

**TENTATIVE AGENDA FOR COMMISSION MEETING
OCTOBER 4, 2016, 6:30 P.M.**

1. ROLL CALL - OCTOBER 4, 2016

Reverend Jack Fosbenner to deliver the invocation, followed by the Salute to the flag.

Open Public Meetings Statement by Mayor Michael Santiago

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

2. CITY CLERK TO REVIEW CHANGES TO THE AGENDA

3. MINUTES

Motion to approve and dispense with the reading of the September 20, 2016 Work Session minutes and September 20, 2016 Commission Meeting minutes, and to proceed with the regular order of business.

4. BILLS

5. PUBLIC COMMENT ON AGENDA ITEMS ONLY

6. OLD BUSINESS

6.I. Old Business Item (1)

Motion to receive and file the following reports received from the Purchasing Agent:

September 28, 2016

Projects known as "Banking Services" and "Administration of the City's Section 125 Plan"

September 28, 2016

Project known as "Automotive and Light Duty Truck OEM and Non OEM Parts"

Motion-

Second-

Documents:

[REPORT FROM PURCHASING AGENT FOR BANKING SERVICES 10-4-2016.PDF](#)
[REPORT - REJECT RE-BID FROM GENUINE PARTS.PDF](#)

7. PETITIONS & LETTERS

7.I. Petitions & Letters Item (1)

Correspondence received from Mayor Michael Santiago re-appointing Larry O'Donnell to the Planning Board as a Class IV member with a term expiring on November 8, 2020.

Motion-

Second-

Documents:

[RE-APPOINTMENT LETTER - LARRY O'DONNELL 10-4-2016.PDF](#)

8. REPORTS OF COMMISSIONERS

9. DEPARTMENT OF PUBLIC WORKS

10. DEPARTMENT OF PUBLIC AFFAIRS

11. DEPARTMENT OF REVENUE & FINANCE

11.I. Department Of Revenue & Finance

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

b.)Minutes from the August 9, 2016 Safety Committee Meeting

Motion-

Second-

Documents:

[TAX COLLECTORS REPORT AUGUST 2016.PDF](#)
[SAFETY COMMITTEE MEETING MINUTES AUGUST 9, 2016.PDF](#)

12. DEPARTMENT OF PARKS & PUBLIC PROPERTY

13. DEPARTMENT OF PUBLIC SAFETY

14. ORDINANCES 1ST READING

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

Bond Ordinance authorizing improvements to Storm Water Drainage System and appropriating the sum of \$300,000 to pay the cost thereof, to authorize the issuance of \$285,000 of bonds to finance the appropriation, and to provide for the issuance of bond anticipation notes in anticipation of the issuance bonds.

Motion-

Second-

Supplemental Debt Statement

Documents:

[ORDINANCE STORM WATER DRAINAGE UTILITY 10-4-16 - 1ST READING.PDF](#)
[SUPPLEMENTAL DEBT STATEMENT 10-4-2016.PDF](#)

15. ORDINANCES 2ND READING

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

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 at the intersection of Cedarville Rd and Buckshutem Rd on November 5 & 6 from 7 a.m. to 7 p.m.

Motion-

Second-

Public Hearing

Documents:

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

16. RESOLUTIONS

16.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:

[CUT AND CLEAN RESOLUTION 10-4-2016.PDF](#)

- 16.II.** Resolution Item (2)
Resolution approving Taxicab Operator License for the period covering January 1, 2016 through December 31, 2016 for James Hatch and Jose Celaya
Motion-
Second-
Documents:
[RES -2016 - TAXI OPERATOR LICENSE FOR JAMES HATCH 10-04-16.PDF](#)
- 16.III.** Resolution Item (3)
Resolution authorizing adjustments in the Tax and Utility Records
Motion-
Second-
Documents:
[RES - TAX UTILITY ADJUSTMENTS 10-4-2016.PDF](#)
- 16.IV.** Resolution Item (4)
Resolution authorizing Water/ Sewer Termination on October 24, 2016 due to payment default pursuant to Section 56-18 of the Municipal Code
Motion-
Second-
Documents:
[RES - WATER SEWER TERMINATION NOTICE.PDF](#)
- 16.V.** Resolution Item (5)
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 plus administrative fees in accordance with Chapter 11, Article III of the Municipal Code
Motion-
Second-
Documents:
[RES - BOARD AND SECURE 10-4-2016 MTG.PDF](#)
- 16.VI.** Resolution Item (6)
Resolution approving the insertion of special item of revenue (Chapter 159) in the sum of \$73,663.92 from the NJ Department of Environmental Protection - Clean Communities Program
Motion-
Second-
Documents:
[RES - CHPT 159 - 2016 CLEAN COMM 6 7 16 \(003\).PDF](#)
- 16.VII.** Resolution Item (7)
Resolution rejecting the one bid received for the CY2016 Automotive and Light Duty Truck OEM and Non OEM Parts on September 22, 2016 due to a flaw in the bid proposal and to approve a rebid
Motion-
Second-
Documents:
[RESOLUTION - REJECT BID AUTO PARTS.PDF](#)
- 16.VIII.** Resolution Item (8)
Resolution authorizing award of Professional Service Contract to Cape Bank, a division of Ocean First Bank to perform Banking Services commencing on October 1, 2016 through September 30, 2018
Motion-
Second-
Documents:
[RESOLUTION-CY17-18 BANKING SERVICES.PDF](#)
[PSC CAPE BANK OCEAN FIRST 10-4-2016.PDF](#)
[OCEAN FIRST ATTACHMENT D 10.3.16.PDF](#)
- 16.IX.** Resolution Item (9)
Resolution authorizing the purchase of Two (2) - 2017 Police Interceptor Utility, AWD Vehicles from Chas. S. Winner, Inc. for \$33,596.00 each for a total cost of \$67,192.00 under the State Contract
Motion-
Second-
(Certification of Funds)
Documents:
[CERT OF FUNDS - VEHICLES 10-4-2016.PDF](#)
[RES -STATE CONTRACT POLICE VEHICLES 10-4-16 MTG \(1\).PDF](#)
- 16.X.** Resolution Item (10)
Resolution authorizing third amendment to Standard Professional Service Contract between the City of Millville and GEI Consultants for continued License Site Remediation Professional Support Services for the former Airwork Facility Group as well as a change order for the completion of a number of necessary out-of-scope services performed during implementation of the remedial investigation and reporting activities conducted between November of 2015 and May of 2016 in an amount chargeable to the city not to exceed \$23,561.00
Motion-
Second-
(Certification of Funds)
Documents:
[ATTACHMENT 2-GEI PSC ATTACHMENT D 10-4-2016.PDF](#)
[ATTACHMENT 1 -GEI THIRD AMENDED 10-4-2016.PDF](#)
[RES. THIRD AMENDMENT GEI PSC 10-4-2016.PDF](#)
[CET OF FUNDS - GEI 10-4-2016.PDF](#)
- 16.XI.** Resolution Item (11)
Resolution authorizing action by the City Attorney
Motion:
Second:
Documents:
[RESOLUTION-AUTHORIZING ACTION BY THE CITY ATTORNEY.PDF](#)

17. NEW BUSINESS

17.I. New Business Item (1)

Motion to authorize the following Special Events:

Professional Athletic Event:

- a) Offroad Harescramble sponsored by Northeast Offroad Championship Series to be held on October 8, 2016, 12:00 p.m. to 6:00 p.m. and October 9, 2016, 8:30 a.m. to 4:30 p.m. at 3001 e. Main St Route 49 Holly Orchard

Cumberland County Fairgrounds-Other Events Application:

- a) Family Movie Night & Trunk or Treat sponsored by the Cumberland County Cooperative Association on October 22, 2016, 4:00 p.m. to 10:00 p.m.
- b) Haunted Halloween Hayride sponsored by the Cumberland County Cooperative Association on October 14 & 15, 2016, 4:00 p.m. to 11:00 p.m.
- c) 5K and Fun Run sponsored by the Cumberland County Cooperative Association on October 16, 2016 9:00 a.m. to 3:00 p.m.

Motion-
Second-

17.II. New Business (2)

Motion to authorize the following:

Bingo License

- a) On behalf of Grandparents Association of Edgerton Christian Academy, for a Bag Bingo to be held at the Millville Elk's Lodge on November 11, 2016 from 5:00 pm to 11:00 pm

Raffle License

- a) On behalf of Grandparents Association of Edgerton Christian Academy, for a On-Premise Merchandise to be held at the Millville Elk's Lodge on November 11, 2016 from 5:00 pm to 11:00 pm

- b) On behalf of Grandparents Association of Edgerton Christian Academy, for a On-Premise 50/50 to be held at the Millville Elk's Lodge on November 11, 2016 from 5:00 pm to 11:00 pm

Social Affair Permit

- a) On behalf of Ukrainian National Home for a dinner/dance to be held on October 22, 2016 from 5:00 P.M. to 12:00 A.M. at the Ukrainian National Home located on Hook Avenue

Catering Affair Permit

- a) On behalf of 54th Street Liquor LLC of Vineland for a Community Welcoming Event for Ocean First Bank on November 10, 2016 from 5:30 P.M. to 7:30 P.M. to be held at Wheaton Arts, 1501 Glasstown Road, Millville

Motion-
Second-

17.III. New Business Item (3)

Motion to authorize the City Clerk to advertise for bids for the project known as "Rebid CY2016 Automotive and Light Duty Truck OEM and Non OEM Parts" with said bids to be received by the Purchasing Board on October 20, 2016 at 10:00 a.m.

Motion-
Second-

Documents:

[PUBLIC NOTICE REBID CY 2016 AUTO PARTS \(1\).PDF](#)

18. 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



OFFICERS

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

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

September 28, 2016

TO: Board of Commissioners

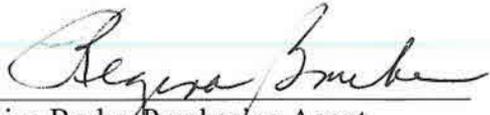
From: Regina Burke

On September 13, 2016, the Purchasing Board received proposals for Banking Services and Administration of the City's Section 125 Plan.

The City received two proposals for Banking Services. Capital Bank was only interested in servicing our trust accounts and proposed .35% interest. Cape Bank which is now a division of Ocean Bank proposed no monthly fees and an annual interest rate of .60% for two years. The City is presently banking with Cape Bank and are pleased with their services.

The City received one proposal for the Administration of the Sections 125 Plan from American Fidelity Assurance Company. Their proposal to provide this service is at no cost in exchange for access to offer their portfolio of voluntary benefits to the City's employees. The City presently has the same agreement with American Fidelity.

The Purchasing Board recommends awarding a two year banking service contract to Cape Bank, a division of Ocean Bank and the award of CY 2017 Administration of the Section 125 Plan to American Fidelity Assurance Company.


Regina Burke, Purchasing Agent

COMMISSIONERS

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



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OFFICERS

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

September 28, 2016

TO: Board of Commissioners

FROM: Regina Burke, QPA

On September 21, 2016, the Purchasing Board received proposals for Rebid CY 2016 Automotive and Light Duty Truck OEM and Non OEM Parts.

The City received one proposal from Genuine Parts Company D/B/A NAPA Auto Parts. The Company did not submit a bid bond or cashier's check so the bid needs to be rejected and the city needs to be rebid for Auto Parts.


Regina Burke, Purchasing Agent

COMMISSIONERS

MICHAEL SANTIAGO, MAYOR
Director of Public Safety
LYNNE PORRECA COMPARI
Director of Public Affairs
DAVID W. ENNIS
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September 28, 2016

Board of Commissioners
City of Millville

Fellow Commissioners:

I hereby re-appoint Larry O'Donnell as a Class IV member of the Planning Board of the City of Millville with a term expiring on November 8, 2020.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Michael Santiago', written over a horizontal line. The signature is fluid and cursive.

