

TENTATIVE AGENDA FOR COMMISSION MEETING
August 16, 2016, 6:30 P.M.

1. ROLL CALL - AUGUST 16, 2016

Reverend Fosbenner 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 August 2, 2016 Work Session minutes and August 2, 2016 Commission Meeting minutes and to proceed with the regular order of business.

2. BILLS

3. PUBLIC COMMENT ON AGENDA ITEMS ONLY

4. OLD BUSINESS

5. PETITIONS & LETTERS

6. REPORTS OF COMMISSIONERS

7. DEPARTMENT OF PUBLIC WORKS

7.I. Department Of Public Works

Cumberland County Health Department Reports for the months of April, May and June 2016

Motion-

Second-

8. DEPARTMENT OF PUBLIC AFFAIRS

9. DEPARTMENT OF REVENUE & FINANCE

10. DEPARTMENT OF PARKS & PUBLIC PROPERTY

11. DEPARTMENT OF PUBLIC SAFETY

11.I. Proclamation - Susan Marie Rupp Foundation

"Teal Ribbons of Hope Campaign" promoting Ovarian Cancer Awareness

11.II. Department Of Public Safety

Fire Report for the month of July 2016

Motion-

Second-

Documents:

[JULY 2016 FIRE REPORT.PDF](#)

12. ORDINANCES 1ST READING

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

Ordinance amending Chapter 11, Article II, Abandoned Properties requiring registration, payment of a registration fee and inspection of vacant properties by making certain revisions to Section 13, Definitions and adding new Sections 19A to 19F

Motion-

Second-

Documents:

[ORD AMND CHPTR 11 SCTN13 ABNDND PRPRTY DEFS.DOCX](#)

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

Ordinance amending Chapter 11, Article II, Section 7, Violation and Penalties of the Municipal Code changing the minimum fine set forth in the Municipal Code Section 11-7c from \$200.00 for each offense to \$100.00 pursuant to NJSA 40:49-5, which provides that a minimum penalty for an ordinance violation may not exceed \$100.00

Motion-

Second-

Documents:

[ORD AMND CHPTR 11 SEC 7 VIOLATIONS AND PENALTIES .PDF](#)

12.III. Ordinances 1st Reading Item (3)

Ordinance amending Chapter 11, Article XVIII, Foreclosure Properties, in order to make certain revisions to Section 134, Registration and Section 138, Violations and Penalties

Motion-

Second-

Documents:

[ORD AMND CHAPTER 11 ARTCL XVIII FRCLSR PRPRTY 8-16-16.PDF](#)

12.IV. Ordinances 1st Reading Item (4)

An Ordinance amending the Municipal Code of the City of Millville, Chapter 61, Streets and Roads Department Article IV - Collection and Disposal of Solid Waste, Article V - Source Separation of Recyclable Materials specifically by amending Sections 61-25 and 61-36 in order to clarify that owners of multi-family dwellings are to provide dumpsters for the collection of solid waste and recyclable materials

Motion-

Second-

Documents:

[ORD AMENDING ARTICLE IV COLLECTION AND DISPOSAL 8 4 16.PDF](#)

13. ORDINANCES 2ND READING

13.I. Ordinances 2nd Reading Item (1)

Ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Millville Police Athletic League to hold a coin drop on Saturday, August 27, 2016 and Sunday, August 28, 2016 at the intersection of Buckshutem Road and Cedarville Road

Motion-

Second-

(Public Hearing)

Documents:

[ORDINANCE COIN DROP-PAL 8-27 - 8-28.PDF](#)
[PN- ORD COIN DROP.PDF](#)

13.II. Ordinances 2nd Reading Item (2)

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

Title	Minimum	Maximum
City Clerk**	\$23,000.00	\$107,061.95

Motion-

Second-

(Public Hearing)

Documents:

[ORD AMENDING SALARY CITY CLERK 2 7 28 16.PDF](#)

13.III. Ordinances 2nd Reading Item (3)

Bond Ordinance to authorize construction of street drainage improvements on Marilyn Terrace, to appropriate the sum of \$250,000.00 to pay the cost thereof, to authorize the issuance of \$237,500.00 of Bonds to finance the appropriation and to provide for the issuance of Bond Anticipation Notes in Anticipation of the Issuance of Bonds

Motion -
Second -
(Public Hearing)

Documents:

[PN- BOND ORD.PDF](#)
[BOND ORDINANCE FOR STREET DRAINAGE IMPROVEMENTS 8-1-16.PDF](#)

14. RESOLUTIONS

14.I. Resolution Item (1)

Resolution authorizing Separation Agreement and General Release dated May 27, 2016 between the City of Millville and John Warfle

Motion -
Second -

Documents:

[RES- WARFLE SEPARATION AGREEMENT.PDF](#)

14.II. Resolution Item (2)

Resolution authorizing Professional Service Contract with Inspira Medical Centers Inc to perform professional occupational health services for the purpose of providing medical services as required to comply with various regulatory agencies and policies and procedures of the Municipality

Motion -
Second -
(Certification of Funds)

Documents:

[CERT OF FUNDS - INSPIRA.PDF](#)
[RES INSPIRA MEDICAL CENTERS - OCC HEALTH SRVCS.PDF](#)
[PSC INSPIRA OCCUPATIONAL HEALTH SERVICES 8 11 16.PDF](#)

14.III. Resolution Item (3)

Resolution authorizing adjustment in the Tax and Utility Records

Motion -
Second -

Documents:

[RES- TAX-UTILITY 8-16-16.PDF](#)

14.IV. Resolution Item (4)

Resolution authorizing Special Assessment of Municipal Liens for certain properties due to expenses incurred by the City of Millville relating to Board & Secure of Properties plus administrative fees in accordance with Chapter 11, Article III of the Municipal Code

Motion -
Second -

Documents:

[RES- BOARD - SECURE 8-16-16.DOCX](#)

14.V. Resolution Item (5)

Resolution authorizing a professional services contract with Bergmann Associates, Six Tower Bridge, Suite 430, 181 Washington St., Conshohocken, PA to act as Certified Floodplain Manager covering the period from September 1, 2016 through August 31, 2017

Motion -
Second -
(Certification of Funds)

Documents:

[CERT OF FUNDS - BERGMAN ASSOCIATES.PDF](#)
[RES BERGMANN ASSOCIATES 8 16 16.PDF](#)
[PSC BERGMANN ASSOCIATES 8-16-16.PDF](#)

14.VI. Resolution Item (6)

Resolution authorizing Third Amendment to professional service contract with Todd J. Gelfand, Esquire, for special labor counsel services for an additional amount of \$10,000.00

Motion -
Second -
(Certification of Funds)

Documents:

[CERT OF FUNDS - GELFAND.PDF](#)
[RES PSC GELFAND 3RD AMENDMENT 8-16-16.PDF](#)
[3RD AMENDMENT TO PSC TODD GELFAND 7 25 16.PDF](#)

14.VII. Resolution Item (7)

Resolution authorizing Special Assessment of Municipal Liens for certain properties due to expenses incurred by the City of Millville relating to Cut & Clean of Properties plus administrative fees in accordance with Chapter 11, Article VI of the Municipal Code

Motion -
Second -

Documents:

[RES CUT AND CLEAN RESOLUTION LIEN 8-16-16.DOCX](#)

14.VIII. Resolution Item (8)

Resolution authorizing the Board of Commissioners to waive their attorney/client privilege in order to release to the public the Closed Session audio recordings of meetings held on August 4, 2015 and February 2, 2016 which contains discussions of the then pending lawsuit entitled City of Millville vs Richard Abbott et al, under docket number CUM-L-473-14 with the City of Millville's special litigation attorney, Theodore Ritter, Esquire.

Motion -
Second -

Documents:

[RES WAIVE ATTYCLIENTPRIV - RELEASE OF CS AUDIO.DOCX](#)

14.IX. Resolution Item (9)

Resolution authorizing the purchase of one (1) 2017 F350 Extended Cab 4WD Pickup Truck with accessories through a State Contract from Chas. S. Winner, Inc., 250 Berlin Road, Cherry Hill, NJ 08034 in the amount of \$28,606.50

Motion -
Second -
(Certification of Funds)

Documents:

[CERT OF FUNDS - WINNER.PDF](#)
[RES - STATE CONTRACT 8-16-16 MTG.PDF](#)

14.X. Resolution Item (10)

A Resolution authorizing utility easement agreement between City of Millville and Atlantic City Electric.

Motion -
Second -

Documents:

[RES ACE.TOWERCO.081616.PDF](#)

14.XI. Resolution Item (11)

Resolution authorizing second amendment to land lease agreement between City of Millville and TowerCo 2013 LLC.

**Motion -
Second -**

Documents:

[RES TOWERCO.LANDLEASEAGREEMENT.081616.PDF](#)

14.XII. Resolution Item (12)

Resolution approving Storm Drainage Easement Agreements from certain property owners in the area of Marlyn Terrace as well as adjoining properties located on West Main Street to allow the construction, improvement and/or repair of drainage facilities in the area

**Motion -
Second -**

Documents:

[RES. MARLYN TERRACE WEST MAIN STREET WITH DEEDS OF EASEMENT 8.16.16.PDF](#)

15. NEW BUSINESS

15.I. New Business Item (1)

Motion to authorize the City Clerk/Administrator to advertise Purchasing Board for the following:

Request for Proposals a) Banking Services

b) Section 125 Plan

Invitation for Bids

a) South Millville Water Main Replacement Phase I - Columbine Avenue-September 15, 2016

Motion -

Second -

Documents:

[RFP- BANKING SERVICES MILLVILLE CY16.PDF](#)

[RFP 2016 SECTION 125 PLAN.PDF](#)

[PN- S MILLVILLE WTR MAIN RPLCMNT PH1- COLUMBINE AVE.PDF](#)

15.II. New Business Item (2)

Motion to approve the following:

a) Raffle License on behalf of the Cumberland County Cooperative Fair Association, 3001 Carmel Rd, Millville, NJ for On- Premise 50-50 to be held on September 24, 2016 from 6:00 p.m. at the Cumberland County Fairgrounds

b) Raffle License on behalf of Nabb-Leslie Post #82 The American Legion, 220 Buck Street, Millville, NJ for Pull- Tabs to be held from October 1, 2016 through September 30, 2017, 5:00 p.m. to 9:00 p.m. at the American Legion

c) Social Affair Permit on behalf of the Millville Elk's Lodge BPOE #580, 1815 E. Broad St, Millville, NJ for a Chicken Barbeque to be held on September 11, 2016, 12:00 p.m. to 5:00 p.m. at the Millville Elks Lodge

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

MILLVILLE FIRE DEPARTMENT
MONTHLY SUMMARY OF ACTIVITY
July 2016

To: Director/Mayor M. Santiago
From: Chief M.Lippincott
Date: August 5th 2016

1. Total Emergencies Responded To: 103

- Year to date: 667

Breakdown for month:

- Fire calls (structures and dwellings): 3
 - Multi Alarm Fires-1
 - All Hands Fire-1
 - 2nd Alarm-0
 - 3rd Alarm-0
- Fire calls (vehicles): 3
- Fire calls (brush/trash): 2
- Rescues/Motor vehicle crashes: 32
- Hazardous conditions (non-fire): 19
- General service/assist the public: 11
- Good intent: 4
- False alarms: 29

Total man hours for emergencies: 448

2. Fire Prevention

- 2 fire prevention presentations for civic groups
- 1 firehouse tours for school groups

3. Work details: 5

4. Drills/training: 1

5. Smoke detector and carbon monoxide detector inspections

- Month: 30
- Year to date: 177

6. Other

- none

CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY

ORDINANCE NO.

