

TENTATIVE AGENDA FOR REORGANIZATION MEETING JANUARY 2, 2020, 5:30 P.M.

1. CALL TO ORDER

2. ROLL CALL

Santiago__ Pepitone__ Parent__ Udalovas__ Cooper__

3. INVOCATION AND SALUTE TO THE FLAG

Reverend Brian Wheaton, to deliver the invocation, followed by the Salute to the Flag.

4. 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."

5. CITY CLERK TO REVIEW CHANGES TO THE AGENDA

6. PUBLIC COMMENT ON AGENDA ITEMS ONLY

7. RESOLUTIONS

7.I. Resolution Item (01)A - City Solicitor

Resolution appointing Brock D. Russell, Esquire to serve as Municipal Attorney and authorizing a Professional Services Contract through a Fair and Open Process in an amount not to exceed \$162,000.00 per year, with the exception of litigation which will be charged at the rate of \$120.00 per hour plus costs

Motion-

Second-

(Certification of Funds)

Pepitone__ Parent__ Udalovas__ Cooper__ Santiago__

Documents:

[RES -2020 BROCK RUSSELL - SOLICITOR.PDF](#)

7.II. Resolution Item (01)B - City Solicitor

Resolution appointing Albert Marmero, Esquire to serve as Municipal Attorney and authorizing a Professional Services Contract through a Non-Fair and Open Process at the rate of \$150.00 per hour with an amount not to exceed \$162,000.00 per year

Motion-

Second-

(Certification of Funds)

Pepitone___ Parent___ Udalovas___ Cooper___ Santiago___

Documents:

[RES -2020 AL MARMERO - SOLICITOR.PDF](#)

7.III. Resolution Item (02)

Resolution designating depositories for the City of Millville

Motion-

Second-

Pepitone___ Parent ___ Udalovas ___ Cooper ___ Santiago ___

Documents:

[RES DESIGNATE BANK 2020.PDF](#)

7.IV. Resolution Item (03)

Resolution authorizing the disbursement of funds and designated signatures

Motion-

Second-

Pepitone___ Parent ___ Udalovas ___ Cooper ___ Santiago ___

Documents:

[RES DESIGNATING DEPOSITORIES AND DISBURSE FUNDS.PDF](#)

7.V. Resolution Item (04)

Resolution authorizing the adoption of the Cash Management Plan in accordance with N.J.S.A 40A:5-14

Motion-

Second-

Pepitone___ Parent ___ Udalovas ___ Cooper ___ Santiago ___

Documents:

[RES CASH MANAGEMENT.PDF](#)

7.VI. Resolution Item (05)

Resolution authorizing the adoption of the Calendar Year 2020 Temporary Budget

Motion-

Second-

Pepitone ___ Parent ___ Udalovas ___ Cooper ___ Santiago ___

Documents:

[RES TEMP BUDGET 2020.PDF](#)

7.VII. Resolution Item (06)

Resolution approving the designated meeting dates and times of the Board of Commissioners for the Calendar Year 2020

Motion-

Second-

Pepitone ___ Parent ___ Udalovas ___ Cooper ___ Santiago ___

Documents:

[RES MEETING DATES FOR COMMISSION MEETINGS 2020.PDF](#)

7.VIII. Resolution Item (07)

Resolution designating the following as Official Newspapers for the City of Millville:

1. Daily Journal
2. Atlantic City Press
3. South Jersey Times

Motion-

Second-

Pepitone ___ Parent ___ Udalovas ___ Cooper ___ Santiago ___

Documents:

[RES OFFICIAL NEWSPAPERS 2020.PDF](#)

7.IX. Resolution Item (08)

Resolution appointing Brendan J. Kavanagh, Esquire as Public Defender and

authorizing Professional Services Agreement through the Fair and Open Process at a rate of \$400.00 per court session in an amount not to exceed \$38,400.00

Motion-

Second-

(Certification of Funds)

Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES PSC TO KAVANAGH PUBLIC DEFENDER.PDF](#)

7.X. Resolution Item (09)

Resolution appointing Bowman & Company, LLP as City Auditor through a Fair and Open Process and authorizing a Professional Services Contract in an amount not to exceed \$96,300.00 for the duration of one year

Motion-

Second-

(Certification of Funds)

Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES PSC BOWMAN AND CO.PDF](#)

7.XI. Resolution Item (10)

Resolution appointing The Ritter Law Office, LLC as Collections Counsel and authorizing Professional Services Contract through a Fair and Open Process for the duration of one year

Motion-

Second-

Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES RITTER LAW OFFICES LLC.PDF](#)

7.XII. Resolution Item (11)

Resolution appointing Fleishman Daniels Law Offices, LLC for the provision of bond counsel services and authorizing a Professional Services Contract through a Fair and Open Process in an amount not to exceed \$10,000.00 for the duration of one year

Motion-

Second-

(Certification of Funds)

Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES PSC FLEISHMAN DANIELS.PDF](#)

7.XIII. Resolution Item (12)

Resolution appointing J. Paul Bainbridge, MAI as City Appraiser and authorizing Professional Services Contract with J.P. Bainbridge & Associates, Inc. at a rate of \$155.00 per hour, not to exceed \$10,000.00

Motion-

Second-

(Certification of Funds)

Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES PSC JP BAINBRIDGE APPRAISER.PDF](#)

7.XIV. Resolution Item (13)

Resolution appointing Shanna McCann, Esquire as City Prosecutor and authorizing Professional Services Contract to McCann and McCann in an amount not to exceed \$57,600.00

Motion-

Second-

(Certification of Funds)

Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES PSC SHANNA MCCANN - PROSECUTOR.PDF](#)

7.XV. Resolution Item (14)

Resolution appointing Allen Associates as Broker of Record for Employee Benefit Program and authorizing a Professional Services Contract through a Fair and Open Process for the duration of one year.