Mayor Michael Santiago

MS/jh

Cc: Samantha Silvers, Secretary
Larry O'Donnell

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

FOR THE MONTH OF AUGUST 2016


SHERRI J BALL, CTC
Tax Collector

	A	B	C
1	TAX COLLECTOR'S		
2	MONTHLY REPORT OF CASH RECEIPTS		
3			
4			COLLECTIONS
7	101	Tax Sale Payment - Current	
8	109	Tax Sale Payment - Arrears	
9		DELINQUENT TAXES	708.77
10	SPL	SPEC CH-LIEN INSTALL	304.64
11	CY16	CURRENT YEAR TAXES	8,020,858.90
12	CY17	PRE-PAID TAXES	62,237.12
13			\$ 8,084,109.43
14			
15	94	ATTORNEY FEES	
16	95	LIEN WEED ASSESSMENT	6,647.66
17	96	RECORDING FEES	40.00
18	99	TAX TITLE LIENS	6,960.66
19			
20		INTEREST	
21		TAXES	8,836.38
22		LIEN	1,696.75
23		TAX SALE	
24	1FA	COST OF SALE	
25		ARREARS	56.01
26		SPEC CH-LIEN INSTALL	114.84
27		CLEAN-UP ASSMT	24.11
28		LIEN PENALTY	
29		6% YEAR END PENALTY	
30			\$ 24,376.41
31			
32	17	STATE FEE	
33	18	CLEAN-UP/DEMO ASSMT	2,316.12
34	108	TAX SALE SPECIAL ASSMT	
35	AA	DUE STATE MARRIAGE LIC.	250.00
36	A1	ALCHOLIC BEV. LIC.	
37	A2	FINGER PRINTS	10.00
38	A4	MARRIAGE LICENSE	114.00
39	A5	BUSINESS LICENSE	340.00
40	A6	RAFFLE LICENSE	810.00
41	A7	BINGO LICENSE	800.00
42	A8	YARD SALE LICENSE	190.00
43	A9	TAXI LICENSE & REGIS	245.00
44	B1	UNIFORM CONST. CODE	
45	B2	VITAL STATISTICS	980.00
46	B3	ZONING BOARD	
47	B4	PLANNING BOARD	
48	B5	TAX SEARCHES	10.00
49	B6	IMPROV. SEARCH	
50	B7	POLICE ALARMS	
51	B8	OCCUPANCY PERMITS	3,652.00
52	B9	SMOKE DET. COMP.	1,280.00
58	C1	ST OPENINGS W/S	3,200.00
60	C3	FIRE SAFETY OFFICIAL	126.00
61	C4	OTHER FEE/PERMIT	
62	C5	MUNICIPAL COURT	29,004.11
64	C6	FORECLOSED PROP REG	26,050.00
65	CA	TOWING FEE	
66	CB	VARIANCE LIST FEE	20.00
67	CC	P.I.L.O.T.	65,732.98

	A	B	C
1	TAX COLLECTOR'S		
2	MONTHLY REPORT OF CASH RECEIPTS		
3			
4			<u>COLLECTIONS</u>
68		P.I.L.O.T. INTEREST	
69	CD	PLANS & SPEC FEES	1,500.00
70	CE	ZONING APPL FEE	1,425.00
71	D1	PILOT - GROUP HOMES	4,672.44
72	D2	PILOT-CCIA	
92	E8	INTEREST INC. CURRNT	457.41
104	F3	TRAILER LICENSE FEE	21,701.40
106	F5	FIREARMS REG.	227.00
108	F7	SALE OF MUN ASSETS	10.00
109	F8	MRNA	1,665.69
110	F9	ACCIDENT REPORTS	14.00
113	FB	EVIDENCE MONEY	510.47
114	FC	SPRINT RENT PROCEEDS	4,208.72
116	FD	TMOBILE RENT PROCESS	1,815.11
117	FE	AT & T RENT PROCEED	3,539.05
123	G3	PHOTOCOPIES	7.20
158	G7		24,626.59
159	HD		320.00
160	IB8	BD OF ED-GAS	1,724.54
161	IHA	MLV HOUS AUTH-FLEET	
162	INB	CURR BUDGET REFUND	
163	IND	RENT-DOCKING SPACES	
164	INF	RENT-A/R FIRE/RESCUE	
165	INV	INVOICE-CURRENT	944.46
166		MISCELLANEOUS CURRENT	\$ 204,499.29
167			
168			
169	STATE & FEDERAL GRANTS		
170			
191	EA	MUN.-ALLIANCE GRANT	7,850.00
211			
212		STATE AND FEDERAL GRANT TOTAL	7,850.00
213			
214			
215		TOTAL DEPOSIT TO CURRENT FUND:	8,320,835.13

	A	B	C
1	TAX COLLECTOR'S		
2	MONTHLY REPORT OF CASH RECEIPTS		
3			
4			COLLECTIONS
216			
217	WATER UTILITY		
218			
219		RENTS	
220			
221		RESIDENTIAL COLLECTIONS	209,238.45
222		NON-RESIDENTIAL COLLECTIONS	131,554.00
223		FIRE HYDRANTS	1,602.05
224	102	TAX SALE-WATER COLLECTIONS	
225	112	WATER ARREARS TAX SALE	
226	12	WATER ARREARS	14.41
227	97	WATER LIENS	
228			
229		MISCELLANEOUS	
230			
231	WMF	TURN ON/OFF	1,098.97
232	SWM	SUBS WTR MISC (WMF)	
233	WCF	CONNECTING FEES	940.00
234	MTR	NEW METER	750.00
235	TAP	WATER TAP FEE	750.00
236			
237		INTEREST	
238			
239		COLLECTIONS	821.07
240		TAX SALE	
241		ARREARS	17.56
242		LIENS	
243		TOTAL WATER DEPOSIT	\$ 346,786.51
244			
245			
246	SEWER OPERATING		
247			
248		RENTS	
249			
250		RESIDENTIAL COLLECTIONS	\$ 410,761.25
251		NON-RESIDENTIAL COLLECTIONS	\$ 223,966.99
252		SEWER LIENS	
253	103	TAX SALE-SEWER COLLECTIONS	
254	13	SEWER ARREARS	\$ 376.66
255	113	SEWER ARREARS TAX SALE	
256			
257		INTEREST	
258			
259		COLLECTIONS	1,780.55
260		TAX SALE	
261		ARREARS	16.93
262		LIENS	
263			
264		MISCELLANEOUS	
265	SCF	CONNECTING FEES	3,480.00
302		TOTAL SEWER DEPOSIT	640,382.38

	A	B	C
1	TAX COLLECTOR'S		
2	MONTHLY REPORT OF CASH RECEIPTS		
3			
4			COLLECTIONS
358			
359	PAYROLL DEDUCT ACCOUNT		
360			
361	IRT	RETIREE CONTRIBUTION	2,384.10
362			
363			
364		TOTAL PAYROLL DEDUCT	\$ 2,384.10
365			
378			
379			
380	ANIMAL CONTROL		
381			
382	R8	DOG LICENSE	466.00
383	R9	KENNEL LICENSE	
384	S1	FINES COSTS DOG	
385	S2	PREPAID LICENSES	
386	S3	INTRFND FRM CURRENT	
387	S4	Interfund - Other	
388	S5	DEFICIT RESERVE	
389		TOTAL ANIMAL CONTROL	\$ 466.00
390			
391			
392	COMMUNITY DEVELOPMENT		
393			
394	CDB	Code Enforcement Funds	
404		TOTAL COMMUNITY DEVELOPMENT (1)	\$ -
405			
406			
407	COMMUNITY DEVELOPMENT REVOLVING LOAN		
408			
412	U8	CDBG REV LOAN REPAY CD	
413	IU8	CDBG REV LOAN REAPY CD	
414		TOTAL COMMUNITY REVOLVING LOAN	\$ -
415			
416			
417	TRUST - OTHER		
418			
419	IPE	PUBLIC DEF-(INVOICE)	65.00
420	IPO	POLICE OFF DUTY (INVOICE)	3,976.02
428	TD	O/S POLICE EMPLOYMENT	15,926.00
432	TN	BUD VANAMAN MEMORIAL	100.00
446	V4	PLANNING BD ESCROWS	10,000.00
448	V6	DED/COMPEN/FIRE	616.00
449	V8	POAA (PARK OFF ADJ)	84.00
450	V7	PUB DEF APPLIC FEE	790.00
451		TOTAL TRUST (1)	\$ 31,557.02
452			
463			
464	UEZ & UEZ REVOLVING LOAN		
465			
469	UG	UEZ:INTFD-CURRENT	
470	IEZ	A/R 2ND GEN UEZ MORT	17,530.39
471			
472		TOTAL UEZ DEPOSIT	\$ 17,530.39
473			
474			
475			
476	TOTAL ALL		9,359,941.53

Safety Committee Meeting Minutes
August 9, 2016 – 9:00 A.M.
415 S. 15th Street

Those in attendance were as follows: Michael McDowell, Safety Coordinator; Steven Pierce, Water Superintendent; Wayne Gressman, General Supervisor of Streets and Roads; Frank Hignutt, Sewer Superintendent; Wayne Johnson, City Engineer; John Wettstein, Fire Captain; Brian Rosenberger, Tax Assessor; Larry Graham, Risk Management Consultant, Fairview Insurance Agency Associates, Inc.; Supt.; Pam Shapiro, Claims Coordinator and Susan Robostello, Fund Commissioner, Commissioner Joe Sooy.

1) Old Business

A) Evacuation Maps for all departments- Update:

The Engineering Department is working on this project.

B) Purchase of AED's- Update Grant applications submitted:

Mike Lippincott and Mike McDowell have prepared an application for a grant which will be submitted shortly.

C) OSHA Ten Certification- Update:

Larry Graham, Risk Management Consultant, Fairview Insurance Agency Associates, Inc. will provide options for training.

D) Active Shooter Policies and Training- Update:

There was no additional information provided at this time.

E) City Hall Roof Replacement – Update

Wayne Johnson reported the City Hall Roof project is complete.

F) Ware Avenue Demolition-Update

Wayne Johnson reported the demolition is in progress and the Certificate of Insurance has been approved.

G) ADA Compliance-Update

Pam Shapiro, Claims Coordinator and Wayne Johnson, City Engineer will schedule a meeting in September to prepare an ADA Plan and Grievance Procedure. Wayne Johnson also reported that ADA Compliance is not required for the upcoming Waste Water Treatment Plant Upgrade Phase II.

H) Safety Issues Regarding South Jersey Gas-Update

Larry Graham, Fairview Insurance Risk Management Consultant will follow up.

I) First Floor Door Issue-Update

Mike McDowell reported this repair is complete, the closure device was replaced.

K) 2016 Property Appraisal Process-Update

This project is ongoing Department Heads are reviewing the current list of city owned property schedules in Asset Works to make sure the list accurately reflects any additions, deletions made since the annual review in August 2015.

L) 2017-2018 Employment Practices Liability Program-Update

Fund Commissioner, Susan Robostello reported the ordinance amending Chapter 46 Personnel Policies has been adopted and will be effective 20 days from publication which is August 26, 2016. Mandatory training sessions have been scheduled for all employees to be conducted by the City Labor Attorney, John Dominy.

2) Claims-Accident Review

The claims were reviewed and recommendations were made to avoid like claims in the future.

Department Reports

The Sewer Department purchased a new vector, training of all employees is complete and sign in sheets have been submitted. A recent issue with a defective water cylinder was discussed and Larry Graham advised the city notify Qual Lynx of the defect. Fit testing will be done by the Fire Department for any employee requiring the apparatus.

Risk Management Consultant's Report

Mr. Graham reported the six year loss ratio last year was 103% and this year it is 84% which shows significant improvement.

New Business

The 2017 MEL Safety Institute Course Catalog and Request Form has been distributed. The Department Heads and the Safety Committee should review the Course Catalog and the city must request additional individual classes we would like to host on site no later than August 31, 2016.

The Wellness incentive provided by the Joint Insurance Fund in the amount \$1,500.00 is available for any Wellness activities the committee determines appropriate and of interest. The Safety Committee suggested contacting Samantha Cruz to plan a picnic for all employees and to invite healthcare officials from Occupational Health to do blood pressure screenings, body mass index, etc.

The city needs to purchase new road barrels. Commissioner Sooy directed the Safety Incentive Program Award in the amount of \$2,650.00 be used for the purchase of the barrels. Wayne Gressman will be purchase the barrels and provide a receipt to the Joint Insurance Fund for reimbursement.

Dates are being scheduled for the 2016 New Jersey Public Employees Occupational Safety and Health Act (PEOSH) required fire extinguisher training to be provided by the Millville Fire Department.

The Safety and Remediation Notice to advise the city of the safety issues with American Darling Fire Hydrants Manufactured from 2006 to 2011 was discussed. The city will determine the number of effected hydrants and contact American Customer Service as directed. American has retained contractors who will perform the remediation services, a certificate of insurance will be obtained from the sub-contractor prior to the work being done.

Instructional Training Forms for the Millville Sewer Utility have been revised effective July 11, 2016. Employees will be required to complete the form for proof of training for the Sewer Plant, the Collection System, the Pump Stations and Equipment.

The National Incident Management training requirement email will be distributed to all Department Heads this week. Mike Lippincott, Fire Chief is coordinating the training and is available to answer any questions.

Right to Know-Update The Right to Know surveys for 2016 are complete.

The next safety committee meeting is October 11, 2016 at 9 AM.

Respectfully submitted,

Susan Robostello
City Clerk/Administrator

CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY

ORDINANCE NO. ___ - 2016

BOND ORDINANCE AUTHORIZING IMPROVEMENTS TO THE MUNICIPAL STORM WATER DRAINAGE SYSTEM AND APPROPRIATING THE SUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) OF BONDS TO FINANCE THE APPROPRIATION, AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS

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

Section 1. Appropriation for Project-Down Payment

The improvements described in Section 3 of this Bond Ordinance are hereby respectfully authorized as general capital improvements to be made or acquired by the City of Millville, in the County of Cumberland, New Jersey (the "City"). For said improvements or purposes stated in Section 3, there are hereby appropriated the sums of money therein stated as the appropriations made for said improvements or purposes, said sums being inclusive of all appropriations heretofore made therefore and amounting in the aggregate to THREE HUNDRED THOUSAND DOLLARS (\$300,000), including the aggregate sum of FIFTEEN THOUSAND DOLLARS (\$15,000) which is hereby appropriated from the Current Fund of the City as the down payment for said improvements or purposes as required pursuant to N.J.S.A. 40A:2-11. It is hereby determined and stated that the amount of the down payment is not less than five percent (5%) of the obligations authorized by this Bond Ordinance and that the amount appropriated as a down payment has been made available prior to final adoption of this Bond Ordinance by provisions in prior or current budgets of the City for capital improvements and down payments, including also monies received from the United States of America, the State of New Jersey or the County of Cumberland, or agencies thereof, as grants in aid of financing said improvements or purposes.