ORDINANCE AMENDING ARTICLE II
("ABANDONED PROPERTIES")
OF CHAPTER 11 OF THE MILLVILLE CITY
CODE IN ORDER TO REQUIRE THE REGISTRATION
AND INSPECTION OF VACANT PROPERTIES
BY MAKING CERTAIN REVISIONS TO SECTION 13
("DEFINITIONS") AND ADDING NEW SECTIONS
19A TO 19F

WHEREAS, the Board of Commissioners of the City of Millville finds that there are numerous structures vacant in whole or in large part in the City; and

WHEREAS, in many cases, the owners and responsible parties of or for these structures are neglectful of them, are not maintaining or securing them to an adequate standard or restoring them to productive use; and

WHEREAS, it has been established that vacant and abandoned structures cause severe harm to the health, safety and general welfare of the community, including diminution of neighboring property values, increased risk of fire and potential increases in criminal activity and public health risks; and

WHEREAS, the City incurs disproportionate costs in order to deal with the problems of vacant and abandoned structures, including but not limited to, excessive police calls, fire calls and property inspections; and

WHEREAS, it is in the public interest for the City to establish minimum standards of accountability on the owners or other responsible parties of vacant and abandoned structures in order to protect the health, safety and general welfare of the residents of the City; and

WHEREAS, it is in the public interest for the City to impose a fee in conjunction with the registration of vacant and abandoned structures in light of the disproportionate costs imposed on the City by the presence of these structures.

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

SECTION 1

§ 11-13. Definitions.

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

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

ABANDONED PROPERTY - Any property that is determined to be abandoned pursuant to P.L. 2003, c.210 (N.J.S.A. 55:19-78 et seq.).

LIENHOLDER or MORTGAGE HOLDER - Any person or entity holding a note, mortgage or other interest secured by the building or any part thereof.

MUNICIPALITY - Any borough, City, town, City or village situated within the boundaries of this state and shall include a qualified rehabilitation entity that may be designated by the City pursuant to N.J.S.A. 55:19-90 to act as its agent to exercise any of the City's rights pursuant thereto.

OWNER - The holder or holders of the title to an abandoned property.

PROPERTY - Any building or structure and the land appurtenant thereto.

PUBLIC OFFICER - The person designated by the City pursuant to N.J.S.A. 40:48-2.5.

QUALIFIED REHABILITATION ENTITY - Any entity organized or authorized to do business under the New Jersey statutes which shall have as one of its purposes the construction or rehabilitation of residential or nonresidential buildings, the provision of affordable housing, the restoration of abandoned property, the revitalization and improvement of urban neighborhoods, or similar purpose, and which shall be well qualified by virtue of its staff, professional consultants, financial resources, and prior activities set forth in P.L. 2003, c.210 (N.J.S.A. 55:19-78 et seq.) to carry out the rehabilitation of vacant buildings in urban areas.

REPRESENTATIVE - The individual registered with the City as the representative of the property owner. If the property owner is an LLC or a corporation, the registered agent, president or managing partner of same are also "representatives" of the owner upon whom service may be made.

VACANT PROPERTY - any building used or to be used as a residence which is not legally occupied or at which substantially all lawful construction operations or residential occupancy has ceased, and which is in such condition that it cannot legally be re-occupied without repair or rehabilitation, including but not limited to any property meeting the definition of abandoned property in N.J.S.A. 55:19-80; provided, however, that any property where all building systems are in working order, where

the building and grounds are maintained in good order, or where the building is in habitable condition, and where the building is being actively marketed by its owner for sale or rental, shall not be deemed a vacant property for purposes of this ordinance.

¶ 11-19 A - Registration Requirements.

Effective January 1, 2016, the owner of any vacant property as defined herein shall, within 30 calendar days after the building becomes a vacant property or within 30 calendar days after assuming ownership of the vacant property, whichever is later; or within 10 calendar days of receipt of the notice by the City, file a registration statement for such vacant property with the public officer on forms provided by the City for such purposes. Failure to receive notice by the City shall not constitute grounds for failing to register the property.

- a. Each property having a separate block and lot number as designated in official records of the City shall be registered separately.
- b. The registration statement shall include the name, street address, telephone number, and email address (if applicable) of a person twenty-one (21) years or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code; and the name, street address, telephone number, and email address (if applicable) of the firm and the actual name(s) of the firm's individual principal(s) responsible for maintaining the property. The individual or representative of the firm responsible for maintaining the property shall be available by telephone or in person on a 24-hour per day, seven-day per week basis. The two (2) entities may be the same or different persons. Both entities shown on the statement must maintain offices in the State of New Jersey or reside within the State of New Jersey.
- c. The registration shall remain valid for one (1) year from the date of registration. The owner shall be required to renew the registration annually as long as the building remains a vacant property and shall pay a registration or renewal fee in the amount prescribed in section 11-19D, for each vacant property registered. The owner shall be required to renew the registration

annually as long as the building remains a vacant property and shall pay a registration or renewal fee in the amount prescribed in section 11-19D, for each vacant property registered.

- d. The owner shall notify the Clerk within thirty (30) calendar days of any change in the registration information by filing an amended registration statement on a form provided by the Clerk for such purpose.
- e. The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.

§11-19B Access to Vacant Properties.

The owner of any vacant property registered under this section shall provide access to the City to conduct exterior and interior inspections of the building to determine compliance with municipal codes, upon reasonable notice to the property owner or the designated agent. Such inspections shall be carried out on weekdays during the hours of 9:00 a.m. and 4:00 p.m., or such other time as may be mutually agreed upon between the owner and the City.

§11-19C Responsible Owner or Agent.

- a. An owner who meets the requirements of this section with respect to the location of his or her residence or workplace in the State of New Jersey may designate him or herself as agent or as the individual responsible for maintaining the property.
- b. By designating an authorized agent under the provisions of this section the owner consents to receive any and all notices of code violations concerning the registered vacant property and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the City of Millville in writing of a change of authorized agent or until the owner files a new annual registration statement.
- c. Any owner who fails to register vacant

property under the provisions of this section shall further be deemed to consent to receive, by posting on the building, in plain view, and by service of notice at the last known address of the owner of the property on record within the City of Millville by regular and certified mail, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.

§11-19D Fee Schedule.

The initial registration fee for each building shall be five hundred (\$500.00) dollars. The fee for the first renewal is one thousand (\$1,000.00) dollars, and the fee for the second renewal is one thousand five hundred (\$1,500.00) dollars. The fee for any subsequent renewal beyond the second renewal is two-thousand (\$2,000.00) dollars.

Vacant Property Registration Fee Schedule.

<u>Initial Registration</u>	<u>\$ 500.00</u>
<u>First Renewal</u>	<u>\$ 1,000.00</u>
<u>Second renewal</u>	<u>\$ 1,500.00</u>
<u>Subsequent renewal</u>	<u>\$ 2,000.00</u>

§11-19E Requirement of Owners of Vacant Property.

The owner of any building that has become a vacant property, and any person maintaining or operating or collecting rent for any such building that has become vacant shall, within thirty (30) days thereof:

- a. Enclose and secure the building against unauthorized entry as provided in the applicable provisions of the city code, or as set forth in the rules and regulations supplementing those codes; and
- b. Post a sign affixed to the building indicating the name, address and telephone number of the owner, the owner's authorized agent for the purpose of service of process (if designated pursuant section 11-19C and the person responsible for the day-to-day supervision and management of the building, if such person is different from the owner holding title or authorized agent. The sign shall be of a size and placed in such a location so as to be legible from the nearest public street or sidewalk, whichever is nearer, but shall be no smaller than eight (8") inches by ten (10") inches; and
- c. Secure the building from unauthorized entry and maintain the sign until the building is again legally occupied or

demolished or until repair or rehabilitation of the building is complete; and

- d. Ensure that the exterior grounds of the structure, including yards, fences, sidewalks, walkways, right-of-ways, alleys, retaining walls, attached or unattached accessory structures and driveways, are well-maintained and free from trash, debris, loose litter, and grass and weed growth; and
- e. Continue to maintain the structure in a secure and closed condition, keep the grounds in a clean and well-maintained condition, and ensure that the sign is visible and intact until the building is again occupied, demolished, or until repair and/or rehabilitation of the building is complete.

§11-19F Violations.

- a. Any person who violates any provision of this section or of the rules and regulations issued hereunder shall be fined not less than one hundred (\$100.00) dollars and not more than one thousand (\$1,000.00) dollars for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this section shall be recoverable from the owner and shall be a lien on the property.
- b. For purposes of this section, failure to file a registration statement within thirty (30) calendar days after a building becomes vacant property or within thirty (30) calendar days after assuming ownership of a vacant property, whichever is later, or within ten (10) calendar days of receipt of notice by the City, and failure to provide correct information on the registration statement, or failure to comply with the provisions of such provisions contained herein shall be deemed to be violations of this section.

SECTION 2

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

SECTION 3

This ordinance shall take effect 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

CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY

ORDINANCE NO.

**ORDINANCE AMENDING CHAPTER 11, SECTION 7
("VIOLATION AND PENALTIES") OF THE
CODE OF THE CITY OF MILLVILLE**

WHEREAS, the Board of Commissioners of the City of Millville finds that the minimum fine set forth in City Code Section 11-7C of \$200.00 for each offense is an error and contrary to statute; and

WHEREAS, the Board of Commissioners desires to amend the Ordinance to bring it in conformity with state statute, N.J.S.A. 40:49-5, which provides that a minimum penalty for an Ordinance violation may not exceed \$100.00.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS that Chapter 11, Section 7 of the Millville City Code is hereby amended as follows:

SECTION 1

§ 11-7. Violations and penalties.

- A. It shall be unlawful for any person to be in conflict with, or in violation of, any of the provisions of this chapter.
- B. Each day that a violation continues, after the notice of violation and order for compliance has been served and the time specified in the order has expired, shall constitute a separate offense.
- C. Any person who shall violate the regulations contained herein shall be subject to a fine of not less than \$100 for each offense. The maximum penalties are set forth in Chapter 1, General Provisions, Article III.

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:

VOTING

Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

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

ORDINANCE NO.

**ORDINANCE AMENDING CHAPTER 11,
ARTICLE XVIII ("FORECLOSURE
PROPERTIES") IN ORDER TO MAKE CERTAIN
REVISIONS TO SECTION 134 ("REGISTRATION") AND SECTION 138
("VIOLATIONS AND PENALTIES")**

WHEREAS, the Board of Commissioners of the City of Millville finds that there are numerous properties in the City of Millville in the legal foreclosure process which are abandoned and constitute a public nuisance; and

WHEREAS, the Board of Commissioners finds that the current registration fees of \$250.00 for the first year and \$500.00 for the second year to be inadequate to reimburse the City for inspection, policing and other expenses associated with such properties in the legal foreclosure process.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE that Article VIII ("Foreclosure Properties") of Chapter 11 of the Millville Code is hereby amended as follows;

SECTION 1

§11-134. Registration.

- A. A creditor filing a summons and complaint to foreclose a mortgage on residential property within the municipality must also register the dwelling with the municipality through the Bureau of Permits and Inspections within 30 days from the date when the complaint was filed with the court.
- B. The registration form shall include the full name and contact information of an individual located within the State of New Jersey who is authorized to accept service on behalf of the creditor. The registration form shall be accompanied with an annual registration fee of \$500 for the initial registration, \$1,000.00 for the first renewal, \$1,500.00 for the second renewal and \$2,000.00 for each subsequent annual renewal. Registration forms shall be available at the Bureau of Permits and Inspections. Registrants shall mail the completed and executed form to the Bureau along with a check made payable to the municipality. A registration form is required for each house, commercial property, townhouse, condominium or duplex that is the subject of a foreclosure action.
- C. The cost of inspections is included in the fee charged above.
- D. Property registration shall be renewed every 12 months. The renewal form shall be due on the anniversary date following the original registration date. Failure to register a property on a timely basis shall result in the assessment of civil penalties. It shall be the responsibility of the registrant to notify the Bureau in writing whenever there is a change in the contact information of the registrant.

§11-138. Violations and Penalties.

- A. It shall be unlawful for any person to be in conflict with, or in violation of, any of the provisions of this chapter.

- B. Each day that a violation continues, after the notice of violation and order for compliance has been served and the time specified in the order has expired, shall constitute a separate offense.
- C. Any person who shall violate the regulations contained herein shall be subject to a fine of not less than \$100 nor more than \$1,000 for each offense.

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:

VOTING

Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY

ORDINANCE NO.

