

TENTATIVE AGENDA FOR COMMISSION MEETING
June 7, 2016, 6:30 P.M.

1. ROLL CALL - JUNE 7, 2016

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

Open Public Meetings Statement by Mayor Michael Santiago

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

City Clerk to Review Changes to the Agenda

Minutes - Motion to approve and dispense with the reading of the May 17, 2016 Work Session minutes, May 17, 2016 Commission Meeting minutes and May 25, 2016 Special Commissioning meeting minutes and to proceed with the regular order of business.

2. BILLS

3. PUBLIC COMMENT ON AGENDA ITEMS ONLY

4. OLD BUSINESS

4.I. Old Business Item (1)

Correspondence from QPA reporting no proposals were received at the Purchasing Board Meeting held on Thursday, May 26, 2016 for a 2016 Conflict Municipal Prosecutor and Conflict Municipal Public Defender
Motion -
Second -

Documents: [QPA REPORT CONFLICT PD AND PRSCTR.PDF](#)

5. PETITIONS & LETTERS

6. REPORTS OF COMMISSIONERS

7. DEPARTMENT OF PUBLIC WORKS

7.I. Department Of Public Works
Cumberland County Health Reports for the months of January, February and March of 2016
Motion -
Second -

Documents: [JANUARY CCBH MONTHLY REPORT.PDF](#), [FEBRUARY CCBH MONTHLY REPORT.PDF](#), [MARCH CCBH MONTHLY REPORT.PDF](#)

8. DEPARTMENT OF PUBLIC AFFAIRS

9. DEPARTMENT OF REVENUE & FINANCE

10. DEPARTMENT OF PARKS & PUBLIC PROPERTY

11. DEPARTMENT OF PUBLIC SAFETY

12. ORDINANCES 1ST READING

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

An Ordinance establishing new Article IV, in Chapter 1 of the municipal code allowing the office of the City Clerk to provide public notary service to the public and to charge the State mandated fee.
Motion -
Second -

Documents: [ORD ARTICLE IV IN CHAPTER 1 NOTARY SERVICES 5 17 16.PDF](#)

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

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
Add
903 N. 6th Street, Placard #P1267741
303 S. 6th Street, Placard #P1118561

Motion -
Second -

Documents: [ORD - HANDICAPPED PARKING ADD 2 ON 6-7-2016.PDF](#)

13. ORDINANCES 2ND READING

13.I. Ordinance No. 22-2016

An Ordinance amending the Municipal Code of the City of Millville: Chapter 20, Flood Damage Prevention
Motion -
Second -
(Public Hearing)

Documents: [PN - FLOOD DAMAGE PREVENTION.PDF](#), [ORD - MILLVILLE FEMA FLOOD ORDINANCE REV JUNE 16 2016.PDF](#)

13.II. Ordinance No. 23-2016

An Ordinance amending Section 2-69 of the Municipal Code amending existing maximum compensation and removing an existing title.
Motion -
Second -
(Public Hearing)

Documents: [PN - SALARY ORD.PDF](#), [ORD - SALARY ORDINANCE - SEWER SUPERINTENDENT - WATER SUPERINTENDENT.PDF](#)

13.III. Ordinance No. 24-2016

A Bond Ordinance appropriating \$484,005.00 to General Capital Improvements to Various Municipal Buildings
Motion -
Second -
(Public Hearing)

Documents: [PN - BOND ORDINANCE.PDF](#), [ORD - BOND ORDINANCE - CAPITAL IMPROVEMENTS 2016.PDF](#)

13.IV. Ordinance No. 25-2016

An Ordinance re-appropriating unexpended funds from NJEIT Loans in the amount of \$266,376.84
Motion -
Second -
(Public Hearing)

Documents: [PN - UNEXPENDE PROCEEDS.PDF](#), [ORD - 2016 UNEXPENDE PROCEEDS FOR SEWER CAPITAL.PDF](#)

14. RESOLUTIONS

14.I. Resolution No. R183-2016

Resolution approving City of Millville Taxicab Operator's License Applications for the following applicants to operate a taxicab within the City for the period covering January 1, 2016 through December 31, 2016:

1. Joseph John Christmann
2. Hamiel Lana
3. Aaron Wayne King
4. Brenda L. Wells
5. Shirley A. Mossbrooks
6. Maria E. Aispuro
7. Nasario Aispuro

8. Steven M. Overstreet

9. Charles W. Repp, Sr.

10. Jose Reyes

11. Jose G. Jerez

12. John F. Rice

13. Richard C. Gordon

14. Joann Rice

15. Anthony Mascia

16. Heather Galyano

Motion
Second -

Documents: [RES - TAXI OPERATOR LICENSE 6 7-16.PDF](#)

14.II. Resolution No. R184-2016

Resolution to Amend Resolution R168-2016 adopted on May 17, 2016 to correct a clerical error that misstated the matching amount of the grant to be \$10,531.00 which should have been \$7,898.50.

Motion -
Second -
(Certification of Funds)

Documents: [CERT OF FUNDS - MA.PDF](#), [CHAPTER 159 - 2016-2017 MUNICIPAL ALLIANCE - CORRECTED 6 7 16.PDF](#)

14.III. Resolution No. R185-2016

Resolution authorizing the City of Millville to execute a Subordination Agreement with Quicken Loans to allow the refinancing of William C. Phillips existing first mortgage pertaining to 559 Columbia Avenue, Block 553, Lot 19

Motion -
Second -

Documents: [RES - 559 COLUMBIA - PHILLIPS SUBORDINATION RESO.PDF](#)

14.IV. Resolution No. R186-2016

Resolution authorizing settlement of Step Two Grievance filed by William McCafferty in the amount of \$199.04

Motion -
Second -
(Certification of Funds)

Documents: [CERT OF FUNDS WM.PDF](#), [RES WM MCCAFFERTY 6 1 16.PDF](#)

14.V. Resolution No. R187-2016

Resolution authorizing Professional Service Contract with Mertz Corporation d/b/a NAI Mertz, 21 Roland Avenue, Mt. Laurel, NJ 08054 to act as an exclusive listing agent to sell city owned property in the Millville Industrial Park known as Block 136, Lot 1 and Block 125.03, Lot 11 consisting of approximately 300 acres. The Consultant will be paid a flat 10% commission out of the proceeds of sale.

Motion -
Second -

Documents: [RES MERTZ CORP 5 29 16.PDF](#), [PSC MERTZ CORPORATION 5 29 16.PDF](#)

14.VI. Resolution No. R188-2016

Resolution authorizing Water/Sewer Termination on June 27, 2016 due to payment default pursuant to Section 56-18 of the Municipal Code

Motion -

Second -

Documents: [RES TURN OFF CYC 3-6 JUNE 27 2016.PDF](#)

- 14.VII. Resolution No. R189-2016
Resolution authorizing Special Assessment of Municipal Liens for certain properties due to expenses incurred by the City relating to Board and Secure of Properties plus administration fees in accordance with Chapter 11, Article III of the Municipal code
Motion -
Second -

Documents: [RES BOARD AND SECURE 67-16.PDF](#)

- 14.VIII. Resolution No. R190-2016
Resolution authorizing Special Assessment of Municipal Liens for certain properties due to expenses incurred by the City of Millville relating to Cut and Clean of Properties plus administration fees in accordance with Chapter 11, Article VI of the Municipal code
Motion -
Second -

Documents: [RES CUT AND CLEAN67-16.PDF](#)

- 14.IX. Resolution No. R191-2016
Resolution authorizing the Tax Collector to cancel Certificate of Sale #16-00161 for delinquent taxes assessed on Block 472, Lot 15, known as 335 S. 4th Street, assessed to NRZ REO IV Corp at a tax sale held on May 11, 2016 due to payment was received prior to sale and authorizing the refund of monies paid by T&M Professional Services Corp for Certificate of Sale #16-00161
Motion -
Second -

Documents: [RES VOID TAX CERT 472-15 16 00161.PDF](#)

- 14.X. Resolution No. R192-2016
Resolution authorizing adjustments to the tax and utility records
Motion -
Second -

Documents: [RES TAX-UTILITY2016-06-07.PDF](#)

- 14.XI. Resolution No. R193-2016
Resolution authorizing Professional Service Contract with Roux Associates, Inc., 402 Heron Drive, Logan Township, New Jersey 08085 to prepare the City of Millville's annual report for Polychlorinated Biphenyl Pollutant Minimization Plan in an amount not to exceed \$5,500.00 for one year
Motion -
Second -
(Certification of Funds)

Documents: [CERT OF FUNDS - ROUX.PDF](#), [RES ROUXASSOCIATES 060616.PDF](#), [PSC ROUX ASSOCIATES 060616.PDF](#)

- 14.XII. Resolution No. R194-2016
Resolution approving Taxicab Owner License Application submitted by US PRON 2 Cab LLC and authorizing the issuance of Taxicab Owner License for the period covering January 1, 2016 through December 31, 2016
Motion -
Second -

Documents: [RES - TAXI LICENSE - US PRON 2 CAB 2016.PDF](#)

- 14.XIII. Resolution No. R195-2016
Resolution approving Taxicab Owner License Application submitted by C.R.H. Cab LLC and authorizing the issuance of Taxicab Owner License for the period covering January 1, 2016 through December 31, 2016
Motion -
Second -

Documents: [RES - TAXI LICENSE - CRH CAB 2016.PDF](#)

- 14.XIV. Resolution No. R196-2016
Resolution approving Taxicab Owner License Application submitted by Millville Yellow Cab Service Inc. and authorizing the issuance of Taxicab Owner License for the period covering January 1, 2016 through December 31, 2016
Motion -
Second -

Documents: [RES - TAXI LICENSE - MILLVILLE YELLOW CAB 2016.PDF](#)

- 14.XV. Resolution No. R197-2016
Resolution approving Taxicab Owner License Application submitted by Cano's Taxi LLC, and authorizing the issuance of Taxicab Owner License for the period covering January 1, 2016 through December 31, 2016
Motion -
Second -

Documents: [RES - TAXI LICENSE - CANOS CAB 2016.PDF](#)

- 14.XVI. Resolution No. R198-2016
Resolution authorizing the issuance of Alcoholic Beverage Licenses meeting the renewal conditions for July 1, 2016 through June 30, 2017
Motion -
Second -

Documents: [RES - ABC RENEWAL 2016-2017 LICENSING TERM.PDF](#)

- 14.XVII. Resolution No. R199-2016
Resolution to award the Third Street Road Reconstruction project to Lexa Concrete, LLC of Hammonton, NJ for the base bid in the amount of \$446,583.80.
Motion -
Second -
(Certification of Funds)

Documents: [CERT OF FUNDS LEXA.PDF](#), [RES THIRD STREET RECONSTRUCTION.PDF](#)

15. NEW BUSINESS

- 15.I. New Business Item (1)
Motion to authorize the City Clerk to advertise for the following proposals to be returned to the Purchasing Board, Commission Chamber, City Hall:

Request For Proposals

Due June 23, 2016, 10:00 a.m.

- a) Special Counsel for Collection Enforcement Services
b) Environmental Legal Consultant

Due June 24, 2016, 10:00 a.m.

- a) Professional Occupational Health Services
Bid Proposals

Due June 30, 2016, 10:00 a.m.

- a) Vine Street Improvements
Motion -

Second -

Documents: [RFP FOR SPECIAL COUNSEL COLLECTIONS.PDF](#), [RFP ENVIRONMENTAL CONSULTANT.PDF](#), [PUBLIC NOTICE VINE STREET IMPROVEMENTS.PDF](#), [RFP 2016 HEALTH SERVICES CRITERIA.PDF](#)

- 15.II. New Business Item (2)
Motion to approve the following Special Events on Public Lands Application:
a) Community Outreach sponsored by First Assembly of God to be held on Saturday, June 18, 2016, 1:00 p.m. to 4:00 p.m. at Buck Park
b) Hooked on Fishing, Not on Drugs - Cumberland County, to be held on Saturday, June 11, 2016, 10:00 a.m. to 1:00 p.m. at Corson Park, approval is subject to receipt of notarized Hold Harmless Agreement, Certificate of Insurance and approval by Fairview Insurance Agency and all required City Officials.
Motion -
Second -

- 15.III. New Business Item (3)
Motion to approve the following Raffle License Applications:
a) Off-Premise Merchandise on behalf of the Cumberland County Cooperative Fair Association to be held on July 9, 2016, 9:15 p.m. at Cumberland County Fairgrounds, 3001 Carmel Road
b) On-Premise 50/50 on behalf of the Cumberland County Cooperative Fair Association to be held on July 5, 6, 7, 8 & 9, 2016, 9:00 p.m. at Cumberland County Fairgrounds, 3001 Carmel Road
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

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



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TELEPHONE: (856)825-7000
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OFFICERS

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

May 31, 2016

TO: Board of Commissioners

FROM: Regina Burke, QPA

The Purchasing Board were scheduled to receive proposals for a 2016 Conflict Municipal Prosecutor and Conflict Municipal Public Defender on Thursday, May 26, 2016.

No proposals were received for either position. Since there was an overlap in the time frame with the proposals for Municipal Prosecutor, there may have been a misunderstanding with these proposals.

As I see it, we could request additional proposals or since the annual amount will not exceed \$17,500, we may just want to pass a resolution with a fixed amount for the Conflict Prosecutor and Public Defender.

I will be at the work session if there are any questions.


Regina Burke, Purchasing Agent

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

Public Health Nursing - Monthly Report
 For the month of : Jan-16

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

Tuberculosis Program

Clinics	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# of Clinics	1																1
# New Patients																	
# Patients in clinic	3				1					8							12
# Patients seen in TB Specialty Clinic	1									2							3
#LTBI	2									4							6
# Active Cases - Pulmonary	1				1					4							6
# Active Cases - Non-Pulmonary																	
# B1 & B2 Immigrants																	
#DOT visits	19				19					106							144
#PPD's										3				2			5
#Home visits										3							3
# B41/B2 Immigrants Discharged																	
New TB Suspects										1							1
Comments:																	

Shots for Tots

	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
Millville Site																	
# Clinics										1	1						2
# Children serviced										3	10						13
# New Children serviced										2	2						4
# Immunizations administered										6	10						16
Bridgeton Site																	
# Clinics	1																1
# Children serviced	3																3
# New Children serviced	2																2
# Immunizations administered	11																11
Roving Sites																	
# Clinics																	
# Children serviced																	
# Children serviced																	
# Immunizations administered																	
Comments:																	

STD Adult Immunization Program

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

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

Seasonal Influenza Clinics	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Clinics																	
# Immunizations - Health Dept																	
# Immunizations - VFC Program																	
# Immunizations Administered	37	1			1			1		33			3	6		3	85
Comments:																	

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

Lead Program	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
Total # In Case Management	14									3				4			21
# New to Case Management	2																2
# New Persistent 10 - 14 ug/dl	1																1
# New Cases 15 - 19 ug/dl																	
# New Cases \geq 20 ug/dl	1																1
# Pending Cases 10 - 14 ug/dl																	
Non-venous	1																1
Single Venous	5							1									6
# Home Visits																	
Nursing	4																4
Healthy Homes																	
Enviromental	5																5
# Office Visits																	
# Court Appearances																	
# Children screened																1	1
Community Outreach	1															2	3
Comments:	SSBG: Presentation-Cape May																

Sexually Transmitted Disease	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Clinics	4									1							5
# New Clients	10							2		6				5			23
# Clients																	
# Labs reported/investigated																	
Chlamydia	17	2		1	4		3	1	3	9			1				41
Gonorrhea	1		1							9							11
Syphilis			1														1
Venereal Warts																	
Trichomonas																	
Comments:																	

HIV Testing Program

Sessions at STD Clinic
 # Clients tested
 # New Clients Screened
 # Sessions off site
 # Clients tested
 # New Clients Screened

Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
4																4
8									1				5			14
1									1							2
7									2							9

Comments:

3 vans events cancelled; 2 due to blizzard aftermath

Chronic Diseases

BP Clinics
 # Clients screened
 # New Clients

Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
	1															1
	8	1											2			11

Comments:

Improved Pregnancy Outcomes

Clients screened
 # Clients referred to Central Intake
 # Clients in Case Management

Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
																138
																3
																19
20																20
									20							20
10																10
17									22							39
10																10
2									5							7
26																26
														1		1
4													1			5

Comments:

General Nursing Activities

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DEP referred emergency response													1		1
citizen/local emergency response	2	1				1					1				5
emergency response site discovery															0
cost recovery															0
low environmental concern invest	1			1								1		1	4
Noise Control															0
complaint investigations															0
NOVs															0
penalties issued															\$0
Pesticide Control															
landscaper inspections															0
school IPM inspections												1			1
multiple family resident inspections													2		2
unregistered products found/invest															0
bed bug complaint/tx follow-up															0
DEP complaint referrals															0
NOVs															0
referrals to DEP for enforcement															0
Pilot/Special projects															
school chemical management															0
DEP Right to Know															0
ambient surface water monitoring															0
green acres investigations									1					1	1

Classes/Meetings/Trainings/Outreach

Name	Date	Description
Jody & Noah	1/11/2016	Tony Novack
Jody, Kathy, & Noah	1/8/2016	Downe Township meeting with NJDEP
Jody & Noah	1/12/2016	Septic Video Meeting
Danielle	1/7/2016	CAWA
Danielle, kathy, nicole	1/14/2016	total coliform
Danielle	1/19/2016	safeway freezers permitting
Danielle	1/21/2016	myron l powell air permitting
Danielle	1/22/2016	#1 chinese kitchen admin hearing
Crystal	1/21/2016	Breast Cancer group outreach session
Mark	1/26/2016	Childhood Lead Poisoning Prevention
Kathy, Nicole, Mark	1/5/2016	R&B Debris settlement
Nina	1/6/2016	court vs jim's lunch
nina, jody	1/13/2016	keith rafine, jerry irick meeting

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

For the month of: January 2016

LINCS/PHEP Grant

	Bridgeton	Commercial	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	Maurice River	Millville	Shiloh	Stow Creek	Upper Deerfield	Vineland	Other	Total
LINCS Messages																31
State Grant Assignment																1
Hippocrates Test																1
Grant Progress Report																1
Total																

Meetings/Trainings/Conferences

Human Relations Commission, CCHD Conference Room, 1/12/16, 5pm-6:30pm, NE
 Comprehensive Emergency Assistance System Committee, Point in Time Homeless Survey Training, Luciano Center, Vld., 1/13/16, 1-4:30pm, NE, YM, JC, JA
 CQI meeting, CCHD Conference, 1/25/16, 2-3:30pm, NE, JA
 Point in Time Homeless Survey, St. Teresa's, Bridgeton Project Connect, 1/27/16, 10am-2pm, NE, AM, JA (25 clients)
 Risk Communication Exercise 1/6 TC, JA
 Cumberland County Food Summit 1/20 TC
 NJ Emergency Support Function Webinar 1/22 TC
 Call Down drill 1/28 TC
 Zika Virus Conference Call 1/29 TC
 Code Blue Outreach 1/4 JA
 Drug Court Presentation 1/5 JA
 Health and Wellness Scheduling Fair @ MSHS 1/7 JA
 Vax Webinar (1 of 4) 1/8 JA
 Bayshore Health and Wellness Fair 1/8 JA
 CCHCC Meeting @ SWC 1/11 JA
 Point in Time Homeless Survey Training 1/13 JA
 Vax Webinar (2 of 4 Series) 1/14 JA
 Division Staff Meeting
 Antibiotic Resistance Presentation @ Deerfield Senior Center 1/18 JA

NJDOH Winter Webinar 1/20 JA
Vax Webinar (3 of 4 Series) 1/22 JA
Relay for Life Meeting 1/27 JA
Vax Webinar (4 of 4 Series) 1/29 JA

Newsletters

"2016: Full of Health" January Newsletter 2016

Media Outreach

Press Releases

"The Zika Virus: What You Need to Know" 1/29/16

FB/Twitter

HPV: Cervical Health Awareness Month (shared from National Health Service Corps) 1/5/16

Aviod Frostbite and Hypothermia Infographic (shared from CDC Emergency Preparedness and Response) 1/6/16

Preparedness Checklist (shared from NJDOH) 1/8/16

Cumberland County Community Engagement Series (shared from Cumberland County Prosecutor's Office) 1/12/16

"Becoming a Mom" Education Series @ CCDOH (flyer) 1/14/16

"Pregnant Women Should get the Doctor-Recommended Tdap and Flu Vaccines" (article shared from Philadelphia Department of Public Health) 1/15/16

CDC Travel Guide concerning Zika Virus (shared from NJDOH) 1/22/16

CDC Advice for Consumers/Restaurants/Retailers -Multistate Listeriosis Outbreak 1/26/16

Rabies Clinic Posters 1/28/16

"Cumberland County Health Department Releases Zika Virus Facts" SNJTODAY.com Article 1/29

CDC Frostbite and Hypothermia Infographic (retweet) 1/22/16

Media Interviews

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

	Bridgeton	Commrc.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrenc.	M. River	Millville	Shiloh	St. Creek	Up. Drfld	Vineland	Totals
Total # of Visits	5														5
Breakdown: Children	5														5
															0
															0
YTD Dental Services	5														5

