

TENTATIVE AGENDA FOR COMMISSION MEETING
September 20, 2016, 6:30 P.M.

1. ROLL CALL - SEPTEMBER 20, 2016

Reverend Wheaton 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."

2. MINUTES

Motion to approve and dispense with the reading of the September 6, 2016 Work Session minutes, September 6, 2016 Closed Session minutes and September 6, 2016 Commission Meeting minutes and to proceed with the regular order of business.

3. BILLS

4. PUBLIC COMMENT ON AGENDA ITEMS ONLY

5. OLD BUSINESS

5.I. Old Business Item (1)

Motion to receive and file report received from the Purchasing Agent recommending award of bids received on September 15, 2016 for project known as "South Millville Water Main Replacement Phase I- Columbine Avenue" to Garrison Enterprise Inc, 211 W. Elmer Road, Vineland, NJ 08360 in the amount of \$190,549.00.

Motion-

Second-

Documents:

[QPA AWARD RECOMMNDTN- GARRISON ENT.PDF](#)

6. PETITIONS & LETTERS

6.I. Petitions & Letters Item (1)

Correspondence received from Natakia Chestnut-Lee submitting her resignation as a member of the Millville Planning Board effective September 12, 2016

Motion -

Second -

7. REPORTS OF COMMISSIONERS

8. DEPARTMENT OF PUBLIC WORKS

9. DEPARTMENT OF PUBLIC AFFAIRS

10. DEPARTMENT OF REVENUE & FINANCE

11. DEPARTMENT OF PARKS & PUBLIC PROPERTY

12. DEPARTMENT OF PUBLIC SAFETY

12.I. Department Of Public Safety Item (1)

Fire Report for the month of August 2016

Motion -

Second -

Documents:

[FIRE REPORT- AUGUST.PDF](#)

13. ORDINANCES 1ST READING

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

An Ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Millville American Little League and Millville Lightning to hold a Coin Drop on November 5, 2016 and November 6, 2016 at the intersections of Buckshutem and Cedarville Roads

Motion-

Second-

Documents:

[ORDINANCE COIN DROP-MILLVILLE AMERICAN LITTLE LEAGUE.PDF](#)

14. ORDINANCES 2ND READING

14.I. Ordinance 2nd Reading Item (1)

Ordinance repealing Article VI of Chapter 33, Secondhand Goods and Article XIII, Pawnbrokers and enacting new amended Article VI, Dealers in Precious Metals, Gems and Secondhand Goods

Motion -

Second -

(Public Hearing)

Documents:

[PN- SECONDHAND GOODS.PDF](#)

[ORD REPEALING ARTICLE VI AND ARTICLE XIII SECONDHAND GOODS AND PAWNBROKERS REVISED.PDF](#)

14.II. Ordinance 2nd Reading Item (2)

Ordinance amending Chapter 39 Motor Vehicle and Traffic Regulations, Article III, Parking, Stopping and Standing, Section 20, Loading Zones in order to establish a Loading Zone for Municipal and other governmental vehicles on High Street in front of the Police and Municipal Complex buildings

Motion -

Second -

(Public Hearing)

Documents:

[PN- ORD LOADING ZONES.PDF](#)

[ORD AMENDING ARTICLE III CHAPTER 39 MV AND TRAFFIC REGS 8 17 16.PDF](#)

[SCHEDULE A LOADING ZONES.PDF](#)

14.III. Ordinance 2nd Reading Item (3)

An Ordinance amending the Salary Ordinance Section 2-69 of the Municipal Code reflecting the creation of new part-time title and range of compensation for the following:

Title	Range
Supervising Field Representative	
Property Improvement/PT	\$20.00 ph - \$50.00 ph
Motion -	
Second -	
(Public Hearing)	

Documents:

[PN- AMEND SALARY ORD.PDF](#)
[ORD - SALARY ORDINANCE - SPVSNG FLD RPRSNTV PRPRTY IMPRVMNT.PDF](#)

14.IV. Ordinance 2nd Reading Item (4)

Ordinance amending Chapter 46 Article 1. General Personnel Policies §46-3. Disclaimer; Article 10. Discipline §46-41. Systems of Progressive Discipline and adding Article 38. Settlement of Certain Claims Made by Employees §46-157 Board approval required due to deleted in error.

Motion -
Second -
(Public Hearing)

Documents:

[PN- CHAPTER 46.PDF](#)
[ORD AMENDING CHAPTER 46 PERSONNEL POLICIES 9-6-2016.PDF](#)

14.V. Ordinance 2nd Reading Item (5)

An ordinance amending Chapter 46 Article XXI Residency Requirements: Section 102 Appointment, Section 103 Classification of Qualified Applicants, Section 105 Special Skills and delete Section 104 Appointment in Class Order

Motion -
Second -
(Public Hearing)

Documents:

[PN- RESIDENCY REQUIREMENT.PDF](#)
[ORD AMND ART 21 CHPTR 46 RESIDENCY REQUIREMENT.PDF](#)

15. RESOLUTIONS

15.I. Resolution Item (1)

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

Motion -
Second -

Documents:

[RES CUT AND CLEAN LIEN9-20-16.PDF](#)

15.II. Resolution Item (2)

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

Motion -
Second -

Documents:

[RES BOARD AND SECURE-9-20-16.PDF](#)

15.III. Resolution Item (3)

Resolution authorizing adjustments to the Tax and Utility Records

Motion -
Second -

Documents:

[RES TAX-UTILITY 9-20-16.PDF](#)

15.IV. Resolution Item (4)

Resolution authorizing cancellation of mortgage dated December 14, 2015 for property located at 18 East Vine St, Block 364, Lot 13, executed by Tyanne Anderson which has been fully satisfied

Motion -
Second -

Documents:

[ANDERSON DISCHARGE.PDF](#)
[RES DISCHARGE OF MORTGAGE - ANDERSON 18 E VINE.PDF](#)

15.V. Resolution Item (5)

Resolution authorizing First Amendment to Professional Service Contract approved by Resolution No. R85-2014 on April 1, 2014 with Post & Schell, P.C., Four Penn Center, 1600 John F. Kennedy Boulevard, Philadelphia, PA 19103 to extend the duration through to July 29, 2016 and to provide for an additional amount not to exceed \$10,475.89 for providing legal services in connection with certain environmental conditions at and in the vicinity of the Millville Airport

Motion -
Second -
(Certification of Funds)

Documents:

[CERT OF FUNDS POST SCHELL.PDF](#)
[RES 1ST AMENDMENT TO PSC POST SHELL 9 20 16.PDF](#)
[1ST AMENDMENT PSC POST SHELL PC 9 6 16.PDF](#)

15.VI. Resolution Item (6)

Resolution authorizing a professional service contract with GPM Associates, Inc. to assist the city in the preparation and submittal of an updated Emergency Response Plan for the Water Utility in the amount of \$5,500.00

Motion -
Second -
(Certification of Funds)

Documents:

[CERT OF FUNDS GPM.PDF](#)
[RES GPM ASSOCS 9 13 16.PDF](#)
[PSC GPM ASSOCIATES 9 13 16.PDF](#)

15.VII. Resolution Item (7)

Resolution authorizing Professional Service Contract with The Ritter Law Office, LLC (Theodore H. Ritter, Esq.) 55 Fayette Street, Bridgeton, New Jersey 08302, to act as special counsel to handle certain types of litigation on collection matters on a contingency basis plus expenses in an amount not to exceed \$2,500

Motion -
Second -
(Certification of Funds)

Documents:

[CERT OF FUNDS RITTER.PDF](#)
[RES TED RITTER COLLECTIONS 9 12 16.PDF](#)
[PSC TED RITTER 9 12 16.PDF](#)

15.VIII. Resolution Item (8)

Resolution authorizing an Intergovernmental Transfer Agreement approving transfer of City of Millville employee Joy A. DeMaio to the City of Vineland

Motion -
Second -

Documents:

[RES INTER-GOVERNMENTAL TRANSFER AGREEMENT JOY DEMAIO 9 12 16.PDF](#)

15.IX. Resolution Item (9)

Resolution authorizing First Amendment to Professional Service Contract with Sarah Birdsall, PO Box 243, Greenwich, New Jersey 08323 to perform as Planning Consulting for an addition amount of \$5,000.00

**Motion -
Second -
(Certification of Funds)**

Documents:

[CERT OF FUNDS BIRDSALL.PDF](#)
[RES BIRDSALL 092016.PDF](#)
[PSC BIRDSALL FIST AMENDMENT.PDF](#)

15.X. Resolution Item (10)

Resolution authorizing award of contract to Garrison Enterprise Inc, 211 W. Elmer Road, Vineland, NJ 08360 for project known as "South Millville Water Main Replacement Phase I Columbine Avenue" to in the amount of \$190,549.00.