Motion-

Second-

Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES PSC ALLEN ASSOCIATES.PDF](#)

7.XVI. Resolution Item (15)

Resolution appointing Nona Ostrove, Esq. for the provision of Special Counsel in Bankruptcy services and authorizing Professional Services Contract through a Fair and Open Process at a rate of \$205.00 per hour and \$120.00 per hour for paralegal services in an amount not to exceed \$25,000.00 for the duration of one year

Motion-

Second-

(Certification of Funds)

Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES PSC NONA L. OSTROVE LLC.PDF](#)

7.XVII. Resolution Item (17)

Resolution appointing Phoenix Advisors, LLC as Financial Advisor and authorizing Professional Services Contract through a Fair and Open Process in an amount not to exceed \$5,000.00 for the duration of one year

Motion-

Second-

(Certification of Funds)

Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES PSC TO PHOENIX ADVISORS - FINANCIAL ADVISOR.PDF](#)

7.XVIII. Resolution Item (18)

Resolution appointing Grace Marmero & Associates, LLP as Special Counsel - Labor

Counsel for the City of Millville and authorizing a Professional Services Contract through the Fair and Open Process at a rate of \$150.00 per hour in an amount not to exceed \$100,000.00

Motion-

Second-

(Certification of Funds)

Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES- PSC GRACE MARMERO AND ASSOCLLP 01-02-2020.PDF](#)

7.XIX. Resolution Item (19)

Resolution appointing Grace Marmero & Associates, LLP as Counsel for Tax Appeals for the City of Millville and authorizing a Professional Services Contract through the Fair and Open Process at a rate of \$120.00 per hour not to exceed \$15,000.00

Motion-

Second-

(Certification of Funds)

Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES GRACE MARMERO AND ASSOCIATES LLP - TAX APPEAL.PDF](#)

7.XX. Resolution Item (20)

Resolution appointing Grace Marmero & Associates, LLP as Counsel for Tax Foreclosure Services for the City of Millville and authorizing a Professional Services Contract through the Fair and Open Process at a rate of \$120.00 per hour not to exceed \$15,000.00

Motion-

Second-

(Certification of Funds)

Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES GRACE MARMERO AND ASSOCIATES LLP - TAX FORECLOSURE.PDF](#)

7.XXI. Resolution Item (21)

Resolution appointing Hardenbergh Insurance Group as Insurance Broker of Record and authorizing a Professional Services Contract through a Fair and Open Process in an amount not to exceed \$39,000.00 for the duration of one year.

Motion-

Second-

(Certification of Funds)

Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[PSC- HARDENBERGH INSURANCE AGENCY 2020.PDF](#)

7.XXII. Resolution Item (22)

Resolution appointing Pennoni Associates, Inc. as Engineer Consultant for Special Projects and authorizing a Professional Services Contract through a Fair and Open Process in an amount not to exceed \$50,000.00 for the duration of one year.

Motion-
Second-
(Certification of Funds)
Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES -2020 PENNONI AS SPECIAL PROJECTS ENGINEER.PDF](#)

7.XXIII. Resolution Item (23)

Resolution appointing Grace Marmero & Associates, LLP for Special Counsel for Affordable Housing Matters and Counsel on Affordable Housing ("COAH") related litigation and authorizing a Professional Services Contract through a Fair and Open Process in an amount not to exceed \$10,000.00 for the duration of one year.

Motion-
Second-
(Certification of Funds)
Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES -2020 GRACE MARMERO REGARDING COAH.PDF](#)

8. 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

9. RESOLUTION ITEM (CLOSED SESSION)

Resolution authorizing Closed Session for the following matter:

1. Millville Plastics Redevelopment Project:

Contract Negotiations/Attorney/Client Privilege and Deliberative Process

Motion-
Second-
Pepitone___Parent___Udalovas___Cooper___Santiago___

Documents:

[RES CLOSED SESSION 1-2-2020.PDF](#)

10. ADJOURN

Motion-
Second-

RESOLUTION NO. -2020

**AWARDING A PROFESSIONAL SERVICES CONTRACT TO
BROCK D. RUSSELL, LLC**

WHEREAS, the City of Millville (hereinafter referred to "Municipality") sought and obtained Requests for Proposals to perform professional services as **Municipal Attorney** on behalf of the Municipality with **BROCK D. RUSSELL, LLC** (hereinafter referred to as "Contractor") having submitted a bid under the criteria set forth; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, provides that contracts for professional services may be awarded without public advertisement therefore; and

WHEREAS, under the Local Public Contracts Law, the subject contract is a contract for professional services because:

(A) Professional services of the type herein sought are of such a nature as to require a high degree of trust or confidence in the individual entity providing the service and, in fact, may require the creation of a confidential or fiduciary relationship between that individual or entity and the municipality; and

(B) The services required are highly specialized or technical in nature; and

(C) The services require peculiar ability or skill and demand a high degree of specialized knowledge or expertise; and

(D) The services are such that their relative worth must be judged by subjective considerations that are not susceptible of valuation by competitive bidding; and

(E) The individual or entity who will provide these services has demonstrated competence and particular expertise in the services required; and

(F) The individual or entity who will perform these services is held to and fully adheres to the strict ethical standards that govern the involved profession; and

(G) The services include advice to and consultation with the municipality that require both knowledge and judgment on the part of the individual or entity providing services, as well as the confidence of the municipal officials such that competitive bidding is not feasible or practical; and

(H) The services to be provided are such that their nature, scope and duration are not capable of precise measurement, but rather require a flexibility and discretion that render competitive bidding impractical and inefficient.

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

1. All of the statements of the preamble are incorporated herein by this reference thereto as though the same were set forth at length.

2. The Mayor and City Clerk be and they are hereby authorized to execute a Professional Services Contract retaining **BROCK D. RUSSELL,**

ESQUIRE OF BROCK D. RUSSELL, LLC to perform the following professional services: **MUNICIPAL ATTORNEY** in an amount not to exceed **\$162,000.00** in the form annexed hereto as Exhibit “A” with the term of that agreement commencing on January 1, 2020 and terminating on December 31, 2020.

3. The statutory language required by N.J.S.A. 10:2-1 and 10:5-33 hereby incorporated into the contract by reference and the contractor is bound by said language together with the other provisions of the anti-discrimination laws of the State of New Jersey, Chapter 127 of the Laws of 1975.

4. This Resolution shall only be effective when a copy of a certification of availability of funds prepared by Chief Financial Officer of the City is attached hereto.

5. If required by law, the Business Disclosure Entity Certification and the determination of value shall be placed on file with this Resolution.

6. A notice of the letting of this contract shall be published in the City’s official newspaper within ten (10) days of the date of this resolution, which notice shall state that this Resolution and the Contract are on file and available for public inspection in the office of the City Clerk.

7. This Resolution only shall become effective when a copy of the New Jersey Business Registration Certificate of the Contractor herein is submitted to the City of Millville pursuant to the provisions of N.J.S.A. 52:32-44b(1) and a copy of that New Jersey Business Registration Certificate shall be placed on file with this Resolution.

