Contract adopted by Resolution No. R40-2015 on February 3, 2015 with The Ritter Law Office, Theodore H. Ritter, Esq., 55 Fayette Street, Bridgeton, New Jersey to perform legal services in connection with certain types of litigation for an additional amount of \$5,000.00 and providing for a one year extension covering the period from January 1, 2016 through December 31, 2016

Motion-
Second-

(Certification of Funds)

Documents: [CERT OF FUNDS RITTER.PDF](#), [RES THEODORE RITTER ESQ 4 11 16.PDF](#), [PSC RITTER FIRST AMENDMENT 4 11 16.PDF](#)

14.IX. Resolution No. R138-2016

Resolution authorizing adjustments in the Tax and Utility Records

Motion-
Second-

Documents: [RES TAX-UTILITY RESOLUTION 4-19-16.PDF](#)

14.X. Resolution No. R139-2016

Resolution approving an Emergency Service Request to the Borough of Glassboro who will provide equipment and labor, which is necessary for an emergency repair of a break in a gravity sewer line at 3rd and Main Street

Motion-
Second-

Documents: [RES AGRMNT WITH GLASSBORO FOR EMERGENCY REPAIR.PDF](#)

14.XI. Resolution No. R140-2016

Resolution approving the City of Millville to provide the annual funding to support the administration of the Millville-Vineland Urban Enterprise Zone Development Corporation from Second Generation Urban Enterprise Zone funds through July 1, 2015 through June 30, 2016 in the amount of \$19,887.30

Motion-
Second-

(Certification of Funds)
(Public Hearing)

15. NEW BUSINESS

15.I. New Business Item (1)

Motion to authorize the following Special Events on Public Lands Application , Professional Athletic Event Application and Cumberland County Fairgrounds- Other Events Application:

Special Events on Public Lands:

a) Family Outdoor Game Day sponsored by Connecting Families to Communities/Holly City Development Center to be held on Saturday, April 23, 2016 from 10:00 a.m. to 2:00 p.m. at Buck Street Riverfront Park, approval of this application is subject to receipt of authorization from all the required city officials

b) Memorial Day Parade sponsored by the Millville Recreation Department and American Legion to be held on Monday, May 30, 2016 beginning 8:00 a.m. with parade route Mulberry Street to High Street to Route 49

Professional Athletic Event:

a) Offroad Hare Scramble sponsored by Brian Hartem Northwest Offroad Championship, to be held at 3001 Rte 49 (Holly Farms) on Saturday, May 7, 2016, 12:00 p.m. to 6:00 p.m. and Sunday, May 8, 2016, 8:00 a.m. to 4:00 p.m., approval of this application is subject to receipt of payment for hired police officers, evidence of insurance and authorization from all the required city officials

Cumberland County Fairgrounds- Other Events Application:

a) Community Yard Sale sponsored by the Cumberland County Cooperative Fair Association, to be held at the Cumberland County Fairgrounds on Saturday, May 7, 2016 (Rain Date: May 8, 2016) approval of this application is subject to receipt of authorization from all the required city officials

Motion-

Second-

15.II. New Business Item (2)

Motion to authorize the following Bingo and Raffle Licenses

Bingo License

a) Bag Bingo on behalf of Off Broad Street Players, 1101 Wheaton Ave., Millville, NJ 08332 to be held on May 20, 2016 from 6:00 p.m. to 12:00 a.m. at the Millville Elk's Lodge, 1815 E. Broad St., Millville, NJ 08332

Raffle License

a) On-Premise 50/50 on behalf of Off Broad Street Players, 1101 Wheaton Ave., Millville, NJ 08332 to be held on May 20, 2016 from 5:30 p.m. to 10:30 p.m. at the Millville Elk's Lodge, 1815 E. Broad St., Millville, NJ 08332

b) .Chinese Auction on behalf of Off Broad Street Players, 1101 Wheaton Ave., Millville, NJ 08332 to be held on May 20, 2016 from 5:30 p.m. to 10:30 p.m. at the Millville Elk's Lodge, 1815 E. Broad St., Millville, NJ 08332

c) On-Premise Merchandise on behalf of Off Broad Street Players, 1101 Wheaton Ave., Millville, NJ 08332 to be held on May 20, 2016 from 5:30 p.m. to 10:30 p.m. at the Millville Elk's Lodge, 1815 E. Broad St., Millville, NJ 08332

Motion:

Second:

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

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 2nd & Main Petroleum Inc. in July of 2013 allegedly without notice of the aforesaid 2009 easement agreement; and

WHEREAS, 2nd & 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 2nd & 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 2nd & 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

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

Resolution Date: 4/19/16
Resolution Number: A

2ND & MAIN PETROLEUM, LLC
3938 S. MAIN ROAD
VINELAND, NJ 08360

Contract: Parking Agreement

Account Number	Amount	Department Description
6-01-26-310-111-229	\$ 3,086.00	Building & Grounds-Other Contractual



Chief Financial Officer

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 2nd & 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 _____, 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, 2nd & 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 the sum of \$3,086.00 for a one year lease term which rent will be due on or before the 31st of May, 2016. In the event this Lease is renewed as per Paragraph 3 above, the rent will be raised or lowered so as to be equal to the estimated total annual property taxes due on said property as of the 5th of April at the commencement of the new lease term. The rent shall be paid in a lump sum installment for each year the lease is renewed on the 31st of May of that year.
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 2nd & 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 2nd & 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 2nd & 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 part 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 2nd & 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:

2nd & MAIN PETROLEUM, LLC

PAUL RIGGINS, President

Date: _____

CITY OF MILLVILLE

ATTEST:

By: _____
MICHAEL SANTIAGO, Mayor

Date: _____

Susan G. Robostello, City Clerk

Attest:

JAMES MAUL

ROCHELLE MAUL

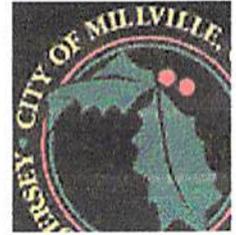
Date: _____



Millville Fire Department

420 Buck Street Millville, NJ 08332
Phone: 856-327-3334 Fax: 856-327-2319

www.millvillefire.org



April 5, 2016

Susan Robostello
City Clerk
City of Millville

In re: New Member

Susan,

Please have approved the enclosed applications for new member, as follows:

Gary Worlock

Return to me for further processing.

Thank you.

Sincerely,

David W. Vanaman
Secretary

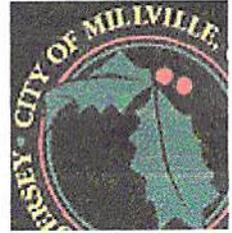
Millville Fire Department - ALWAYS READY, ALWAYS WILLING



Millville Fire Department

420 Buck Street Millville, NJ 08332
Phone: 856-327-3334 Fax: 856-327-2319

www.millvillefire.org



April 12, 2016

Susan Robostello
City Clerk
City of Millville

In re: New Member

Susan,

Please have approved the enclosed application for new member, as follows:

Christopher G. Reeves

Return to me for further processing.

Thank you.

Sincerely,

David W. Vanaman
Secretary

Millville Fire Department - ALWAYS READY, ALWAYS WILLING

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 13, 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 Delaware River Bay Authority 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', with a long horizontal flourish extending to the right.

Mayor Santiago

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

COMMISSIONERS

MICHAEL SANTIAGO, MAYOR
Director of Public Safety
LYNNE PORRECA COMPARI
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MARCELLA SHEPARD
Chief Financial Officer
SHERRI J. BALL
Tax Collector
BRIAN P. ROSENBERGER
Tax Assessor

April 14, 2016

Board of Commissioners
City of Millville

Commissioners:

I hereby appoint Matthew Burkey as Chaplain for a one (1) year term effective immediately.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Michael Santiago', written over a horizontal line.

Michael Santiago, Mayor

MS/jh

RECEIVED
APR - 7 2016
CITY CLERK'S OFFICE

Site Identification	Permit No / Date Issued/	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	
Block: 337 Lot: 9 Adr: 601 N 9TH ST Name: WELLS FARGO	16-294 03/21/16	R-5	Alt		0	0	0	0	150 999	0	70	0	0	0	1	0	0	71	18463		
Block: 421 Lot: 1 Adr: 9 N 2ND ST Name: CENTRAL BAPTIST CHURCH	16-295 03/21/16	A-3	Alt		0	0	0	0	7000 999	0	0	195	0	0	13	0	0	208	044069		
Block: 234.01 Lot: 312 Adr: 27 N LADOW AVE 7G Name: CUMBERLAND GREEN ASSOCIATES	16-296 03/21/16	R-5	Alt		0	0	0	0	1175 999	0	70	70	0	0	3	0	0	143	003188		
Block: 234.01 Lot: 31 Adr: 27 LADOW AVE 10F Name: CUMBERLAND GREEN APTS	16-297 03/21/16	R-5	Alt		0	0	0	0	1175 999	0	70	70	0	0	3	0	0	143	003188		
Block: 80 Lot: 5 Adr: 104 GINGER AVE Name: TOMLIN	16-298 03/21/16	R-5	Alt		0	0	0	0	48906 999	158	350	0	0	0	93	0	0	601	14773		
Block: 50 Lot: 8.02 Adr: 642 HOGBIN RD Name: TAYLOR, LYNETTE	16-299 03/21/16	U-	Alt		0	0	0	0	66924 999	213	350	0	0	0	127	0	0	690	14772		
Block: 428 Lot: 12 Adr: 127 4TH N ST Name: BANK OF AMERICA	16-300 03/22/16	R-5	Alt		0	0	0	0	1000 999	70	0	0	0	0	2	0	0	72	Cash		
Block: 107 Lot: 6 Adr: 213 HOWARD ST Name: MELFI	16-301 03/22/16	R-5	Alt		0	0	0	0	3500 999	98	0	0	0	0	7	0	0	105	4499		
Block: 52.01 Lot: 9 Adr: 118 COTTAGE ST Name: JOSEPH & MARYBETH FORCINITO	16-302 03/22/16	R-5	Alt		0	0	0	0	1200 999	70	0	0	0	0	2	0	0	72	414		

PERMIT FEE LOG REPORT
For the Period of 03/21/16 - 03/25/16

Site Identification	Permit No / Date Issued/	Use	Work p	U New/Added Structure d	Tot Area		P Hous Unit		Fed Value of Cen	Fees Collected										Check Number
					Sq Feet	Cubic Feet	u	Gain/Lost		Constructn	No	Build	Elect	Plumb	Fire	Elev	DCA	Cert	Other	
Block: 60.02 Lot: 6 Adr: 5 ALEX DR Name: TOSTEVIN	16-303 03/22/16	R-5	Alt		0	0	0	0	478 999	0	70	0	70	0	1	0	0	141	0069186	
Block: 376 Lot: 17 Adr: 320 E VINE ST Name: LORSON RESOURCES LIMITED	16-304 03/22/16	R-5	Alt		0	0	0	0	478 999	0	70	0	70	0	1	0	0	141	0069187	
Block: 236 Lot: 45 Adr: 3 MEADOWLARK LANE Name: MR. & MRS. JOSEPH O'NEILL	16-305 03/22/16	R-5	Add		605	8551	0	0	98500 999	291	130	135	70	0	32	55	0	713	237	
Block: 268 Lot: 4 Adr: 721 WADE BLVD EXT Name: PRIMESTAR FUND I TRS INC.	16-306 03/22/16	R-5	Alt		0	0	0	0	350 999	0	70	0	0	0	1	0	0	71	3006	
Block: 70 Lot: 11 Adr: 1317 CEDARBROOK AVE Name: TOMLIN, B	16-307 03/22/16	R-5	Alt		0	0	0	0	7500 999	198	0	0	0	0	14	0	0	212	341	
Block: 358 Lot: 10 Adr: 526-528 N 2ND ST Name: SINGH, M	16-308 03/23/16	B-	Alt		0	0	0	0	4000 999	0	70	0	0	0	8	0	0	76	Cash	
Block: 65 Lot: 19.17 Adr: 8 STERLING PL Name: PATRICK	16-309 03/23/16	U-	New		720	8640	0	0	10000 999	294	0	0	0	0	32	55	0	381	4169	
Block: 70 Lot: 84 Adr: 431 RHONDA DR Name: LOWELL KOT	16-310 03/23/16	U-	Alt		0	0	0	0	13156 999	76	350	0	0	0	25	0	0	451	823	
Block: 21 Lot: 14.02 Adr: 406 SMITH RD Name: GASRRISON, HAROLD	16-311 03/24/16	R-5	Alt		0	0	0	0	2800 999	70	70	70	0	0	5	0	0	215	044081	

PERMIT FEE LOG REPORT
For the Period of 03/21/16 - 03/25/16
SUMMARY

Number of Permits Processed

New Permits: 18
Permit Updates: 0

Ownership

Private: 18
Public: 0

Fee Summary

<u>Type</u>	<u>Inspection</u>	<u>Administrative</u>	<u>Total</u>
Building	1,538	0	1,538
Electrical	1,740	0	1,740
Plumbing	540	0	540
Fire	210	0	210
Elevator	0	0	0
DCA	370		370
Certificate	110		110
Other	0		0
Total	4,508	0	4,508

Type of Work

New Buildings: 1
Additions: 1
Alterations: 16
Demolitions: 0

Housing Unit Changes

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

Technical Subcodes

Building: 10
Electrical: 12
Plumbing: 5
Fire: 3
Elevator: 0

Total Area: 1,325 sq ft
Total Volume: 17,191 cu ft
Total Value of Construction: \$ 268,292

RECEIVED

APR - 7 2016

CITY CLERK'S OFFICE

Site Identification	Permit No /	Use	Work	p	U New/Added Structure		P Hous	Unit	Fed	Value of	Fees Collection										Check Number
	Date Issued/				Grp	Type					d	Tot Area	Volume	u Gain/Lost	Cen	No	Build	Elect	Plumb	Fire	
Block: 5205 Lot: 20 Adr: 20 TORRESDALE ST Name: SCHAFFER HOMES LLC	16-048+A	R-5	New	X		0	0	0	0	95	101	0	70	0	0	0	0	1	0	0	71
Block: 22 Lot: 2 Adr: 219 MORIAS AVE Name: BROWN	16-184+A	R-5	Alt	X		0	0	0	0	6300	999	0	210	70	70	0	13	0	0	363	599
Block: 371 Lot: 9 Adr: 417 E BROAD ST Name: RAGSDALE, KEVIN	16-312	R-5	Alt			0	0	0	0	6526	999	0	70	0	0	0	12	0	0	82	543
Block: 462 Lot: 7 Adr: 12 S HIGH ST Name: CITY OF MILLVILLE	16-313	B-	Alt			0	0	0	0	208000	999	0	0	0	0	0	0	0	0	0	0
Block: 581 Lot: 3.01 Adr: 2121 EDEN RD Name: TFAL CORP	16-314	M-	Alt			0	0	0	0	53000	999	0	70	0	0	0	101	0	0	171	3621718
Block: 227 Lot: 2.01 Adr: 2100 2ND ST N Name: TARGET MILLVILLE URBAN RENEWAL	16-315	M-	Alt			0	0	0	0	1000	999	0	70	0	0	0	2	0	0	72	105045
Block: 505 Lot: 30 Adr: 2402 SHELburn RD Name: CUBBAGE	16-316	R-5	Alt			0	0	0	0	9500	999	248	0	0	0	0	18	0	0	266	1412
Block: 145 Lot: 60 Adr: 144 RIVER DR Name: NICOLL.TOHNI	16-317	R-5	Alt			0	0	0	0	478	999	0	70	0	70	0	1	0	0	141	0069431
Block: 66 Lot: 33.13 Adr: 1216 HELEN DR Name: FURMAN WHILDIN	16-318	U-	Alt			0	0	0	0	13416	999	111	350	0	0	0	26	0	0	487	788420