**Motion -
Second -
(Certification of Funds)**

Documents:

[CERT OF FUNDS - GARRISON.PDF](#)
[RES AWARDDING COLUMBINE AVE MAIN REPLACEMENT PH 1.PDF](#)

15.XI. Resolution Item (11)

Resolution affirming the City of Millville's Civil Rights Policy with respect to all officials, appointees, employees, prospective employees, volunteers, independent contractors and members of the public that come into contact with municipal employees, officials and volunteers

**Motion -
Second -**

Documents:

[RES GENERAL_ANTI_HARASSMENT.PDF](#)

16. NEW BUSINESS

16.I. New Business (1)

Motion to authorize the following Catering Permit and Raffle License:

Catering Permit

a) On behalf of TNSL Lambert, Inc. for a concert to be held on October 9, 2016 from 12:00 pm to 12:00 am at the Cumberland County Fairgrounds pending approval of insurance

Raffle License

a) On behalf of the Parish of All Saints, for a Off-Premise 50/50 to be held at St. Mary Magdalen Cafeteria on January 8, 2017 at 1:00 pm

Motion:

Second:

16.II. New Business (2)

Motion to authorize the following Event Applications:

Special Event on Public Lands

a) Community Walk on the Maurice River Bicycle and Walking Trail to be held on the Maurice River Bicycle and Walking Trail, October 1, 2016 from 10:00 a.m. to 1:00 p.m.

Cumberland County Fairgrounds- Other Events

a) Community Yard Sale to be held on October 1, 2016, 8:00 a.m. to 4:00 p.m.

b) Music Festival to be held on October 9, 2016, 7:00 a.m. to 11:00 p.m. pending approval of insurance

Motion:

Second:

17. PUBLIC COMMENT PORTION

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

Open Public Portion

Close Public Portion

Comments by Commissioners

Adjourn

COMMISSIONERS

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



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

OFFICERS

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

September 15, 2016

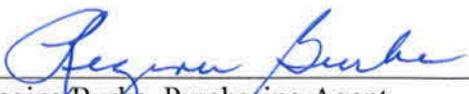
TO: Board of Commissioners

FROM: Regina Burke, QPA

On September 15, 2016, the Purchasing Board received proposals for South Millville Water Main Replacement Phase 1 – Columbine Avenue. Three Proposals were received.

South State, Inc. - \$279,255.00
Garrison Enterprise, Inc. - \$190,549.00
Ricky Slade Construction Company - \$472,875.00

The Purchasing Board concurs with the Engineer's recommendation to award to the lowest Bidder - Garrison Enterprise, Inc, 211 W. Elmer Road, Vineland, NJ 08360 for \$190,549.00.


Regina Burke, Purchasing Agent

MILLVILLE FIRE DEPARTMENT
MONTHLY SUMMARY OF ACTIVITY
August 2016

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

1. Total Emergencies Responded To: 117

- Year to date: 784

Breakdown for month:

- Fire calls (structures and dwellings): 4
 - Multi Alarm Fires-0
 - All Hands Fire-0
 - 2nd Alarm-0
 - 3rd Alarm-0
- Fire calls (vehicles): 1
- Fire calls (brush/trash): 11
- Rescues/Motor vehicle crashes: 34
- Water/Ice Rescues-1
- Hazardous conditions (non-fire): 18
- General service/assist the public: 7
- Good intent: 5
- False alarms: 36

Total man hours for emergencies: 329.4

2. Work details: 4

3. Drills/training: 2

4. Fire Prevention

- 2 fire prevention presentations for civic groups
- Smoke detector and carbon monoxide detector inspections
 - Month: 24
 - Year to date: 201
- Fire Safety Permits issued:
 - Month: 3
 - Year to Date: 62
- Life Hazard Fire Inspections:
 - Month: 26
 - Year to Date: 349
 -

6. Other

- none

An Ordinance approving and authorizing an application to the Cumberland County Roadway Department for the Millville American Little League and Millville Lightning to hold a coin drop on November 5, 2016 and November 6, 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 American Little League and Millville Lightning, to hold a coin drop on November 5, 2016 and November 6, 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.

(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 Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

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:

201609151321156695706**3350500898**

Notice URL:

Notice Publish Date:

Saturday, September 10, 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 September 6, 2016 and that said Ordinance will be considered by said Board on final passage on September 20, 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. ORDINANCE REPEALING ARTICLE VI OF CHAPTER 33, SECONDHAND GOODS AND ARTICLE XIII, PAWNBROKERS AND ENACTING NEW AMENDED ARTICLE VI, DEALERS IN PRECIOUS METALS, GEMS AND SECONDHAND GOODS Following is a summary of the proposed Ordinance above referred to. The Board of Commissioners of the City of Millville finds that the theft of precious metals and second hand goods from the inhabitants of the City has become a serious, widespread problem affecting the quality of life within the City and desires to become a member of the Regional Automated Property Information Database ("RAPID") system in order to better combat burglary and theft within the City. The RAPID system will require pawn, second hand, precious metal and scrap metal dealers to comply with certain system registration requirements for property as follows: Scrap gold Old gold Silver Jewelry Coins Platinum All other precious metals 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: September 10, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk \$34.40

[Back](#)

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

ORDINANCE NO.

**AN ORDINANCE REPEALING ARTICLE VI OF CHAPTER
33 (“SECONDHAND GOODS”) AND ARTICLE XIII
 (“PAWNBROKERS”) AND ENACTING NEW AMENDED
ARTICLE VI (“SECOND-HAND GOODS LICENSING”)**

WHEREAS, the Board of Commissioners of the City of Millville finds that the theft of precious metals and second hand goods from the inhabitants of the City has become a serious, widespread problem affecting the quality of life within the City;

WHEREAS, the Board of Commissioners desires to become a member of the Regional Automated Property Information Database (“RAPID”) system in order to better combat burglary and theft within the City;

WHEREAS, the RAPID system will require pawn, second hand, precious metal and scrap metal dealers to comply with certain system registration requirements;

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

SECTION 1

ARTICLE VI (“Dealers in Secondhand Goods”) Sections 39 through 50 and ARTICLE XIII (“Pawnbrokers”) of Chapter 33, Sections 93 through 101 are each hereby repealed in their entirety and replaced by new amended ARTICLE VI as set forth in Section 2 below.

SECTION 2

ARTICLE VI

Dealers in Precious Metals, Gems and Secondhand Goods

33-39	Purpose of Intent.
33-40	Definitions.
33-41	Registration and Issuance of License.
33-42	License Fee; Non-Transferability.
33-43	Revocation of License.
33-44	Dealers’ Responsibilities, Requirements and Recordkeeping
33-45	Non-Applicability.
33-46	Purchases from Minors.
33-47	Violations and Penalties.

§33-39. Purpose and Intent.

- A. The purpose and intent of this article is to assist law enforcement officials and victims of crime in recovering stolen precious metals, gems,

gemstones and/or other articles by requiring reasonable reporting, maintenance and distribution criteria for secondhand and transient dealers.

- B. No person shall use, exercise or carry on the business, trade or occupation of buying, receiving, receiving for pawn or selling of any property described in Appendix I of this Ordinance or operate as a dealer of said property within the City of Millville, without having first obtained a license from the City of Millville Clerk's Office as hereinafter provided.

§33-40. Definitions.

For the purposes of this article, the following terms, phrases, words and their derivations shall have the meanings ascribed herein. Words used in the present tense shall include the future, words in the plural number shall include the singular number and words in the singular number shall include the plural number. The word "shall" is always mandatory and not merely directory.

ACCEPTABLE IDENTIFICATION - Acceptable forms of identification include a current valid New Jersey driver's license or identification card issued by the N.J. Motor Vehicle Commission, a current valid photo driver's license issued by another U.S. state, other verifiable United States government-issued photo identification with address, or valid United States passport and evidence of current address. All of the above-listed identification procedures require the dealer to capture/record evidence of the person's current address.

