

**TOWNSHIP OF MULLICA
COMMITTEE AGENDA
NOVEMBER 24, 2020
7:00 P.M.
AMENDED**

CALL TO ORDER

SUNSHINE LAW

FLAG SALUTE

ROLL CALL

APPROVAL OF MINUTES: 10 / 27 / 2020

PUBLIC DISCUSSION RELATING TO AGENDA ITEMS

HEARING: Ordinance #8-2020 / Amending Chapter 177 / Property Maintenance / Creating Article IV, Unfit Buildings & Structures

FIRST READING: Ordinance #9-2020 / Amending Chapter 206 Taxation / To Implement a Five Year Tax Exemption & Abatement Law

COMMITTEE REPORTS

CORRESPONDENCE

OLD BUSINESS:

- A. Resolution #202-2020 / Confirm Sale of Municipal Property / Block 9502, Lot 10
- B. Resolution #203-2020 / Confirm Sale of Municipal Property / Block 11003, Lots 5 & 8
- C. Resolution #204-2020 / Confirm Sale of Municipal Property / Block 4157, Lots 1,2 & 3
- D. Resolution #205-2020 / Confirm Sale of Municipal Property / Block 8501, Lot 1.01
- E. Resolution #206-2020 / Approve Lease Agreement Recreation Concession Stand

NEW BUSINESS:

- A. Resolution #207-2020 / Eliminate Technical Assistant Position
- B. Resolution #208-2020 / Supporting Exploration of One or More Shared Services Pursuant to the Common Sense Shared Services Program Act
- C. Resolution #209-2020 / Approve Liquor License Renewal In-Pocket / Forks Inn Inc.
- D. Resolution #210-2020 / Approve Liquor License Renewal Inactive / Billy's Oak Grove Inn Inc.
- E. Resolution #211-2020 / Approve Liquor License Renewal In-Pocket / WF WC Inc.
- F. Resolution #212-2020 / Authorize Sale of Municipal Property / Block 11118, Lots 2 & 3
- G. Resolution #213-2020 / Authorize Sale of Municipal Property / Block 4196, Lots 2 & 4
- H. Resolution #214-2020 / Authorize Sale of Municipal Property / Block 9602, Lot 8

- I. Resolution #215-2020 / Approve Elwood Vol. Fire Department Membership / Ryan P. Lopez
- J. Resolution #216-2020 / Approve Sweetwater Vol. Fire Department Membership /
Justin Meehan
- K. Resolution #217-2020 / Award Fuel Cooperative Bid
- L. Resolution #218-2020 / Award Purchase of Gear Washer & Dryer for Public Safety
- M. Resolution #219-2020 / Chapter 159 LGEF Grant
- N. Resolution #220-2020 / Award Cooperative Rock Salt Bid
- O. Resolution #221-2020 / Safe & Secure Communities Grant
- P. Resolution #222-2020 / Budget Transfers
- Q. Resolution #223-2020 / Approve MOU with ACIA – New Municipal Complex

- R. Resolution #224-2020 / Request Site/Transfer of Property from State of NJ to Mullica Township –
Block 3405, Lot 8
- S. Resolution #225-2020 / Approve PBA MOU / Carricarte Grievance
- T. Resolution #226-2020 / Chapter 159 / Driver Sober
- U. Approve RFP / Vehicle Maintenance

PAYMENT OF BILLS

PUBLIC DISCUSSION

ADJOURN

MEETING INFORMATION:

Topic: Committee Meeting

Time: Nov 24, 2020 07:00 PM Eastern Time (US and Canada)

Meeting ID: 657 945 7427

Passcode: 0117

One tap mobile

+13126266799,,6579457427# US (Chicago)

+16465588656,,6579457427# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

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Meeting ID: 657 945 7427

Find your local number: <https://zoom.us/j/6579457427>

REGULAR MEETING OCTOBER 27, 2020

**REGULAR MEETING
OCTOBER 27, 2020
7:00 P.M.**

Mayor Silva called the meeting to order at 7:00 p.m. read the following statement.

IN COMPLIANCE WITH CHAPTER 231 PUBLIC LAWS OF 1975 ANNUAL NOTICE OF THIS MEETING WAS GIVEN BY NOTICE PUBLISHED IN THE ATLANTIC CITY PRESS AND THE HAMMONTON GAZETTE, ON JANUARY 8, 2020 AND POSTED AT TOWN HALL, FURTHER NOTICE OF AN ELECTRONIC MEETING WAS GIVEN BY NOTICE PUBLISHED IN THE ATLANTIC CITY PRESS AND THE HAMMONTON GAZETTE ON AUGUST 19, 2020, POSTED ON THE TOWNSHIP WEBSITE AND POSTED TOWN HALL, TO BE IN COMPLIANCE WITH LOCAL FINANCE NOTICE 2020-21 NOTICE WAS GIVEN BY PUBLICATION IN THE ATLANTIC CITY PRESS AND THE HAMMONTON GAZETTE ON OCTOBER 21, 2020, POSTED ON THE TOWNSHIP WEBSITE AND POSTED AT TOWN HALL

Roll Call:

Committee Present: Bruce Crowe, Kristi Hanselmann, Larry Riffle, Chris Silva

Committee Absent: Jim Brown

Municipal Clerk: Kimberly Johnson

Solicitor: James Franklin

Approval of Minutes: Mayor Silva requested the following addition to the minutes of October 27th, Department of Public Works- *Mayor Silva made it clear regardless of what one Committee member thinks, once an action of the Committee is made, only the Committee can un-due that vote.* Department of Administration – *Mayor stated the invoices are confidential attorney/client privilege regarding labor matters, and the employee stated it would be reviewed to see if the Committee person was being truthful, which is not acceptable.* So moved by Ms. Hanselmann seconded by Mr. Crowe. RCV: All voted yes. Mayor Silva entertained a motion to approve the minutes of the Special October 7th meeting; so moved by Mr. Crowe seconded by Mr. Riffle. RCV: Yeas: Mr. Crowe, Ms. Hanselmann under the Doctrine of Necessity, Mr. Riffle. Abstain: Mr. Riffle.

Mayor read the rules for electronic meetings: Township electronic meetings shall follow all standard operating protocols and regulations used in regular meetings and all meetings shall be recorded. The meeting shall be for a maximum period of two hours, with the right reserved to the Chair to limit the meeting time to a shorter length, in which event the end time of the meeting maybe shorter than the ending time announced at the start of the meeting. The Chair shall host the meeting, the controls shall allow for the meeting and/or disconnecting of any participant who engages in profane or other disruptive behavior. At the beginning of any public comment portion the Chair will announce the following: there are two portions of public comment, the first is only for Township residents or Township property owners. When there are no more residents or owners with comments, then the second portion will be opened for general public comments, dial *9 to speak. All members of the public attending electronic meetings shall not be permitted to comment more than two times, not to exceed two minutes each time, on any one subject to an issue that's before the Council, unless given special permission for extra time by majority vote of the Council members, and shall comment only during that portion of the meeting as established by Rule. Any person wishing to comment shall state their name and address at the beginning of their comment. The Chair shall have discretion to close those public portions after determining that appropriate time for such comments.

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Public Discussion Relating to Agenda Items: No comment.

First Reading: Ordinance #8-2020 / Amending Chapter 177, Property Maintenance / Creating Article IV, Unfit Buildings & Structures: Ms. Hanselmann stated this is for properties that have been abandoned, noting it is very concise and is very fair to the residents and homeowners. Mayor entertained a motion to read by title; so moved by Mr. Crowe seconded by Mr. Riffle. RCV: All voted yes.

An Ordinance of the Township of Mullica, County of Atlantic, State of New Jersey, Amending and Supplementing Municipal Code Chapter 177 to Add Article IV Unfit Building and Structures, and Repealing all Ordinances Heretofore Adopted the Provisions of Which Are Inconsistent Herewith.

Mayor Silva entertained a motion to approve and set hearing date for November 27, 7pm; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: All voted yes.

Committee Reports:

Department of Administration: Ms. Hanselmann reported the following: The September treasurer's report was emailed to members of Committee and will be included in the minutes of tonight's meeting. BAN Sale: 3 proposals for the purchase of the \$874,000 Bond Anticipation Notes were received by the Township on October 14, 2020, successful bidder was the MEL JCFI at a net interest rate of 0.95%. The other bidders were: Oppenheimer & Co with a net interest rate of .9933%; Township of East Brunswick with a net interest rate of 1.8740%, closing is scheduled for October 28th. Community Shredding Event for Egg Harbor City and Mullica residents on, Friday, November 6, 2020 from 9 am – 12 pm. Intersection of White Horse Pike & New York Avenue (Old Crossfire Restaurant Parking Lot). No businesses are permitted. Residents should bring only confidential/sensitive materials, magazines and non-confidential papers should be recycled curbside. Best Practices was filed and the Township scored a 22.5, and lost 2 points for 2 Core Competency questions: 1. The Township pays 2 exempt employees overtime on certain occasions (the Chief if he works on a holiday or during vacation, and the Clerk who is paid overtime for elections). 2. All professional services contracts do not include a "not to exceed" amount. No state aid will be withheld.

Department of Public Safety: Mr. Crowe reported the following: For the month of October the Police Department has responded to 1,550 call for service, which include, 16 motor vehicle accidents, 6 drug arrests, 259 motor vehicle summons, 29 criminal arrests and 2 criminal sexual contact arrests. Trick or Treating, Saturday, October 31st, 6pm – 8pm, urging everyone to follow social distancing guidelines.

Department of Administration: Mayor stated he recently attended a funeral for Mr. Franklin Brown, former Nesco Volunteer Firefighter and reminded everyone that being a volunteer firefighter is very noble, and the companies are always looking for help. Mayor stated the Township should explore an Ordinance to regulate Trick or Treating. Mr. Crowe expressed his concern with being too restricted.

Correspondence:

Resolution from Port Republic supporting Atlantic County Police Departments and the New Jersey State Police

Resolution from Beach Haven and Buena Vista supporting high speed internet accessibility

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Old Business:

Resolution #186-2020 / Amending PBA Local 77 / MOU: Mayor Silva entertained a motion to approve; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: Mr. Crowe, Ms. Hanselmann, Mr. Riffle. Abstain: Mayor Silva.

New Business:

Resolution #187-2020 / Thank you for your Service / Travis Hoffman: Mayor Silva entertained a motion to approve; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: All voted yes.

Resolution #188-2020 / Appoint Officer John P. Longstreet: Mayor stated Officer Longstreet is currently a Class II Officer. Mr. Crowe added this program is doing well. Mayor Silva entertained a motion to appoint; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: All voted yes.

Resolution #189-2020 / Tax Sale Certificates Assignment – 19-00008 - DSHC Enterprises, LLC: Mayor Silva entertained a motion to assign; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: All voted yes.

Resolution #190-2020 / Tax Sale Certificates Assignment – 20-00006 - DSHC Enterprises, LLC: Mayor Silva entertained a motion to assign; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: All voted yes.

Resolution #191-2020 / Tax Sale Certificates Assignment – 18-00043 – Adams: Mayor Silva entertained a motion to assign; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: All voted yes.

Resolution #192-2020 / Renew Towing License / Gary's Used Cars: Mayor Silva entertained a motion to renew; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: All voted yes.

Resolution #193-2020 / Renew Towing License / Forman Towing, LLC: Mayor Silva entertained a motion to renew; so moved by Mr. Crowe seconded by Mr. Riffle. RCV: Yeas: All voted yes.

Resolution #194-2020 / Authorize Sale of Municipal Property / Block 11003, Lots 5 & 8: Mayor asked Ms. Hanselmann for description of properties. Ms. Hanselmann stated this is for vacant undersized lots, the requestor is not an adjacent owner, but his grandfather is and he hunts the property. Mayor expressed his concern with utilizing the land as density transfer. Mayor entertained a motion to authorize; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: All voted yes.

Resolution #195-2020 / Authorize Sale of Municipal Property / Block 4157, Lots 1, 2 & 3: Ms. Hanselmann explained there is a paper street between the parcel and the requestor's parcel, however the requestor owns the parcels all around. Mayor entertained a motion to authorize; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: All voted yes.