PERMIT FEE LOG REPORT
For the Period of 03/28/16 - 04/01/16

Site Identification	Permit No /	U New/Added Structure		P Hous Unit		Fed		Fees Collected											Check Number
	Date Issued/	Use	Work p	Tot Area	Volume	u Gain/Lost	Value of	Cen	Build	Elect	Plumb	Fire	Elev	DCA	Cert	Other	Total		
	Description	Grp	Type	d Sq Feet	Cubic Feet	b Sale	Rent	Constructn	No										
Block: 469 Lot: 9 Adr: 420 SMITH ST Name: NEUSCHCOOS	16-319 03/31/16 SERVICE	R-5	Alt	0	0	0	0	700	999	0	70	0	0	0	1	0	0	71 8970	
Block: 357 Lot: 5 Adr: 545 HIGH ST Name: MACRINE, SAMUEL	16-320 03/31/16 METER REPLACE	B-	Alt	0	0	0	0	850	999	0	70	0	0	0	2	0	0	72 1006	
Block: 32 Lot: 20 Adr: 221 CARMEL RD Name: CHADWICK, GEORGE	16-321 03/31/16 POLE BARN ELECTRIC	U-	Alt	0	0	0	0	500	999	0	110	0	0	0	1	0	0	111 383	
Block: 99 Lot: 7 Adr: 326 W MAIN ST Name: MARTIN, DEBRA	16-322 04/01/16 WATER SERVICE	R-5	Alt	0	0	0	0	500	999	0	0	90	0	0	1	0	0	91 1143	

PERMIT FEE LOG REPORT
 For the Period of 03/28/16 - 04/01/16
 SUMMARY

Number of Permits Processed

New Permits: 11
 Permit Updates: 2

Ownership

Private: 13
 Public: 0

Fee Summary

<u>Type</u>	<u>Inspection</u>	<u>Administrative</u>	<u>Total</u>
Building	359	0	359
Electrical	1,160	0	1,160
Plumbing	160	0	160
Fire	140	0	140
Elevator	0	0	0
DCA	179		179
Certificate	0		0
Other	0		0
Total	1,998	0	1,998

Type of Work

New Buildings: 1
 Additions: 0
 Alterations: 12
 Demolitions: 0

Housing Unit Changes

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

Technical Subcodes

Building: 2
 Electrical: 10
 Plumbing: 2
 Fire: 2
 Elevator: 0

Total Area: 0 sq ft
 Total Volume: 0 cu ft
 Total Value of Construction: \$ 300,865

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

FOR THE MONTH OF MARCH 2016


SHERRI J BALL, CTC
Tax Collector

	A	B	C
1	TAX COLLECTOR'S		
2	MONTHLY REPORT OF CASH RECEIPTS		
3			
4			COLLECTIONS
8	005	6% YEAR END PENALTY	6,684.12
10		DELINQUENT TAXES	221,653.29
11	CY16	CURRENT YEAR TAXES	568,752.13
12			\$ 797,089.54
13			
16	96	RECORDING FEES	20.00
17	99	TAX TITLE LIENS	438.22
18		SPEC CH-LIEN INSTALLMENT	205.54
19			
20		<u>INTEREST</u>	
21		TAXES	23,433.86
22		LIEN	72.00
25		SPEC CH-LIEN INSTLL. INT.	166.54
26		ARREARS	89.43
27		CLEAN-UP ASSMT	62.35
32		6% YEAR END PENALTY	2,782.26
33			\$ 27,270.20
34			
35	17	STATE FEE	
36	18	CLEAN-UP ASSMT	2,469.76
39	AA	DUE STATE MARRIAGE LIC.	150.00
42	A4	MARRIAGE LICENSE	18.00
43	A5	BUSINESS LICENSE	1,010.00
44	A6	RAFFLE LICENSE	100.00
45	A7	BINGO LICENSE	20.00
46	A8	YARD SALE LICENSE	213.00
47	A9	TAXI LICENSE & REGIS	50.00
48	B1	UNIFORM CONST. CODE	1,254.00
49	B2	VITAL STATISTICS	654.00
50	B3	ZONING BOARD	950.00
51	B4	PLANNING BOARD	4,450.00
52	B5	TAX SEARCHES	32.00
53	B6	IMPROV. SEARCH	32.00
55	B8	OCCUPANCY PERMITS	172,525.00
56	B9	SMOKE DET. COMP.	1,225.00
58	BD	DUMPSTER PERMIT	50.00
62	C1	ST OPENINGS W/S	1,900.00
64	C3	FIRE SAFETY OFFICIAL	250.00
66	C5	MUNICIPAL COURT	41,395.08
67	C6	FORECLOSED PROP REG	23,200.00
69	CA	TOWING FEE	2,221.00
70	CB	VARIANCE LIST FEE	101.75
71	CC	P.I.L.O.T.	608.82
72		P.I.L.O.T. INTEREST	5.77
73	CD	PLANS & SPEC FEES	1,200.00
74	CE	ZONING APPL FEE	1,695.00
96	E8	INTEREST INC. CURRNT	332.34
108	F3	TRAILER LICENSE FEE	10,569.79
110	F5	FIREARMS REG.	170.00

	A	B	C
1	TAX COLLECTOR'S		
2	MONTHLY REPORT OF CASH RECEIPTS		
3			
4			<u>COLLECTIONS</u>
113	F8	MRNA	562.21
114	F9	ACCIDENT REPORTS	22.75
115	FA	COST OF SALE-TAX	442.19
116	FB	CONFISCATED FUNDS	839.20
117	FC	SPRINT RENT PROCEEDS	4,157.84
119	FD	TMOBILE RENT PROCESS	1,762.24
120	FE	AT&T RENT PROCEED	2,039.05
126	G3	PHOTOCOPIES	25.80
127	G4	CITY MAPS	21.00
130	G7	INS PROCEEDS CONTRA	1,422.91
131	G8	UNALLOCATED RECEIPTS	25.00
140	HD	BAD CHECK REC.(CURR.)	520.00
161	IBG	BD OF ED-GAS	893.14
164	INV	INVOICE-CURRENT	532.69
165		MISCELLANEOUS CURRENT	\$ 282,118.33
166			
167			
168	STATE & FEDERAL GRANTS		
169			
190	EA	MUN.-ALLIANCE GRANT	11,489.60
211			
212		STATE AND FEDERAL GRANT TOTAL	11,489.60
213			
214			
215		TOTAL DEPOSIT TO CURRENT FUND:	1,117,967.67

	A	B	C
1	TAX COLLECTOR'S		
2	MONTHLY REPORT OF CASH RECEIPTS		
3			
4			COLLECTIONS
216			
217	WATER UTILITY		
218			
219		RENTS	
220			
221		RESIDENTIAL COLLECTIONS	181,555.98
222		NON-RESIDENTIAL COLLECTIONS	149,562.11
223		FIRE HYDRANTS	1,352.38
226	12	WATER ARREARS	612.30
228			
229		SUB TOTAL	333,082.77
230			
231		INTEREST	
232			
233		COLLECTIONS	1,136.19
235		ARREARS	30.31
238			
239		SUB TOTAL	\$ 1,166.50
240			
241		MISCELLANEOUS	
242			
243	WMF	TURN ON/OFF	772.72
246	WCF	CONNECTING FEES	940.00
247	MTR	NEW METER	150.00
248	TAP	WATER TAP FEE	750.00
283		TOTAL WATER DEPOSIT	\$ 336,861.99
284			
285			
286	SEWER OPERATING		
287			
288		RENTS	
289			
290		RESIDENTIAL COLLECTIONS	\$ 461,225.26
291		NON-RESIDENTIAL COLLECTIONS	\$ 72,412.65
294	13	SEWER ARREARS	\$ 872.25
295	113	SEWER ARREARS TAX SALE	
296		SUB TOTAL	\$ 534,510.16
297			
298		INTEREST	
299			
300		COLLECTIONS	2,587.47
303		ARREARS	49.67
304		LIENS	
305		SUB TOTAL	\$ 2,637.14
306			
307		MISCELLANEOUS	
308	SCF	CONNECTING FEES	1,740.00
331			
345		TOTAL SEWER DEPOSIT	538,887.30

	A	B	C
1	TAX COLLECTOR'S		
2	MONTHLY REPORT OF CASH RECEIPTS		
3			
4			COLLECTIONS
346			
401			
402	PAYROLL DEDUCT ACCOUNT		
403			
404	IRT	RETIREE CONTRIBUTION	5,286.86
405			
406			
407	TOTAL PAYROLL DEDUCT		\$ 5,286.86
408			
422			
423	ANIMAL CONTROL		
424			
425	DOG	DOG LICENSE	5,078.00
426	R8	KENNEL LICENSE	27.00
432	TOTAL ANIMAL CONTROL		\$ 5,105.00
433			
434			
435	COMMUNITY DEVELOPMENT		
436			
441	CBG	CDBG-CODE ENFORCEMENT	10,901.28
442		CBG INT.	1,324.79
448			
449	TOTAL COMMUNITY DEVELOPMENT (1)		\$ 12,226.07
450			
451			
452	COMMUNITY DEVELOPMENT REVOLVING LOAN		
453			
459	CDG	COMMUNITY DEV	1,075.24
460			
461	TOTAL COMMUNITY REVOLVING LOAN		\$ 1,075.24
462			
463			
464	TRUST - OTHER		
465			
466	IPE	PUBLIC DEF-(INVOICE)	45.00
467	IPO	POLICE OFF DUTY (INVOICE)	12,448.50
475	TD	O/S POLICE EMPLOYMENT	5,000.00
493	V4	PLANNING BD ESCROWS	767.00
496	V8	POAA (PARK OFF ADJ)	194.00
497	V7	PUB DEF APPLIC FEE	1,560.00
498	TOTAL TRUST (1)		\$ 20,014.50
499			
520			
521			
522			
523			
524			
525	TOTAL ALL		2,037,424.63

Millville (449)
Collection Activity Summary
Reporting Period: January 2016

PERCENT OF TOTAL LISTING

Accounts Paid	531	0.1%	of total assigned
Dollars Paid	\$ 92,656	0.1%	of total assigned
Total Accounts Assigned	5,116		
Dollars Assigned	\$ 3,142,323		

NOTICING

Month	Letter 1	Letter 2	Letter 3	Letter 4
August 2014	-	-	-	-
September 2014	1,012	8		-
October 2014	1,063	808	-	-
November 2014	679	627	-	-
December 2014	820	578	676	-
January 2015	21	193	470	-
February 2015	40	91	100	-
March 2015	78	27	217	-
April 2015	6	57	11	-
May 2015	-	7	30	-
June 2015	63	2	39	-
July 2015	88	56	4	-
August 2015	-	-	52	-
September 2015	27	52	4	-
October 2015	-	21	44	-
November 2015	-	1	4	-
December 2015	-	-	16	-
January 2016	-	1	-	-
February 2016				
March 2016				
April 2016				
May 2016				
June 2016				
July 2016				
August 2016				
September 2016				
October 2016				
November 2016				
December 2016				
TOTAL	3,897	2,529	1,667	-

COLLECTION ACTIVITY

MONTH	Adjusted List Amount	Collected	Percentage Collected
August 2014	443,369	17,366	3.9%

September 2014	872,706	27,883	3.2%
October 2014	501,518	14,221	2.8%
November 2014	374,018	6,839	1.8%
December 2014	582,080	13,601	2.3%
Total 2014	\$ 2,773,691	\$ 79,910	2.9%
January 2015	20,941	414	2.0%
February 2015	36,655	3,452	9.4%
March 2015	67,312	3,569	5.3%
April 2015	3,079	-	0.0%
May 2015			0.0%
June 2015	55,781	878	1.6%
July 2015	74,635	3,430	4.6%
August 2015			0.0%
September 2015	22,292	1,003	4.5%
October 2015			0.0%
November 2015			0.0%
December 2015			0.0%
Total 2015	\$ 280,695	\$ 12,746	4.5%
January 2016			0.0%
February 2016			0.0%
March 2016			0.0%
April 2016			0.0%
May 2016			0.0%
June 2016			0.0%
July 2016			0.0%
August 2016			0.0%
September 2016			0.0%
October 2016			0.0%
November 2016			0.0%
December 2016			0.0%
Total 2016	\$ -	\$ -	0.0%
TOTAL	\$ 3,054,386	\$ 92,656	3.0%

Millville (449)
Collection Activity Summary
Reporting Period: February 2016

PERCENT OF TOTAL LISTING

Accounts Paid	570	0.1% of total assigned
Dollars Paid	\$ 103,626	0.1% of total assigned
Total Accounts Assigned	5,116	
Dollars Assigned	\$ 3,142,323	

NOTICING

Month	Letter 1	Letter 2	Letter 3	Letter 4
August 2014	-	-	-	-
September 2014	1,012	8		-
October 2014	1,063	808	-	-
November 2014	679	627	-	-
December 2014	820	578	676	-
January 2015	21	193	470	-
February 2015	40	91	100	-
March 2015	78	27	217	-
April 2015	6	57	11	-
May 2015	-	7	30	-
June 2015	63	2	39	-
July 2015	88	56	4	-
August 2015	-	-	52	-
September 2015	27	52	4	-
October 2015	-	21	44	-
November 2015	-	1	4	-
December 2015	-	-	16	-
January 2016	-	1	-	-
February 2016	-	-	1	-
March 2016				
April 2016				
May 2016				
June 2016				
July 2016				
August 2016				
September 2016				
October 2016				
November 2016				
December 2016				
TOTAL	3,897	2,529	1,668	-

COLLECTION ACTIVITY

MONTH	Adjusted List Amount	Collected	Percentage Collected
August 2014	443,369	21,477	4.8%

September 2014	871,920	29,726	3.4%
October 2014	501,431	15,224	3.0%
November 2014	373,997	6,884	1.8%
December 2014	582,072	16,821	2.9%
Total 2014	\$ 2,772,789	\$ 90,132	3.3%
January 2015	20,941	782	3.7%
February 2015	36,655	3,608	9.8%
March 2015	67,308	3,788	5.6%
April 2015	3,079	-	0.0%
May 2015			0.0%
June 2015	55,781	878	1.6%
July 2015	74,635	3,435	4.6%
August 2015			0.0%
September 2015	22,292	1,003	4.5%
October 2015			0.0%
November 2015			0.0%
December 2015			0.0%
Total 2015	\$ 280,691	\$ 13,494	4.8%
January 2016			0.0%
February 2016			0.0%
March 2016			0.0%
April 2016			0.0%
May 2016			0.0%
June 2016			0.0%
July 2016			0.0%
August 2016			0.0%
September 2016			0.0%
October 2016			0.0%
November 2016			0.0%
December 2016			0.0%
Total 2016	\$ -	\$ -	0.0%
TOTAL	\$ 3,053,480	\$ 103,626	3.4%