Section 2. Authorization of Bonds

For the financing of said improvements or purposes and to meet the THREE HUNDRED THOUSAND DOLLARS (\$300,000) appropriation, negotiable bonds of the City are hereby authorized to be issued in the

maximum principal amount of TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) pursuant to the Local Bond Law of New Jersey (the "Local Bond Law") and any other law applicable thereto. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes stated in Section 3, negotiable note(s) of the City in the maximum principal amount of TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. Description of Project

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

IMPROVEMENT OR PURPOSE	APPROPRIATION AND ESTIMATED COST	AMOUNT OF BONDS OR NOTES
All work, equipment and materials required to upgrade and improve existing storm water drainage systems, including the costs of surveying, construction planning, engineering, preparation of plans and specifications, permits, bid documents and construction inspection and administration.		
Total	\$300,000	\$285,000

Section 4. Authorization of Notes

In anticipation of the issuance of said bonds and to temporarily finance said improvements, negotiable notes of the City in a principal amount equal to the said principal of bonds not exceeding TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) are hereby authorized to be issued pursuant to the limitations prescribed by the Local Bond Law. All such note(s) shall mature at such time as may be determined by the Chief Financial Officer or such other Financial Officer designated by Resolution for these purposes (both being hereinafter referred to in this Section as Chief Financial Officer); provided that no note shall mature later than

one (1) year from its issue date. Such note(s) shall bear interest at a rate or rates and shall be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with any note(s) issued pursuant to this Ordinance, and the signature of the Chief Financial Officer upon such note(s) shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell the note(s) from time to time at public or private sale in such amounts as the Chief Financial Officer may determine and not less than par, and to deliver the same from time to time to the purchasers thereof upon receipt of the purchase price plus accrued interest from their dates to the date of delivery thereof as payment thereof. Such Chief Financial Officer is authorized and directed to report in writing to the Mayor and the Commission of the City at the meeting next succeeding the date when any sale or delivery of the note(s) pursuant to this Ordinance is made. Such report shall include the amount, the description, the interest rate, the maturity schedule of the note(s) sold, price obtained and the name of the purchaser. All note(s) issued hereunder may be renewed from time to time for periods not exceeding one (1) year for the time period specified in and in accordance with the provisions and limitations of N.J.S.A. 40A:2-8(a) of the Local Bond Law. The Chief Financial Officer is further directed to determine all matters in connection with said note or notes and not determined by this Ordinance. The Chief Financial Officer's signature upon said note(s) shall be conclusive evidence of such determination.

Section 5. Capital Budget

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

Section 6. Additional Matters

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

(a) **Capital Expenditures.** The said purposes described in Section 3 of this Bond Ordinance are not current expenses and are properties or improvements which the City may lawfully require or make as a general improvement, and no part of the cost thereof has been or shall be specifically assessed on property specifically benefited thereby.

(b) **Average Period of Usefulness.** The period of usefulness of said purposes authorized herein as determined in accordance with the Local Bond Law is **40 years.**

(c) **Supplemental Debt Statement.** The supplemental debt statement required by the Local Bond Law has been duly prepared and filed in the office of the City Clerk and a complete duplicate thereof has been electronically filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000), and the said obligations authorized by this bond ordinance will be within the debt limitations prescribed by the Local Bond Law.

(d) **Soft Costs.** Amounts not exceeding **Twenty-Five Thousand Dollars (\$25,000)** in the aggregate for interest on said obligations, costs of issuing said obligations, architectural, engineering and inspection costs, legal expenses, a reasonable proportion of the compensation and expenses of employees of the City in connection with the acquisition of such improvement and property as authorized herein, and other items of expense listed in and permitted under Section 40A:2-20 of the Local Bond Law have been included as part of the costs of said improvement and are included in the foregoing estimate thereof.

Section 7. Ratification of Prior Actions

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

Section 8. Grants

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

Section 9. Full Faith and Credit

The full faith and credit of the City are hereby pledged to punctual payment of the principal and interest on the said obligations authorized by this Bond Ordinance. Said obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all of the taxable property

within the City for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 10. Official Intent to Reimburse Expenditures

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

Section 11. Effective Date.

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

First Reading: October 4, 2016

Publication: October __, 2016

Final Reading: October 18, 2016

Publication: October __, 2016

CERTIFICATION

I certify that the foregoing is a true copy of a Bond Ordinance adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on October 18, 2016.

Susan G. Robostello, City Clerk

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Millville, in the County of Cumberland, State of New Jersey, held on October 4 2016, at the Municipal Building. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held on October 18, 2016, at 6:30 o'clock P.M. at the Municipal Building. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office located on the 3rd Floor Municipal Building, 12 S. High Street, Millville, New Jersey for the members of the general public who shall request the same. The summary of the terms of such Bond Ordinance follows:

Title: "BOND ORDINANCE AUTHORIZING IMPROVEMENTS TO THE MUNICIPAL STORM WATER DRAINAGE SYSTEM AND APPROPRIATING THE SUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) OF BONDS TO FINANCE THE APPROPRIATION, AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS"

Purpose(s): Upgrades and Improvements to Municipal Storm Water Drainage System
Appropriation: \$300,000
Bonds/Notes Authorized: \$285,000
Grants (if any) Appropriated: N/A
Section 20 Costs: \$25,000
Useful Life: 40 years

Susan G. Robostello, City Clerk

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

BOND ORDINANCE STATEMENTS AND SUMMARY

The Bond Ordinance, the summary terms of which are included herein, has been finally adopted by the City of Millville, in the County of Cumberland, State of New Jersey, on October 18, 2016, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such Bond Ordinance follows:

Title: "BOND ORDINANCE AUTHORIZING IMPROVEMENTS TO THE MUNICIPAL STORM WATER DRAINAGE SYSTEM AND APPROPRIATING THE SUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) OF BONDS TO FINANCE THE APPROPRIATION, AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS"

Purpose(s): Upgrades and Improvements to Municipal Storm Water Drainage System
Appropriation: \$300,000
Bonds/Notes Authorized: \$285,000
Grants (if any) Appropriated: N/A
Section 20 Costs: \$25,000
Useful Life: 40 years

Susan G. Robostello, City Clerk

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

[ress here to Email the SDS if not using Microsoft outlook when complete](#)

Department of Community Affairs Supplemental Debt Statement

0610 **0610 Millville City - County of Cumberland** Prepared as of: **4-Oct-2016**

Budget Year Ending: 12/31/2016 (Month-DD)	2016 (year)
Name: Marcella D. Shepard	Phone: 856-825-7000 ext.7214
Title: Chief Financial Officer	Fax: 856-825-7988
Address: PO Box 609	Email: Marcella.Shepard@millvilleni.gov
Millville, New Jersey 08332	CFO Cert #: Y-0091, N-0550

Marcella D. Shepard, Being duly sworn, deposes and says: Deponent is the Chief Financial Officer of the 0610 Millville City - County of Cumberland here and in the statement hereinafter mentioned called the local unit. The Supplemental Debt Statement annexed hereto and hereby made a part hereof is a true statement of the debt condition of the local unit as of the date therein stated and is computed as provided by the Local Bond Law of New Jersey.

By checking this box, I am swearing that the above statement is true. (The Email function will not work until you acknowledge the above statement as true)

	Net Debt as per Annual Debt Statement	Decrease (Since December 31, last past)	Increase	Net Debt
Bonds and Notes for School Purposes	\$ -	\$ -	\$ -	\$ -
Bonds and Notes for Self Liquidating Purposes	\$ -	\$ -	\$ -	\$ -
Other Bonds and Notes	\$ 26,960,295.22	\$ 2,377,000.00	\$ 1,816,500.00	\$ 26,399,795.22

Net Debt at the time of this statement is..... \$ 26,399,795.22

The amounts and purposes separately itemized of the obligations about to be authorized, and any deductions which may be made on account of each such item are: (see Note "C" below)

Bond Ordinance	Purposes	Amount	Deduction	Net
Ord 37-2016	Drainage Improvements on Marlyn Terrace	\$ 285,000.00		\$ 285,000.00
			\$ -	\$ -
			\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ 285,000.00	\$ -	\$ 285,000.00

The net debt of the local unit determined by the addition of the net debt amounts stated in items 2 and 3 above is: \$ 26,684,795.22

Equalized valuation basis (the average of the equalized valuations of real estate, including improvements and the assessed valuation of class II railroad property of the local unit for the last 3 preceding years) as stated in the Annual Debt Statement or the revision thereof last filed.

	<u>Year</u>		
(1)	2013	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$ 1,710,430,171.00
(2)	2014	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$ 1,573,726,169.00
(3)	2015	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$ 1,603,017,611.00
Equalized Valuation Basis - Average of (1), (2) and (3).....			\$ 1,629,057,983.67

Net Debt (Line 4 above) expressed as a percentage of such equalized valuation basis (Line 6 above) is: 1.638%

NOTES

- A If authorization of bonds or notes is permitted by an exception to the debt limit, specify the particular paragraph of NJSA 40A:2-7 or other section of law providing such exception.
- B This form is also to be used in the bonding of separate (not Type I) school districts as required by NJSA 18A:24-16, and filed before the school district election. In such case pages 4, 5 and 6 should be completed to set forth the computation supporting any deduction in line 3 above.
- C Only the account of bonds or notes about to be authorized should be entered. The amount of the "down payment" provided in the bond ordinance should not be included nor shown as a deduction.

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 _____.

RESOLUTION NO. _____

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

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

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

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

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

CUT & CLEAN:

Block 356 Lot 15 24 E Oak Street (Clean Up date 9/13/16)	120.00
Administrative Fee	250.00
Block 429 Lot 19 329 Pine Street (Clean Up date 9/14/16)	240.00
Administrative Fee	500.00
Block 414 Lot 4 223 Pine Street (Clean Up date 9/15/16)	150.00
Administrative Fee	250.00
Block 378 Lot 1 401 E Vine Street (Clean Up date 9/16/16)	120.00
Administrative Fee	250.00
Block 474 Lot 23 230 S 4 th Street (Clean Up date 9/20/16 & 9/21/16)	180.00
Administrative Fee	250.00
Block 474 Lot 24 232 S 4 th Street (Clean Up date 9/21/16)	180.00
Administrative Fee	250.00
Block 367 Lot 1 124 Mulberry Street (Clean Up date 9/22/16)	90.00
Administrative Fee	250.00
Block 371 Lot 20 420 E Oak Street (Clean Up date 9/22/16)	150.00
Administrative Fee	250.00
Block 429 Lot 23 110 N 4 th Street (Clean Up date 9/23/16)	240.00
Administrative Fee	250.00
Block 431 Lot 11 12 N 5 th Street (Clean Up date 9/26/16)	120.00
Administrative Fee	500.00

Block 103 Lot 34
318 Howard Street
(Clean Up date 9/26/16)
Administrative Fee

120.00
500.00

Moved By:
Seconded By:

VOTING

Michael Santiago
Lynne Porreca Compari
David W. Ennis
Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

Resolution No. R_____ -2016

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

WHEREAS, the following individuals have submitted a license application which is on file with the City Clerk:

- 1. James Hatch**
1030 Mercury Way
Vineland, NJ 08360
- 2. Jose Celaya**
28 Bank Street
Bridgton, NJ 08302

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

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

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

Moved By:
Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting there of held October 4, 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 be refunded from the Tax records due to overpayment

Block Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
128	50	33 Packard Dr	16	3	\$ 1,366.70		TAX

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

245	7	4756-0	80 N Sharp St.	16	4	\$ 238.00	WATER
				16	1	\$ 104.50	WATER

That the following transfers were made to the Utility records

Block Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
32	47	623-0	1202 W. Main St.	Ovr Pay \$	8.30		SEWER
				16	4	\$ (8.30)	WATER
52.02	29	12633-0	68 Cottage St.	Ovr Pay \$	66.00		WATER
				16	4	\$ (66.00)	SEWER
52.02	36	12486-0	72 Cottage St.	Ovr Pay \$	59.54		WATER
				16	4	\$ (59.54)	SEWER
65	21.2	11771-0	1613 Fairton Rd.	Ovr Pay \$	31.50		WATER
				16	4	\$ (31.50)	SEWER
68	2	1646-0	1304 Joann Dr.	Ovr Pay \$	17.50		WATER
				16	4	\$ (17.50)	SEWER
70	4	1663-0	1207 Earle Ave	Ovr Pay \$	130.00		WATER
				16	4	\$ (130.00)	SEWER
70.01	17	1800-0	414 Val Lane	Ovr Pay \$	202.13		SEWER
				16	4	\$ (202.13)	WATER
70.04	11	1858-0	461 Val Lane	Ovr Pay \$	148.44		SEWER
				16	4	\$ (148.44)	WATER
88	6	2196-0	617 W. Main St.	16	3	\$ 35.00	WATER
				16	4	\$ (30.00)	WATER
				16	4	\$ (5.00)	SEWER
92	6	2211-0	703 Cooper St.	Ovr Pay \$	6.37		WATER
				16	4	\$ (6.37)	SEWER
103	4	2470-0	425 W. Main St.	Ovr Pay \$	53.41		WATER
				16	4	\$ (53.41)	SEWER
103	41.01		414 Howard St.	Ovr Pay \$	22.00		SEWER
				16	4	\$ (22.00)	WATER
108	3.01	12626-0	600 Fulton St.	16	3	\$ 72.00	WATER
				16	3	\$ (69.78)	SEWER
						\$ (2.22)	
110	2	2636-0	427 Fulton St.	Ovr Pay \$	20.00		WATER
				16	4	\$ (20.00)	SEWER
125	5	10248-8	Cedar St.	Ovr Pay \$	46.45		WATER
				16	4	\$ (46.45)	SEWER
101	12	10108-1	18-120 W. Main	Ovr Pay \$	17.50		WATER
				16	4	\$ (17.50)	SEWER
125.03	6	12430-0	207 Corsair Dr.	Ovr Pay \$	130.00		WATER
				16	4	\$ (130.00)	SEWER