**AN ORDINANCE AMENDING ARTICLE IV
("COLLECTION AND DISPOSAL OF
SOLID WASTE") AND ARTICLE V ("SOURCE
SEPARATION OF RECYCLABLE MATERIALS"),
SPECIFICALLY BY AMENDING SECTIONS
61-25 AND 61-36 SO AS TO MAKE
CLEAR THAT OWNERS OF MULTI-FAMILY
DWELLINGS ARE TO PROVIDE DUMPSTERS FOR
THE COLLECTION OF SOLID WASTE AND
RECYCLABLE MATERIALS**

WHEREAS, Article IV of Chapter 61 currently provides in Section 25 ("Residential Dwelling Compliance Requirements") that the owner of multi-family dwellings is responsible for setting up and maintaining a solid waste collection program in accordance with rules and regulations established by the Municipality; and

WHEREAS, Article V of Chapter 61 ("Source Separation of Recyclable Materials") currently provides in Section 36 ("Residential Dwelling Compliance Requirements") that owners of multi-family dwellings are responsible for separating and collecting recyclables in accordance with the rules and regulations established by the Municipality; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the City to clarify said sections to make clear that the owners of multi-family dwellings are responsible for providing separate dumpsters for the collection of solid waste as well as the separation and collection of recyclables at their own expense and subject to a reasonable periodic collection schedule;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE that Articles IV and V of Chapter 61 are hereby amended as follows:

SECTION 1

§ 61-25. Residential dwelling and compliance requirements.

- A. The owner, occupant or tenant of any residential dwelling shall comply with the rules and regulations established by the municipality.
- B. For multifamily dwellings, the management or owner is responsible for providing an appropriately sized dumpster sufficient to accommodate solid waste collection from its units at its own expense. Solid waste shall be collected from said dumpster on a schedule of at least one time per week. Violations and penalty notices shall be directed to the owner or management in those instances where the violator is not easily identifiable. The management shall issue notification and collection rules to new tenants when they arrive and every six months during their occupancy.

SECTION 2

§ 61-36 Residential dwelling compliance requirements.

- A. The owner, occupant or tenant of any residential dwelling shall comply with the rules and regulations established by the municipality.
- B. For multifamily dwellings, the management or owner is responsible for the proper separating of recyclable materials and providing an appropriate dumpster sufficient to accommodate recyclables from its units. Recyclables shall be collected from said dumpster on a schedule of at least one time per week. Violations and penalty notices will be directed to the owner or management in those instances where the violator is not easily identifiable. The management shall issue notification and collection rules to new tenants when they arrive and every six months during their occupancy.

SECTION 3

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 4

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

An Ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Millville Police Athletic League to hold a coin drop on August 27, 2016 and August 28, 2016 at the intersections of Buckshutem Road and Cedarville Road; and

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

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

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

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

(1) That the request from the Millville Police Athletic League, to hold a coin drop on August 27, 2016 and August 28, 2016 at the intersections of Buckshutem Road and Cedarville Road is hereby approved pursuant to review and approval of the City of Millville Chief of Police and subject to final authorization by the Cumberland County Board of Chosen Freeholders; and

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

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

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

Daily Journal, Vineland

Publication Name:

Daily Journal, Vineland

Publication URL:

Publication City and State:

Millville , NJ

Publication County:

Cumberland

Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:

201608101355179968213**3350500898**

Notice URL:

Notice Publish Date:

Saturday, August 06, 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 August 2, 2016 and that said Ordinance will be considered by said Board on final passage on August 16, 2016 at 6:30 P.M. in the City Commission Chamber, City Hall, 12 S. High Street, Millville, New Jersey, when and where all persons interested therein will be given ample opportunity to be heard for or against the adoption of said Ordinance. AN ORDINANCE APPROVING AND AUTHORIZING AN APPLICATION TO THE CUMBERLAND COUNTY ROADWAY DEPARTMENT

Following is a summary of the proposed Ordinance above referred to. Ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Millville Police Athletic League to hold a coin drop on Saturday, August 27, 2016 and Sunday, August 28, 2016 at the intersection of Buckshutem Road and Cedarville Road 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: August 6, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk \$31.82

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

ORDINANCE NO.

WHEREAS, Section 2-69 of the Municipal Code of the City of Millville requires that 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 Board of Commissioners of the City of Millville desires to amend the salary ordinance to change an existing title's maximum compensation for the following:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
City Clerk**	\$25,000.00	\$107,061.95

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS 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 this ordinance shall be kept on file in the office of the City Clerk; and
3. This amendment to the salary ordinance shall be effective after final approval and publication as required by law, but in no case shall it become effective until December 2, 2016.

Moved By: _____

Seconded By: _____

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

Daily Journal, Vineland

Publication Name:

Daily Journal, Vineland

Publication URL:

Publication City and State:

Millville , NJ

Publication County:

Cumberland

Notice Popular Keyword Category:

Notice Keywords:

Millville

Notice Authentication Number:

201608101527124375856**3350500898**

Notice URL:

Notice Publish Date:

Saturday, August 06, 2016

Notice Content

CITY OF MILLVILLE NOTICE OF PENDING BOND ORDINANCE AND SUMMARY The Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Millville, in the County of Cumberland, State of New Jersey, held on August 2, 2016, at the Municipal Building. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held on August 16, 2016, at 6:30 o'clock P.M. at the Municipal Building. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office located on the 3rd Floor, Municipal Building, 12 S. High Street, Millville, New Jersey, for the members of the general public who shall request the same. The summary of the terms of such Bond Ordinance follows: Title: "BOND ORDINANCE AUTHORIZING CONSTRUCTION OF STREET DRAINAGE IMPROVEMENTS ON MARLYN TERRACE AND APPROPRIATING TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$237,500) OF BONDS TO FINANCE THE APPROPRIATION, AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS" Purpose(s): Improvements and Repairs to Street Drainage on Marlyn Terrace Appropriation: \$250,000 Bonds/Notes Authorized: \$237,500 Grants (if any) Appropriated: N/A Section 20 Costs: \$20,000 Useful Life: 10 years Publication Date: August 6, 2016 Susan G. Robostello, City Clerk This Notice is published pursuant to N.J.S.A. 40A:2-17. \$34.40

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

ORDINANCE NO. ___ - 2016

BOND ORDINANCE AUTHORIZING CONSTRUCTION OF STREET DRAINAGE IMPROVEMENTS ON MARLYN TERRACE AND APPROPRIATING TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$237,500) 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 TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), including the aggregate sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500), 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 TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) appropriation,

negotiable bonds of the City are hereby authorized to be issued in the maximum principal amount of TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$237,500) 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 TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$237,500) 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 and repairs to street drainage on Marlyn Terrace, including the costs of all work, materials, equipment, surveying, construction planning, engineering, preparation of plans and specifications, permits, bid documents and construction inspection and administration.		
Total	\$250,000	\$237,500

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 TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$237,500) 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 **ten (10) years**.

(c) **Supplemental Debt Statement.**

The supplemental debt statement required by the Local Bond Law has been duly prepared and filed in the office of the City Clerk and a complete duplicate thereof has been electronically filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$237,500), and 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 TWENTY THOUSAND DOLLARS (\$20,000) 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. 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: August 2, 2016

PUBLICATION: August __, 2016

FINAL READING: August 16, 2016

PUBLICATION WITH STATEMENT: August __, 2016

CERTIFICATION

I certify that the foregoing is a true copy of a Bond Ordinance adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on August 16, 2016.

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Millville, in the County of Cumberland, State of New Jersey, held on August 2, 2016, at the Municipal Building. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held on August 16, 2016, at 6:30 o'clock P.M. at the Municipal Building. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office located on the 3rd Floor, Municipal Building, 12 S. High Street, Millville, New Jersey, for the members of the general public who shall request the same. The summary of the terms of such Bond Ordinance follows:

Title: "BOND ORDINANCE AUTHORIZING CONSTRUCTION OF STREET DRAINAGE IMPROVEMENTS ON MARLYN TERRACE AND APPROPRIATING TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$237,500) OF BONDS TO FINANCE THE APPROPRIATION, AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS"

Purpose(s): Improvements and Repairs to Street Drainage on Marlyn Terrace

Appropriation: \$250,000

Bonds/Notes Authorized: \$237,500

Grants (if any) Appropriated: N/A

Section 20 Costs: \$20,000

Useful Life: 10 years

Susan G. Robostello, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

BOND ORDINANCE STATEMENTS AND SUMMARY

The Bond Ordinance, the summary terms of which are included herein, has been finally adopted by the City of Millville, in the County of Cumberland, State of New Jersey on August 16, 2016, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such Bond Ordinance follows:

Title: "BOND ORDINANCE AUTHORIZING CONSTRUCTION OF STREET DRAINAGE IMPROVEMENTS ON MARLYN TERRACE AND APPROPRIATING TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$237,500) OF BONDS TO FINANCE THE APPROPRIATION, AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS"

Purpose(s): Improvements and Repairs to Street Drainage on Marlyn Terrace

Appropriation: \$250,000

Bonds/Notes Authorized: \$237,500

Grants (if any) Appropriated: N/A

Section 20 Costs: \$20,000

Useful Life: 10 years

Susan G. Robostello, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

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

RESOLUTION NO. R _____ 2016

WHEREAS, the City of Millville and John Warfle entered into a Separation Agreement and General Release bearing a date of May 27, 2016; and

WHEREAS, under said Agreement Mr. Warfle is voluntarily agreeing to his immediate termination and in consideration the City is agreeing to withdraw its preliminary notice of disciplinary action; and

The Board of Commissioners finds that this Agreement is in the best interest of the City.

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

1. The Separation Agreement and General Release dated May 27, 2016 between the City and John Warfle is hereby approved.
2. The Mayor and City Clerk are hereby authorized to execute the agreement.

Moved By:
Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting there of held August 16, 2016.

Susan G. Robostello, City Clerk

Certification Of Availability of Funds

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

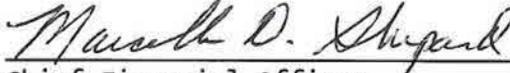
Contract Amount: 20,000.00
Resolution Date: 08/16/16
Resolution Number: A

Vendor: 39233 INSPIRA HLTH NTWRK URGENT CARE
 C/O INSPIRA HLTH MGMT BUS OFF
 1120 DELSEA DRIVE NORTH
 GLASSBORO, NJ 08028

Contract: 16-00052 Occupational Health Services

Account Number	Amount	Department Description
6-01-23-215-000-290	20,000.00	WORKER COMPENSATION INSURANCE
Total	20,000.00	

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



Chief Financial Officer

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

RESOLUTION NO. R _____ 2016

WHEREAS, the Board of Commissioners sought sealed bids under a Request for Proposal for professional occupational health services as necessary for treatment of employees of the City of Millville; and

WHEREAS, Contractor submitted the only bid in response to the Municipality's aforesaid Request For Proposal; and

WHEREAS, the Board of Commissioners desires to retain the services of Contractor; and

WHEREAS, Contractor is experienced and fully capable of providing such services.

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

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

1. The contract between the City of Millville and **Inspira Medical Centers, Inc.** 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

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

**CONTRACT FOR PROFESSIONAL SERVICES
AS AUTHORIZED BY RESOLUTION R____-2016**

THIS AGREEMENT is made this ____ day of _____, 2016 by and between the **City of Millville**, with offices located at 12 South High Street, Post Office Box 609, Millville, New Jersey 08332, hereafter referred to as "Municipality" and **Inspira Medical Centers, Inc.**, with offices located at 1297 W. Landis Avenue, Vineland, New Jersey 08360, hereafter referred to as "Contractor."

W I T N E S S E T H :

WHEREAS, the Board of Commissioners sought sealed bids under a Request for Proposal for professional occupational health services as necessary for treatment of employees of the City of Millville; and

WHEREAS, Contractor submitted the only bid in response to the Municipality's aforesaid Request For Proposal; and

WHEREAS, the Board of Commissioners desires to retain the services of Contractor; and

WHEREAS, the Board of Commissioners has authorized the execution of a contract for professional services with Contractor pursuant to Resolution R____-2016; and

WHEREAS, Contractor is experienced and fully capable of providing such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, it is agreed as follows:

1. **Incorporation of Preamble.** All of the terms of the preamble are incorporated herein and made a part hereof by this reference thereto as if fully set forth.

2. **Scope of Services.** Contractor shall provide professional occupational health services as necessary for the treatment of employees of the Municipality as set forth in the scope of services section of its proposal dated July 22, 2016, a copy of which is annexed hereto as Attachment "D."

3. **Term.** The Board of Commissioners hereby retains the services of the Contractor for a term of one year commencing on July 1, 2016 and terminating on June 30, 2017.

4. **Payment for Work:** Contractor shall be compensated for its services in accordance with the Schedule of Proposed Service Rates and Fees and Lab Testing as set forth in its aforesaid proposal, but shall not exceed the sum of \$20,000.00

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

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

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

7. **Fair and Open Contract.** This contract has been awarded to Contractor under a fair and open process.