D. Translation Services

	Bridgeton	Commrc.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrenc.	M. River	Millville	Shiloh	St. Creek	Up. Drfld	Vineland	Totals
Total # of contacts	74	3		1						13	2			11	104
Lead Program															
a. Telephone	4														4
b. Home/Office visits															0
c. Letters															0
Tuberculosis Program															
a. Telephone															0
b. Home/Office visits															0
c. Letters															0
STD Program															
a. Telephone	3	3		1						2				2	11
b. Home/Office visits															0
c. Letters															0
Spec. Child Health Program															
a. Telephone	31									11	2			9	53
b. Home/Office visits	3														3
c. Letters															0
Environmental Program															
a. Telephone	6														6
b. Home/Office visits	1														1
c. Letters															0
Shots for Tots Program															
a. Telephone															0
b. Home/Office visits															0
c. Letters															0
Comm. Disease/Hepatitis															
a. Telephone	1														1
b. Home/Office visits															0
c. Letters															0
Flu Clinic Shots Eng/Span															0
HIV Van-Testing Events															0
Point in time/Homeless	25														25
YTD Translation Serv	74	3	0	1	0	0	0	0	0	13	2	0	0	11	104
Comments: Telephone=15 Minutes, Letters=30 Minutes, Home Visits: 60 Minutes															

PROCEDURES

	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL
New Exams	2												2
Prophylaxis/Cleanings	2												2
X-Ray	0												0
Fluoride Treatment	2												2
Sealants	0												0
Fillings	0												0
Root Canal	0												0
Extractions	0												0
Other	0												0
Total Procedures	6	0	6										

2016 Working Dental Service Report Form B

Special Child Health Services Board of Health Report: January 2016

	Bridgeton:	Commercial Township:	Deerfield Township:	Downe Township:	Fairfield Township:	Greenwich Township:	Hopewell Township:	Lawrence Township:	Maurice River Township:	Millville:	Shiloh Township:	Stow Creek Township:	Upper Deerfield Township:	Vineland:	Emails:	Total:
Case Load beginning of the Month:	100	14	9	0	16	0	13	4	4	90	0	0	23	148		421
Various Contacts- Mailings / Telephone calls:	78	19	4	0	16	0	1	2	1	91	0	0	9	124	538	883
Number of New Referrals:	12	1	0	0	0	1	0	1	0	10	0	0	4	17		46
Number of Closed Cases:	6	0	0	0	0	0	0	0	1	11	0	0	5	8		31
Case Load at end of Month:	106	15	9	0	16	1	13	5	3	89	0	0	22	157		436
<i>Additional Comments:</i>																

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

Public Health Nursing - Monthly Report
 For the month of : Feb-16

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

Tuberculosis Program

Clinics	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# of Clinics	1																1
# New Patients	1									1							2
# Patients in clinic	4				1					8							13
# Patients seen in TB Specialty Clinic	1									2							3
#LTBI	3									4							7
# Active Cases - Pulmonary	1				1					5							7
# Active Cases - Non-Pulmonary																	
# B1 & B2 Immigrants	2																2
#DOT visits	21				21					126							168
#PPD's	3				2					1							6
#Home visits																	
# B41/B2 Immigrants Discharged																	
Suspects	2																2
Comments:																	

Shots for Tots

	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
Millville Site																	
# Clinics										2							2
# Children serviced	1									1							2
# New Children serviced										4				1		1	6
# Immunizations administered										10							10
Bridgeton Site																	
# Clinics	1																1
# Children serviced	1																1
# New Children serviced	3																3
# Immunizations administered	4																4
Roving Sites																	
# Clinics																	
# Children serviced																	
# Children serviced																	
# Immunizations administered																	
Comments:																	

	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
STD Adult Immunization Program																	
# Clinics	4																4
# New Adult Serviced							1										1
# Adults Serviced							1										1
# Hep A/Hep B																	
# Tdap																	
# Meningitis							1										1
# HPV																	
# Pneumonia							1										1
# MMR																	
# Varicella																	
# Shingles																	
# Flu																	
# Immunizations administered																	
Comments:																	

Adult Comm Immunization Program	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
#Clinics	1							1									2
# New Adult Serviced							1	5									6
# Adults serviced																	
# HepA/Hep B								5									5
# Tdap																	
# Meningitis							1										1
# HPV																	
# Pneumonia							1										1
# MMR																	
# Varicella																	
# Shingles																	
# Flu																	
# Immunizations administered							2	5									7
Comments:																	

Seasonal Influenza Clinics	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Clinics																	
# Immunizations - Health Dept																	
# Immunizations - VFC Program																	
# Immunizations Administered										1							1
Comments:																	

School Immunizations Audits	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Schools																	
Childcare Facilities	7									6							13
# Reaudits																	
Comments:																	

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

Sexually Transmitted Disease	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Clinics	4									1							5
# New Clients	9									6						2	17
# Clients	10									8				3		2	23
# Labs reported/investigated																	
Chlamydia	20	1		2	3		9	2	2	18			2			2	61
Gonorrhea	1			1	1					5			2				10
Syphilis	3							1									4
Venereal Warts																	
Trichomonas																	
Comments:																	

Communicable Disease	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Cases (confirmed, probable, etc.)																	
Campylobacter	2									1							3
Ehrlichiosis																	
Giardia																	
Haemophilus Influenza																	
Hepatitis A																	
Hepatitis B									1								1
Hepatitis B - Perinatal																	
Hepatitis C	10	1		1	2				2	5							21
Lymes	3		1	1	1		2	1	3	9		1					22
Pertussis	1		1														2
Rocky Mountain Spotted Fever									1								1
Salmonella					2												2
Shigella																	
Strep Pneumoniae																	
Varicella																	
Babesiosis																	
Other: Zika													1				1
# Investigations i.e. (not a case)																	
# Outbreaks																	
Norovirus																	
ILI																	
Scabies																	
# Home visits/site visits																	
Comments:																	

HIV Testing Program	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Sessions STD Clinic	4																4
# Clients tested	8									1				2		2	13
# New Clients Screened	2									1				2		2	7
# Sessions off site	2									2							4
# Clients tested	8									12							20
# New Clients Screened																	

Comments:

Chronic Diseases	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# BP Clinics	3									3							6
# Clients screened																	
# New Clients	20									33				16		11	80

Comments:

Improved Pregnancy Outcomes	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Clients screened																	236
# Clients referred to Central Intake																	4
# Clients in Case Management																	8
Outreach Events																	
SOL Autism Self Care Presentation														9			9
WIC Millville										8				1			9
Pathstone Choices & Consequences	5																5
SODAT Interviewing Tips	8	1	1							2							12
Lunch and Learn	31																31
HC FSC										14				5			19
Durand Glass	13			2				2	1	29				15		6	68
Sjaa										5							5
Woman Up Conference										2				50		23	75
Self Referral														3			3

Comments:

General Nursing Activities

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Consumer Health Cont	Bridgeton	Commercial	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	Maurice River	Millville	Shiloh	Stow Creek	Upper Deerfield	Vineland	Total
Tanning Facility Compliance															
total registered facilities															0
unregistered facilities identified															0
pre-op inspections															0
routine inspections															0
routine re-inspections															0
emergency or complaint inspections															0
NOVs															0
court summonses															0
Youth Camps															
total youth camps operating															0
pre-op inspections															0
routine inspections															0
routine re-inspections															0
emergency/complaint inspections															0
serious injuries reported to NJDOH															0
Issues referred to NJDOH															0
Smoking / Indoor Air Quality															
complaint investigations										2					2
enforcement actions															0
Age of Sale complaints															0
Childhood Lead															
Cases	1												1		2
inspections	5												1		6
NOVs / Abatement notices	1														1
court actions	2									1					3
healthy homes (case referrals)															0
healthy homes outreach / events	2									2					4
Right to Know															
inspections/visits															0
surveys	9	3	1	1						14			3	23	54
outreach													1		1
West Nile Virus															
reports of dead birds															0
speciment collections															0
positive cases															0
Private Well Testing Act															
reports received															0
neighborhood outreach															0
water certifications	0	17	1	0	2	1	0	2	2	2	2	0	3	0	32
NOVs / Abatement notices													1		1
court actions															0
OPRA Requests	2	45	8	3	5	3	6	8	4	9		3	9	2	107

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

For the month of: February 2016

LINCS/PHEP Grant

	Bridgeton	Commercial	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	Maurice River	Millville	Shiloh	Stow Creek	Upper Deerfield	Vineland	Other	Total
LINCS Messages																27
HERC Communication Exercise																1
Hippocrates Test																1
Grant Progress Report																
Total																

Meetings/Trainings/Conferences

- Live Healthy Cumberland County Planning Meeting - 2/1 JA
- MRC Well Check Call - 2/2 JA
- Chronic Disease Sub-Committee Meeting - 2/3 JA
- CCHCC Meeting @ Southwest Council - 2/8 JA
- Drug Court Presentation - 2/10 JA
- RII MRC Winter All Hands Conference Call - 2/11 JA
- "Baby Talk" Immunizations Presentation - 2/16 JA
- McKinney-Vento Workshop - 2/17 JA & TC
- Food Trust/Healthy Corner Store Meeting - 2/18 JA
- Live Healthy Vineland Implementation Meeting - 2/18 JA & TC
- Zika Virus Community Education Training Webinar - 2/19
- Division Staff Meeting - 2/23
- MRC "Into the Weeds" Social Media - 2/24 JA
- Cumberland County Guidance Center Advisory Council Meeting - 2/25 JA
- Chronic Disease and Social Determinants Sub-Committee Meeting - 2/29 JA
- Healthcare Facility Mtg. 2/11/16 TC
- Medical Needs Shelter Webinar 2/22/16 TC

Newsletters

February 2016 Newsletter: "Focus on your Heart this February"

Media Outreach

Press Releases

FB/Twitter

Groundhog Day distracted driving video (shared from NJ State Police) 2/2

Cumberland County Human Relations Commission/Nancy Egan Presents Jackets (shared from Millville, NJ Police Department) 2/4

Zika Virus and Sexual Transmission (shared from NJDOH) 2/4

NVLL Challenger League Player Info Form (flyer) 2/5

Drugs over Dinner Campaign video (shared from SNJ Today) 2/5

"KHS American Recalls Children's Musical Instrument Due to Violation of Lead Paint Standard" (CPSC.gov article) 2/9

February 2016 Newsletter: Focus on your Heart this February 2/10

M25 Initiative - 3 scholarships available 2/11

US Army Corps of Engineers Workshops on floods/risk 2/17

CDC: Zika and Pregnancy Infographic (shared from CDC) 2/18

Relay for Life Cumberland County Kickoff Event (flyer) 2/19

CCDOH Nursing Position Job Posting 2/25

NIDA News on E-cig use (retweet NIDA) 2/1

February is Teen Dating Violence Awareness Month (retweet stopbullying.gov) 2/1

Risky behavior in the brain? (retweet NIDANews) 2/5

SuperBowl 50 and the flu (retweet CDCFlu) 2/7

Smart veggie choices (retweet USDA Team Nutrition) 2/7

Skin Cancer & CDC website (retweet Hugh Jackman) 2/9

CDC New study HPV vax is lowering rates (retweet CDC.gov) 2/24

MRC Social Media Chat picture (retweet NJDOH) 2/24

Media Interviews

C. Rx Discount Card Program-NACo Activity Report													
	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year to Date
Total # of Rx's													0
Total \$ Price Savings													\$0
Total % Price Savings													#DIV/0!
Total Card Users													0

D. Translation Services

	Bridgeton	Commrc.	Deerfield	Downe	Fairfield	Green wich	Hopewell	Lawrenc.	M. River	Millville	Shiloh	St. Creek	Totals
Total # of contacts													0
Lead Program													
a. Telephone	3												3
b. Home/Office visits	1												1
c. Letters													0
Tuberculosis Program													
a. Telephone	2												2
b. Home/Office visits													0
c. Letters													0
STD Program													
a. Telephone	1		1					2	1	6		3	14
b. Home/Office visits													0
c. Letters													0
Spec. Child Health Program													
a. Telephone	28									17	1	5	51
b. Home/Office visits	4												4
c. Letters													0
Environmental Program													
a. Telephone	4												4
b. Home/Office visits	1												1
c. Letters													0
Shots for Tots Program													
a. Telephone	2												2
b. Home/Office visits													0
c. Letters													0
Comm. Disease/Hepatitis													
a. Telephone													0
b. Home/Office visits													0
c. Letters													0
Flu Clinic Shots T/C													0
Diabetic Consult													0
YTD Translation Serv.													0
Comments: Telephone=15 Minutes, Letters=30 Minutes, Home Visits: 60 Minutes													

Special Child Health Services Board of Health Report: February 2016

	Bridgeton:	Commercial Township:	Deerfield Township:	Downe Township:	Fairfield Township:	Greenwich Township:	Hopewell Township:	Lawrence Township:	Maurice River Township:	Millville:	Shiloh Township:	Stow Creek Township:	Upper Deerfield Township:	Vineland:	Emmits:	Total:
Case Load beginning of the Month:	106	15	9	0	16	1	13	5	3	89	0	0	22	157		436
Various Contacts- Mailings / Telephone calls:	101	21	7	1	18	0	3	2	1	67	0	1	11	130	1201	1564
Number of New Referrals:	15	2	0	1	2	0	0	0	1	15	0	1	4	27		68
Number of Closed Cases:	9	1	0	0	2	0	0	0	1	6	0	0	6	12		37
Case Load at end of Month:	112	16	9	1	16	1	13	5	3	98	0	1	20	172		467
<i>Additional Comments:</i>																

To: Cumberland County Board of Health
 From: Nursing Division

Public Health Nursing - Monthly Report
 For the month of : Mar-16

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

Tuberculosis Program

Clinics	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# of Clinics	1																1
# New Patients	1									1							
# Patients in clinic	6				1					7							14
# Patients seen in TB Specialty Clinic	1									2							3
#LTBI	3									2							5
# Active Cases - Pulmonary	1				1					5							7
# Active Cases - Non-Pulmonary																	
# B1 & B2 Immigrants	3																3
#DOT visits	22				22					132							176
#PPD's	2				1					2							5
#Home visits	2																2
# B41/B2 Immigrants Discharged																	
Suspects	2																2
Comments:																	

Shots for Tots

	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
Millville Site																	
# Clinics										1							1
# Children serviced																	
# New Children serviced										1							1
# Immunizations administered										9							9
Bridgeton Site																	
# Clinics	1																1
# Children serviced																	
# New Children serviced										1							1
# Immunizations administered										1							1
Roving Sites																	
# Clinics																	
# Children serviced																	
# Children serviced																	
# Immunizations administered																	
Comments:																	

STD Adult Immunization Program

	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Clinics	5																5
# New Adult Serviced																	
# Adults Serviced																	
# Hep A/Hep B																	
# Tdap																	
# Meningitis																	
# HPV																	
# Pneumonia																	
# MMR																	
# Varicella																	
# Shingles																	
# Flu																	
# Immunizations administered																	
Comments:																	

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

Seasonal Influenza Clinics	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Clinics																	
# Immunizations - Health Dept										1							1
# Immunizations - VFC Program																	
# Immunizations Administered																	
Comments:																	

School Immunizations Audits	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Schools					1												1
Childcare Facilities	3				1		1	1		1			2				9
# Reaudits																	
Comments:																	

Lead Program	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
Total # In Case Management	10									2				4			16
# New to Case Management														1			1
# New Persistent 10 - 14 ug/dl																	
# New Cases 15 - 19 ug/dl														1			1
# New Cases ≥ 20 ug/dl																	
# Pending Cases 10 - 14 ug/dl																	3
Non-venous																	
Single Venous	3																3
# Home Visits																	
Nursing	2													1			3
Healthy Homes	1																1
Enviromental	4																4
# Office Visits																	
# Court Appearances	2									1							3
# Children screened	4															14	18
Community Outreach	2	1														1	4
Comments:																	

Sexually Transmitted Disease	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Clinics	5									1							6
# New Clients	16									4				1		1	22
# Clients	23								1	5				2		1	32
# Labs reported/investigated																	
Chlamydia	18		2	2	5				1	21			1				50
Gonorrhea	4	1	1		2					6							14
Syphillis	2									1			1				4
Venereal Warts																	
Trichomonas																	
Comments																	

Communicable Disease	Bridgeton	Commer.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	MRT	Millville	Shiloh	Stow Crk	Up. Deerfield	Vineland	Salem	Other	Total
# Cases (confirmed, probable, etc.)																	
Campylobacter	1				1												2
Ehrlichiosis																	
Giardia																	
Haemophilus Influenza																	
Hepatitis A																	
Hepatitis B																	
Hepatitis B - Perinatal																	
Hepatitis C	12						1	1	3	3							20
Lymes	3								2	6							11
Pertussis							1										1
Rocky Mountain Spotted Fever							1			1							2
Salmonella																	
Shigella																	
Strep Pneumoniae																	
Varicella	1									1							2
Babesiosis																	
Other:																	
Influenza	1																1
Zika	1																1
# Investigations i.e. (not a case)	2																2
# Outbreaks																	
Norovirus							1										1
ILI																	
Scabies																	
GI												1					1
# Home visits/site visits	2																2
Comments:																	

Consumer Health Cont	Bridgeton	Commercial	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	Maurice River	Millville	Shiloh	Stow Creek	Upper Deerfield	Vineland	Total
Tanning Facility Compliance															
total registered facilities															0
unregistered facilities identified															0
pre-op inspections															0
routine inspections										1					1
routine re-inspections															0
emergency or complaint inspections										1					1
NOVs															0
court summonses															0
Youth Camps															
total youth camps operating															0
pre-op inspections															0
routine inspections															0
routine re-inspections															0
emergency/complaint inspections															0
serious injuries reported to NJDOH															0
Issues referred to NJDOH															0
Smoking / Indoor Air Quality															
complaint investigations															0
enforcement actions															0
Age of Sale complaints															0
Childhood Lead															
Cases	2														2
inspections	4														4
NOVs / Abatement notices															0
court actions	2									1					3
healthy homes (case referrals)															0
healthy homes outreach / events	4	1								2					7
Right to Know															
inspections/visits															0
surveys	7	1	1			1	1	1	2	6		1	5	47	73
outreach	1				1					1			1		4
West Nile Virus															
reports of dead birds															0
speciment collections															0
positive cases															0
Private Well Testing Act															
reports received															0
neighborhood outreach															0
water certifications	0	43	2	1	1	0	6	5	1	4	0	1	3	0	67
NOVs / Abatement notices							1								1
court actions															0
OPRA Requests	1	13	14	3	4	1	8	2	4	15	1	5	12	9	92

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

For the month of: March 2016

LINCS/PHEP Grant

	Bridgeton	Commercial	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrence	Maurice River	Millville	Shiloh	Stow Creek	Upper Deerfield	Vineland	Other	Total
LINCS Messages																15
State Grant Assignment																
Hippocrates Test																1
Grant Progress Report																
Total																

Meetings/Trainings/Conferences

Human Relations Commission, CCDOH Conference Room, 3/8/16, 5-6:30pm, NE
 Comprehensive Emergency Assistance System Committee, Luciano Center, Vld., 3/9/16, 2-4pm, NE
 Continuous Quality Improvement Committee, IPO room, 3/10/16, 1 hour, NE, JA, YM, DF, TM
 EdLogics Health Literacy demo Webinar, CCDOH Conference Room, 3/16/16, 1 hour, MS, TC, NE, JA
 Annual Review, Director of Health Education office, 3/30/16, 1 hour, TC, NE
 Community Engagement webinars 3/2/16, 3/8/16 - JA
 ORR Review Meetings 3/8/16, 3/15/16, 3/23/16 - TC, JA
 MRC Coordinator Meeting 3/10/16 - JA
 Training Team Meeting 3/14/16 - TC, JA
 CCHCC Meeting Southwest Council 3/14/16 - JA
 LHCC Staff Meeting 3/18/16 - JA & TC
 HPV Webinar 3/21/16 - JA
 Aunt Bertha Web Demo 3/22/16 - JA
 Annual Review 3/23/16 - JA
 Healthy Corner Store Event outreach 3/24/16, 3/29/16, 3/31/16 - JA
 Health Educator/Risk Communicator Mtg. 3/2 TC
 GPHP Mtg. 3/10 TC
 Grant mtg. w/ Inspria & NJ Health Care Quality Institue 3/24 TC

Newsletters

"Spring into Health: March Wellness" March 2016 Newsletter

Media Outreach***Press Releases***

Rabies Case Press Release 3/1/16

Facebook

"Devastating HIV forecast seen as a call to action" Philly.com Article (shared from Philadelphia Department of Public Health) 3/1/16

#ZapZika photo (shared from NJ Department of Health) 3/2/16

Rabies vaccination clinics in Cumberland County 3/4/16

CCDOH YouTube Intro Video 3/8/16

CCDOH "How safe is our drinking water?" flyer 3/16/16

"A Protein-Rich, Celebrity-Approved Mint Chip Smoothie" FitSugar.com Article 3/17/16