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
412	6	10796-2	106 1/2 Pine St.	16	3	\$ (91.00)		WATER

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
300	1	5610-0	300 W. Green St.	16	3	\$ (130.00)		

That the following be canceled from the Tax records due to total exempt vet

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
16	1		301 Fernwood	16	1	\$ (1,496.34)		TAX
				16	2	\$ (1,495.34)		TAX
				16	3	\$ (1,159.68)		TAX
				16	4	\$ (1,159.69)		TAX
				17	1	\$ (1,327.46)		TAX
				17	2	\$ (1,327.46)		TAX

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

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
32	19		225 Carmel Rd.	16	4	\$ 29.49		TAX
				16	3	\$ 1,311.77		TAX
313	4		600 N High St	16	3	\$ (1,341.26)		TAX
233	33		2159 N 2nd St.	16	3	\$ 910.12		TAX
233	33	X		16	3	\$ (910.12)		PILOT
412	6	10796-2	106 1/2 Pine St.	16	2	\$ 30.00		WATER
				16	2	\$ 130.00		SEWER
				16	1	\$ 0.09		SEWER
10796-1			106 Pine St.	16	2	\$ (30.00)		WATER
				16	3	\$ (0.09)		WATER
				16	2	\$ (130.00)		SEWER
461	2		224 S 2nd St.	16	3	\$ 6,250.00		TAX
461	2	X		16	3	\$ (6,250.00)		PILOT

Moved By: _____

Seconded By: _____

VOTING:

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Stooy

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

WATER/SEWER TERMINATION NOTICE

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

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

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

WHEREAS, a hearing was held before the Public Works Committee on Tuesday, September 27, 2016, regarding the termination of water/sewer service as a result of the failure to comply with the Utility Ordinance for the following customers of the Water/Sewer Utility, and the Board of Commissioners finds that all procedural due process requirements required by the Ordinance were satisfied, and that the following customers of the Water/Sewer Utility are not in compliance with said Ordinance.

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

1) That the Water/Sewer Utility shall TERMINATE the water/sewer service to the following customers at the property locations listed effective October 24, 2016:

<u>Acct #</u>	<u>Property Location</u>	<u>Amt Due</u>
6885-0	319 3RD ST N	228.64
6894-0	323 VINE ST E	220.94
6914-0	416 MULBERRY ST	103.68
6920-0	317 4TH ST N	57.74
6923-0	309 5TH ST N	220.50
6926-0	317 5TH ST N	210.00
6949-0	210 13TH ST N	174.61
7018-0	607 MULBERRY ST	339.50
7044-0	312 7TH ST N	125.00
7054-0	313 6TH ST N	224.00
7076-0	308 9TH ST N	215.98
7092-0	302 10TH ST N	106.88
7126-0	301 12TH ST N	72.04
7276-0	209 13TH ST N	262.33
7305-0	1722 NEWCOMBTOWN RD	255.50
7312-0	1709 COVENTRY WAY	269.50
7324-0	1733 COVENTRY CT	136.15
7402-0	414 CREST AVE	86.66
7431-0	429 CREST AVE	55.00
7439-0	2322 NEWCOMBTOWN RD	85.27
7509-0	224 2ND ST N	951.23
7553-0	118 2ND ST N	1,010.00
7617-0	14 3RD ST N	210.00
7618-0	228 MAIN ST E	209.38
7626-0	320 PINE ST	160.01
7627-0	318 PINE ST	50.00
7644-0	216 4TH ST N	224.00
7663-1	406 PINE ST	439.79
7693-0	503 PINE ST	160.00
7697-0	517 PINE ST	248.50
7717-0	427 PINE ST	216.16
7721-0	418 SASSAFRAS ST	210.00
7727-0	105 4TH ST N	321.14
7736-0	113 3RD ST N	100.53
7751-0	327 PINE ST	89.45
7766-0	308 MAIN ST E	234.50
7767-0	304 MAIN ST E	234.50

7769-0	11 3RD ST N	113.64
7804-0	15 4TH ST N	247.50
7810-0	15 5TH ST N	120.00
7826-0	621 PINE ST	523.07
7828-0	625 PINE ST	386.82
7832-0	100 7TH ST N	47.73
7847-0	100 8TH ST N	208.35
7879-0	914 SASSAFRAS ST	165.07
7911-0	109 13TH ST N	210.00
7970-0	919 SASSAFRAS ST	209.87
7979-0	904 MAIN ST E	220.50
8008-0	704 MAIN ST E	207.60
8035-0	600 MAIN ST E	227.15
8067-0	808 WOODLAND AVE	241.50
8070-0	901 MAIN ST E	210.00
8136-0	124 10TH ST S	241.50
8142-0	801 WOODLAND AVE	210.43
8143-0	803 WOODLAND AVE	280.21
8196-0	304 6TH ST S	234.50
8251-0	123 4TH ST S	530.00
8258-0	421-423 SMITH ST	115.60
8259-0	423 SMITH ST	114.95
8265-0	416 GARRISON AVE	213.50
8266-0	414 GARRISON AVE	210.00
8269-0	227 4TH ST S	220.50
8310-0	401 FLORENCE AVE	200.68
8341-0	233 3RD ST S	260.00
8394-0	6 4TH ST S	850.00
8426-0	143-145 2ND ST S	1,010.00
8437-0	215 SMITH ST	275.80
8484-0	305 2ND ST S	589.50
8731-0	1821 MAIN ST E	217.13
8753-0	29 BURNS RD	54.77
8813-0	2427 SHELBURN RD	241.50
8829-0	2420 HOLLY DR	210.00
8918-0	2230 WEDGEWOOD CT S	234.50
8935-0	2 CRESCENT BLVD	240.00
8940-0	2250 WEDGEWOOD CT N	53.97
8989-0	2200 OLIVE LN	177.56
8996-0	2212 MISTLETOE LN	217.24
9038-0	2237 WEDGEWOOD CT S	210.00
9120-0	2213 SHAMROCK LN	143.52
9127-0	2249 SHAMROCK LN	311.49
9252-0	19 GARFIELD ST	210.20
9256-0	506 2ND ST S	322.96
9281-0	453 2ND ST S	248.50
9292-0	11 PEAR ST	55.00
9305-0	712 2ND ST S	240.00
9306-0	714 2ND ST S	210.00
9324-0	376 PEEK AVE	248.50
9367-0	608 3RD ST S	210.00
9392-0	517 2ND ST S	103.85
9412-0	708 SHAR LANE BLVD	518.00
9500-0	815 2ND ST S	209.99
9527-0	607 VALATIA AVE	235.97
9530-0	900 LEONARD DR	155.00
9540-0	504 HENDERSON AVE	209.74
9585-0	300 STRATTON AVE	237.31
9612-0	1007 4TH ST S	231.00
9663-0	210 COLUMBINE AVE	210.00
9665-0	206 COLUMBINE AVE	213.50
9704-0	1002 LEONARD DR	125.93
9752-0	521 RICHARD DR	210.00
9771-0	524 RICHARD DR	219.01
9796-0	515 BRIAN AVE	97.31
9839-0	1115 BROOKDALE TERR	354.65
9840-0	1113 BROOKDALE TERR	209.23
9841-0	1109 BROOKDALE TERR	310.72
9853-0	1110 BROOKDALE TERR	63.86
9909-0	309 COLUMBINE AVE	210.00

10396-2	310-312 4TH ST S	224.00
10491-1	301 5TH ST N	603.50
10491-2	301 5TH ST N	580.00
10590-0	437 2ND ST S	210.00
10628-2	301-303 MULBERRY ST	210.00
11063-0	119 2ND ST S REAR	412.53
11138-0	1121 BROOKDALE TERR	207.01
11232-0	116 6TH ST S	220.24
11236-0	1822 NEWCOMBTOWN RD	216.92
11252-0	800 SIXSMITH ST	92.83
11351-0	842 2ND ST S	535.00
11407-0	1703 COVENTRY WAY	265.66
11428-0	513 HENRY DR	210.00
11733-0	1110 ROBIN TERR	35.86
11735-0	1111 ROBIN TERR	248.43
11760-0	1916 BESSIE WAY	210.00
11782-0	1106 ROBIN TERR	260.19
11784-0	512 MENANTICO AVE	210.00
11818-0	501 BRANDY RIDGE	206.85
11898-0	436 SPENCER PL	210.00
11899-0	424 SPENCER PL	79.11
11951-0	801 MENANTICO AVE	125.00
11993-0	429 SPENCER PL	213.50
12000-0	604 PINEBROOK TERR	248.50
12158-0	55 ETTIE DR	220.50
12253-0	602 RICHARD DR	231.00
12256-0	609 RICHARD DR	245.00
12343-0	917 SHAR LN BLVD	81.44
12407-0	374 PEEK AVE	230.54
8222-0	113 5TH ST S	371.50
10796-2	106 PINE ST	210.09
10904-2	1712 MAIN ST E	210.00
10904-4	1712 MAIN ST E	365.00
10904-6	1712 MAIN ST E	444.97
11615-0	2 MAIN ST E	381.48

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

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

Moved By: _____

Seconded By: _____

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

CERTIFICATION

I certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners, of the City of Millville, in the County of Cumberland, at a meeting thereof held on October 4, 2016.

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 473 Lot 27 305 S 3 RD ST (Board and Secure Date 9-21-16)	21.50
<u>Administrative Fee</u>	250.00
	271.50
Block 473 Lot 26 307 S 3 RD ST (Board and Secure Date 9-21-2016)	43.00
<u>Administrative Fee</u>	250.00
	293.00
Block 473 Lot 25 309 S 3 RD ST (Board and Secure Date 9-21-16)	64.50
<u>Administrative Fee</u>	250.00
	314.50
Block 424 Lot 25 217 N 4 TH ST (Board and Secure Date 9/16/16)	236.50
<u>Administrative Fee</u>	250.00
	486.50
Block 424 Lot 26 219 N 4 TH ST (Board and Secure Date 9-16-16)	279.50
<u>Administrative fee</u>	500.00
	779.50
Block 414 Lot 4 223 E PINE ST (Board and Secure Date 9-14-16)	43.00
<u>Administrative Fee</u>	250.00
	293.00
Block 363 Lot 3 126 E VINE ST (Board and Secure Date 9-14-16)	193.50
<u>Administrative Fee</u>	250.00
	443.50
Block 99 Lot 11 314 W MAIN ST (Board and Secure Date 9-14-16)	215.00
<u>Administrative Fee</u>	250.00
	465.00
Block 269.01 Lot 28 1049 EASY ST (Board and Secure Date 9-14-16)	43.00
<u>Administrative fee</u>	250.00
	293.00

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 October 4, 2016.

Susan G. Robostello, City Clerk

Resolution No. _____

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

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

Section 1

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Millville hereby requests the insertion of an additional item of revenue in the budget of the calendar year 2016 in the sum of * \$ 73,663.92 which is now available as a revenue from the **NJ Dept. of Env. Protection - Clean Communities Program** pursuant to the provisions of Statute.

Section 2

BE IT FURTHER RESOLVED that a like sum of * * * * * \$ 73,663.92 be and the same is hereby appropriated in the budget under the caption:

Operations - Excluded from 'CAPS'
State & Federal Programs Offset by Revenues:
NJ Dept. of Env. Protection
Clean Communities

Section 3

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

Moved By:

Seconded By:

VOTING
Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

RESOLUTION NO. _____

WHEREAS, the City is required to advertise and receive sealed bids for items purchased in the fiscal year that have a cost exceeding in total or aggregate the amount set forth in, or the amount calculated by the Governor pursuant, to N.J.S.A. 40A:11-3, except by State Contract; and

WHEREAS, the City of Millville received one bid for the CY 2016 Automotive and Light Duty Truck OEM and Non OEM Parts on Thursday, September 22, 2016; and

WHEREAS, the bid received but has to be rejected because of a flaw in the bid proposal;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Millville, County of Cumberland and State of New Jersey that this bid be rejected and the project be rebid.

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>

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, the City of Millville desires to retain Cape Bank, a Division of Ocean First Bank to perform Banking Services in accordance with a Professional Services Contract which is on file in the office of the City Clerk: and

WHEREAS, the Municipality is awarding this professional Service Contract based on the merits and abilities of the Consultant to provide the professional services pursuant to a fair and open process where requests for proposals were solicited by the Municipality; and

WHEREAS, the anticipated term of this Contract is one year commencing on October 1, 2016

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

1. The Contract for Professional Services is hereby approved.
2. The Mayor and City Clerk are hereby authorized to execute same.
3. The Agreement covers the period from October 1,2016 to September 30, 2018
4. This Agreement is awarded as a Professional Service Contract through a fair and open process.

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari
 David W. Ennis
 Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

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

**CONTRACT FOR PROFESSIONAL SERVICES
AS AUTHORIZED BY RESOLUTION R_____**

THIS AGREEMENT made this ____ day of October, 2016 by and between the City of Millville, a Municipal Corporation of the State of New Jersey, P. O. Box 609, Millville, New Jersey, hereinafter referred to as called "Municipality", and **Cape Bank, a Division of Ocean First Bank**, 2745 South Delsea Drive, Vineland, New Jersey 08360, hereinafter referred to as Contractor.

ARTICLE 1. PURPOSE OF AGREEMENT

The Municipality desires to retain Contractor for the purpose of maintaining and servicing checking and depository accounts for the Municipality and to perform other banking services.