ARTICLE - Any article of merchandise, including any portion of such article, whether a distinct part thereof or not, including every part thereof whether separable or not, and also including material for manufacture, and as so defined in N.J.S.A. 51:6-1.

CHIEF OF POLICE - The Chief of Police of the City of Millville or his designee/representative.

DATABASE - A computerized Internet-capable database with hardware and software compliant with standards set by the Chief of Police.

DEALER - Any person, partnership, corporation, or other entity, whether permanent or itinerant, who on one or more occasions (through any means) buys or sells, receives for pawn or otherwise exchanges or trades any property as described in Appendix I of this ordinance and includes anyone advertising the purchase, sale or receipt for pawn of any of the aforementioned items.

GIFT CARD - Is a restricted monetary equivalent or scrip that is issued by retailers or banks to be used as an

alternative to a non-monetary gift.

ITINERANT BUSINESS - Any business conducted intermittently within the City of Millville or at varying locations.

PAWN - A bailment of personal property as security for any debt or engagement redeemable upon certain terms and with the implied power of sale or default.

PERSON - Any individual natural person, partnership, joint venture, business, society, associate, club, trustee, trust, corporation, or unincorporated group, or an officer, agent, employee, servant, factor or any form of personal representative of any thereof, in any capacity, acting for self or on behalf of another.

PRECIOUS METALS - Comprised of gold, silver, sterling, platinum and/or their alloys as defined in N.J.S.A. 51:5-1 et seq., N.J.S.A. 51:6-1 et seq. and/or N.J.S.A. 51:6A-1 et seq.; gems, gemstones, coins and all forms of jewelry herein contained.

PUBLIC - Individuals and other retail sellers, not to include businesses engaged primarily in wholesale transactions.

PURCHASE - The exchange of money or other consideration for the pledge, sale, conveyance or trade of any property described in Appendix I of this Ordinance.

REPORTABLE TRANSACTION - Every transaction conducted by a dealer in which property described in Appendix I of this Ordinance is purchased, pawned or exchanged from or with the public, as that term is defined in this section.

SECONDHAND GOODS - Any article previously sold, acquired, exchanged, conveyed, traded or otherwise formerly owned, but limited to scrap gold, old gold, silver, jewelry, platinum, all other precious metals and other items listed in Appendix I.

TRANSIENT BUYER - A dealer who has not been in any retail business continuously for at least six months at that address in the municipality where the dealer is required to register. The term "transient buyer" will also include a dealer who intends to close out or discontinue all retail business in the City of Millville within six months, or as so defined in N.J.S.A. 51:6A-5 and N.J.A.C. 13:47C-1.1. Vendors doing business during a community event sponsored/sanctioned by the City of Millville shall not be considered a transient buyer.

§ 33-41. Registration and issuance of license.

Every dealer conducting business or intending to conduct business within the jurisdiction of the City of Millville shall first register with the Clerk's Office. He or she shall

provide fingerprints in a manner determined by the Police Chief who shall institute such an investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public welfare. In the event that the dealer is a business entity other than a sole proprietorship, the officers in a corporation or the partners in a partnership (or limited partnership) shall be deemed to be the applicant(s) who shall be fingerprinted and investigated in accordance with this article. Upon completion of the investigation, the Clerk of the City of Millville shall either issue or deny the license based upon the results of his investigation. Upon issuance of the license, the applicant shall be given a copy of this article.

§ 33-42. License fees; non-transferability.

1. Prior to final issuance of a license, a fee of \$400 shall be paid to the Clerk of the City of Millville.
2. A license issued under the provisions of this article shall not be transferable and shall terminate on December 31 of the year in which said license is issued, unless it is renewed pursuant to the provisions of Paragraph 3 below.
3. On or about November 1 of each year, the Clerk's Office shall make available a renewal application for each licensed dealer under this article. Upon submission of the renewal application and required annual fee of \$400, the license will be renewed unless the dealer has violated provisions of §33-43. In such case, the Clerk of the City of Millville will notify the dealer, who may request a hearing as described in §33-43.

§ 33-43. Revocation of license.

1. Licenses issued under the provisions of this article may be revoked by the Board of Commissioners of the City of Millville after a hearing, upon notice to the applicant, for any of the following causes:
 - a. Fraud, misrepresentation, or false statement contained in the application for license;
 - b. Fraud, misrepresentation, or false statement made in the course of carrying on the business as a dealer in property as described in Appendix I of this Ordinance;
 - c. Any violation of this article;
 - d. Conviction of any crime;
 - e. Conviction of any disorderly persons offense involving moral turpitude;
 - f. Conviction of an offense under the laws of

the United States or any other state which is substantially equivalent to the offenses named in paragraph d. or e. above; or;

- g. Conducting the business of soliciting or canvassing in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.
2. Notice of the hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his last known address at least 10 business days prior to the date set for the hearing. The hearing shall be conducted by the Board of Commissioners.

§ 33-44. Dealers' responsibilities, requirements and record keeping.

Every dealer within the City of Millville shall, upon the purchase, receiving for pawn, or receiving for consignment, of any property described in Appendix I of this Ordinance, from the public, as this term is defined in Section 33-40, be required to:

1. Record using a unique transaction number the name, address and telephone number of the seller or sellers; the time and date of the transaction; the net weight in terms of pounds Troy, pennyweight (Troy) or kilograms/grams of the precious metals; fineness in terms of karats for gold, and sterling or coin for silver, in accordance with N.J.S.A. 51:5-1 et seq. and N.J.S.A. 51:6-1 et seq. and any property containing a serial number.
2. Document, through use of an electronic database software system as designated by the Chief of Police, the information listed in Subsections 3(a) through (f) below. These records shall be subject to the inspection of any sworn police officer acting in the performance of his or her duties.
3. Through the use of applicably required computer equipment, and using the electronic format approved by the Chief of Police, enter all transactions into the electronic database within 48 hours from the date of purchase, including the following information:
 - a. The name, address, date of birth, telephone number, and governmental identification number of the seller;
 - b. A full description of property sold or pawned by the seller, including, but not

limited to, marks, numbers, dates, sizes, shapes, initials, monograms and serial numbers, face value and identifying numbers of gift cards;

- c. The price paid for the property;
 - d. The entry must include the name of the clerk or the dealer who made the transaction so as to readily identify that individual.
 - e. A color photograph or color image of the seller's presented governmental photo identification scanned into the transaction record.
 - f. A color photograph or color image of all property sold scanned into the transaction record. When photographing or imaging, all property must be positioned in a manner that makes it readily and easily identifiable.
4. All of the above-described property cannot be sold or disposed of and shall be made available for inspection by any sworn police officer in the performance of his or her duties for a period of fifteen (15) business days from the date the information required above is received by the Chief of Police in the prescribed electronic format. The property shall remain in the same condition as when purchased and shall not be changed, modified, melted or disposed of by the dealer until the three-day period has expired. If the property is such that it would create a hardship on the dealer by holding the property for such period, the dealer may present the property to the Chief of Police in order that it may be photographed and, if deemed necessary by the Chief of Police, an investigation be implemented. The Chief of Police has the authority to grant the dealer a waiver of the requirement under this section.
5. In the event of a database failure or dealer's computer equipment malfunctions, all transaction information is required to be submitted on paper forms approved by the Chief of Police. In the event that paper forms are used, the dealer is responsible to enter all required transaction information described in Subsections 3(a) through (f) above into the database as soon as possible upon the dealer's equipment being repaired or replaced or the database coming back into service. Failure by the dealer to properly maintain computer equipment in a reasonable fashion, or failure by the dealer to replace faulty computer equipment, may result in the dealer being cited for a violation of the ordinance and may result in the revocation of the dealer's license under Section

33-43 of this Ordinance.

6. It shall be the requisite duty of every dealer, and of every person in the dealer's employ, to admit to the premises during business hours any member of the Millville Police Department or any other sworn police officer acting in the performance of their duties to examine any database, book, ledger, or any other record on the premises relating to the purchase of property from the public as defined in Section 33-40. City of Millville police officers are empowered to take possession of any property known by a police officer or official to be missing or to have been stolen or where the officer or official has probable cause to believe the article is missing or stolen. A receipt will be provided to the dealer for any property seized by the Millville Police Department.