March 2016 Newsletter 3/21/16

Retail Food Advisory Committee 3/23/16

CCDOH "Transportation Presentation" flyer 3/31/16

Twitter

"Did you sleep enough last night?" Infographic (retweet from Dr. Tom Frieden) 3/1/16

HIV Infections in women and girls (retweet from womenshealth.gov) 3/9/16

Media Interviews

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

For the month of : March 2016

A. Prescription Services

Medical Assistance	Bridgeton	Commrc.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrenc.	Maurice River	Millville	Shiloh	Stow Creek	Upr Dfield	Vineland	Totals
Total # of Clients	6				1					4					11
Total # of Rx's	13				4					17					34
Cost Amount	\$1,211.94				\$399.70					\$641.88					\$2,253.52

BOH +

Total # of Clients	3									2					5
Total # of Rx's	12									3					15
Cost Amount	\$1,249.71									\$584.89					\$1,834.60
Total # of Clients															0
Total # of Rx's															0
Cost Amount															\$0.00

Total Monthly Rx Services

Total # of Clients	9				1					6					16
Total # of Rx's	25				4					20					49
Cost Amount	\$2,461.65				\$399.70					\$1,226.77					\$4,088.12

Year to Date Rx Services

Total # of Clients	15	2			3		1		1	18	2				42
Total # of Rx's	52	6			11		1		2	70	7				149
Cost Amount	\$4,472.07	\$666.63			\$482.11		\$155.56		\$380.80	\$4,164.58	\$306.98				\$10,628.73

B. SHIP/PAAD referrals

Total # of Clients										2					2
Year to date										2					2

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

	Bridgeton	Commrc.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrenc.	M. River	Millville	Shiloh	St. Creek	Up. Drfld	Vineland	Totals
Total # of Visits				7		7									14
Breakdown: Children				7		7									14
															0
															0

YTD Dental Services	8			7		7									22
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D. Translation Services

	Bridgeton	Commrc.	Deerfield	Downe	Fairfield	Greenwich	Hopewell	Lawrenc.	M. River	Millville	Shiloh	St. Creek	Up. Drfld	Vineland	Totals
Total # of contacts	50	2		1						25				18	96
Lead Program															
a. Telephone	1														1
b. Home/Office visits															0
c. Letters															0
Tuberculosis Program															
a. Telephone	3														3
b. Home/Office visits	3									12				3	18
c. Letters															
STD Program															
a. Telephone	4	2		1						2				3	12
b. Home/Office visits															0
c. Letters															0
Spec. Child Health Program															
a. Telephone	25									11				12	48
b. Home/Office visits	4														4
c. Letters															0
Environmental Program															
a. Telephone	7														7
b. Home/Office visits															0
c. Letters	1														1
Shots for Tots Program															
a. Telephone															0
b. Home/Office visits															0
c. Letters															0
Comm. Disease/Hepatitis															
a. Telephone	2														2
b. Home/Office visits															0
c. Letters															0
Flu Clinic Shots Eng/Span															0
HIV Van-Testing Events															0
Point in time/Homeless															0
YTD Translation Serv	170	5	1	2	0	0	0	2	1	61	3	0	0	37	282

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

PROCEDURES

	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL
New Exams	2	0	6										8
Prophylaxis/Cleanings	2	0	5										7
X-Ray	0	0	0										0
Fluoride Treatment	2	0	5										7
Sealants	0	4	16										20
Fillings	0	0	2										2
Root Canal	0	0	0										0
Extractions	0	0	0										0
Other	0	0	0										0
Total Procedures	6	4	34	0	44								

2016 Working Dental Service Report Form B

Improved Pregnancy Outcome Report: March 2016

	Bridgeton:	Commercial Township:	Deerfield Township:	Downe Township:	Fairfield Township:	Greenwich Township:	Hopewell Township:	Lawrence Township:	Maurice River Township:	Millville:	Shiloh Township:	Stow Creek Township:	Upper Deerfield Township:	Vineland:	Other:	Total:
Outreach Events:																
Complete Care	1									44				4	2	51
Basic Rights in Special Ed. SPAN workshop	1													10		11
Interviewing Tips Presentation at SODAT	3	3								3			1	1	3	11
Becoming A Mom Group	30	13		3						17			2	7	3	75
Self-Referral	3									3						6
Community Egg Hunt	50															50
WIC										10						10
Community Day at Vineland Library										2				12	3	17
Shots for Tots										1					1	2
Family Matters Holly City FSC										5						5
STD Clinic	6														2	8
																0
																0
																0
																0
Totals:	94	16	0	3	0	0	0	0	0	85	0	0	3	34	11	246
# Clients Screened																246
# Clients Referred to Central Intake																31
# Clients in Case Management																44
<i>Additional Comments:</i>																

Special Child Health Services Board of Health Report: March 2016

	Bridgeton:	Commercial Township:	Deerfield Township:	Downe Township:	Fairfield Township:	Greenwich Township:	Hopewell Township:	Lawrence Township:	Maurice River Township:	Millville:	Shiloh Township:	Stow Creek Township:	Upper Deerfield Township:	Vineland:	Emmits:	Total:
Case Load beginning of the Month:	112	16	9	1	16	1	13	5	3	98	0	1	20	172		467
Various Contacts- Mailings / Telephone calls:	63	11	2	0	26	0	11	0	1	69	0	4	6	79	584	856
Number of New Referrals:	15	2	2	0	1	0	2	0	1	20	0	1	0	26		70
Number of Closed Cases:	18	0	0	1	2	0	0	0	1	13	0	1	1	25		62
Case Load at end of Month:	109	18	11	0	15	1	15	5	3	105	0	1	19	173		475
<i>Additional Comments:</i>																

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

ORDINANCE NO.

**AN ORDINANCE ESTABLISHING NEW ARTICLE IV, IN CHAPTER 1,
ALLOWING THE OFFICE OF THE CITY CLERK TO PROVIDE PUBLIC
NOTARY SERVICE AND TO CHARGE THE STATE MANDATED FEE**

WHEREAS, members of the public frequently request that the City Clerk's office provide notary services; and

WHEREAS, the Board of Commissioners has determined that charging the State mandated fee of \$2.50 per document notarized would be sufficient to cover the cost of this service.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS of the City of Millville as follows:

SECTION 1

ARTICLE IV PUBLIC NOTARY SERVICE

§ 1-18 Public Notary Service and Fees.

- A. The office of the City Clerk is hereby authorized to provide notary services to the public which shall be limited to five (5) documents per person.
- B. A fee shall be charged in the sum of \$2.50 per document notarized.

SECTION 2

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

SECTION 3

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

Moved By: _____

Seconded By: _____

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

Ordinance No. _____

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

Add

<u>Name of Street</u>	<u>Placard Number</u>
903 North 6 th Street	P1267741
300 South 6 th Street (sign on Florence Ave. side)	P1118561

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

Moved By:

Seconded By:

VOTING
Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

In Favor	Against	Abstain	Absent

CERTIFICATION

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

Susan G. Robostello, City Clerk

Daily Journal, Vineland



Publication Name:

Daily Journal, Vineland

Publication URL:

Publication City and State:

Vineland , NJ

Publication County:

Cumberland

Notice Popular Keyword Category:

Notice Keywords:

Flood

Notice Authentication Number:

201606011208044093601

3350500898

Notice URL:

Notice Publish Date:

Wednesday, May 25, 2016

Notice Content

CITY OF MILLVILLE NOTICE OF INTENTION Notice is hereby given that an Ordinance, a summary of which, is hereinafter set out, was introduced before the Board of Commissioners of the City of Millville and passed its first reading on May 17, 2016 and that said Ordinance will be considered by said Board on final passage on June 7, 2016 at 6:30 P.M. in the City 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. Following is a summary of the proposed Ordinance above referred to. AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MILLVILLE: CHAPTER 20. FLOOD DAMAGE PREVENTION The Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures the City of Millville adopts in accordance with Title 44 Code of Federal Regulations Section 60.3(d). The adoption of compliant floodplain management measures will provide protection for the City of Millville and will ensure its continued participation in the National Flood Insurance Program (NFIP). The revisions made in this ordinance adopt the revised Flood Insurance Study (FIS), Flood Insurance Rate Maps (FIRMs) and the Digital Flood Insurance Rate Maps (DFIRM) panels dated June 16, 2016 and meet or exceed the minimum requirements accepted by FEMA to ensure continued participation in the NFIP. 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: By Order of the Board of Commissioners Susan G. Robostello, City Clerk \$32.25

[Back](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MILLVILLE: CHAPTER 20. FLOOD DAMAGE PREVENTION

WHEREAS, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures the City of Millville adopts in accordance with Title 44 Code of Federal Regulations Section 60.3(d); and

WHEREAS, the adoption of compliant floodplain management measures will provide protection for the City of Millville and will ensure its continued participation in the National Flood Insurance Program (NFIP); and

WHEREAS, the revisions herein adopt the revised Flood Insurance Study (FIS), Flood Insurance Rate Maps (FIRMs) and the Digital Flood Insurance Rate Maps (DFIRM) panels dated June 16, 2016 and meet or exceed the minimum requirements accepted by FEMA to ensure continued participation in the NFIP.

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

Chapter 20. Flood Damage Prevention

[HISTORY: Adopted by the Board of Commissioners of the City of Millville 12-18-2001 by Ord. No. 43-2001. This ordinance also superseded former Ch. 20, Flood Hazard Protection, adopted 3-20-1990 as Ch. XIV of the Revised General Ordinances of the City of Millville 1989. Amendments noted where applicable.]

GENERAL REFERENCES

Land use and development regulations — See Ch. 30.

§ 20-1. Statutory authority.

Pursuant to N.J.S.A. 40:48-1 et seq., the Legislature of the State of New Jersey has delegated the responsibility to local government to adopt regulations designed to promote the public health, safety and general welfare of its citizenry.

§ 20-2. Findings.

- A. The flood hazard areas of the City of Millville are subject to periodic inundation which results in health and safety hazards, loss of property, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief and impairment of services, extraordinary public expenditures for flood protection and relief and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- B. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazard which increase flood heights and velocities and, when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

§ 20-3. Statement of purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Protect human life and health.

- B. Minimize expenditure of public money for costly flood control projects.
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
- D. Minimize prolonged business interruptions.
- E. Minimize damage to public facilities and utilities such as sewer and water mains, electric, gas and telephone lines, bridges and streets located in the areas of special flood hazard.
- F. Help maintain a stable tax base by providing for the proper use and development of areas of special flood hazard so as to minimize future flood blight areas.
- G. Ensure that potential buyers are notified that property is in an area of special flood hazard.
- H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
- I. To maintain eligibility and good standing in the National Flood Insurance Program enabling residents to purchase flood insurance, which would otherwise be unavailable.

§ 20-4. Methods of reducing flood losses.

In order to accomplish its purposes, this chapter includes methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety and property due to water or erosion hazards or which result in damaging increases in erosion or in flood heights or velocities.
- B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
- C. Controlling the alteration of natural floodplains, stream channels and natural protective barriers, which help accommodate or channel floodwaters.
- D. Controlling dredging, filling, grading and other development which may increase flood damage.
- E. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

§ 20-5. Definitions.

As used in this chapter, the following terms shall have the following meanings unless the context clearly indicates that a different meaning is intended:

APPEAL

A request for a review of the Construction Official's interpretation of any provision of this chapter or a request for a variance.

AREA OF SPECIAL FLOOD HAZARD

The land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone A or AE.

BASE FLOOD

The flood having a one-percent chance of being equaled or exceeded in any given year (one-hundred-year flood).

BASE FLOOD ELEVATION (BFE)

The flood elevation shown on a published Flood Insurance Study (FIS) including the Flood Insurance Rate Map (FIRM). For zone AE, the elevation represents the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

BASEMENT

Any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or supporting foundation system.

COASTAL A ZONE

The portion of the Special Flood Hazard Area (SFHA) starting from a Velocity (V) Zone and extending up to the landward Limit of the Moderate Wave Action delineation. Where no V Zone is mapped the Coastal A Zone is the portion between the open coast and the landward Limit of the Moderate Wave Action delineation. Coastal A Zones may be subject to wave effects, velocity flows, erosion, scour, or a combination of these forces. Construction and development in Coastal A Zones is to be regulated the same as V Zones/Coastal High Hazard Areas.

DEVELOPMENT

Any made-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

DIGITAL FLOOD INSURANCE RATE MAP (DFIRM)

The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

ELEVATED BUILDING

A non-basement building which is built, in the case of a building in an Area of Special Flood Hazard, to have the top of the elevated floor or, in the case of a building in a Coastal A Zone, to have the bottom of the lowest horizontal structural member of the elevated floor, elevated above the base flood elevation plus freeboard by means of pilings, columns (posts and piers) or shear walls parallel to the flow of the water, and which is adequately anchored so as not to impair the structural integrity of the building during a flood up to the magnitude of the base flood. In an Area of Special Flood Hazard, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters. In Areas of Coastal A Zones, "elevated buildings" also includes a building otherwise meeting the definition of "elevated building" even though the lower area is enclosed by means of breakaway walls.

EROSION

The process of the gradual wearing away of land masses.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION

A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

FLOOD or FLOODING

A general and temporary condition of partial or complete inundation of normally dry land areas from:

- A. The overflow of inland or tidal waters; and/or
- B. The unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM)

The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS)

The official report provided in which the Federal Insurance Administration has provided flood profiles, as well as the Flood Boundary/Floodway Map and the water surface elevation of the base flood.

FLOODPLAIN MANAGEMENT REGULATIONS

Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING

Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than zero-and-two-tenths-foot.

FREEBOARD

A factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

HIGHEST ADJACENT GRADE

The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.

HISTORIC STRUCTURE

Any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on a State Inventory of Historic Places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D. Individually listed on a Local Inventory of Historic Places in communities with historic preservation programs that have been certified either:
 - (1) By an approved state program as determined by the Secretary of the Interior; or
 - (2) Directly by the Secretary of the Interior in states without approved programs.

LIMIT OF MODERATE WAVE ACTION (LiMWA)

Inland limit of the area affected by waves greater than 1.5 feet during the Base Flood. Base Flood conditions between the V Zone and the LiMWA will be similar to, but less severe than those in the V Zone.

LOWEST FLOOR

The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so to render the structure in violation of other applicable non-elevation design requirements of 44 CFR Section 60.3.

MANUFACTURED HOME

A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreational vehicle.

MANUFACTURED HOME PARK or MANUFACTURED HOME SUBDIVISION

A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

NEW CONSTRUCTION

Structures for which the start of construction commenced on or after the effective date of a floodplain regulation adopted by a community, and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK or SUBDIVISION

A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by the municipality.

RECREATIONAL VEHICLE

A vehicle which is:

- A. Built on a single chassis;
- B. Four hundred square feet or less when measured at the longest horizontal projections;
- C. Designed to be self-propelled or permanently towable by light-duty truck; and
- D. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel or seasonal use.

START OF CONSTRUCTION

For other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. No. 97-348), includes substantial improvements and means the date the building permit was issued, provided that the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings or piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the "actual start of construction" means the first alteration

of any wall, ceiling, floor or other structural part of a building, whether or not that alteration effects the external dimensions of the building.

STRUCTURE

A walled and roofed building, a manufactured home or a gas or liquid storage tank that is principally above ground.

SUBSTANTIAL DAMAGE

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT

Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or
- B. Any alteration of an historic structure, provided that the alteration will not preclude the structure's continued designation as an historic structure.

VARIANCE

A grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

VIOLATION

The failure of a structure or other development to be fully compliant with this ordinance. A new or substantially improved structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR §60.3(b)(5), (c)(4), (c)(10), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

§ 20-6. Applicability.

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the City of Millville.

§ 20-7. Basis for establishing areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report titled the "Flood Insurance Study, Volume 1 of 1, Cumberland County, New Jersey (All Jurisdictions), dated June 16, 2016, with accompanying Flood Insurance Rate Map (FIRM) panel numbers 34011C0170E, 34011C0178E, 34011C0179E, 34011C0183E, 34011C0187E, 34011C0189E, 34011C0190E, 34011C0191E, 34011C0192E, 34011C0193E, 34011C0194E, 34011C0213E, 34011C0214E, 34011C0330E, 34011C0331E, 34011C0332E, 34011C0333E, 34011C0334E, 34011C0351E, and 34011C0352E, dated June 16, 2016 is hereby adopted by reference and declared to be a part of this chapter. The Flood Insurance Study and FIRM panels are on file in the office of the City Clerk, 12 South High Street, Millville, New Jersey.

§ 20-8. Violations and penalties.

- A. No land or structure shall hereafter be altered, constructed, converted, extended, re-located to or located without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter by failure

to comply with any of its requirements (including violations of conditions and safeguards established in connection with condition) shall constitute a misdemeanor.

- B. Any person who violates this chapter or fails to comply with any of its requirements, shall, upon conviction thereof, be fined not more than \$1,000 or imprisoned for not more than 90 days, or both, for each violation and, in addition, shall pay all costs and expenses involved in the case.
- C. Nothing herein contained shall prevent the City of Millville from taking such other lawful action as is necessary to prevent or remedy any violation.

§ 20-9. Abrogation and greater restrictions.

This chapter is not intended to abrogate, impair, or repeal any existing covenants, deed restrictions, or easements. However, where this chapter and another ordinance, covenant, deed restriction, or easement conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

§ 20-10. Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements.
- B. Liberally construed in favor of the governing body.
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

§ 20-11. Warning and disclaimer of liability.

- A. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage.
- B. This chapter shall not create liability on the part of the City of Millville, any officer or employee thereof, or the Federal Insurance Administration for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

§ 20-12. Establishment of development permit.

- A. A development permit shall be obtained before construction or development begins within any area of special flood hazard established in § 20-7. Application for a development permit shall be made on forms furnished by the Construction Official and may include but not be limited to plans, in duplicate, drawn to scale showing the nature, location, dimensions and elevations of the area in question; existing or proposed structures, fill, storage of materials and drainage facilities; and the location of the foregoing.
- B. Specifically, the following information is required:
 - (1) Elevation, in relation to mean sea level, of the lowest floor (including basement) of all structures.
 - (2) Elevation, in relation to mean sea level, to which any structure has been floodproofed.
 - (3) Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in § 20-17B.
 - (4) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

§ 20-13. Designation of local administrator.

The Construction Official is hereby appointed to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions.

§ 20-14. Duties and responsibilities of Construction Official.

The duties of the Construction Official shall include but not be limited to:

A. Permit review.

- (1) Review all development permits to determine that the permit requirements of this chapter have been satisfied.
- (2) Review all development permits to determine that all necessary permits have been obtained from federal, state or local governmental agencies from which prior approval is required.
- (3) Review all development permits to determine if the proposed development is located in the floodway and assure that the encroachment provisions of § 20-18A are met.
- (4) Review all development permits in the Coastal A Zone area of the area of special flood hazard to determine if the proposed development alters the terrain so as to increase potential flood damage.
- (5) Review plans for walls to be used to enclose space below the base flood level in accordance with § 20-19B(4).

B. Use of other base flood and floodway data.

When base flood elevation and floodway data have not been provided in accordance with § 20-7, Basis for establishing areas of special flood hazard, the Construction Official shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source in order to administer § 20-17A, Residential construction, and § 20-17B, Nonresidential construction.

C. Information to be obtained and maintained.

- (1) Obtain and record the actual elevation in relation to mean sea level of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
- (2) For all new or substantially improved floodproofed structures:
 - i. Verify and record the actual elevation in relation to mean sea level; and
 - ii. Maintain the floodproofing certifications required in § 20-12B(3).
- (3) In Coastal A Zone areas, certification shall be obtained from a registered professional engineer or architect that the provisions of § 20-19B(1) and § 20-19B(2) i. and ii. are met.
- (4) Maintain for public inspection all records pertaining to the provision of this chapter.

D. Alteration of watercourses.

- (1) Notify adjacent communities and the New Jersey Department of Environmental Protection, Dam Safety and Flood Control Section and the Land Use Regulation Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.

- (2) Require that maintenance is provided within the altered relocated portion of said watercourse so that the flood-carrying capacity is not diminished.

E. Substantial Damage Review

- (1) After an event resulting in building damages, assess the damage to structures due to flood and non-flood causes.
- (2) Record and maintain the flood and non-flood damage of substantial damage structures and provide a letter of Substantial Damage Determination to the owner and the New Jersey Department of Environmental Protection, Dam Safety and Flood Control Section.
- (3) Ensure substantial improvements meet the requirements of sections § 20-17A, SPECIFIC STANDARDS, RESIDENTIAL CONSTRUCTION, and § 20-17B, SPECIFIC STANDARDS, NONRESIDENTIAL CONSTRUCTION.

F. Interpretation of FIRM boundaries.

The Construction Official shall make interpretations where needed as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in § 20-15.

§ 20-15. Variance procedure.