MILLVILLE FIRE DEPARTMENT
MONTHLY SUMMARY OF ACTIVITY
March 2016

To: Director/Mayor M. Santiago
From: Chief M.Lippincott
Date: April 6, 2016

1. Total Emergencies Responded To: 70

- Year to date: 248

Breakdown for month:

- Fire calls (structures and dwellings): 8
 - Multi Alarm Fires-0
- Fire calls (vehicles): 4
- Fire calls (brush/trash): 3
- Rescues/Motor vehicle crashes: 15
- Hazardous conditions (non-fire): 12
- General service/assist the public: 3
- Good intent: 5
- False alarms: 20

Total man hours for emergencies: 272.8

2. Fire Prevention

- None

3. Work details: 0

4. Drills/training: 1

5. Smoke detector and carbon monoxide detector inspections

- Month: 28
- Year to date: 56

6. Other

- none

Daily Journal, Vineland



Publication Name:

Daily Journal, Vineland

Publication URL:

Publication City and State:

Millville , NJ

Publication County:

Cumberland

Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:

201604131000539401192

3350500898

Notice URL:

Notice Publish Date:

Friday, April 08, 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 April 5, 2016 and that said Ordinance will be considered by said Board on final passage on April 19, 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 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 Name of Street Placard Number 713 North 4th Street P420338 This Ordinance shall take effect 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 Dated: April 8, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk/Administrator \$35.26

[Back](#)

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 th 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

RESOLUTION NO. _____

WHEREAS, N.J.S.A. 40A:4-8, as amended by Chapter 259, P.L. 1995 provides that the budget may be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body, providing that at least one week prior to the date of hearing, a complete copy of the budget has been made available for public inspection in the free public library, if any, located within the municipality and a county library; and

WHEREAS, if there is no county library located within the municipality, then it must be provided by any county library in the county wherein the municipality is located; and

WHEREAS, the public officer delegated the responsibility for delivery of the copies to said libraries has completed a certification forwarded to the governing body that such deliveries were made and copies have been made available by the Clerk to persons requesting them; and

WHEREAS, these two conditions have been met;

NOW, THEREFORE, BE IT RESOLVED, that the budget shall be read by title only.

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. R99-2016

MUNICIPAL BUDGET OF THE CITY OF MILLVILLE, COUNTY OF CUMBERLAND, FOR CALENDAR YEAR 2016.

BE IT RESOLVED, that the following statement of revenues and appropriations shall constitute the Municipal Budget for the calendar year 2016;

BE IT FURTHER RESOLVED, that said budget be published in The Daily Journal in the issue of March 23, 2016.

THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE do hereby approve the following as the budget for the calendar year 2016:

RECORDED VOTE

	(Santiago	(
	((
AYES	(Porreca Compari	NAYS (
	(Ennis	(
	(Sooy	(
	((
ABSENT	(ABSTAINED (
	((
	((

Summary of Revenues		Anticipated	
		2016 CY Budget	Final CY 2015 Budget
1. Surplus		5,638,730.00	5,638,730.00
2. Total Miscellaneous Revenues		8,551,905.00	8,551,905.00
3. Receipts from Delinquent Taxes		500,000.00	500,000.00
4. a) Local Tax for Municipal Purposes		18,719,052.70	18,719,052.70
b) Addition to Local District School Tax			
Total Amount to be Raised by Taxes for Support of			
Municipal Budget			
Total General Revenues		33,409,687.70	33,409,687.70
Summary of Appropriations		2015 CY Budget	2015 CY Budget
1. Operating Expenses: Salaries & Wages		11,483,778.14	12,097,600.00
Other Expenses		14,744,914.00	14,072,366.34
2. Deferred Charges & Other Appropriations		1,364,593.00	2,346,921.18
3. Capital Improvements		500.00	450,000.00
4. Debt Service (Including for School Purposes)		3,228,594.00	3,255,444.00
5. Reserve for Uncollected Taxes		2,259,802.86	2,297,097.36
Total General Appropriations		33,131,682.00	34,519,428.88
CY 2016 Dedicated Water Utility Budget			
Summary of Revenues		Anticipated	
		2016 CY Budget	Final CY 2015 Budget
1. Surplus		504,148.75	456,164.50
2. Miscellaneous Revenues		3,263,926.25	3,273,102.50
3. Deficit (General Budget)			
Total Revenues		3,768,075.00	3,729,267.00
Summary of Appropriations		2016 CY Budget	Final CY 2015 Budget
1. Operating Expenses: Salaries & Wages		1,150,793.00	1,160,000.00
Other Expenses		1,633,796.00	1,599,691.00
2. Capital Improvements		145,000.00	145,000.00
3. Debt Service		661,486.00	647,576.00
4. Deferred Charges & Other Appropriations		168,000.00	177,000.00
5. Surplus (General Budget)			
Total Appropriations		3,759,075.00	3,729,267.00
CY 2016 Dedicated Sewer Utility Budget			
Summary of Revenues		Anticipated	
		2016 CY Budget	Final CY 2015 Budget
1. Surplus		464,775.28	406,904.68
2. Miscellaneous Revenues		6,034,078.72	6,145,773.32
3. Deficit (General Budget)			
Total Revenues		6,498,854.00	6,552,678.00
Summary of Appropriations		2016 CY Budget	Final CY 2015 Budget
1. Operating Expenses: Salaries & Wages		1,363,069.00	1,317,000.00
Other Expenses		2,874,784.00	2,895,048.00
2. Capital Improvements		180,000.00	180,000.00
3. Debt Service		1,856,001.00	1,885,630.00
4. Deferred Charges & Other Appropriations		225,000.00	225,000.00
5. Surplus (General Budget)			
Total Appropriations		6,498,854.00	6,502,678.00

Notice is hereby given that the Budget and Tax Resolution was approved by the City Commission of the City of Millville, County of Cumberland on March 15, 2016.

A hearing on the Budget and Tax Resolution will be held at City Hall on April 19, 2016 at 6:30 p.m. at which time and place objections to the Budget and Tax Resolution for the calendar year 2016 may be presented by taxpayers or other interested persons.

Moved By: Sooy
Seconded By: Ennis

VOTING

Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held March 15, 2016


Susan G. Robosello, City Clerk

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE AGREEING TO CONTINUE A CONSORTIUM WITH THE CITY OF VINELAND, CITY OF BRIDGETON, AND THE TOWNSHIP OF FAIRFIELD AND INCLUDING PITTS GROVE TOWNSHIP FOR THE PURPOSE OF RECEIVING HOME ENTITLEMENT FUNDS

WHEREAS, Title II of the Cranston-Gonzales National Affordable Housing Act, in creating the HOME Program, made available for acquisition, rehabilitation, and new construction of affordable housing; and

WHEREAS, the formula allocation of HOME funds for the City of Millville does not meet the threshold established by law to be an entitlement City; and

WHEREAS, the ACT provides for the formulation of consortia of local governments for the purpose of becoming an entitlement jurisdiction for the receipt of HOME Funds; and

WHEREAS, a HOME entitlement would allow the design of homeownership programs that would help meet the local housing needs for the City of Millville's Master Plan; and

WHEREAS, the City of Vineland, the City of Millville, the City of Bridgeton and the Township of Fairfield formed a consortium on August 15, 1995, to enable the receipt of HOME Funds; and

WHEREAS, the Consortium Agreement is renewed every three years to receive the HOME Funds and this agreement would be for FY 2017-2019; and

WHEREAS, Pittsgrove Township is participating a jurisdiction and is included in the Consortium; and

WHEREAS, there is a legally binding agreement among the members of the Consortium;

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

- 1) The Mayor is hereby authorized to execute the Consortium Agreement between the City of Vineland, the City of Millville, the City of Bridgeton, Township of Fairfield and Pittsgrove Township to obtain funds under the HOME program.

2) The Community Development Office of the City of Millville is hereby authorized to work cooperatively with the City of Vineland, the City of Bridgeton, Township of Fairfield, and Pittsgrove Township to provide the necessary information to meet the submission requirements of the United States Department of Housing and Urban Development for a designation as a consortium.

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 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 April 19, 2016.

Susan G. Robostello, City Clerk



Ken Heather
Community Development Program
Vineland City Hall, 640 E. Wood St.
Vineland, NJ 08360
Phone: (856) 794-4077
Fax: (856) 405-4612
E-mail: kheather@vinelandcity.org

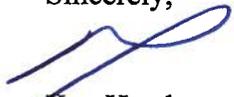
February 23, 2016

Susan G. Robostello
City of Millville
12 S High Street
Millville, New Jersey
08332

Dear Ms. Robostello:

After agreement by all consortium members, enclosed you will find a letter sent to the Director of Community Planning and Development in HUD Newark of our intent to continue as such. Please review and maintain for your files. In the very near future, I will be notifying all of our members of required agreements needed for formal compliance. Any questions or concerns please do not hesitate to contact me.

Sincerely,



Ken Heather

cc: Robert E. Dickenson, Jr. City of Vineland
Kevin C. Rabago, Sr. City of Bridgeton
Susan G. Robostello, City of Millville
Michael DiGiorgio, Pittsgrove Township
Linda Gonzalez, Township of Fairfield

RECEIVED
FEB 25 2016
CITY CLERK'S OFFICE



Ken Heather
Community Development Program
Vineland City Hall, 640 E. Wood St.
Vineland, NJ 08360
Phone: (856) 794-4077
Fax: (856) 405-4612
E-mail: kheather@vinelandcity.org

February 23, 2016

Annemarie C. Uebbing, Director
Community Planning and Development Division
US Department of Housing and Urban Development
Newark Field Office-Region II
One Newark Center, 13th Floor
Newark, New Jersey 07102

Dear Ms. Uebbing:

Please accept this letter as notice to the intention of the Cities of Vineland, Millville, Bridgeton, Fairfield and Pittsgrove Township to participate as a consortium in the HOME Investment Partnership Program (HOME) for Fiscal Years 2017-2019, with Vineland continuing to serve as the lead agency.

Consortium members have already begun the process that will allow us to provide all required documentation, including a new consortium agreement, prior to all deadlines.

Thank you for your consideration in this matter. All consortium members look forward to continuing to work with your office to bring the benefits of the HOME Program to our communities.

Sincerely,

A handwritten signature in black ink, appearing to be "Ken Heather", written over a horizontal line.

Ken Heather

cc: Robert E. Dickenson, Jr. City of Vineland
Kevin C. Rabago, Sr. City of Bridgeton
Susan G. Robostello, City of Millville
Michael DiGiorgio, Pittsgrove Township
Linda Gonzalez, Township of Fairfield



Ken Heather
Community Development Program
Vineland City Hall, 640 E. Wood St.
Vineland, NJ 08360
Phone: (856) 794-4077
Fax: (856) 405-4612
E-mail: kheather@vinelandcity.org

April 7, 2016

Susan G. Robostello
City of Millville
12 S High Street
Millville, New Jersey
08332

Dear Ms. Robostello:

As a follow up to the agreement with all partners in continuing as a HUD HOME Consortium Entitlement Community, companion resolutions from each partner need be prepared and submitted as part of the Consortium renewal process. For reference, I have enclosed a copy of your last resolution that now should include the City of Vineland, the City of Millville, the City of Bridgeton and the Townships of Fairfield & Pittsgrove. If possible, please have these submitted to my office by May 30th. Any questions or concerns please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Heather", with a long, sweeping underline that extends to the left and then loops back to the right.

Ken Heather

CITY OF MILLVILLE

COMMISSIONERS

JAMES T. SHANNON, MAYOR
Director of Parks and Public
Property
JAMES F. QUINN, VICE MAYOR
Director of Revenue & Finance
DAVID W. VANAMAN
Director of Public Safety
DALE L. FINCH
Director of Public Works
W. JAMES PARENT
Director of Public Affairs



"A MAIN STREET NEW JERSEY COMMUNITY"

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

TELEPHONE: (856)825-7000
FAX: (856)825-3686
www.millvillenj.gov

OFFICERS

SUSAN G. ROBOSTELLO
City Clerk/Administrator
RICHARD C. MCCARTHY
City Attorney
MARCELLA SHEPARD
Chief Financial Officer
SHERRI L. BALL
Tax Collector
BRIAN P. ROSENBERGER
Tax Assessor

June 5, 2013

City of Vineland
Mr. Alex Curio, Director of Community Development
640 E. Wood Street, PO Box 1508
Vineland, NJ 08362

Dear Mr. Curio: *alex*

Enclosed please find one (1) copy of Resolution No. R141-2013, which was approved by the Board of Commissioners at a meeting held on June 4, 2013 described as follows:

Resolution No. R141-2013

Resolution authorizing the renewal of a Home Consortium Cooperation Agreement between the City of Vineland, City of Millville, City of Bridgeton, Fairfield Township, Pittsgrove Township and the Borough of Elmer for the purpose of receiving HOME entitlement funds.

Please forward the Home Consortium Cooperation Agreement to the City Clerk/Administrator's office at your earliest convenience for signatures.

I thank you for your time and cooperation.

Very truly yours,



Susan G. Robostello, RMC
City Clerk/Administrator

SGR/cdn

Enclosure

c: Derek Leary, Housing Rehab
Marcella Shepard, CFO

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE AGREEING TO CONTINUE A CONSORTIUM WITH THE CITY OF VINELAND, CITY OF BRIDGETON, AND THE TOWNSHIP OF FAIRFIELD AND INCLUDING PITTSGROVE TOWNSHIP AND THE BOROUGH OF ELMER FOR THE PURPOSE OF RECEIVING HOME ENTITLEMENT FUNDS

WHEREAS, Title II of the Cranston-Gonzales National Affordable Housing Act, in creating the HOME Program, made available for acquisition, rehabilitation, and new construction of affordable housing; and

WHEREAS, the formula allocation of HOME funds for the City of Millville does not meet the threshold established by law to be an entitlement City; and

WHEREAS, the ACT provides for the formulation of consortia of local governments for the purpose of becoming an entitlement jurisdiction for the receipt of HOME Funds; and

WHEREAS, a HOME entitlement would allow the design of homeownership programs that would help meet the local housing needs for the City of Millville's Master Plan; and

WHEREAS, the City of Vineland, the City of Millville, the City of Bridgeton and the Township of Fairfield formed a consortium on August 15, 1995, to enable the receipt of HOME Funds; and

WHEREAS, the Consortium Agreement is renewed every three years to receive the HOME Funds and this agreement would be for FY 2017/2019 and

WHEREAS, Pittsgrove Township and the Borough of Elmer are participating jurisdictions and are included in the Consortium; and

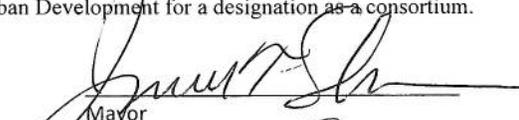
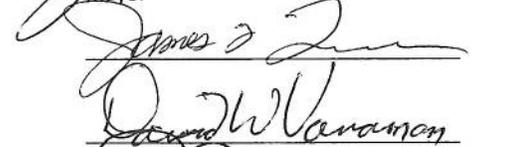
WHEREAS, there is a legally binding agreement among the members of the Consortium;

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

1) The Mayor is hereby authorized to execute the Consortium Agreement between the City of Vineland, the City of Millville, the City of Bridgeton, Township of Fairfield, Pittsgrove Township and Borough of Elmer to obtain funds under the HOME program.