Resolution #196-2020 / Authorize Sale of Municipal Property / Block 8501, Lot 1.01: Mr. Crowe stated there are many restrictions already on parcels due to zoning and that the municipality is not a realtor. Mayor expressed his concern with the municipality not receiving our fair share. Mayor Silva and Committeeman Crowe discussed the process and the values of the property. Mr. Franklin stated the assessed values are within the purview of the revaluation and the Tax Assessor, he stated undersized lots can be sold by right of first refusal, and he agreed the municipality has the right to acquire land for public purpose and agreed the municipality is not in the real estate

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business. Committeeman Crowe stated undersized lots are first offered to contiguous property owners. Ms. Johnson stated the requestor is not, however, he does own parcels within the same block, and added it is located on 5th Avenue off of Indian Cabin Road. Mayor asked the reason for the request. Ms. Hanselmann stated it was not marked, and suggested amending the form for the requestor to put the reason in their own words. Mayor Silva suggested tabling the sale of this property. Ms. Hanselmann stated she will work with the Clerk's Office to indicate the outstanding land sale request. Ms. Hanselmann stated this parcel was reviewed by herself and Committeeman Crowe in depth. Mayor Silva withdrew his request to table. Ms. Hanselmann moved to authorize the sale seconded by Mr. Crowe. RCV: Yeas: Mr. Crowe, Ms. Hanselmann, Mayor Silva. Nays: Mr. Riffle.

Resolution #197-2020 / Renew 2020 -2021 Liquor License / Tomsammandy LLC: Mayor Silva entertained a motion to renew; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: All voted yes.

Resolution #198-2020 / Local Government Emergency Fund Grant: Mayor entertained a motion to apply; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: All voted yes. Mayor stated this is a reimbursable grant due to COVID expenditures. Ms. Hanselmann stated the CFO worked diligently on this, as there was much time to gather all the information.

Resolution #199-2020 / Cancel Reserve Balance / Revaluation: Mayor Silva entertained a motion to renew; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: All voted yes.

Resolution #200-2020 / Appoint Hearing Officer / Steven Seacare: Mayor Silva entertained a motion to appoint until December 31, so moved by Mr. Crowe seconded by Mr. Riffle. RCV: Yeas: Mr. Crowe, Mr. Riffle, Mayor Silva. Abstain: Ms. Hanselmann.

Resolution #201-2020 / Declaring Entire Township Area in Need of Rehabilitation: Ms. Hanselmann requested this be tabled. Mr. Franklin stated the Ordinance was to be tabled, not the Resolution. Ms. Hanselmann withdrew her request. Mr. Crowe moved to adopt seconded by Ms. Hanselmann. RCV: Yeas: All voted yes.

Notice of Filing Best Practices Inventory 2020: Mayor indicated this was discussed during Committee Reports.

Discuss Proposed Ordinance / Area in Need of Rehabilitation / Entire Municipality: Ms. Hanselmann requested this be tabled for further review. Mayor noted this will be tweaked to meet all needs and our promise to not change Mullica. Mr. Franklin stated the sub-committee needs to review and then submit as a draft. Mayor motion to tabled seconded by Mr. Crowe. RCV: Yeas: All voted yes.

Discuss Lease Agreement / Mullica Township Recreation Concession Stand: Ms. Hanselmann recused herself from this portion. Mr. Riffle stated he was satisfied with this and asked Committee to consider adoption. Mr. Franklin explained the Recreation Association will be constructing the stand and leasing the property, and all areas of concerns have been addressed.

Payment of Bills: Mayor Silva entertained motion to approve Bill Lists 1&2; so moved by Mr. Crowe seconded by Ms. Hanselmann. RCV: Yeas: Mr. Crowe, Ms. Hanselmann, abstain on DiMeglio Septic, Mr. Riffle, Mayor Silva, abstain on Township of Galloway.

Public Discussion: None.

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Mayor Silva entertained a motion to adjourn, so moved by Ms. Hanselmann seconded by Mr. Crowe. RCV:
Yeas: All voted yes.

Respectfully submitted,

Kimberly Johnson,
Municipal Clerk

**TOWNSHIP OF MULLICA
ORDINANCE NO. 8-2020**

AN ORDINANCE OF THE TOWNSHIP OF MULLICA, COUNTY OF ATLANTIC, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING MUNICIPAL CODE CHAPTER 177 TO ADD ARTICLE IV UNFIT BUILDINGS AND STRUCTURES, AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

STATEMENT OF INTENT AND PURPOSE

WHEREAS, pursuant to N.J.S.A. 40:48-2, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this state or of the United States, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, under authority granted in N.J.S.A. 40:2-1 et seq. whenever any municipality of this State finds that there exists in such municipality any building or buildings which are unfit for human habitation or occupancy, or use, due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, lack of ventilation, light or sanitation facilities, or due to other conditions rendering such building or buildings, or part thereof, unsafe or insanitary, or dangerous or detrimental to the health or safety or otherwise inimical to the welfare of the residents of said municipality, power is hereby conferred upon such municipality to exercise its police powers to repair, close or demolish, or cause or require the repairing, closing or demolition of such building or buildings, or part thereof, in the manner therein provided.

BE IT ORDAINED, by the Township Committee of the Township of Mullica, in the County of Atlantic and Sate of New Jersey as follows:

SECTION 1. There is hereby added Article to Chapter 177 Property Maintenance of the Administrative Code of the Township of Mullica an Article IV “Unfit Buildings and Structures”.

SECTION 2. CHAPTER 177, ARTICLE IV UNFIT BUILDINGS AND STRUCTURES

177-29

The Mullica Township Construction Official is hereby designated as the public officer to exercise the powers prescribed by this article of Chapter 177.

177-30 Conditions for determining unfit building or structure. For the purposes of this article of Chapter 177, the public officer may determine that a building or structure is unfit for human habitation or occupancy or use if he finds that conditions exist in such building which are or may become dangerous or injurious to the health or safety of the occupants of such building, the

occupants of neighboring buildings or other residents of the Township of Mullica . Such conditions may include the following, without limiting the generality of the foregoing:

A.

Defects therein increasing the hazards of fire, accident, or other calamities.

B.

Lack of adequate ventilation, light or sanitary facilities.

C.

Dilapidation, disrepair, structural defects or uncleanliness.

D.

Conditions otherwise deemed by the public official to be inimical to the welfare of the residents of the Township of Mullica.

177-31 Notice of complaint; hearing procedure.

Whenever a petition is filed with the public officer by a public authority or by at least five residents of the municipality charging that any building is unfit for human habitation or occupancy or use or whenever it appears to the public officer (on his own motion) that any building is unfit for human habitation or occupancy or use, the public officer shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and parties in interest in such building a complaint stating the charges in that respect and containing a notice that:

A.

A hearing will be held before the public officer (or his designated agent) at a place therein fixed not less than seven calendar days nor more than 30 calendar days after the serving of said complaint.

B.

The owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and

C.

The rules of evidence prevailing in the courts shall not be controlling in hearings before the public officer.

177-32 Issuance of order; compliance required.

A.

Issuance of order. If, after such notice and hearing, the public officer determines that the building under consideration is unfit for human habitation or occupancy or use, he shall state in writing his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof and parties in interest an order:

(1)

Requiring the repair, alteration or improvement of the said building to be made by the owner, within a reasonable time, which time shall be set forth in the order or at the option of the owner to vacate or have the said building vacated and closed within the time set forth in the order; and

(2)

If the building is in such a condition as to make it dangerous to the health and safety of persons on or near the premises, and the owner fails to repair, alter or improve the said building within the time specified in the order, then the owner shall be required to remove or demolish the said building within a reasonable time as specified in the order of removal.

B.

Posting of notice on building or structure. If the owner fails to comply with an order to repair, alter or improve or, at the option of the owner, to vacate and close the building, the public officer may cause to be posted on the main entrance of any building so closed a placard with the following words: "This building is unfit for human habitation or occupancy or use; the use or occupation of this building is prohibited and unlawful."

C.

Authority to demolish building or structure in the event of noncompliance. If the owner fails to comply with an order to remove or demolish the building, the public officer may cause such building to be removed or demolished or make contract for the removal or demolition thereof after advertisement for and receipt of bids thereof.

D.

Recovery of costs and lien on property. The total amount of the cost of filing of legal papers, expert witness' fees, search fees, advertising charges, and any other expense incurred in the course of any proceeding taken under this chapter shall be determined in favor of the municipality and such cost of such repairs, alterations or improvements, where vacating and closing, or removal or demolition, if any, or the amount of the balance thereof remaining after deduction of the sum, if any, realized from the sale of materials derived from such building or from any contract for removal or demolition thereof shall be a municipal lien against the real property upon which such costs were incurred. If the building is removed or demolished by the public officer, he shall sell the materials of such building. There shall be credited against the cost of the removal or demolition thereof, including the cost of clearing and, if necessary, leveling of the site, the proceeds of any sale of any such materials or any sum derived from any contract for the removal or demolition of the building. If there are no such credits or if the sum total of such costs exceeds the total of such credits, a detailed statement of the aforesaid costs and the amounts so due shall be filed with the Mullica

Township Tax Collector or other custodian of the records of tax liens, and a copy thereof shall be forthwith forwarded to the owner by registered mail, return receipt requested. If the total of the credits exceeds such costs, the balance remaining shall be deposited in the Superior Court by the public officer, shall be secured in such manner as may be directed by such Court and shall be dispersed according to the order or judgment of such Court. Any owner or party in interest may, within 30 days from the date of the filing of the lien certificate, proceed in a summary manner in the Superior Court to contest the reasonableness of the amount or the accuracy of the costs set forth in the municipal lien certificate.

177-33 Procedure in the event of immediate danger.

If any actual and immediate danger to life is imposed by the threatened collapse of a fire-damaged or structurally unsafe building, the public officer may, after taking such measures as may be necessary to make such building temporarily safe, seek a judgment in summary proceedings for the demolition thereof.

177-34 Nonexclusive authority.

Nothing in this article shall be construed to impair or limit in any way the power of the Township to define and declare nuisances to cause the removal or abatement by summary proceedings or otherwise, nor is anything in this chapter intended to limit the authority of the Construction Code Official under the State Uniform Construction Code Act (N.J.S.A. 52:27D-119 et seq.), the BOCA International Property Maintenance Code, or any rules or regulations adopted under either such code.

177-35 Service of complaints and orders.

A.

Complaints or orders issued by the public officer pursuant to this chapter shall be served upon the owner or owners resident in the Township of Mullica in person or by leaving the same at his or her usual place of residence with a member of his family above the age of 14 years or by sending same to the owner by registered mail, return receipt requested. The public officer or his designee shall prepare and file an affidavit of service confirming the date, time, and person upon whom served if made by personal service.

B.

In case any such owner shall not reside in the Township of Mullica, notice may be served upon him or her personally or by registered mail to his or her last known post office address or it may be served upon the occupant of the property or upon the agent of the owner in charge thereof.

C.

Service of notices may be made upon the said owner, lessor and agent, as being sufficient notice to the owner or lessor, and for the service of any such notice by posting it upon the premises in a conspicuous place where the owner or lessor has failed to register his premises with the municipal

clerk as required by the registration ordinance and designate an agent in respect to the premises, residing in the municipality or where such an agent has been designated but cannot be found at the address given in the registration.

D.

In case the whereabouts of such persons is unknown and the same cannot be ascertained by said public officer in the exercise of reasonable diligence, the public officer shall make an affidavit to that effect, then the serving of such complaint or order upon such persons may be made by publishing the same once in the newspaper printed and published in the County of Atlantic and circulated in the Township. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order, and a copy of such complaint or order shall be duly recorded or lodged for record with the county recording officer of Atlantic County.

E.

Notice to infant owners or owners of unsound mind shall be served upon their guardians. Where lands are held in trusts, service shall be made upon the trustee. Where lands are held by two or more joint tenants, tenants in common or tenants by the entirety, service upon one of such owners shall be sufficient and shall be deemed taken as notice to all.

177-36 Actions for injunctive relief.

Any person aggrieved by an order issued by the public officer under this article may, within 30 calendar days after the posting and service of such order, bring an action for injunctive relief to restrain the public officer from carrying out the provisions of the order and for any other appropriate relief. The court may proceed in the action in a summary manner or otherwise. The remedy herein provided shall be exclusive, and no person affected by the order of the public officer shall be entitled to recover any damages for action taken pursuant thereto or because of noncompliance by any person with any order of the public officer.

177-37 Powers of Public Officer.

The public officer is hereby authorized and empowered to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including the following, in addition to others herein granted:

A.

To investigate the conditions of buildings in the Township of Mullica in order to determine which buildings therein are unfit for human habitation.

B.

To administer oaths and affirmations, examine witnesses and receive evidence.

C.

To enter upon premises for the purpose of making examination, provided that such entry shall be made in such manner as to cause as minimal inconvenience as is practicable under the circumstances to the persons in possession.

D.

To appoint and fix the duties of such officers, agents and employees that he deems necessary to carry out the purposes of this article.

E.

To delegate any of his functions and powers under this article to such officer and agents as he may designate.

177-38 Effect on powers and existing legislation.