A. Appeals Board.

- (1) The Cumberland County Construction Appeals Board as established by the County of Cumberland shall hear and decide appeals and requests for variances from the requirements of this chapter.
- (2) The Cumberland County Construction Appeals Board shall hear and decide appeals when it is alleged there is an error in any decision, determination or requirement made by the Construction Official in the administration or enforcement of this chapter.
- (3) Those aggrieved by the decision of the Appeals Board, or any taxpayer, may appeal such decision to the Superior Court, as provided by law.
- (4) In passing upon such applications, the Appeals Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:
 - (a) The danger that materials may be swept onto other lands to the injury of others.
 - (b) The danger to life and property due to flooding or erosion damage.
 - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - (d) The importance of the services provided by the proposed facility to the community.
 - (e) The necessity to the facility of a waterfront location, where applicable.
 - (f) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage.

- (g) The compatibility of the proposed use with existing and anticipated development.
 - (h) The relationship of the proposed use to the Comprehensive Plan and floodplain management program of that area.
 - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - (j) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
 - (k) The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems and streets and bridges.
- (5) Upon consideration of the factors of Subsection A(4) above and the purposes of this chapter, the Appeals Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.
- (6) The Construction Official shall maintain the records of all appeal actions, including technical information, and report any variances to the Federal Insurance Administration upon request.

B. Conditions for variances.

- (1) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided that the items in Subsection A(4)(a) through (k) above have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.
- (2) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (3) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (4) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Variance shall only be issued upon:
 - (a) A showing of good and sufficient cause;
 - (b) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense or create nuisances or cause fraud on or victimization of the public as identified in Subsection

A(4) above or conflict with existing local laws or ordinance.

- (6) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

§ 20-16. General standards.

In all areas of special flood hazards, compliance with the applicable requirements of the Uniform Construction Code (N.J.A.C. 5:23) and the following standards, whichever is more restrictive, is required:

A. Anchoring.

- (1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- (2) All manufactured homes to be placed or substantially improved shall be anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include but are not to be limited to use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind force.

B. Construction materials and methods.

- (1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (2) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

C. Utilities.

- (1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (2) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters.
- (3) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- (4) For all new construction and substantial improvements the electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within components during conditions of flooding.

D. Subdivision proposals.

- (1) All subdivision proposals and other proposed new development shall be consistent with the need to minimize flood damage.
- (2) All subdivision proposals and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- (3) All subdivision proposals and other proposed new development shall have adequate drainage provided to reduce exposure to flood damage; and,
- (4) Base flood elevation data shall be provided for subdivision proposals and other proposed new

development which contain at least 50 lots or five acres (whichever is less).

E. Enclosure openings.

For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

- (1) A minimum of two openings in at least two exterior walls of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- (2) The bottom of all openings shall be no higher than one foot above grade.
- (3) Openings may be equipped with screens, louvers or other covering devices, provided that they permit the automatic entry and exit of floodwaters.

§ 20-17. Specific standards.

In all areas of special flood hazard where base flood elevation data have been provided as set forth in § 20-7, Basis for establishing areas of special flood hazard, or in § 20-14B, Use of other base flood and floodway data, the following standards are required:

A. Residential construction.

- (1) For Coastal A Zone construction see § 20-19 Coastal A Zone.
- (2) New construction and substantial improvement of any residential structure located in an A or AE zone shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated to or above base flood elevation plus one (1) foot or as required by ASCE/SEI 24-14, Table 2-1, whichever is more restrictive.

B. Nonresidential construction.

In an Area of Special Flood Hazard, all new construction and substantial improvement of any commercial, industrial, or other nonresidential structure located in an A or AE zone (for Coastal A Zone construction see § 20-19 Coastal A Zone) shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities:

either

- (1) Elevated to or above the base flood elevation plus one (1) foot or as required by ASCE/SEI 24-14, Table 2-1, whichever is more restrictive;

or

- (2) Be floodproofed so that below the base flood level plus one (1) foot or as required by ASCE/SEI 24-14, Table 6-1, whichever is more restrictive, the structure is watertight with walls substantially impermeable to the passage of water;
- (3) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
- (4) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of this

subsection. Such certification shall be provided to the official as set forth in § 20-14C(2)ii.

C. Manufactured homes.

- (1) Manufactured homes shall be anchored in accordance with § 20-16A(2).
- (2) All manufactured homes to be placed or substantially improved within an area of special flood hazard shall:
 - i. Be consistent with the need to minimize flood damage,
 - ii. Be constructed as to minimize flood damage,
 - iii. Have adequate drainage provided to reduce exposure to flood damage; and
 - iv. Be elevated on a permanent foundation such that the top of the lowest floor is at or above the base flood elevation plus one (1) foot or as required by ASCE/SEI 24-14, Table 2-1, whichever is more restrictive.

§ 20-18. Floodways.

Located within areas of special flood hazard established in § 20-7 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions apply;

- A. Encroachment, including fill, new construction, substantial improvements and other development, shall be prohibited unless a technical evaluation demonstrates that encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- B. If § 20-18A is satisfied, all new construction and substantial improvements shall meet the flood hazard reduction provisions of § 20-16 through § 20-19.
- C. In all areas of special flood hazard in which base flood elevation data has been provided and no floodway has been designated, the cumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the water surface elevation of the base flood more than 0.2 of a foot at any point.

§ 20-19. Coastal A Zone.

Coastal A Zones are located within the areas of special flood hazard established in § 20-7. These areas may be subject to wave effects, velocity flows, erosion, scour, or a combination of these forces; therefore, the following provisions shall apply:

A. LOCATION OF STRUCTURES

1. All buildings or structures shall be located landward of the reach of the mean high tide.
2. The placement of manufactured homes shall be prohibited, except in an existing manufactured home park or subdivision.

B. CONSTRUCTION METHODS

1. ELEVATION

All new construction and substantial improvements shall be elevated on piling or columns so that:

- i. The bottom of the lowest horizontal structural member of the lowest floor (excluding the piling or columns) is elevated to or above the base flood elevation plus one (1) foot or as required by ASCE/SEI 24-14, Table 4-1, whichever is more restrictive, and,

- ii. With all space below the lowest floor's supporting member open so as not to impede the flow of water, except for breakaway walls as provided or in § 20-19B(4).

2. STRUCTURAL SUPPORT

- i. All new construction and substantial improvements shall be securely anchored on piling or columns.
- ii. The pile or column foundation and structure attached thereto shall be anchored to resist flotation, collapse or lateral movement due to the effects of wind and water loading values each of which shall have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).
- iii. Prohibit the use of fill for structural support of buildings within Coastal A Zones on the community's FIRM.

3. CERTIFICATION

A registered professional engineer or architect shall develop or review the structural design specifications and plans for the construction and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for compliance with the provisions of § 20-19B(1) and § 20-19B(2) i. and ii.

4. SPACE BELOW THE LOWEST FLOOR

- i. Any alteration, repair, reconstruction or improvement to a structure started after the enactment of this ordinance shall not enclose the space below the lowest floor unless breakaway walls, open wood lattice-work or insect screening are used as provided for in this section.
- ii. Breakaway walls, open wood lattice-work or insect screening shall be allowed below the base flood elevation provided that they are intended to collapse under wind and water loads without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Breakaway walls shall be designed for a safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions.
 - 1. breakaway wall collapse shall result from a water load less than that which would occur during the base flood and,
 - 2. the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement or other structural damage due to the effects of wind and water load acting simultaneously on all building components (structural and non-structural). Water loading values used shall be those associated with the base

flood. Wind loading values used shall be those required by applicable State or local building standards.

- iii. If breakaway walls are utilized, such enclosed space shall be used solely for parking of vehicles, building access, or storage and not for human habitation.
- iv. Prior to construction, plans for any breakaway wall must be submitted to the Construction Code Official or Building Sub-Code Official for approval.

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 an Ordinance adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on _____, 2016.

Susan G. Robostello, City Clerk

Daily Journal, Vineland



Publication Name:

Daily Journal, Vineland

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Saturday, May 21, 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 May 17, 2016 and that said Ordinance will be considered by said Board on final passage on June 7, 2016 at 6:30 P.M. in the City 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. Following is a copy of the proposed Ordinance above referred to. WHEREAS Section 2-69 of the Municipal Code requires that the currently effective ordinances fixing the salaries and rates of compensation of officers and employees of the municipality shall be kept on file in the office of the City Clerk; and WHEREAS, the governing body of the municipality desires to amend the salary ordinance to amend an existing title's maximum compensation for the following: Title Minimum Maximum Sewerage Plant Superintendent/ \$20,000.00 \$90,000.00 Sewer Superintendent** Water Superintendent** \$20,000.00 \$90,000.00 WHEREAS, the governing body of the City of Millville desires to amend the salary ordinance to remove an existing title as follows: Water Superintendent/ \$20,000.00 \$108,543.12 Sewer Superintendent** NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MILLVILLE AS FOLLOWS: 1. The salary ordinance is hereby amended to reflect the change in the maximum salary of the existing title. 2. A copy of the ordinance shall be kept on file in the office of the City Clerk. 3. This amendment to the salary ordinance shall be effective after final approval and publication as required by law. 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: May 21, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk \$49.88

[Back](#)

Ordinance No. _____

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

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

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Sewage Plant Superintendent/ Sewage Superintendent**	\$20,000.00	\$90,000.00
Water Superintendent**	\$20,000.00	\$90,000.00

WHEREAS, the governing body of the City of Millville desires to amend the salary ordinance to remove an existing title as follows:

Water Superintendent/ Sewer Superintendent**	\$20,000.00	\$108,543.12
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NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MILLVILLE AS FOLLOWS:

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

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

Daily Journal, Vineland



Publication Name:

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Saturday, May 21, 2016

Notice Content

CITY OF MILLVILLE NOTICE OF INTENTION Notice is hereby given that a Bond 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 May 17, 2016 and that said Ordinance will be considered by said Board on final passage on June 7, 2016 at 6:30 P.M. in the City 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. Following is a copy of the proposed Bond Ordinance above referred to. BOND ORDINANCE AUTHORIZING IMPROVEMENTS AND REPAIRS TO VARIOUS MUNICIPAL BUILDINGS AND APPROPRIATING FOUR HUNDRED EIGHTY-FOUR THOUSAND FIVE DOLLARS (\$484,005) TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF FOUR HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED FOUR DOLLARS (\$459,804) OF BONDS TO FINANCE THE APPROPRIATION, AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE, IN THE COUNTY OF CUMBERLAND, STATE OF NEW JERSEY (not less than two-thirds of the full membership thereof affirmatively concurring), DOES HEREBY ORDAIN AS FOLLOWS: Section 1. Appropriation for Project-Down Payment The improvements described in Section 3 of this Bond Ordinance are hereby respectfully authorized as general improvements to be made or acquired by the City of Millville, in the County of Cumberland, New Jersey (the "City"). For said improvements or purposes stated in Section 3, there are hereby appropriated the sums of money therein stated as the appropriations made for said improvements or purposes, said sums being inclusive of all appropriations heretofore made therefore and amounting in the aggregate to FOUR HUNDRED EIGHTY-FOUR THOUSAND FIVE DOLLARS (\$484,005), including the aggregate sum of TWENTY-FOUR THOUSAND TWO HUNDRED ONE DOLLAR (\$24,201), which is hereby appropriated from the Capital Improvement Fund of the City as the down payments for said improvements or purposes as required pursuant to N.J.S.A. 40A:2-11. It is hereby determined and stated that the amount of the down payment is not less than five percent (5%) of the obligations authorized by this Bond Ordinance and that the amount appropriated as a down payment has been made available prior to final adoption of this Bond Ordinance by provisions in prior or current budgets of the City for capital improvements and down payments, including also monies received from the United States of America, the State of New Jersey or the County of Cumberland, or agencies thereof, as grants in aid of financing said improvements or purposes. Section 2. Authorization of Bonds For the financing of said improvements or purposes and to meet the FOUR HUNDRED EIGHTY-FOUR THOUSAND FIVE DOLLARS (\$484,005) appropriation, negotiable bonds of the City are hereby authorized to be issued in the maximum principal amount of FOUR HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED FOUR DOLLARS (\$459,804) pursuant to the Local Bond Law of New Jersey (the "Local Bond Law") and any other law applicable thereto. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes stated in Section 3, negotiable note(s) of the City in the maximum principal amount of FOUR HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED FOUR DOLLARS (\$459,804) are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law. Section 3. Description of Projects The improvements hereby

authorized and the purposes for the financing of which said obligations are to be issued, the appropriations made for and the estimated costs of such purposes (including all work or materials necessary therefore or incidental thereto), and the estimated maximum amount of bonds or notes to be issued for such purposes are as follows: IMPROVEMENT APPROPRIATION AMOUNT OF OR AND BONDS PURPOSE ESTIMATED OR NOTES COST Construction of improvements, repairs and renovations to various Municipal Buildings, including the costs of surveying, construction planning, engineering, preparation of plans and specifications, permits, bid documents and construction inspection and administration. Total \$484,005 \$459,804 The excess of the appropriation made for such improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefore, as stated above, not including the amount of any grant, is the amount of the said down payments for said purposes.

Section 4. Authorization of Notes In anticipation of the issuance of said bonds and to temporarily finance said improvements, negotiable notes of the City in a principal amount equal to the said principal of bonds not exceeding of FOUR HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED FOUR DOLLARS (\$459,804) are hereby authorized to be issued pursuant to the limitations prescribed by the Local Bond Law. All such note(s) shall mature at such time as may be determined by the Chief Financial Officer or such other Financial Officer designated by Resolution for these purposes (both being hereinafter referred to in this Section as Chief Financial Officer); provided that no note shall mature later than one (1) year from its issue date. Such note(s) shall bear interest at a rate or rates and shall be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with any note(s) issued pursuant to this Ordinance, and the signature of the Chief Financial Officer upon such note(s) shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell the note(s) from time to time at public or private sale in such amounts as the Chief Financial Officer may determine and not less than par, and to deliver the same from time to time to the purchasers thereof upon receipt of the purchase price plus accrued interest from their dates to the date of delivery thereof as payment thereof. Such Chief Financial Officer is authorized and directed to report in writing to the Mayor and the Commission of the City at the meeting next succeeding the date when any sale or delivery of the note(s) pursuant to this Ordinance is made. Such report shall include the amount, the description, the interest rate, the maturity schedule of the note(s) sold, price obtained and the name of the purchaser. All note(s) issued hereunder may be renewed from time to time for periods not exceeding one (1) year for the time period specified in and in accordance with the provisions and limitations of N.J.S.A. 40A:2-8(a) of the Local Bond Law. The Chief Financial Officer is further directed to determine all matters in connection with said note or notes and not determined by this Ordinance. The Chief Financial Officer's signature upon said note(s) shall be conclusive evidence of such determination.

Section 5. Capital Budget The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance. The resolution in the form promulgated by the Local Finance Board showing full detail of the capital budget and capital program is on the file with the Clerk and is available there for public inspection.

Section 6. Additional Matters The following additional matters are hereby determined, declared and recited and stated: (a) Capital Expenditures. The said purposes described in Section 3 of this Bond Ordinance are not current expenses and are properties or improvements which the City may lawfully require or make as a general improvement, and no part of the cost thereof has been or shall be specifically assessed on property specifically benefited thereby. (b) Average Period of Usefulness. The period of usefulness of said purposes authorized herein as determined in accordance with the Local Bond Law is fifteen (15) years. (c) Supplemental Debt Statement. This Bond Ordinance does not authorize any additional indebtedness, but merely serves to appropriate certain unfunded portions of several previously adopted bond ordinances of the City as more fully set forth in Section 11, below, the net debt of the City as provided in the Local Bond Law is not increased by this Bond Ordinance, and no supplemental debt statement is required to be filed. The said obligations authorized by this Bond Ordinance will be within the debt limitations prescribed by the Local Bond Law. (d) Soft Costs. Amounts not exceeding FORTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$48,400) in the aggregate for interest on said obligations, costs of issuing said obligations, architectural, engineering and inspection costs, legal expenses, a reasonable proportion of the compensation and expenses of employees of the City in connection with the acquisition of such improvement and property as authorized herein, and other items of expense listed in and permitted under Section 40A:2-20 of the Local Bond Law have been included as part of the costs of said improvement and are included in the foregoing estimate thereof.

Section 7. Ratification of Prior Actions Any action taken by any officials of the City in connection with the improvements described in Section 3 hereof are hereby ratified and confirmed notwithstanding that such actions may have been taken prior to the effective date of this bond ordinance and shall be deemed to have been taken pursuant to this bond ordinance.

Section 8. Application of Grants Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. Full Faith and Credit The full faith and credit of the City are hereby pledged to punctual payment of the principal and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all of the taxable property within the City for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 10. Official Intent to Reimburse Expenditures The City reasonably expects to reimburse any expenditures towards the cost of the improvements or purposes described in Section 3 of this Bond Ordinance and paid prior to the issuance of any bonds or notes authorized by this Bond Ordinance with the proceeds of such bonds or notes. No funds from sources other than the bonds or notes authorized herein has been or is reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside by the City, or any member of the same "control group" as the City, within the meaning of Treasury Regulations Section 1.150-1(f), pursuant to their budget or financial policies with respect to any expenditures to be reimbursed. This Section is intended to be and hereby is a declaration of the City's official intent to reimburse any expenditures towards the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations Section 1.103-18, and no action (or inaction) will be an artifice or device in accordance with Treasury Regulation Section yield restrictions or arbitrage rebate requirements.

Section 11. Portion of Prior Bond Ordinances Cancelled The total appropriation amount of this Bond Ordinance represents the unfunded portions of the following listed previously adopted bond ordinances of the City (the "Prior Bond Ordinances") in the aggregate amount of \$484,005.87. Such prior appropriations are hereby cancelled and superseded by this Bond Ordinance as of the effective date of this Bond Ordinance. Ordinance No. Unfunded and Amounts Adoption Date 12-2009, March 3, 2009 \$59,780.75 19-2012, 36-2012, May 15, 2012 \$150,019.12 4-2013, March 19, 2013 \$274,206.00 All actions previously taken pursuant to the Prior Bond Ordinances for the aforesaid appropriations shall be deemed taken pursuant to this Bond Ordinance, and those actions are hereby ratified and confirmed to the extent necessary.

Section 12. Effective Date This bond ordinance shall

take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law. FIRST READING: May 17, 2016 PUBLICATION: May 21, 2016 FINAL READING: June 7, 2016 PUBLICATION WITH STATEMENT: June 10, 2016 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: May 21, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk \$240.80

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

ORDINANCE NO. 24 - 2016

BOND ORDINANCE AUTHORIZING IMPROVEMENTS AND REPAIRS TO VARIOUS MUNICIPAL BUILDINGS AND APPROPRIATING FOUR HUNDRED EIGHTY-FOUR THOUSAND FIVE DOLLARS (\$484,005) TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF FOUR HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED FOUR DOLLARS (\$459,804) OF BONDS TO FINANCE THE APPROPRIATION, AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS

THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE, IN THE COUNTY OF CUMBERLAND, STATE OF NEW JERSEY (not less than two-thirds of the full membership thereof affirmatively concurring), DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Appropriation for Project-Down Payment

The improvements described in Section 3 of this Bond Ordinance are hereby respectfully authorized as general improvements to be made or acquired by the City of Millville, in the County of Cumberland, New Jersey (the "City"). For said improvements or purposes stated in Section 3, there are hereby appropriated the sums of money therein stated as the appropriations made for said improvements or purposes, said sums being inclusive of all appropriations heretofore made therefore and amounting in the aggregate to **FOUR HUNDRED EIGHTY-FOUR THOUSAND FIVE DOLLARS** (\$484,005), including the aggregate sum of **TWENTY-FOUR THOUSAND TWO HUNDRED ONE DOLLAR** (\$24,201), which is hereby appropriated from the Capital Improvement Fund of the City as the down payments for said improvements or purposes as required pursuant to N.J.S.A. 40A:2-11. It is hereby determined and stated that the amount of the down payment is not less than five percent (5%) of the obligations authorized by this Bond Ordinance and that the amount appropriated as a down payment has been made available prior to final adoption of this Bond Ordinance by provisions in prior or current budgets of the City for capital improvements and down payments, including also monies received from the United States of America, the State of New Jersey or the County of Cumberland, or agencies thereof, as grants in aid of financing said improvements or purposes.

Section 2. Authorization of Bonds

For the financing of said improvements or purposes and to meet the **FOUR HUNDRED EIGHTY-FOUR THOUSAND FIVE DOLLARS** (\$484,005)

appropriation, negotiable bonds of the City are hereby authorized to be issued in the maximum principal amount of FOUR HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED FOUR DOLLARS (\$459,804) pursuant to the Local Bond Law of New Jersey (the "**Local Bond Law**") and any other law applicable thereto. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes stated in Section 3, negotiable note(s) of the City in the maximum principal amount of FOUR HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED FOUR DOLLARS (\$459,804) are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. Description of Projects

The improvements hereby authorized and the purposes for the financing of which said obligations are to be issued, the appropriations made for and the estimated costs of such purposes (including all work or materials necessary therefore or incidental thereto), and the estimated maximum amount of bonds or notes to be issued for such purposes are as follows:

IMPROVEMENT OR PURPOSE	APPROPRIATION AND ESTIMATED COST	AMOUNT OF BONDS OR NOTES
Construction of improvements, repairs and renovations to various Municipal Buildings, including the costs of surveying, construction planning, engineering, preparation of plans and specifications, permits, bid documents and construction inspection and administration.		
Total	\$484,005	\$459,804

The excess of the appropriation made for such improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefore, as stated above, not including the amount of any grant, is the amount of the said down payments for said purposes.