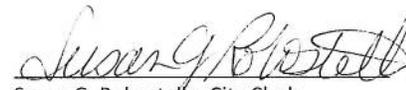
2) The Community Development Office of the City of Millville is hereby authorized to work cooperatively with the City of Vineland, the City of Bridgeton, Township of Fairfield, Pittsgrove Township and Borough of Elmer to provide the necessary information to meet the submission requirements of the United States Department of Housing and Urban Development for a designation as a consortium.

Adopted: June 4, 2013


Mayor


Commissioners

Attest:


Susan G. Robostello, City Clerk

April 7, 2016

Mayor/s

I would like to thank all the Mayors for their continued interest with participating in the HUD HOME Consortium. The attached document is part of the consortium renewal process. Please sign & return the original document and keep a copy for your records. Once the original has been endorsed by all, a copy will be forward to all Mayors. Any questions or concerns, please do not hesitate to me.

Respectfully,



Ken Heather

- ___ Mayor Ruben Bermudez
- ___ Mayor Albert B. Kelly
- ___ Mayor Michael Santiago
- ___ Mayor Benjamin Byrd
- ___ Mayor Dr. Fiore Copare

ORIGINAL



AGREEMENT

THIS AGREEMENT is made on June 24, 2016 by and among the CITY OF VINELAND, the CITY OF MILLVILLE, the CITY OF BRIDGETON, the TOWNSHIP OF FAIRFIELD and the TOWNSHIP OF PITTS GROVE, municipal corporations of the State of New Jersey.

WITNESSETH:

WHEREAS, N.J.S.A. 40A:65-1 et seq. (Uniform Shared Services and Consolidation Act) permits any local unit of the State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the Agreement is empowered to render within its own jurisdiction; and

WHEREAS, the City of Vineland, the City of Millville, the City of Bridgeton the Township of Fairfield and the Township of Pittsgrove desire to enter into a legally binding Cooperation Agreement providing for participation as a Consortium in undertaking housing assistance activities funded by the HOME Investment Partnership Program as authorized by the Cranston-Gonzalez National Affordable Housing Act of 1990.

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

1. To cooperate to undertake or to assist in undertaking housing assistance activities for low and moderate-income persons in accordance with the regulations of the HOME Investment Partnerships Program.
2. To authorize the City of Vineland (hereinafter referred to as the Lead Entity) to act in a representative capacity for the City of Millville, the City of Bridgeton, the Township of Fairfield and the Township of Pittsgrove for the purpose of implementing HOME Program activities.
3. That the City of Vineland, as Lead Entity, assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24CFR Parts 92 and 91 and the requirements of 24CFR 92.350. No member unit can obstruct the implementation of the Consortium's approved Consolidated Plan by veto or other restriction.
4. To participate in the cost of the administrative responsibilities as are set forth in the HOME Investment Partnership Program Regulations, including but not limited to preparation of the HOME Partnerships Application, preparation of

the Environmental Review Record for the various projects, project set-up reports, progress reports, financial reports, program amendments, completion report, designation of Community Housing Development Organizations (CHDO's), preparation of contractual documents and monitoring of the CHDO activities, etc.

5. That, in consideration of carrying out all of the administrative, programmatic, and financial responsibilities, each Participating Jurisdiction (Millville, Bridgeton, Fairfield and Pittsgrove) will reserve 3.5% of their total HOME Budget for use by the Lead Entity (Vineland). The percentage of HOME budget to be charged for administration by the City of Vineland, as Lead Entity, shall represent the maximum amount to be invoiced, based on the submission of an accounting of the actual time charged by City personnel, along with the related expenses for overall administration of the HOME Program. The Lead Entity will draw funds periodically and will provide an annual accounting to each of the Participating Jurisdictions.
6. To adhere to the administrative procedures for program implementation **attached** to this document as Exhibit A.
7. To ensure that activities are undertaken which will affirmatively further fair housing.
8. That this agreement shall be signed by the Mayors, as Chief Executive Officers, of the Cities of Vineland, Millville, Bridgeton and the Townships of Fairfield and Pittsgrove, pursuant to authorization per Resolution adopted at a regular meeting of each Municipality's governing body.
9. That the term of this agreement is such that it will, at a minimum, remain in effect until the HOME funds received during each of the federal fiscal years of the beginning Federal Fiscal Year 2017 and extending through FY 2019 are expended on eligible activities or returned to HUD. This agreement remains in effect during the specified time period and all partners are prohibited from withdrawal from this agreement during such time.
10. That HUD will recognize the Consortium, comprising the City of Vineland, the City of Millville, the City of Bridgeton, the Township of Fairfield and the Township of Pittsgrove as a unit of general local government and a Participating Jurisdiction for the purposes of the HOME Program for the term of this Agreement.
11. That amendments to this Consortium Cooperation Agreement may be considered from time to time and will be signed by the respective Chief Executive Officers of the participating units of local government and will be

reported to the Newark Area Office of the Department of Housing and Urban Development.

12. That the City of Vineland as Lead Entity, shall notify HUD that this Consortium Cooperation Agreement by and among the City of Vineland, the City of Millville, the City of Bridgeton, the Township of Fairfield and the Township of Pittsgrove has been executed and that the Consortium has sufficient authority and administrative capacity to carry out the purpose of the HOME Investment Partnerships Program as a basis for requesting HOME Program funding.
13. That the City of Millville, the City of Bridgeton, the Township of Fairfield and the Township of Pittsgrove agree to provide any and all information and documentation necessary for the City of Vineland to implement HOME Program activities.
14. That any penalties as a result of errors or omissions or over-expenditures determined to be the responsibility of a participating municipality shall be the responsibility of said municipality.
15. That Vineland, Millville, Bridgeton, Fairfield, and Pittsgrove shall each design their Housing Assistance Program in accordance with the priorities set forth in their respective Consolidated Plan documents.
16. That all Consortium Partners are on the same program year start date (July 1) and end date (June 30) for CDBG and HOME.
17. That Vineland, Millville, Bridgeton, Fairfield, and Pittsgrove, as Participating Jurisdictions in the HOME Consortium, agree that every effort must be made to ensure that all funds appropriated to the Consortium for HOME Program activities, including those activities undertaken by selected CHDO's, are obligated and expended in a timely and professional manner. Towards this end, the Participating Jurisdictions each agree that, to the extent that HOME funds are still available (unobligated or not anticipated to be expended) within a prescribed period of time prior to the end of the applicable federal contract term, then a Participating Jurisdiction shall be eligible to spend fund balances from other jurisdictions' not obligated/ unanticipated expended balances from the current fiscal year budget and have said expenditures chargeable to that municipality's subsequent year allocation so long as the subsequent clearances, including environmental release of funds and certification, have been obtained. This assumes that the Participating Jurisdiction that has funds not yet obligated or not anticipated to be expended and that is committed to spend its full allocation will in fact do so within a reasonable period of time. In the event that repeated delinquencies in the obligation and/or expenditure of funds occur over more than a two (2) year cycle, the Lead Entity will consider

reallocation of said non-obligated, unexpended balances to that Participating Jurisdiction that has undertaken an accelerated implementation/expenditures program as is provided for in this paragraph.

18. That the amount of HOME funding allocated to each Consortium member for each Fiscal Year shall correspond to the amount that that member adds to the entire Consortium allocation as reflected in the Consortium Share Report provided on the HUD website.

RECOMMENDED TIME FRAME FOR HOME FUNDS

Commitment

If funds remain uncommitted **after 12 months**: lead agency should notify community of obligation to commit within 24 months and ask for status report. Community still has the option of reprogramming funds to another project in the community.

If funds remain uncommitted **after 14 months**: lead agency should advise community that funds will be recaptured by the consortium if not committed in 2 months. Advise other consortium members of possible availability of additional funds and ask for possible other projects that could be funded.

If funds remain uncommitted **after 16 months**: advise community that funds have been de-obligated for the slow-moving project and award the recaptured funds to other Participating Jurisdictions with ready projects on a rotating basis.

Funds for new projects must still be committed within 24 months.

Expenditure

If funds remain unexpended **after 36 months**: lead agency should notify community that funds will be recaptured in 42 months if funds remain unexpended. Request status report.

If funds remain unexpended **after 42 months**: lead agency should advise community that funds will be recaptured by the consortium if not expended in two months. Advise other consortium members of the possibility of additional funds for ready projects.

If funds remain unexpended **after 44 months**: lead agency should advise community that funds for the project in question have been de-obligated. Award to another eligible project in another community.

Funds for new projects must still be expended within 60 months.

SIGNATURE PAGE

CITY OF VINELAND

CITY OF BRIDGETON

By: _____
Ruben Bermudez, Mayor

Albert B. Kelly, Mayor

CITY OF MILLVILLE

TOWNSHIP OF FAIRFIELD

By: _____
Michael Santiago, Mayor

Benjamin Byrd, Mayor

TOWNSHIP OF PITTS GROVE

By: _____
Dr. Fiore Copare, Mayor

**EXHIBIT A
TO COOPERATION AGREEMENT
BY AND AMONG THE CITY OF VINELAND, CITY OF MILLVILLE, CITY OF
BRIDGETON, TOWNSHIP OF FAIRFIELD AND TOWNSHIP OF PITTSBORO,
PARTICIPATING JURISDICTIONS IN THE HOME INVESTMENT
PARTNERSHIPS PROGRAM CONSORTIUM**

**ADMINISTRATIVE PROCEDURES
FOR PROGRAM IMPLEMENTATION**

1. The city of Vineland, as Lead Entity, will be responsible for all requisitions to HUD per the cash management system on behalf of Millville, Bridgeton, Fairfield and Pittsgrove, the Participating Jurisdictions. As a condition of the City of Vineland submitting a drawdown, each Participating Jurisdiction must provide supporting documentation evidencing performance in implementing HOME activities in a form acceptable to the Lead Entity and must include:
 - a. HUD Form 40094, Attachment G, Project Set-up Report
 - b. Environmental Review Compliance Threshold Screening Form

Requisitions from Participating Jurisdictions must be forwarded to the Community Development office of the Lead Entity. Thereafter, the requisition will be reviewed by the Director of Community Development for form and content. The Comptroller's Office will process the requisition upon receipt of review comments from the Community Development Office. The Community Development Office will perform an initial review and, subsequently, conduct periodic monitoring of the files retained in the offices of Participating Jurisdictions. This will enable the Lead Entity to verify the documentation forwarded as part of the request process described above.

2. As a condition of submission of the initial drawdown for HOME funds, the Participating Jurisdictions (Vineland, Millville, Bridgeton, Fairfield and Pittsgrove) must individually demonstrate availability of the local match. This can include a computation of the actual matching funds in terms of percentage and dollar for activities contemplated to be implemented through the Program, a description of the source of funds to be used as the match and proof that the funds are available.

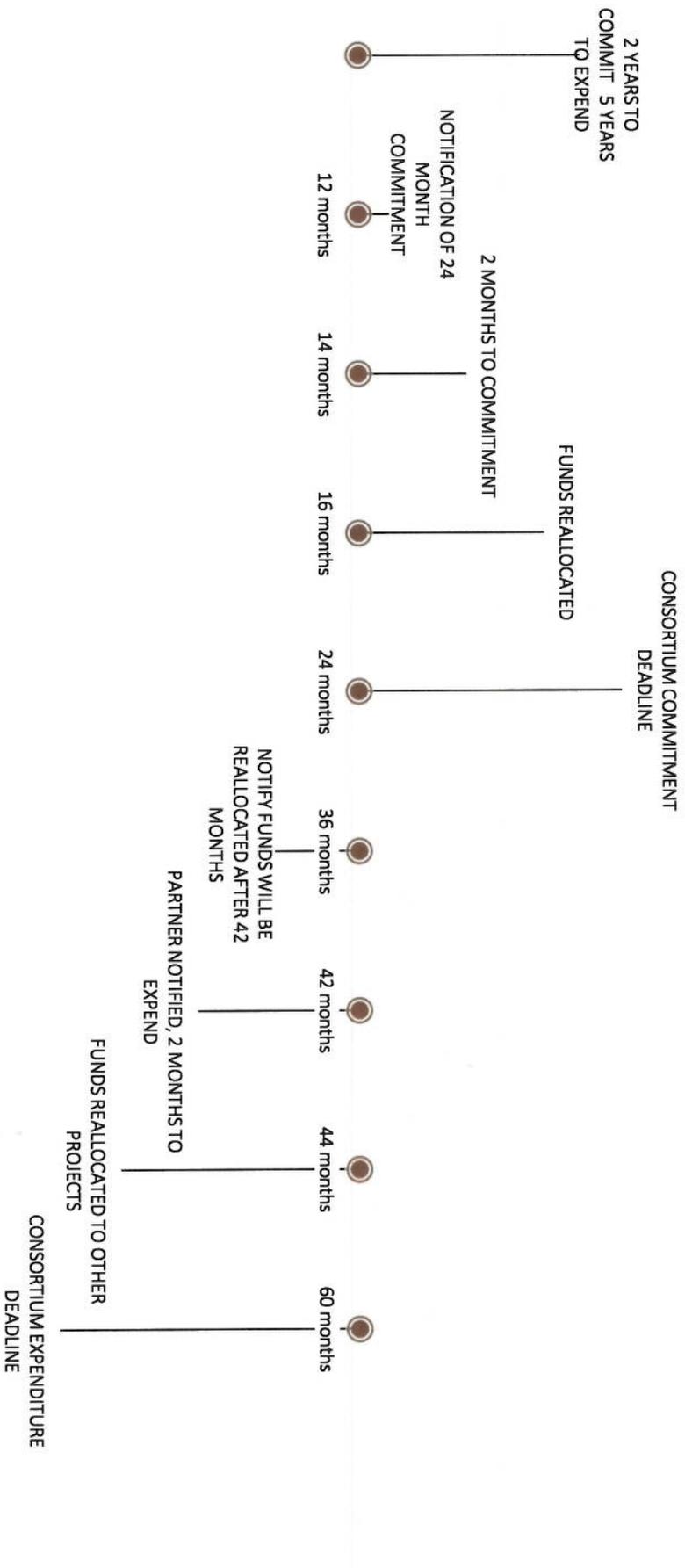
Each City will be required to meet its match threshold and, as applicable, will carry forward unutilized match balances for future years' programs. Each city will retain a separate accounting of its match, which will be consolidated and reported to HUD by the Lead Entity.

The Lead Entity will provide a form for use in reporting the amount of local share available for current and future activities. It is anticipated that this reporting will be required semi-annually.