Moved By:

Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

 Jeanne Hitchner, City Clerk

RESOLUTION NO. -2020

**AWARDING A PROFESSIONAL SERVICES CONTRACT TO
GRACE MARMERO & ASSOCIATES**

WHEREAS, the City of Millville (hereinafter referred to "Municipality") sought and obtained Requests for Proposals to perform professional services as **Municipal Attorney** on behalf of the Municipality with **GRACE MARMERO & ASSOCIATES** (hereinafter referred to as "Contractor") having submitted a bid under the criteria set forth; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, provides that contracts for professional services may be awarded without public advertisement therefore; and

WHEREAS, under the Local Public Contracts Law, the subject contract is a contract for professional services because:

(A) Professional services of the type herein sought are of such a nature as to require a high degree of trust or confidence in the individual entity providing the service and, in fact, may require the creation of a confidential or fiduciary relationship between that individual or entity and the municipality; and

(B) The services required are highly specialized or technical in nature; and

(C) The services require peculiar ability or skill and demand a high degree of specialized knowledge or expertise; and

(D) The services are such that their relative worth must be judged by subjective considerations that are not susceptible of valuation by competitive bidding; and

(E) The individual or entity who will provide these services has demonstrated competence and particular expertise in the services required; and

(F) The individual or entity who will perform these services is held to and fully adheres to the strict ethical standards that govern the involved profession; and

(G) The services include advice to and consultation with the municipality that require both knowledge and judgment on the part of the individual or entity providing services, as well as the confidence of the municipal officials such that competitive bidding is not feasible or practical; and

(H) The services to be provided are such that their nature, scope and duration are not capable of precise measurement, but rather require a flexibility and discretion that render competitive bidding impractical and inefficient.

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

1. All of the statements of the preamble are incorporated herein by this reference thereto as though the same were set forth at length.

2. The Mayor and City Clerk be and they are hereby authorized to execute a Professional Services Contract retaining **ALBERT MARMERO**,

ESQUIRE OF GRACE MARMERO & ASSOCIATES to perform the following professional services: **MUNICIPAL ATTORNEY** in an amount not to exceed **\$162,000.00** in the form annexed hereto as Exhibit “A” with the term of that agreement commencing on January 1, 2020 and terminating on December 31, 2020.

3. The statutory language required by N.J.S.A. 10:2-1 and 10:5-33 hereby incorporated into the contract by reference and the contractor is bound by said language together with the other provisions of the anti-discrimination laws of the State of New Jersey, Chapter 127 of the Laws of 1975.

4. This Resolution shall only be effective when a copy of a certification of availability of funds prepared by Chief Financial Officer of the City is attached hereto.

5. If required by law, the Business Disclosure Entity Certification and the determination of value shall be placed on file with this Resolution.

6. A notice of the letting of this contract shall be published in the City’s official newspaper within ten (10) days of the date of this resolution, which notice shall state that this Resolution and the Contract are on file and available for public inspection in the office of the City Clerk.

7. This Resolution only shall become effective when a copy of the New Jersey Business Registration Certificate of the Contractor herein is submitted to the City of Millville pursuant to the provisions of N.J.S.A. 52:32-44b(1) and a copy of that New Jersey Business Registration Certificate shall be placed on file with this Resolution.

Moved By:

Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

 Jeanne Hitchner, City Clerk

RESOLUTION NO.

DESIGNATING DEPOSITORY FOR MUNICIPAL FUNDS

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

That the Millville Office of Ocean First Bank, Millville, New Jersey, be and hereby is designated as a depository for the following funds of the City of Millville:

- Current Account
- Sewer Operating Account
- Water Operating Account
- Payroll Account
- Trust Account
- Animal Control Account
- Tax Collector's Escrow Account
- Municipal Court Clerk, Criminal Civil Court Account
- Municipal Court Clerk, Bail Account
- Local Law Enforcement Block Grant
- Community Development Funds
- Community Development Revolving Loan Fund
- UDAG Account
- Landfill Escrow Account
- U.E.Z. Loan Fund
- Tax Sale Account
- Affordable Housing

Moved By:

Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

Resolution No.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

That Ocean First, which has been designated the depository of the City of Millville, be and they are hereby authorized to disburse funds of the City of Millville on checks signed by Michael Santiago, Mayor, W. James Parent, Vice Mayor & Director of Revenue and Finance and countersigned by Marcella Shepard, Chief Financial Officer.

Moved By:
Seconded By:

VOTING

Michael Santiago
W. James Parent
Ashleigh Udalovas
Joseph Pepitone
Bruce Cooper

| <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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

CITY OF MILLVILLE CASH MANAGEMENT PLAN

This plan is established to comply with the requirements of N.J.S.A. 40A: 5-14 and to provide a guide to municipal officials and employees in carrying out their duties concerning the receipt and disbursement and investment of City of Millville funds.

The following requirements shall be adhered to:

- A. The Board of Commissioners shall, at the first reorganization meeting, designate the legal depositories for all municipal funds. The resolution may be amended or supplemented from time to time as the Board of Commissioners deems necessary. Such resolution(s) shall be deemed a part of the Cash Management Plan.
- B. The Board of Commissioners shall, at the first reorganization meeting of the newly elected Board, designate by resolution the required signatories to all municipal bank accounts. The resolution may be amended or supplemented from time to time as the Board of Commissioners deems necessary.
- C. All municipal funds received by an official or employee shall be either deposited within 48 hours to an interest bearing account in the name of the City of Millville, or shall be turned over to the Chief Financial Officer within 48 hours of receipt.
- D. All revenues received by the Chief Financial Officer shall be deposited to interest bearing accounts in the legal depositories.
- E. The City's Chief Financial Officer shall be charged with administering the Cash Management Plan.
- F. The following funds shall not be required to be maintained in interest bearing accounts
 1. Change Funds
 2. Petty Cash Funds
 3. Payroll Funds
 4. Trust Funds to the extent that the deposit of such funds to an interest bearing account would require by law the payment of interest to the provider of the funds.
 5. Checking accounts established for the express purpose of paying bills approved by the governing body. The balances in these funds shall be kept at the minimum amount required for the orderly operation of the account.
 6. Compensating balances maintained for the purpose of obtaining specific services from financial institutions. Such accounts shall be established only under terms of written agreements approved by the Board of Commissioners.
- G. The Tax Collector and Utilities Collector(s) shall deposit all funds in a City interest bearing account as directed by the Chief Financial Officer. Any funds collected during the month, not previously turned over, shall be remitted to the

Chief Financial Officer no later than the first day of the following month.

H. No municipal funds shall be disbursed by the Chief Financial Officer prior to approval of the Board of Commissioners except for:

1. Debt Service Payments
2. Investments
3. Payroll turnovers to agencies.
4. Discount vouchers.

Note: Debt service payments and discount vouchers must be ratified after payment.