8. **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.

9. **Assignment.** The Contractor agrees not to assign or transfer its rights or responsibilities in this contract without the prior written consent of the Municipality. Furthermore, the Contractor 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.

10. **Beneficial Interest.** Nothing in this contract shall be construed to give any rights or benefits in this contract to anyone other than the Municipality and the Contractor. All duties and responsibilities undertaken pursuant to this contract shall be the sole and exclusive benefit of the Municipality and the Contractor and not for the benefit of any other person.

11. **Compliance with Law.** The Contractor shall be required to comply with all applicable Federal, State, County and Local laws during the performance of this contract.

12. **Confidential Information.** The Contractor 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.

13. **Indemnification.** 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.

14. 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) 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."

15. Standard of Care. The Contractor 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 Contractor 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 Municipality based in whole or in part upon the plans, designs, or documents

prepared by the Contractor.

16. **Confidential Information.** The Contractor agrees that it shall not comment 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.

17. **Termination of Contract.** Municipality reserves the right to terminate this Professional Services Contract at any time upon thirty (30) days notice to the Contractor. In the event that the contract is terminated, or the project is abandoned, the Municipality shall be responsible for the payment for all work performed by the Contractor to the point of termination.

18. **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.

19. Notices. All notices to be given shall be given in writing and shall be delivered personally or by registered or certified mail, return receipt requested, as follows:

- (a) If to the City of Millville: Address to Susan G. Robostello, City Clerk Administrator, 12 South High Street, Post Office Box 609, Millville, NJ 08332.
- (b) If to Contractor: Address to Inspira Occupational health Services, Vineland Urgent Care, 1297 W. Landis Avenue, Vineland, New Jersey 08360.

Attest:

Susan G. Robostello, City Clerk

By: _____
Michael Santiago, Mayor

INSPIRA MEDICAL CENTERS, INC.

Witness:

By: _____

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 Laws of the State of New Jersey.

B. General Liability including Products & Completed Operations. With the minimum combined single limit of liability for bodily injury and property damage of One Million Dollars (\$1,000,000.00). Municipality shall be named as an "Additional Insured."

C. Errors and Omissions/Professional Liability. A minimum combined single limit of liability of One Million Dollars (\$1,000,000.00).

D. Automobile Liability. A minimum of Five Hundred Thousand Dollars (\$500,000.00) combined single limit of bodily injury and property damage liability.

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 with the Municipality's prior approval. The maintenance of insurance under this section shall not relieve the Contractor of any liability greater than the limits of scope of the applicable insurance coverage.

RESOLUTION _____

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

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
356	2		536 High St.	16	3	91.86		TAX
				16	4	<u>91.85</u>		TAX
				TOTAL		\$	183.71	
367	12		321 High St.	16	3	\$ 3,116.66		TAX
				16	4	\$ 3,116.54		TAX
367	13		117-119 E. Vine St.	16	3	\$ 940.18		TAX
				16	4	\$ 940.16		TAX
367	18		318 N 2nd St.	16	3	\$ 1,066.32		TAX
				16	4	<u>\$ 1,066.30</u>		TAX
				TOTAL		\$	10,246.16	
376	1		429-431 N 3rd St.	16	3	\$ 520.72		TAX
				16	4	<u>\$ 480.71</u>		TAX
				TOTAL		\$	1,001.43	
376	22		401 N 3rd St.	16	3	\$ 970.77		TAX
				16	4	<u>\$ 875.37</u>		TAX
				TOTAL		\$	1,846.14	
463	5		119-127 E. Main St.	16	3	\$ 277.27		TAX
				16	4	<u>\$ 277.27</u>		TAX
				TOTAL		\$	554.54	

That the following be refunded from the Utility records due to new meter not needed

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
359	2	6557-0	205 E. Broad St.	16	2	\$ 150.00		TAX

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
486	5	11153-0	214 S. 14th St.	16	2	\$ 25.00		WATER
				16	2	\$ (25.00)		SEWER

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
128.03	3	3014-0	30 Porreca Dar	16	3	\$ 30.00	\$ 0.19	WATER
				16	2	\$ 55.00	\$ 1.45	WATER
				16	3	\$ 130.00	\$ 0.84	SEWER
				16	2	\$ 155.00	\$ 4.10	SEWER
346	20	6309-0	1210 E. Broad St.	16	3	\$ 37.00		WATER
447	8	7991-0	8 N 9th St Rear	16	2	\$ 100.56	\$ 1.07	SEWER
				16	2	\$ 10.00		NSF FEE
				16	2	\$ 128.54	\$ 1.39	WATER

104	3	2520-0	229 W. Main St.	16	3	\$	260.00	\$	0.92	SEWER
				16	3	\$	63.50	\$	0.23	WATER
				16	3	\$	10.00			NSF FEE
448	8		8 N 9th St Rear	16	2	\$	1.28	\$	0.02	TAX
567	11	9859-0	504 Brian Ave.	16	2	\$	30.00	\$	0.33	WATER
				16	2	\$	10.00			NSF FEE
				16	2	\$	124.27	\$	1.38	SEWER
				Ovr	Pay	\$	4.02			SEWER
				16	2	\$	10.00			NSF FEE

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
424	6	7650-0	423 Mulberry St.	16	2	\$ (192.50)		WATER

Moved By: _____

Seconded By: _____

VOTING:

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

RESOLUTION NO._____

WHEREAS, Chapter 11, 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:

1. The governing body of the City of Millville hereby authorizes the special assessment against the following properties and the monies owed shall be collected in the same manner as property taxes are assessed and collected pursuant to section 11-6 of the municipal code.

BOARD AND SECURE:

Block 291 Lot 16 801 N 2 nd St (Board and Secure Date 7-22-16) Administrative Fee	172.00 500.00
Block 430 Lot 12 21 N 3 rd St (Board and Secure Date 7-22-16) Administrative Fee	365.50 250.00
Block 411 Lot 1 206 N High St (Board and Secure Date 7-26-16) Administrative Fee	21.50 250.00
Block 431 Lot 22 400 E Main St (Board and Secure Date 8-1-16) Administrative Fee	365.50 250.00
Block 303 Lot 12 315 W Green St (Board and Secure Date 8-1-16) Administrative fee	494.50 250.00
Block 425 Lot 9 525 Mulberry St (Board and Secure Date 8-5-16) Administrative Fee	215.00 250.00

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held August 16, 2016.

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.

Contract Amount: 1,000.00
Resolution Date: 08/16/16
Resolution Number: A

Vendor: 07725 BERGMAN ASSOCIATES
200 EAST MAIN STREET
200 FIRST FEDERAL PLAZA
ROCHESTER, NY 146141909

Contract: 16-00051 Flood Plain Manager

Account Number	Amount	Department Description
6-01-20-165-000-228	1,000.00	ENGINEERING
Total	1,000.00	

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



Chief Financial Officer

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

RESOLUTION NO. R _____ 2016

WHEREAS, the City of Millville desires to retain Bergmann Associates to act as a Certified Floodplain Manager in accordance with a Professional Services Contract which is on file in the office of the City Clerk; and

WHEREAS, the Municipality is awarding this Professional Services Contract based on the merits and abilities of the Consultant to provide professional services and is doing so under a non-fair and open process based upon the \$1,000.00 contract award; and

WHEREAS, the anticipated term of this contract is for one year commencing on September 1, 2016; and

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

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

1. The Contract for Professional Services not to exceed \$1,000.00 is hereby approved.
2. The Mayor and City Clerk are hereby authorized to execute the agreement.
3. The Agreement covers the period from September 1, 2016 to August 31, 2017.

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 there of held August 16, 2016.

Susan G. Robostello, City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made this ____ day of _____, 2016 by and between the City of Millville, a Municipal Corporation of the State of New Jersey, P. O. Box 609, Millville, New Jersey, (hereinafter referred to as "Municipality"), and Bergmann Associates, Architects, Engineers, Landscape Architects and Surveyors, D.P.C., Six Tower Bridge, Suite 430, 181 Washington Street, Conshohocken, PA 19478, (hereinafter referred to as "Consultant").

ARTICLE 1. PURPOSE OF AGREEMENT

The Municipality desires to appoint a Certified Floodplain Manager to provide professional services to the Municipality.

ARTICLE II. SCOPE OF SERVICES

The Consultant shall act as a Certified Floodplain Manager who shall perform services to the Municipality pursuant to local, state, and federal regulations.

1. The Consultant shall be available for consultation as may be required by the Municipality;

2. Consultant agrees that services will be performed by Cleighton Smith, PECFM along with support staff Michael Biamah, Jr., Civil Engineer, Rob Klosowski, Civil Engineer, Marie Dolce, GIS and Pattie Guttenplan.

ARTICLE III. MUNICIPAL RESPONSIBILITY

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

and representatives for meetings, negotiations, or court appearances as requested by the Consultant.

ARTICLE IV. CONSIDERATION AND METHOD OF PAYMENT

The total consideration allocated to the scope of services shall not exceed \$1,000.00 and shall be billed as follows:

CFM	Hourly Rate
Cleighton Smith	\$ 158.87
Support	
Michael Biamah, Jr. Civil Engineer	\$ 72.69
Rob Klosowki, Civil Engineer	\$ 108.08
Maria Dolce, GIS	\$ 94.25
Pattie Guttenplan, Planning	\$ 92.40

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

ARTICLE V. AFFIRMATIVE ACTION

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

ARTICLE VI. AMERICANS WITH DISABILITIES ACT

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

ARTICLE VII. NON-FAIR AND OPEN CONTRACT

This contract has been awarded to Contractor under a non-fair and open process pursuant to Millville City Code § 2-64.3 and also as set forth in the Resolution approving this contract.

ARTICLE VIII. 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 September 1, 2016 to August 31, 2017.

7. **INDEMNIFICATION.**

A. Consultant shall indemnify, and save harmless the Municipality, its elected and appointed officials, its employees, volunteers and others working on behalf of the Municipality, from and against any and all losses, costs, damages or injury including death and/or property loss, a defect in any equipment or materials supplied under this Contract or by any negligent act, omission or error of the Consultant, its employees, SubConsultants or agents or others under the Consultant's Contract. Consultant agrees

to reimburse Municipality for reasonable defense costs, provided however that such obligation is limited to the portion of such costs equal to the percentage of Consultant's liability as ultimately determined to be caused by the willful misconduct or negligence of Consultant using principles of comparative fault.

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. Consultant shall be required to name the Municipality as an "Additional Insured" on the Consultant's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Consultant 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, Consultant 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. 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:

_____ By: _____
Bergmann Associates

ATTACHMENT "A"

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

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Repo9irt

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

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

Name of Company:

Signature:

Name:

Title:

Date:

ATTACHMENT B

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

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

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

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

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

5. It is further agreed and understood that the City assumes no obligation to

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

ATTACHMENT "C"
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 in annual aggregate.

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.

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.

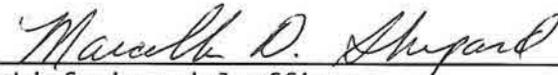
Contract Amount: 45,000.00
Resolution Date: 08/16/16
Resolution Number: A

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

Contract: 15-00050 Special Labor Conflict Counsel

Account Number	Amount	Department Description
6-01-20-155-000-227	10,000.00	LEGAL SERVICES & COSTS
Total	10,000.00	

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



Chief Financial Officer

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

RESOLUTION NO.

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

WHEREAS, said Contract was amended by the First Amendment to the Professional Services Contract adopted by Resolution No. R115-2016 on April 5, 2016; and

WHEREAS, said Contract was amended by Second Amendment to the Professional Services Contract adopted by Resolution No. R221-2016 adopted on July 5, 2016; and

WHEREAS, Consultant has now exhausted the original Contract award as well as the Amended Contract award and is continuing to provide legal services to the Municipality in a number of ongoing matters; and

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

WHEREAS, the Municipality finds it necessary to amend the aforesaid Professional Services contract a third time to insure its interests are properly represented in the aforesaid pending labor law proceedings involving the Municipality; and

WHEREAS, the Municipality finds it necessary to amend the aforesaid Professional Service Contract a second time to ensure its interests are properly represented in a number of special labor law proceedings involving the Municipality; and

WHEREAS, the Municipality in this instance finds that it is necessary to award this Third Amendment to Professional Services Contract on a non-fair and open basis as permitted by Millville City Code §2-64.3 based upon the fact that Consultant is already familiar with the aforesaid legal proceedings which are already in suit; and

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

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

1. The Third Amendment to the Professional Services Contract is hereby approved in an additional amount not to exceed \$10,000.00.