Based on the provisions of the HOME regulations, the participating Jurisdictions acknowledge that 10% of the total HOME allocation may be chargeable to administration. The balance, which will represent approximately 90% of the total HOME allocation is the amount which will require the commitment of matching funds as part of the implementation phase in the manner outlined in the preceding paragraphs. Further, 15% of the total HOME allocation must be reserved for use by Community Housing Development Organizations (CHDOs).

3. In light of the fact that the City of Vineland, as Lead Entity, will be responsible for the drawing down of all funds and retaining records regarding same, the City will require each Participating Jurisdiction (Millville, Bridgeton, Fairfield and Pittsgrove) to reserve 3.5% of the total HOME budget for use by the City of Vineland in the processing of requisitions, maintenance of project files, reporting to HUD and related financial services, including the cost for a Single Audit, as required by HUD. The percentage of the HOME budget to be charged for administration by the City of Vineland, as Lead Entity, shall represent the maximum amount to be invoiced, based on the submission of an accounting of the actual time charged by City personnel, along with related expenses for overall administration of the HOME Program. The Lead Entity will draw funds periodically and will annually provide an accounting to each of the Participating Jurisdictions.
4. As a condition of each drawdown of funds for the Participating Jurisdiction, evidence must be provided by the Participating Jurisdiction that the Environmental Review Process has been completed.
5. With regard to the use of funding for Community Housing Development Organizations (CHDOs), the Participating Jurisdiction must provide evidence that it is a private non-profit organization meeting all of the criteria set forth by HUD in the HOME Regulations. The Participating Jurisdiction must provide evidence of CHDO performance, including supporting documentation as to the basis for the drawdown of funds as a matter of record for the requisition file.
6. Section 218(g) of the HOME statute, Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12748), imposes a 24-month deadline on the commitment of HOME funds by PJs. If the PJ does not commit the funds by the deadline, the PJ's right to draw the funds from its HOME investment Trust Fund expires and HUD must reduce the line of credit in the PJ's HOME Investment Trust Fund. In accordance with this statutory requirement, the HOME rule at §92.500(d)(1)(B) requires each PJ to commit its funds in the HOME Investment Trust Fund U.S. Treasury account within 24-months after the last day of the month in which HUD notifies the PJ of HUD's execution of the HOME grant agreement. HUD must reduce or recapture HOME funds that are not committed by this 24-month deadline. Because the 24-month commitment requirement is statutory, it cannot be waived. (See Attached Time Frame)

Time Frame for HOME Funds



Homeowner Rehab Set Up and Completion Form

HOME Program (For single and multi-address activities)

Check the appropriate box: <input type="checkbox"/> Original Submission <input type="checkbox"/> Change Owner's Address <input type="checkbox"/> Ownership Transfer <input type="checkbox"/> Revision	Name and Phone Number of Person Completing Form:
---	--

A. General Information.

1. Name of Participant:	2. IDIS Activity ID Number:	3. Activity Name:
-------------------------	-----------------------------	-------------------

Set Up Activity:

B. Objective and Outcome.

1. Objective (enter code): _____ (1) Create suitable living environments (2) Provide decent affordable housing (3) Create economic opportunities	2. Outcome (enter code): _____ (1) Availability/accessibility (2) Affordability (3) Sustainability
---	---

C. Special Characteristics.

1. Activity Location Type 'Y' next to any that apply: (1) ___ CDBG strategy area (2) ___ Local target area (3) ___ Presidentially declared major disaster area (4) ___ Historic preservation area (5) ___ Brownfield redevelopment area (6) ___ Conversion of non-residential to residential use (7) ___ Colonia (For AZ, CA, NM, TX,)	2. Faith-Based Organization Will this activity be carried out by a faith-based organization (Y/N)?
--	---

D. Activity Information.

1. Homeowner's Name (optional):	2. Street:		
3. City:	4. State:	5. Zip Code:	6. County Code:
Activity Estimates: 7. HOME Units: 8. HOME Cost:	9. Multi-Address (Y/N)?		10. Loan Guarantee (Y/N)?

E. Contractor. (For multi-address activities only)

1. Contractor Type (enter code): _____ (1) Individual (4) Not-for-Profit (2) Partnership (5) Publicly Owned (3) Corporation (9) Other	2. Contractor's Name:		
3. Contractor's Street Address:			
4. City:		5. State:	6. Zip Code:

Complete Homeowner Rehab Activity:

1. Property Type (enter code): _____ (1) 1-4 Single Family (2) Condominium (3) Cooperative (4) Manufactured Home	2. Completed Units: Total number: _____ HOME-Assisted Units: _____
--	--

F. Units.

1. Of the Units Completed; the number:	<u>Total</u>	<u>HOME-Assisted</u>
Meeting Energy Star standards:	_____	_____
504-accessible:	_____	_____

G. Property Address.

If this is a multi-address activity, make copies of this page so that cost and beneficiary information is reported for each address – sections G, H and I.

1. Homeowner's Name (optional):	2. Homeowner's Street Address:		
3. City:	4. State:	5. Zip Code:	6. County Code:

H. Costs.

Value after rehab \$ _____

1. HOME Funds (Including PI)		Totals
(1) Amortized Loan	\$ _____	
(2) Grant	\$ _____	
(3) Deferred Payment Loan (DPL)	\$ _____	
(4) Other	\$ _____	
Total HOME Funds		\$ _____
2. Public Funds		
(1) Other Federal Funds	\$ _____	
(2) State/Local Funds	\$ _____	
(3) Tax Exempt Bond Proceeds	\$ _____	
Total Public Funds		\$ _____
3. Private Funds		
(1) Private Loans	\$ _____	
(2) Owner Cash Contributions	\$ _____	
(3) Private Grants	\$ _____	
Total Private Funds		\$ _____
4. Activity Total or Total This Address		\$ _____

I. Beneficiaries. (Use codes indicated below)

Unit #	# of Bdrms	Occupant	Household				Assistance Type	Total Monthly Rent
			% Med	Hispanic? Y/N	Race	Size		
		2					N/A	N/A

FHA Insured (Y/N)?

of Bdrms
 0 – SRO/Efficiency
 1 – 1 bedroom
 2 – 2 bedrooms
 3 – 3 bedrooms
 4 – 4 bedrooms
 5 – 5 or more bedrooms

Occupant
 1 – Tenant
 2 – Owner
 9 – Vacant Unit

Household % Med
 1 – 0 to 30%
 2 – 30+ to 50%
 3 – 50+ to 60%
 4 – 60+ to 80%

Race of Head of Household
 11 – White
 12 – Black/African American
 13 – Asian
 14 – American Indian/Alaska Native
 15 – Native Hawaiian/Other Pacific Islander
 16 – American Indian/Alaska Native & White
 17 – Asian & White
 18 – Black /African American & White
 19 – American Indian/Alaska Native & Black/African American
 20 – Other Multi Racial

Household Size
 1 – 1 person
 2 – 2 persons
 3 – 3 persons
 4 – 4 persons
 5 – 5 persons
 6 – 6 persons
 7 – 7 persons
 8 – 8 or more persons

Household Type
 1 – Single, non-elderly
 2 – Elderly
 3 – Single parent
 4 – Two parents
 5 – Other

Assistance Type
 1 – Section 8
 2 – HOME TBRA
 3 – Other federal, state or local assistance
 4 – No assistance

Instructions for Completing the Homeowner Rehab Set-up and Completion Report

HOME Program

Read the instructions for each item carefully before completing the form.

Applicability. The purpose of this report is to assist with the collection of information to be entered into IDIS. This report is to be completed for each homeowner rehabilitation activity assisted with HOME funds.

Timing. This report form is used to setup an activity in IDIS so that funds may be drawn down and to complete the activity so that the HOME Program reporting requirements are met.

A. General Information.

1. **Name of Participant.** Enter the name of the participating jurisdiction or the agency administering the homeowner rehab activity.
2. **IDIS Activity ID Number.** Enter the activity number assigned by IDIS.
3. **Activity Name.** Enter the name that the grantee or sub-grantee has designated to the activity.

The blank boxes may be used by a grantee or sub-grantee for internally tracking information.

Set Up Activity

B. Objective and Outcome.

Objective. Enter the code of the objective that best describes the purpose of the activity. If a code is not entered in IDIS, the system will default the answer to "2" – Decent affordable housing.

1. **Suitable living environments.** Applies to activities that benefit communities, families, or individuals by addressing issues in their living environment.
2. **Decent affordable housing.** Applies to housing activities that meet individual family or community needs. This objective should not be used for activities where housing is an element of a larger effort.
3. **Creating economic opportunities.** Applies to activities related to economic development, commercial revitalization, and job creation.

Outcome. Enter code of the outcome that best describes the benefits resulting from the activity. If a code is not entered in IDIS, the system will default the answer to "2" – Affordability.

1. **Availability/accessibility.** Applies to activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not refer only to physical barriers.
2. **Affordability.** Applies to activities that provide affordability in a variety of ways. It can include the creation or maintenance of affordable housing, basic infrastructure hookups, or services such as transportation or day care.
3. **Sustainability.** Applies to activities that promote livable or viable communities and neighborhoods by providing services or by removing slums or blighted areas.

C. Special Characteristics.

1. **Activity Location.** Type "Y" next to any that apply. IDIS will default the answer to "N" if an answer is not typed in the field.
 - (1) CDBG strategy area is defined as HUD-approved neighborhood or Community Revitalization strategy Area (NRSA or CRSA), identified in the grantee's Consolidated/Annual Action Plan under Section 91.215(e) or Section 91.315(e)(2).
 - (2) Local target area is defined as a locally designated non-CDBG strategy area targeted for assistance.
 - (3) Presidentially declared major strategy area is defined as an area declared a major disaster under subchapter IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
 - (4) Historic Preservation Area is defined as an area designated for historic preservation by local, state, or federal officials.
 - (5) Brownfield redevelopment area is defined as an abandoned, idle, or underused property where expansion

or redevelopment is complicated by real or potential environmental contamination.

- (6) Conversion from non-residential or residential use is self explanatory. An example is converting an old warehouse into rental units or condominiums.
- (7) Colonia is defined as a rural community or neighborhood located within 150 miles of the U.S.-Mexican border that lacks adequate infrastructure and frequently also lacks other basic services. This field only applies to activities located in the states of Arizona, California, New Mexico, and Texas.

2. **Faith-Based Organization.** Will this activity be carried out by a faith-based organization (Y/N)? Enter "Y" if it is known or if the organization declares itself to be a faith-based organization. If not, enter "N". Note: IDIS will enter the default answer of "N" if an answer is not typed in the field.

D. Activity Information.

1. **Homeowner's Name** (optional). Enter the name of homeowner. For multi address activities the name of the development can be entered.
2. **Street.** Self explanatory. For multi address activities enter a general description of the project location.
3. **City.** Self explanatory.
4. **State.** Self explanatory.
5. **Zip code.** Self explanatory.
6. **County code.** Enter the county name or code. IDIS provides help to select the appropriate code.
7. **Activity Estimates. HOME Units.** Enter the estimated total number of units (upon completion) that will receive HOME assistance.
8. **Activity Estimates. HOME Cost.** Enter the total amount of HOME funds requested for the activity.
9. **Multi-Address (Y/N)?** If the activity consists of more than one home, enter "Y" so that costs and beneficiary information can be reported for each address at completion.
10. **Loan Guarantee (Y/N)?** Enter Y or N to indicate whether this activity is supported by a loan guarantee.

E. Contractor Information (For multi address activities only).

1. **Contractor Type.** Enter code to indicate the type of contractor:
 - (1) Individual
 - (2) Partnership
 - (3) Corporation
 - (4) Not-for-Profit
 - (5) Publicly Owned
 - (6) Other
2. **Contractor's Name.** Enter the name of the contractor.
3. **4., 5., and 6. Contractor's Street Address, City, State and Zip Code.** Self-explanatory.

Complete Homeowner Rehab Activity.

1. **Property Type.** Enter the code to indicate the type of property assisted.
 - (1) 1-4 Single Family
 - (2) Condominium
 - (3) Cooperative
 - (4) Manufactured Home
2. **Completed Units. Total number. HOME Assisted.** Enter the total number of completed units for this activity and the number of completed HOME-assisted units.

F. Units.

1. **Of the units completed, the number: Total and Home-Assisted Meeting Energy Star Standards.** Enter the total number of completed units that meet Energy Star standards and the number of completed HOME-Assisted units that meet Energy Star standards.

Energy Star applies to substantial rehabilitation. It is a system for achieving and verifying a level of building performance with respect to energy efficiency. The performance level is certified by third party contractors. See www.energystar.gov for more information.

Total and HOME Assisted 504 accessible. Enter the total number of completed units and completed HOME assisted units that are 504 accessible.

Note: IDIS will default the answers to zero if units are not entered in these fields.

2. **PJ imposed period of affordability.** Homeowner rehab activities do not have a statutory or regulatory minimum period of affordability. If you are imposing a period of affordability enter the number of years here. To indicate a period of affordability in perpetuity enter "99".

G. Property Address

1. **Homeowner's Name.** (Optional.)
2. **- 6. Homeowner's Street Address, City, State, and Zip Code, and County Code.** Self-explanatory.

H. Costs.

Include all HOME funds used for the activity and all other funds (public and private). *Do not double count.* If private funds are used for construction financing and those funds are later replaced by permanent financing, *do not report both.* Report all HOME funds expended on the activity. (Note: Federal regulations specifically prohibit paying back HOME funds with HOME funds.) For funds other than HOME, to the extent a choice must be made to avoid double counting, report permanent financing rather than construction financing. The total amount of HOME funds reported in the block titled "Total HOME funds" (Item 1) must equal the total amount disbursed through IDIS for this activity.

Value After Rehab. Enter the dollar value of the property. The dollar value is the appraised value of the property before rehabilitation plus the total rehabilitation cost (i.e. all materials, supplies and labor costs directly related to the rehabilitation of the property).

1. **HOME Funds (Including Program Income).**
 - (1) **Amortized Loan.** Enter the amount of HOME funds provided for this activity in the form of an amortized loan. If there are multiple loans, enter the interest rate and term of the largest loan.
 - (2) **Grant.** Enter the amount of HOME funds provided without any repayment requirements. (Note: A grant may be used to reduce the principal amount borrowed, a principal reduction payment, or the effective interest rate, an interest subsidy payment, on a privately originated loan.)
 - (3) **Deferred Payment Loan (DPL).** Enter the amount of HOME funds provided through loans where payment of principal and interest is deferred until a future time and enter the interest rate and amortization period, if any. A DPL is some times called a conditional grant (e.g., repayment is required when the property is sold, or is forgiven if the owner does not sell the property for a specified number of years or repayment of principal and interest starts after the bank loan is repaid.)
 - (4) **Other.** Enter the total amount of HOME funds provided for subsidy funding that is other than the type of loan/grant assistance identified in the above items listed in (1) through (3).

Total HOME Funds. Enter the total of items (1) through (4) as the amount of HOME funds expended.

2. **Public Funds.**
 - (1) **Other Federal Funds.** Exclude any HOME funds expended.
 - (2) **State/Local Funds.**
 - (3) **Tax Exempt Bond Proceeds.** Report funds used for development costs only.