ARTICLE II. SCOPE OF SERVICES

The Contractor shall provide banking services to the Municipality in accordance with its Proposal for Banking Services (undated) a copy of which is attached hereto and incorporated by reference herein as Attachment "D".

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.

ARTICLE IV. CONSIDERATION

Contractor shall be compensated as provided in its Proposal for Banking Services annexed hereto and made a part hereof as Attachment "D."

ARTICLE V. AFFIRMATIVE ACTION

Attachment A containing the Affirmative Action requirements is incorporated herein.

ARTICLE VI. AMERICANS WITH DISABILITIES ACT

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

ARTICLE VII. FAIR AND OPEN CONTRACT

This contract has been awarded to the Contractor pursuant to a Fair and Open process.

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 twelve months from October 1, 2016 through September 30, 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 C.

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:

By: _____
Cape Bank a Division of
Ocean First

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

GOODS AND SERVICES CONTRACT
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT B

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

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

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

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

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

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

ATTACHMENT C
Schedule of Insurance

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

B. General Liability Including Products & Completed Operations. With the minimum combined single limit of liability per occurrence for bodily injury and property damage of five million (\$5,000,000) 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 five million (\$5,000,000.00) 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 named 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.

PROPOSAL FOR BANKING SERVICES

City of Millville

The purpose of this proposal is to accurately and clearly present a schedule of banking services to the City of Millville. Cape Bank a Division of OceanFirst Bank has extensive experience and a knowledgeable background and qualifications in the provision of the services described herein. Cape Bank a Division of OceanFirst Bank will remain the principal bank for the City for a period of at least two (2) years.

BACKGROUND

Cape Bank a division of OceanFirst Bank proposes to maintain and service checking and depository accounts for the City of Millville which operates a \$31.5 million dollar municipal budget, also operates a \$6.2 million dollar sewer budget and \$3.6 million dollar water utility budget. In addition, the City also maintains the requisite trust funds and other funds as required by the State of New Jersey.

REQUIRED SERVICES

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

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

The City's cash flow is generally regular and standardized. On the revenue side, the City collects the majority (approximately 80%) of its annual municipal budget revenue four (4) times per year, on February 1, May 1, August 1, and November 1. The balance of these funds are received over the course of the year. The City's utilities bill their customers quarterly but on a rolling basis so every 3 months a quarter of the City has a utility bill due. However, as a result of customer usage, the revenue stream experiences peaks that correspond to the periods of greatest demand for water, such as during the summer months. The City currently accepts credit card payments for taxes, water and sewer utility charges.

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

The City maintains several types of interest-bearing accounts, more fully described in the Exhibits to this RFP. Transactions currently processed through these accounts are as follows. Note: The dollar values and/or quantities stated herein are given as a

general guide; they are not guaranteed amounts, but they represent the best estimates of the City.

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

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

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

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

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

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

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

Cape Bank a division of OceanFirst Bank proposes to maintain and service checking and depository accounts for the City of Millville as noted above.

3.0 COMPLIANCE WITH LAWS

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

Cape Bank a Division of OceanFirst Bank will comply with all regulations

4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS

4.1 SUBMISSION OF PROPOSALS

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

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

4.2 QUESTIONS/INQUIRIES REGARDING REQUEST FOR PROPOSALS

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

4.3 ADDENDA/REVISIONS TO REQUEST FOR PROPOSALS

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

Acknowledgement of Addenda included in this proposal.

5.0 INSURANCE

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

Cape Bank a Division of OceanFirst Bank policy included in this proposal, an additional OceanFirst Bank policy will be provided at time of award.

5.1 PROFESSIONAL LIABILITY

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

5.2 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

Statutory coverage for New Jersey

\$100,000.00 employer's liability

Broad-form all-states endorsements 5

5.3 GENERAL LIABILITY

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

5.4 AUTO LIABILITY

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

5.5 ADDITIONAL COVERAGE

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

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

6.0 INDEMNIFICATION

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

Cape Bank a Division of OceanFirst Bank agrees to the terms.

7.0 MISCELLANEOUS REQUIREMENTS

7.1 The City will not be responsible for any expenses incurred by any bank in preparing and submitting a proposal. All proposals shall provide a straightforward, concise

Client#: 3240 CAPEBAN
ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 02/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J. Byrne Agency, Inc. 5200 New Jersey Avenue PO Box 1409 Wildwood, NJ 08260	CONTACT NAME: Joseph J. Meola PHONE (AC, No, Ext): 609-522-3406 E-MAIL ADDRESS: jmeola@jbyrneagency.com	FAX (AC, No): 609-522-2844
	INSURER(S) AFFORDING COVERAGE:	
INSURED Cape Bancorp, Inc. 225 North Main Street Cape May Court House, NJ 08210	INSURER A: Great Northern Insurance Co	NAIC #: 20303
	INSURER B: Federal Insurance Company	20281
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	INSURER	MY/D	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		35983346	01/01/2016	01/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$included \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER							\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> Hired Autos <input type="checkbox"/>							COMBINED SINGLE LIMT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED <input type="checkbox"/> RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	Y/N	(17)7174-69-18	01/01/16	01/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT: \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)

It is agreed that added as Additional Insureds with respect to the

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

delineation of the bank's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

7.2 The contents of the proposal submitted by the successful bank(s) and this RFP may become part of the contract for these services. The successful bank(s) will be expected to sign said contract with the City.

7.3 The City reserves the right to reject any and all proposals received by reason of this RFP, or to negotiate separately in any manner necessary to serve the best interests of the City. Banks whose proposals are not accepted will be notified in writing.

7.4 Any selected bank is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without prior written consent of the City.

Cape Bank a Division of OceanFirst Bank agrees to the terms.

8.0 CRITERIA FOR EVALUATION OF PROPOSALS

8.1 Proven record of experience in providing the services detailed herein

8.2 Ability to provide services in a timely manner

8.3 Personnel qualifications (i.e., resumes of key personnel who will be responsible for the work)

8.4 References (satisfaction of former and current clients)

8.5 Overall completeness, clarity, and quality of submission

8.6 Scope of services (i.e., price proposal) and both gross and net cost of those services

9.0 PROCEDURE FOR EVALUATION OF PROPOSALS

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

9.1 All proposals shall be evaluated for: (1) compliance with the minimum requirements stated in the Request for Proposal and (2) the relative benefits and deficiencies of the proposal as compared to other proposals. Any contract award shall be based upon the proposal that provides the maximum benefit to the City while insuring reliable and effective service.

9.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the City, to clarify or verify the banking institution's proposal and to develop a comprehensive assessment of the proposal.

9.3 The City reserves the right to consider historical information and fact, whether gained from the proposal, question-and-answer conferences, references, or any other source, in the evaluation process.

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

PART II

PROPOSAL REQUIREMENTS

Vendors are requested to propose banking services for the City.

FORMAT

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

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

All sections are to be addressed and specifically referenced.

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

SECTION A – SCOPE OF SERVICES

1. GENERAL REQUIREMENTS

- 1.1 The banking institution must provide professional and reliable banking and related accounting services pursuant to the specifications contained herein.
- 1.2 All services shall be provided on an as-needed, if-needed basis to the sole satisfaction of the City.
- 1.3 The banking institution shall conduct all activities/services according to all applicable federal, state, and local laws, rules, and regulations for the duration of its relationship with the City. It is incumbent on the institution to be knowledgeable of all laws, regulations, and standards applicable to New Jersey municipal governments.
- 1.4 The institution must maintain all applicable federal, state and local government registrations and must remain in good standing with the State of New Jersey, as may be required by law or regulation.

OceanFirst Bank State of New Jersey Business Registration attached.

- 1.5 The City reserves the right to terminate its banking relationship or agreements, or otherwise withdraw funds from any banking institution doing business with the City as a result of this Request for Proposal, at any time, for the convenience of the City, without penalty or recourse.
- 1.6 The City reserves the right to reject all proposals resulting from this RFP and/or to make partial awards if, in the judgment of the City, such partial awards would be in the best interest of the government.
- 1.7 Institutions submitting proposals must possess a current GUDPA certification.

OceanFirst Bank has a Certificate of eligibility to act as a depository for public funds under the Governmental Unit Deposit Protection Act. This notification is based on information submitted in the certification statement filed for the period ending June 30, 2016, which is included in this proposal.

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

Please refer to the Form 10-K Annual Report (attached to this proposal) for audited Financial Statements as of December 31, 2015 for OceanFirst Bank's financial information.

OceanFirstBank meets or exceeds all regulatory capital and financial stability requirements.

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

OceanFirst Bank proposes banking services and other financial services for the City of Millville as follows:

- Account Services
- Reporting and Online Banking services with Cash management
- Payment Processing
- Procurement Card Services
- Wealth Management and Investment services
- Rewards Banking for Employees

2. MINIMUM REQUIREMENT FOR ALL ACCOUNTS

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

The Bank will provide monthly statements that begin on the 1st of the month and end on the last day of the month on all accounts no later than the 5th business day of the following month. Monthly statements can also be provided electronically through our online banking website services.

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

The Bank will provide the City with the ability to accumulate, rearrange and report bank account balance and transaction detail on a historical and same-day basis. With our online banking the City may access accounts and banking information 24 hours a day, 7 days a week anywhere a computer and an Internet connection is available.

1. *Cape Bank provides all types of services including online banking with cash management that are available through the bank to monitor daily balances.*
2. *Cape Bank will not require a minimum daily balance on accounts. The bank will not charge fees to the City for a minimum daily balance or for making bank inquiries concerning daily balances.*
3. *Service support is available through our BOSS Team for our online services at no cost to the City.*
4. *Balance data and account statement activity information be exported at any time by the City. The City can create custom reports and download CSV files into a money management software.*
5. *No Service charges or fees will be charged to the City*

- 2.3 Electronic banking:

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

1. The Bank's Online Cash Management software available on the internet through our Business Online gives you the ability to manage all of your bank accounts from any personal computer with an internet connection. The system begins with multiple layers of security to authenticate all users with tokens and enhanced multi-level security to guard the privacy of information and transactions. With Business Online you can check balances, see if a check has cleared, transfer funds between accounts, place stop payments, print account history, design custom account reports, initiate ACH and wire transfers, retrieve monthly statements, view check images, and download information into money management software.
2. Online Banking is available 24 hours a day, 7 days a week with real-time processing. There is not a daily period of time that the system is down for processing
3. The Bank will set up a Senior Administrator for initial authorization determined by the City and that Administrator can authorize to set up all additional users and permissions.
4. The Senior Administrator determined by the City, has the ability to customize the access and restrictions of additional users for the bank to set up access permissions by additional users as approvers and verifiers.
5. The Bank provides up to the minute real time reporting.
6. The Bank will provide a rolling 18 months of account history retention available online. All account histories are available including but not limited to activity reporting, check imaging, e-statements, deposit activity, ACH, and wire activity.
7. Checks, deposit transactions, and return deposits are available for viewing or imaging for the previous day, same day, or multi-day.
8. All account transactions are available online.
9. The Bank provides the ability to process stop payments online that are effective immediately.
10. Online reporting and transactions are available as a single component because they are set up as needed and we can set up additional services as requested.
11. A User Guide and Demo are available online at our website for viewing.
12. The Bank provides online user defined report writing.

13. The Bank will provide the City its cash management software and all its online services for no monthly fee.

FUNDS TRANSFER

The Bank will allow the College to facilitate automated wire transfer initiation, concentration transactions and ACH transaction initiation

1. The Bank provides ACH Funds Transfers and Wire Transfer Services through online banking cash management. Dual controls are available for both ACH or Wire initiation and approval.
2. The Bank will not charge fees associated with ACH or Wire fund transfers to the City
3. All information involved in the Wire Transfer is available by the bank for initiated and/or wires received by the bank.
4. The Bank's system permits online initiation of automated clearing house (ACH) transfers. Cash Concentration or Disbursement (CCD) and Prearranged Payment or Deposit (PPD) are possible transfer types for ACH debits and ACH credits.
5. All ACH transfers are automatically posted as received and available in statement activity.

Support/Customer Monitoring

Electronic Banking will:

- Provide control for the administrative site
- Handle any issues that might arise if there is a problem with transmission
- Review the daily files and if there is an unprocessed file, contact the customer
- Manage the relationship
- Monitor the customer profiles for accuracy
- Monitor daily processing such as transaction dollar value and volume
- Maintain the files for each customer
- Complete a customer review on a quarterly basis (no less than annually)

From an operational and regulatory standpoint, Deposit Operations has the responsibility for:

- Daily ACH processing and is accountable for ensuring operations are in compliance with NACHA Operating Rules, the Federal Reserve's Regulation E, Office of Foreign Assets Control (OFAC) requirements concerning the accounts of blocked parties, and Uniform Commercial Code
- Monitoring of accuracy and timeliness of critical ACH operations
- Analyzing data and reports
- Processing
- Risk management controls
- Maintaining the files for each customer
- Credential (Go ID Token) Ordering & Management

The Bank has a Division that supports Government and Commercial Banking with a dedicated **BOSS Team – Business Online Support Services** to provide assistance with account inquiries, problem resolution, and technical support for all cash management services including, token management, ACH, wire transfers, direct deposit and remote deposit capture. This customer service support line is a local toll-free telephone number in the continental US, located in New Jersey and will be available Monday through Friday from 8:30am – 5pm

CONTACT THE
BOSSteam

888.623.2633 ext. 2215
OR
CapeBOSSteam@OceanFirst.com

Weekdays*
8:30AM - 5PM

3. ACCOUNT-SPECIFIC REQUIREMENTS

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

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

A. OPERATING ACCOUNTS

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

1. The City wishes to receive cleared checks on a Certified CD of checks paid, *sorted numerically, with a duplicate courtesy copy sent to the City's auditors. If this is not possible then checks must be sorted numerically and summarized by date paid, providing a detail record substantiating the "amount paid".*

The Bank provides monthly statements on all accounts no later than the 5th day of the following month. All check images are to be sorted. Cancelled checks will be provided on CD Rom (network format by NJARM), paper or electronically through our online banking website

2. The bank must be able to submit electronic files to the City of paid items that can be run against check files to produce its own outstanding check list for all checking accounts. The City will complete its own reconciliation of accounts.