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

Moved By:
Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting there of held August 16, 2016.

Susan G. Robostello, City Clerk

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

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

WHEREAS, said Contract was amended by the First Amendment to the Professional Services Contract adopted by Resolution No. R115-2016 on April 5, 2016; and

WHEREAS, said Contract was amended by Second Amendment to the Professional Services Contract adopted by Resolution No. R221-2016 adopted on July 5, 2016; and

WHEREAS, the Consultant has now exhausted the original Contract award as well as the Amended Contracts award and yet is continuing to provide legal services to the Municipality on a number of pending labor law matters; and

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

WHEREAS, the Municipality finds it necessary to amend the aforesaid Professional Service Contract a third time to ensure its interests are properly represented in a number of special labor law proceedings involving the Municipality; and

WHEREAS, the Municipality in this instance finds that it is necessary to award this Third Amendment to Professional Services Contract on a non-fair and open basis as

permitted by Millville City Code §2-64.3 based upon the fact that Consultant is already familiar with the aforesaid legal proceedings which are already in suit; and

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

1. **ARTICLE IV** is hereby amended to provide that Consultant will be allocated an additional consideration not to exceed \$10,000.00 over and above the \$35,000.00 already awarded. Consultant's services will continue to be billed at the rate of \$130.00 per hour. Billing likely to exceed said amount shall require further authorization.

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

2. All other terms and conditions contained in the original Professional Services Contract as amended by the First and Second Amendments thereto not inconsistent with the terms set forth above shall remain in full force and effect.

CITY OF MILLVILLE

By: _____
Michael Santiago, Mayor

ATTEST:

Susan G. Robostello, City Clerk

BARKER, GELFAND AND JAMES

By: _____
Todd J. Gelfand, Esquire

WITNESS:

RESOLUTION NO. _____

WHEREAS, Chapter 11, 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:

1. 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 11-6 of the municipal code.

CUT & CLEAN:

Block 397 Lot 7 534-536 N 8 th Street (Clean Up date 7/26/16)	240.00
Administrative Fee	250.00
Block 375 Lot 18 422 N 5 th Street (Clean Up date 7/27/16)	90.00
Administrative Fee	500.00
Block 423 Lot 3 323 Mulberry Street (Clean Up date 7/29/16 & 8/1/16)	150.00
Administrative Fee	250.00
Block 434 Lot 18 115 N 6 th Street (Clean Up date 8/1/16)	120.00
Administrative Fee	500.00
Block 436 Lot 16 103 N 8 th Street (Clean Up date 8/1/16 & 8/2/16)	150.00
Administrative Fee	500.00
Block 527 Lot 3 25 Garfield Street (Clean Up date 8/2/16)	120.00
Administrative Fee	250.00
Block 300 Lot 4 310 W Green Street (Clean Up date 8/3/16)	150.00
Administrative Fee	250.00
Block 536 Lot 24 608 Whitall Ave (Clean Up date 8/3/16)	90.00
Administrative Fee	250.00
Block 293 Lot 24 626-628 N 3 rd Street (Clean Up date 8/4/16)	240.00
Administrative Fee	250.00
Block 330 Lot 7 711 N 3 rd Street	

(Clean Up date 8/5/16)	240.00
Administrative Fee	500.00
Block 431 Lot 23	
9 N 4 th Street	
(Clean Up date 8/8/16)	120.00
Administrative Fee	250.00

Moved By:
 Seconded By:

VOTING

Michael Santiago

 Lynne Porreca Compari
 David W. Ennis
 Joseph Sooy

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting there of held August 16, 2016.

 Susan G. Robostello, City Clerk

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

RESOLUTION NO. R _____ 2016

WHEREAS, the Board of Commissioners of the City of Millville conducted closed sessions on August 4, 2015 and February 2, 2016 for the purpose of discussing the then pending lawsuit entitled City of Millville ~vs~ Richard Abbott, et al, under docket number CUM-L-473-14 with the Board's special litigation attorney, Theodore Ritter, Esquire; and

WHEREAS, said lawsuit has now been settled; and

WHEREAS, the Board of Commissioners believes it to be in the best interest of the City to release the audio recordings of said meetings to the public; and

WHEREAS, in order to release the aforesaid audio recordings, it will be necessary for the Board of Commissioners to waive its attorney/client privilege;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE, THAT the Board hereby waives its attorney/client privilege and authorizes the release to the public of the audio recordings for the aforesaid closed sessions in the matter of City of Millville ~vs~ Richard Abbott, et al.

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 there of held August 16, 2016.

Susan G. Robostello, City Clerk

Certification of Availability of Funds

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

Contract Amount: 28,606.50
Resolution Date: 08/16/16
Resolution Number: A

Vendor: 92260 CHAS. S. WINNER, INC.
250 BERLIN ROAD
CHERRY HILL, NJ 08034

Contract: 16-00053 Purchase 2017 Ford F350
Extended Cab 4WD Pickup Truck

Account Number	Amount	Extd Description
C-04-71-116-029-401	28,606.50	ORD 29-2016 ACQ OF PUBLIC SAFETY EQUIPM
Total	28,606.50	

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



Chief Financial Officer

RESOLUTION NO. _____

WHEREAS, the City of Millville, as a contracting unit may, without advertising for bids, purchase any materials, supplies, services or equipment under any contract or contracts entered into by the NJ Division of Purchase and Property in the Department of the Treasury, for such materials, supplies, services or equipment pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, the City of Millville has a need to purchase a Vehicle for the Fire Department; and

WHEREAS, it is desirable for the City of Millville to utilize these state contracts as needed and when it is in the best interest of the City to do so; and

WHEREAS, purchases made utilizing state contracts meet the requirements of using a fair and open process; and

WHEREAS, aggregate purchases from this vendor during the next twelve months will exceed \$40,000,

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

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

1. Authorize the purchase of 2017 Ford F350 Extended Cab, 4WD Pickup Truck from Chas. S. Winner, Inc., 250 Berlin Road, Cherry Hill, NJ 08034 for \$28,606.50.

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 August 16, 2016.

Susan G. Robostello, City Clerk

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

RESOLUTION NO. R _____-2016

WHEREAS, **Atlantic City Electric Company**, a New Jersey Corporation, has requested the City enter into a Utility Easement Agreement for the purpose of allowing Atlantic Electric to provide electrical service and other work to a communications tower located on the City property at 420 Buck Street;

WHEREAS, the City entered into a Land Lease Agreement as well as First and Second Amendments thereto that would permit **TowerCo 2013 LLC** to utilize the tower for cellular telephone services;

WHEREAS, the said Towerco has agreed to further amend its Land Lease so as to provide an indemnification provision in favor of the City for any injury, loss, damage or liability arising out of the use of City premises by Atlantic City Electric;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Millville, County of Cumberland and State of New Jersey that:

1. The Board of Commissioners of the City of Millville hereby approve the Utility Easement Agreement between the said Atlantic City Electric Company and the Municipality;

2. That the Mayor and City Clerk are hereby authorized to execute the said Utility Easement Agreement.

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 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.

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

RESOLUTION NO. R _____-2016

WHEREAS, the Municipality previously entered into a Land Lease Agreement dated July 27, 2015 for the lease of the City of its premises for the purpose of New Cingular Wireless PCS, LLC to operate a cellular phone tower on City premises as approved by Resolution No. _____ adopted on _____;

WHEREAS, that Agreement was amended by First Amendment to Land Lease Agreement dated February 22, 2016 as approved by Resolution No. _____ adopted on _____;

WHEREAS, Atlantic City Electric Company has requested that the City sign a Utility Easement Agreement allowing it to provide electrical service and other services to the subject property in connection with TowerCo 2013 LLC's cellular phone project as the successor to New Cingular Wireless PCS, LLC;

WHEREAS, **TowerCo 2013 LLC** has agreed to add an additional indemnification provision under which it would indemnify the City from any liability or loss arising directly or indirectly from the use of the City property at 420 Buck Street by Atlantic City Electric Company.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Millville, County of Cumberland and State of New Jersey, that:

1. The Second Amendment to Land Lease Agreement between the City of Millville and TowerCo 2013 LLC is hereby approved;
2. That the Mayor and City Clerk are hereby authorized to execute the said Utility Easement Agreement.

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 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. R _____ 2016

WHEREAS, the Board of Commissioners finds that the area of Marlyn Terrace as well as adjoining properties located on West Main Street have suffered for years from flooding and inadequate drainage; and

WHEREAS, the City Engineer has investigated the cause of the flooding and has made certain recommendations to the Board of Commissioners to improve storm water drainage; and

WHEREAS, it will be necessary for the City to obtain easements from property owners allowing the construction, improvement and/or repair of drainage facilities in the area; and

WHEREAS, the City Engineer has identified a number of property owners from whom the City will require storm water easements;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE, THAT the following Easement Agreements are hereby approved:

1. Block 32, Lot 83 - 1518 W. Main Street
Block 32, Lot 85 - 1522 W. Main Street
Block 32, Lot 86 - 1530 E. Main Street
Block 32, Lot 95 - 11 Marlyn Terrace
Block 32, Lot 96 - 9 Marlyn Terrace
2. The City Solicitor is hereby to record said Easements with the County Clerk's Office.

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 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

Prepared by:

Brock D. Russell, Esquire

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Grantor**, Susanne Battistini, Milan Jurich, Jr. and Ralph Jurich as Executors of the Estate of Milan Jurich, deceased, 9 Marlyn Terrace, City of Millville, County of Cumberland, New Jersey, the owner of the premises affected by the easements described herein in the City of Millville, County of Cumberland, State of New Jersey, for and in consideration of the sum of \$1.00 and other good and valuable consideration, paid by the **Grantee**, the City of Millville, a body politic of the State of New Jersey, the receipt of which is hereby acknowledged, does hereby give, grant and quitclaim unto the Grantee as easement upon Lot 96 in Block 32 on the Tax Map of the City of Millville described as follows:

DESCRIPTION:

See legal description prepared by Robert H. Thomas, Sr., Professional Land Surveyor, dated July 27, 2016 attached hereto as Exhibit "A".

The said Mary Jurich departed this life on 5/23/12 vesting title to said property to Milan Jurich.

The said Milan Jurich departed this life on 5/3/15.

To have and to hold the said easement for the construction, improvement, maintenance, operation and repair of storm water drainage facilities unto the Grantee City of Millville, for public purposes, and the Grantor hereby dedicates its interest in said

Signed, sealed and delivered
in the presence of:

Witness

Ralph Jurich, Executor
Estate of Milan Jurich

STATE OF NEW JERSEY)
) SS
COUNTY OF CUMBERLAND)

BE IT REMEMBERED, that on this day of , 2016, before me the undersigned authority, personally appeared Ralph Jurich, who acknowledged under oath to my satisfaction, that this person is named in and personally signed this document; signed, sealed and delivered this document as their act and deed; and made this Easement for the consideration of \$1.00 as full and actual consideration paid or to be paid for the transfer of title is \$1.00. All of which is hereby certified.

(Notary)

EXHIBIT "A"

STORM DRAINAGE EASEMENT
MILAN and MARY JURICH
TO
THE CITY OF MILLVILLE
BLOCK 32, LOT 96
CITY OF MILLVILLE

BEING A STRIP of land situate in Block 32, Lot 96 being ten (10.0) feet in width for the purpose of construction, reconstruction and maintenance of an interconnecting storm sewer line, said strip of land being more fully described as follows:

BEGINNING at a point in the Easterly right of way line of Marlyn Terrace (50.0 feet wide) at its intersection with the northwesterly corner of Lot 96, Block 32 as shown on the Official Tax Map of the City of Millville as approved on January 15th, 2002 and runs from thence;

1. along the Northerly property line of said Lot 96, South 69 degrees 45 minutes East, 130.00 feet to the Easterly line of said Lot 96; thence
2. along said Easterly line of Lot 96, South 20 degrees 15 minutes East, 10.00 feet to a point for a corner; thence; thence
3. entering into and running through said Lot 96, North 69 degrees 45 minutes West, 130.00 feet to the Westerly line of said Lot 96; thence
4. along the Easterly line of the aforesaid Marlyn Terrace, North 20 degrees 15 minutes West, 10.00 feet to the point and place of BEGINNING.