Nothing in this article shall be construed to abrogate or impair the power of the Township or of any officer or department to enforce any provisions of other chapter or chapters its ordinances, code or regulations, nor to prevent or punish violations thereof, and powers conferred by this article in this chapter shall be in addition and supplemental to the powers conferred upon the Township by any other law or ordinance.

177-39 Removal costs obligation of owner.

In the event that any building or structure is removed or demolished pursuant to this article of this chapter because it is found to be dangerous to human life or the public welfare or because it constitutes a fire hazard, the Township Committee, in addition to assessing the cost of such removal or demolition as a municipal lien against the premises, may force the payment of such assessment, together with interest, as a debt of the owner of the premises and may also institute an action at law for the collection thereof.

177-40 **Inspection of buildings; inapplicability of exemption.**

No exemption from inspection pursuant to the provisions of Section 3 of P.L. 1967, c. 76 (N.J.S.A. 55:13A-3) shall prevent any municipality from adopting an ordinance to provide for the inspection of buildings to assure the health, safety and public welfare of the municipality and its residents. Under that authority the provisions of this article shall apply to hotels and multiple dwelling structures within the Township of Mullica.

177-41 Appointment of custodian.

Under the authority granted pursuant to N.J.S.A. 40:48-2.12g, upon receipt of a written recommendation from the Construction Official of the Township of Mullica to the Township Clerk regarding any building determined by the Construction Official to meet the criteria of this article, the governing body may by resolution setting forth the reasons and supporting facts, appoint a custodian of any such building or structure on behalf of the municipality, who may be either an

officer of the municipality or any other person specially designated to enter into and take charge of the premises and supervise abatement of the nuisance, the correction of the defective condition, or the maintenance of the premises in a proper condition so as to conform to the requirements of municipal ordinances and state laws applicable thereto. In any such case, the compensation of the custodian shall be based upon the hourly rate, including overheads, set forth in the then current salary ordinance of the Township of Mullica or shall be based upon the receipt of the lowest responsible proposal if the custodian is not an officer of the Township; and the costs and expenses shall be collectible as provided in this article.

Section 3: Repealer Clause. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistencies.

Section 4: Savings Clause. All other provisions of any other Chapter of the Mullica Township Administrative Code, any provision in the Township of Mullica Policies and Procedures Manual and in the Township of Mullica Employee Handbook which are not affected by this Amendment shall remain in full force and effect.

Section 5: Severability. If any portion of this Article is adjudged unconstitutional or invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this article, but shall be confined in its effect to the provision directly involved in the controversy in which such judgment shall have been rendered.

Section 6: Effective Date. Upon final passage and publication in accordance with New Jersey law this Ordinance shall take effect on January 1, 2021.

Introduction: _October 27, 2020

Adopted: November 24, 2020

CHRISTOPHER SILVA,
MAYOR

ORDINANCE NO. 9-2020
AN ORDINANCE AMENDING CHAPTER 206, TAXATION, PROVIDING
FORTHE IMPLEMENTATION IN THE TOWNSHIP OF MULLICA OF THE
“FIVE YEAR TAX EXEMPTION AND ABATEMENT LAW”
PURSUANT TO N.J.S.A. 40A: 21-1, ET SEQ.

WHEREAS, pursuant to N.J.S.A. 40A:21-1, et seq. (the “Five Year Tax Exemption and Abatement Law” or the “Act”), a municipality having within its corporate limits areas in need of rehabilitation may, by ordinance, provide for the exemption and/or abatement of real property taxes, to encourage and provide incentives for the construction and rehabilitation of residential and multifamily dwellings, mixed use structures and industrial and commercial structures; and

WHEREAS, by Resolution 201 of 2020 adopted on November 20, 2020, the Township Committee of the Township of Mullica designated the entire Township of Mullica as an Area in Need of Rehabilitation (hereinafter “ANR”) as that term is defined in N.J.S.A. 40A21-1, et seq.; and

WHEREAS, The Mayor and Township Committee believe the enactment of an ordinance authorizing certain short term tax exemptions will promote redevelopment opportunities which will inure to the long-term benefit of the Township of Mullica, while affording taxpayers with short-term benefits as authorized pursuant to the Act; and

WHEREAS the governing body of the Township of Mullica desires to provide opportunity for real estate property tax incentives for:

a) Improvements to single family residential dwellings;

and

b) establishing the terms and conditions under which said tax incentives shall be granted;

and

WHEREAS N.J.S.A. 40A:21-1, et seq. provides for the exemption of assessments on improvements for five years following completion of a project of improvement as defined in the statute; and

WHEREAS the governing body intends by this Ordinance to establish the terms and conditions under which said short term tax exemptions shall be granted

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Mullica as follows:

SECTION 1. There is hereby added to Chapter 206: TAXATION of the Municipal Code of the Township of Mullica an Article IV “Five Year Tax Exemption”.

Statement of Intent and Purpose.

A. The intention of this Article is to effectuate and accomplish the purposes authorized by N.J.S.A. 40A:21-1 et seq., which permits municipalities to adopt an ordinance setting forth the eligibility or non-eligibility to grant for periods of five (5) years exemptions from taxation within the Township – wide area in need of rehabilitation.

B. The intended purpose of this Article is to:

- i) Promote the improvement, and / or rehabilitation single-family residential dwellings within the Township of Mullica.
- ii) Improve property values.
- iii) Foster civic beauty.
- iv) Protect and enhance the Township's attractions to residents, tourists, and visitors and to serve as a support and stimulus to business.
- v) Assist and encourage residential property owners and prospective purchasers in to achieve the goals established by the Township Committee and Township Planning Board through adoption of the Township’s Master Plan.

2. Authority.

A. The Township Committee of the Township of Mullica (the “Township Committee”) hereby determines to utilize the authority granted under Article VIII, Section I, paragraph 6 of the New Jersey Constitution to establish the eligibility of residential dwellings for exemptions permitted by P.L. 1991, c. 441 (See N.J.S.A. 40A:21-1 et seq.), throughout areas designated, or to be designated, as in need of redevelopment.

B. The Township Committee hereby authorizes and establishes a policy whereby it shall accept, review and consider an application, submitted in accordance herewith, for tax exemptions pursuant to applicable law for improvements within the area designated as an area in need of rehabilitation by the Township Committee.

3. Time of taking effect.

This Chapter authorizes the Township of Mullica to grant exemptions to commence and take effect in the 2021 tax year and thereafter.

4. Definitions.

A. The definitions contained in N.J.S.A. 40A:21-3 are incorporated herein by reference as if set forth at length. As used in this Chapter, words shall have the meanings as so defined unless a different meaning is expressed.

B. Mixed Use Structure: A structure with two or more different uses such as, but not limited to, residential, commercial, or industrial. It is the intent of this Ordinance that no tax exemption shall be granted for Mixed Use Structure improvements.

C. Completion means substantially ready for the intended use for which a building or structure is constructed, improved, or converted.

D. Condominium: Condominium means a property created or recorded as a condominium pursuant to the "Condominium Act," P.L.1969, c.257 (C.46:8B-1 et seq.). It is the intent of this Article that no tax exemption shall be granted for Condominium structure improvements.

E. Construction: Construction means the provision of a new dwelling, multiple dwelling or commercial or industrial structure, or the enlargement of the volume of an existing multiple dwelling or commercial or industrial structure by more than 30%, but shall not mean the conversion of an existing building or structure to another use. It is the intent of this Article that no tax abatement or tax exemption shall be granted for new Construction projects, whether a single family or multi-family residential, mixed use structures, condominiums, cooperatives, commercial, or industrial project.

F. Cooperative: Cooperative means a housing corporation or association, wherein the holder of a share or membership interest thereof is entitled to possess and occupy for dwelling purposes a house, apartment, or other unit of housing owned by the corporation or association, or to purchase a unit of housing owned by the corporation or association. It is the intent of this Article that no tax exemption shall be granted for Cooperative structure projects.

G. Dwelling: Dwelling means a building or part of a building used, to be used or held for use as a home or residence, including accessory buildings located on the same premises, together with the land upon which such building or buildings are erected and which may be necessary for the fair enjoyment thereof, but shall not mean any building or part of a building, defined as a "multiple dwelling" pursuant to the "Hotel and Multiple Dwelling Law," P.L.1967, c.76 (C.55:13A-1 et seq.). A dwelling shall not include, as they are separately conveyed to individual owners, individual residences within a cooperative, if purchased separately by the occupants thereof, and individual residences within a horizontal property regime or a condominium, and shall not include "general common elements" or "common elements" of such horizontal property regime or condominium as defined pursuant to the "Horizontal Property Act," P.L.1963, c.168 (C.46:8A-1 et seq.), or the "Condominium Act," P.L.1969, c.257 (C.46:8B-1 et seq.), or of a cooperative, if the residential units are owned separately. It is the intent of this Ordinance that only single-family residential dwellings are eligible for the short-term tax exemption.

H. Exemption: Exemption means that portion of the assessor's full and true value of any improvement, conversion alteration, not regarded as increasing the taxable value of a property pursuant to this Chapter.

I. Horizontal Property Regime: Horizontal property regime means a property submitted to a horizontal property regime pursuant to the "Horizontal Property Act," P.L.1963, c.168 (C.46:8A-1 et seq.). It is the intent of this Article that no tax exemption shall be granted for Horizontal Property Regime structure projects.

J. Improvement: Improvement means a modernization, rehabilitation, renovation, alteration or repair of a single family residential dwelling which produces a physical change in an existing building or structure that improves the safety, sanitation, decency or attractiveness of the building or structure as a place for human habitation and which does not change its permitted use.

In no case shall it include the repair of fire or other damage to a property for which payment of a claim was received by any person from an insurance company at any time during the three year period immediately preceding the filing of an application pursuant to this Chapter.

K. Multiple Dwelling: Multiple dwelling means a building or structure meeting the definition of "multiple dwelling" set forth in the "Hotel and Multiple Dwelling Law," P.L.1967, c.76 (C.55:13A-1 et seq.), and means for the purpose of improvement or construction the "general common elements" and "common elements" of a condominium, a cooperative, or a horizontal property regime. It is the intent of this Article that no tax exemption shall be granted for Multiple Dwelling structure projects.

L. Project: Project means the improvement of a single- family residential structure in an area in need of rehabilitation that would qualify for an exemption, pursuant to P.L.1991, c.441 (C.40A:21-1 et seq.).

M. Annual Period: Annual period means a duration of time comprising 365 days, or 366 days when the included month of February has 29 days, that commences on the date that an exemption for a project becomes effective pursuant to section 16 of P.L.1991, c.441 (C.40A:21-16).

N. Abatement: Abatement means that portion of the assessed value of a single-family residential property as it existed prior to improvement which is exempted from taxation pursuant to this Article.

No application for abatement will be accepted or granted under the terms of this Article

5. Tax Exemptions

Improvements to Residential Dwellings

i) There shall be an exemption from taxation of improvements to single - family residential dwellings, more than 20 years old. In determining the value of real property, the Township shall regard the first Twenty-Five Thousand Dollars (\$25,000.00) in the Assessor's full and true value of improvements for each dwelling unit primarily and directly affected by the improvements as not increasing the value of the property for a period of five (5) years, notwithstanding that the value of the property to which the improvements are made is increased thereby. During the exemption period, the assessment on the property shall not be less than the assessment thereon existing immediately prior to the improvements, unless there is damage to the dwelling through action of the elements sufficient to warrant a reduction.

To be eligible to make application for the exemption under i) the Assessor's full and true value of improvements must be in excess of the \$25,000 threshold for each dwelling unit.

Excluded from the exemption is the repair of fire or other damage to property for which payment of a claim was received by any person from an insurance company at any time during the three (3) year period immediately preceding the filing of an application. In the event, however, that the Assessor's full and true value of the improvement results in at least a \$25,000 increase over the assessed value of the property prior to the fire or other damage to the property, an application may be submitted for an abatement of \$25,000 of such added assessment.

The phase-in schedule is:

- a) In the first full year (365 days) after certified completion, 30% of the tax assessor's full and true value of the new dwelling.
- b) In the second year, 25% of the tax assessor's full and true value of the new dwelling.
- c) In the third year, 20% of the tax assessor's full and true value of the new dwelling.
- d) In the fourth year, 15% of the tax assessor's full and true value of the new dwelling.
- e) In the fifth year, 10% of the tax assessor's full and true and full value of the new dwelling.

Any exemption pursuant to this Section 5 A i) shall be approved by the Tax Assessor upon the filing of an application on State approved form E/A 1 pursuant to Section 12 of this Article. A copy of the application shall be kept on file in the Office of the Township Clerk and in the Office of the Township Tax Assessor.