Section 4. Authorization of Notes

In anticipation of the issuance of said bonds and to temporarily finance said improvements, negotiable notes of the City in a principal amount equal to the said principal of bonds not exceeding of FOUR HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED FOUR

DOLLARS (\$459,804) are hereby authorized to be issued pursuant to the limitations prescribed by the Local Bond Law. All such note(s) shall mature at such time as may be determined by the Chief Financial Officer or such other Financial Officer designated by Resolution for these purposes (both being hereinafter referred to in this Section as Chief Financial Officer); provided that no note shall mature later than one (1) year from its issue date. Such note(s) shall bear interest at a rate or rates and shall be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with any note(s) issued pursuant to this Ordinance, and the signature of the Chief Financial Officer upon such note(s) shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell the note(s) from time to time at public or private sale in such amounts as the Chief Financial Officer may determine and not less than par, and to deliver the same from time to time to the purchasers thereof upon receipt of the purchase price plus accrued interest from their dates to the date of delivery thereof as payment thereof. Such Chief Financial Officer is authorized and directed to report in writing to the Mayor and the Commission of the City at the meeting next succeeding the date when any sale or delivery of the note(s) pursuant to this Ordinance is made. Such report shall include the amount, the description, the interest rate, the maturity schedule of the note(s) sold, price obtained and the name of the purchaser. All note(s) issued hereunder may be renewed from time to time for periods not exceeding one (1) year for the time period specified in and in accordance with the provisions and limitations of N.J.S.A. 40A:2-8(a) of the Local Bond Law. The Chief Financial Officer is further directed to determine all matters in connection with said note or notes and not determined by this Ordinance. The Chief Financial Officer's signature upon said note(s) shall be conclusive evidence of such determination.

Section 5. Capital Budget

The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance. The resolution in the form promulgated by the Local Finance Board showing full detail of the capital budget and capital program is on the file with the Clerk and is available there for public inspection.

Section 6. Additional Matters

The following additional matters are hereby determined, declared and recited and stated:

(a) **Capital Expenditures.** The said purposes described in Section 3 of this Bond Ordinance are not current expenses and are properties or improvements which the City may lawfully require or make as a general improvement, and no part of the cost

thereof has been or shall be specifically assessed on property specifically benefited thereby.

(b) **Average Period of Usefulness.**

The period of usefulness of said purposes authorized herein as determined in accordance with the Local Bond Law is **fifteen (15) years.**

(c) **Supplemental Debt Statement.**

This Bond Ordinance does not authorize any additional indebtedness, but merely serves to appropriate certain unfunded portions of several previously adopted bond ordinances of the City as more fully set forth in Section 11, below, the net debt of the City as provided in the Local Bond Law is not increased by this Bond Ordinance, and no supplemental debt statement is required to be filed. The said obligations authorized by this Bond Ordinance will be within the debt limitations prescribed by the Local Bond Law.

(d) **Soft Costs.** Amounts not exceeding FORTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$48,400) in the aggregate for interest on said obligations, costs of issuing said obligations, architectural, engineering and inspection costs, legal expenses, a reasonable proportion of the compensation and expenses of employees of the City in connection with the acquisition of such improvement and property as authorized herein, and other items of expense listed in and permitted under Section 40A:2-20 of the Local Bond Law have been included as part of the costs of said improvement and are included in the foregoing estimate thereof.

Section 7. Ratification of Prior Actions

Any action taken by any officials of the City in connection with the improvements described in Section 3 hereof are hereby ratified and confirmed notwithstanding that such actions may have been taken prior to the effective date of this bond ordinance and shall be deemed to have been taken pursuant to this bond ordinance.

Section 8. Application of Grants

Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. Full Faith and Credit

The full faith and credit of the City are hereby pledged to punctual payment of the principal and

interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all of the taxable property within the City for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 10. Official Intent to Reimburse Expenditures

The City reasonably expects to reimburse any expenditures towards the cost of the improvements or purposes described in Section 3 of this Bond Ordinance and paid prior to the issuance of any bonds or notes authorized by this Bond Ordinance with the proceeds of such bonds or notes. No funds from sources other than the bonds or notes authorized herein has been or is reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside by the City, or any member of the same "control group" as the City, within the meaning of Treasury Regulations Section 1.150-1(f), pursuant to their budget or financial policies with respect to any expenditures to be reimbursed. This Section is intended to be and hereby is a declaration of the City's official intent to reimburse any expenditures towards the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations Section 1.103-18, and no action (or inaction) will be an artifice or device in accordance with Treasury Regulation Section yield restrictions or arbitrage rebate requirements.

Section 11. Portion of Prior Bond Ordinances Cancelled

The total appropriation amount of this Bond Ordinance represents the unfunded portions of the following listed previously adopted bond ordinances of the City (the "**Prior Bond Ordinances**") in the aggregate amount of **\$484,005.87**. Such prior appropriations are hereby cancelled and superceded by this Bond Ordinance as of the effective date of this Bond Ordinance.

Ordinance No. and Adoption Date	Unfunded Amounts
12-2009, March 3, 2009	\$59,780.75
19-2012, 36-2012, May 15, 2012	\$150,019.12
4-2013, March 19, 2013	\$274,206.00

All actions previously taken pursuant to the Prior Bond Ordinances for the aforesaid appropriations shall be deemed taken pursuant to this Bond Ordinance, and those actions are hereby ratified and confirmed to the extent necessary.

Section 12. Effective Date

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

FIRST READING: May 17, 2016

PUBLICATION: May 23, 2016

FINAL READING: June 7, 2016

PUBLICATION WITH STATEMENT: June 10, 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 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 June 7, 2016.

Susan G. Robostello, City Clerk

Daily Journal, Vineland



Publication Name:

Daily Journal, Vineland

Publication URL:

Publication City and State:

Vineland , NJ

Publication County:

Cumberland

Notice Popular Keyword Category:

Notice Keywords:

unexpended proceeds

Notice Authentication Number:

201606011419041975945

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Notice URL:

Notice Publish Date:

Saturday, May 21, 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 May 17, 2016 and that said Ordinance will be considered by said Board on final passage on June 7, 2016 at 6:30 P.M. in the City 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. Following is a copy of the proposed Ordinance above referred to. ORDINANCE OF THE CITY OF MILLVILLE, COUNTY OF CUMBERLAND, NEW JERSEY, APPROPRIATING CERTAIN UNEXPENDED PROCEEDS OF THE SALE OF PREVIOUSLY ISSUED BONDS AND NOTES TO FINANCE THE COST OF ADDITIONAL CAPITAL IMPROVEMENTS AND TAKING RELATED ACTIONS WHEREAS, the City of Millville, County of Cumberland, New Jersey (the "City") has, pursuant to the Local Bond Law, Chapter 2 of Title 40A of the New Jersey Statutes, amended and supplemented ("Local Bond Law"), and Bond Ordinances Nos. 11-2003, 43-2004 and 11-2011 (the aforesaid Ordinances are hereinafter referred to collectively as the "Ordinances"), issued its bonds (the "City Bonds") for the purpose of funding various sewer utility projects of the City as more fully specified in the Bond Ordinances (collectively, the "Sewer Utility Projects") with low interest loans to be provided through the New Jersey Environmental Infrastructure Trust ("NJEIT Loans"); and WHEREAS, the Sewer Utility Projects have been completed by the City and all costs of such projects have been paid for using a combination of the proceeds of the NJEIT Loans and funds of the City; and WHEREAS, the balances that remain funded under the Bond Ordinances as set forth below represent proceeds from the NJEIT Loans that were intended to reimburse the City for permitted soft cost expenditures associated with the Sewer Utility Projects, which to date, have not been used for such authorized reimbursement, are no longer needed for such purpose and remain unexpended ("Unexpended Proceeds"); and WHEREAS, Section 40A:2-39 of the Local Bond Law provides that, if, in the opinion of the Board of Commissioners of the City (the "Commission"), it is in the best interest of the City, the Unexpended Proceeds may be appropriated to and used to finance the cost of any other purpose or purposes for which bonds may be issued; and WHEREAS, the Commission has determined that it is in the best interest of the City to appropriate the Unexpended Proceeds towards the costs of additional capital improvements and projects for the City as hereinafter specified. NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE, COUNTY OF CUMBERLAND, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), does hereby ordain as follows: Section 1. Capital Character of Additional Projects; Authorization. It is hereby determined that the following listed Unexpended Proceeds shall be used to finance the costs of the purchase of a Sewer Jet and Catch Basin Cleaner, including without limitation all costs of designing, planning and engineering, in the aggregate amount of \$266,373.84 (the "Sewer Equipment Purchase"): Ordinance No. 11-2003 \$ 16,840.24 Ordinance No. 43-2004 \$149,536.60 Ordinance No. 11-2011 \$100,000.00 Total \$266,376.84. The Sewer Equipment Purchase constitutes a purpose for which bonds may be issued pursuant to the Local Bond Law, having a period of usefulness in excess of five (5) years, as required by Section 40A:2-21 of the Local Bond Law. The implementation of the Sewer Equipment Purchase is hereby authorized

to be made as a general improvement in and for the City. Section 2. Appropriation of Unexpended Proceeds. It is hereby determined that, in the opinion of the Commission, it is in the best interest of the City to appropriate the Unexpended Proceeds in the amount of \$266,376.84 under this Ordinance to finance the costs associated with the Sewer Equipment Purchase, and accordingly, said sum is hereby appropriated. Section 3. Capital Budget Amendment. The capital budget is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital improvement program as approved by the Director, Division of Local Government Services, are on file with the City Clerk and are available for public inspection. Section 4. No Additional Indebtedness Authorized. This Ordinance does not authorize any additional indebtedness, but merely appropriates proceeds of City Bonds in excess of the amount required to complete the improvements for the financing of which such City Bonds were originally issued. Section 5. Repeal of Inconsistent Legislation. All ordinances and resolutions or parts thereof to the extent inconsistent herewith are hereby repealed or rescinded. Section 6. Effective Date. This Ordinance shall take effect immediately upon final adoption and publication as required by law. First Reading: May 17, 2016 Publication: May 21, 2016 Final Reading: June 7, 2016 Publication: June 10, 2016 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: May 21, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk \$110.08

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

ORDINANCE NO. ____ - 2016

**ORDINANCE OF THE CITY OF MILLVILLE, COUNTY OF
CUMBERLAND, NEW JERSEY, APPROPRIATING
CERTAIN UNEXPENDED PROCEEDS OF THE SALE OF
PREVIOUSLY ISSUED BONDS AND NOTES TO
FINANCE THE COST OF ADDITIONAL CAPITAL
IMPROVEMENTS AND TAKING RELATED ACTIONS**

WHEREAS, the City of Millville, County of Cumberland, New Jersey (the "**City**") has, pursuant to the Local Bond Law, Chapter 2 of Title 40A of the New Jersey Statutes, amended and supplemented ("**Local Bond Law**"), and Bond Ordinances Nos. 11-2003, 43-2004 and 11-2011 (the aforesaid Ordinances are hereinafter referred to collectively as the "**Ordinances**"), issued its bonds (the "**City Bonds**") for the purpose of funding various sewer utility projects of the City as more fully specified in the Bond Ordinances (collectively, the "**Sewer Utility Projects**") with low interest loans to be provided through the New Jersey Environmental Infrastructure Trust ("**NJEIT Loans**"); and

WHEREAS, the Sewer Utility Projects have been completed by the City and all costs of such projects have been paid for using a combination of the proceeds of the NJEIT Loans and funds of the City; and

WHEREAS, the balances that remain funded under the Bond Ordinances as set forth below represent proceeds from the NJEIT Loans that were intended to reimburse the City for permitted soft cost expenditures associated with the Sewer Utility Projects, which to date, have not been used for such authorized reimbursement, are no longer needed for such purpose and remain unexpended ("**Unexpended Proceeds**"); and

WHEREAS, Section 40A:2-39 of the Local Bond Law provides that, if, in the opinion of the Board of Commissioners of the City (the "**Commission**"), it is in the best interest of the City, the Unexpended Proceeds may be appropriated to and used to finance the cost of any other purpose or purposes for which bonds may be issued; and

WHEREAS, the Commission has determined that it is in the best interest of the City to appropriate the Unexpended Proceeds towards the costs of additional capital improvements and projects for the City as hereinafter specified.

**NOW, THEREFORE, THE BOARD OF
COMMISSIONERS OF THE CITY OF MILLVILLE, COUNTY
OF CUMBERLAND, NEW JERSEY** (not less than

two-thirds of all members thereof affirmatively concurring), does hereby ordain as follows:

Section 1. **Capital Character of Additional Projects; Authorization.** It is hereby determined that the following listed Unexpended Proceeds shall be used to finance the costs of the purchase of a Sewer Jet and Catch Basin Cleaner, including without limitation all costs of designing, planning and engineering, in the aggregate amount of **\$266,376.84** (the "**Sewer Equipment Purchase**"):

Ordinance No. 11-2003	\$16,840.24
Ordinance No. 43-2004	\$149,536.60
Ordinance No. 11-2011	<u>\$100,000.00</u>
Total	<u>\$266,376.84.</u>

The Sewer Equipment Purchase constitutes a purpose for which bonds may be issued pursuant to the Local Bond Law, having a period of usefulness in excess of five (5) years, as required by Section 40A:2-21 of the Local Bond Law. The implementation of the Sewer Equipment Purchase is hereby authorized to be made as a general improvement in and for the City.

Section 2. **Appropriation of Unexpended Proceeds.** It is hereby determined that, in the opinion of the Commission, it is in the best interest of the City to appropriate the Unexpended Proceeds in the amount of **\$266,376.84** under this Ordinance to finance the costs associated with the Sewer Equipment Purchase, and accordingly, said sum is hereby appropriated.

Section 3. **Capital Budget Amendment.** The capital budget is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital improvement program as approved by the Director, Division of Local Government Services, are on file with the City Clerk and are available for public inspection.

Section 4. **No Additional Indebtedness Authorized.** This Ordinance does not authorize any additional indebtedness, but merely appropriates proceeds of City Bonds in excess of the amount required to complete the improvements for the financing of which such City Bonds were originally issued.

Section 5. **Repeal of Inconsistent Legislation.** All ordinances and resolutions or parts thereof to the extent inconsistent herewith are hereby repealed or rescinded.

Section 6. **Effective Date.** This Ordinance shall take effect immediately upon final adoption and publication as required by law.

First Reading: May 17, 2016

Publication: May 21, 2016

Final Reading: June 7, 2016

Publication: June 10, 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 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 June 7, 2016.

Susan G. Robostello, City Clerk

Resolution No. _____

WHEREAS, in accordance with Chapter 33, Article 20 of City of Millville Municipal Code the operator of each taxicab engaged in the taxi business within the City shall obtain an operator’s license; and

WHEREAS, the following individuals have submitted license applications which are on file with the City Clerk:

1. **Joseph John Christmann**
735 S. West Ave, Vineland, NJ 08360
2. **Hamlet Lana**
125 West Main Street, Millville, NJ 08332
3. **Aaron Wayne King**
3105 Cedarville Road, Millville, NJ 08332
4. **Brenda L. Wells**
606 North 10th Street, Millville, NJ 08332
5. **Shirley A. Mossbrooks**
27 Caloris Ave., Millville, NJ 08332
6. **Maria E. Aispuro**
156 Cedarville Road, Bridgeton, NJ 08302
7. **Nasario Aispuro**
156 Cedarville Road, Bridgeton, NJ 08302
8. **Steven M. Overstreet**
616 E. Pine Street, Millville, NJ 08332
9. **Charles W. Repp, Sr.**
420 Lake Rd, Newfield, NJ 08244
10. **Jose Reyes**
805 N. 8th St, Millville, NJ 08332
11. **Jose G. Jerez**
766 S. Valley Ave, Vineland, NJ 08360
12. **John F. Rice**
421 Manor Ave, Millville, NJ 08332
13. **Richard C. Condon**
107 Cedar St., Millville, NJ 08332
14. **Joann Rice**
421 Manor Ave, Millville, NJ 08332
15. **Anthony Mascia**
343 Fern Rd, Millville, NJ 08332
16. **Heather Galiyano**
110 Whitall Ave, Millville, NJ 08332

WHEREAS, the Chief of Police and the Traffic Safety Bureau have completed the required investigations and have determined the applicants meet the qualifications pursuant to the City of Millville Municipal Code §33-162.A License procedure for Taxicab Operator’s License.

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

1. The Taxicab Operator Licenses are approved for the period covering January 1, 2016 through December 31, 2016.
2. The Taxicab Operator Licenses shall be prepared by the Office of the City Clerk.

Moved By:
Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

CERTIFICATION AS TO AVAILABILITY OF FUNDS

The undersigned does hereby certify as of June 7, 2016 the balance in the City of Millville appropriation account entitled, as follows:

1. Matching Funds for Grants **#6-01-40-799-000-799** **\$ 7,898.50**

Further there is hereby certified that there are adequate funds available for the proposed contract of the City of Millville to the **Municipal Alliance**.

Dated: 06/07/16



Marcella D. Shepard
Chief Financial Officer
City of Millville

ResolutionNo. _____

Resolution to Amend Resolution R168-2016 adopted on May 17, 2016 to correct a clerical error that misstated the matching amount of the grant to be \$10,531.00 which should have been \$7,898.50.

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

Section 1

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Millville hereby requests the insertion of an additional item of revenue in the budget of the calendar year 2016 in the sum of ***** \$ 31,594.00 which is now available as a revenue from the **County of Cumberland: Municipal Alliance on Alcoholism and Drug Abuse**; pursuant to the provisions of Statute.

Section 2

BE IT FURTHER RESOLVED that a like sum of ***** \$ 31,594.00 be and the same is hereby appropriated in the budget under the caption:

**Operations - Excluded from 'CAPS'
State & Federal Programs Offset by Revenues:
Municipal Alliance Program:
Prevent Alcoholism & Drug Abuse**

Section 3

BE IT FURTHER RESOLVED that a like sum of ***** \$ 7,898.50 representing the amount necessary to make the municipality's share of the aforementioned undertaking or improvements appears in the budget of calendar Year 2016 under the caption of **Matching funds for Grants** (Sheet 25), and is hereby appropriated under the caption of **MUNICIPAL ALLIANCE PROGRAM: Prevent Alcoholism and Drug Abuse.**

Section 4

BE IT FURTHER RESOLVED that the Clerk be authorized to file one (1) certification with the Director of the Division of Local Government Services.

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 previously made a Housing Rehabilitation Program Contract Agreement with William C. Phillips of 559 Columbia Avenue, Millville, New Jersey whereunder the City made Revenue Allocation District loans to said owner; and

WHEREAS, a lead program loan was memorialized in a Note and secured by a Second Mortgage in favor of the City in the amount of \$2,875 dated October 28, 2008 and recorded by Cumberland County Clerk's Office; and

WHEREAS, a construction loan was memorialized in a Note and secured by a Second Mortgage in favor of the City in the amount of \$11,600 dated July 27, 2010 and recorded by Cumberland County Clerk's Office; and

WHEREAS, the borrower, William C. Phillips, is desirous of refinancing his existing First Mortgage, but is not obtaining cash out or otherwise increasing the outstanding amount due on the associated Note; and

WHEREAS, said borrower has requested that the City of Millville execute a Subordination Agreement to allow the refinancing of the existing First Mortgage.

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

1. The Subordination Agreement with Quicken Loan pertaining to 559 Columbia Avenue, Block 353, Lot 19 in the City of Millville is hereby approved
2. The Mayor and City Clerk are hereby authorized to execute the agreement.

Moved By: _____

Seconded By: _____

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

CERTIFICATION

I 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

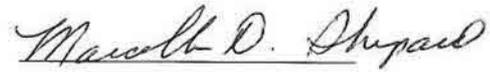
CERTIFICATION AS TO AVAILABILITY OF FUNDS

The undersigned does hereby certify as of June 7, 2016 the balance in the City of Millville appropriation account entitled, as follows:

1. Water Distribution Miscellaneous #6-05-55-500-200-398 \$ 199.04

Further there is hereby certified that there are adequate funds available for the proposed settlement of the City of Millville to William McCafferty.

Dated: 06/07/16



Marcella D. Shepard
Chief Financial Officer
City of Millville

CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY

RESOLUTION NO.

WHEREAS, a City employee, William McCafferty, filed a grievance; and

WHEREAS, said employee is willing to settle the grievance in return for the sum of \$199.04; and

WHEREAS, the Board of Commissioners finds that resolving a legal issue for such a relatively small amount of money without the need for further legal expenses is in the best interests of the City.

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

1. That a settlement of the Step Two grievance filed by William McCafferty for the sum \$199.04 is hereby approved.
2. The Commissioner of Public Works and City Clerk are hereby authorized to execute the grievance form document to effectuate the settlement.

Moved By: _____

Seconded By: _____

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY

RESOLUTION NO.