Total Public Funds. Enter the total of items (1) through (3) as the amount of Public Funds expended.
3. **Private Funds.**
 - (1) **Private Loans.** Enter the amount of all of the costs that have been paid with funds obtained from private financial institutions, such as banks, savings and loans, and credit unions, and enter the interest rate and amortization period

- of the loan. If there are multiple loans, enter the interest rate and term of the largest loan. (**Do not double count.**)
 - (2) **Owner Cash Contribution.** Enter the amount of all cash contributions provided by the homeowner.
 - (3) **Private Grants.** Enter the amount of cash contributions provided by private organizations, foundations, donors, etc.
- Total Private Funds.** Enter the total of items (1) through (3) as the amount of Private Funds expended.
4. **Activity Total or total this address.** Enter the sum of totals for HOME funds, Public funds and Private funds.

I. Beneficiaries.

Complete one line for the head of household of each residential unit that is receiving homeowner rehab assistance from the HOME Program.

Unit Number. Enter the unit number of each unit that will receive HOME assistance.

Number of Bedrooms. Enter 0 for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

Occupant. For homeowner rehab, one unit must be owner occupied. If there are tenant occupied units, enter 1 for tenant or 9 for vacant.

Percent of Area Median Income. For each occupied residential unit, enter one code only based on the following definitions:

1. **0-30 Percent of Area Median Income** refers to a household whose annual income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30+-50 Percent of Area Median Income** refers to a household whose annual income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50+-60 Percent of Area Median Income** refers to a household whose annual income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
4. **60+-80 Percent of Area Median Income** refers to a household whose annual income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Hispanic? Y/N. For each occupied residential unit, enter the ethnicity for the head of household as either "Y" for Hispanic or Latino or "N" if the head of household is not Hispanic nor Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Race of Head of Household. For each occupied residential unit, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black/African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
14. **American Indian/Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian/Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.

16. **American Indian/Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black/African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian/Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

Household Size. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 or more persons (for households of more than 8, enter 8).

Household Type. For each residential unit, enter one code only based on the following definitions:

1. **Single, Non-elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Single Parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Two Parents.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

Assistance Type. For rented units, enter one code only to indicate the type of assistance, if any, being provided to the tenant.

1. **Section 8.** Tenants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME TBRA.** Tenants receiving HOME tenant-based rental assistance.
3. **Other federal, state or local assistance.** Tenants receiving rental assistance through other federal, state or local rental assistance programs.
4. **No assistance.** Self-explanatory.

Total Monthly Rent. For renters, enter the total monthly rent (tenant contribution plus subsidy amount).

FHA Insured (Y/N)? Enter "Y" for Yes or "N" for No to indicate whether the property's mortgage is insured by the FHA.

**CITY OF VINELAND
ENVIRONMENTAL REVIEW
TIER 1 - MULTI-YEAR
COMPLIANCE THRESHOLD SCREENING FORM
Housing Rehabilitation**

Name of Owner: _____

Address of Property _____

I. CATEGORICAL EXCLUSION THRESHOLDS

A. Does the rehabilitation involve a change in land use? YES NO

If YES, a separate environmental review must be conducted.
If NO, proceed to I-B.

B. Will the project rehabilitate single family housing or multifamily housing?
SINGLE FAMILY MULTI FAMILY

If SINGLE FAMILY, proceed to II.
If MULTI FAMILY, skip II, proceed directly to III.

II. SINGLE FAMILY CATEGORICAL EXCLUSION THRESHOLDS

A. Will the rehabilitation increase the unit density of the structure beyond 4 units?
 YES NO

If YES, a separate environmental review must be conducted.
If NO, proceed to II-B.

B. Is the proposed project in a coastal zone, floodplain, or wetland?
 YES NO

If NO, proceed directly to IV.
If YES, proceed to II-C.

C. Does the proposed project increase the footprint of the building? YES NO

If NO, proceed directly to IV.
If YES, a separate environmental review must be conducted.

III. MULTI FAMILY CATEGORICAL EXCLUSION THRESHOLDS

A. Will the rehabilitation increase the capacity or density of the structure by more than 20%? YES NO

B. Will the cost of rehab exceed replacement cost after rehabilitation by more than 75%? YES NO

- C. Does the proposed project significantly change the use, size, capacity or location of the structure? YES NO

If YES to any of the above, a separate environmental review must be conducted.
If NO to all of the above, proceed to IV.

IV. FEDERAL LAWS AND AUTHORITIES

A. Floodplains

- 1) Is the property in a Floodplain? YES NO

Flood Insurance Map Ref. _____

Type, Community No., Date

If NO, proceed with completing form.

If YES, comply with the following, and proceed to IV-A2:

The rehabilitation must comply with State and local building code for development in the floodplain.

The community must participate in the National Flood Insurance Program.

The State Recipient must document that the property owner obtains Flood Insurance.

- 2) Will the project involve alteration of a structure listed on the National Register of Historic Places or on a State Inventory of Historic Places?
 YES NO

If YES, the 8-Stage Floodplain Review Process is not required per 24 CFR Part 55.12 (b) (2). Proceed to IV-B.

If NO, proceed to IV-A3.

- 3) Will the project involve improvements to the structure solely to comply with existing state or local health, sanitary or safety code specifications that are necessary to assure safe living conditions?
 YES NO

If YES, the 8-Stage Floodplain Review Process is not required per 24 CFR Part 55.12 (b) (2). Proceed to IV-B.

If NO, proceed to IV-A4.

- 4) Will the project involve improvements to the structure whose cost equals or exceeds 50% of the market value of the structure before the

improvement started, or, if the structure has been damaged, and is being restored, before the damage occurred?

YES NO

If YES, the 8-Stage Floodplain Review Process is required per 24 CFR Part 55. Proceed to IV-B, complete form, give to Environmental Review Technician and await further instructions.

If NO, proceed to IV-A5.

- 5) Will the project involve improvements to the structure which will result in an increase of more than 20% in the number of dwelling units?

YES NO

If YES, the 8-Stage Floodplain Review Process is required per 24 CFR Part 55. Proceed to IV-B, complete form, give to CD Technician and await further instructions.

If NO, the 8-Stage Floodplain Review Process is not required per 24 CFR Part 55.12 (b) (2). Proceed to IV-B.

B. Wetlands

- 1) Is the property in a Wetland? YES NO

National Wetlands Inventory Map Ref. _____
Quad(s), Date

If NO, proceed to IV-C.

If YES, proceed to IV-B2:

- 2) Does the proposed project increase the footprint of the building?

YES NO

If YES, City must comply with E.O. 11990. Proceed to IV-C, complete form, give to Environmental Review Technician and await further instructions.

C. Historic Preservation

- 1) Does the work consist solely of improvements identified on the list of NO EFFECTS activities from the State Historic Preservation Officer?

YES NO

If NO, proceed to IV-C2

If YES, proceed to IV-D.

- 2) Was the structure built prior to 1966?

YES NO

If NO, proceed to IV-C3.

If YES, submit the following to the NJ SHPO.

Request for Section 106 Review:

Cover letter with a project description, photographs of the project site and the surrounding streetscape, a map clearly indicating the site location and a work write up for each project.

Send information to NJ SHPO certified mail, return receipt requested, and attach copies of correspondence and documentation sent to NJ SHPO, along with returned green card.

Date information sent to NJ SHPO: _____

Date concurrence from NJ SHPO provided: _____

- 3) If structure was built after 1966, document the date of construction and maintain the information in the files. The property does not need to be submitted for consultation.

D. Hazardous Toxic/Chemical Substances or Facilities

- 1) Was the residential structure to be rehabilitated built before 1978?
 YES NO

If YES, the owner was notified of the potential for lead-based paint hazards on the property on:

Month/Day/Year

- 2) Does the residential structure to be rehabilitated require asbestos removal?
 YES NO
- 3) Is the residential structure to be rehabilitated in the "general proximity of such areas as dumps, landfills, industrial sites, or other locations that contain, or may have contained hazardous waste." [Part 58.5 (i) (2)(i)(iii)]
 YES NO

E. Flammable/Explosive Materials Storage/Handling Facilities

- 1) Does the project involve rehab of a vacant residential structure?
 YES NO

Does the project involve conversion of a non-residential structure to habitation?

YES NO

Does the project involve an increase in unit density?

YES NO

If NO to all above, proceed to IV-F.

If YES to any of the above, continue to IV-E2.

2) Is there above-ground flammable/explosive materials storage within one mile of the property? These include oxygen, hydrogen, fuel oil, heating oil or products listed on Part 51C.

YES NO

If NO, proceed to IV-F.

If YES, complete form, give to Environmental Review Technician and await further instructions.

F. Noise

A noise information sheet was provided to property owner on

Month/Day/Year

Signature of Preparer

Title

Date

Community Development Administrator
Kenneth J Heather

Date

____ Conditions attached

____ No conditions attached

____ Prepare Part 58 Documentation

RESOLUTION NO. _____

WHEREAS, an Easement was granted to the CITY OF MILLVILLE by INDUSTRIAL AIRPARK FARMS, LLC encumbering property located at Lot 78 in Block 52; and

WHEREAS, the Easement is no longer required and both parties are requesting that same be released of record.

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

1. The aforesaid Easement is hereby released, and the Mayor and City Clerk are hereby authorized to execute the Release of Easement.

2. The City Attorney is hereby authorized to record the Release of Easement in the Cumberland County Clerk’s Office.

Moved By:

Seconded By:

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of 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

Brock D. Russell, Esquire

RELEASE OF EASEMENT

A certain Easement dated October 8, 2015 was made between the **City of Millville** and **Industrial Airpark Farms, LLC**. This Easement was recorded in the Clerk's Office of Cumberland County on October 13, 2015 in Book 4133, Page 9854.

This Easement may now be released of record. This means said Easement is now cancelled and void. I sign and certify to this Release of Easement on _____, 2016.

Witnessed or Attested By:

CITY OF MILLVILLE

Susan G. Robostello, City Clerk

Michael Santiago, Mayor

STATE OF NEW JERSEY
COUNTY OF CUMBERLAND SS:

I certify that on the ____ day of _____, 2016, Susan G. Robostello personally came before me, and this person acknowledged under oath, to my satisfaction the following information:

- a. That she is the City Clerk of the City of Millville;
- b. That she is the attesting witness to the signing of this document by the proper municipal corporate officer who is Michael Santiago, the Mayor of the City of Millville;
- c. That this document was signed and delivered by the Mayor on behalf of the Municipality as his voluntary act duly authorized by a proper resolution of the governing body of the Municipality;
- d. That he knows the proper seal of the Municipal corporation which was affixed to this document; and
- e. That he signed this proof to attest to the truth of these facts.

RESOLUTION NO. _____

WHEREAS, in accordance with New Jersey Statutes the individuals named below are hereby appointed as Class I Special Officers for a one (1) year term beginning April 21, 2016 and ending April 20, 2017:

Class I

Anthony Cills
Sam Brozina
Clarence Koehler

Class II

Timothy Patrick

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

Recycling Tonnage Report for

COUNTY	MUNICIPALITY	REPORT	TONS	SECTOR	MATERIAL	DEPID	COUNTYA	MUNIA	MARKETN
06	10		174.31	C	Corrugated	01	Cumberland	Millville	Raff Recycling Corp.
06	10		95.14	C	Corrugated	01	Cumberland	Millville	Cumberland Recycling
06	10		431.89	C	Corrugated	01	Cumberland	Millville	National Paper Recycling Inc.
06	10		146.06	C	Corrugated	01	Cumberland	Millville	Giordano's
06	10		670.57	C	Corrugated	01	Cumberland	Millville	CCIA
06	10		0.57	C	Corrugated	01	Cumberland	Millville	CCIA
06	10		460.07	C	Corrugated	01	Cumberland	Millville	Harmon Associates
06	10		742.27	C	Corrugated	01	Cumberland	Millville	Waste Management
06	10		61.40	C	Corrugated	01	Cumberland	Millville	Cumberland Recycling
06	10		9.20	C	Corrugated	01	Cumberland	Millville	Waste Management
06	10		2.61	C	Corrugated	01	Cumberland	Millville	ACUA
06	10		6.43	C	Corrugated	01	Cumberland	Millville	CMCMUA
06	10		398.66	C	Corrugated	01	Cumberland	Millville	CCIA
06	10		106.00	C	Corrugated	01	Cumberland	Millville	Republic Services
06	10		32.12	C	Corrugated	01	Cumberland	Millville	Colgate Paper Stock Co.
06	10		7.36	C	Corrugated	01	Cumberland	Millville	Waste Management
06	10		3.20	C	Corrugated	01	Cumberland	Millville	Quest Management Resources
06	10		125.60	C	Corrugated	01	Cumberland	Millville	Accurate Recycling Corp.
06	10		29.95	C	Corrugated	01	Cumberland	Millville	Accurate Recycling Corp.
06	10		126.69	C	Corrugated	01	Cumberland	Millville	Cumberland Recycling
06	10		85.59	C	Corrugated	01	Cumberland	Millville	CCIA
06	10		12.49	C	Corrugated	01	Cumberland	Millville	Waste Management
06	10		66.09	C	Corrugated	01	Cumberland	Millville	Luciano
06	10		86.07	C	Corrugated	01	Cumberland	Millville	CMCMUA
06	10		33.25	R	Corrugated	01	Cumberland	Millville	WestRock Recycling
06	10		7.20	C	Corrugated	01	Cumberland	Millville	Accurate Recycling Corp.
06	10		31.20	C	Corrugated	01	Cumberland	Millville	Waste Management
06	10		1.97	C	Corrugated	01	Cumberland	Millville	Thompson's Recycling Center
06	10		10.40	C	Corrugated	01	Cumberland	Millville	CCIA
06	10		3.73	C	Corrugated	01	Cumberland	Millville	Thompson's Recycling Center
06	10		4.16	C	Corrugated	01	Cumberland	Millville	Cumberland Recycling
06	10		53.50	C	Corrugated	01	Cumberland	Millville	Omni
06	10		8.31	C	Corrugated	01	Cumberland	Millville	Waste Management