I. It shall be the responsibility of the Chief Financial Officer, to analyze the City's cash flow and identify funds that are not needed for the City's immediate needs.

Such funds identified shall be invested after obtaining documented quotations and reviewing all investment options, and with the approval of the Chief Financial Officer, in the authorized investment(s) offering the highest effective rate of return, that meets the cash flow needs of the City, unless otherwise restricted by the Board of Commissioners.

The following are the authorized investments approved by the Board of Commissioners and are permitted for Local Government units by N.J.S.A. 40A: 5-15.1(a).

1. **Interest-bearing bank accounts and certificates of deposits in authorized banks for deposit of local funds (GUDPA approved) as listed in resolution(s) authorizing depositories.**
2. Government money market mutual funds as comply with N.J.S.A. 40A: 5-15.1(e).
3. Any federal agency or instrumentality obligation authorized by the United States Congress that matures within 397 days from the date of purchase and has a fixed rate of return not dependent on any index or external factors.
4. Bonds or obligations of the City of Millville or the City of Millville School District.
5. Any other obligations with maturities not exceeding 397 days, as permitted by the New Jersey Division of Investments.
6. Local Government Investment pools which comply with N.J.S.A. 40A:5-15.1(e) and conditions set by the Division of Local Government Services.
7. New Jersey Cash Management Plan
8. Repurchase agreements (repo's) of fully collateralized securities, which comply with N.J.S.A. 40A: 5-15.1(a).

J. The Chief Financial Officer shall report monthly all investment transactions as required by N.J.S.A. 40A: 5-15.2 to the Board of Commissioners.

Audit Requirement

The Cash Management Plan shall be subject to the annual audit conducted pursuant to N.J.S.A. 40A:5-4.

Moved By:

Seconded By:

VOTING

Michael Santiago
W. James Parent
Ashleigh Udalovas
Joseph Pepitone
Bruce Cooper

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

CERTIFICATION

I certify that the foregoing is a true copy of a Resolution adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on January 2, 2020.

Jeanne M. Hitchner, City Clerk

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

RESOLUTION NO. R _____ 2020

RESOLUTION PROVIDING FOR A TEMPORARY BUDGET FOR THE
CITY OF MILLVILLE FOR THE YEAR 2020

WHEREAS, N.J.S.A. 40A: 4-19 provides that a temporary appropriation should be made for the purposes and amounts required in the regular manner and time therein required; and

WHEREAS, the date of this resolution is within the first thirty (30) days of 2020; and

WHEREAS, an amount within 26.25% of the total appropriations for the 2019 Municipal Budget, excluding any appropriations made for Debt Service, Capital Improvement Fund and Public Assistance State Aide Agreement in the said 2020 Temporary Budget in the sum of \$11,392,809.94; and

WHEREAS, an amount within 26.25% of the total appropriations for the 2019 Water and Sewer Utility Budget, excluding any appropriations made for Debt Service or Capital Outlay in the said 2020 Temporary Budget in the sum of \$1,705,138.37 for Water and \$2,831,102.41 for Sewer

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Millville, County of Cumberland, State of New Jersey, that the following appropriation be made:

| General Government Functions | |
|-------------------------------------|------------|
| General Administration | |
| Salaries & Wages | 5,381.25 |
| Other Expenses | 4,014.68 |
| Human Resources | |
| Salaries & Wages | 22,050.00 |
| Other Expenses | 3,382.31 |
| Board of Commissioners | |
| Salaries & Wages | 15,356.25 |
| Other Expenses | 2,098.69 |
| Municipal Clerk's Office | |
| Salaries & Wages | 83,868.75 |
| Other Expenses | 21,577.50 |
| Financial Administration | |
| Salaries & Wages | 123,637.50 |
| Other Expenses | 13,623.75 |
| Audit Services | |
| Other Expenses | 13,125.00 |
| Information Systems | |
| Salaries & Wages | - |
| Other Expenses | 49,481.25 |
| Collection of Taxes | |
| Salaries & Wages | 47,381.25 |
| Other Expenses | |

| | |
|--|------------------|
| | 7,822.50 |
| Assessment of Taxes | |
| Salaries & Wages | 63,525.00 |
| Other Expenses | 31,867.50 |
| Legal Services & Costs | |
| Other Expenses | 97,978.13 |
| Engineering Services & Costs | |
| Salaries & Wages | 66,963.75 |
| Other Expenses | 25,987.50 |
| Economic & Industrial Development | |
| Other Expenses | 7,875.00 |
| Land Use Administration Planning/Community Dev | |
| Salaries & Wages | 9,975.00 |
| Other Expenses | 7,231.88 |
| Planning Board | |
| Salaries & Wages | 11,287.50 |
| Other Expenses | 4,816.88 |
| Zoning Board | |
| Salaries & Wages | 8,925.00 |
| Other Expenses | 5,932.50 |
| Bureau of Permits & Inspections | |
| Salaries & Wages | 69,300.00 |
| Other Expenses | 24,845.63 |
| Code Enforcement & Administration Construction Official | |
| Salaries & Wages | 43,575.00 |
| Other Expenses | 7,079.63 |
| Elevator Inspection Insurance | - |
| Other Insurance | 98,437.50 |
| Worker's Compensation Insurance | 223,125.00 |
| Surety Bonds | 1,312.50 |
| Group Insurance | 1,103,681. 25 |
| Public Safety Function Police | |
| Salaries & Wages | 1,824,396. 53 |
| Other Expenses | 121,747.50 |
| Office of Emergency Management | |
| Salaries & Wages | 3,937.50 |
| Other Expenses | 6,733.13 |
| Aid to Volunteer Ambulance Companies Fire | - |

| | |
|---|------------|
| Salaries & Wages | 305,681.25 |
| Other Expenses | 26,328.75 |
| Uniform Fire Safety Act | |
| Salaries & Wages | 28,087.50 |
| Other Expenses | 9,607.50 |
| Municipal Prosecutor's Office | |
| Other Expenses | 19,425.00 |
| Public Works Function | |
| Streets & Roads | |
| Salaries & Wages | 207,900.00 |
| Other Expenses | 52,198.13 |
| Shade Tree Commission | |
| Salaries & Wages | 262.50 |
| Other Expenses | 1,837.50 |
| Solid Waste & Recycling Collection | |
| Salaries & Wages | 1,968.75 |
| Other Expenses | 304,536.75 |
| Public Buildings & Grounds | |
| Salaries & Wages | 24,937.50 |
| Other Expenses | 53,956.88 |
| Fleet Management | |
| Salaries & Wages | 50,137.50 |
| Other Expenses | 10,591.88 |
| Solid Waste Recycling - Apartment | 3,937.50 |
| Health & Human Services Function | |
| Animal Control Services | |
| Salaries & Wages | 17,325.00 |
| Other Expenses | 29,707.65 |
| Contributions to Social Services Agencies | 1,811.25 |
| Length of Service | 7,875.00 |
| Reserve for Payment of Unused Accumulated | |
| Sick Pay | 26,250.00 |
| Parks & Recreation Function | |
| Recreation | |
| Salaries & Wages | 31,500.00 |
| Other Expenses | 14,949.38 |
| State & Federal Project Maintenance | |
| Salaries & Wages | 11,025.00 |
| Other Expenses | 16,800.00 |
| Parks & Playgrounds | |
| Salaries & Wages | 57,487.50 |
| Other Expenses | 39,611.25 |
| Beach Operations | |
| Other Expenses | - |