6. Applications for exemptions

Applicants for tax exemption pursuant to Section 5. i) shall submit an application on Form E/A – 1 within thirty (30) days, including Saturdays and Sundays, following the completion of the improvement as defined in N.J.S.A. 40A:21-3.

7. Payment of Fee

No application for tax exemption shall be accepted by the municipality unless accompanied by full payment of the required application fee. The fees shall be received as compensation for the legal review and related work the municipality’s departments and agencies.

The Initial Fee Schedule is as follows and may be amended from time to time by a Resolution adopted by Township Committee:

- A. For Improvements to Single Family Residential Property: \$100.00

8. Procedures

The following procedure shall be applied to applications for exemption:

A.

The Construction Official shall determine the completion date in accordance the Five -Year Tax Exemption and Abatement Law which decision shall be final, and not subject to appeal.

B.

- i) For properties which are not required to enter into a PILOT agreement, the exemption becomes effective immediately upon completion of the project and continues for five (5) annual periods (365 days - or 366 days when the included month of February has 29 days) from that date.

- ii) Any added assessment not exempted or pro - rated shall be added as an assessment immediately upon completion and shall be pro - rated for any partial tax year.

C.

All tax exemptions granted pursuant to this chapter shall be in effect for no more than the five full tax years next following the date of completion of the project. This chapter shall not preclude the governing body from entering into a financial agreement for a tax exemption and/or abatement pursuant to the Long-Term Tax Exemption Law or any other statute authorizing a tax exemption and/or abatement for a period longer than five years.

D.

As a condition to granting an exemption, a property owner shall be required to waive the filing of any tax appeal for the subject property for the life of the exemption.

9. Disqualification of property owner

If during any tax year prior to the termination of the tax exemption term , the applicant ceases to use the property or disposes of the property or otherwise fails to meet the conditions of eligibility, the tax otherwise due if there had been exemption during any of the years during which the Agreement was in effect, and all such taxes shall become due and payable by the property owner. The Tax Assessor shall notify the property owner and the Tax Collector forthwith and the Tax Collector shall within fifteen (15) days thereof notify the owner of the property of the amount of taxes due. However, with respect to sale or other disposal of the property which it is determined that the new owner of the property will continue to use the property as a single-family residential unit, the exemption shall continue.

10. Additional exemption or abatement

The Township of Mullica hereby determines that an additional improvement completed on a single family residential property already granted a previous exemption pursuant to this chapter during the period in which the previous exemption is in effect may qualify for an additional exemption. The additional improvement may be considered as separate for purposes of calculating the exemption, except that the assessed value of any previous improvement may be added to the assessed valuation as it was prior to that improvement or construction for the purpose of determining the assessed value of the property for which any additional exemption is to be subtracted. Any additional exemption must be reviewed and approved by the Tax Assessor and by Township Committee.

11. Delinquent Taxes and Default in Payment of Taxes

No exemption shall be granted pursuant to this chapter for any property for which property taxes and/or other municipal charges are delinquent or remain unpaid, or for which penalties for nonpayment of taxes are due. As a condition to granting an exemption, a property owner shall be required to waive the filing of any tax appeal for the subject property for the life of the exemption.

12. Application form

No exemption shall be granted pursuant to this chapter except upon written application therefor filed with the Tax Assessor using the required form. Every application shall be filed with the Tax Assessor within thirty (30) days, including Saturdays and Sundays, following the completion of the improvements, alteration or construction as defined in N.J.S.A. 40A:21-3.

13. Termination of Tax Exemption Term

At the termination of the tax abatement term the project shall be subject to all applicable real property taxes, as provided by state laws and regulations and local ordinances, provided that nothing herein shall be deemed to prohibit the project or improvement at the termination of the

agreement for tax exemption or abatement from qualifying for and receiving the full benefits of any other tax preference provided by law.

14. Applications; filing and approval; form

Every application for exemption which is filed within the time specified, shall be approved and allowed by the Assessor to the degree that the application is consistent with the requirements of this Article. The granting of an exemption shall be recorded and made a permanent part of the official tax records of the taxing district, which record shall contain a notice of the termination date thereof.

15. Applicability of Statutory Regulatory Provisions.

Every application for exemption and every exemption granted shall be subject to all the provisions of N.J.S.A. 40A:21-1, et seq., and all rules and regulations issued thereunder.

16. Applicability of Federal, State and Local Laws.

All tax exemption agreements shall provide that the applicant is subject to all federal, state, and local laws and regulations.

17. Equalization

The percentage which the payment in lieu of taxes bears to the property taxes which would have been paid had an exemption not been granted for the property under the agreement shall be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the municipality for determining equalization for county apportionment and school aid during the term of the tax abatement agreement covering the property.

18. Period of Eligibility

This Article and the opportunity to apply for Tax exemption shall expire on December 31, 2025 after which no further applications shall be accepted unless this Ordinance shall have been re-adopted by Township Committee in accordance with the Exemption Law.

19. Ordinance Sent to Department of Community Affairs

The Municipal Clerk is hereby authorized and directed to forward a certified copy of this Ordinance to the State of New Jersey Department of Community Affairs. In compliance with N.J.S.A. 40A:21-21 on or before October 1 of each year, the Township shall submit to the Director of the Division of Local Government Services in the Department of Community Affairs and to the Director of the Division of Taxation in the Department of the Treasury the total amount of real property taxes exempted and the total amount abated within the municipality in the current tax year for improvements of residential dwellings.

20. Captions

Captions contained in this Article have been inserted only for the purpose of facilitating reference to the various sections and are not intended and shall not be utilized to construe the intent and meaning of the text of any section.

21. Construction of Ordinance

Where consistent with the context in which used in this Article, words importing the singular shall include the plural; words importing the plural shall include the singular; and, words importing one gender shall include all other genders.

SECTION 2. Codification

This Ordinance shall be codified as Article IV Five Year Tax Exemption in Chapter 206-: TAXATION of the Municipal Code of the Township of Mullica. This Ordinance may be renumbered for codification purposes.

SECTION 3. Inconsistent Ordinances Repealed.

Should any provision of this ordinance be inconsistent with the provisions of any prior ordinances, the inconsistent provisions of such prior ordinances are hereby repealed, but only to the extent of the inconsistencies.

SECTION 4. Severability.

In the event that any provision of this ordinance or the application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction, such declaration of invalidity shall not affect any other provision or application of this ordinance which may be given effect, and, to realize this intent, the provisions and applications of this ordinance are declared to be severable.

SECTION 5. Effective Date.

This Ordinance shall take effect upon final passage, approval, and publication as required by law.

Introduced: November 24, 2020

Adopted: December 22, 2020

Correspondence
November 24, 2020

Resolution from Pinelands Municipal Council opposing funding cuts under the Garden State Preservation Trust Act

Correspondence from Frank & Gina Bottalico, 5344 River Drive, requesting the Committee address their concerns regarding access to their home.

(Documents are available by contacting the Township Clerks' Office)

**TOWNSHIP OF MULLICA
RESOLUTION NO. 202-2020**

**CONFIRM SALE OF PROPERTY:
BLOCK 9502 LOT 10**

WHEREAS, the Township Clerk of the Township of Mullica advertised a public auction sale to be held on October 20, 2020 at 10:00 a.m. in the Mullica Township Municipal Building, Elwood, New Jersey; and

WHEREAS, as required by NJSA 40A:12-13 (b) (5), the right of prior refusal of all vacant undersized lots were offered to adjacent property owners by registered mail prior to being sold at public auction; and

WHEREAS, the Township of Mullica shall convey only what title it has in said property by Quit Claim Deed, and

WHEREAS, the purchaser specifically understands and agrees that they will take property subject to any lien, encumbrance, litigation, easement, or any other restriction or lien of any nature, and

WHEREAS, a bid of \$2,500.00 was received for Block 9502, Lot10, by Joseph Fifth, Jr. & Kathleen J. Fifth; 5056 Moss Mill Road, Egg Harbor, NJ 08215 on October 30, 2020, and

WHEREAS, a deposit of \$250.00 for administrative costs was received by the Township Clerk.

NOW, THEREFORE, BE IT RESOLVED, that the sale of Block 9502, Lot 10 to Joseph Fifth, Jr. & Kathleen J. Fifth, be approved by the Township Committee of the Township of Mullica, and

BE IT FURTHER RESOLVED, the Township Solicitor is hereby authorized to draw up a quitclaim deed to be executed by the Mayor and Township Clerk to transfer the subject property.

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 203-2020**

**CONFIRM SALE OF PROPERTY:
BLOCK 11003 LOTS 5 & 8**

WHEREAS, the Township Clerk of the Township of Mullica advertised a public auction sale to be held on November 20, 2020 at 10:00 a.m. in the Mullica Township Municipal Building, Elwood, New Jersey; and

WHEREAS, as required by NJSA 40A:12-13 (b) (5), the right of prior refusal of all vacant undersized lots were offered to adjacent property owners by registered mail prior to being sold at public auction; and

WHEREAS, the Township of Mullica shall convey only what title it has in said property by Quit Claim Deed, and

WHEREAS, the purchaser specifically understands and agrees that they will take property subject to any lien, encumbrance, litigation, easement, or any other restriction or lien of any nature, and

WHEREAS, a bid of \$7,800.00 was received for Block 11003, Lots 5, by Joseph Barbera, 5022 Indian Cabin Road, Egg Harbor, NJ 08215 on November 20, 2020, and

WHEREAS, a bid of \$3,600.00 was received for Block 11003, Lots 8, by Joseph Barbera, 5022 Indian Cabin Road, Egg Harbor, NJ 08215 on November 20, 2020, and

WHEREAS, a deposit of \$250.00 for administrative costs was received by the Township Clerk.

NOW, THEREFORE, BE IT RESOLVED, that the sale of Block 11003, Lots 5 & 8 to Joseph Barbera, 5022 Indian Cabin Road, Egg Harbor, NJ 08215 be approved by the Township Committee of the Township of Mullica, and

BE IT FURTHER RESOLVED, the Township Solicitor is hereby authorized to draw up a quitclaim deed to be executed by the Mayor and Township Clerk to transfer the subject property.

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 204-2020**

**CONFIRM SALE OF PROPERTY:
BLOCK 4157, LOTS 1, 2 & 3**

WHEREAS, the Township Clerk of the Township of Mullica advertised a public auction sale to be held on November 20, 2020 at 10:00 a.m. in the Mullica Township Municipal Building, Elwood, New Jersey; and

WHEREAS, as required by NJSA 40A:12-13 (b) (5), the right of prior refusal of all vacant undersized lots were offered to adjacent property owners by registered mail prior to being sold at public auction; and

WHEREAS, the Township of Mullica shall convey only what title it has in said property by Quit Claim Deed, and

WHEREAS, the purchaser specifically understands and agrees that they will take property subject to any lien, encumbrance, litigation, easement, violations or any other restriction or lien of any nature, and

WHEREAS, a bid of \$3,100.00 was received for Block 4157, Lots 1 & 2, and \$200.00 for Block 4157, Lot 3, by James Kaiser, P.O. Box 581, Elwood, NJ 08217 on November 20, 2020, and

WHEREAS, a deposit of \$250.00 for administrative costs was received by the Township Clerk.

NOW, THEREFORE, BE IT RESOLVED, that the sale of Block 4157, Lots 1, 2 and 3 to James Kaiser, P.O. Box 581, Elwood, NJ 08217, be approved by the Township Committee of the Township of Mullica, and

BE IT FURTHER RESOLVED, the Township Solicitor is hereby authorized to draw up a quitclaim deed to be executed by the Mayor and Township Clerk to transfer the subject property.

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 205-2020**

**CONFIRM SALE OF PROPERTY:
BLOCK 8501, LOT 1.01**

WHEREAS, the Township Clerk of the Township of Mullica advertised a public auction sale to be held on November 20, 2020 at 10:00 a.m. in the Mullica Township Municipal Building, Elwood, New Jersey; and

WHEREAS, as required by NJSA 40A:12-13 (b) (5), the right of prior refusal of all vacant undersized lots were offered to adjacent property owners by registered mail prior to being sold at public auction; and

WHEREAS, the Township of Mullica shall convey only what title it has in said property by Quit Claim Deed, and

WHEREAS, the purchaser specifically understands and agrees that they will take property subject to any lien, encumbrance, litigation, easement, or any other restriction or lien of any nature, and

WHEREAS, a bid of \$2,200.00 was received for Block 8501, Lot 1.01 by Gilbert DiMatteo, 1830 Fourth Avenue, Egg Harbor, NJ 08215 on November 20, 2020, and

WHEREAS, a deposit of \$250.00 for administrative costs was received by the Township Clerk.