WHEREAS, the Board of Commissioners of the City of Millville (hereinafter Municipality) desires to retain **MERTZ CORPORATION d/b/a NAI MERTZ** (hereinafter Consultant) as an exclusive listing agent to sell certain Municipality owned property in the Millville Industrial Park known as Block 136, Lot 1 and Block 125.03, Lot 11 and consisting of approximately 300 acres; and

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

WHEREAS, the anticipated term of this contract is one year commencing on June 15, 2016; and

WHEREAS, the Professional Services Contract calls for the Consultant to be paid a flat 10% commission out of the proceeds of sale therefore no certification of the availability of funds by the Chief Financial Officer is necessary.

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

1. The Professional Services Contract between the Municipality and the Consultant is hereby approved with Consultant to be paid a commission equal to 10% of the sales price.
2. The Mayor and City Clerk are hereby authorized to execute the agreement.

Moved By: _____

Seconded By: _____

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made this ____ day of June, 2016 by and between the City of Millville, a Municipal Corporation of the State of New Jersey, P. O. Box 609, Millville, New Jersey, hereinafter referred to as called "Municipality", and **MERTZ CORPORATION d/b/a NAI MERTZ**, 21 Roland Avenue, Mt. Laurel, New Jersey 08054, hereinafter referred to as Consultant.

ARTICLE 1. PURPOSE OF AGREEMENT

The Municipality desires to engage a commercial real estate agency to exclusively list for sale certain property owned by the Municipality known as **MERTZ CORPORATION d/b/a NAI MERTZ**.

ARTICLE II. SCOPE OF SERVICES

The Consultant shall provide services set forth in the attached exclusive Right to Sell Agreement which is fully incorporated herein by reference thereto as Attachment D.

ARTICLE III. MUNICIPAL RESPONSIBILITY

The Municipality, through its employees, shall cooperate with the Consultant and provide any information available to it which will assist the Consultant in the performance of the Scope of Services including available data, background information.

ARTICLE IV. CONSIDERATION AND METHOD OF PAYMENT

Consultant shall be paid pursuant to the terms and conditions set forth in the Exclusive Right to Sell Agreement attached hereto as Attachment D.

Billing shall be made by Voucher only with itemized invoice attached. Vouchers

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

ARTICLE V. AFFIRMATIVE ACTION

Attachment A containing the Affirmative Action requirements is incorporated herein.

ARTICLE VI. AMERICANS WITH DISABILITIES ACT

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

ARTICLE VII. FAIR AND OPEN CONTRACT

This contract has been awarded to the Consultant under a Fair and Open process pursuant to Millville City Code § 2-64.3.

ARTICLE VII. GENERAL PROVISIONS

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

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

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

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

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

6. **DURATION OF CONTRACT.** The duration of this Contract shall be for the period of one year beginning June 15, 2016.

7. INDEMNIFICATION.

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

8. INSURANCE

A. Notwithstanding the indemnification and defense obligations of the Consultant, Consultant shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or be caused or alleged to have been caused in any manner from Consultant's

performance and furnishing of the Work and Consultant's other obligations under the Contract Documents, whether it is to be performed or furnished by Consultant, by any SubConsultant, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

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

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

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

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

CITY OF MILLVILLE

By: _____
Michael Santiago, Mayor

ATTEST:

Susan G. Robostello, City Clerk

WITNESS:

MERTZ CORPORATION d/b/a
NAI MERTZ

By: _____
Barry P. Mertz, SIOR, CEO

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.



Commercial Real Estate Services, Worldwide.

tel 856 234 9600
fax 856 234 4957
www.naimertz.com
21 Roland Avenue
Mt. Laurel, NJ 08054

MERTZ CORPORATION d/b/a NAI MERTZ
21 Roland Avenue
Mt. Laurel, NJ 08054-1096

RE: Exclusive Right to Sell Agreement
(address)

We, _____, the owners ("Owner") of the above-referenced Premises, hereby grant to you, NAI Mertz, ("Broker") the exclusive right to sell the above-referenced Premises, subject to the following provisions:

1. TERMS AND PRICES

In consideration of Broker's promise to list for sale and endeavor to secure a purchaser for Owner's Premises located at _____, (the "Premises") for a sale price of _____ (\$ _____), or at such other price and on such terms as may be acceptable to Owner, Owner hereby grants to Broker the sole and exclusive right to sell the Premises during the term (as hereinafter defined) of this Agreement. The term ("Term") of this Agreement shall commence upon full execution and will expire at 11:59 PM one (1) year thereafter.

2. COMMISSION

Owner agrees that upon a sale (or exchange) of the Premises, or any portion of the Premises, at any time during the Term, Broker shall have and is hereby given the exclusive right to negotiate such sale (or exchange), and regardless of who may negotiate the same, Owner shall pay to Broker a commission of ten percent (10%) of the gross sale price (or of the market value of the consideration received by the Owner in an exchange) of the Premises ("Sales Commission") whether the buyer be any entity including a governmental authority by negotiation or condemnation. For purposes of this paragraph, if the Premises constitute substantially all the assets of a corporation or other entity, a sale or exchange of the stock or other interest in such corporation or entity shall be deemed a "sale or exchange of the Premises" under this Agreement. The sales commission shall be earned, due and payable upon closing of title to the Premises, as long as the Agreement of Sale was executed during the Term.

For purposes of this Agreement, "Buyer" shall include any individual or entity introduced to the Premises during the Term who enters into a sale or exchange of the Premises, including (i) any of Buyer's parent, subsidiary or sister corporations and any other corporation ("Affiliated Corporation") which is controlled by any principals ("Controlling Person") having a controlling interest in Buyer, whether individually or as a group (ii) any partnership, joint venture, or trust in which Buyer, an affiliated Corporation or any Controlling Person has a controlling interest and (iii) heirs, executors, administrators, successors and assigns of Buyer.

3. OWNER AFFILIATES

For purposes of this Agreement, "Owner" shall be deemed to include (a) any of Owner's parent, subsidiary or sister corporations and any other corporation ("Affiliated Corporation") which is controlled by any principals ("Controlling Person") having a controlling interest in Owner, whether individually or as a group (b) any partnership, joint venture, or trust in which Owner, an Affiliated Corporation or any Controlling Person has a controlling interest and (c) heirs, executors, administrators, successors and assigns of Owner.



_____ Owner Initials

_____ Broker Initials

4. TENANT AFFILIATES

For purposes of this Agreement, Tenant shall include (i) any of Tenant's parent, subsidiary or sister corporations and any other corporation ("Affiliated Corporation") which is controlled by any principals ("Controlling Person") having a controlling interest in Tenant, whether individually or as a group; (ii) any partnership, joint venture, or trust in which Tenant, an affiliated Corporation or any Controlling Person has a controlling interest and; (iii) heirs, executors, administrators, successors and assigns of Tenant.

5. DEFAULT

Owner agrees to pay to Broker the Sales Commission at settlement by Title Company funds, cash or federal wire transfer. In the event, however, the buyer defaults in buyer's obligations to purchase the Premises so that settlement does not occur, Owner shall pay to Broker fifty percent (50%) of all monies collected by Owner, including any deposit funds retained by Owner and/or funds representing liquidated damages, which sum shall not exceed the Sales Commission. In the event Owner defaults in Owner's obligations to sell the Premises so that settlement does not occur, Broker shall nonetheless be entitled to the full Sales Commission.

6. LEASING COMMISSION

(a) Even though it is not intent of the Owner to lease the Premises or any part of the Premises or to construct or have improvements constructed on the Premises, should a lease be entered into between Owner and another party or entity ("Tenant") for the Premises and/or improvements on the Premises during the term of this Agreement, then Owner shall pay to Broker a leasing commission of ten percent (10%) of gross rents to be paid to Owner under the Lease ("Leasing Commission"). The Leasing Commission shall be earned, due and payable upon execution of the Lease by both Owner and the Tenant and the payment of the first month's rent under the Lease. Owner agrees to insert a paragraph in the lease stating that Mertz Corporation is the Broker of record pertaining to the lease. For the purpose of calculating Leasing Commissions, the first year shall commence after the expiration of all free rent or rent abatement periods.

(b) In the event a Tenant procured by Broker continues its tenancy at the Premises after the expiration of the original term ("Original Term") of the Lease, whether pursuant to a renewal, extension, renegotiation of any kind or new lease agreement for the Premises, ("Extended Term"), Owner shall pay to Broker a commission which shall be calculated on the basis of the commission rate set forth in subparagraph (a) of this paragraph 6, and as though the Extended Term had been a part of the Original Term up to the total term of the Tenant's right to possession. In addition, if during the Original Term or Extended Term, the Tenant leases additional space at the Premises from the Owner, Owner shall pay to Broker a commission in the amount of ten percent (10%) of the gross rents to be paid to Owner under the renewal, extension, renegotiation or new lease agreement providing for such additional space. Commissions for any Extended Term and/or for additional space rented at the Premises shall be earned, due and payable upon execution of the renewal, extension, renegotiation, expansion or new lease agreement (as the case may be) by both Owner and the Tenant and the payment of the first month's rent pursuant to such arrangement.

(c) In the event Owner sells (or exchanges) the Premises or any portion of the Premises to a Tenant ("Tenant") procured by Broker, Owner shall pay to Broker a sales commission of ten percent (10%) of the gross sale price or of the market value of the consideration received by the Owner in such exchange of the Premises. For purposes of this Agreement, "Tenant" shall include (i) any of Tenant's parent, subsidiary or sister corporations and any other corporation ("Affiliated Corporation") which is controlled by any principals ("Controlling Person") having a controlling interest in Tenant, whether individually or as a group (ii) any partnership, joint venture, or trust in which Tenant, an affiliated Corporation or any Controlling Person has a controlling interest and (iii) heirs, executors, administrators, successors and assigns of Tenant.



_____ Owner Initials

_____ Broker Initials

7. SALE OF IMPROVEMENTS ON THE PREMISES

In the event Owner sells improvements that have been constructed on the Premises, Owner shall pay to Broker a commission of five percent (5%) of the sale price of such improvements.

8. SALE OR LEASE AFTER TERMINATION

(a) In the event any person, corporation, partnership or other entity who, during the Term, has been shown the Premises or has made an offer to purchase or lease the Premises or any improvements to be constructed on the Premises, enters into a contract to purchase or lease the Premises or any improvements to be constructed on the Premises, ("Prospective Purchaser or Tenant") within ____ () months of the expiration of the Term, Owner shall pay to Broker the Sales Commission or Leasing Commission, as the case may be.

(b) If Owner does not enter into an exclusive listing agreement with another broker after the expiration of this Agreement, and permits Broker to continue to bring new prospects to the Premises, should a contract to purchase or lease be entered into by the Owner and new Prospect within one (1) year of the Prospects' being shown the Premises, Owner agrees to pay to Broker a Commission as per Paragraphs 2 and 6 of this Agreement.

9. ACCELERATION:

If, at any time during the term of the Lease (including the Original Term and any Extension Term), Owner fails to promptly pay in full when due all obligations as they accrue hereunder to Broker for Leasing Commission, all remaining unpaid payments due and payable hereunder shall accelerate and become due and payable immediately without further notice or demand, as if by the terms of this Agreement said balance were on that date payable in advance. All such accelerated sums shall be recoverable by Broker forthwith, or at any time or times thereafter as Broker elects, and Owner shall pay to Broker, and Broker shall be entitled to collect from Owner, all costs and expenses incurred by Broker in connection with Broker's efforts to collect such payment(s), including but not limited to attorney's fees and court costs.

10. FINANCIAL CONDITION OF PURCHASER/LESSEE

Owner represents and covenants that Owner shall make its own investigation of the financial condition of all prospective purchasers and lessees of the Premises and Owner does not rely on any representations of Broker as to any aspect of Purchaser's or Tenant's creditworthiness. Although Owner agrees to pay to Broker all Sales Commissions due to Broker out of the proceeds of settlement upon the sale or exchange of the Premises, Broker's right to a Sales Commission under this Agreement shall not be conditioned upon the payment of any funds to Owner under any purchase money mortgage, or otherwise. Similarly, Broker's right to any Leasing Commission under this Agreement shall not be conditioned upon the performance of any Tenant under any lease.

11. ADVERTISING

Owner agrees to pay upon Broker's request up to but not in excess of -0- Dollars (\$0) for promotional and advertising expenses.

12. SIGNAGE, COOPERATION AND INTERNET

Broker is authorized to place a "For Sale" sign upon the Premises and it is agreed that no other sign will be displayed during the Term. Owner agrees to assist and fully cooperate in the sale or lease of the Premises and grants Broker the right to advertise the Premises on the internet. Broker is hereby authorized by Owner to publicize any transaction that arises out of this Agreement or Broker's representation of Owner.

13. CONDITION OF PREMISES

(a) Owner acknowledges and agrees that the Broker, a licensed real estate broker, is not an expert in construction, engineering, environmental or legal matters, nor is being asked to, nor will, make any representations or warranties respecting the condition, including but not limited to the environmental condition or suitability of the Premises;



(b) Owner agrees to disclose in writing to Broker and to prospective buyers and/or Tenants any and all information which the Owner has regarding the condition of the Premises, including but not limited to the presence of asbestos, radon, PCB transformers, other toxic, hazardous or contaminating substances and underground storage tanks, in, on, under or migrating from or to the Premises;

(c) Owner agrees to indemnify, defend and hold the Broker harmless from and against any and all claims, demands or liability, including liability for attorney's fees and court costs made against Broker arising from or related to: (1) the failure of Owner to make a full, complete and accurate disclosure to Broker and to prospective buyers and/or Tenants arising from or related to the condition or suitability of the Premises; (2) the condition of the Premises or the existence, use or discharge on the Premises of any toxic or hazardous substances; (3) any building, safety, environmental protection, zoning, environmental law, or other law, regulation, rule or other legal requirement affecting the Premises; (4) any disputes or litigation arising between Owner and any prospective or actual Tenant or purchaser of the Premises, and (5) any injury or loss suffered by a prospective purchaser or Tenant while being shown the Premises by the Broker or its agents. The provisions of this paragraph shall survive the termination of this Agreement.

14. OWNER WARRANTY AND REFERRALS

(a) Owner represents and warrants to Broker that Owner holds good and marketable title to the Premises that all mortgages encumbering the Premises are in good standing and Owner has the ability to convey good and marketable title and to convey a leasehold interest in the Premises, as contemplated by this Agreement.

(b) Owner shall promptly refer to Broker, in writing, all prospects who have expressed an interest in leasing or purchasing the Premises.

15. AUTHORIZATION OF OWNER

Owner represents and warrants that all corporate actions required to be taken (if Owner is a corporation) have been duly taken and that the persons executing this Agreement on behalf of Owner are duly authorized to execute this Agreement on behalf of and bind Owner.

16. LEGAL FEES AND INTEREST

(a) In the event Broker does not receive commissions due under this Agreement, Owner shall be responsible for all reasonable legal fees and related expenses incurred by Broker in collection of such commissions.

(b) Interest shall accrue and be due and owing on all monies owed pursuant to this Agreement from the due date to the date payment has been received by Broker at an annual rate equal to ten percent (10%).

17. DISCLOSED DUAL AGENCY

Owner acknowledges that Broker shall have the right to represent prospective purchasers or lessees as well as the Owner, and consents to such dual representation.

18. COOPERATION

Owner agrees that the Broker may work with other brokers/sub-Brokers to secure a purchaser/Tenant for the Premises. Owner reserves the right to reject any additional commissions.

19. COMPENSATION TO COOPERATING BROKER

In the event a purchaser/Tenant is procured by another broker other than Broker, Broker reserves the right to negotiate any and all commissions sought by the cooperating broker, whether the transaction is a sale or lease.

20. EXTENT OF CONTRACT

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors, successors in title and assigns of the parties hereto. Upon execution of an Agreement of Sale this Agreement and all rights and obligations hereunder shall be automatically extended through the date of actual settlement or closing.

21. GOVERNING LAW

This Agreement shall be construed according to the laws of New Jersey.

22. VALIDITY OF SIGNATURES

This Agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

The parties agree that return of this Agreement and any addenda and amendments, including return by electronic transmission, bearing the signature of all parties, constitutes acceptance by the parties.

23. NEW JERSEY LAW

The following is required by the New Jersey Real Estate Commission:

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSIONS TO THE FIRM THAT PRODUCES A BUYER OR A TENANT. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT."

SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING OR LEASING PRICE LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS OR TENANTS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING THE BROKER IS OFFERING COMMISSIONS SPLITS OF 50%.

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HER SUPERVISING BROKER.

BY SIGNING THIS AGREEMENT OWNER ACKNOWLEDGES HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

24. ENTIRE CONTRACT

This Agreement contains the entire contract between the parties and there are no related oral agreements or representations.

NAI Mertz

_____ Owner Initials

_____ Broker Initials

25. NOTICES

All notices which may be required or desired to be given by either party hereto shall be given in writing and may be sent electronically, by courier or United States Postal Service to the other party as follows:

A. To the Owner:

B. To the Broker:

NAI MERTZ
21 Roland Avenue
Mt. Laurel, NJ 08054
Attn:

26. PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance will to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby and each term, covenant and condition of this Agreement will be valid and enforced to the fullest extent permitted by law.

27. Owner hereby acknowledges receipt of a fully executed copy of this Agreement.

OWNERS:

BROKER: MERTZ CORPORATION d/b/a
NAI MERTZ

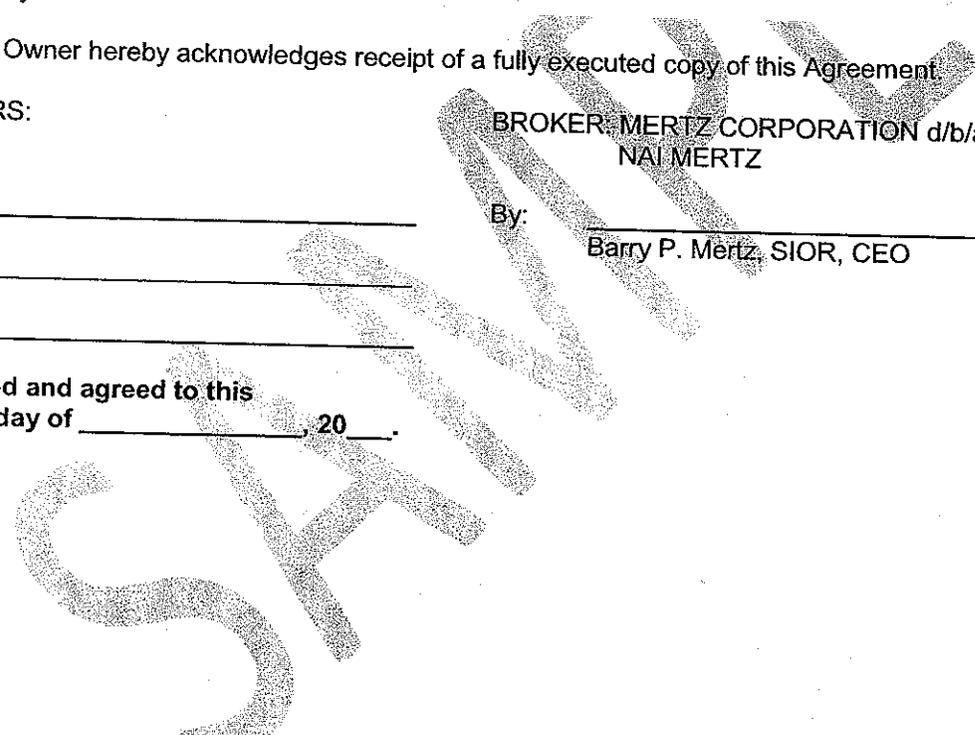
By: _____

By: _____
Barry P. Mertz, SIOR, CEO

Print: _____

Title: _____

Accepted and agreed to this
_____ day of _____, 20__.



WATER/SEWER TERMINATION NOTICE

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

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

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

WHEREAS, a hearing is to be held before the Public Works Committee on Tuesday, May 31, 2016, regarding the termination of water/sewer service as a result of the failure to comply with the Utility Ordinance for the following customers of the Water/Sewer Utility, and the Board of Commissioners finds that all procedural due process requirements required by the Ordinance were satisfied, and that the following customers of the Water/Sewer Utility are not in compliance with said Ordinance.