CONTAINING 1,300 square feet of land be the same more or less.

DATED: July 27, 2016

Robert H. Thomas, Sr.
Professional Land Surveyor
N.J. Lic. No. 20371

Prepared by:

Brock D. Russell, Esquire

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Grantor**, Robin V. Hitchner and Summer L. Hitchner residing at 1518 West Main Street, City of Millville, County of Cumberland, New Jersey, the owner of the premises affected by the easements described herein in the City of Millville, County of Cumberland, State of New Jersey, for and in consideration of the sum of \$1.00 and other good and valuable consideration, paid by the **Grantee**, the City of Millville, a body politic of the State of New Jersey, the receipt of which is hereby acknowledged, does hereby give, grant and quitclaim unto the Grantee, an easement upon Lot 83 in Block 32 on the Tax Map of the City of Millville described as follows:

DESCRIPTION:

See legal description prepared by Robert H. Thomas, Sr., Professional Land Surveyor, dated July 27, 2016 attached hereto as Exhibit "A".

To have and to hold the said easement for the construction, improvement, maintenance, operation and repair of storm water drainage facilities unto the Grantee City of Millville, for public purposes, and the Grantor hereby dedicates its interest in said easement to public use for such purposes.

IN WITNESS WHEREOF the said grantors have hereunto affixed their hands and seals

on this ____ day of _____, 2016.

Signed, sealed and delivered
in the presence of:

Witness

Robin V. Hitchner

Signed, sealed and delivered
in the presence of:

Witness

Summer L. Hitchner

STATE OF NEW JERSEY)
 SS
COUNTY OF CUMBERLAND)

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me the undersigned authority, personally appeared Robin V. Hitchner and Summer L. Hitchner, who acknowledged under oath to my satisfaction, that this person is named in and personally signed this document; signed, sealed and delivered this document as their act and deed; and made this Easement for the consideration of \$1.00 as full and actual consideration paid or to be paid for the transfer of title is \$1.00. All of which is hereby certified.

(Notary)

EXHIBIT "A"

STORM DRAINAGE EASEMENT
ROBIN V. & SUMMER L. HITCHNER
TO
THE CITY OF MILLVILLE
BLOCK 32, LOT 83
CITY OF MILLVILLE

BEING A 20.0 FOOT WIDE STRIP of land situate in Block 32, Lot 83 lying ten (10.0) feet on each side of the below described line for the purpose of construction, reconstruction and maintenance of an interconnecting storm sewer line:

COMMENCING at a point in the westerly line of land of Edward Mancus at its intersection with the southeasterly corner of Lot 95, Block 32 and the northeasterly corner of Lot 96, Block 32 as shown on the Official Tax Map of the City of Millville as approved on January 15th, thence entering into and running through said Lots 85 & 86, South 69 degrees 45 minutes East, 289.52 feet to the Easterly line of said Lot 83 and the point of BEGINNING; thence

1. entering into and running through said Lot 83, South 69 degrees 45 minutes East, 161.60 feet to the Easterly line of said Lot 83 and there to end.

CONTAINING 3,232.0 square feet of land be the same more or less.

DATED: July 27, 2016

Robert H. Thomas, Sr.
Professional Land Surveyor
N.J. Lic. No. 20371

Prepared by:

Brock D. Russell, Esquire

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Grantor**, Karen Cugino residing at 1522 West Main Street, City of Millville, County of Cumberland, New Jersey, the owner of the premises affected by the easements described herein in the City of Millville, County of Cumberland, State of New Jersey, for and in consideration of the sum of \$1.00 and other good and valuable consideration, paid by the **Grantee**, the City of Millville, a body politic of the State of New Jersey, the receipt of which is hereby acknowledged, does hereby give, grant and quitclaim unto the Grantee, as easement upon Lot 85 in Block 32 on the Tax Map of the City of Millville described as follows:

DESCRIPTION:

See legal description prepared by Robert H. Thomas, Sr., Professional Land Surveyor, dated July 27, 2016 attached hereto as Exhibit "A".

To have and to hold the said easement for the construction, improvement, operation and repair of storm water drainage facilities unto the Grantee City of Millville, for public purposes, and the Grantor hereby dedicates its interest in said easement to public use for such purposes.

IN WITNESS WHEREOF the said grantors have hereunto affixed their hands and seals

on this _____ day of _____, 2016.

Signed, sealed and delivered
in the presence of:

Witness

Karen Cugino

STATE OF NEW JERSEY)
 SS
COUNTY OF CUMBERLAND)

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me the undersigned authority, personally appeared Karen Cugino, who acknowledged under oath to my satisfaction, that this person is named in and personally signed this document; signed, sealed and delivered this document as their act and deed; and made this Easement for the consideration of \$1.00 as full and actual consideration paid or to be paid for the transfer of title is \$1.00. All of which is hereby certified.

(Notary)

EXHIBIT "A"

STORM DRAINAGE EASEMENT
KARIN CUGINO
TO
THE CITY OF MILLVILLE
BLOCK 32, LOT 85
CITY OF MILLVILLE

BEING A 20.0 FOOT WIDE STRIP of land situate in Block 32, Lot 85 lying ten (10.0) feet on each side of the below described line for the purpose of construction, reconstruction and maintenance of an interconnecting storm sewer line:

COMMENCING at a point in the westerly line of land of Edward Mancus at its intersection with the southeasterly corner of Lot 95, Block 32 and the northeasterly corner of Lot 96, Block 32 as shown on the Official Tax Map of the City of Millville as approved on January 15th, thence entering into and running through said Lot 85, South 69 degrees 45 minutes East, 139.52 feet to the Easterly line of said Lot 85 and the point of BEGINNING; thence

1. entering into and running through said Lot 85, South 69 degrees 45 minutes East, 150.00 feet to the Easterly line of said Lot 85 and there to end.

CONTAINING 3,000.00 square feet of land be the same more or less.

DATED: July 27, 2016

Robert H. Thomas, Sr.
Professional Land Surveyor
N.J. Lic. No. 20371

Prepared by:

Brock D. Russell, Esquire

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Grantor**, Edward Mancus residing at 1530 West Main Street, City of Millville, County of Cumberland, New Jersey, the owner of the premises affected by the easements described herein in the City of Millville, County of Cumberland, State of New Jersey, for and in consideration of the sum of \$1.00 and other good and valuable consideration, paid by the **Grantee**, the City of Millville, a body politic of the State of New Jersey, the receipt of which is hereby acknowledged, does hereby give, grant and quitclaim unto the Grantee, an easement upon Lot 86 in Block 32 on the Tax Map of the City of Millville described as follows:

DESCRIPTION:

See legal description prepared by Robert H. Thomas, Sr., Professional Land Surveyor, dated July 27, 2016 attached hereto as Exhibit "A".

To have and to hold the said easement for the construction, improvement, maintenance, operation and repair of storm water drainage facilities unto the Grantee City of Millville, for public purposes, and the Grantor hereby dedicates its interest in said easement to public use for such purposes.

IN WITNESS WHEREOF the said grantors have hereunto affixed their hands and seals
on this ____ day of _____, 2016.

Signed, sealed and delivered
in the presence of:

Witness

Edward Mancus

STATE OF NEW JERSEY)
 SS
COUNTY OF CUMBERLAND)

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me the undersigned authority, personally appeared Edward Mancus, who acknowledged under oath to my satisfaction, that this person is named in and personally signed this document; signed, sealed and delivered this document as their act and deed; and made this Easement for the consideration of \$1.00 as full and actual consideration paid or to be paid for the transfer of title is \$1.00. All of which is hereby certified.

(Notary)

EXHIBIT "A"

STORM DRAINAGE EASEMENT
EDWARD MANCUS
TO
THE CITY OF MILLVILLE
BLOCK 32, LOT 86
CITY OF MILLVILLE

BEING A 20.0 FOOT WIDE STRIP of land situate in Block 32, Lot 86 lying ten (10.0) feet on each side of the below described line for the purpose of construction, reconstruction and maintenance of an interconnecting storm sewer line:

BEGINNING the point in the westerly line of land of Edward Mancus at its intersection with the southeasterly corner of Lot 95, Block 32 and the northeasterly corner of Lot 96, Block 32 as shown on the Official Tax Map of the City of Millville as approved on January 15th, 2002 and runs from thence;

1. entering into and running through said Lot 86, South 69 degrees 45 minutes East, 139.52 feet to the Easterly line of said Lot 86 and there to end.

CONTAINING 2,790.4 square feet of land be the same more or less.

DATED: July 27, 2016

Robert H. Thomas, Sr.
Professional Land Surveyor
N.J. Lic. No. 20371

Prepared by:

Brock D. Russell, Esquire

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Grantor**, Lillian Bruno residing at 11 Marlyn Terrace, City of Millville, County of Cumberland, New Jersey, the owner of the premises affected by the easements described herein in the City of Millville, County of Cumberland, State of New Jersey, for and in consideration of the sum of \$1.00 and other good and valuable consideration, paid by the **Grantee**, the City of Millville, a body politic of the State of New Jersey, the receipt of which is hereby acknowledged, does hereby give, grant and quitclaim unto the Grantee, as easement upon Lot 95 in Block 32 on the Tax Map of the City of Millville described as follows:

DESCRIPTION:

See legal description prepared by Robert H. Thomas, Sr., Professional Land Surveyor, dated July 27, 2016 attached hereto as Exhibit "A".

To have and to hold the said easement for the construction, improvement, maintenance, operation and repair of storm water drainage facilities unto the Grantee City of Millville, for public purposes, and the Grantor hereby dedicates its interest in said easement to public use for such purposes.

IN WITNESS WHEREOF the said grantors have hereunto affixed their hands and seals
on this ____ day of _____, 2016.

Signed, sealed and delivered
in the presence of:

Witness

Lillian Bruno

STATE OF NEW JERSEY)
 SS
COUNTY OF CUMBERLAND)

BE IT REMEMBERED, that on this day of , 2016, before me the undersigned authority, personally appeared Lillian Bruno, who acknowledged under oath to my satisfaction, that this person is named in and personally signed this document; signed, sealed and delivered this document as their act and deed; and made this Easement for the consideration of \$1.00 as full and actual consideration paid or to be paid for the transfer of title is \$1.00. All of which is hereby certified.

(Notary)

EXHIBIT "A"

STORM DRAINAGE EASEMENT
LILLIAN BRUNO
TO
THE CITY OF MILLVILLE
BLOCK 32, LOT 95
CITY OF MILLVILLE

BEING A STRIP of land situate in Block 32, Lot 95 being ten (10.0) feet in width for the purpose of construction, reconstruction and maintenance of an interconnecting storm sewer line, said strip of land being more fully described as follows:

BEGINNING at a point in the Easterly right of way line of Marlyn Terrace (50.0 feet wide) at its intersection with the southwesterly corner of Lot 95, Block 32 as shown on the Official Tax Map of the City of Millville as approved on January 15th, 2002 and runs from thence;

1. along the said Easterly right of way line of Marlyn Terrace, North 20 degrees 15 minutes East, 10.00 feet to a point for a corner; thence
2. entering into and running through said Lot 95, South 69 degrees 45 minutes East, 130.00 feet to the Easterly line of said Lot 95; thence
3. along said Easterly line of Lot 95, South 20 degrees 15 minutes West, 10.00 feet to the Southeasterly corner of Lot 95; thence
4. along the Southerly property line of said Lot 95, North 69 degrees 45 minutes West, 130.00 feet to the point and place of BEGINNING.

CONTAINING 1,300 square feet of land be the same more or less.

DATED: July 27, 2016

Robert H. Thomas, Sr.
Professional Land Surveyor
N.J. Lic. No. 20371

Prepared by:

Brock D. Russell, Esquire

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Grantor**, Susanne Battistini, Milan Jurich, Jr. and Ralph Jurich as Executors of the Estate of Milan Jurich, deceased, 9 Marlyn Terrace, City of Millville, County of Cumberland, New Jersey, the owner of the premises affected by the easements described herein in the City of Millville, County of Cumberland, State of New Jersey, for and in consideration of the sum of \$1.00 and other good and valuable consideration, paid by the **Grantee**, the City of Millville, a body politic of the State of New Jersey, the receipt of which is hereby acknowledged, does hereby give, grant and quitclaim unto the Grantee as easement upon Lot 96 in Block 32 on the Tax Map of the City of Millville described as follows:

DESCRIPTION:

See legal description prepared by Robert H. Thomas, Sr., Professional Land Surveyor, dated July 27, 2016 attached hereto as Exhibit "A".