The Bank will provide the City a secure web convection (SSL) in which the college can download a "paid output file" for accounts payable and payroll accounts. This file is available via the online banking system and can be uploaded via CSV files to the City's internal controls and system shared reconciliation information.

3. Automatic redeposit of all NSF checks not to exceed two (2) attempts. Copies must be provided of all checks that do not clear.

The Bank can make two (2) attempts to present deposited checks returned because of insufficient funds. Checks that remain "uncollectible" after these attempts will be returned to the City for processing.

4. The City seeks daily armored car and/or messenger service to be provided by the Respondent. The principal location for pickup is the ground floor, City Hall, located at 12 S. High Street.

The Bank can provide the City of Millville an armored car courier pick up services through an agreement contracted between the City and Eastern Armored Services to establish daily pick-up service with the monthly billing to be sent to and paid for by the Bank. There will be no costs associated with this service to the City of Millville.

Mike Relak / Operations Manager/ Eastern Armored Services, Inc.
Office: 609.890.1762 Mobile 609.209.1594
PO BOX 8733, Trenton, NJ 08650, USA
mikerelak@easternarmored.com / <http://www.easternarmored.com>

5. Accept and process the "Payroll Direct Deposit File" electronically as late as Thursday morning, so that payroll will be available by 12:01 AM on payday, usually Friday, except for holidays.

DIRECT DEPOSIT OF PAYROLL

- a) *The Bank offers Direct Deposit with or without a third party payroll service provider through our cash management software that is available with our online banking. The Bank has an excellent reliability record in providing direct deposit services to our customers. The Bank has no record of missing the crediting of funds to employee accounts at our institution or other ACH institutions on scheduled paydays. If a bank error were to occur the bank would take the necessary steps to rectify the direct deposit transmission immediately at no cost.*
- b) *The Bank offers a secured web convection (SSL) for receiving the ACH information. We use a 128 bit encryption through our online banking.*
- c) *The Bank offers employees of the City a no minimum balance totally free checking account and no monthly fees with direct deposit.*
- d) *The Bank requires balance files for direct deposit. The Bank will not require pre-funding for direct deposit for a linked zero balance payroll account.*
- e) *The Bank adheres to NACHA regulations and recommends that pre-notifications are processed prior to the actual transfer to verify the accuracy and suitability of potential receiving points for direct deposit. The Bank makes annual site visits to all commercial customers and provides the NACHA rules and regulations standards.*

- f) ACH files move periodically throughout the day, so if the City needs to delete or reverse a file, the City will need to notify the bank as soon as possible online.
- g) The Bank adheres to NACHA regulations for the transmission time windows ACH has for operations. For the City to process payroll say for a Friday's pay date, they need to process payroll by Wednesday. NACHA regulations require 2 days for credit transactions and 3 days for debit transactions.
- h) The Bank will provide the City the ability to provide direct deposit services through online banking cash management software at no cost.

No service charges or fees will be assessed. No minimum balance or compensating balances are required.

Direct Deposit of Payroll can be facilitated through The Bank's online cash management system and the Automated Clearing House (ACH) network.

- 6. Provide a monthly account analysis and/or a worksheet for each Developer's escrow or like accounts.

The Bank will not charge the City for services in an analysis account, therefore the earnings credit rate will not be applicable to reduce costs for hard charges since there are no fees involved, charged, or assessed.

- 7. The City requires checks, deposit slips, and micro-encoded lock bags.

The Bank will provide checks deposit slips and endorsement stamps and security bags at no fee in accordance with the specifications needed by the City as to size, color, type and design. The Bank will have the authority to set guidelines as to the MICR-encoding on checks and any specific guidelines set forth by federal and state regulatory agencies as well as the U.C.C.

8. Any other services as provided in Exhibit B not mentioned above.

REMOTE DEPOSIT CAPTURE (RDC)

Remote Deposit Capture is the process which utilizes a desktop scanner that connects to a PC and the internet. The customer can scan checks received and send their bank deposits electronically to the Bank, anytime day or night. Check deposits can be made from any remote location and consolidate deposits from multiple locations in the same or a different Bank account. Checks must be scanned by 4:00 pm to be credited next day.

The scanner will image both sides of the check on one pass. This image becomes a legal equivalent of the original check, and the image is submitted to the bank through a secure electronic server. The image is treated as a legal substitute of the original item and the bank processes the item immediately.

By eliminating the paper check and the need to physically take the check to the bank for deposit, the check can be processed quicker. Bad or fraudulent checks can be recognized sooner, and deposits can be made at any time by the customer.

Any US dollar check drawn on banks with valid US Routing/Transit numbers are accepted, including personal checks, business checks, and US Postal Money Orders. Foreign checks and Canadian items cannot be captured or accepted.

The original checks are retained by the customer and recommendation for storage time is 90 days. It will be determined by the individual customer to set forth policies and procedures for the proper handling, storage and destruction of the original checks.

The Bank will provide the City the capability of accepting RDC at no cost to the City of Millville.

B. TRUST ACCOUNTS

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

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

OceanFirst Bank offers Wealth Management and Investment Services

The Bank offers a complete range of Certificate of Deposit Terms from 30 days to 5 years to maximize interest income. Custom rate quotes can be obtained the same day for both Certificate of Deposits and Money Market Accounts.

SECTION B – RESUME

This section shall address these areas:

1. Name and address of your bank and the corporate officer authorized to execute agreements

Cape Bank – A Division of OceanFirst Bank

Edward J. Geletka | Senior Vice President | Government Banking | Community Relations
2745 S Delsea Drive, Vineland, NJ 08360
(o) 888 OCEAN33 x 2175 | (f) 856-692-0510 | (c) 609-805-4054
egeletka@oceanfirst.com

Lana Latella | Vice President | Government & Bankcard Services | NMLS 939453
2251 Ocean Heights Ave | Egg Harbor Township, NJ 08234
(o) 888.623.2633 x 2611 | (c) 609.224.0637 | llatella@oceanfirst.com

2. Briefly describe your bank's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.

OceanFirst Bank with headquarters located at 975 Hooper Avenue, Toms River, New Jersey celebrates 114 years of serving the community. OceanFirst Financial Corp. (OCFC) commemorates 20 years as a public company, and OceanFirst Foundation has been providing grants to the local community for 20 years.

3. Describe in general your bank's regional, statewide, and local service capabilities.

After completing its merger with Cape Bank, OceanFirst Bank now has assets of \$4.2 billion, loans of \$3.2 billion and deposits of \$3.2 billion, making OceanFirst Bank the largest New Jersey based community bank serving central and southern areas of our state.

4. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual(s) primarily responsible for servicing the City and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the City.

***Ed Geletka, Senior Vice President
Government Banking & Community Relations***

Ed has more than 30 years experience in progressive and diverse commercial and savings banking. Prior to joining Cape Bank Ed served as the President and Chief Executive Officer of Colonial Bank. Ed has served in a variety of management and operating positions including but not limited to lending, bank investments, accounting, financial reporting, security and human resources. Prior to Colonial Bank, Ed worked for over eight years with United Jersey Bank South in consumer loans and general accounting. In addition to banking, Ed also has more than 16 years experience as a small business owner and operator in the petroleum industry. Ed holds a Doctorate of Business Administration (ABD) and a MBA from Wilmington University, Bachelor of Arts in Business from Immaculata University, an AA in Banking and Finance from Gloucester County College, General Banking Diploma from American Institute of Banking and received Commercial Lending and Asset Liability Management from America's Community Bankers. Ed is heavily involved in the community with many civic functions and affiliations such as Adjunct professor for Wilmington University Graduate School, Treasurer for Bridgeton High School Foundation, past Trustee for Cumberland County College and Cumberland County Vocational Technical School, past Director for Bridgeton Area Chamber of Commerce, Bridgeton UEZ Zone Development, Bridgeton Housing Development, and Bridgeton Rotary Club.

**Lana Latella, Vice President
Government & Bankcard Services**

Lana has over 29 years combined experience in banking, finance, investments, insurance, commercial and residential lending, government banking, and contract management. Lana has been with Cape Bank for 6 years developing the market through initiatives that promote the value of commercial relationships. Lana is successful in developing business for commercial loan balance growth, core deposit growth, and able increase income and revenue through third party partnerships including credit card and merchant service programs. Lana responds to all existing public and government contract renewals and RFPs to bid on opportunities to maximize retention and new acquisition. Roles with Cape Bank include Business Banking Regional Manager and Area Sales Team Leader; with Wachovia a Wells Fargo Company roles includes Sr. Small Business Licensed Financial Specialist, Private Banker, and has Portfolio Investments experience with Merrill Lynch. Prior to that Lana was a Regional Branch Manager for five Florida County Tax Collectors offices. Lana holds a Bachelor's of Science degree in Business Finance from Stockton University graduating Summa Cum Laude, an Associate of Science degree in Business Administration with certification in computerized accounting from Atlantic Cape Community College and CICA Tax Collectors Assistant certification from Florida State University. MBA classes completed through the Wharton School University of Penn. NJ NMLS license, FINRA series 6 & 63, State of NJ Life, Health, Annuity Insurance licenses.

5. Provide a listing of other local governmental clients with which you have similar contracts; include the name, address, and telephone number of the contact person.

The Bank has been in business for over a century, servicing the needs of all Southern New Jersey. We are a full service financial institution that provides a complete line of business and personal banking products. Cape Bank a Division of OceanFirst Bank currently maintains and services over seventy government and public fund entities in South Jersey and fully understands the scope and nature of these types of accounts. A list of references has been included in this proposal.

6. Provide your bank's insurance coverage as set forth in Part I, Section 5.0 of this RFP.

Cape Bank a Division of OceanFirst Bank policy has been included in this proposal.

7. Provide a statement of assurance to the effect that your bank is not currently in violation of any regulatory rules and regulations that may have an impact on your operations.

Cape Bank a Division of OceanFirst Bank is not currently in violation of any regulatory rules and regulations that may have an impact on our operations.

SECTION C – FACILITIES

This section should address these areas:

1. **OFFICE / BRANCH LOCATIONS**

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

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

Cape Bank a division of OceanFirst Bank provides the City of Millville a banking center in the city of Millville in which the district can transact business in a convenient location.

Millville Banking Center
Kim Robinson, Manager
1107 N High Street
Millville, NJ 08332

Monday – Thursday 9am -5pm
Friday 9am – 6pm
Saturday 9am – 1pm

Currently Cape Bank has 21 branches located in Southern New Jersey, including 5 branches specifically in the county of Cumberland, Gloucester, Cape May, and Atlantic Counties. Please see the brochure included in this proposal with the listing all of these banking centers.

Atlantic County

- Atlantic City
- Egg Harbor Township
- Galloway
- Hammonton
- Linwood
- Margate
- Somers Point

Cape May County

- Cape May
- Cape May Court House
- Marmora
- Ocean City
- Rio Grande
- Villas
- Wildwood

Cumberland County

- Bridgeport
- Millville
- Upper Deerfield
- Vineland

Gloucester County

- Mantua
- Sewell

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

SECTION D – CONFLICT OF INTEREST

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

No conflicts known to disclose

SECTION E – FEES AND QUOTATION FORMAT

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

1. What is the current rate of interest on checking, business savings, and money market accounts, as of the date of your response to this RFP?

0.35% is the current fixed rate of interest on checking accounts as of the week of September 12, 2016

2. Are these rates fixed? If not, what are the formulas for determining the variable rates of interest?

Cape Bank a Division of OceanFirst Bank will pay interest on all deposits received by 5:00 PM. Interest is compounded daily and credited monthly. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate, based on a 365 day year, to the principal in your account.

The guaranteed rate of interest offered in this proposal to the City of Millville will be set as a fixed rate 0.60% and will not be tied to a published rate.

This rate will be guaranteed for the initial term of this contract for two years to commence on date of execution and expire at the end of two years.

3. What is the balance used for interest calculations (i.e., collected, compensating, actual balance, etc.)?

The Bank will not charge the City for services in an analysis account, therefore the earnings credit rate will not be applicable to reduce costs for hard charges since there are no fees involved, charged, or assessed.

The Bank will pay interest on the entire balance; therefore no compensating balances will be required in any of the City Accounts. No minimum or maximum balance requirements are needed to maintain accounts. Minimum balance required in account to collect interest is \$0.01 (one cent).

The Bank will pay interest on all deposits received by 5:00 PM. Interest is compounded daily and credited monthly. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate, based on a 365 day year, to the principal in your account.

4. What is the reserve requirement assessed against the average daily collected balance?

The interest rate and service fees are not based on compensating balances, therefore the City will not need any reserve requirements, which will allow the City to maximize interest earned on all funds.