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

1) That the Water/Sewer Utility shall **TERMINATE** the water/sewer service to the following customers at the property locations listed effective **June 27, 2016**:

Acct	Property Location	Amt. Due
4451-0	2126 WHEATON AVE	210.00
4468-0	30 CALORIS AVE	160.72
4566-0	1208 ROBIN RD	243.69
4628-0	1225 STARLING ST	300.00
4642-0	1316 CANAL ST	55.21
4664-0	719 GLENSIDE RD	210.00
4666-0	715 GLENSIDE RD	210.00
4819-0	11 OAKDALE DR	270.00
4821-0	15 OAKDALE DR	248.32
4890-0	1213 FOREST DR	139.20
4891-0	1211 FOREST DR	203.87
4933-0	1108 WHEATON AVE	210.00
5131-0	9 KEMBLE AVE	210.00
5157-0	412 FOUNDRY ST W	240.35
5192-0	1014 ARCHER ST	227.50
5241-0	106 ARNOLD DR	210.00
5242-0	108 ARNOLD DR	213.50
5249-0	122 ARNOLD DR	209.39
5267-0	1009 DOCK ST	123.65
5275-0	16 FOUNDRY ST W	387.50
5280-0	1010 BUCK ST	210.16
5298-0	14 FOUNDRY ST E	205.30
5331-0	918 NORTH ST	217.24
5354-0	908 ARCHER ST	179.67
5370-0	117 FOUNDRY ST W	227.50
5460-0	809 2ND ST N	518.00
5465-0	209 E ST	107.72
5497-0	623 2ND ST N	370.00
5499-0	627-629 2ND ST N	443.30
5536-0	6 GREEN ST E	209.84
5551-0	4 GREEN ST W	160.00
5558-0	24 GREEN ST W	228.77
5589-0	806 ARCHER ST	210.00
5595-0	236 GREEN ST W	56.53
5610-0	300 GREEN ST W	210.00
5630-0	803 COLUMBIA AVE	227.50
5637-0	401-403 MCNEAL ST W	530.00

5666-0	315 GREEN ST W	223.59
5673-0	128 DEPOT ST W	52.37
5694-0	717 DOCK ST	209.92
5700-0	3 GREEN ST W	224.00
5704-0	714 HIGH ST N	370.00
5712-0	701 BUCK ST	285.92
5720-0	11 GREEN ST E	220.40
5732-0	641 BUCK ST	202.88
5737-0	17 POWELL ST E	224.72
5750-0	108 BROAD ST W	157.41
5757-2	603-605 CHURCH ST	346.50
5762-0	615 CHURCH ST	220.50
5809-0	925 3RD ST N	210.00
5830-0	911 3RD ST N	262.50
5834-0	905 4TH ST N	465.50
5849-0	900 5TH ST N	334.50
5851-0	402-404 F ST	245.00
5859-0	509 G ST	213.50
5864-0	510 F ST	27.37
5877-0	901 6TH ST N	308.00
5887-0	908 8TH ST N	66.09
5944-0	700 E ST	210.00
5961-0	607 F ST	45.77
5963-0	611 F ST	210.00
5969-0	604 E ST	208.05
5974-0	803 5TH ST N	276.17
5987-0	510 E ST	174.31
6000-0	403 F ST	209.26
6001-0	816 5TH ST N	212.66
6010-0	408 E ST	25.00
6028-0	721 3RD ST N	1,637.50
6038-1	317-319 E ST	323.16
6067-0	703 4TH ST N	262.50
6095-0	704 10TH ST N	239.86
6099-0	709 9TH ST N	220.50
6153-0	413 D ST	115.07
6154-0	409 D ST	378.32
6156-0	621 4TH ST N	144.89
6168-0	322 BROAD ST E	265.59
6178-0	333 D ST	210.00
6191-0	613 3RD ST N	209.74
6216-0	916 BARBARA TERR	210.00
6272-0	919 HILL LN	386.29
6273-0	924 PINEVIEW TERR	266.00
6274-0	926 PINEVIEW TERR	283.50
6295-0	1201 HANCE BRIDGE RD	104.08
6365-0	502 SHARP ST N	210.00
6373-0	524 SHARP ST N	220.50
6374-0	526 SHARP ST N	252.00
6375-0	528 SHARP ST N	210.00
6384-0	519 SHARP ST N	207.41
6387-0	513 SHARP ST N	245.00
6406-0	570 COLUMBIA AVE	217.00
6420-0	534 COLUMBIA AVE	385.00
6445-0	549 COLUMBIA AVE	210.00
6448-0	559 COLUMBIA AVE	74.55
6485-0	8 OAK ST W	45.24
6548-0	530 2ND ST N	238.00
6551-0	516 2ND ST N	567.32
6591-0	519 2ND ST N	111.05
6645-0	8 VINE ST E	210.00
6667-0	411 DOCK ST	234.48
6679-0	124 MULBERRY ST	210.00
6704-0	301 2ND ST N	285.53
6719-0	310 OAK ST E	209.72
6721-0	306 OAK ST E	370.95
6729-0	533 3RD ST N	238.00
6747-0	405 BROAD ST E	370.00
6748-0	407 BROAD ST E	234.50
6751-0	413-415 BROAD ST E	337.03

6755-0	530 5TH ST N	223.53
6767-0	503 4TH ST N	238.00
6781-0	521 BROAD ST E	173.03
6786-0	520 6TH ST N	208.29
6866-0	320 VINE ST E	155.00
7099-0	515 10TH ST N	294.00
7105-0	501 10TH ST N	171.85
7137-0	402 10TH ST N	210.00
7146-0	412 9TH ST N	250.37
7147-0	410 9TH ST N	235.02
7156-0	701 OAK ST E	308.55
7159-0	715 OAK ST E	283.50
7160-0	722 VINE ST E	360.50
7162-0	712 VINE ST E	65.48
7168-0	603 OAK ST E	55.58
7179-0	620 VINE ST E	209.29
7198-0	523 6TH ST N	170.50
7202-0	511 6TH ST N	315.00
7211-0	703 BROAD ST E	210.00
7215-0	715 BROAD ST E	223.00
7228-0	515 7TH ST N	208.47
7231-0	523 7TH ST N	91.88
7234-0	805 BROAD ST E	183.01
7245-0	500 9TH ST N	157.00
7279-0	1199 BROAD ST E	58.50
10181-1	204-206 FOUNDRY ST W	210.00
10181-2	204-206 FOUNDRY ST W	210.00
10265-1	905-907 3RD ST N	219.75
10265-2	905-907 3RD ST N	266.00
10347-1	529-531 5TH ST N	370.00
10347-2	529-531 5TH ST N	370.00
10375-1	308-310 D ST	210.00
10375-2	308-310 D ST	308.00
10533-1	108-110 OAK ST E	210.00
10533-2	108-110 OAK ST E	231.00
10542-2	18 MCNEAL ST E	307.30
10640-2	502 HIGH ST N	210.00
11655-0	1913 EDGEWOOD AVE	269.96
11879-0	2049 EASY ST	209.64
11890-0	2032 MILLER AVE	242.25
11920-0	914 BARBARA TERR	240.00
11943-0	2048 MILLER AVE	322.00
11962-0	2037 EASY ST	204.07
12018-0	2028 EASY ST	359.75
12167-0	904 DOCK ST	224.35
12179-0	2036 EASY ST	297.50
12303-0	1509 G ST	212.99
12460-0	600 DOVE DR	220.50
4910-0	1306 HIGH ST N	210.00
5315-0	1007 HIGH ST N	319.41
5426-0	902 HIGH ST N	210.00
5808-0	923 3RD ST N	210.00
6148-0	424 BROAD ST E	203.45
6538-1	531-533 HIGH ST N	231.00
6538-2	531-533 HIGH ST N	370.00
6539-0	545 HIGH ST N	1,279.05
10528-1	2 BROAD ST E	210.00
10528-2	2 BROAD ST E	210.00
10622-1	1600 HIGH ST N	210.00
10622-2	1600 HIGH ST N	145.00
10676-1	221 BROAD ST E	270.00
10733-1	GLASSTOWN RD	48.90
10989-2	224-226 BROAD ST E	435.00
12601-0	826 COLUMBIA AVE	690.00

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

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

Moved By: _____

Seconded By: _____

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

CERTIFICATION

I certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners, of the City of Millville, in the County of Cumberland, at a meeting thereof held on June 7, 2016.

Susan G. Robostello, City Clerk

RESOLUTION NO. _____

WHEREAS, Chapter II, Article III 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 99 Lot 22 10 Park Ave (Board & Secure date 5-10-16)	43.00
Administrative Fee	250.00
Block 473 Lot 9 324 S 4 th St (Board & Secure date 5-06-16)	322.50
Administrative Fee	250.00
Block 306 Lot 16 709 Dock St (Board and Secure date 5-13-16)	129.00
Administrative Fee	500.00

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 June 7, 2016.

Susan G. Robostello, City Clerk

RESOLUTION NO. _____

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

WHEREAS, a Notice of Violation was served on the property owners of the properties listed below, and they failed to correct the condition set forth in the Notice of Violation within the time specified; and

WHEREAS, the Code Official authorized 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 assessment of a lien 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.

CUT & CLEAN:

Block 279 Lot 9 1009 Dock Street (Clean Up date 5/11/16 & 5/12/16)	390.00
Administrative Fee	250.00
 Block 128.04 Lot 23 1 Tomasello Drive (Clean Up date 5/16/16 & 5/17/16)	390.00
Administrative Fee	250.00
 Block 424 Lot 4 415 Mulberry Street (Clean Up date 5/25/16)	240.00
Administrative Fee	250.00
 Block 120 Lot 4 9 Cedar Street (Clean Up date 5/26/16)	240.00
Administrative Fee	250.00
 Block 493 Lot 11 1807 Circle Drive (Clean Up date 5/27/16)	120.00
Administrative Fee	250.00
 Block 129 Lot 26 41 Dorset Ave (Clean Up date 5/27/16)	120.00
Administrative Fee	500.00

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 _____.

Susan G. Robostello, City Clerk

RESOLUTION _____

WHEREAS, Certificate of Sale 16-00161 was issued to the T&M Professional Services Corp. for delinquent special assessments assessed on Block 472 Lot 15, known as 335 S 4th Street, assessed to NRZ REO IV Corp, at a tax sale held on May 11, 2016; and

WHEREAS, payment was received prior to sale;

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

1. That the Tax Collector is hereby authorized to cancel Certificate of Sale #16-00161.
2. Monies paid by T&M Professional Services Corp., for Certificate of Sale #16-00161 will be refunded with legal interest.

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 _____.

Susan G. Robostello, City Clerk

RESOLUTION _____

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

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
107	6		213 Howard St.	16	2	\$ 495.38		TAX
128	28		1101 Surrey Ave	16	2	\$ 906.99		TAX
255	6		37 N Sharp St.	16	1	\$ 1,171.20		TAX
316	7	5839-0	915 N 4th St.	Ovr	Pay	\$ 50.00		WATER
386	17		608 Pine St.	16	2	\$ 494.81		TAX
				16	3	\$ 0.19		TAX
474	13		201 S 3rd St.	16	2	\$ 948.07		TAX

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
228	10		101 Bluebird Ln	14	4	\$ 37,271.73		TAX
				15	4	\$ 41,905.33		TAX
				12	4	\$ 15,703.22		TAX
				13	4	\$ 36,801.85		TAX
				14	4	\$ 18,869.65		TAX
257	3		1209 N High St.	14	4	\$ 5,842.68		TAX
				15	4	\$ 9,053.82		TAX

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
21	3		2053 Carmel Rd.	16	3	\$ 100.00		TAX
21	3.03		2045 Carmel Rd.	16	2	\$ (100.00)		TAX
401	37	11528-0	1739 Coventry Ct.	Ovr	Pav	\$ 25.00		WATER
				16	2	\$ (25.00)		SEWER
401	35	7325-0	1735 Coventry Ct.	Ovr	Pav	\$ 5.00		WATER
				16	2	\$ (5.00)		SEWER
402	4.01	11778-0	532 Manor Ave.	Ovr	Pav	\$ 5.00		SEWER
				16	2	\$ (5.00)		WATER
402.02	1	11835-0	512 Kimberly Dr.	Ovr	Pav	\$ 100.00		WATER
				16	2	\$ (100.00)		SEWER
413	14	11219-0	227 N 2nd St.	Ovr	Pav	\$ 28.50		SEWER
				16	2	\$ (28.50)		WATER
445	10	7961-0	4 N 11th St.	Ovr	Pav	\$ 30.00		SEWER
				16	2	\$ (30.00)		WATER
472	1	8286-0	302 S 5th St.	Ovr	Pav	\$ 10.69		WATER
				16	1	\$ (0.69)		SEWER
				16	2	\$ (10.00)		SEWER
477	10	8408-0	214 Smith St.	Ovr	Pav	\$ 5.00		WATER
				16	2	\$ (5.00)		SEWER
479	13	8474-0	331 S 2nd St.	Ovr	Pav	\$ 58.75		WATER
				Ovr	Pav	\$ 216.25		SEWER
				16	1	\$ (169.95)	\$ (0.11)	TAX
				16	2	\$ (104.73)	\$ (0.21)	TAX
495	35	8670-0	108 Burns Rd.	15	2	\$ 11.50		WATER
				15	3	\$ 66.50		WATER
				16	2	\$ (78.00)		WATER
508	13	8868-0	2438 E. Main St.	Ovr	Pav	\$ 102.90		WATER
				16	2	\$ (102.90)		SEWER
520	3	9142-0	2209 Buttonwood Ln	Ovr	Pav	\$ 3.00		WATER
				16	2	\$ (3.00)		SEWER
536	6	9397-0	707 Shar Lane Blvd	Ovr	Pav	\$ 15.00		WATER
				16	2	\$ (15.00)		SEWER
				Ovr	Pav	\$ 50.00		SEWER
				16	2	\$ (50.00)		SEWER
547	13		400 Stratton Ave.	16	3	\$ 10.44		TAX
				16	2	\$ (10.44)		WATER
562.05	8	12047-0	602 Pinebrook Tr	Ovr	Pav	\$ 5.81		SEWER
				16	2	\$ (5.81)		WATER
573	3		312 Orange St.	16	2	\$ 1,098.74		TAX
	2			16	1	\$ (1,098.74)		TAX

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
109	8	2631-0	512 W. Race St.	16	2		\$ 0.34	WATER
				16	1	\$ 111.00	\$ 3.50	WATER
				16	2		\$ 1.47	SEWER
				16	1	\$ 155.00	\$ 4.89	SEWER
415	5		111 Pine St.	16	2	\$ 421.28	\$ 0.94	TAX
548	1	9614-0	304 Menantico Ave.	16	1	\$ 30.00	\$ 0.40	WATER
				16	1	\$ 129.83	\$ 1.73	SEWER
566	4		1102 Robin Terr	16	2	\$ 1,601.58		TAX
				16	3	\$ 18.07		TAX

That the following be added to the Utility records due to Billing Error

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
576	10	9933-0	1501 S Wade Blvd.	15	2	\$ 130.00		SEWER
				15	3	\$ 130.00		SEWER
				16	1	\$ 130.00		SEWER
				16	2	\$ 130.00		SEWER

That the following be canceled from the Utility records due to turn off

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
403	6	11629-0	2203 E Broad St.	16	1	\$ (30.00)		WATER

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
233	7	12632-0	1801 N 2nd St.	16	2	(5.00)		WATER

That the following corrections were made by reversal to Tax & Utilities

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
270	7	5121-0	709 Overbrook Ave.	16	3	236.00		TAX
				16	1	(130.00)	\$ (2.83)	SEWER
				16	2	(0.99)		SEWER
				16	1	(100.00)	\$ (2.18)	WATER
308	12	5734-0	645 Buck St.	16	2	159.16		TAX
				16	1	(30.00)	\$ (0.47)	WATER
				15	4	(1.53)	\$ (0.04)	SEWER
				16	1	(125.10)	\$ (2.02)	SEWER
277	12	5230-0	3 Morningside Dr.	16	2	30.00	\$ 0.52	WATER
				16	2	128.62	\$ 2.25	SEWER
277	11	5229-0	5 Morningside Dr.	16	2	(30.00)		WATER
				16	2	(130.00)		SEWER
				Ovr	Pay	(1.39)		SEWER

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

CERTIFICATION

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

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: 06/07/16
Resolution Number: A

Vendor: 69635 ROUX ASSOCIATES INC.
402 HERON DRIVE
LOGAN TOWNSHIP, NJ 08085

Contract: 16-00039 Polychlorinated Biphenyl (PCB)
Pollutant Minimization Plan
(PMP)

Account Number	Amount	Department Description
6-07-55-500-000-228	5,500.00	SEWER OPERATIONS
Total	5,500.00	

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. R -2016

WHEREAS, **Roux Associates, Inc.** has submitted a proposal dated May 25, 2016 for annual report preparation for Millville's Polychlorinated Biphenyl Pollutant Minimization Plan provided for a contract price of \$5,500.00 with a duration of one (1) year; and

WHEREAS, this Professional Services Contract has been awarded on a non-fair and open basis pursuant to Millville City Code § 2-64.3; and

WHEREAS, the CFO has issued a certification of the availability of funds.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Millville, County of Cumberland and State of New Jersey that the Professional Services Contract with Consultant is approved for an amount not to exceed \$5,500.00 and the Mayor is hereby authorized to execute said Contract and the City Clerk to attest it.

Moved By: _____

Seconded By: _____

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

**CITY OF MILLVILLE
PROFESSIONAL SERVICES CONTRACT**

This Agreement (hereinafter "Agreement") entered into as of _____, 2016 (the "Effective Date"), between the **City of Millville**, Cumberland County, a municipal subdivision of the State of New Jersey (hereinafter "Municipality"), and **Roux Associates, Inc.** (hereinafter "Contractor"), for certain environmental consulting and general compliance support services.

WHEREAS, Contractor has for the past four (4) years been providing services to the Municipality with regard to State of New Jersey Title V Operating Permit Compliance Support Services for the City of Millville landfill.

WHEREAS, Contractor has submitted a proposal dated May 25, 2016 (a copy of which annexed hereto as Attachment "D") for the preparation of an annual report for the Municipality's Polychlorinated Biphenyl (PCB) pollutant Minimization Plan (PMP).

WHEREAS, the Municipality desires to accept Contractor's contract proposal subject to the stipulations and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein above and hereinafter set forth, the parties hereby agree as follows:

ARTICLE I. TERM OF AGREEMENT, CANCELLATION, TERMINATION UPON DEFAULT.

A. The term of the Agreement shall be one (1) year from the above date.

B. Termination for Default or Breach. This Agreement may be terminated by either party upon the failure of, or breach by, the other party to comply with any provision or requirement of this Agreement, provided that written notice of such failure or breach is given to the defaulting party and such failure or breach is not cured within thirty (30) days from the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

ARTICLE II. SERVICES TO BE PROVIDED BY CONTRACTOR

The Contractor shall provide all services set forth under the "Scope of Work" heading on pages 1 and 2 of its proposal dated 5/25/16.

ARTICLE III. PAYMENT FOR SERVICES

A. Contractor will be paid a consideration of \$5,500.00 for the above referenced services. This cost includes principal engineer review, word processing, project management and production and mailing expenses.

B. The Contractor will be paid based upon vouchers submitted to the Municipality by the Contractor which vouchers may be submitted on a monthly basis provided all services being billed for have already been completed.

ARTICLE IV. AFFIRMATIVE ACTION

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

ARTICLE V. AMERICANS WITH DISABILITIES ACT

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

ARTICLE VI. NON FAIR AND OPEN CONTRACT

Attachment "C" containing Non-Fair and Open Contract Contribution Prohibition Language is incorporated herein.

ARTICLE VII. GENERAL PROVISIONS

1. Indemnification.

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

any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor's Contract.

2. **Insurance.**

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

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

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

3. **Entire Understanding Amendments.** This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate written document, signed by both parties.

4. **Governing Law; Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey. The Contractor agrees that the venue for any and all claims between the parties arising from this Agreement shall be in the federal or state courts in and for Cumberland County, New Jersey.

5. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The parties may sign and deliver this Agreement or any amendment thereto by facsimile transmission or email of a PDF document. Each party agrees that the delivery of the Agreement or any amendment thereto by facsimile or email of a PDF document shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date

For Municipality:

For Contractor:

City of Millville, Cumberland County

Roux Associates, Inc.

Name: _____
Mayor Michael Santiago

Name: _____

Title: _____

ATTACHMENT "A"
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

SUPPLEMENT TO BID SPECIFICATIONS FOR
CONSTRUCTION CONTRACTS

This form is a summary of the successful bidder's 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, the following document as form of evidence:

_____ An Initial Project Workforce Report (Form AA-201) provided by the Division and distributed to the Public Agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-7.

The successful vendor may obtain copies of the Initial Project Worksheet Report (AA-201) from the contracting unit during normal business hours.

The successful vendor must submit the copies of the AA-201 Report to the Division of Contract Compliance and Equal Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the City, and the Vendor copy is retained by the Vendor.

The Contractor shall also submit a Monthly Project Workforce Report (Form AA-202) once a month thereafter for the duration of the Contract.

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 Vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq.

Name of Bidder

By Authorized Representative (Name and Title)

Signature

Date

ATTACHMENT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers

provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the

construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the

apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

ATTACHMENT C

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

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

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

ATTACHMENT "D"

ENVIRONMENTAL CONSULTING & MANAGEMENT
ROUX ASSOCIATES INC



402 Heron Drive
Logan Township, New Jersey 08085 TEL 856-423-8800 FAX 856-241-4670

May 25, 2016

SENT VIA EMAIL

Craig S. Dombrosky
Superintendent of Utilities
City of Millville, New Jersey
101 Ware Avenue
P.O. Box 609
Millville, New Jersey 08332- 0609

Re: Proposal for Annual Report Preparation for Millville's Polychlorinated Biphenyl
Pollutant Minimization Plan

Dear Mr. Dombrosky:

Roux Associates, Inc. (Roux Associates) has prepared this Scope of Work (SOW) and cost estimate for the City of Millville for the preparation of an annual report for the city's Polychlorinated Biphenyl (PCB) Pollutant Minimization Plan (PMP).