NOW, THEREFORE, BE IT RESOLVED, that the sale of Block 8501, Lot 1.10 to Gilbert DiMatteo, 1830 Fourth Avenue, Egg Harbor, NJ 08215, be approved by the Township Committee of the Township of Mullica, and

BE IT FURTHER RESOLVED, the Township Solicitor is hereby authorized to draw up a quitclaim deed to be executed by the Mayor and Township Clerk to transfer the subject property.

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 206-2020**

**AGREEMENT MULLICA TOWNSHIP RECREATION ASSOCIATION /
CONCESSION STAND**

Whereas the Township of Mullica (hereinafter "Township") is the owner of certain real property designated on the Tax Map of the Township of Mullica as Block 8904 / Lot 6 and also known as 1503 Elwood Road (the "Property"); and

Whereas the Property has for some time been used for recreational purposes by the Mullica Township Recreation Association, a New Jersey Nonprofit organization recognized by the United States Internal Revenue Service as a 501(c)(3) tax exempt entity; and

Whereas the Association has raised sufficient funds for the planning, design, permitting, and construction of a concession stand with restrooms and storage area (the "Structure") to be built upon a portion of Lot 6 to be designated by the Township; and

Whereas a copy of the Preliminary Plan for the Structure is attached hereto and incorporated herein as Attachments 1 through 9; and

Whereas, it is the intent of the Township Committee (Committee) and the Association that upon completion and acceptance, final approvals and inspection by the Township Engineer, the Association shall transfer ownership of the Structure to the Township with assignment to the Township by the Association of all guarantees and warranties for One Dollar (\$1.00) consideration; and

Whereas the Structure will serve a public purpose for the benefit of the Township and our citizens; and

Whereas, under the authority granted in the New Jersey Local Public Lands and Buildings Law and, more specifically N.J.S.A. 40A:12-14 (c) regulating leases to nonprofit corporations or associations, the Township may enter into a lease agreement for nominal consideration upon adoption of an Ordinance; and

Whereas it the further intent of the Committee and the Association that the Township shall grant a lease to the Association for non-exclusive use of the land and exclusive use of the Structure to be used solely by the Township and the Association (including the Association subordinates (referenced in a March 5, 2002 letter from the Internal Revenue Service) for the nominal annual consideration of One Dollar (\$1.00) (the "Lease"); and

Whereas it is the further intent of the Township and the Association that the Association shall be solely responsible to:

- a. provide and pay for all janitorial services, maintenance of the Structure, continue to service, maintain, repair, and replace the field lights and structures (with the single exception of payment of electricity bills related to the lights which payment shall continue to be made by

the Township), the well including well water testing, and routine maintenance and emptying of the septic system;

- b. provide adequate port - a -potties to accommodate larger gatherings;
- c. comply with all rules, regulation, and event guidelines issued by the Township and / or MEL/JIF which may from time to time be supplemented or amended;
- d. comply with all Federal, State, County, and Municipal laws, rules, and regulations;
- e. insure all personal property within the Structure
- f. procure and maintain during the term of the Lease, including all renewal terms, general liability insurance coverage in amounts required by the Township issued by an insurance carrier licensed to do business within the State of New Jersey having an A. M. Best rating of AA+ or better, which policy shall be endorsed to provide additional insured coverage, waiver of subrogation, and primary not secondary coverage and, during the period of construction of the Structure Builder's Risk insurance; and
- g. annually file with the Township copies of federal tax returns and proof of annual registration with the State Attorney General as a Charitable Organization; and

Whereas it is the further intent of the Committee and the Association to enter into such lease for an initial term of Seven (7) years with a right of the Association to renew the Lease for a second term of Five (5) years and a third term of Three (3) years; and

Whereas it is the further intent of the Committee and Association that subject to available funds within each annual Budget the Township shall be solely responsible to:

- a. make all capital improvements to the Structure;
- b. pay for all utility services including electricity for the field lights;
- c. pay for major repairs to the septic system in excess of [TO BE DETERMINED] annually;
- d. upon acceptance of ownership of the Structure by the Township, add the Structure to the list of properties covered by MEL/JIF;
- e. whenever the Township shall use the Structure for a Township sponsored event the Township shall:
 - i) arrange for cleaning of the interior of the Structure prior to and after the event;
 - ii) provide port-a-potties whenever needed to accommodate crowd size;
 - iii) be responsible for any damage caused to the Structure as a result of use for such event.

Now, therefore, it is hereby RESOLVED that:

1. Subject to completion of the Structure and acceptance by the Township the Township Solicitor shall:

i) prepare a draft Lease which incorporates each of the provisions, terms, and conditions set forth on the above preamble and including such other terms and conditions as deemed necessary or appropriate;

ii) prepare a draft form of Ordinance for consideration by the Committee approving the acceptance of the Structure ownership by the Township and authorizing the execution and delivery of the Lease; and

iii) take such further action as may be requested by the Township Committee; and

It is Further RESOLVED that the intent of this Resolution is to memorialize the general terms and conditions of such Lease as may be approved and authorized through a duly adopted Ordinance and that unless and until such Ordinance shall have been adopted the terms set forth herein shall have no force and effect.

Adopted: November 24, 2020

CHRISTOPHER SILVA, MAYOR

ATTEST:

KIMBERLY JOHNSON,
MUNICIPAL CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 207-2020**

**APPROVING THE ELIMINATION OF CONTROL PERSON/TECHNICAL
ASSISTANT**

WHEREAS, the Township Committee has a responsibility to run the Township in the most efficient and economic manner;

NOW THEREFORE BE IT RESOLVED, that the Committee authorizes the resolution to eliminate the position of Control Person/Technical Assistant effective January 1, 2021 for reasons of efficiency and economy;

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION 208-2020**

**RESOLUTION SUPPORTING EXPLORATION OF ONE OR MORE SHARED
SERVICES PURSUANT TO THE COMMON-SENSE SHARED SERVICES PILOT
PROGRAM ACT**

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., any local unit of the State may enter into a contract with any other local unit or units for the joint provision within their jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Governor of the State of New Jersey is committed to supporting and advancing local government shared service solutions to enhance the provision of local services and alleviate the property tax burden on the State's residents and businesses; and

WHEREAS, the Governor of the State of New Jersey, with the support of the State Legislature, has authorized State funding to support Shared Services initiatives; and

WHEREAS, the Governor of the State of New Jersey appointed bipartisan Shared Service Czars to lead the Shared Services effort; and

WHEREAS, the Division of Local Government Services in the Department of Community Affairs (the "Division") has assembled a team of professional Technical Advisors to support these endeavors; and

WHEREAS, on November 27, 2018 the New Jersey legislature amended the Common-Sense Shared Services Pilot Program Act (N.J.S.A. 40A:65) to include the County of Atlantic as a Pilot County and the municipalities within Atlantic County as a Pilot Municipality; and

WHEREAS, the Division may, upon request from the municipality provide, at no cost to the municipality, a fair, consistent and judicious analysis that promotes efficiency, effectiveness, and performance for the welfare of all parties concerned while applying fiscal restraints and ensuring Attrition and or Soft Landings for any employees affected by the shared service agreement; and

WHEREAS, the Chief Financial Officer has prepared an anticipated salary guide and/or cost analysis which reflect the all-in cost to the taxpayers for each of the following categories: Municipal Court, Chief Financial Officer, and Tax Department; and

WHEREAS, the Governing Body of the Township of Mullica ("Mullica") recognizes that shared services may result in property tax relief and enhanced services for its constituents; and

WHEREAS, based upon the calculations prepared by the Chief Financial Officer it is prudent to explore with the Division whether tax savings can be achieved through use of shared service agreements; and

WHEREAS, the Governing Body of Mullica wishes to explore the possibility of sharing services in the areas of Municipal Court, Chief Financial Officer, and Tax Department with the Town of Hammonton (“Hammonton”); and

WHEREAS, the Governing Body of Mullica seeks technical assistance through the Division to conduct a feasibility study of the potential for one or more successful shared services for with Hammonton;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Township of Mullica hereby endorses undertaking a shared services study to be undertaken with the assistance and expertise of the Division; and

BE IT FURTHER RESOLVED, that, subject to receipt of a certified copy of a Resolution adopted by the Governing Body of the Town of Hammonton, the Mayor is authorized to submit a certified copy of this Resolution to the Local Assistance Bureau, Division of Local Government Services with a letter requesting the assistance of the Division, with a copy to the Mayor of Hammonton; and

BE IT FURTHER RESOLVED, that the Director of Revenue and Finance is hereby authorized to take all necessary actions to allow for and provide support for, participation in this assessment by the Township of Mullica and its employees; and

BE IT FURTHER RESOLVED, that any shared service agreement shall be subject to a further resolution adopted by this governing body and in compliance with N.J.S.A. 40A:65 et seq.

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 209-2020**

**LIQUOR LICENSE RENEWAL
FORKS INN, INC.**

WHEREAS, the Township Committee for the Township of Mullica in the County of Atlantic, State of New Jersey have received an application for renewal of a Liquor License heretofore issued by the Township Committee of the Township of Mullica which license number and license are more specifically enumerated below, and

WHEREAS, the application has been reviewed by the issuing authorities and no objections have been received on any such application, and

WHEREAS, the application has received a Special Ruling pursuant to NJSA 33:1-12.39 and the status of the license is "in pocket".

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Mullica that the Township Committee shall renew the liquor licenses as enumerated below for 202-2021 license term.

NAME & ADDRESS

NUMBER

Fork 's Inn Inc.
4800 Pleasant Mills Road
Hammonton, NJ 08037

0117-33-005-005

Adopted: November 24, 2020

CHRISTOPHER SILVA, MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 210-2020
LIQUOR LICENSE RENEWAL**

BILLY'S OAK GROVE

WHEREAS, the Township Committee for the Township of Mullica in the County of Atlantic, State of New Jersey have received an application for renewal of a Liquor License heretofore issued by the Township Committee of the Township of Mullica which license number is more specifically enumerated below, and

WHEREAS, the applications have been reviewed by the issuing authorities and no objections have been received on any such application, and

WHEREAS, the application has received a Special Ruling pursuant to NJSA 33:1-12.39 and the status of the license is "inactive".

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Mullica that the Township Committee shall renew the liquor licenses as enumerated below for 2020-2021 license term.

NAME & ADDRESS

NUMBER

Billy's Oak Grove
5324 White Horse Pike
Egg Harbor, NJ 08215

0117-33-006-002

Adopted: November 24, 2020

CHRISTOPHER SILVA, MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 211-2020**

**LIQUOR LICENSE RENEWAL
WF WC, INC.**

WHEREAS, the Township Committee for the Township of Mullica in the County of Atlantic, State of New Jersey have received an application for renewal of a Liquor License heretofore issued by the Township Committee of the Township of Mullica which license number and license is more specifically enumerated below, and

WHEREAS, the applications have been reviewed by the issuing authorities and no objections have been received on any such application, and

WHEREAS, the application has received a Special Ruling pursuant to NJS 33:1-12.39 and the status of the license is "in pocket".

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Mullica that the Township Committee shall renew the liquor licenses as enumerated below for 2020-2021 license term.

NAME & ADDRESS

NUMBER

WF WC Inc.
Post Office Box 19
Elwood, NJ 08217

0117-33-003-009

Adopted: November 24, 2020

CHRISTOPHER SILVA, MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 212-2020**

**LANDSALE
BLOCK 11118, LOTS 2 & 3**

WHEREAS, the Township Committee of the Township of Mullica County of Atlantic and State of New Jersey propose the sale of the following property as shown on the tax map of the Township of Mullica, and

<u>Block/Lot</u>	<u>Minimum Bid</u>	<u>Acreage</u>	<u>Zoning</u>	
11118 / 2	\$6,900.00	3.44 acres	FAR	Undersized Lot
11118 / 3	\$6,900.00	3.44 acres	FAR	Undersized Lot

WHEREAS, the sale of the said municipal property hereinabove described shall be by public sale to the highest bidder after advertisement thereof in a newspaper circulating within the Township of Mullica where the said property is situated, and

WHEREAS, said advertisement shall be published in the newspaper at least once a week for two (2) consecutive weeks, the last publication not to be earlier than seven (7) days prior to the said public sale; and

WHEREAS, all rights, title, and interest in the property shall revert to the Township of Mullica upon default or breach by the successful bidder or any of the terms and conditions of the public sale, whereby such reversion would be in the best interests of the Township of Mullica, and further in the event of a default or breach, then and in that event all monies deposited and/or paid to the Township shall inure to the benefit of the Township of Mullica and be forfeited by the purchaser as liquidated damages in not fulfilling the terms of the contract of sale; and

WHEREAS, notice of such reversion and reservation shall be included in the advertisement of the sale and public notice thereof shall be given at the time of the public sale; and

WHEREAS, the Township of Mullica makes no warranties of any nature regarding the properties and structures if any, be sold hereby; and

WHEREAS, any purchaser must comply and ensure the property is in compliance with any statute, ordinance, rule or regulation of any Federal, State, County and Municipal Body with appropriate jurisdiction; and

WHEREAS, all adjacent property owners of undersized vacant lots must be given the right of prior refusal before the lots can be sold at public auction. If an adjacent property owner purchases an undersized lot, it will be removed from the list of sale of properties on the date of the sale.