§ 33-45. Non-Applicability.

This article shall not apply to purchases made by dealers from wholesalers or other legitimate suppliers but shall only apply to those purchases made from the public which includes other retail sellers as defined in Section 33-9. The dealer shall keep records of all wholesale purchases for a period of six months from the date of such purchase, which records shall be opened to investigation by the Millville Police Department or any sworn police officer in the performance of their duties.

§ 33-46. Purchases from minors.

No dealers within the City of Millville shall purchase any property as defined in Appendix I from any person under the age of 18 years.

§33-47. Violations and penalties.

Violation of any provision of this Chapter shall, upon conviction thereof, be punished by a minimum fine of \$100 or a maximum of \$2,000 and/or by imprisonment for a term not exceeding 90 days and/or by a period of community service not exceeding 90 days. Each and every violation shall be considered a separate violation. Each day that a violation continues shall be a separate violation. Each violation shall result in a ten-day suspension of the dealer's license under this article.

**APPENDIX I
PROPERTY AS FOLLOWS:**

Scrap gold
Old gold
Silver
Jewelry
Coins
Platinum
All other precious metals

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 September 6, 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:

201609151317020341598**3350500898**

Notice URL:

Notice Publish Date:

Saturday, September 10, 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 September 6, 2016 and that said Ordinance will be considered by said Board on final passage on September 20, 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 AMENDING ARTICLE III ("PARKING, STOPPING AND STANDING") OF CHAPTER 39 ("MOTOR VEHICLE AND TRAFFIC REGULATIONS"), SECTION 20 ("LOADING ZONES") SO AS TO ESTABLISH A LOADING ZONE FOR MUNICIPAL AND OTHER GOVERNMENTAL VEHICLES ON HIGH STREET Following is a summary of the proposed Ordinance above referred to. Loading Zone Restricted to Police and Other Governmental Vehicles. Parking spaces shall be established at the southern terminus of High Street adjacent to the City Police Administration Building and the City Municipal Complex. Said spaces shall be designated solely for the loading and unloading of police, municipal or other governmental vehicles. Said parking spaces shall be established, marked and signed consistent with the Manual on Uniform, Traffic Control Devices for Streets and Highways pursuant to N.J.S.A. 39:4-197. No other person shall park in the aforesaid spaces for loading or unloading or for any other purpose. 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: September 10, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk \$33.54

[Back](#)

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

ORDINANCE NO.

**AN ORDINANCE AMENDING ARTICLE III
("PARKING, STOPPING AND STANDING") OF
CHAPTER 39 ("MOTOR VEHICLE AND
TRAFFIC REGULATIONS"), SECTION 20
("LOADING ZONES") SO AS TO
ESTABLISH A LOADING ZONE FOR
MUNICIPAL AND OTHER GOVERNMENTAL
VEHICLES ON HIGH STREET**

WHEREAS, the Board of Commissioners of the City of Millville finds that there is a need for marked parking spaces for loading purposes on that part of South High Street immediately in front of the Police Administration and Municipal Complex buildings. The Board finds that vehicles operated by members of the Police Department, by members of the Cumberland County Sheriff's Department, by municipal employees and by other government officials from time to time need loading spaces convenient to the entrances of the Police Administration Building and the Municipal Complex for the purpose of loading and unloading persons, inmates as well as municipal documents and other property; and

WHEREAS, the Chief of the Millville Fire Department has been consulted and advises that the establishment of such marked parking spaces for loading purposes will not compromise or otherwise affect the ability of emergency vehicles to have access to the aforesaid buildings; and

WHEREAS, pursuant to N.J.S.A. 39:4-197 said marked parking spaces shall be consistent with the current standards prescribed by the Manual on Uniform Traffic Control Devices for Streets and Highways as certified by the City Engineer's office;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE that Article III of Chapter 39, Section 20 is hereby amended as follows:

SECTION 1

§ 39-20. Loading zones.

a. In General.

The locations described in Schedule 12 of Article X, attached to and made a part of this chapter, are hereby designated as loading zones. No person shall park a vehicle in the locations listed during the times indicated other than for the loading or unloading of goods and

materials.

b. Loading Zone Restricted to Police and Other Governmental Vehicles.

Parking spaces shall be established at the southern terminus of High Street adjacent to the City Police Administration Building and the City Municipal Complex. Said spaces shall be designated solely for the loading and unloading of police, municipal or other governmental vehicles. Said parking spaces shall be established, marked and signed consistent with the Manual on Uniform Traffic Control Devices for Streets and Highways pursuant to N.J.S.A. 39:4-197. No other person shall park in the aforesaid spaces for loading or unloading or for any other purpose.

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

SCHEDULE "A"

Schedule 12

Loading Zones

Name of Street	Sides	Hours	Location
High Street	West	All	Beginning 5 feet south of the driveway entrance for the municipal parking lot continuing to the south curbline of Smith Street

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:

**201609151318464290149
3350500898**

Notice URL:

Notice Publish Date:

Saturday, September 10, 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 September 6, 2016 and that said Ordinance will be considered by said Board on final passage on September 20, 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 AMENDING THE SALARY ORDINANCE SECTION 2-69 OF THE MUNICIPAL CODE REFLECTING THE CREATION OF NEW PART-TIME TITLE AND RANGE OF COMPENSATION Following is a summary of the proposed Ordinance above referred to.

Title	Minimum	Maximum
Supervising Field Representative Property Improvement/PT	\$20.00	ph \$50.00

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: September 10, 2016
By Order of the Board of Commissioners Susan G. Robostello, City Clerk \$30.10

[Back](#)

Ordinance No. _____

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

WHEREAS, the governing body of the municipality desires to amend the salary ordinance to reflect the creation of a new part-time title and range of compensation for the following:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Supervising Field Representative Property Improvement/PT	\$20.00 ph	\$50.00 ph

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

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

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

Daily Journal, Vineland

Publication Name:

Daily Journal, Vineland

Publication URL:

Publication City and State:

Millville , NJ

Publication County:

Cumberland

Notice Popular Keyword Category:

Notice Keywords:

Millville

Notice Authentication Number:

201609151333334184954**3350500898**

Notice URL:

Notice Publish Date:

Saturday, September 10, 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 September 6, 2016 and that said Ordinance will be considered by said Board on final passage on September 20, 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. AMENDING CHAPTER 46 ("PERSONNEL POLICIES") Article 1. General Personnel Policies § 46-3 Disclaimer Article 10. Discipline § 46-41 System of Progressive Discipline Article 38. Settlement of Certain Claims Made by Employees § 46-157 Board Approval Required Following is a summary of the proposed Ordinance above referred to. The Personnel Policies of the City of Millville are codified in Chapter 46 of the Millville City Code and Ordinance 31-2016 amending Chapter 46 ("Personnel Policies") was adopted on August 2, 2016. After further review and recommendation from Cumberland County Council No. 18, revisions to Article 1 and Article 10 are recommended to clarify the policies. In addition, Article 38 was added on February 2, 2016 by Ordinance No. 5-2016 and deleted in error from Ordinance 31-2016 adopted on August 2, 2016. A copy of this Ordinance can be obtained without cost by any member of the general public at the City Clerk's Office, 3rd floor, Municipal Building, 12 S. High Street, Millville, NJ 08332 during Monday through Friday 8:30 am to 4:30 pm or on the City of Millville website at www.millvillenj.gov Dated: September 10, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk \$33.11

[Back](#)

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

ORDINANCE NO.

AMENDING CHAPTER 46 (“PERSONNEL POLICIES”)

WHEREAS, as a general matter the Personnel Policies of the City of Millville are codified in Chapter 46 of the Millville City Code; and

WHEREAS, Ordinance 31-2016 amending Chapter 46 (“Personnel Policies”) was adopted on August 2, 2016; and

WHEREAS, after further review and recommendation from Cumberland County Council No. 18, revisions to Article 1 and Article 10 are recommended to clarify the policies; and

WHEREAS, Article 38 was added on February 2, 2016 by Ordinance No. 5-2016 and deleted in error from Ordinance 31-2016 adopted on August 2, 2016.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners as follows:

Article 1. General Personnel Policies

§ 46-3 Disclaimer

Addition of the following language:

“The governing body of the City reserves the right to amend or repeal these policies, together with the standard operating procedures, rules and regulations, at any time with or without notice to the employees. None of these policies and procedures or rules and regulations shall be deemed to create a vested contractual right in any employee nor to limit the power of the governing body to amend or repeal them. Nothing contained herein in these personnel policies and procedures is intended to restrict, eliminate, or interfere with an employee’s rights under a collective negotiation agreement, Civil Service laws and regulations, the New Jersey Employer-Employee Relations Act, or other statutory entitlements and provisions.”