5. What is the clearing time on checks drawn on your bank? Other local banks and out of state banks?

Cut off time for a deposit to be posted on the same day is 5:00 PM

Listed below are any exceptions taken to the above request for clearing time for checks drawn on:

- *Our bank* *funds available same day*
- *Other local banks* *funds available next day*
- *Out of state banks* *funds available next day*

All Check deposits made via RDC – Remote Deposit Capture would be available next business day.

6. By what time of day should deposits and/or wired investments be received to be transacted on that day?

Cut off time for a deposit to be posted on the same day is 5:00 PM

7. Indicate the bank's charges, if any, for the services listed in Exhibit A.

The Bank will not charge the City of Millville for services in an analysis account, therefore the earnings credit rate will not be applicable to reduce costs for hard charges since there are no fees involved, charged, or assessed.

8. Indicate the bank's method for covering these fees (i.e., compensating balances, earnings credit, debit memo, etc.):

No service charges or fees will be assessed on all accounts. No compensating balances or reserve requirements will be required. No minimum or maximum balance requirements are needed to maintain accounts

9. Describe your automated cash-management system that provides online computer and touch-tone service. Identify hardware requirements and security measures. What kind of hardware would the City need to implement an electronic service? Are there any system constraints that apply?

The Bank's Online Cash Management software available on the internet through our Business Online gives you the ability to manage all of your bank accounts from any personal computer with an internet connection.

The system begins with multiple layers of security to authenticate all users with tokens and enhanced multi-level security to guard the privacy of information and transactions. No additional hardware or software is needed. Certain versions of internet browsers may apply.

10. What provisions would be made to assure that all requirements of this proposal are met for the duration of the contract in the event of a takeover by another banking institution?

The terms in this proposal will be met for the duration of the contract.

11. Please indicate startup costs, if any, the City will incur to convert to your bank.

The City of Millville currently has its accounts on deposit with Cape Bank a Division of Ocean-First Bank, therefore there are no startup costs involved to maintain this relationship.

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

SECTION F – FORM OF CONTRACT / AMENDMENT OF CONTRACT

1. The form of contract will be determined by the City's Solicitor. If your bank has a proposed form of contract, please supply a copy with your proposal.

The Bank will accept the City's resolution and standard documentation provided by the City for services requested in this proposal.

2. Contracts awarded pursuant to this RFP may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award.

SECTION G – OTHER INFORMATION

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

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

SECTION H – PROPOSER'S WARRANTY:

The person signing the proposal warrants that:

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

Official Signature _____



Lana Latella, Vice President

Cape Bank a Division of OceanFirst Bank

Certification Of Availability of Funds

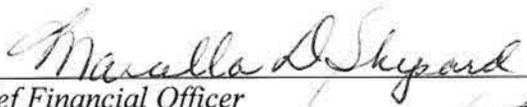
This is to certify to the BOARD OF COMMISSIONERS of the CITY OF MILLVILLE that only funds for the 2016 Calendar Year Budget can be certified. The below contract amount is contingent upon sufficient funds being appropriated in the 2016 Current Year Budget.

Resolution Date: 10/4/2016
Resolution Number: A

Chas. S. Winner
250 Berlin Road
Cherry Hill, NJ 08034

Contract: (2) POLICE VEHICLES

<u>Account Number</u>	<u>Amount</u>	<u>Department Description</u>
6-01-25-240-201-252	\$67,192.00	PURCHASE OF VEHICLES



Chief Financial Officer (JB)

RESOLUTION NO. _____

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

WHEREAS, the City of Millville has a need to purchase vehicles for the Police Department; and

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

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

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

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

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

1. Authorize the purchase of Two (2) - 2017 Police Interceptor Utility, All Wheel Drive Vehicle from Chas. S. Winner, Inc., 250 Berlin Road, Cherry Hill, NJ 08034 for \$33,596.00 each for a total cost of \$67,192.00.

Moved By:

Seconded By:

VOTING

Michael Santiago
Lynne Porreca Compari
David W. Ennis
Joseph Sooy

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

ATTACHMENT "D"



Consulting September 16, 2016
Engineers and Proposal 610026
Scientists

City of Millville
c/o Franklin J. Riesenburger, Shareholder
Flaster/Greenberg
Commerce Center
1810 Chapel Avenue West
Cherry Hill, New Jersey 08002

Dear Mr. Riesenburger:

**Re: Scope of Work for LSRP and Consulting Services and Request for Change Order
Former Airwork Facility, Millville Municipal Airport
Millville, New Jersey**

GEI Consultants, Inc. has prepared this scope of work (SOW) for continued Licensed Site Remediation Professional (LSRP) support services for the Former Airwork Facility Group (FAFG), which includes the City of Millville. This SOW also includes a request for a change order for completion of a number of out-of-scope tasks performed during implementation of the Remedial Investigation (RI) and RI reporting activities conducted between November 2015 and May 2016. This SOW includes the following tasks:

- Change Order for Out-of-Scope RI Activities
- Task 1: Supplemental Indoor Air Quality Sampling Activities
- Task 2: **Included as optional Task** (GWTS Compliance Support)
- Task 3: Development of Work Plan to Fill Data Gaps for Remedial Planning
- Task 4: Preparation of a Remedial Action Work Plan (RAW) for RTC
- Task 5: LSRP Project Oversight and Project Management Activities
- Task 6: City Attorney Support

These tasks are further discussed in the sections below.

Change Order for Out-of-Scope Activities

During the course of completion of the RI phase of the project, several out-of-scope activities were completed as necessary to meet the mandatory timeframe and avoid NJFRP Direct Oversight. These tasks were not included as part of the prior SOWs previously submitted to the

FAFG as they were unknown at that time. Due to the nature of the RI phase, and the necessity to complete a significant amount of work in an abbreviated time period, these items needed to be completed at a rapid pace in order to maintain the schedule and keep the project in compliance with the NJDEP. These out-of-scope items included the following:

- Modifications to the RI reporting level of effort were required related to the submission of multiple RI reports. Originally, the October 2015 SOW assumed preparation of one soil RI report and one groundwater RI report. For clarity purposes, efficiency of review by the FAFG, to insure that the NJDEP recognized that the various sub-parcels of the Site have been fully addressed and to allow for separate tracking at NJDEP of each parcel, a total of five reports were prepared. Out-of-scope activities related to this subtask included division of the RI data into the five reports, several rounds of revisions following FAFG comment, and inclusion of the previously completed Preliminary Assessments for the Hangar and RTC parcels. Also included in this subtask is labor required to submit the data via the NJDEP online portal.
- A substantial amount of unforeseen labor was required to perform a data of known quality review of Arcadis generated laboratory data packages in accordance with NJDEP regulations. A summary of the data quality review was included in the Main Plant and groundwater RIRs.
- In order to comply with the requirements of the RI, the nature of the data collected necessitated a higher than anticipated amount of compliance averaging. Labor hours were spent in this effort as part of the PT-6, Main Plant, and RTC Area RIRs. While this is an overage in hours compared to the original RIR cost estimate, the effort will result in a significant cost savings during the Remedial Action (RA) phase (in that AOCs and individual parameters that would have required remediation were able to be eliminated through compliance averaging).
- Significant unforeseen labor was required of the project engineer to assist the GWTS subcontractor in bringing the system back into compliance following the April 2016 NJDEP inspection, and to coordinate with the NJDEP as a liaison.
- Preparation for and attendance of an in-person meeting with the City of Millville prior to commencement of the RI activities. Attendees included the LSRP and the project manager.
- Preparation of an update to Arcadis' Receptor Evaluation (RE) and updating of the original 1994 draft Classification Exception Area (CEA).
- Continued correspondence with Arcadis to obtain various items and documentation which were found to be missing from their initial project transition files.
- Termination of the existing elevator shop deed notice:
- A number of samples (in addition to the SPLP sampling discussed in the March 1, 2016 SOW) required analysis on an accelerated turnaround time in order to meet the RI deadline. These included samples collected as a contingency to complete delineation which, based on the results of samples collected during the second mobilization, were required to be analyzed.
- Receipt and review of documents pertaining to municipal supply well #4 from the City of Millville and incorporation into groundwater RIR.
- Evaluation of Arcadis' 2011 Ecological Evaluation (EE) and its continued applicability to the Site following the RI.
- Research and evaluation of the historical underground storage tanks (USTs) for potential applicability of post-closure registration (required to complete the RI).

Task 1 – Supplemental Indoor Air Sampling Activities

Following completion of the annual indoor air quality (IAQ) sampling activities onsite and at the 97 Bogden Blvd. property, it was determined that several samples exceeded NJDEP Non-Residential Indoor Air Screening Levels (IASLs) for trichloroethene (TCE), which were not detected in previous IAQ sampling events. TCE was also detected in one of the ambient air samples. Based on the anomalous character these results, GEI conducted several conversations with the NJDEP Vapor Intrusion (VI) case manager. It was decided that the filters in the two air cleaning units associated with the elevated TCE samples would be changed and the areas resampled to confirm the results.

This task includes LSRP discussions with NJDEP to determine appropriate course of action, coordination with Wheaton Hangar and DRBA for access, collection of two IAQ samples (one at Main Plant 2 onsite and one at 97 Bogden Blvd.) plus one ambient air sample at 97 Bogden Blvd, review and discussion regarding data results, update to NJDEP and submission of the requisite NJ Department of Health and NJDEP forms. Please note that this task has already been completed in accordance with the NJDEP VI case manager's request.

Optional Task 2 – GWTS Compliance Support

At the request of counsel, this task (which includes oversight of GWTS O&M and permit compliance support) is included as an optional task.

This task includes continued GEI project engineer support for the remainder of 2016 to provide support to the LSRP and to Terranear, Inc. (Terranear) in regard to operations and maintenance and compliance assistance related to the GWTS. Portions of this task have already been completed to comply with the timeline of recent Southern Bureau of Water Compliance and Enforcement (Enforcement) inspections and address immediate NJDEP concerns. A detailed background discussion and summary of activities performed to date is included below:

Activities associated with WA permit renewal, along with subsequent site visits from NJDEP Enforcement are related to a February 2016 NJDEP correspondence identifying inconsistencies in the submitted renewal application. In particular, the application was missing calibration reports for several permitted recovery wells. As part of efforts to resolve this discrepancy, GEI met with the groundwater treatment system (GWTS) operators from Terranear and attempted to obtain the documents. At the meeting, it was noted that calibration reports for many of the recovery wells in question were not available because they had been inactive for several years.

Following additional discussions with Enforcement and the NJDEP Bureau of Water Allocation, it was determined that the cost and effort associated with making sure calibrated flow meters were present on all inactive recovery wells and that the permit renewal should only include currently operating recovery wells. While discussing options for the inactive recovery wells with the NJDEP, it was stated that all wells needed to be included on the renewal application and that if inactive wells didn't have properly calibrated meters that they were to be abandoned or re-permitted as monitoring wells. Re-permitting the inactive recovery wells as monitoring wells was attempted and the NJDEP rejected the application because the construction details for the recovery wells in question differed too greatly from the required configuration of monitoring wells in New Jersey. As such, the most cost effective option to secure renewal of the WA permit is abandonment of the inactive recovery wells. Currently, the following wells are used as recovery wells at the Site:

- MP-19 (Replacing RW-1)
- RW-2
- RW-7
- RW-10
- MP-30

The following inactive recovery wells could not be re-permitted as monitoring wells and will be abandoned by a NJ-Licensed Well Driller as part of this SOW:

- RW-1
- RW-3
- RW-4
- RW-5
- RW-6
- RW-8
- RW-9
- RW-11
- RW-12
- RW-13

The proposed work will abandon the well but leave the vault and all other structures and appurtenances intact. This is the most cost effective option and leaves critical infrastructure in place should the need to re-drill a recovery well in any of these locations arise. Each well will be tremie-grouted and capped with concrete to the surface of the well casing. The SOW includes the cost for coordination, management, full-time oversight of well abandonment activities and subcontractor costs. The Driller will complete the well abandonment reports and submit them to the NJDEP once the work is completed. It is assumed that the well abandonments can be completed in four (4) days.

Following receipt of the well abandonment reports, GEI will forward the information to the Bureau of Water Allocation and make sure the WA permit renewal is complete.

In addition to bringing the GWTS Water Allocation into compliance, GEI has worked with Terranear to respond to questions from the NJDEP regarding:

- Updating the Discharge Monitoring Reports (DMRs).
- DMR submission protocol.
- The status of the facilities New Jersey Pollutant Discharge Elimination System (NJPDES) permit.

GEI obtained all available DMR data from Terranear, updated the DMRs online and ensured NJDEP questions regarding any missing/omitted data was satisfactorily addressed. Following discussions with NJDEP Enforcement and personnel from the Bureau of Ground Water Pollution Abatement, GEI determined that additional labor is required to update the NJPDES permit and ensure GWTS groundwater injection compliance.

Task 3 - Work Plan to Fill Data Gaps for Remedial Planning

As identified during the completion of the RI and in the RIR, data gaps were identified that must be resolved to appropriately plan for the RA for the Main Plant and PT-6 parcels. These data gaps include, but may not be limited to:

- Potential upgradient sources at Wheaton Hangar and/or the former Aircraft Painting Hangar.
- The current radius of influence of Municipal Well 4.
- Ground water concentrations and gradients between the Main Plant and PT-6.
- Confirmation of the extent of naphthalene soil impact off-site to the east of AOCs 4 and 5 at PT-6.
- An evaluation of the existing GWTS for potential optimization in regard to the current extent of dissolved contaminants.

GEI will conduct the necessary evaluations to determine the appropriate course of action to fill data gaps and will prepare a work plan and cost estimate to implement the proposed work for review and approval by the FAFG.