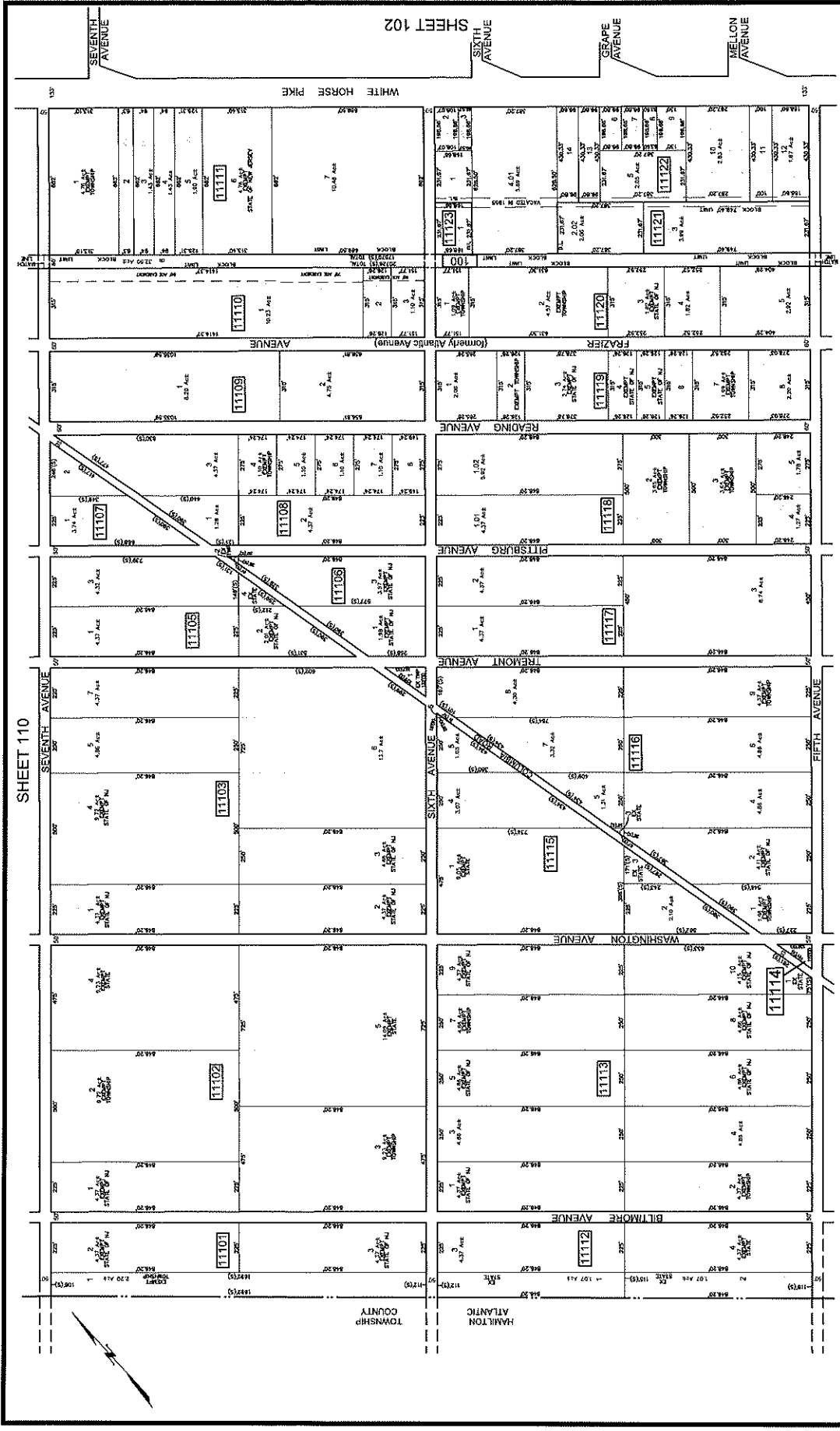
NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Mullica in the County of Atlantic and State of New Jersey that the Township Committee authorizes the sale of the municipal land hereinabove stated on the terms and conditions herein stated.

Adopted: November 24, 2020

ATTEST:

Christopher Silva, Mayor

Kimberly Johnson, Township Clerk



SHEET 110

SHEET 102

TAX MAP
TOWNSHIP OF MULLICA
 ATLANTIC COUNTY
 COUNTY, N.J.

ED CLAY
 PROFESSIONAL LAND SURVEYOR
 1000 W. 10TH AVENUE, SUITE 100
 PHILADELPHIA, PA 19107
 (215) 562-1234

SHEET 112

* THIS MAP IS A SCANNED COPY OF THE ORIGINAL MAP PREPARED BY EDWARD J. REMANN, DATED 12/21/11. THE ORIGINAL APPROVED MAP IS ON FILE IN THE ENGINEERING OFFICE.

DATE	BY	REVISIONS	LOT
12/20/15	ED CLAY	1. CORRECTED	11112
11/19/15	ED CLAY	2. CORRECTED	11112
11/19/15	ED CLAY	3. CORRECTED	11112
11/19/15	ED CLAY	4. CORRECTED	11112
11/19/15	ED CLAY	5. CORRECTED	11112
11/19/15	ED CLAY	6. CORRECTED	11112
11/19/15	ED CLAY	7. CORRECTED	11112
11/19/15	ED CLAY	8. CORRECTED	11112
11/19/15	ED CLAY	9. CORRECTED	11112
11/19/15	ED CLAY	10. CORRECTED	11112

**TOWNSHIP OF MULLICA
RESOLUTION NO. 213-2020**

**LANDSALE
BLOCK 4196, LOTS 2 & 4**

WHEREAS, the Township Committee of the Township of Mullica County of Atlantic and State of New Jersey propose the sale of the following property as shown on the tax map of the Township of Mullica, and

<u>Block/Lot</u>	<u>Minimum Bid</u>	<u>Acreage</u>	<u>Zoning</u>	
4196 / 2	\$600.00	80 x 100	EV	Undersized Lot
4196 / 4	\$400.00	100 x 100	EV	Undersized Lot

WHEREAS, the sale of the said municipal property hereinabove described shall be by public sale to the highest bidder after advertisement thereof in a newspaper circulating within the Township of Mullica where the said property is situated, and

WHEREAS, said advertisement shall be published in the newspaper at least once a week for two (2) consecutive weeks, the last publication not to be earlier than seven (7) days prior to the said public sale; and

WHEREAS, all rights, title, and interest in the property shall revert to the Township of Mullica upon default or breach by the successful bidder or any of the terms and conditions of the public sale, whereby such reversion would be in the best interests of the Township of Mullica, and further in the event of a default or breach, then and in that event all monies deposited and/or paid to the Township shall inure to the benefit of the Township of Mullica and be forfeited by the purchaser as liquidated damages in not fulfilling the terms of the contract of sale; and

WHEREAS, notice of such reversion and reservation shall be included in the advertisement of the sale and public notice thereof shall be given at the time of the public sale; and

WHEREAS, the Township of Mullica makes no warranties of any nature regarding the properties and structures if any, be sold hereby; and

WHEREAS, any purchaser must comply and ensure the property is in compliance with any statute, ordinance, rule or regulation of any Federal, State, County and Municipal Body with appropriate jurisdiction; and

WHEREAS, all adjacent property owners of undersized vacant lots must be given the right of prior refusal before the lots can be sold at public auction. If an adjacent property owner purchases an undersized lot, it will be removed from the list of sale of properties on the date of the sale.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Mullica in the County of Atlantic and State of New Jersey that the Township Committee authorizes the sale of the municipal land hereinabove stated on the terms and conditions herein stated.

Adopted: November 24, 2020

ATTEST:

Christopher Silva, Mayor

Kimberly Johnson, Township Clerk

**TOWNSHIP OF MULLICA
RESOLUTION NO. 214-2020**

**LANDSALE
BLOCK 9602, LOT 8**

WHEREAS, the Township Committee of the Township of Mullica County of Atlantic and State of New Jersey propose the sale of the following property as shown on the tax map of the Township of Mullica, and

<u>Block/Lot</u>	<u>Minimum Bid</u>	<u>Acreage</u>	<u>Zoning</u>
9602 / 8	\$15,000.00	25 acres	FAR

WHEREAS, the sale of the said municipal property hereinabove described shall be by public sale to the highest bidder after advertisement thereof in a newspaper circulating within the Township of Mullica where the said property is situated, and

WHEREAS, said advertisement shall be published in the newspaper at least once a week for two (2) consecutive weeks, the last publication not to be earlier than seven (7) days prior to the said public sale; and

WHEREAS, all rights, title, and interest in the property shall revert to the Township of Mullica upon default or breach by the successful bidder or any of the terms and conditions of the public sale, whereby such reversion would be in the best interests of the Township of Mullica, and further in the event of a default or breach, then and in that event all monies deposited and/or paid to the Township shall inure to the benefit of the Township of Mullica and be forfeited by the purchaser as liquidated damages in not fulfilling the terms of the contract of sale; and

WHEREAS, notice of such reversion and reservation shall be included in the advertisement of the sale and public notice thereof shall be given at the time of the public sale; and

WHEREAS, the Township of Mullica makes no warranties of any nature regarding the properties and structures if any, be sold hereby; and

WHEREAS, any purchaser must comply and ensure the property is in compliance with any statute, ordinance, rule or regulation of any Federal, State, County and Municipal Body with appropriate jurisdiction; and

WHEREAS, all adjacent property owners of undersized vacant lots must be given the right of prior refusal before the lots can be sold at public auction. If an adjacent property owner purchases an undersized lot, it will be removed from the list of sale of properties on the date of the sale.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Mullica in the County of Atlantic and State of New Jersey that the Township Committee authorizes the sale of the municipal land hereinabove stated on the terms and conditions herein stated.

Adopted: November 24, 2020

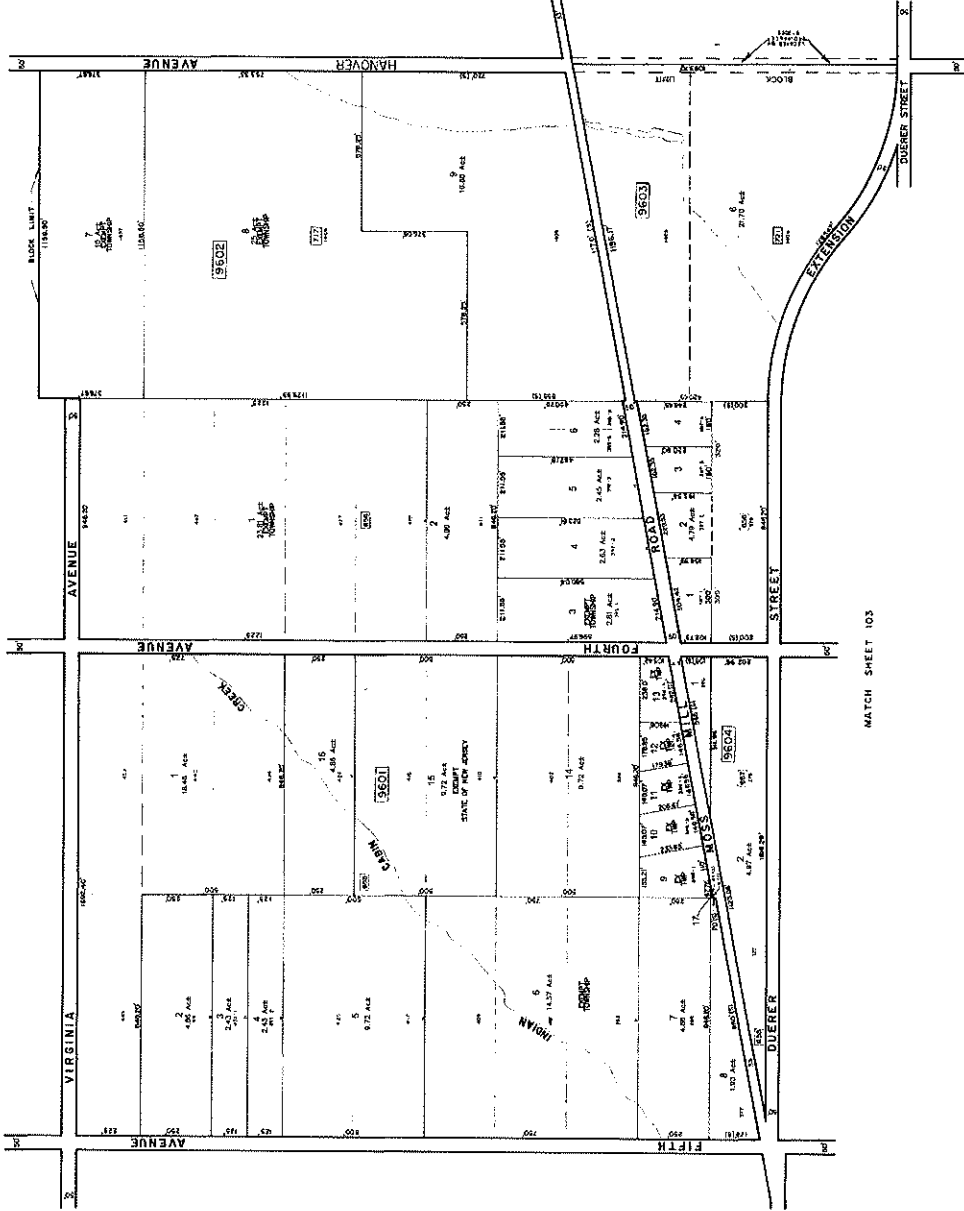
ATTEST:

Christopher Silva, Mayor

Kimberly Johnson, Township Clerk



VATCH SHEET 92



MATCH SHEET 97

MATCH SHEET 95

MATCH SHEET 103

THIS MAP WAS FORMALLY
 CERTIFIED BY THE
 DIVISION OF TAXATION ON
 MARCH 14, 1984, SIGNED
 BY IVAN HAFKOWITZ AND
 ASSIGNED SERIAL NUMBER 630

TAX MAP
TOWNSHIP OF MULLICA
 MUNICIPALITY OF
CHRIS R. REHMANN
 PROFESSIONAL ENGINEER AND LAND SURVEYOR
 NEW JERSEY LICENSE NO. 11914
 1000 WEST WASHINGTON STREET, SUITE 202
 BRIDGE PLAZA, BRIDGE PLAZA, NJ 08807
 609-683-1111
 FAX 609-683-1112

* THIS MAP IS A SCANNED COPY OF THE ORIGINAL MAP PREPARED BY THE ENGINEERING OFFICE AND IS ON FILE IN THE ENGINEERING OFFICE

DATE	BY	REVISIONS	LIEN#	BLOCK	LOT
11/19/90	CR	1	38642	5603	6
11/19/90	CR	2	38642	5603	6
11/19/90	CR	3	38642	5603	6
11/19/90	CR	4	38642	5603	6
11/19/90	CR	5	38642	5603	6
11/19/90	CR	6	38642	5603	6
11/19/90	CR	7	38642	5603	6
11/19/90	CR	8	38642	5603	6
11/19/90	CR	9	38642	5603	6
11/19/90	CR	10	38642	5603	6

**TOWNSHIP OF MULLICA
RESOLUTION NO. 215-2020**

**FIRE DEPARTMENT MEMBERSHIP
RYAN P. LOPEZ**

WHEREAS, the Township Committee of the Township of Mullica in the County of Atlantic, State of New Jersey has received an application for membership to the Elwood Volunteer Fire Department; and

WHEREAS, the application has been submitted by the Membership Committee of the Elwood Volunteer Fire Department, and reviewed by the Municipal Clerk for compliance.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Mullica that the above applicant is hereby accepted as a volunteer member.

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 216-2020**

**FIRE DEPARTMENT MEMBERSHIP
JUSTIN THOMAS MEEHAN**

WHEREAS, the Township Committee of the Township of Mullica in the County of Atlantic, State of New Jersey has received an application for membership to the Sweetwater Volunteer Fire Department; and

WHEREAS, the application has been submitted by the Membership Committee of the Sweetwater Volunteer Fire Department, and reviewed by the Municipal Clerk for compliance.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Mullica that the above applicant is hereby accepted as a volunteer member

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 217-2020**

WHEREAS, pursuant to the Lead Agency of the Atlantic County Cooperative #41-ACC, advertising for sealed bids to be publicly opened and read aloud for furnishing and delivering Unleaded Gasoline, Diesel Fuels and Heating Fuel and said contract awarded on July 21, 2020

WHEREAS, a low bid was submitted by Majestic Oil at the following prices:

Regular Unleaded Gasoline at an upcharge of \$.0059 per gallon
Diesel Fuel at an upcharge of \$.0840

WHEREAS, participating members of the Cooperative must award and execute a new contract with the winning bidders; and

WHEREAS, the contract contains with option to purchase from State contract if the fuels/gasoline prices are lower.

NOW THEREFORE BE IT RESOLVED, by the governing body of the Township of Mullica that a contract for Gasoline and Diesel Fuel is awarded to Riggins, Inc., Vineland, NJ for the purchase and delivery of Regular Unleaded Gasoline and Diesel Fuel for prices specified above. The term of the contract shall be for a two year period commencing on July 21, 2020 and terminating December 31, 2023.

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to enter into a contract with Majestic Oil and sign the necessary agreements as representatives of Mullica Township.

There is no certification of the Chief Financial Officer attached hereto because this contract was bid as an open-ended contract and, pursuant to N.J.A.C. 5:30-14.5(c)(2)(ii), funds will be certified and encumbered on individual purchase order forms when submitted to the Chief Financial Officer

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 218-2020**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A GEAR WASHER &
DRYER FOR PUBLIC SAFETY**

WHEREAS, the Township of Mullica has a need to purchase a gear washer & dryer for public safety to sanitize gear and equipment, and has elected to award such a contract as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Chief Financial Officer/Purchasing Agent and Director of Fire Department Affairs have received a proposal from 1st Choice Safety Equipment that satisfies the requirements of the Department of Public Safety and,

WHEREAS, the Township of Mullica has the need to purchase the equipment to sanitize equipment for first responders; and

WHEREAS, the Township Committee wishes to purchase the equipment from 1st Choice Safety Equipment at a cost of \$22, 464 plus freight and installation at a total cost not to exceed \$25,000; and

WHEREAS, the Chief Financial Officer has certified the availability of funds by encumbering said funds on Purchase Order Number 20-00752 against the LGEF Grant account nr. G-02-41-621 and has received the political contribution disclosure forms from 1st Choice Safety Equipment.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Mullica Committee authorizes the Purchasing Agent/Chief Financial Officer to execute the required documents to purchase a gear washer & dryer as described above.

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

TOWNSHIP OF MULLICA
RESOLUTION NO. 219-2020
RESOLUTION INSERTING AN ITEM OF REVENUE IN THE 2020 BUDGET

WHEREAS, NJSA 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 an item of appropriation of equal amount,

WHEREAS, the Township of Mullica has been awarded an \$85,329 Grant from the NJ Department of Community Affairs and wishes to amend its 2020 Budget to include this amount as revenue.

SECTION 1:

NOW THEREFORE BE IT RESOLVED, that the Township of Mullica County of Atlantic hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2020:

Miscellaneous Revenue
Special Items of General Revenue Anticipated with Prior
Written Consent of the Director of Local Government
Services:
State of NJ Department of Community Affairs
Division of Local Government Services
LGEF Program

SECTION 2:

BE IT FURTHER RESOLVED that a like sum of \$85,329 is hereby appropriated under the caption of:

General Appropriations
(a) Operations Excluded from 5% Caps Public and Private
Program Off-Set by Revenues:

State of NJ Department of Community Affairs
Division of Local Government Services
LGEF Program

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 220-2020**

ROCK SALT CONTRACT AWARD

WHEREAS, pursuant to the Lead Agency of the Atlantic County Cooperative #41-ACC, advertising for sealed bids to be publicly opened and read aloud for furnishing and delivering Rock Salt for the 2020-2021 contract year, and;

WHEREAS, the winning bid was submitted by Atlantic Salt, Inc. 134 Middle St. Ste. 210 Lowell, MA at a price of \$53.90 per ton.

WHEREAS, participating members of the Cooperative must award and execute a new contract with the winning bidders;

NOW THEREFORE BE IT RESOLVED, by the governing body of the Township of Mullica that a contract for Rock Salt is awarded to Atlantic Salt, Inc., at a price of \$53.90 per ton. The term of the contract shall be for a period commencing September 1, 2020 and terminating May 31, 2021.

BE IT FURTHER RESOLVED, that the Chief Financial Officer and Township Clerk are hereby authorized to enter into a contract with Atlantic Salt, Inc. and sign the necessary agreements as representatives of Mullica Township.

There is no certification of the Chief Financial Officer attached hereto because this contract was bid as an open-ended contract and, pursuant to N.J.A.C. 5:30-14.5(c)(2)(ii), funds will be certified and encumbered on individual purchase order forms when submitted to the Purchasing Agent.

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 221-2020**

**A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW
JERSEY IN A SAFE AND SECURE COMMUNITIES PROGRAM ADMINISTERED BY
DEPARTMENT OF LAW AND PUBLIC SAFETY, OFFICE OF THE ATTORNEY
GENERAL**

BE IT RESOLVED by the Township Committee of the Township of Mullica in the County of Atlantic and State of New Jersey, as follows:

1. The Township of Mullica is authorized to accept a sub-award grant from the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, in the amount of \$16,604, under the Safe and Secure Communities Program, Grant Number 21-0117, with a match-fringe benefits, for a total project cost of \$52,903.
2. Deputy Mayor Larry Riffle and Chief Brian Zeck are authorized to executive and the Township Clerk to attest to a Sub-grant award in connection with this grand, and any and all documents in connection with this grant.
3. The Township of Mullica is accepting this grant of funds for the purpose described in the application.
4. Sub-award period July 1, 2020 to June 30, 2021.
5. A certified copy of this resolution shall be provided to the Department of Law and Public Safety, Office of the Attorney General.

Adopted: November 24, 2020

LARRY RIFFLE
DEPUTY MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 222-2020**

BUDGET TRANSFERS

WHEREAS, NJSA 40A:4-58 provides that appropriation transfers may be made during the last two months of the year.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of Mullica, County of Atlantic, and State of New Jersey that the following transfers be made:

	<u>Account Number</u>	<u>From</u>	<u>To</u>
Finance - Other Expenses	01-20-130-020		2,000.00
Tax Assessment - Other Expenses	01-20-150-020		1,000.00
Legal Service - Other Expenses	01-20-155-020		33,000.00
Other Code Enforcement & Administration S & W	01-22-195-010	5,000.00	
Workers Compensation Insurance	01-23-215-095	3,568.00	
Employee Group Insurance	01-23-220-092	20,000.00	
Health Benefits Waiver	01-23-221-000		3,000.00
Police - Salaries & Wages	01-25-240-010	20,000.00	
Public Works - Salaries & Wages	01-26-290-010		15,000.00
Public Works - Other Expenses	01-26-290-020	25,000.00	
Reserve for Storm Recovery Trust	01-26-300-000		10,000.00
Buildings & Grounds - Other Expenses	01-26-310-020		3,340.00
Telecommunications	01-31-440-076		1,500.00
Petroleum Products	01-31-447-000	3,000.00	
PFRS Pension Contributions	01-36-475-000		7,728.00
TOTAL		76,568.00	76,568.00

	<u>Account Number</u>	<u>From</u>	<u>To</u>
Finance - Other Expenses	01-20-130-020		2,000.00
Tax Assessment - Other Expenses	01-20-150-020		1,000.00
Legal Service - Other Expenses	01-20-155-020		33,000.00
Other Code Enforcement & Administration S & W	01-22-195-010	5,000.00	
Workers Compensation Insurance	01-23-215-095	3,568.00	
Employee Group Insurance	01-23-220-092	20,000.00	
Health Benefits Waiver	01-23-221-000		3,000.00
Police - Salaries & Wages	01-25-240-010	20,000.00	
Public Works - Salaries & Wages	01-26-290-010		15,000.00
Public Works - Other Expenses	01-26-290-020	25,000.00	
Reserve for Storm Recovery Trust	01-26-300-000		10,000.00
Buildings & Grounds - Other Expenses	01-26-310-020		3,340.00
Telecommunications	01-31-440-076		1,500.00
Petroleum Products	01-31-447-000	3,000.00	
PFRS Pension Contributions	01-36-475-000		7,728.00
TOTAL		76,568.00	76,568.00