| | |
|---|--------------|
| Celebration of Public Events, Anniversary, or Holiday | 8,859.38 |
| Tax Appeals | 47,250.00 |
| Interest on Tax Appeals | 2,625.00 |
| Aid to Library | 186,291.00 |
| Utility Expenses & Bulk Purchases | |
| Street Lighting | 172,462.50 |
| Gasoline | 68,118.75 |
| Electricity | 125,002.50 |
| Telephone | 64,050.00 |
| Heating Oil | |
| Natural Gas | 29,531.25 |
| Landfill & Solid Waste Costs | |
| Landfill & Solid Waste Costs | 175,560.00 |
| Recycling Tax | 10,500.00 |
| Contingent | |
| Contingent | 525.00 |
| Statutory Expenditures | |
| Public Employees Retirement System | 169,366.84 |
| Police and Fireman's Retirement System | 430,397.63 |
| Social Security System | 131,250.00 |
| Unemployment Disability Insurance | 13,125.00 |
| Defined Contribution Retirement Program | 13,125.00 |
| Interlocal Service Agreements | |
| Millville Board of Education - Gasoline | 5,250.00 |
| Millville Board of Education - Information Technology | - |
| Tax Collector | 7,875.00 |
| Municipal Court | |
| Salaries & Wages | 97,125.00 |
| Other Expenses | 36,019.20 |
| Public Defender | |
| Other Expenses | 10,152.19 |
| Grants | |
| Matching Funds for Grants | 13,125.00 |
| Municipal Debt Service | |
| | 2,595,000.00 |
| Payment of Bond Principal | 00 |
| Payment of Bond Anticipation Notes & Capital Notes | |
| Interest on Bonds | 561,740.00 |
| Interest on Notes | 50,000.00 |
| Green Trust Loan Program: | |
| Principal | 59,437.35 |
| Interest | 7,034.38 |

| | |
|-------------------------------|----------------------|
| Capital | 50,000.00 |
| Reserve for Uncollected Taxes | 612,937.63 |
| Deferred Charge | - |
| Total Current | 11,392,809.94 |

Water Utility

| | |
|------------------------------------|---------------------|
| Salaries & Wages | 332,953.16 |
| Other Expenses | 437,743.43 |
| Capital Outlay | 215,000.00 |
| Payment of Bond Principal | 260,000.00 |
| Payment of Note Principal | |
| Interest on Bonds | 110,605.00 |
| Interest on Notes | |
| Water Supply Bond Loan | |
| Infrastructure Loan | 301,324.28 |
| Deferred Charges | - |
| Contribution to: | |
| Public Employees Retirement System | 17,850.00 |
| Disability Insurance | 2,625.00 |
| Social Security | 27,037.50 |
| Total Water | 1,705,138.37 |

Sewer Utility

| | |
|--|---------------------|
| Salaries & Wages | 389,156.25 |
| Other Expenses | 763,512.75 |
| Capital Outlay | 220,000.00 |
| Payment of Bonds | 445,000.00 |
| Payment of Bond Anticipation Notes & Capital Notes | |
| Interest on Bonds | 91,575.00 |
| Interest on Notes | |
| NJ Wastewater Treatment Loans | 860,433.41 |
| Contribution to: | |
| Public Employees Retirement System | 29,400.00 |
| Unemployment Insurance | |
| Disability Insurance | 525.00 |
| Social Security | 31,500.00 |
| Total Sewer | 2,831,102.41 |

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 | | | | |
| William Davis | | | | |

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 _____, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

A Resolution to provide for the designated meeting dates of the Board of Commissioners for Calendar Year 2020.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE, COUNTY OF CUMBERLAND, STATE OF NEW JERSEY THAT:

The designated City Work Session Meetings and Commission Meetings for Calendar Year 2020 be and the same are hereinafter provided in accordance with the annual meeting notice requirements subject to any adjustments to be determined from time to time by resolution of the Board as follows:

**ANNUAL MEETING NOTICE 2020
MILLVILLE CITY COMMISSION**

The Board of Commissioners of the City of Millville will hold the following meetings in the Richard C. McCarthy Commission Chamber, City Hall, 12 S. High Street, Millville, New Jersey, on the dates and times specified.

First and Third Tuesday of Each Month

Agenda Session 5:30 P.M.
Public Meeting 7:00 P.M.
(Unless noted otherwise)

Work Sessions & Public Session

| | |
|-----------|---|
| January | 2 (Wednesday) Reorganization 5:30 P.M. |
| January | 21 |
| February | 4 and 18 |
| March | 3 and 17 |
| April | 7 and 21 |
| May | 5 and 19 |
| June | 3 (Wednesday) |
| June | 16 |
| July | 7 and 21 |
| August | 18 |
| September | 1 and 15 |
| October | 6 and 20 |
| November | 4 (Wednesday) |
| November | 16 (Monday) |
| December | 1 and 15 |
| December | 31 Thursday-12:00 noon (Special Meeting CY2020 Year End) |
| January | 4, 2021 Reorganization 5:30 P.M. (Monday) |

Moved By:
Seconded By:

VOTING

Michael Santiago
W. James Parent
Ashleigh Udalovas
Joseph Pepitone
Bruce Cooper

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held on January 2, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

BE IT RESOLVED, THAT THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE DO HEREBY designate the following newspapers as the Official Newspapers for the year 2019 in accordance with N.J.S.A 10:4-8

1. The Daily Journal
2. Atlantic City Press
3. South Jersey Times

Moved By:

Seconded By:

VOTING

Michael Santiago
W. James Parent
Ashleigh Udalovas
Joseph Pepitone
Bruce Cooper

| <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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

RESOLUTION APPOINTING KAVANAGH & KAVANAGH, LLC AS PUBLIC DEFENDER FOR 2020

WHEREAS, the City of Millville received proposals for RFP's on December 5, 2019; and

WHEREAS, the City of Millville is in need of professional services with respect to Public Defender services on behalf of the City of Millville; and

WHEREAS, the City Commission of the City of Millville is desirous of appointing Kavanagh & Kavanagh, LLC as Public Defender and authorizing a professional services contract with Kavanagh & Kavanagh, LLC on behalf of the City of Millville; and

WHEREAS, said services shall be provided at a rate of \$400.00 per court session in an amount not to exceed \$38,400.00; and

WHEREAS, funds are now available and have been certified by the Chief Financial Officer; and

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contract for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that Kavanagh & Kavanagh, LLC is hereby appointed as Public Defender on behalf of the City of Millville.