Recycling Tonnage Report for

06	10		14.98	C	Corrugated	01	Cumberland	Millville	Omni
06	10		17.30	C	Corrugated	01	Cumberland	Millville	WestRock Recycling
06	10		11.50	C	Corrugated	01	Cumberland	Millville	Cellmark
06	10		1.05	C	Corrugated	01	Cumberland	Millville	Waste Management
06	10		11.70	C	Mixed Office Paper	02	Cumberland	Millville	Raff Recycling Corp.
06	10		3.23	C	Mixed Office Paper	02	Cumberland	Millville	Lorco Petroleum Services
06	10		2.33	C	Mixed Office Paper	02	Cumberland	Millville	Giordano's
06	10		1,245.34	C	Mixed Office Paper	02	Cumberland	Millville	CCIA
06	10		1.06	C	Mixed Office Paper	02	Cumberland	Millville	CCIA
06	10		1.41	C	Mixed Office Paper	02	Cumberland	Millville	Harmon Associates
06	10		17.08	C	Mixed Office Paper	02	Cumberland	Millville	Waste Management
06	10		4.86	C	Mixed Office Paper	02	Cumberland	Millville	ACUA
06	10		13.15	C	Mixed Office Paper	02	Cumberland	Millville	CCIA
06	10		740.37	C	Mixed Office Paper	02	Cumberland	Millville	CCIA
06	10		3.66	C	Mixed Office Paper	02	Cumberland	Millville	Thompson's Recycling Center
06	10		6.93	C	Mixed Office Paper	02	Cumberland	Millville	Thompson's Recycling Center
06	10		27.82	C	Mixed Office Paper	02	Cumberland	Millville	Omni
06	10		2.40	C	Mixed Office Paper	02	Cumberland	Millville	Cellmark
06	10			R	Mixed Office Paper	02	Cumberland	Millville	
06	10		1.95	C	Mixed Office Paper	02	Cumberland	Millville	Waste Management
06	10		1.82	C	Newspaper	03	Cumberland	Millville	Harmon Associates
06	10			C	Newspaper	03	Cumberland	Millville	
06	10			C	Newspaper	03	Cumberland	Millville	
06	10		346.65	C	Other Paper/Mag/JunkMai	04	Cumberland	Millville	Tab Recycling
06	10		3.48	C	Other Paper/Mag/JunkMa	04	Cumberland	Millville	Giordano's
06	10		6.05	C	Other Paper/Mag/JunkMa	04	Cumberland	Millville	CMCMUA
06	10			C	Other Paper/Mag/JunkMai	04	Cumberland	Millville	
06	10			C	Other Paper/Mag/JunkMai	04	Cumberland	Millville	
06	10		335.28	C	Glass Containers	05	Cumberland	Millville	CCIA
06	10		0.28	C	Glass Containers	05	Cumberland	Millville	CCIA
06	10		4.59	C	Glass Containers	05	Cumberland	Millville	Waste Management
06	10		1.30	C	Glass Containers	05	Cumberland	Millville	ACUA
06	10		6.42	C	Glass Containers	05	Cumberland	Millville	CMCMUA
06	10		41.22	C	Glass Containers	05	Cumberland	Millville	CCIA

Recycling Tonnage Report for

06	10		313.17	C	Glass Containers	05	Cumberland	Millville	CMCMUA
06	10		199.33	C	Glass Containers	05	Cumberland	Millville	CCIA
06	10		0.98	C	Glass Containers	05	Cumberland	Millville	Thompson's Recycling Center
06	10		7.49	C	Glass Containers	05	Cumberland	Millville	Omni
06	10		15.37	C	Glass Containers	05	Cumberland	Millville	CCIA
06	10		0.52	C	Glass Containers	05	Cumberland	Millville	Waste Management
06	10		1.86	C	Glass Containers	05	Cumberland	Millville	Thompson's Recycling Center
06	10		23.94	C	Aluminum Containers	06	Cumberland	Millville	CCIA
06	10		0.02	C	Aluminum Containers	06	Cumberland	Millville	CCIA
06	10		0.19	C	Aluminum Containers	06	Cumberland	Millville	Harmon Associates
06	10		0.35	C	Aluminum Containers	06	Cumberland	Millville	Waste Management
06	10		0.09	C	Aluminum Containers	06	Cumberland	Millville	ACUA
06	10		0.04	C	Aluminum Containers	06	Cumberland	Millville	Giordano's
06	10		0.03	C	Aluminum Containers	06	Cumberland	Millville	CMCMUA
06	10		0.15	C	Aluminum Containers	06	Cumberland	Millville	Cumberland Recycling
06	10		2.94	C	Aluminum Containers	06	Cumberland	Millville	CCIA
06	10		22.36	C	Aluminum Containers	06	Cumberland	Millville	CMCMUA
06	10		14.23	C	Aluminum Containers	06	Cumberland	Millville	CCIA
06	10		0.07	R	Aluminum Containers	06	Cumberland	Millville	Thompson's Recycling Center
06	10		1.09	C	Aluminum Containers	06	Cumberland	Millville	CCIA
06	10		0.03	C	Aluminum Containers	06	Cumberland	Millville	Waste Management
06	10		0.13	C	Aluminum Containers	06	Cumberland	Millville	Thompson's Recycling Center
06	10		0.53	C	Aluminum Containers	06	Cumberland	Millville	Omni
06	10		129.60	C	Steel Containers	07	Cumberland	Millville	Lorco Petroleum Services
06	10		1.50	C	Steel Containers	07	Cumberland	Millville	Safety Kleen
06	10		47.89	C	Steel Containers	07	Cumberland	Millville	CCIA
06	10		0.04	C	Steel Containers	07	Cumberland	Millville	CCIA
06	10		0.65	C	Steel Containers	07	Cumberland	Millville	Waste Management
06	10		0.18	C	Steel Containers	07	Cumberland	Millville	ACUA
06	10		0.62	C	Steel Containers	07	Cumberland	Millville	CMCMUA
06	10		5.88	C	Steel Containers	07	Cumberland	Millville	CCIA
06	10		2.32	C	Steel Containers	07	Cumberland	Millville	Hydrocarbon Recovery
06	10		44.73	C	Steel Containers	07	Cumberland	Millville	CMCMUA
06	10		28.47	C	Steel Containers	07	Cumberland	Millville	CCIA

Recycling Tonnage Report for

06	10		0.14	C	Steel Containers	07	Cumberland	Millville	Thompson's Recycling Center
06	10		2.19	C	Steel Containers	07	Cumberland	Millville	CCIA
06	10		0.07	C	Steel Containers	07	Cumberland	Millville	Waste Management
06	10		0.26	C	Steel Containers	07	Cumberland	Millville	Thompson's Recycling Center
06	10		0.17	C	Steel Containers	07	Cumberland	Millville	Crystal Clean
06	10		1.07	C	Steel Containers	07	Cumberland	Millville	Omni
06	10		81.30	C	Plastic Containers	08	Cumberland	Millville	Raff Recycling Corp.
06	10		68.04	C	Plastic Containers	08	Cumberland	Millville	Cumberland Recycling
06	10		71.84	C	Plastic Containers	08	Cumberland	Millville	CCIA
06	10		0.06	C	Plastic Containers	08	Cumberland	Millville	CCIA
06	10		0.98	C	Plastic Containers	08	Cumberland	Millville	Waste Management
06	10		0.28	C	Plastic Containers	08	Cumberland	Millville	ACUA
06	10		1.93	C	Plastic Containers	08	Cumberland	Millville	CMCMUA
06	10		8.83	C	Plastic Containers	08	Cumberland	Millville	CCIA
06	10		67.10	C	Plastic Containers	08	Cumberland	Millville	CMCMUA
06	10		42.71	C	Plastic Containers	08	Cumberland	Millville	CCIA
06	10		0.21	C	Plastic Containers	08	Cumberland	Millville	Thompson's Recycling Center
06	10		3.29	C	Plastic Containers	08	Cumberland	Millville	CCIA
06	10		0.11	C	Plastic Containers	08	Cumberland	Millville	Waste Management
06	10		0.39	C	Plastic Containers	08	Cumberland	Millville	Thompson's Recycling Center
06	10		1.60	C	Plastic Containers	08	Cumberland	Millville	Omni
06	10		38.70	C	Heavy Iron	09	Cumberland	Millville	Raff Recycling Corp.
06	10		843.48	C	Heavy Iron	09	Cumberland	Millville	American Recycling
06	10		209.74	C	Heavy Iron	09	Cumberland	Millville	Cumberland Recycling
06	10		565.15	C	Heavy Iron	09	Cumberland	Millville	Giordano's
06	10		3.60	C	Heavy Iron	09	Cumberland	Millville	Cumberland Recycling
06	10		61.10	C	Heavy Iron	09	Cumberland	Millville	Cumberland Recycling
06	10		1.11	C	Heavy Iron	09	Cumberland	Millville	Fortune Metals
06	10		3.40	C	Heavy Iron	09	Cumberland	Millville	R Franelle's Sons
06	10		1.00	C	NonFerrous/Aluminum Sc	10	Cumberland	Millville	Raff Recycling Corp.
06	10		143.39	C	NonFerrous/Aluminum Sc	10	Cumberland	Millville	Cumberland Recycling
06	10		83.04	C	NonFerrous/Aluminum Sc	10	Cumberland	Millville	Giordano's
06	10			C	NonFerrous/Aluminum Sc	10	Cumberland		
06	10		29.57	C	NonFerrous/Aluminum Sc	10	Cumberland	Millville	Landis Building Service & Recy.

Recycling Tonnage Report for

06	10		2.34	C	NonFerrous/Aluminum Scr	10	Cumberland	Millville	Fortune Metals
06	10		2.11	C	NonFerrous/Aluminum Scr	10	Cumberland	Millville	American Recycling
06	10		1.05	C	NonFerrous/Aluminum Scr	10	Cumberland	Millville	Cumberland Recycling
06	10			C	NonFerrous/Aluminum Scr	10	Cumberland	Millville	
06	10		769.81	C	White Goods & Light Iron	11	Cumberland	Millville	Cumberland Recycling
06	10		183.11	C	White Goods & Light Iron	11	Cumberland	Millville	Giordano's
06	10		20.00	C	White Goods & Light Iron	11	Cumberland	Millville	Fesmire
06	10		0.83	C	White Goods & Light Iron	11	Cumberland	Millville	CCIA
06	10		0.32	C	Anti-freeze	12	Cumberland	Millville	CCIA
06	10		0.37	C	Anti-freeze	12	Cumberland	Millville	Safety Kleen
06	10		1.55	C	Anti-freeze	12	Cumberland	Millville	Veolia
06	10		0.17	C	Anti-freeze	12	Cumberland	Millville	Safety Kleen
06	10		1.41	C	Anti-freeze	12	Cumberland	Millville	Crystal Clean
06	10		5.47	C	Batteries (Automobile)	13	Cumberland	Millville	Cumberland Recycling
06	10		5.92	C	Batteries (Automobile)	13	Cumberland	Millville	Interstate Batteries
06	10		1.34	C	Batteries (Automobile)	13	Cumberland	Millville	Aerc
06	10		38.03	C	Batteries (Automobile)	13	Cumberland	Millville	Johnson Controls Inc.
06	10		0.11	C	Batteries (Automobile)	13	Cumberland	Millville	Veolia
06	10		102.21	C	Batteries (Automobile)	13	Cumberland	Millville	Interstate Batteries
06	10		2.29	C	Batteries(Automobile)	13	Cumberland	Millville	Interstate Batteries
06	10		0.50	C	Batteries (Automobile)	13	Cumberland	Millville	Call 2 Recycle
06	10		92.15	C	Automobile Scrap	14	Cumberland	Millville	Cumberland Recycling
06	10		79.97	C	Automobile Scrap	14	Cumberland	Millville	Giordano's
06	10		60.00	C	Tires	15	Cumberland	Millville	Emanuel Tire
06	10		43.85	C	Tires	15	Cumberland	Millville	Liberty Tires
06	10		50.98	C	Tires	15	Cumberland	Millville	CCIA
06	10		9.12	C	Tires	15	Cumberland	Millville	Emanuel Tire
06	10		52.03	C	Tires	15	Cumberland	Millville	Liberty Recycling
06	10		10.41	C	Tires	15	Cumberland	Millville	CCIA
06	10			C	Tires	15	Cumberland	Millville	
06	10		66.58	C	Used Motor Oil	16	Cumberland	Millville	Lorco Petroleum Services
06	10		17.75	C	Used Motor Oil	16	Cumberland	Millville	Safety Kleen
06	10		6.69	C	Used Motor Oil	16	Cumberland	Millville	CCIA
06	10		0.02	C	Used Motor Oil	16	Cumberland	Millville	Safety Kleen

Recycling Tonnage Report for

06	10		54.68	C	Used Motor Oil	16	Cumberland	Millville	Hydrocarbon Recovery
06	10		6.44	C	Used Motor Oil	16	Cumberland	Millville	Safety Kleen
06	10		34.35	C	Used Motor Oil	16	Cumberland	Millville	Monarch
06	10		7.99	C	Used Motor Oil	16	Cumberland	Millville	Safety Kleen
06	10		0.96	C	Used Motor Oil	16	Cumberland	Millville	International Petroleum Corp.
06	10		27.21	C	Used Motor Oil	16	Cumberland	Millville	Crystal Clean
06	10			C	Used Motor Oil	16	Cumberland	Millville	
06	10			C	Used Motor Oil	16	Cumberland	Millville	
06	10		0.50	C	Brush/Tree Parts	17	Cumberland	Millville	Old Cape Inc.
06	10		37.50	C	Brush/Tree Parts	17	Cumberland	Millville	Thompson's Recycling Center
06	10		11.29	C	Brush/Tree Parts	17	Cumberland	Millville	CCIA
06	10		35.28	C	Brush/Tree Parts	17	Cumberland	Millville	Cape Minning Recycling
06	10		21.75	C	Brush/Tree Parts	17	Cumberland	Millville	Winzinger
06	10			C	Brush/Tree Parts	17	Cumberland	Millville	
06	10			R	Brush/Tree Parts	17	Cumberland	Millville	
06	10		1,490.00	R	Brush/Tree Parts	17	Cumberland	Millville	Millville Compost Facility
06	10		281.00	R	Grass Clippings	18	Cumberland	Millville	Millville Compost Facility
06	10		3,790.00	R	Leaves	19	Cumberland	Millville	Millville Compost Facility
06	10			C	Stumps	20	Cumberland	Millville	
06	10			C	Stumps	20	Cumberland	Millville	
06	10		61.84	C	Consumer Electronics	21	Cumberland	Millville	CCIA
06	10		0.25	C	Consumer Electronics	21	Cumberland	Millville	Veolia
06	10			C	Consumer Electronics	21	Cumberland	Millville	
06	10		42.50	C	Consumer Electronics	21	Cumberland	Millville	Hewlett Packard
06	10		6.20	C	Consumer Electronics	21	Cumberland	Millville	Hewlett Packard
06	10		683.10	C	Concrete / Asphalt / Brick	22	Cumberland	Millville	Kennedy Concrete Inc.
06	10		36.82	C	Concrete / Asphalt / Brick	22	Cumberland	Millville	Lower County Recycling
06	10		89.36	C	Concrete / Asphalt / Brick	22	Cumberland	Millville	Thompson's Recycling Center
06	10		152.87	C	Concrete / Asphalt / Brick	22	Cumberland	Millville	South State Inc.
06	10		1,407.35	C	Concrete / Asphalt / Brick	22	Cumberland	Millville	CCIA
06	10		22.75	C	Concrete / Asphalt / Brick	22	Cumberland	Millville	Accurate Recycling Corp.
06	10		53.13	C	Concrete / Asphalt / Brick	22	Cumberland	Millville	Cape Minning Recycling
06	10		149.22	C	Concrete / Asphalt / Brick	22	Cumberland	Millville	Action Supply