Task 4 - Preparation of a Remedial Action Work Plan (RAW) for RTC

This task includes preparation of a RAW in accordance with N.J.A.C. 7:26E-5.5 for the remediation of the storm water drainage ditch (AOC-9) in the RTC area. The RAW will include a discussion of the proposed RA and site restoration activities. A draft version of the RAW will be presented to the FAFG for review and comment prior to finalization and submission to the NJDEP. Note that submission of the completed RAW will require certification by the LSRP and the FAFG.

Task 5 - LSRP Project Oversight and Project Management Activities

This task includes ongoing LSRP oversight of the project for the rest of 2016 to administrate the day-to-day activities including coordination with the FAFG, the NJDEP, DRBA, tenants, Wheaton Hangar, and other neighbors, as necessary to achieve our objectives and support public notification, as required. Support staff will be utilized, as necessary to complete any requested activities and additional scopes of work will be prepared if warranted.

Task 6 – City Attorney Support

This task includes GEI labor and expenses for the preparation and participation in a meeting with the new attorney retained by the City of Millville. The meeting occurred at GEI's offices on August 22, 2016 and was attended by the project LSRP, project manager, project engineer, and field manager. This task also includes labor to complete several follow-up action items requested by counsel including compilation and delivery of hard copies of RIR figures including modification of figures to aid in counsel's understanding of the Site status. Note that LSRP labor for City attorney support is included under Task 4.

Costs

The estimated costs to complete the tasks proposed in this SOW are presented below and itemized on Table 1.

Task	Cost
Change Order for Out-of-Scope RI Activities	\$66,500
Task 1: Supplemental IAQ Sampling Activities	\$2,385
Optional Task 2: GWTS Compliance Support	\$41,015
Task 3: Work Plan to Fill Data Gaps for Remedial Planning	\$11,275
Task 4: Preparation of RAW for RTC	\$11,275
Task 5: LSRP Project Oversight and Project Management	\$19,925
Task 6: City Attorney Support	\$4,700
Total	\$116,060
Total Including Optional Task	\$157,075

Based on the foregoing, the City's portion of the cost estimate is:

SOW Iteration	City's Cost
Total Excluding Optional Task	\$17,409
Total Including Optional Task	\$23,561

GEI is prepared to begin immediately upon authorization to proceed in accordance with the existing Professional Services Agreement (PSA).

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

Sincerely,

GEI CONSULTANTS, INC.


 Jason E. Kohl
 Project Manager


 Kathleen F. Stetser, LSRP
 Senior Practice Leader

JEK/KFS:bdp
 Enclosure

\\gtb1v-fs01\Data2\WPROC\Project\Airwork Millville\Proposals\Airwork CO and SOW Revision_09-16-2016.docx

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

 Authorized Representative Signature

 Name / Title

Table 1. Cost Estimate. Former Airwork Facility; Millville, New Jersey.

Change Order for Out-of-Scope RI Activities

Change order estimate based on total RI SOW overage.

Total Change Order \$ 66,500

Task 1: Supplemental IA Sampling Activities

GEI Labor

LSRP	1 hrs @	\$195 \hr	\$	195
Project Manager (grade 5)	3 hrs @	\$145 \hr	\$	435
Project Professional (grade 2)	10 hrs @	\$95 \hr	\$	950
Expenses (mileage and equipment)			\$	150

Subtotal GEI \$ 1,730

Subcontractor

Laboratory Subcontractor (3 IAQ samples standard TAT)	Lump Sum	\$	655
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Subtotal Subcontractor \$ 655

Total Task 1 \$ 2,385

OPTIONAL TASK 2: GWTS Compliance Support

GEI Labor

LSRP	24 hrs @	\$195 \hr	\$	4,680
Project Engineer (grade 5)	64 hrs @	\$145 \hr	\$	9,280
Project Professional (grade 2)	102 hrs @	\$95 \hr	\$	9,690

Subtotal GEI \$ 23,650

Subcontractor

Drilling Subcontractor (Well Abandonment)	Lump Sum	\$	17,365
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Subtotal Subcontractor \$ 17,365

Total Optional Task 2 \$ 41,015

Task 3: Work Plan to Fill Data Gaps for Remedial Planning

GEI Labor

LSRP (grade 7)	15 hrs @	\$195 \hr	\$	2,925
Project Manager (grade 5)	30 hrs @	\$145 \hr	\$	4,350
Project Professional (grade 3)	20 hrs @	\$105 \hr	\$	2,100
Project Professional (grade 2)	20 hrs @	\$95 \hr	\$	1,900

Total Task 3 \$ 11,275

Table 1. Cost Estimate. Former Airwork Facility; Millville, New Jersey.

Task 4: Preparation of a RAW for RTC				
<i>GEI Labor</i>				
LSRP (grade 7)	15 hrs @	\$195 \hr	\$	2,925
Project Manager (grade 5)	30 hrs @	\$145 \hr	\$	4,350
Project Professional (grade 3)	20 hrs @	\$105 \hr	\$	2,100
Project Professional (grade 2)	20 hrs @	\$95 \hr	\$	1,900
			Total Task 4	\$ 11,275
Task 5: Ongoing LSRP Project Oversight				
<i>GEI Labor</i>				
LSRP	65 hrs @	\$195 \hr	\$	12,675
Project Manager (grade 5)	50 hrs @	\$145 \hr	\$	7,250
			Total Task 5	\$ 19,925
Task 6: City Attorney Support				
<i>GEI Labor</i>				
Project Manager (grade 5)	5 hrs @	\$145 \hr	\$	725
Project Professional (grade 3)	10 hrs @	\$105 \hr	\$	1,050
Project Professional (grade 2)	15 hrs @	\$95 \hr	\$	1,425
Expenses (production of hard copies)			\$	1,500
			Total Task 6	\$ 4,700
			GRAND TOTAL	\$ 116,060
			GRAND TOTAL INCLUDING OPTIONAL TASK	\$ 157,075

**CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY
THIRD AMENDMENT TO STANDARD
PROFESSIONAL SERVICES AGREEMENT
GEI CONSULTANTS**

WHEREAS, the City of Millville, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "the Municipality" and **GEI Consultants, Inc.** hereinafter referred to as "Consultant" previously entered into a Standard Professional Services Agreement on or about August 30, 2013 and as amended by a First Amendment to Standard Professional Services Agreement as approved by Resolution No. R174-2015 adopted on June 16, 2015 and amending Resolution No. R117-2016 adopted on April 5, 2016 and as further amended by a Second Amendment to Standard Professional Services Agreement as approved by Resolution No. R307-2015 adopted on November 2, 2015 and amending Resolution No. R118-2016 adopted on April 5, 2016; and

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

WHEREAS, the aforesaid Second Amendment to Professional Services Agreement provided for certain services outside the scope of the original Standard Professional Services Agreement and the First Amendment thereto as set forth in GEI's proposal dated October 1, 2015 in an amount not to exceed \$86,191.00; and

WHEREAS, GEI has submitted a new proposal dated September 16, 2016 containing Scope of Work for continued License Site Remediation Professional Support Services for the former Airwork Facility Group as well as a request for a change order for the completion of a number of out-of-scope services performed

during implementation of the Remedial Investigation and reporting activities conducted between November of 2015 and May of 2016 in an amount chargeable to the Municipality not to exceed the sum of \$23,561.00, which proposal is incorporated herein by reference thereto a Attachment "D".

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

ARTICLE I. SCOPE OF SERVICES

The Scope of Services set forth in the original Standard Professional Service Agreement dated August 30, 2013, and as amended in the First Amendment to the Standard Professional Service Agreement, is hereby expanded so as to include such additional services as are set forth in Consultant's proposal dated October 1, 2015.

ARTICLE II. CONSIDERATION AND METHOD OF PAYMENT

Pursuant to its aforesaid proposal dated September 16, 2016 GEI has estimated a total cost for the Scope of Services in the sum of \$157,075.00. The City of Millville's 15% share of this cost as a member of the PRP Group shall not exceed the sum of \$23,561.00.

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

ARTICLE III. AFFIRMATIVE ACTION

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

ARTICLE IV. AMERICANS WITH DISABILITIES ACT

Attachment "B" containing the Americans with Disabilities Act requirements is

incorporated herein.

ARTICLE V. NON FAIR AND OPEN CONTRACT

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

ARTICLE VI. GENERAL PROVISIONS

1. INDEMNIFICATION.

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

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

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

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

The following types of insurance shall be provided:

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

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

excess.

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

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

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

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

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

THE CITY OF MILLVILLE

Dated: _____

By: _____

Attest: _____

GEI CONSULTANTS

Dated: _____

By: _____
—

Attest: _____

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

the State of Ne Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Repo9irt

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

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

Name of Company:

Signature:

Name:

Title:

Date:

ATTACHMENT B

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

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

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

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

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

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

ATTACHMENT C

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

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

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

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

RESOLUTION NO. R _____ 2016

WHEREAS, the City of Millville, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "the Municipality" and **GEI Consultants, Inc.** hereinafter referred to as "Consultant" previously entered into a Standard Professional Services Agreement on or about August 30, 2013 and as amended by a First Amendment to Standard Professional Services Agreement as approved by Resolution No. R174-2015 adopted on June 16, 2015 and amending Resolution No. R117-2016 adopted on April 5, 2016 and as further amended by a Second Amendment to Standard Professional Services Agreement as approved by Resolution No. R307-2015 adopted on November 2, 2015 and amending Resolution No. R118-2016 adopted on April 5, 2016; and

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

WHEREAS, the aforesaid Second Amendment to Professional Services Agreement provided for certain services outside the scope of the original Standard Professional Services Agreement and the First Amendment thereto as set forth in GEI's proposal dated October 1, 2015 in an amount not to exceed \$86,191.00; and

WHEREAS, GEI has submitted a new proposal dated September 16, 2016 containing Scope of Work for continued License Site Remediation Professional Support Services for the former Airwork Facility Group as well as a request for a change order for the completion of a number of necessary out-of-scope services performed during implementation of the remedial investigation and reporting activities conducted between November of 2015 and May of 2016 in an amount chargeable to the Municipality not to exceed the sum of \$23,561.00, and

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

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

1. The Third Amendment to Standard Professional Services Agreement between the Municipality and GEI Consultants is hereby approved.

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

Moved By: _____

Seconded By: _____

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

CERTIFICATION

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

Susan G. Robostello, City Clerk

Certification 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: 166,950.00
Resolution Date: 10/04/16
Resolution Number: R-

Vendor: 31145 GEI CONSULTANTS, INC.
400 UNIFORM PARK DRIVE
WOBURN, MA 01801

Contract: Y4-00051 LSRP Services for the Former
Airwork Facilities Group-15%
of \$98,020.00

Account Number	Amount	Account Description
C-04-71-107-041-401	23,561.00	ORD 41'07 AUTH IMP VAC/ADJ LAND A/P&OTHR
Total	23,561.00	

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



Chief Financial Officer (SB)

RESOLUTION AUTHORIZING ACTION BY THE CITY ATTORNEY

WHEREAS, the City's Special Labor Attorney, Blaney Karavan, conducted an independent investigation of an employee's complaint against Commissioner Joseph Sooy pursuant to City Code 46-63; and

WHEREAS, John Dominy, Esq. of Blaney Karavan issued a report dated September 29, 2016 containing his findings of fact and making certain recommendations.

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

That the City Attorney is hereby authorized to send a letter to the employee advising him/her that the Board is accepting and adopting the recommendations of the aforesaid report.

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 October 4, 2016.

Susan G. Robostello, City Clerk

PUBLIC NOTICE
CITY OF MILLVILLE
CUMBERLAND COUNTY
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Board of the City of Millville, 12 South High St. on October 20, 2016 at 10:00 AM local prevailing time. When publicly opened and read aloud for:

**REBID CY 2016 AUTOMOTIVE AND LIGHT DUTY TRUCK
OEM AND NON OEM PARTS**

for the City of Millville in accordance with specifications on file in the office of the Purchasing Agent, City Hall, 12 South High St., Millville, NJ during regular business hours of 8:30 AM to 4:30 PM Monday through Friday where said specifications may be examined and where copies may be obtained by prospective bidders.

Each bid must be submitted enclosed in an opaque sealed envelope addressed to the "Millville City Commissioners, City of Millville, 12 South High St., Millville, NJ 08332" and plainly marked on the outside "Rebid for CY 2016 Automotive and Light Duty Truck OEM and Non OEM Parts", including the name of the bidder and delivered before or on the day and time of the bid opening and must be accompanied by a non-collusion affidavit and certified check, cashier's check or bid bond in the amount of ten (10) percent of the total bid, not to exceed twenty thousand dollars (\$20,000.00), made payable to the City of Millville. Facsimile bids will NOT be accepted.

No Bid Forms or Specifications will be available after 4:00 p.m., Local Prevailing Time, October 18, 2016.

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

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. (Affirmative Action).

Bidders are required to submit a statement of ownership with their bid as required by P.L. 1977, c. 33 (Disclosure of Ownership).

Bidders are required to submit a copy of their Business Registration Certificate with their bid as required by N.J.S.A. 52:32-44.

The City reserves the right to reject any and all bids received and to accept any bid which is deemed most favorable to the City of Millville, Cumberland County, NJ, at the time and under the conditions stipulated.

The City is not responsible for the loss or destruction of any bids mailed or delivered to the City Clerk prior to the time set for the bid opening.

By order of the Board of Commissioners.

Susan G. Robostello
City Clerk

Date: October 5, 2016