Moved By:
Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

WHEREAS, the City of Millville received proposals for RFP’s on December 5, 2019; and

WHEREAS, the City of Millville is in need of professional services with respect to auditing services on behalf of the City of Millville; and

WHEREAS, the City Commission of the City of Millville is desirous of appointing Bowman & Company, LLP for the provision of auditing services on behalf of the City of Millville; and

WHEREAS, said services shall be provided at a rate of \$81,800.00 per year for the audit of 12/31/2019 Financial Statement. An additional \$11,500.00 will be added for the assistance with the Annual Financial Statement, Annual Debt Statement and Budget and proposed services for assistance with the FAST Data Entry in the amount of \$3,000.00 with the contract being authorized in an amount not to exceed \$96,300.00; and

WHEREAS, funds are now available and have been certified by the Chief Financial Officer; and

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contract for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that Bowman & Company, LLP is hereby appointed as City Auditor on behalf of the City of Millville.

Moved By:

Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

RESOLUTION APPOINTING THE RITTER LAW OFFICE, L.L.C. AS COLLECTIONS COUNSEL AND LOAN/MORTGAGE ENFORCEMENT COUNSEL FOR 2020

WHEREAS, the City of Millville is in need of professional services with respect to Collections Counsel and Loan/Mortgage Enforcement Counsel services on behalf of the City of Millville; and

WHEREAS, the City Commission of the City of Millville is desirous of appointing The Ritter Law Office, L.L.C., for Collections Counsel and Loan/Mortgage Enforcement Counsel services on behalf of the City of Millville; and

WHEREAS, on collection amounts where less than \$2,000.00 is owing, contractor will receive a contingency fee equal to 40% of all net amounts recovered. On collection accounts where \$2,000.00 or more is owing, contractor will receive a contingency fee equal to 33 and 1/3% of all net amounts recovered; and

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contract for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that The Ritter Law Office, L.L.C. is hereby appointed as Collections Counsel and Loan/Mortgage Enforcement Counsel on behalf of the City of Millville.

Moved By:
Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

RESOLUTION APPOINTING FLEISHMAN DANIELS LAW OFFICES, LLC AS BOND COUNSEL FOR 2020

WHEREAS, the City of Millville received proposals for RFP's on December 5, 2019; and

WHEREAS, the City of Millville is in need of professional services with respect to bond counsel services on behalf of the City of Millville; and

WHEREAS, the City Commission of the City of Millville is desirous of appointing Fleishman Daniels Law Offices, LLC for bond counsel services and authorizing a professional service contract with Fleishman Daniels Law Offices, LLC on behalf of the City of Millville; and

WHEREAS, said services shall be provided at a fee of \$3,500.00 plus \$1.00 per thousand dollars of bonds issued with a minimum fee of \$8,500.00 for each bond sale, a fee of \$500.00 for each single purpose or multi-purpose ordinance with \$165.00 per hour for consultation services in an amount not to exceed \$10,000.00; and

WHEREAS, funds are now available and have been certified by the Chief Financial Officer; and

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contract for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that Fleishman Daniels Law Offices, LLC is hereby appointed as Bond Counsel on behalf of the City of Millville.

Moved By:

Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

WHEREAS, the City of Millville received proposals for RFP’s on December 5, 2019; and

WHEREAS, the City of Millville is in need of professional services with respect to appraiser services on behalf of the City of Millville; and

WHEREAS, the City Commission of the City of Millville is desirous of appointing J. Paul Bainbridge, MAI as City Appraiser and authorizing professional service agreements with J.P. Bainbridge & Associates, Inc. for the provision of all appraiser services on behalf of the City of Millville; and

WHEREAS, said services shall be provided at a rate of \$155.00 per hour in an amount not to exceed \$10,000.00; and

WHEREAS, funds are now available and have been certified by the Chief Financial Officer; and

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contracts for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that J. Paul Bainbridge, MAI of J.P. Bainbridge & Associates, Inc. is hereby appointed as City Appraiser on behalf of the City of Millville.

Moved By:
Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

WHEREAS, the City of Millville received proposals for RFP’s on December 5, 2019; and

WHEREAS, the City of Millville is in need of professional services with respect to City Prosecutor services on behalf of the City of Millville; and

WHEREAS, the City Commission of the City of Millville is desirous of appointing Shanna McCann, Esquire and authorizing professional service agreements with Chance and McCann for the provision of all City Prosecutor services on behalf of the City of Millville; and

WHEREAS, said services shall be provided at a rate of \$600.00 per court session in an amount not to exceed \$57,600.00 per year; and

WHEREAS, funds are now available and have been certified by the Chief Financial Officer; and

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contracts for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that Shanna McCann, Esq. of Chance and McCann is hereby appointed as City Prosecutor on behalf of the City of Millville.

Moved By:
Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

**RESOLUTION APPOINTING ALLEN ASSOCIATES AS
BROKER OF RECORD FOR EMPLOYEE BENEFIT PROGRAM
FOR 2020**

WHEREAS, the City of Millville received proposals for RFP's on December 5, 2019; and

WHEREAS, the City of Millville is in need of professional services with respect to the Employee Benefit Program services on behalf of the City of Millville; and

WHEREAS, the City Commission of the City of Millville is desirous of appointing Allen Associates for Employee Benefit Program services and authorizing a professional services contract with Allen Associates on behalf of the City of Millville; and

WHEREAS, said services shall be provided for one year at a rate of 2.5% of the Premium for Prescription, 3% of the Premium for Dental, 10% of the Premium for Vision, 10% of the Premium of Life; and

WHEREAS, funds are now available and have been certified by the Chief Financial Officer; and

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contract for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that Allen Associates is hereby appointed as Broker of Record for Employee Benefit Program on behalf of the City of Millville.