The said Mary Jurich departed this life on 5/23/12 vesting title to said property to Milan Jurich.

The said Milan Jurich departed this life on 5/3/15.

To have and to hold the said easement for the construction, improvement, maintenance, operation and repair of storm water drainage facilities unto the Grantee City of Millville, for public purposes, and the Grantor hereby dedicates its interest in said

REQUEST FOR PROPOSALS
FOR THE CITY OF MILLVILLE, NEW JERSEY
BANKING SERVICES

ISSUE DATE: August 17, 2016

DUE DATE: September 13, 2016

Send Responses to:

**Regina Burke, QPA
Purchasing Agent
12 S. High Street
P.O. Box 609
Millville, NJ 08332**

REQUESTS FOR PROPOSALS FOR BANKING SERVICES

PART I

INSTRUCTIONS TO VENDORS

1.0 PURPOSE

The intent of this Request for Proposals (RFP) and resulting contract is to obtain various banking services for the City of Millville (The City). Banking institutions responding to this RFP should have extensive experience and a knowledgeable background and qualifications in the provision of the services described herein. Proposals shall include a description of the services, rates of interest, and other details in response to the minimum requirements set forth herein. Beyond these minimum requirements, banks are encouraged to include optional and/or supplemental proposals to the RFP that would enhance the City's ability to perform its banking functions. The City recognizes the expertise, creativity, and innovation that exists within the industry and encourages the industry to respond accordingly.

The banking institution selected as a result of this process shall, subject to the maintenance of services and standards as determined by the City, remain the principal bank for the City for a period of at least two (2) years from designation. At the conclusion of one (1) year's activity, the banking relationship and level of service will be reviewed, and the City's Chief Financial Officer may make a recommendation as to the need and/or merits of reconducting the RFP process.

The City recognizes the unique nature of banking relationships and the need to maintain our level of service. The City will be guided by these principles and seeks to establish a banking relationship that yields the highest level of service and interest, at the lowest administrative cost, with the greatest amount of flexibility. Proposals should ensure that no funds go uninvested for any period of time.

Despite any language contained herein to the contrary, this RFP does not constitute a bid and is intended solely to obtain competitive proposals from which the City may choose a contractor(s) that best meet(s) the City's needs. It is the City's intent that no statutory, regulatory, or common law bidding requirement apply to this RFP. The City intends to award this contract pursuant to N.J.S.A. 17:9-9

2.0 BACKGROUND INFORMATION

The City is a large city, comprising approximately 44 square mile in area, in the State of New Jersey. As such, the City, besides having the typical characteristics associated with operating a \$31.5 million dollar municipal budget, also operates a \$6.2 million dollar sewer utility budget and a \$3.6million dollar water utility budget. In addition, the City also maintains the requisite trust funds and other funds as required by the State of New Jersey.

The City's required banking services can be characterized as follows:

1. Typical business banking services
2. Employee/consumer services
3. Trust services
4. Short-term investments as allowed by New Jersey statute

The City's cash flow is generally regular and standardized. On the revenue side, the City collects the majority (approximately 80%) of its annual municipal budget revenue four (4) times per year, on February 1, May 1, August 1, and November 1. The balance of these funds are received over the course of the year. The City's utilities bill their customers quarterly but on a rolling basis so every

month a quarter of the City has a utility bill due. However, as a result of customer usage, the revenue stream experiences peaks that correspond to the periods of greatest demand for water, such as during the summer months. The City currently accepts credit card payments for taxes, water and sewer utility charges.

On the expenditure side, the City disburses the majority of its funds on a biweekly basis. Exceptions do occur to this schedule.

The City maintains several types of interest-bearing accounts, more fully described in the Exhibits to this RFP. Transactions currently processed through these accounts are as follows. Note: The dollar values and/or quantities stated herein are given as a general guide; they are not guaranteed amounts, but they represent the best estimates of the City.

Total bank accounts of the City consist of approximately 15 accounts. Ten of these accounts support the day-to-day operations of the city. (See Exhibit A.) The most significant activity occurs in the accounts listed below.

Current Account – This is the primary checking account through which the City's expenditures and revenues are processed. Accounts payable disbursements average approximately 175 per month, not including wire payments which average 15 per month.

Net Payroll Account – This account is used for payroll, payroll taxes and deductions. All payroll with few exceptions will be Direct deposit transactions. Payroll is biweekly with approximately 200 direct deposits transactions.

Water Account – This account is used for revenue and expenditures for the City's Water Utility. Accounts payable disbursements average approximately 30 per month.

Sewer Account - This account is used for revenue and expenditures for the City's Sewer Utility. Accounts payable disbursements average approximately 30 per month.

There are 13 trust accounts, including for Community Development Programs, one of which is a Developer's Escrow Account. Some of the trust accounts are required to be maintained by covenants contained in grant agreements that the City has with various state and federal agencies. They also include the City's self-insurance funds. (See Exhibit C)

Other accounts of the City include various operating accounts for the Municipal Court, Bail Account, and the Tax Collector's Office that are outside the Department of Finance of the City. (See Exhibit D)

3.0 COMPLIANCE WITH LAWS

The successful bank(s) shall comply with all applicable federal, state and local statutes, rules, and regulations.

4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS

4.1 SUBMISSION OF PROPOSALS

Six (6) copies of the sealed proposal, **INCLUSIVE OF ALL INFORMATION** required in Part II, Proposal Requirements, must be provided to the Purchasing Board of the City of Millville, 12 South High St. until September 13, 2016 at 10:00 AM local prevailing time, when proposals are scheduled to be publicly opened and read aloud. Any proposals received after said opening, whether by mail or otherwise, will be returned unopened. Proposals should be provided in a sealed envelope with the title of “City of Millville Banking RFP” clearly marked on the outside. It is recommended that each proposal package be hand delivered. The City assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. Submission by fax or telephone is **NOT PERMITTED**. This proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5.

Contracts for services will be provided by the City’s Solicitor. If your bank has a proposed form of contract, please supply a copy with your proposal.

4.2 QUESTIONS/INQUIRIES REGARDING REQUEST FOR PROPOSALS

Any questions or inquiries regarding this RFP must be made in writing to Ms. Regina Burke, Qualified Purchasing Agent. Inquiries may be faxed to (856)825-7988 or emailed to regina.burke@millvillenj.gov

4.3 ADDENDA/REVISIONS TO REQUEST FOR PROPOSALS

Addenda/revisions to this RFP shall be provided to all banks who have received this proposal.

5.0 INSURANCE

The successful bank(s) must provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this RFP.

5.1 PROFESSIONAL LIABILITY

\$5,000,000.00 error and omissions per occurrence

5.2 WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY

Statutory coverage for New Jersey
\$100,000.00 employer’s liability
Broad-form all-states endorsements

5.3 GENERAL LIABILITY

\$5,000,000.00 general liability per occurrence. The City shall be named as additional insured with respect to general liability.

5.4 AUTO LIABILITY

\$1,000,000.00 per occurrence / \$1,000,000.00 aggregate. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

5.5 ADDITIONAL COVERAGE

The successful banking institution shall provide any and all additional insurance coverages that may be usual and customary in the banking industry, with limits reasonably sufficient to cover all activities to be performed pursuant to this RFP and the resulting contract, including, but not limited to, armored car service.

Prior to commencing work under contract, the successful banks(s) shall furnish the City with a certificate of insurance as evidence that it has procured the insurance coverage required herein. Banks must give the City a sixty-day notice of cancellation, nonrenewal, or change in insurance coverage.

6.0 INDEMNIFICATION

The selected bank(s) shall defend, indemnify, and hold harmless the City, its officers, agents, and employees from any and all claims and costs of any nature, whether for personal injury, property damage, or other liability arising out of or in any way connected with the bank's negligent acts or omissions under this agreement. Also, the selected bank(s) shall include the City as an additional insured on their respective policy(s).

7.0 MISCELLANEOUS REQUIREMENTS

- 7.1 The City will not be responsible for any expenses incurred by any bank in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the bank's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 7.2 The contents of the proposal submitted by the successful bank(s) and this RFP may become part of the contract for these services. The successful bank(s) will be expected to sign said contract with the City.
- 7.3 The City reserves the right to reject any and all proposals received by reason of this RFP, or to negotiate separately in any manner necessary to serve the best interests of the City. Banks whose proposals are not accepted will be notified in writing.
- 7.4 Any selected bank is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without prior written consent of the City.

8.0 CRITERIA FOR EVALUATION OF PROPOSALS

- 8.1 Proven record of experience in providing the services detailed herein
- 8.2 Ability to provide services in a timely manner
- 8.3 Personnel qualifications (i.e., resumes of key personnel who will be responsible for the work)
- 8.4 References (satisfaction of former and current clients)
- 8.5 Overall completeness, clarity, and quality of submission
- 8.6 Scope of services (i.e., price proposal) and both gross and net cost of those services

9.0 PROCEDURE FOR EVALUATION OF PROPOSALS

The City CFO and Purchasing Agent, with the assistance of the City's Administrator, Director of Revenue and Finance and legal counsel, will evaluate each submission, and selection will be made upon the basis of the criteria listed below:

- 9.1 All proposals shall be evaluated for: (1) compliance with the minimum requirements stated in the Request for Proposal and (2) the relative benefits and deficiencies of the proposal as compared to other proposals. Any contract award shall be based upon the proposal that provides the maximum benefit to the City while insuring reliable and effective service.
- 9.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the City, to clarify or verify the banking institution's proposal and to develop a comprehensive assessment of the proposal.
- 9.3 The City reserves the right to consider historical information and fact, whether gained from the proposal, question-and-answer conferences, references, or any other source, in the evaluation process.

The banking institution is cautioned that it is the bank's sole responsibility to submit information related to the evaluation categories, and that the City is under no obligation to solicit such information if it is not included with the bank's proposal. Failure of the bank to submit such information may cause an adverse impact on the evaluation of the submitted proposal.

PART II

PROPOSAL REQUIREMENTS

Vendors are requested to propose banking services for the City.

FORMAT

To assure consistency, responses must conform to the following format:

- A. Scope of Services
- B. Resume
- C. Facilities
- D. Conflict of Interest
- E. Fees
- F. Form of Contract
- G. Other Information
- H. Proposer's Warranty

All sections are to be addressed and specifically referenced.

The following explains what we expect in each of the major sections.

SECTION A – SCOPE OF SERVICES

1. GENERAL REQUIREMENTS

- 1.1 The banking institution must provide professional and reliable banking and related accounting services pursuant to the specifications contained herein.
- 1.2 All services shall be provided on an as-needed, if-needed basis to the sole satisfaction of the City.
- 1.3 The banking institution shall conduct all activities/services according to all applicable federal, state, and local laws, rules, and regulations for the duration of its relationship with the City. It is incumbent on the institution to be knowledgeable of all laws, regulations, and standards applicable to New Jersey municipal governments.
- 1.4 The institution must maintain all applicable federal, state and local government registrations and must remain in good standing with the State of New Jersey, as may be required by law or regulation.
- 1.5 The City reserves the right to terminate its banking relationship or agreements, or otherwise withdraw funds from any banking institution doing business with the City as a result of this Request for Proposal, at any time, for the convenience of the City, without penalty or recourse.
- 1.6 The City reserves the right to reject all proposals resulting from this RFP and/or to make partial awards if, in the judgment of the City, such partial awards would be in the best interest of the government.

1.7 Institutions submitting proposals must possess a current GUDPA certification.

1.8 Institutions submitting proposals should provide their current capital requirements and a copy of their last fiscal audit.

Respondents to this RFP should include, as part of the minimum standards, a description of their services available in and to this City. Specifically, the City would be interested in any special account structure that would ease accounting and reporting requirements.

2. MINIMUM REQUIREMENT FOR ALL ACCOUNTS

2.1 Provide a bank statement for each account as of the last business day of each month. Preference would be to have the ability to electronically access all bank statements. If that is not feasible, then these items should be delivered to the City's Chief Financial Officer's Office no later than the seventh day following the end of each month.