Roux Associates' understanding of the project objectives, as well as our proposed SOW, cost, and schedule are discussed below.

Project Objectives

The objective of the proposed work is to prepare the PCB PMP Annual Report required by the City of Millville's New Jersey Pollutant Discharge Elimination System (NJPDDES) permit, NJ0029467. The Annual Report is due on the anniversary date of a PMP completeness determination issued by the New Jersey Department of Environmental Protection (NJDEP) or the Delaware River Basin Commission (DRBC), which was February 28, 2013.

Scope of Work

The proposed SOW includes preparation of the PCB PMP Annual Report for activities and sampling performed in 2016, and includes a site visit and/or telephone calls to discuss the schedule and scope of completed and planned measures to address any known, probable, and potential sources of PCBs.

The PCB PMP Annual Report will follow the outline below, consistent with the guidance document distributed by the Delaware River Basin Commission (DRBC) and the Delaware Estuary Total Maximum Daily Load (TMDL) Coalition:

- PMP Achievement Executive Summary
- Facility and Contact Information
- Revisions to PMP
- Material and Process Modifications
- Measures to Address Known, Probable, and Potential Sources

Mr. Craig S. Dombrosky
May 25, 2016
Page 2

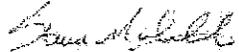
- Incremental and Cumulative Changes from the Baseline Loading
 - Loading Baseline
 - Baseline Loading Reduction – Direct Measurement
 - Baseline Loading Reduction – Other Measure of Progress
- Tabular Summary (of Incremental and Cumulative Changes from the Baseline Loading)
- References

Cost/Schedule

The estimated cost to perform the SOW is \$5,500. Roux Associates will be ready to commence the SOW upon receipt of a Purchase Order from the City of Millville. The estimated time to complete the Annual Report is approximately six weeks following receipt of the 2016 dry weather sample results. A draft plan will be provided to the City of Millville for review prior to finalization and submittal.

Roux Associates appreciates the opportunity to provide this proposal for environmental services to the City of Millville. Please call either of the undersigned at (856) 423-8800 if you have any questions or require additional information.

Sincerely,
ROUX ASSOCIATES, INC.



Steve Michalanko
Senior Scientist



Thomas Patterson, P.E.
Principal Engineer

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 No. _____

WHEREAS, the owner of each taxicab engaged in the taxi business within the City shall obtain an owner's license; and

WHEREAS, Nasario Aispuro, owner of US Pron 2 Cab LLC, 1501 Oakland Avenue, Millville, NJ 08332, has submitted a license application which is on file with the City Clerk; and

WHEREAS, the Chief of Police and the Traffic Safety Bureau have completed the required investigation and submitted a written report of approval of the license; and

WHEREAS, the Zoning Officer has completed the required inspection and submitted a written report of approval of the license.

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

1. The Taxicab Owner License shall be issued to Nasario Aispuro, owner of US Pron 2 Cab LLC, 1501 Oakland Avenue, Millville, NJ 08332, for the period covering January 1, 2016 through December 31, 2016.

Moved By:
Seconded By:

VOTING
Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held on June 7, 2016.

Susan G. Robostello, City Clerk

Resolution No. _____

WHEREAS, the owner of each taxicab engaged in the taxi business within the City shall obtain an owner's license; and

WHEREAS, Raul O. Celaya-Ojeda, owner of C.R.H. Cab LLC, 1301 N. 10th Street, Millville, NJ 08332, has submitted a license application which is on file with the City Clerk; and

WHEREAS, the Chief of Police and the Traffic Safety Bureau have completed the required investigation and submitted a written report of approval of the license; and

WHEREAS, the Zoning Officer has completed the required inspection and submitted a written report of approval of the license.

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

1. The Taxicab Owner License shall be issued to Raul O. Celaya-Ojeda, owner of C.R.H. Cab LLC, 1301 N. 10th Street, Millville, NJ 08332, for the period covering January 1, 2016 through December 31, 2016.

Moved By:
Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held on June 7, 2016.

Susan G. Robostello, City Clerk

Resolution No. _____

WHEREAS, the owner of each taxicab engaged in the taxi business within the City shall obtain an owner's license; and

WHEREAS, Vincent L. Scaringello, owner of Millville Yellow Cab Service, Inc., 2007 N. 2nd Street, Millville, NJ 08332, has submitted a license application which is on file with the City Clerk; and

WHEREAS, the Chief of Police and the Traffic Safety Bureau have completed the required investigation and submitted a written report of approval of the license; and

WHEREAS, the Zoning Officer has completed the required inspection and submitted a written report of approval of the license.

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

1. The Taxicab Owner License shall be issued to Vincent L. Scaringello, owner of Millville Yellow Cab Service, Inc., 2007 N. 2nd Street, Millville, NJ 08332, for the period covering January 1, 2016 through December 31, 2016.

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

Resolution No. _____

WHEREAS, the owner of each taxicab engaged in the taxi business within the City shall obtain an owner's license; and

WHEREAS, Ruben Vazquez, owner of Cano's Taxi, LLC, 211 Buck Street, Millville, NJ 08332, has submitted a license application which is on file with the City Clerk; and

WHEREAS, the Chief of Police and the Traffic Safety Bureau have completed the required investigation and submitted a written report of approval of the license; and

WHEREAS, the Zoning Officer has completed the required inspection and submitted a written report of approval of the license.

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

1. The Taxicab Owner License shall be issued to Ruben Vazquez, owner of Cano's Taxi, LLC, 211 Buck Street, Millville, NJ 08332, for the period covering January 1, 2016 through December 31, 2016.

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILVILLE:

That the following licenses to sell alcoholic beverages in the City of Millville are hereby granted for the year beginning July 1, 2016 and ending June 30, 2017:

<u>LICENSE NO.</u>	<u>LICENSEE</u>
0610-44-002-00 5	Payal 3 LLC. T/A City Liquor 640 N. High Street
0610-33-015-008	Winfields Restaurant, LLC T/A Winfields Restaurant 104-108 N. High Street
0610-44-018-00 8	PEMA LLC T/A Joe Canal's Discount Liquors, Joe Canals of Millville 2213 N. Second Street & Rte. 47
0610-31-022-002	BPO Elks Lodge #580 T/A BPOE Millville Elks Lodge #50 1815 E. Broad Street P.O. Box 580
0610-77-003-006	Bhuller Bros, LLC T/A Clark's Liquor 612 W. Main Street
0610-33-014-007	Texas Roadhouse Holdings LLC T/A Texas Road House 2299 N. Second Street
0610-33-012-007	Grayling Corporation T/A Chili's Grill & Bar 114 Bluebird Lane
0610-33-017-009	BWW Jersey Wings Inc. T/A Buffalo Wild Wings Grill 2164 N. Second Street
0610-33-016-013	DiMaria Lounge Inc. T/A Bojo's Ale House 222 N. High Street
0610-33-009-014	Rare Hospitality International Inc. T/A Longhorn Steakhouse 10 Bluebird Lane
0610-33-013-003	Railroad Tavern Corp. T/A Railroad Tavern 334 S. 3 rd Street
0610-33-004-004	NJ Motorsports Park LLC, T/A Thunderbolt Raceway Finishline Pub 8000 Dividing Creek Road
0610-33-008-005	TNSL Lambert, Inc. T/A Sidelines Sports Bar & Grill 2 S. Sharp Street

Moved By:
Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

Certification Of Availability of Funds

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

Resolution Date: 06/7/16

Resolution Number: A

Lexa Concrete, LLC
Hammonton, NJ

Contract: Third Street Road Reconstruction Budget

<u>Account Number</u>	<u>Amount</u>	<u>Department Description</u>
S-02-41-339-200-402	\$ 213,300.00	FY2015 Municipal Aid
S-02-41-310-214-401	\$ 226,370.00	FY2014 Municipal Aid
C-04-71-113-004-401	\$ 6,883.30	Ord 4-2013-Class A Roads



Chief Financial Officer

RESOLUTION NO. R _____-2016

WHEREAS, the Board of Commissioners of the City of Millville received eight (8) bids on June 2, 2016 for the project entitled Third Street Road Reconstruction-2016 pursuant to a fair and open process; and

WHEREAS, the lowest base bid was submitted by Lexa Concrete, LLC, Hammonton, New Jersey in the amount of \$446,583.80; and

WHEREAS, the City previously applied for and received two rounds of New Jersey Department of Transportation Municipal Aid Funding for Third Street as follows:

FY2014 Municipal Aid:	\$226,370.00
FY2015 Municipal Aid:	<u>\$213,330.00</u>
Total:	\$439,700.00

WHEREAS, the Chief Financial Officer has certified the availability of funds over and above the grant allowance.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of Millville as follows:

1. The contract between the City of Millville and Lexa Concrete, LLC for the project entitled Third Street Road Reconstruction-2016 is hereby approved in an amount not to exceed \$446,583.80.
2. The Mayor is hereby authorized to execute the contract.

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

**PROFESSIONAL SERVICES CONTRACTS TO BE AWARDED BY
CRITERIA ESTABLISHED PURSUANT TO N.J.S.A. 19:44A-1 ET.SEQ.**

The City of Millville solicits statements of qualification and proposals for applicants for appointment to the following professional position. Responses should address the general criteria and mandatory minimum criteria for the position. The compensation for this position will be based on a percentage of the collections. Please submit your terms based on percentage. All responses will be treated as confidential and reviewed only by the Mayor & City Commission, unless otherwise required by law. Sealed proposals will be received by the Purchasing Board of the City of Millville, 12 South High St. no later than 10:00 AM Thursday, June 23, 2016 when publicly opened and read aloud. Please Submit six (6) copies of your proposal. Responses will be reviewed by the Mayor & City Commission. All appointments will be announced at a public meeting.

SPECIAL COUNSEL FOR COLLECTION ENFORCEMENT SERVICES

GENERAL CRITERIA: The City of Millville desires to appoint a New Jersey licensed attorney or a firm of attorneys to represent the City of Millville in litigation matters involving Collection Enforcement services pertaining to Loans/Mortgages. Applicants are encouraged to submit information demonstrating particular knowledge relating to the representation of municipal governments in litigation actions. Any experience or knowledge of matters directly affecting the City of Millville should be addressed. **MANDATORY MINIMUM REQUIREMENTS:**

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative offices of the State of New Jersey for a period of not less than five (5) years preceding appointment.
1. Must have a minimum of five (5) years experience in representing municipal governments as defendants in actions before the Superior Court of New Jersey and must list past and present public entities represented in actions before the Superior Court of New Jersey.
2. Must maintain professional liability insurance in the amount of \$1,000,000 with a company with at least an "A" rating with AM Best.
3. Must maintain a bona fide office in the State of New Jersey.

**PROFESSIONAL SERVICES CONTRACTS TO BE AWARDED BY
CRITERIA ESTABLISHED PURSUANT TO N.J.S.A. 19:44A-1 ET.SEQ.**

The City of Millville solicits statements of qualification and proposals for applicants for appointment to the following professional position. All responses will be treated as confidential and reviewed only by the Purchasing Agent & City Commission, unless otherwise required by law. Sealed proposals will be received by the Purchasing Board of the City of Millville, 12 South High St. no later than 10:00 AM Thursday, June 23, 2016 when publicly opened and read aloud. Please Submit six (6) copies of your proposal. Responses will be reviewed by the Mayor & City Commission. All appointments will be announced at a public meeting. Appointments shall be for the one year with the option to extend an additional year and subject to the execution of an appropriate contract.

Proposals will be evaluated by the City of Millville's Commission and Purchasing Agent on the basis of the most advantageous, price and other factors considered.

The evaluation will consider:

- a. Experience and reputation in the field;
- b. Knowledge of the City of Millville and the subject matter to be addressed under the contract;
- c. Availability to accommodate any required meetings of the agency;
- d. Compensation proposal;
- e. Other factors if demonstrated to be in the best interest of the City of Millville

ENVIRONMENTAL LEGAL CONSULTANT

GENERAL CRITERIA: The City desires to appoint a Consultant to provide ongoing professional legal services in connection with certain environmental conditions at and in the vicinity of the Millville Municipal Airport and related matters.

The Consultant will work with the New Jersey Department of Environmental Protection and the Joint Agreement Parties and advocate for the City of Millville's position regarding third part responsibility with respect to the environmental contamination. Any experience or knowledge of matters directly affecting the City should be addressed in your proposal

The Consultant shall pursue efforts directly with the appropriate third parties to investigate and cleanup areas of concern associated with the environmental contamination that may have been caused by third parties.

The Consultant shall complete current negotiations with the City's insurer for reimbursement of past costs, and negotiate arrangements for coverage of future costs. The Consultant shall evaluate and pursue any viable insurance claims pursuant to such policies and defense and indemnification with respect to environmental contamination.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey for a period of not less than five (5) years preceding the proposed appointment, and eligible to appear before all state and federal courts in New Jersey.
2. Must list past and present municipal or government authorities represented.
3. The attorney shall list any experience working with the New Jersey Department of Environmental (NJDEP).
4. Must have sufficient support staff available to provide all legal services required by the City with respect to environmental issues pertaining to the Millville Municipal Airport.
5. Must provide a compensation package based on an hourly rates for all staffing.

PUBLIC NOTICE

VINE STREET IMPROVEMENTS

**PROPOSAL
CITY OF MILLVILLE**

Notice is hereby given that sealed bids will be received by the Purchasing Board of the City of Millville until Tuesday, June 30, 2016 at 10:00 A.M. local prevailing time, when same will be opened and read by the Purchasing Board in the Commissioner Chambers, City Hall, 12 South High Street, Millville, New Jersey 08332.

Financial assistance for this activity is made possible by FY2014 Safe Street to Transit Municipal Aid Program Grant Funds provided under the New Jersey Transportation Trust Fund Authority Act.

The work to be performed under this contract generally consists of demolishing existing surfaces and constructing streetscape improvements including curbs, sidewalks, lighting, landscaping, site furnishings, asphalt paving, and other various related site improvements. The location of this work is along Vine Street from High Street to the Third Street in the City of Millville, New Jersey as identified in the Plans and Specifications.

Specifications, drawings and bid proposal forms are available at the office of the City Engineer, City Hall, Millville, New Jersey where same may be reviewed and/or obtained at a cost of Fifty Dollars (\$50.00) non-refundable.

All bids must be on the proposal form attached to the Specifications in the manner designated therein, must be enclosed in sealed envelopes bearing the name and address of the bidder and the name of the project clearly marked "VINE STREET IMPROVEMENTS" and addressed to the Board of Commissioners of the City of Millville, 12 S. High Street, Millville, New Jersey, 08332, and must be accompanied by a Certified Check or Bond in the amount of 10% of the total bid made payable to the City of Millville, Letter of Surety, List of Subcontractors, Public Works Contractor Registration Certificate Compliance, New Jersey Business Registration Certificate Compliance, Stockholder's Disclosure, Non-Collusion Affidavit, Affirmative Action Questionnaire, and Bidder's Checklist.

No Bid Forms, Specifications or Contract Drawings will be available after 4:30 P.M. local prevailing time, Friday, June 24, 2016.

Bidders are encouraged to attend a Pre-Bid Conference on Thursday, June 16, 2016 at 2:00 P.M. local prevailing time, in the Sixth-Floor Conference Room at City Hall.

This bid is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c 127, as amended and supplemented) and N.J.A.C. 17:27 et seq., Affirmative Action requirements of the State of New Jersey.

Bidders are further required to comply with all provisions of Executive Order 11246 of September 24, 1965, and all of the rules, regulations and relevant orders of the Secretary of Labor regarding Affirmative Action and Equal Opportunity requirements of the Federal Government. Minority and Female owned businesses are strongly encouraged to participate in this project.

Bidders are advised that Federal Labor Standards require Contractors and Subcontractors to pay the appropriate Prevailing Wage Rates for all classifications of labor. The Prevailing Wage Rate shall be the higher of the State or Federal wage rate plus the fringe benefit rate for each labor classification as obtained from the Wage Rate Determination in effect at the time the contract is signed.

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

BY ORDER OF THE BOARD OF COMMISSIONERS:

Date: June 7, 2016

Susan Robostello, City Clerk

CITY OF MILLVILLE

The purpose of this request for proposal is to contract for professional occupational health services necessary for treatment to employees of the City of Millville.

SELECTION CRITERIA

The selection criteria to be used by the Review Committee in making its recommendations to the Commissioners as to which proposal is most advantageous to the City, price and other factors considered, shall include:

1. The name and qualifications of the individual(s) who will perform the services;
2. Experience and reputation in the particular field of endeavor;
3. Ability to perform the required services in a timely manner
4. Competitiveness of rates (fees and expenses); and
5. Other factors, if determined to be in the best interests of the City.

If, after receipt of any proposals as described above and prior to any recommendation to the Commissioners, the Review Committee determines to revise the required services or to seek more favorable terms, all vendors who have submitted proposals shall be given an equal opportunity to resubmit or modify their proposal.

Applicants will be eliminated from competition if they do not meet applicable Federal, State or County legal requirements. All contracts pursuant to the fair and open process will be awarded by a majority vote of the Commissioners at a public meeting.

General Information

The purpose of this request for proposal is to contract for professional occupational health services necessary for treatment to employees of the City of Millville.

Period of Engagement

It is the intent of the City to enter into a contract to provide professional healthcare services related to employment for one (1) year beginning July 1, 2016.

Nature of Services Required

The Provider hereby agrees to provide specialized health services requested by the City during the one year term of the Contract as follows:

1. Pre-hire physicals;
2. Drug and alcohol testing;
3. Vaccines and immunizations;
4. Blood borne pathogen training;
5. Consultation regarding any medical or work related topic.

Additional services offered such as:

1. Medical consultation on various topics;
2. Lectures and training;
3. A quarterly summary of utilization identifying all employees utilizing services.

Standard of Care: The Consultant shall perform the Scope of Services in a professional manner consistent with generally accepted principles established for its profession. The professional services often require decisions which are not based upon exact science, but rather skilled judgment. The Consultant shall use that degree of care and skill normally exercised in the profession under similar circumstances at the time the services are rendered.

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

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

The services shall be provided within a 20 mile radius of the City of Millville.

Proposal Specifications and Requirements

- Letter of Transmittal signed by a member of the firm having the authority to enter into contracts on behalf of the organization. Letter is to acknowledge receipt of each addendum, if any were issued. If unsure as to the status of addenda, contact the Purchasing Officer to verify. Give a brief description of your firm and its organization, along with your proposal to supply the requested services.
- Project Team – Please provide professional biographies/resumes for the members of the proposed team that would be responsible for providing the health services.
- The successful bidder's staff must be available for consultation on an as-needed basis between 8:00 a.m. and 5:00 p.m. Monday through Friday.
- Understanding of Scope of Work:

Proposed Price

Each firm submitting a proposal is requested to complete the proposal form attached. Please submit the proposal form with your transmittal letter and proposal. It is important to remember that while price is a primary consideration, it will not be the sole factor in determining which firm will be awarded this contract.

Request for Information

Any requests for clarification or additional information regarding the consulting specifications are to be submitted in writing to:

City of Millville
Purchasing Agent
PO Box 609
12 S. High Street
Millville, New Jersey 08332

Questions must be received no later than June 20, 2016 in order to be considered.

Proposal Submission Deadline

An original and three (3) copies of your proposal in a sealed package clearly marked **Professional Occupational Health Services** must be received no later than 10:00am on June 24, 2016 to:

City of Millville
Purchasing Agent
PO Box 609
12 S. High Street
Millville, New Jersey 08332

Whether the proposal is delivered by hand or mail or commercial express service, the Respondent shall be responsible for actual delivery of the proposal to the City of Millville. Proposals received after the dead line will not be considered. All proposals become the property of City of Millville.

Duration of Proposals

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

Proposal Form

ARTICLE IV. CONSIDERATION AND METHOD OF PAYMENT

The Consultant shall provide the aforesaid health services at the rates set forth

:

New hire pre-employment basic physicals
HAZMAT physicals
Law enforcement physicals
Urine drug screen testing (DOT & non-DOT)
Breath Alcohol testing (DOT & non-DOT)
Portacount fit testing
OSHA medical questionnaire review
Educational on-site services (if applicable)
Flu vaccine
Hepatitis B vaccine
Hepatitis A vaccine
Twinrix vaccine (combo hep and B)
Tetanus and diphtheria vaccine
TST (PPD) skin test
Positive TST (PPD) questionnaire
Rabies vaccine (when supply available)
Post-Accident drug Testing (Regular and after business hours)
Post-Accident alcohol Testing(Regular and after business)

Lab Testing

CBC lab test
Chemistry profile
Urinalysis
Audiogram with interpretation
Electrocardiogram
Pulmonary function test
Chest X-Ray
B-Reader Chest X-Ray
FCE 4 hour test
FCE upper extremity