Moved By:
Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

WHEREAS, the City of Millville received proposals for RFP’s on December 5, 2019; and

WHEREAS, the City of Millville is in need of professional services with respect to Representation as Special Counsel in Bankruptcy Matter services on behalf of the City of Millville; and

WHEREAS, the City Commission of the City of Millville is desirous of appointing Law Offices of Nona L. Ostrove, LLC for the provision of Special Counsel in Bankruptcy Matters services on behalf of the City of Millville; and

WHEREAS, said services shall be provided at a cost of \$205.00 per hour with paralegal services billed at \$120.00 per hour in an amount not to exceed \$25,000.00; and

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contract for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that Law offices of Nona L. Ostrove, LLC is hereby appointed as Special Counsel in Bankruptcy Matters on behalf of the City of Millville.

Moved By:
Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

WHEREAS, the City of Millville received proposals for RFP's on December 5, 2019; and

WHEREAS, the City of Millville is in need of professional services with respect to Financial Advisor services on behalf of the City of Millville; and

WHEREAS, the City Commission of the City of Millville is desirous of appointing Phoenix Advisors, LLC for the provision of Financial Advisor services on behalf of the City of Millville; and

WHEREAS, said services shall be provided at the following rates, but in an amount not to exceed \$5,000.00:

Transactional Services:

- a) Bonds: \$9,500.00 plus \$0.50 per \$1,000.00 issued
- b) Notes: \$1,500.00 plus \$0.20 per \$1,000.00 issued

Non-transactional Services:

- a) CEO - \$175.00 per hour
- b) Senior Managing Director - \$150.00 per hour
- c) Associate/ Analyst - \$95.00 per hour; and

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contract for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that Phoenix Advisors, LLC is hereby appointed as Financial Advisor on behalf of the City of Millville.

Moved By:
Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO. -2020

WHEREAS, the City of Millville received proposals for RFP's on December 5, 2019; and

WHEREAS, the City of Millville is in need of professional services with respect to Special Counsel - Labor Counsel services on behalf of the City of Millville; and

WHEREAS, the City Commission of the City of Millville is desirous of appointing Grace Marmero & Associates, LLP for the provision of Special Counsel – Labor Counsel on behalf of the City of Millville; and

WHEREAS, said services shall be provided at a rate of \$150.00 per hour in an amount not to exceed \$100,000.00; and

WHEREAS, funds are now available and have been certified by the Chief Financial Officer; and

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contract for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that Grace Marmero & Associates, LLP is hereby appointed as Special Counsel – Labor Counsel on behalf of the City of Millville.

Moved By:
Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

WHEREAS, the City of Millville received proposals for RFP's on December 5, 2019; and

WHEREAS, the City of Millville is in need of professional services with respect to Special Counsel - Tax Appeal services on behalf of the City of Millville; and

WHEREAS, the City Commission of the City of Millville is desirous of appointing Grace Marmero & Associates, LLP for the provision of Tax Appeal services on behalf of the City of Millville; and

WHEREAS, said services shall be provided at a rate of \$120.00 per hour in an amount not to exceed \$15,000.00; and

WHEREAS, funds are now available and have been certified by the Chief Financial Officer; and

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contract for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that Grace Marmero & Associates, LLP is hereby appointed as Special Counsel – Tax Appeal on behalf of the City of Millville.

Moved By:
Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

WHEREAS, the City of Millville received proposals for RFP's on December 5, 2019; and

WHEREAS, the City of Millville is in need of professional services with respect to Special Counsel - Tax Foreclosure services on behalf of the City of Millville; and

WHEREAS, the City Commission of the City of Millville is desirous of appointing Grace Marmero & Associates, LLP for the provision of Tax Foreclosure services on behalf of the City of Millville; and

WHEREAS, said services shall be provided at a rate of \$120.00 per hour in an amount not to exceed \$15,000.00; and

WHEREAS, funds are now available and have been certified by the Chief Financial Officer; and

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contract for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that Grace Marmero & Associates, LLP is hereby appointed as Special Counsel – Tax Foreclosure on behalf of the City of Millville.

Moved By:
Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made this 2nd day of January 2020, by and between the City of Millville, a Municipal Corporation of the State of New Jersey, P. O. Box 609, Millville, New Jersey, hereinafter called municipality, and **Hardenbergh Insurance Group**, P.O. Box 8000, Marlton, New Jersey 08053, hereinafter referred to as Consultant.

ARTICLE I. PURPOSE OF AGREEMENT

The Municipality desires to retain the Consultant to act as the Municipalities Insurance Broker of Record in order to provide professional advice regarding the insurance needs and risk management of the Municipality for property and casualty insurance. Additionally, the Consultant shall provide insurance coverage for accident, bonding and flood damage coverage.

ARTICLE II. SCOPE OF SERVICES

The Consultant shall provide the following professional services in connection with this Contract:

The Consultant will be accessible to the city's administration and governing body 24 hours a day.

The Consultant will respond to all coverage questions.

The Consultant will analyze the Municipality's claims experience on an annual basis and advise of loss trends and make the appropriate recommendations to address those trends.

The Consultant will review open claims on annual basis and discuss with claims adjuster the plan of action to close those claims.

The Consultant will review the Municipality's employee, safety and security manuals. The Consultant will also review the Municipality's contracts to determine exposures and what steps may be taken to either eliminate or limit the Municipality's liability while also ensuring the Municipality is properly protected.

The Consultant will assist the Municipality in developing insurance requirements for bid specifications.

The Consultant will review all vendor's certificates of insurance to ensure compliance with the bid specification or vendor contract.

The Consultant will assist the Municipality in implementing new Risk Management Programs, to address their specific exposures, examples include but not limited to, vehicle use policy.

The Consultant will assist the Municipality in meeting criteria of any compliance program and safety incentive program offered and/or required by their joint insurance fund. Examples include but are not limited to: Employment Practices Risk Control Program, Indoor Air Quality Program and Personal Protective Equipment Program.

The Consultant will appear in front of the Municipality's governing body and review the Municipality's Safety Program as well as recommendations to enhance the safety effort.

The Consultant will attend at least 50% of the Municipality's Safety Committee Meetings as well as meet with department supervisors to discuss safety topics and departmental issues.

The Consultant will accompany insurance provider's loss control representative(s) on safety/loss control visits to the Municipality.

The Consultant will attend all meetings as requested. Ensure Municipality completes any actions required by their insurer (joint insurance fund, insurance pool). The consultant does this by reviewing meeting agendas packet, attending JIFF/POOL/Commissions meetings and serving on their various committees.

The Consultant will solicit proposals for property and casualty insurance coverage as directed by the Municipality which includes completing applications, analyzing insurer's proposals and making recommendations to the Municipality.