Article 10. Discipline

§ 46-41 System of Progressive Discipline

Deletion of the following language enclosed in brackets found in paragraph 2F:

“The employee will be asked to sign copies of this document attesting to his or her receipt [and understanding] of the corrective action outlined in these documents.

All supervisory and managerial employees must follow the progressive discipline policy set forth in this handbook.

Employees can appeal disciplinary actions pursuant to the rules of the New Jersey Civil Service Commission, with notification to the City Commissioner.

Article 38. Settlement of Certain Claims Made by Employees

§ 46-157 Board Approval Required

All settlements of claims by employees against the City or its municipal officers, servants, agents and employees for monetary damages shall not be authorized unless approved by resolution adopted by the Board of Commissioners.

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 September 6, 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:

201609151319431969575**3350500898**

Notice URL:

Notice Publish Date:

Saturday, September 10, 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 September 6, 2016 and that said Ordinance will be considered by said Board on final passage on September 20, 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. ORDINANCE AMENDING ARTICLE XXI ("RESIDENCY REQUIREMENT") OF CHAPTER 46 OF THE CITY OF MILLVILLE CODE, SECTION 102 ("APPOINTMENT"), SECTION 103 ("CLASSIFICATION OF QUALIFIED APPLICANTS") AND SECTION 105 ("SPECIAL SKILLS") AND TO DELETE SECTION 104 ("APPOINTMENT IN CLASS ORDER") Following is a summary of the proposed Ordinance above referred to. The Board of Commissioners finds that this amendment will allow the appointing authority to hire Class II police officers who already possess substantial training as regular police officers thereby saving the City considerable training time and expense 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: September 10, 2016 By Order of the Board of Commissioners Susan G. Robostello, City Clerk \$27.95

[Back](#)

CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY

ORDINANCE NO. _____

ORDINANCE AMENDING ARTICLE XXI
("RESIDENCY REQUIREMENT") OF CHAPTER 46
OF THE CITY OF MILLVILLE CODE, SECTION 102
("APPOINTMENT"), SECTION 103
("CLASSIFICATION OF QUALIFIED APPLICANTS")
AND SECTION 105 ("SPECIAL SKILLS")
AND TO DELETE SECTION 104
("APPOINTMENT IN CLASS ORDER")

WHEREAS, the Board of Commissioners finds that the residency requirement contained in existing Article XXI of Chapter 46 of the City of Millville Code does not allow the appointing authority sufficient discretion to hire certain employees, such as police officers, who may possess special skills, but who may not qualify under the special skills exception contained in the existing ordinance;

WHEREAS, the Board of Commissioners finds that this amendment will allow the appointing authority to hire Class II police officers who already possess substantial training as regular police officers thereby saving the City considerable training time and expense;

WHEREAS, the Board of Commissioners finds the aforesaid amendment to be in the best interest of the City;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE that Article XXI ("Residency Requirement") of Chapter 46 is hereby amended as follows:

SECTION 1

§ 46-102 Appointment.

All applicants for initial appointment to an employment position with the City, excluding policemen, shall be residents of the City of Millville and must maintain continuous residency within the City of Millville from the announced closing date of the Department of Personnel examination up to and including the date of appointment.

§46-103 Classification of Qualified Applicants.

Where the appointing authority shall determine that there cannot be recruited a sufficient number of qualified residents for available specific positions or employments, the appointing authority may, in its discretion, hire nonresidents for such positions or employments; with applicants to be classified in the following manner in

accordance with N.J.S.A. 40A:14-123.1(a):

- A. Residents of Cumberland County
- B. Residents of counties contiguous to Cumberland County
- C. Residents of the State of New Jersey
- D. All other applicants

The hiring authority shall first appoint those in Class A and then those in each succeeding class in the order above listed and shall appoint a person or persons in any such class only to a position or positions, or employment or employments, remaining after all qualified applicants of the preceding class or classes have been appointed or have declined an offer of appointment. The preference established by this section shall in no way diminish, reduce or affect the preferences granted pursuant to any other provisions of the law.

§46-104 Special Skills. [renumbered from § 105]

The City reserves the right to hire or appoint without reference to the residency requirement any officer or employee with special talents or skills necessary for the operation of government.

§46-105 (Reserved).

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 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 on _____, 2016.

Susan G. Robostello, City Clerk

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 99 Lot 11 314 W Main Street (Clean Up date 8/30/16)	150.00
Administrative Fee	250.00
Block 292 Lot 9 702 N 3 rd Street (Clean Up date 8/30/16)	90.00
Administrative Fee	250.00
Block 364 Lot 12 20 E Vine Street (Clean Up date 8/31/16)	90.00
Administrative Fee	500.00
Block 291 Lot 16 801 N 2 nd Street (Clean Up date 8/31/16)	150.00
Administrative Fee	250.00
Block 428 Lot 5 103 N 4 th Street (Clean Up date 9/1/16)	120.00
Administrative Fee	250.00
Block 165 Lot 4 500 W Buckshutem Road (Clean Up date 9/2/16)	120.00
Administrative Fee	250.00
Block 562.06 Lot 17 1013 Shar Ln Blvd (Clean Up date 9/6/16)	120.00
Administrative Fee	250.00
Block 100 Lot 16 16 Brandiff Ave (Clean Up date 9/6/16)	120.00
Administrative Fee	250.00
Block 311 Lot 21 307 W Powell Street (Clean Up date 9/7/16)	45.00
Administrative Fee	250.00
Block 311 Lot 22 305 W Powell Street	

(Clean Up date 9/7/16)	45.00
Administrative Fee	250.00
Block 303 Lot 6	
310 W Powell Street	
(Clean Up date 9/7/16)	60.00
Administrative Fee	250.00
Block 303 Lot 7	
312 W Powell Street	
(Clean Up date 9/7/16)	60.00
Administrative Fee	250.00
Block 303 Lot 8	
314 W Powell Street	
(Clean Up date 9/8/16)	120.00
Administrative Fee	250.00
Block 303 Lot 5	
308 W Powell Street	
(Clean Up date 9/8/16)	120.00
Administrative Fee	250.00
Block 391 Lot 28	
305 N 12 th Street	
(Clean Up date 9/8/16)	240.00
Administrative Fee	250.00
Block 331 Lot 17	
312 D Street	
(Clean Up date 9/12/16)	120.00
Administrative Fee	250.00
Block 378 Lot 16	
412 Mulberry Street	
(Clean Up date 9/12/16)	120.00
Administrative Fee	250.00
Block 425 Lot 15	
526 Pine Street	
(Clean Up date 9/13/16)	90.00
Administrative Fee	250.00

Moved By:
 Seconded By:
VOTING
 Michael Santiago
 Lynne Porreca Compari
 David W. Ennis
 Joseph Sooy

In Favor	Against	Abstain	Absent

CERTIFICATION

I hereby certify that the foregoing is a true copy of 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 352 Lot 43 534 Columbia Ave (Board and Secure Date 8-30-16)	387.00
Administrative Fee	250.00
Block 423 Lot 3 323 Mulberry St (Board and Secure Date 8-30-16)	258.00
Administrative Fee	250.00
Block 548 Lot 1 304 Menantico Ave (Board and Secure Date 8-25-16)	21.50
Administrative Fee	250.00
Block 478 Lot 7 207 S 2nd St (Board and Secure Date 8-26-16)	129.00
Administrative Fee	250.00
Block 478 Lot 6 209 S 2 nd St (Board and Secure Date 8-26-16)	150.00
Administrative fee	250.00
Block 286 Lot 13 906 Buck St (Board and Secure Date 9-02-16)	172.00
Administrative Fee	500.00
Block 423 Lot 2 319 Mulberry St (Board and Secure Date 9-01-16)	279.50
Administrative Fee	250.00
Block 311 Lot 27 127 W Depot St (Board and Secure Date 9-02-16)	21.50
Administrative Fee	500.00
Block 436 Lot 16 103 N 8 th St (Board and Secure Date 9-02-16)	215.00
Administrative fee	250.00

Block 246 Lot 1
 302 Harrison St
 (Board and Secure Date 9-07-16) 731.00
 Administrative Fee 250.00

Block 379 Lot 20
 520 Mulberry St
 (Board and Secure Date 09-07-16) 21.50
 Administrative Fee 500.00

Emergency Roof Repair

Block 364 Lot 12
 20 E Vine St
 (Roof Repair Date 5-16) 6050.00
 Attorney Fee 750.00
 Filing Fee 50.00
 Publication Fee 24.51

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 September 20, 2016.