2.2 Daily notification via email with hardcopy to follow of any debit or credit memos affecting our daily cash balances

2.3 Electronic banking:

- View statements online with an ability to view history for a six-month period
- View "real-time" activity for all bank accounts
- Make transfers between all accounts online by City-designated individuals
- Make one-time and recurring wire transfers (out) on-line, by City-designated individuals

3. ACCOUNT-SPECIFIC REQUIREMENTS

The City has broken out the services it requires into two major components: (A) Operating Accounts, and (B) Trust Accounts. It is up to each bank to determine how to package the costs of these services when responding to this request.

The City's short-term investment activity is separate and distinct from these components and will not be covered in this process.

A. OPERATING ACCOUNTS

The City maintains a number of accounts that are used for its day-to-day operating transactions. (See Exhibit A for a listing and a 6-month average balance.) Please state in detail how you will provide each of the following services:

1. The City wishes to receive cleared checks on a Certified CD of checks paid, sorted numerically, with a duplicate courtesy copy sent to the City's auditors. If this is not possible then checks must be sorted numerically and summarized by date paid, providing a detail record substantiating the "amount paid".
2. The bank must be able to submit electronic files to the City of paid items that can be run against check files to produce its own outstanding check list for all checking accounts. The City will complete its own reconciliation of accounts.

3. Automatic redeposit of all NSF checks not to exceed two (2) attempts. Copies must be provided of all checks that do not clear.
4. The City seeks daily armored car and/or messenger service to be provided by the Respondent. The principal location for pickup is the ground floor, City Hall, located at 12 S. High Street.
5. Accept and process the "Payroll Direct Deposit File" electronically as late as Thursday morning, so that payroll will be available by 12:01 AM on payday, usually Friday, except for holidays.
6. Provide a monthly account analysis and/or a worksheet for each Developer's escrow or like accounts.
7. The City requires checks, deposit slips, and micro-encoded lock bags.
8. Any other services as provided in Exhibit B not mentioned above.

B. TRUST ACCOUNTS

The City has accounts referred to as Money Market Funds that have a balance which remains relatively constant. (See Exhibit C for detailed listing and average balances.) The City is asking that these accounts be given special consideration. These accounts are reserves and are unlike the typical operating accounts. They require a minimal amount of servicing. Transactions are generated through account transfers and will be directed electronically by the City's designated employees.

Due to the nature of these accounts, the City is looking for these funds to be invested at a more competitive rate of interest for the next one-year term, after which either party could terminate the agreement. The City would like to encourage a guaranteed rate similar to a CD rate or any other arrangement that will result in a better return for the City than the interest rate of its operating accounts. The average balance over the last 12 months has been approximately \$11.5 million.

SECTION B – RESUME

This section shall address these areas:

1. Name and address of your bank and the corporate officer authorized to execute agreements
2. Briefly describe your bank's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.
3. Describe in general your bank's regional, statewide, and local service capabilities.
4. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual(s) primarily responsible for servicing the City and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the City.

5. Provide a listing of other local governmental clients with which you have similar contracts; include the name, address, and telephone number of the contact person.
6. Provide your bank's insurance coverage as set forth in Part I, Section 5.0 of this RFP.
7. Provide a statement of assurance to the effect that your bank is not currently in violation of any regulatory rules and regulations that may have an impact on your operations.

SECTION C – FACILITIES

This section should address these areas:

1. OFFICE / BRANCH LOCATIONS

A. For your bank's facilities that are located in Cumberland County, provide:

1. The location(s)
2. Hours of operation at your location(s)
3. Bank personnel assigned to this location(s)
4. The activities of the bank performed at this location(s)
5. Any proposed facilities to be constructed in Cumberland County.

B. For those facilities and activities located elsewhere, please explain the activities performed there and why they are best performed at a different office. Banks where all activities are performed at one location should leave this paragraph blank.

SECTION D – CONFLICT OF INTEREST

This section should disclose any potential conflicts of interest that the bank may have in performing these services for the City.

SECTION E – FEES AND QUOTATION FORMAT

To facilitate the evaluation process, the banking institution is encouraged to organize its proposal into distinct sections that correspond with the specific banking/investment/accounting activities described in the Minimum Scope of Services. In addition, each distinct section should be titled, and all proposals must address, at a minimum, the questions listed below:

1. What is the current rate of interest on checking, business savings, and money market accounts, as of the date of your response to this RFP?
2. Are these rates fixed? If not, what are the formulas for determining the variable rates of interest?
3. What is the balance used for interest calculations (i.e., collected, compensating, actual balance, etc.)?
4. What is the reserve requirement assessed against the average daily collected balance?

5. What is the clearing time on checks drawn on your bank? Other local banks and out of state banks?
6. By what time of day should deposits and/or wired investments be received to be transacted on that day?
7. Indicate the bank's charges, if any, for the services listed in Exhibit A.
8. Indicate the bank's method for covering these fees (i.e., compensating balances, earnings credit, debit memo, etc.).
9. Describe your automated cash-management system that provides online computer and touch-tone service. Identify hardware requirements and security measures. What kind of hardware would the City need to implement an electronic service? Are there any system constraints that apply?
10. What provisions would be made to assure that all requirements of this proposal are met for the duration of the contract in the event of a takeover by another banking institution?
11. Please indicate startup costs, if any, the City will incur to convert to your bank.

Note: The City reserves the right to negotiate with any or all vendors meeting the evaluation criteria set forth herein. Negotiations will be conducted in accordance with the City's RFP policy.

SECTION F – FORM OF CONTRACT / AMENDMENT OF CONTRACT

1. The form of contract will be determined by the City's Solicitor. If your bank has a proposed form of contract, please supply a copy with your proposal.
2. Contracts awarded pursuant to this RFP may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award.

SECTION G – OTHER INFORMATION

This section is for any additional pertinent data and information not included elsewhere in the RFP and determined necessary or informative by your institution.

All information required by the RFP must be supplied to constitute a valid proposal.

SECTION H – PROPOSER'S WARRANTY:

The person signing the proposal warrants that:

1. He or she is an officer of the organization
2. He or she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFP.

EXHIBIT A. Operating Accounts - Balances

BANK ACCOUNT NAME	6 MONTH AVERAGE JAN-JUNE
1 Current/Capital	\$17,021,520
2 Water Operating/Capital	\$2,596,227
3 Sewer Operating/Capital	\$3,634,940
5 Rad Operating/Capital	\$503,944
6 Payroll/Payroll Deductions	\$298,476
OPERATING ACCOUNTS :	
	\$24,055,107

EXHIBIT B. Operating Accounts - Services

Service Descriptions	3 MONTH AVERAGE PER MONTH
Analysis Maintenance - All accounts	16
Deposits - All departments	4,345
Wire Transfer Fee-Domestic/In	14
Wire Transfer Fee-Domestic/Out	22
ACH Credits	21
ACH Debits	13
Checks - all accounts inc. payroll checks (direct deposit for all starts 10/1/14)	3879
Stop Payments	5
Direct banking services	3,352
CD-ROM Archives - All accounts	1
Armored Car Bill	1
On-Line Internal Transfer – Item	2

Total Average Transactions per Month : 12,071

EXHIBIT C. Trust Accounts - Balances

BANK ACCOUNT NAME	6 MONTH AVERAGE
1 Trust	\$811,005
2 Trust Self-insurance	\$1,176,414
3 Trust: Affordable Housing	\$3,595
4 Trust: State Unemployment	\$74,225
5 Trust: 2nd gen UEZ	\$702,980
6 Trust: Landfill Escrow	\$146,967
7 Trust: Community Development	\$136,338
8 Trust: Community Development Revolving Loan	\$94,575
9 Trust: UDAG Revolving Loan	\$56,588
11 Trust: Animal control	\$30,145
12 LLEBG	\$235,609
13 Money Market Fund	\$7,979,315

TRUST ACCOUNTS : _____ \$11,447,756

EXHIBIT D. Other Accounts - Balances

BANK ACCOUNT NAME	6 MONTH AVERAGE JAN-JUNE
1 Trust: Tax Collector Escrow	\$245,000.00
2 Municipal Court	\$125,000.00
3 Municipal Court Bail	\$23,000.00

OTHER ACCOUNTS : _____ \$393,000.00

APPENDIX A
STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation Other _____

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

APPENDIX B

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

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

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

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 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.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

NOTE:

NO CONTRACT CAN BE AWARDED WITHOUT THE SUBMISSION OF ONE OF THE ABOVE ITEMS FOR PROOF OF AFFIRMATIVE ACTION PLAN, COMPLETED AND SUBMITTED TO THE DEPARTMENT OF PURCHASING.

A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, C. 127, WITHIN THE TIME FRAME.

APPENDIX C
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY AFFIRMATIVE ACTION LANGUAGE)
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service 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 or sex. Except with respect to affectional or sexual orientation, 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the 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 or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

APPENDIX D
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Millville, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. 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 Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

APPENDIX E

THIS PROJECT REQUIRES A CERTIFICATE OF BUSINESS REGISTRATION OF PUBLIC CONTRACTORS IN ACCORDANCE WITH P.L. 2004,C. 57

(Effective 9-1-04)

(Separate from requirements of Public Works Contractor Registration Act)

Businesses must complete Form NJ-REG and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division. Online filing is strongly encouraged.

Register online at www.state.nj.us/treasury/revenue/busregcert.htm Download the paper form and instructions at the same site. Call the Division at 609-292-1730. Write to the Division at Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Individuals must complete Form NJ-REG-A. The form can be downloaded at <http://www.state.nj.us/treasury/revenue/busregcert.htm> . To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

BUSINESS REGISTRATION CERTIFICATE MUST BE SUBMITTED TO THE CITY OF MILLVILLE WITH THE BID PACKAGE. FAILURE TO SUBMIT PROOF OF REGISTRATION AT THE TIME OF THE BID OPENING IS CONSIDERED GROUNDS FOR A MANDATORY REJECTION OF BIDS (A NON-WAIVABLE DEFECT).

CITY OF MILLVILLE
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

No Addendum Received

Dated

Acknowledged for:

(Print or Type Name of Bidder)

By:

(Print or Type Name of Authorized Individual)

Signature:

Title:

CITY OF MILLVILLE

The purpose of this request for proposal is to contract for Administrative Services related to the Section 125 Plan for the 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. 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 Administrative Services related to a Section 125 Plan for the employees of the City of Millville.

Period of Engagement

It is the intent of the City to enter into a contract to provide the administrative services related to Section 125 Plan for one (1) Plan year beginning January 1, 2017 with a possible extension of one (1) Plan year.

Nature of Services Required

The Provider hereby agrees to provide administrative and claims payment services for the Section 125 Plan for the Employees of the City of Millville during the one year term of the Contract.

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.

Included in your proposal should be:

1. Proposed Plan installation and maintenance
2. Information on Plan documents and required updates
3. Information on Updates on Health Care Reform
4. Annual Employee Election Forms
5. Company's involvement in the Enrollment Process
6. Any costs or fees associated with the Plan including but not limited to participation fees.
7. Debit Card or Direct Deposit Options
8. Frequency of Claims Processing
9. Employee Education and Support including online account services
10. Employer Risk coverage

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 September 9, 2016 in order to be considered.

Proposal Submission Deadline

An original and three (3) copies of your proposal in a sealed package clearly marked "**Administrative Services related to the Section 125 Plan**" must be received no later than 10:00am on September 13, 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.

PUBLIC NOTICE

**SOUTH MILLVILLE WATER MAIN REPLACEMENT
PHASE I - COLUMBINE AVENUE**

**PROPOSAL
CITY OF MILLVILLE**

Notice is hereby given that sealed bids will be received by the Purchasing Board of the City of Millville until Thursday, September 15, 2016 at 10:00 A.M. local prevailing time, when same will be opened and read by the Purchasing Board in the Commissioner Chamber, City Hall, Millville, New Jersey.

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

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

No Bid Forms, Specifications or Contract Drawings will be available after 4:30 P.M. local prevailing time, Friday, September 9, 2016.

Bidders are encouraged to attend a Pre-Bid Conference on Tuesday, August 30, 2016 at 10:00 A.M. local prevailing time, in the Sixth-Floor Conference Room at City Hall.

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

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

BY ORDER OF THE BOARD OF COMMISSIONERS:

Date: August 20, 2016

Susan Robostello, City Clerk