The Consultant will appear in front of the Municipality's governing body and review the insurance coverage and current marketplace conditions and pricing as needed.

The Consultant will ask the Municipality's personnel if there has been any of the following (continual basis):

- New contracts or leases
- Changes in location or facilities
- Newly acquired or newly formed entities
- Formation of joint ventures
- Changes in automobiles
- New services provided to the public
- Acquisition or disposal of real or personal property
- Vacancy of any insured buildings
- Knowledge of any incident that may result in a claim

The Consultant will then guide the Municipality accordingly and provide prompt, professional services.

Claims reported to the Consultant will be:

Reviewed to ensure all pertinent information is included prior to reporting the claim to the applicable insurer(s).

Reported simultaneously to all insurers which may afford coverage.

All current policies for the insured are reviewed to determine if coverage for the claim may be afforded.

Monitored to ensure an adjuster has been assigned to the claim and has made initial contact with the Municipality's representative within 72 hours of reporting the claim.

In addition, the Consultant will:

Monitor the TPA(s)/Insurance Carrier(s) Subrogation and Recovery efforts to ensure all opportunities are aggressively pursued.

Provide the Municipality with an emergency claims reporting contact list as well as other pertinent information.

The Consultant will obtain status reports on open claims as well as provide a loss analysis/cost projection as requested.

Individual involvement on claims varies upon request and/or need.

ARTICLE III. MUNICIPAL RESPONSIBILITY

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

ARTICLE IV. COMPENSATION AND METHOD OF PAYMENT

The Consultant shall be paid a flat fee in the amount of \$39,000.00.

If employees of the Municipality request services from the Consultant which exceed the Scope of Services contained in this Contract, the Consultant shall not perform the services requested until an amendment to the Contract has been approved by Resolution of the Board of Commissioners.

ARTICLE V. AFFIRMATIVE ACTION

Attachment A containing the Affirmative Action requirements is incorporated herein.

ARTICLE VI. AMERICANS WITH DISABILITIES ACT

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

ARTICLE VII. FAIR AND OPEN CONTRACT

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

ARTICLE VIII. GENERAL PROVISIONS

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

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

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

4. **RECORDS AND PAPERS.** All papers, documents, memoranda, plans, specifications, reports and all material relating to the administration of the Municipality shall be and remain the property of the Municipality. The professional, upon termination or expiration of this contract, if requested, shall surrender to the City Clerk or their successor all such property together with written consent to use all such materials in the best interest of the Municipality.

5. **PUBLIC OFFICIAL** – It is recognized that professionals while operating under this contract will be performing a variety of services on behalf of and in the sole interest of the Municipality. It is hereby understood that professionals acting as quasi-public officials may enjoy certain rights, privileges, protections and immunities under the New Jersey Tort Claims Act (N.J.S.A. 59:1-1, et seq.).

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

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

8. **DURATION OF CONTRACT.** The duration of this Contract shall be for the period of one year beginning January 1, 2020 and ending December 31, 2020.

9. **INDEMNIFICATION.**

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

10. **INSURANCE**

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

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

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

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

13. **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

ATTEST:

BY: _____
Michael Santiago, Mayor

Jeanne M. Hitchner, City Clerk

HARDENBERGH INSURANCE AGENCY

BY: _____
Christopher J. Powell

ATTEST:

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, 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 provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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. To the extent such insurance is required by Title 34, statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

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

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

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

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

RESOLUTION NO. -2020

WHEREAS, the City of Millville received proposals for RFP's on December 5, 2019; and

WHEREAS, the City of Millville is in need of professional services with respect to Engineering for Special Projects services on behalf of the City of Millville; and

WHEREAS, the City Commission of the City of Millville is desirous of appointing an Engineer for Special Projects and authorizing professional service agreements with the engineering firm of Pennoni for the provision of Engineering Services for Special Projects on behalf of the City of Millville; and

WHEREAS, said services shall be provided in an amount not to exceed \$50,000.00; and

WHEREAS, funds are now available and have been certified by the Chief Financial Officer; and

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contracts for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that the engineering firm of Pennoni is hereby appointed as Engineer for Special Projects on behalf of the City of Millville.

Moved By:
Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO. -2020

WHEREAS, the City of Millville received proposals for RFP's on December 5, 2019; and

WHEREAS, the City of Millville is in need of professional services with respect to Special Counsel for Affordable Housing Matters and Counsel on Affordable Housing ("COAH") related litigation.

WHEREAS, the City Commission of the City of Millville is desirous of appointing Grace Marmero & Associates, LLP for the provision of Special Counsel for Affordable Housing Matters and Counsel on Affordable Housing ("COAH") related litigation.

WHEREAS, said services shall be provided at a rate of \$150.00 per hour in an amount not to exceed \$10,000.00; and

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

WHEREAS, said contract is being awarded in compliance with the fair and open process for the duration of one year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contract for professional services, and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Millville that Grace Marmero & Associates, LLP is hereby appointed as Special Counsel for Affordable Housing Matters and Counsel on Affordable Housing ("COAH") related litigation.

Moved By:
Seconded By:

| <u>VOTING</u> | <u>In Favor</u> | <u>Against</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-----------------|----------------|----------------|---------------|
| Michael Santiago | | | | |
| W. James Parent | | | | |
| Ashleigh Udalovas | | | | |
| Joseph Pepitone | | | | |
| Bruce Cooper | | | | |

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 January 2, 2020.

Jeanne M. Hitchner, City Clerk

RESOLUTION NO.

WHEREAS, the Board of Commissioners of the City of Millville is subject to certain requirements of the Open Public Meetings Act, NJSA 10:4-6, et seq.; and

WHEREAS, the Open Public Meetings Act Chapter 231 of the Public Laws of 1975, provides that an Executive Session, not open to the public may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Board of Commissioners of the City of Millville to discuss in a session not open to the public certain matters relating to the item or items authorized by NJSA 10:4-12 and designated below:

**2. Millville Plastics Redevelopment Project:
Contract Negotiations/Attorney/Client Privilege and
Deliberative Process**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE, that an Executive Session closed to the public is to be held on Thursday, January 2, 2020, immediately following the 5:30 p.m. Reorganization Meeting in the 4th floor Conference Room, City of Millville Municipal Building, 12 S. High Street, for the discussion of matters authorized pursuant to N.J.S.A. 10:4-12.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Board of Commissioners that the public interest will no longer be served by such confidentiality.

Moved By:
Seconded By:

VOTING
Michael Santiago
W. James Parent
Ashleigh Udalovas
Joseph Pepitone
Bruce Cooper

| <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 January 2, 2020.

Jeanne M. Hitchner, City Clerk