 Susan G. Robostello, City Clerk

RESOLUTION _____

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

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
99	33	10919-T	12 Pike Ave.	16	4	\$ 282.03		Spec. Charges
549	24	109019-T	1134 Louis Dr.	15	2	\$ (282.03)		Spec. Charges
105	16	2554-0	24 Cedar St.	Ovr	Pay	\$ 38.50		WATER
				16	4	\$ (38.50)		SEWER
207	2		906 Lakes Shore Dr.	16	4	\$ 73.94		TAX
211	372		Highland Dr. E	16	3	\$ (73.94)		TAX

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
128.02	6	11932-0	12 Tomasello Dr.	16	3	\$ 51.00	\$ 0.73	WATER
				16	3	\$ 129.36	\$ 1.84	SEWER
252	4.01	11897-0	402 Union Lake Rd	16	3	\$ 107.00	\$ 0.69	WATER
				16	3	\$ 130.00	\$ 0.84	SEWER
255	32	4891-0	1211 Forest Dr.	16	3		\$ 0.84	SEWER
				16	3		\$ 0.19	WATER
				16	2	\$ 55.00	\$ 1.00	WATER
				16	2	\$ 10.00		NSF FEE
				16	2	\$ 155.00	\$ 2.82	SEWER
				16	2	\$ 10.00		NSF FEE
360	9	6603-0	410 N 3rd St.	16	3	\$ 115.48	\$ 1.44	SEWER
				16	3	\$ 84.50	\$ 0.47	WATER
				16	2	\$ 2.07	\$ 0.04	SEWER

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
260	5	10766-4	130 Wheaton Ave.	16	3	\$ (1,358.00)		WATER
411	7	7479-0	201-209 Buck St.	16	3	\$ (97.50)		WATER

That the following be corrections were made by reversal to the Tax records

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
227	2.01	X	2100 N 2nd St.	16	3	\$ 57,758.77		TAX
				16	3	\$ (57,758.77)		Abatement

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 September 20, 2016

Susan G. Robostello, City Clerk

Brock D. Russell, Esquire

DISCHARGE OF MORTGAGE

A certain Mortgage dated December 14, 2015 made by **Tyanne Anderson** to the **City of Millville**. This Mortgage was made to secure payment of \$8,250.00. It was recorded in the Clerk's Office of Cumberland County on December 21, 2015 in Book 4136, Page 4728.

This Mortgage has now been paid in full or otherwise satisfied. It may now be discharged of record. This means that this Mortgage is now cancelled and void. I sign and certify to this Discharge of Mortgage on _____, 2016.

Witnessed or Attested By:

CITY OF MILLVILLE

Susan G. Robostello, City Clerk

Michael Santiago, Mayor

STATE OF NEW JERSEY
COUNTY OF CUMBERLAND SS:

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

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

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

RESOLUTION NO. R_____ -2016

WHEREAS, the City of Millville is the holder of a mortgage in the sum of \$8,250.00 executed by **Tyanne Anderson** covering property located at **18 East Vine Street** within the City of Millville more particularly described as **Block 364, Lot 13** on the Tax Map of the City of Millville; and

WHEREAS, the property owner obtained a change order for subsequent funds in the sum of \$1,600.00 which resulted in a second mortgage being recorded for the total sum of \$9,850.00 (the initial mortgage of \$8,250.00 + the change order amount of \$1,600.00); and

WHEREAS, the initial mortgage was never discharged thereby causing two separate mortgages on the property in question for the same funds.

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

1. The aforesaid mortgage in the sum of \$8,250.00 is hereby cancelled and the Mayor and City Clerk are hereby authorized to execute the Discharge of Mortgage.

2. The City Attorney is hereby authorized to record the Discharge of Mortgage in the Cumberland County Clerk's Office.

Moved By:
Seconded By:

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 September 20, 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.

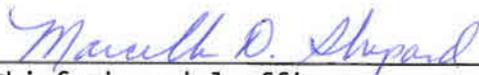
Contract Amount: 213,638.04
Resolution Date: 09/20/16
Resolution Number: A

Vendor: 65469 POST & SCHELL, P.C.
1600 JOHN F KENNEDY BLVD
PHILADELPHIA, PA 19103

Contract: Y4-00024 Airport Environmental

Account Number	Amount	Account Description
C-04-71-107-041-401	10,475.89	ORD 41'07 AUTH IMP VAC/ADJ LAND A/P&OTHR
Total	10,475.89	

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 for the City of Millville hereinafter the ("Municipality") and **Post & Schell, PC** (Stephen C. Jones) hereinafter ("Consultant") previously entered into a Professional Services Contract on April 1, 2014 as approved by Resolution No. R85-2014 adopted by the Municipality on April 1, 2014; and

WHEREAS, the aforesaid contract provided for a duration of two years and further provided for an award not to exceed \$200,000.00; and

WHEREAS, Consultant continued to provide necessary services to the Municipality through to July 29, 2016 and has generated billing in the amount of \$10,475.89 in excess of the \$200,000.00 award in the aforesaid Professional Services Contract; and

WHEREAS, the Municipality desires to amend the aforesaid Professional Services Contract to extend the duration through to July 29, 2016 and to provide for an additional award not to exceed the sum of \$10,475.89.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Millville that:

1. The First Amendment to the aforesaid Professional Services Contract between the Municipality and Post & Shell PC is hereby approved for an additional award not to exceed the sum of \$10,475.89;
2. The Mayor and City Clerk are hereby authorized to execute same.

Moved By:
Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting there of held September 20, 2016.

Susan G. Robostello, City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
POST & SCHELL, PC**

WHEREAS, the Board of Commissioners for the City of Millville hereinafter the ("Municipality") and **Post & Schell, PC** (Stephen C. Jones) hereinafter ("Consultant") previously entered into a Professional Services Contract on April 1, 2014 as approved by Resolution No. R85-2014 adopted by the Municipality on April 1, 2014;

WHEREAS, the aforesaid contract provided for a duration of two years and further provided for an award not to exceed \$200,000.00;

WHEREAS, Consultant continued to provide necessary services to the Municipality through to July 29, 2016 and has generated billing in the amount of \$10,475.89 in excess of the \$200,000.00 award in the aforesaid Professional Services Contract;

WHEREAS, the Municipality desires to amend the aforesaid Professional Services Contract to extend the duration through to July 29, 2016 and to provide for an additional award not to exceed the sum of \$10,475.89;

NOW THEREFORE based upon the mutual covenants by and between the parties it is agreed that the aforesaid Professional Services Contract of April 1, 2014 is hereby amended as follows:

1. ARTICLE IV is hereby amended to provide for an additional award not to exceed the sum of \$10,475.89;
2. Paragraph 6 is hereby amended to provide for an extension of the contract duration through to July 29, 2016;
3. All other terms and conditions set forth in the aforesaid Professional Services Contract not inconsistent with the above revisions shall remain in full force and effect.

CITY OF MILLVILLE

By: _____
Michael Santiago, Mayor

ATTEST:

Susan G. Robostello, City Clerk

WITNESS:

POST & SCHELL

By: _____
Stephen C. Jones,

Shareholder

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.