Recycling Tonnage Report for

06	10		3,264.62	C	Concrete / Asphalt / Brick	22	Cumberland	Millville	Kennedy Concrete Inc.
06	10		11.88	C	Concrete / Asphalt / Brick	22	Cumberland	Millville	R.E. Pierson
06	10		835.00	C	Concrete / Asphalt / Brick	22	Cumberland	Millville	Winzinger
06	10		705.00	C	Concrete / Asphalt / Brick	22	Cumberland	Millville	EarthTech
06	10			R	Concrete / Asphalt / Brick	22	Cumberland	Millville	
06	10		5.46	C	Food Waste	23	Cumberland	Millville	OilMatic of NJ
06	10			C	Food Waste	23	Cumberland	Millville	
06	10		0.61	C	Food Waste	23	Cumberland	Millville	Waste Oil Recycles
06	10		46.08	C	Food Waste	23	Cumberland	Millville	Wenger Farm
06	10		0.64	C	Batteries (Dry Cell)	24	Cumberland	Millville	Aerc
06	10		0.07	C	Batteries (Dry Cell)	24	Cumberland	Millville	Veolia
06	10		0.01	C	Batteries (Dry Cell)	24	Cumberland	Millville	Aerc
06	10		1,080.00	C	Other Glass	25	Cumberland	Millville	ABCA Recycling Inc.
06	10		71.81	C	Other Glass	25	Cumberland	Millville	Giordano's
06	10		2,189.63	C	Other Glass	25	Cumberland	Millville	Thompson's Recycling Center
06	10		247.65	C	Other Glass	25	Cumberland	Millville	Thompson's Recycling Center
06	10		393.90	C	Other Glass	25	Cumberland	Millville	Giordano's
06	10		1,611.00	C	Other Glass	25	Cumberland	Millville	Thompson's Recycling Center
06	10		0.26	C	Other Plastic	26	Cumberland	Millville	Raff Recycling Corp.
06	10		55.41	C	Other Plastic	26	Cumberland	Millville	National Paper Recycling Inc.
06	10		249.38	C	Other Plastic	26	Cumberland	Millville	Giordano's
06	10		13.52	C	Other Plastic	26	Cumberland	Millville	CCIA
06	10		0.01	C	Other Plastic	26	Cumberland	Millville	Aerc
06	10		0.76	C	Other Plastic	26	Cumberland	Millville	Fesmire
06	10		0.11	C	Other Plastic	26	Cumberland	Millville	Logistics
06	10		334.45	C	Other Plastic	26	Cumberland	Millville	Chemex Inc.
06	10		3.52	C	Other Plastic	26	Cumberland	Millville	Trex
06	10		6.12	C	Other Plastic	26	Cumberland	Millville	Mainetti Co.
06	10			R	Other Plastic	26	Cumberland	Millville	
06	10			R	Other Plastic	26	Cumberland	Millville	
06	10		213.06	C	Oil Contaminated Soil	27	Cumberland	Millville	Soil Safe
06	10			C	Oil Contaminated Soil	27	Cumberland	Millville	
06	10			C	Process Residue	28	Cumberland	Millville	
06	10			C	Process Residue	28	Cumberland	Millville	

Recycling Tonnage Report for

06	10		21.38	C	Textiles	29	Cumberland	Millville	American Recycling Tech.
06	10		14.30	C	Textiles	29	Cumberland	Millville	Turnkey Enterprises LLC
06	10		230.32	C	Wood Scraps	30	Cumberland	Millville	Thompson's Recycling Center
06	10		7.38	C	Wood Scraps	30	Cumberland	Millville	Giordano's
06	10		691.57	C	Wood Scraps	30	Cumberland	Millville	CMCMUA
06	10		6.78	C	Wood Scraps	30	Cumberland	Millville	Thompson's Recycling Center
06	10		30.00	C	Wood Scraps	30	Cumberland	Millville	Northwest Pallet
06	TOTAL		32,586.43						

Resolution No. _____

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c. 102, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection is promulgating recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants will memorialize the commitment of this Commission to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure that the application is properly completed and timely filed.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Michael McNiss to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purpose of recycling.

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 19, 2016.

Susan G. Robostello, City Clerk/Adm

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 122 Lot 6 330 Riverside Dr (Board & Secure date 4-4-16) Administrative Fee	21.50 500.00
Block 277 Lot 2 111 Sharp St (Board & Secure date -4-1-16) Administrative Fee	129.00 250.00
Block 331 Lot 17 312 D St (Board and Secure date 4-5-16) Administrative Fee	43.00 250.00

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 19, 2016.

Susan G. Robostello, City Clerk

WHEREAS, Chapter 11, Article III of the Municipal Code of the City of Millville authorizes the Governing Body to remove any structure which is or may become dangerous to life or health which is contained in the Property Maintenance Code of the City of Millville; and

WHEREAS, the Fire 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:

1. 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 11-6 of the municipal code.

PARTIAL DEMOLITION:

Block 527 Lot 7	
500 S 2 nd St	
(Demolition Date 2-6-16)	2905.00
Admin Fee	250.00

Moved By: _____

Seconded By: _____

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

CERTIFICATION

I certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners, of the City of Millville, in the County of Cumberland, at a meeting thereof held on April 19, 2016.

Susan G. Robostello, City Clerk

Certification Of Availability of Funds

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

Resolution Date: 04/19/16
Resolution Number: A

Vendor: 68861 THE RITTER LAW OFFICE
55 FAYETTE STREET
PO BOX 320
BRIDGETON, NJ 08302

Contract: 15-00017 Special Counsel- Litigation
for the city where there is a
conflict for City Attorney

Account Number	Amount	Department Description
6-01-20-155-000-227	5,000.00	LEGAL SERVICES & COSTS
Total	5,000.00	

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 Municipality by Resolution No. R40-2015 adopted February 3, 2015 to retain the services of the Ritter Law Office, LLC (Theodore H. Ritter, Esquire) to perform professional services in particular to act as special counsel in litigation matters on behalf of the Municipality; and

WHEREAS, the Professional Services Contract approved by said resolution provided for a total consideration not to exceed \$5,000.00; and

WHEREAS, one particular matter in litigation filed in Superior Court in 2014 continues to require Consultant's legal services on behalf of the Municipality and Consultant has now exhausted the \$5,000.00 previously approved; and

WHEREAS, the Chief Financial officer has issued a certification of availability of funds.

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 between the Municipality and Consultant is hereby approved so as to provide for additional compensation not to exceed \$5,000.00.
2. The Mayor and City Clerk are hereby authorized to execute the agreement.
3. The Agreement covers the period from January 1, 2016 through January 31, 2016.

Moved By: _____

Seconded By: _____

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

CERTIFICATION

I certify that the foregoing is a true copy of a 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
THEODORE H. RITTER, ESQUIRE**

WHEREAS, the parties entered into a Professional Services Contract on February 3, 2015 as approved by Resolution No. R40-2015 adopted on February 3, 2015 wherein the City retained the services of Consultant to act as special counsel in litigation matters; and

WHEREAS, said Professional Services Contract provided for compensation not to exceed \$5,000.00; and

WHEREAS, one particular case has not been resolved and Consultant has completely exhausted the aforesaid \$5,000.00.

It is therefore agreed by the parties based upon the mutual covenants as below as follows:

Article IV of the aforesaid Professional Services Contract is amended to provide for and additional compensation not to exceed \$5,000.00 to be billed at the same rate of \$130.00 per hour.

Article VII, paragraph 6 is hereby amended to provide for an extension of the aforesaid contract for one year through to December 31, 2016.

Article VII, paragraph 7 is hereby amended as follows:

7. INDEMNIFICATION & INSURANCE.

A. INDEMNIFICATION. 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.

B. INSURANCE. 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.

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 C.

All the terms and conditions set forth in the aforesaid Professional Services Contract shall remain in full force and effect except as stated above.

CITY OF MILLVILLE

ATTEST:

BY: _____
Michael Santiago, Mayor

Susan G. Robostello, Clerk

RITTER LAW OFFICE, LLC

By: _____
Theodore H. Ritter, Esquire

WITNESS:

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
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.

RESOLUTION _____

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

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
76	2	1969-0	915 Cherry St.	15	3	\$ 46.80		WATER
				16	1	\$ (2.80)		WATER
				15	4	\$ (44.00)		WATER
119	1	2763-0	427 Penn Ave.	16	2	\$ 30.00		WATER
				16	2	\$ 100.61		SEWER
118	1	2749-0	269 Arlington Ave.	16	2	\$ (100.61)		SEWER
				16	2	\$ (30.00)		WATER
236	107	4616-0	609 Dove Dr.	Ovr	Pay	\$ 67.00		SEWER
				16	2	\$ (67.00)		WATER
236	115	4624-0	620 Dove Dr.	Ovr	Pay	\$ 41.50		SEWER
				16	2	\$ (41.50)		WATER
269	20.10	5451-0	806 N 3rd St.	Ovr	Pay	\$ 20.00		WATER
				16	2	\$ (20.00)		SEWER
269	20.06	11854-0	2024 Easy St.	Ovr	Pay	\$ 29.96		WATER
				16	2	\$ (29.96)		SEWER
287	12	5422-0	914 N High St.	Ovr	Pay	\$ 125.00		WATER
				16	2	\$ (125.00)		SEWER
297	18	5557-0	20 W. Green St.	Ovr	Pay	\$ 29.45		SEWER
				16	2	\$ (29.45)		WATER
318	3	5869-0	904 N 7th St.	Ovr	Pay	\$ 20.00		WATER
				16	2	\$ (20.00)		SEWER
331	11	6043-0	700 N 4th St.	15	3	\$ 185.00		WATER
				16	2	\$ (185.00)		SEWER
331	15	6047-0	322 D St.	Ovr	Pay	\$ 86.00		WATER
				16	2	\$ (86.00)		SEWER
374	14.04	10349-2	520-522 E Vine	Ovr	Pay	\$ 9.37		WATER
				16	2	\$ (9.37)		WATER
559	2	11670-1	1111 S 2nd St.	16	1	\$ 30.00		SEWER
				16	1	\$ 130.00		SEWER
		11670-2	15	3	\$ (0.06)		SEWER	
			15	4	\$ (130.00)	(2.46)	SEWER	
		16	1		(0.66)	SEWER		
		15	4	\$ (26.10)	(0.57)	WATER		
15	4		(0.15)	WATER				

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
125.01	1	X	47 Warbird Lane	16	1	\$ 80.44	0.59	TAX
				16	1	\$ (80.44)	(0.59)	Pilot Abatement
483	1.04	X	208S Wade Blvd	16	1	\$ 527.38	5.16	TAX
				15	4	\$ 1.00	0.02	TAX
				15	4	\$ (1.00)	(0.02)	Pilot Abatement
				16	1	\$ (526.36)	(5.16)	Pilot Abatement
				16	2	\$ (1.02)		Pilot Abatement
293	4		218 E. Broad St.			\$ 370.91	21.21	Spec. Assmt.
						\$ 273.17	8.96	Spec. Assmt.
						\$ 606.48	10.62	Spec. Assmt.
						\$ (370.00)	(22.12)	CBG Com Dev.
						\$ (272.50)	(9.63)	CBG Com Dev.
						\$ (605.00)	(12.10)	CBG Com Dev.
376	12		415 N 3rd St.			\$ 7,071.28	1,169.61	Spec. Assmt.
						\$ (7,071.28)	(1,169.61)	CBG Com Dev.
431	12		424 E Main St.			\$ 430.00	23.60	Spec. Assmt.
						\$ (430.00)	(23.60)	CBG Com Dev.
394	11	10931-0	411 N 7th St.	11	3	\$ 11.55	1.73	W Arrears
				11	2	\$ 0.07		W Arrears
				12	2		7.25	W Arrears
				11	3	\$ (11.55)	(1.73)	S Arrears
				11	2	\$ (0.07)		S Arrears
				12	2		(7.25)	S Arrears
425	15		526 Pine St.	16	1	\$ 452.69	5.94	TAX
						\$ (122.50)	(11.35)	Spec. Assmt.
						\$ (318.84)	(5.94)	Spec. Assmt.

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
31	4	552-0	19 Westwood Terr.	16	2	\$ 86.00		WATER
				16	2	\$ 80.00		SEWER
64	5	1520-0	1607 Acorn Dr.	16	2	\$ 47.50		WATER
				16	2	\$ 130.00		SEWER
567	11	9859-0	504 Brian Ave.	16	1		0.20	WATER
				15	4	\$ 39.34	1.04	WATER
				15	4	\$ 10.00		NSF FEE
				16	1		0.78	SEWER
				15	4	\$ 140.00	3.64	SEWER
				15	4	\$ 10.00		NSF FEE
						\$ 15.00		Cost of Sale
562.06	2	12342-0	915 Sharlane Blvd.	16	1	\$ 30.00	0.20	WATER
				16	1	\$ 10.00		NSF FEE
				16	1	\$ 129.92	0.87	SEWER
				15	4	\$ 0.01		SEWER
				16	1	\$ 10.00		NSF FEE

That the following be added to the Utility records due to illegal turn on

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
298	13	5570-0	825 Archer 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

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

Block	lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
76	2	1969-0	915 Cherry St.	15	3	(648.50)		WATER

Moved By: _____

Seconded By: _____

VOTING:

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

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

RESOLUTION NO.

WHEREAS, the City of Millville recently suffered a slip line failure while attempting to repair a break in a gravity sewer line at 3rd and Main Street;

WHEREAS, the Borough of Glassboro has offered to provide mutual aid , to wit to provide the equipment and labor for the purpose of cutting a defective patch in order to clear the line;

WHEREAS, the Board of Commissioners of the City of Millville finds the repair of this break in the sewer line constitutes an emergency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Millville that the City Clerk/Administrator is hereby authorized to sign the letter inviting an Emergency Service Request between the City of Millville and the Borough of Glassboro.

Moved By: _____

Seconded By: _____

<u>VOTING</u>	<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
Michael Santiago				
LynnePorreca 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

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.

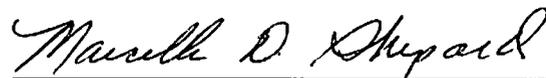
Resolution Date: 04/19/16
Resolution Number: A

Vendor: 84680 URBAN ENTERPRISE ZONE
2115 S. DELSEA DRIVE
VINELAND, NJ 08360

Contract: 16-00033 Millville-Vineland Enterprise
Zone Development Corp for 12
months

Account Number	Amount	Account Description
T-19-89-000-000-810	19,887.30	UEZ 2ND GEN. REVOLVING LOAN
Total	19,887.30	

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 (the Municipality) desires to provide the annual funding to support the administration of the Millville-Vineland Urban Enterprise Zone from Second Generation UEZ funds from July 1, 2015 through June 30, 2016; and

WHEREAS, the Enterprise Zone Development Corporation provides valuable assistance to zone businesses throughout the certification and re-certification processes; and

WHEREAS, the anticipated contribution from the Municipality is nineteen thousand eight hundred eighty-seven dollars and thirty cents (\$19,887.30); and

WHEREAS, a public hearing was conducted at the regular meeting of the governing body of the Municipality on April 19, 2016 in connection with the proposed funding; and

WHEREAS, it is considered to be in the best interest of the Municipality and the community in particular to provide Second Generation Urban Enterprise Zone Funds for the above mentioned purposes.

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

1. The governing body of the City of Millville hereby authorizes and directs that \$19,887.30 in Second Generation Urban Enterprise Zone Funds be provided to the Millville -Vineland Enterprise Zone Development Corporation for July 1, 2015 through the June 30, 2016.

2. The appropriate municipal officials are hereby authorized to take any and all actions required to implement the project, including amending the municipal budget.

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