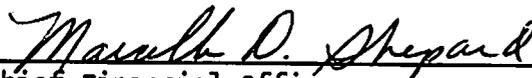
Contract Amount: 5,500.00
Resolution Date: 09/20/16
Resolution Number: A

Vendor: 32846 GPM ASSOCIATES
1878 MARLTON PIKE EAST
CHERRY HILL, NJ 08003

Contract: 16-00056 water Utility-Consulting work
for filing an Emergency
Response Plan with DEP

Account Number	Amount	Department Description
6-05-55-500-140-229	5,500.00	PUMPING STATION
Total	5,500.00	

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



Chief Financial Officer

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

RESOLUTION NO. R _____ 2016

WHEREAS, the Board of Commissioners of the City of Millville Water Utility is required to develop and submit an updated Emergency Response Plan (hereinafter "**ERP**") to the New Jersey Department of Environmental Protection under the USEPA Public Health Security Bioterrorism and Response Act of 2002 and the NJDEP Water Allocation Permit Regulations; and

WHEREAS, the Board of Commissioners of the City of Millville (hereinafter "Municipality") desires to retain the services of GPM Associates (hereinafter "Contractor") to assist the Municipality in the preparation and submittal of an ERP for the City's water utility; and

WHEREAS, this contract is being awarded on a non-fair and open basis as a Professional Services Contract in an amount not to exceed the sum of \$5,500.00 and is therefore consistent with City Code Section 2-64.3; 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 Professional Services Contract between the Municipality and the contract with GPM Associates is hereby approved.
2. The Mayor and City Clerk are hereby authorized to execute the 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

**PROFESSIONAL SERVICES CONTRACT
GPM ASSOCIATES**

WHEREAS, the Board of Commissioners of the City of Millville Water Utility is required to develop and submit an updated Emergency Response Plan (hereinafter "ERP") to the New Jersey Department of Environmental Protection under the USEPA Public Health Security Bioterrorism and Response Act of 2002 and the NJDEP Water Allocation Permit Regulations; and

WHEREAS, the Board of Commissioners of the City of Millville (hereinafter "Municipality") desires to retain the services of GPM Associates to assist the Municipality in the preparation and submittal of an ERP for the City's water utility; and

WHEREAS, this contract is being awarded on a non-fair and open basis as a Professional Services Contract in an amount not to exceed the sum of \$5,500.00 and is therefore consistent with City Ordinance Section 2-64.3; and

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

ARTICLE 1. PURPOSE OF AGREEMENT

The Municipality desires to appoint GPM Associates to assist the Municipality in the preparation and submittal of an ERP for the City's water utility.

ARTICLE II. SCOPE OF SERVICES

The Contractor will provide services to the Municipality in accordance with the proposal prepared by Contractor dated September 1, 2016, a copy of which is incorporated herein by reference thereto.

ARTICLE III. MUNICIPAL RESPONSIBILITY

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

ARTICLE IV. CONSIDERATION AND METHOD OF PAYMENT

The Contractor will be compensated in accordance with the 2016 Preferred Client Fee and Rate Schedule attached to its aforesaid proposal dated September 1, 2016, however, in an amount not to exceed \$5,500.00. Billing likely to exceed said amount shall require further authorization.

Billing shall be made by Voucher only with itemized invoice attached. Vouchers shall be submitted periodically as work is performed on not less than a monthly basis. Payment by the City shall be made within thirty (30) days of the presentation of the Voucher. If employees of the City request services from the 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.

ARTICLE V. AFFIRMATIVE ACTION

Attachment A containing the Affirmative Action requirements is incorporated herein.

ARTICLE VI. AMERICANS WITH DISABILITIES ACT

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

ARTICLE VII. NON-FAIR AND OPEN CONTRACT

This contract has been awarded to the Contractor under a Non-Fair and Open process as a professional services contract. Attachment C containing Non-Fair and Open Contract Contribution Prohibition Language is incorporated herein. The Municipality has in this case chosen to award this contract under a non-fair and open process as is permitted by City Code § 2-64.3 based upon the fact that the contract price shall not exceed \$5,500.00

ARTICLE VII. GENERAL PROVISIONS

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

2. **ASSIGNMENT.** The Contractor agrees not to assign or transfer its rights or responsibilities in this Contract without the prior written consent of the City. 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.

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 Contractor.

All duties and responsibilities undertaken pursuant to this Contract shall be the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other person.

4. **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.

5. **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.

6. **DURATION OF CONTRACT.** The duration of this Contract shall be for the period of one year from September 1, 2016 through to August 31, 2017.

7. **INDEMNIFICATION.**

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

8. **INSURANCE**

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

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

9. **STANDARD OF CARE.** The 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 the City based in whole or in part upon the plans, designs, or documents prepared by the Contractor.

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 Contractor. 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 Contractor 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:

GPM Associates

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

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

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

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

ATTACHMENT D
Schedule of Insurance

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

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

C. Errors and Omissions/Professional Liability. A minimum limit of liability of one million (\$1,000,000) dollars per incident and an annual aggregate of two million (\$2,000,000.00) dollars.

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

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

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

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: 2,500.00
Resolution Date: 09/20/16
Resolution Number: A

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

Contract: 16-00057 Handle Legal Collection
Matters for Millville

Account Number	Amount	Department Description
6-01-20-155-266-277	2,500.00	LEGAL SERVICES & COSTS
Total	2,500.00	

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



Chief Financial Officer

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

RESOLUTION NO. R _____ 2016

WHEREAS, the Board of Commissioners of the City of Millville (hereinafter the "Municipality") desires to retain the services of **Theodore H. Ritter, Esquire** (hereinafter "Contractor") to handle collection matters on behalf of the Municipality; and

WHEREAS, Mr. Ritter has agreed to handle such matters on a contingency basis with the Municipality being responsible for Contractor's court costs and other associated out of pocket expenses; and

WHEREAS, this is a Professional Services Contract which is being awarded based on Contractor's special skills; and

WHEREAS, this contract is being awarded on a non-fair and open basis because it is a Professional Services Contract and because the amount of the award shall not exceed the amount of \$2,500.00.

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

1. The Professional Services Contract between the Municipality and the Contractor is hereby approved with all fees being paid on a contingency basis and with the Municipality being responsible for Contractor's court costs and other associated out of pocket expenses which costs and expenses are not to exceed \$2,500.00;
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 September 20, 2016.

Susan G. Robostello, City Clerk

**PROFESSIONAL SERVICES CONTRACT
THEODORE H. RITTER, ESQUIRE**

WHEREAS, the Board of Commissioners of the City of Millville (hereinafter the "Municipality") desires to retain the services of **Theodore H. Ritter, Esquire** (hereinafter "Contractor") to handle collection matters on behalf of the Municipality; and

WHEREAS, Mr. Ritter has agreed to handle such matters on a contingency basis with the Municipality being responsible for Contractor's court costs and other associated out of pocket expenses; and

WHEREAS, this is a Professional Services Contract which is being awarded based on Contractor's special skills;

WHEREAS, this contract is being awarded on a non-fair and open basis because it is a Professional Services Contract and because the amount of the award shall not exceed the amount of \$2,500.00;

IT IS THEREFORE AGREED BY THE PARTIES BASED UPON THE MUTUAL COVENANTS SET FORTH BELOW AS FOLLOWS:

ARTICLE 1. PURPOSE OF AGREEMENT

The Municipality desires to appoint Theodore H. Ritter, Esquire to handle collection matters on behalf of the Municipality.

ARTICLE II. SCOPE OF SERVICES

The Contractor will provide collection services on behalf of the Municipality.

ARTICLE III. MUNICIPAL RESPONSIBILITY

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

ARTICLE IV. CONSIDERATION AND METHOD OF PAYMENT

Contractor shall be compensated on a contingency basis as follows:

1. On collection amounts where less than \$2,000.00 is owing, Contractor shall be paid a contingency fee equal to 40% of all net amounts recovered.
2. On collection amounts where \$2,000.00 or more is owing, Contractor shall be

paid a contingency fee equal to 33 1/3% of all net amounts recovered.

3. Contractor shall be entitled to be reimbursed all court costs and other associated out of pocket expenses incurred by him in rendering the aforesaid professional services not to exceed \$2,500.00.

ARTICLE V. AFFIRMATIVE ACTION

Attachment A containing the Affirmative Action requirements is incorporated herein.

ARTICLE VI. AMERICANS WITH DISABILITIES ACT

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

ARTICLE VII. NON-FAIR AND OPEN CONTRACT

This contract has been awarded to the Contractor under a Non-Fair and Open process as a professional services contract. Attachment C containing Non-Fair and Open Contract Contribution Prohibition Language is incorporated herein. The Municipality has in this case chosen to award this contract under a non-fair and open process as is permitted by City Code § 2-64.3 based upon the fact that the contract price shall not exceed \$2,500.00.

ARTICLE VII. GENERAL PROVISIONS

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

2. **ASSIGNMENT.** The Contractor agrees not to assign or transfer its rights or responsibilities in this Contract without the prior written consent of the City. 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.

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 Contractor. All duties and responsibilities undertaken pursuant to this Contract shall be the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other

person.

4. **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.

5. **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.

6. **DURATION OF CONTRACT.** The duration of this Contract shall be for the period of one year from October 1, 2016 through to September 30, 2017.

7. INDEMNIFICATION & INSURANCE.

A. **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.

B. **INSURANCE.** 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.

The Schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than amounts specified in the attached schedule or

greater where required by law. See Schedule of Insurance attached as Attachment D.

8. **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 the City based in whole or in part upon the plans, designs, or documents prepared by the Contractor.

9. **TERMINATION OF CONTRACT.** The City 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 City shall be responsible for the payment for all work performed by the Contractor to the point of termination.

10. **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:

Theodore H. Ritter, Esquire

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

GOODS AND SERVICES CONTRACT
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT B

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

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

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

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

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

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

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

ATTACHMENT C

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

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

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

ATTACHMENT D
Schedule of Insurance

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

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

C. Errors and Omissions/Professional Liability. A minimum limit of liability of one million (\$1,000,000) dollars per incident and an annual aggregate of two million (\$2,000,000.00) dollars.

D. Automobile Liability. A minimum of one million (\$500,000.00) dollars 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 without the "Municipality's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits or scope of the applicable insurance coverage.

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

RESOLUTION NO. R _____ 2016

WHEREAS, the City received a letter from the Mayor of the City of Vineland, Ruben Bermudez, dated August 19, 2016 requesting that the City agree to the inter-governmental transfer of one of its employees, **Joy A. DeMaio**, to the City of Vineland; and

WHEREAS, Mayor Bermudez submitted a proposed Intergovernmental Transfer Agreement which was signed by Joy A. DeMaio representing her consent to the aforesaid transfer; and

WHEREAS, the Board of Commissioners finds it to be in the best interest of the City to enter into the aforesaid agreement;

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

1. The Mayor is hereby authorized to execute the Inter-governmental Transfer Agreement.
2. The City Clerk is hereby authorized to execute the Inter-governmental Transfer 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 September 20, 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: 15,000.00
Resolution Date: 09/20/16
Resolution Number: A

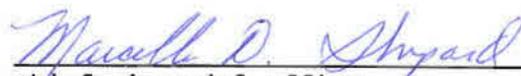
Vendor: 08464 SARAH E. BIRDSALL

PO BOX 243
GREENWICH, NJ 08323

Contract: 16-00014 PLANNING CONSULTANT

Account Number	Amount	Department Description
6-01-21-180-000-228	5,000.00	PLANNING BOARD
Total	5,000.00	

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



Chief Financial Officer

**CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY
RESOLUTION NO. R _____-2016**

WHEREAS, the Municipality retained the services of **Sarah E. Birdsall, PP, AICP** to perform municipal planning services to the Municipality under a Professional Services Contract adopted by Resolution No. R17-2016; and

WHEREAS, said Contract provided for a term of one year through December 31, 2016 and provided for compensation not to exceed \$10,000.00; and

WHEREAS, the Municipality, the City of Millville Planning Board as well planning officials from the New Jersey District of Community Affairs have been conducting a thorough re-examination of the City's Master Plan and its zoning districts and whereas Ms. Birdsall's services have exceeded the \$10,000.00 originally awarded; and

WHEREAS, the Board of Commissioners finds that it would be in the best interests of the City to amend Ms. Birdsall's Contract to provide an additional compensation of \$5,000.00 so that she can complete her services to the Municipality; and

WHEREAS, the original Professional Services Contract was awarded pursuant to a fair and open process where a request for proposals were solicited by the Municipality; and

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Millville as follows:

1. The First Amendment to the Professional Services Contract between the Municipality and Sarah E. Birdsall, PP, AICP is hereby approved in an additional amount not to exceed \$5,000.00 (for a total award of \$15,000.00).
2. The Mayor and City Clerk are hereby authorized to execute the same.

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

FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

THIS FIRST AMENDMENT is made this ____ day of _____, 2016 by and between the City of Millville, a Municipal Corporation of the State of New Jersey, 12 South High Street, Post Office Box 6090, Millville, New Jersey, hereafter referred to as "Municipality" and **Sara E. Birdsall, PP, AICP**, Post Office Box 243, Greenwich, New Jersey, hereafter referred to as "Consultant."

WHEREAS, the Municipality retained the services of Consultant to perform municipal planning services to the Municipality under a Professional Services Contract adopted by Resolution No. R17-2016; and

WHEREAS, said Contract provided for a term of one year through December 31, 2016 and provided for compensation not to exceed \$10,000.00; and

WHEREAS, the Municipality, the City of Millville Planning Board as well as planning officials from the New Jersey District of Community Affairs have been conducting a thorough re-examination of the City's Master Plan and its zoning districts and whereas Consultant's services have exceeded the \$10,000.00 originally awarded; and

WHEREAS, the Board of Commissioners finds that it would be in the best interests of the City to amend Consultant's Contract to provide an additional compensation of \$5,000.00 so that she can complete her services to the Municipality; and

WHEREAS, the original Professional Services Contract was awarded pursuant to a fair and open process where a request for proposals were solicited by the Municipality.

IT IS HEREBY AGREED between the parties that the original Professional Services Contract is hereby amended as follows:

Article IV. CONSIDERATION AND METHOD OF PAYMENT

The consideration provided in Article IV is amended to provide an additional award not to exceed \$5,000.00 (for a total award of \$15,000.00) under the same terms and conditions set forth in Article IV.

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

Attest:

CITY OF MILLVILLE

Susan G. Robostello, City Clerk

By: _____
MICHAEL SANTIAGO, Mayor

Witness:

SARAH E. BIRDSALL, PP, AICP

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: 190,549.00
Resolution Date: 09/20/16
Resolution Number: A

Vendor: 30520 GARRISON ENTERPRISE INC
211 WEST ELMER ROAD
VINELAND, NJ 08360

Contract: 16-00058 South Millville water Main
Replacement I-Columbine Ave

Account Number	Amount	Account Description
C-06-77-116-006-401	190,549.00	REPAIRS OF WATER MAINS-CEDAR, COLUMBINE,
Total	190,549.00	

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



Chief Financial Officer

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

WHEREAS, the City has determined a need for the project entitled “South Millville Water Main replacement Phase I-Columbine Avenue”; and

WHEREAS, formal competitive bids were received for this project by the Purchasing Board of the City of Millville on Thursday, September 15, 2016; and

WHEREAS, funds for this project are available through Municipal Bond Ordinance No. 6-2016; and

WHEREAS, the bids received have been reviewed by the Office of the Municipal Engineer, and a report of recommendation has been submitted by the Office of the Municipal Engineer; and

WHEREAS, the Purchasing Agent has reviewed the bids and concurs with the recommendation of the Municipal Engineer.

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

The City of Millville hereby awards a Contract for the project entitled “South Millville Water Main Replacement Phase I- Columbine Avenue” to Garrison Enterprises, Inc., 211 West Elmer Road, Vineland, NJ 08360 in the total amount of \$190,549.00.

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 September 20, 2016.

 Susan G. Robostello, City

Clerk

RESOLUTION NO.

A RESOLUTION TO AFFIRM THE CITY OF MILLVILLE'S CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS

WHEREAS, it is the policy of City of Millville to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act, and

WHEREAS, the governing body of City of Millville has determined that certain procedures need to be established to accomplish this policy

NOW, THEREFORE BE IT ADOPTED by the Board of Commissioners that:

Section 1: No official, employee, appointee or volunteer of the City by whatever title known, or any entity that is in any way a part of the City shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person's constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the City's business or using the facilities or property of the City.

Section 2: The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the City to provide services that otherwise could be performed by the City.

Section 3: Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

Section 4: The City Administrator shall establish written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

Section 5: No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

Section 6: The City Administrator shall establish written procedures that require all officials, employees, appointees and volunteers of the City as well as all other entities subject to this resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

Section 7: This resolution shall take effect immediately.

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 September 20, 2016.

Susan G. Robostello, City Clerk