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

**TOWNSHIP OF MULLICA
RESOLUTION NO. 223-2020**

**RESOLUTION OF THE COMMITTEE OF MULLICA TOWNSHIP AUTHORIZING
THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWNSHIP OF MULLICA AND THE ATLANTIC COUNTY
IMPROVEMENT AUTHORITY AUTHORIZING PRELIMINARY STEPS TOWARD
THE DESIGN AND CONSTRUCTION OF A NEW MUNICIPAL COMPLEX
THROUGH THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY**

WHEREAS, the Mullica Township Municipal Building ("Building") is believed to have been constructed in stages between 1968 and 1975 and is over fifty (50) years old; and

WHEREAS, there are conditions within the Building which include water seepage into the interior walls, mold, defective flooring, and other problems which need to be addressed, and which have not been able to be wholly rectified through ongoing remediation efforts; and

WHEREAS, the Police Department is in the basement of the Building; and

WHEREAS, the age and condition of the Building is such that energy efficient mechanical, electrical, plumbing, heating, and air conditioning systems are not in place; and

WHEREAS, pursuant to the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq. and, more specifically, N.J.S.A. 40A:12-5 a municipality, by ordinance, may provide for the acquisition of any real property or capital improvement needed for municipal public purposes through purchase, lease, or installment sale agreement; and

WHEREAS, pursuant to the New Jersey County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq., and more specifically, N.J.S.A. 40:37A-54(a), the Atlantic County Improvement Authority ("Authority") is authorized to provide public facilities for use by any municipality within the County of Atlantic; and

WHEREAS, Pursuant to N.J.S.A. 40:37A-54(a) the Township and the Authority are authorized to cooperate in the planning, undertaking, construction or operation of any public facility, for which the Township shall incur the entire expense thereof; and

WHEREAS,, if the Township and the Authority do enter into an agreement for construction of the Municipal Complex (the "Construction Agreement") upon adoption of the necessary ordinance, the Authority will issue bonds (the "Authority Bonds"), the proceeds of which would be used to fund the demolition of the existing Building, the design, permitting, and construction of the new facility (the "Municipal Complex"), and to further fund the soft costs associated with professional fees and services; and

WHEREAS, the Authority would then lease the Municipal complex to the Municipality for a term of years to coincide with the term of the Authority Bonds (the "Lease"), at the end of which lease term the Municipal complex will be owned in fee by the Municipality; and

WHEREAS, the Township Committee believes it is in the best interest of the Township to engage in preliminary discussions with the Authority regarding the project scope and specification, retention of a design architect, and the planning, cost, financing, and construction of a Municipal Complex the "Preliminary Steps"); and

WHEREAS, the Authority has agreed to undertake the Preliminary Steps with the Township, with the understanding that in the event the Township and the Authority do not enter into a final agreement for the design, construction, and financing of the Municipal Complex, the Township shall reimburse the Authority for the fees and costs incurred by the Authority for such Preliminary Steps; and

WHEREAS, the Authority has prepared a Memorandum of Understanding (the "MOU") to address the Preliminary Steps and the obligation of the Township and the Authority, a copy of which is attached hereto; and

WHEREAS, on November 12, 2020 the Authority adopted a Resolution approving execution and delivery of an MOU, a copy of which is attached hereto; and

WHEREAS, the ACIA has issued a Request for Proposals (RFP) to qualified architects to prepare a design and cost estimate; and

WHEREAS, on November 20, 2020 the ACIA received responses to the RFP and reviewed same with the Mullica Township Property Sub-Committee comprised of Committee members Hanselmann and Crowe; and

WHEREAS, upon review of the RFP responses, it is the recommendation of the ACIA and the Property Sub-committee to award a contract in the amount of \$[to be inserted on 11.20.2020] to [to be inserted on 11.20.2020] as the most qualified responsible bidder; and

WHEREAS, a copy of the RFP response has been provided to each Committee member.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Township Committee of the Township of Mullica, County of Atlantic that

1. The Mayor is authorized to execute the Memorandum of Understanding (MOU) on behalf of the Township; and
2. The Township Clerk is directed to send a counterpart original of the MOU to John Lamey, Executive Director of the Atlantic County Improvement Authority (ACIA) together with a certified copy of this Resolution; and
4. The recommendation of the Property Sub-Committee regarding the award by the ACIA of a professional service contract to [to be inserted on 2020] is hereby approved; and the Property Sub-Committee is authorized to participate in ongoing discussions with the ACIA, the Township

professionals and others deemed necessary or desirable to participate in the Preliminary Steps, including but not limited to review of the preliminary scope of work, and the projected project cost estimate; and

IT IS FURTHER RESOLVED that actions taken to date by the Property Sub-Committee and Township officials and professionals are hereby approved and ratified; and

IT IS FURTHER RESOLVED that upon receipt of the architectural design and preliminary cost estimate no further RFP shall be issued nor shall there be any further contract awarded or agreements be entered into with ACIA or between ACIA and any third party in furtherance of this project until a subsequent resolution or resolutions and the necessary ordinance shall have been adopted and enacted by this Committee; and

IT IS FURTHER RESOLVED that the Property Sub-Committee shall provide status reports to this Committee during each subsequent Committee meeting.

Adopted: November 24, 2020

CHRISTOPHER SILVA
MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING (“MOU”) dated as of _____, 2020, by and between THE TOWNSHIP OF MULLICA, with an address at 4528 South Whitehorse Pike, Elwood, New Jersey 08217 (the “**Township**”) and THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY, with an address at 1333 Atlantic Avenue, 7th Floor, Atlantic City, New Jersey 08401 (the “**Authority**” and, together with the Township, the “**Parties**”).

RECITALS

WHEREAS, the Township owns the Mullica Township Municipal Building and Police Department, located at 4528 South White Horse Pike, Elwood, New Jersey; and

WHEREAS, the Township is considering undertaking the construction of a new municipal complex for the Township’s municipal offices and police department (the “**New Municipal Complex Project**”); and

WHEREAS, the Township has requested assistance from the Authority in planning, financing and constructing the New Municipal Complex Project in order to take advantage of the Authority’s experience and expertise in undertaking such projects; and

WHEREAS, one of the purposes of the Authority, under the County Improvement Authorities Law, specifically N.J.S.A. 40:37A-54(a), is “the provision within the county . . . of public facilities for use by . . . any municipality within . . . such county . . . for any of their respective governmental purposes. . . .”; and

WHEREAS, pursuant to N.J.S.A. 40:37A-76(c), in connection with the New Municipal Complex Project, the Township may “do any and all things necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of any such public facility and cause services to be furnished to the authority of any character . . . and to incur the entire expense thereof”; and

WHEREAS, the Authority and the Township wish to engage in preliminary negotiations regarding the planning, financing and construction of the New Municipal Complex Project, with said preliminary negotiations to include the development of a project scope and project specifications, and preparation of a preliminary cost estimate associated therewith (collectively, the “**Preliminary Steps**”); and

WHEREAS, the Authority has agreed to undertake such Preliminary Steps and initially fund costs associated therewith (the “**Preliminary Costs**”), with the understanding that such Preliminary Costs will either be financed along with the construction of the New Municipal Complex Project or, if the Township elects not to proceed with such project, that the Township will reimburse the Authority for such costs; and

WHEREAS, the Parties desire to enter into this MOU to set forth their respective obligations in connection with the Preliminary Steps and payment of the Preliminary Costs.

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind their successors and assigns, do mutually promise, covenant and agree as follows:

1. Preliminary Steps.

a. Phase 1. The Authority will circulate a Request for Proposals (“**RFP**”) from an architect (or firm of architects) to prepare a Concept Plan, Preliminary Cost Estimate and Final Plans and Specifications (as such terms are defined herein). The Authority will review proposals received in response to the RFP with the Township and will select an architect with the approval of the Township. Following the completion of the review and selection process, the Authority will engage the selected architect (the “**Architect**”) to prepare a concept plan for the New Municipal Complex Project (the “**Concept Plan**”) and a preliminary cost estimate in connection therewith (the “**Preliminary Cost Estimate**”).

b. Phase 2. Upon the Authority’s receipt of the Concept Plan and Preliminary Cost Estimate, the Authority will review same with the Township. Upon the Township’s approval of the Concept Plan and Preliminary Cost Estimate, the Authority will engage the Architect to prepare a final design and construction-ready project specification (the “**Final Plans and Specifications**”), which Final Plans and Specifications shall be subject to the approval of the Township. Upon the Township’s approval of the Final Plans and Specifications, the Authority will use such Final Plans and Specifications to solicit bids for the work associated with the New Municipal Complex Project. In no event, however, will the Authority proceed with Phase 2 until the Township has reviewed and approved the Concept Plan and Preliminary Cost Estimate.

2. Payment of Preliminary Costs.

a. The Authority will procure, engage and initially pay the costs associated with, the Architect and other Preliminary Costs for Phase 1 and, if applicable, Phase 2.

(i) If the Township determines to undertake the construction of the New Municipal Complex Project, the Preliminary Costs paid for by the Authority will be financed along with the construction costs, including hard and soft costs, for such project.

(ii) If the Township determines not to undertake the construction of the New Municipal Complex Project, the Township will reimburse the Authority for the Preliminary Costs incurred prior to the Township’s notice to the Authority of the Township’s determination not to proceed therewith. The Township will make such payment to the Authority within thirty (30) days of such determination not to proceed.

b. Preliminary Costs, for the purposes of this MOU, shall also include, to the extent applicable, the Authority’s reasonably incurred out-of-pocket fees, costs and expenses related to the negotiation of this MOU and drafting of legislation related thereto, including fees for legal and

financial advisory services for outside professionals or consultants retained by the Authority, as well as fees and costs associated with the Authority's in-house staff, including all such fees, costs and expenses incurred prior to the execution of this MOU.

3. Notices. Any notice provided to the Township hereunder shall be submitted in writing to:

Township of Mullica
Attn: Kimberly Johnson, Township Clerk
4528 South White Horse Pike
Elwood, New Jersey 08217
Email: kjohnson@mullicatownship.org

with copies to:

James E. Franklin, II, Esq.
Youngblood, Franklin & Sampoli, P.A.
Cornerstone Commerce Center
1201 New Road, Suite 230
Linwood, New Jersey 08221-1159
Email: jfranklin@youngbloodlegal.com

and

Joel M. Fleishman, Esq.
Fleishman Daniels Law Offices
646 Ocean Heights Avenue
Suite 103
Linwood, New Jersey 08221
Email: joel@fdlawllc.com

Notices to the Authority shall be submitted in writing to:

The Atlantic County Improvement Authority
Attn: John C. Lamey, Jr., Executive Director
1333 Atlantic Avenue, 7th Floor
Atlantic City, New Jersey 08401
Email: lamey_john@aclink.org

With copies to:

Randolph C. Lafferty, Esq.
Cooper Levenson
1125 Atlantic Avenue
Atlantic City, New Jersey 08401
Email: rlafferty@cooperlevenson.com

and

Kevin P. McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068
Email: kmcmanimon@msbnj.com

4. General. This MOU (i) shall be in effect unless and until the Township or the Authority terminates same; and (ii) may be amended or supplemented only by an instrument in writing executed by the Authority and the Township. The Township's obligation to fund the Preliminary Costs as provided in this MOU is not contingent upon the determination to undertake the construction of the New Municipal Complex Project and will survive the termination of this MOU. In the event either Party terminates this MOU, the Township shall be obligated to reimburse the Authority for fees and costs incurred through the date of termination.

5. Counterparts. This MOU may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Electronically transmitted (email) signatures pages delivered by counsel or either party shall be deemed an original and enforceable.

6. Governing Law. This MOU shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date first above written.

ATTEST:

TOWNSHIP OF MULLICA

BY: _____
Christopher Silva, Mayor

ATTEST:

THE ATLANTIC COUNTY
IMPROVEMENT AUTHORITY

BY: _____
John C. Lamey, Jr.,
Executive Director

**RESOLUTION OF THE ATLANTIC COUNTY IMPROVEMENT
AUTHORITY, ATLANTIC COUNTY, NEW JERSEY AUTHORIZING
THE EXECUTION OF MEMORANDUM OF UNDERSTANDING
RELATED TO THE
MULLICA TOWNSHIP MUNICIPAL COMPLEX PROJECT**

WHEREAS, the Township of Mullica (the “Township”) owns the Mullica Township Municipal Building and Police Department, located at 4528 South White Horse Pike, Elwood, New Jersey; and

WHEREAS, the Township is considering undertaking the construction of a new municipal complex for the Township’s municipal offices and police department (the “New Municipal Complex Project”); and

WHEREAS, the Township has requested assistance from the Authority in planning, financing and constructing the New Municipal Complex Project in order to take advantage of the Authority’s experience and expertise in undertaking such projects; and

WHEREAS, one of the purposes of the Authority, under the County Improvement Authorities Law, specifically N.J.S.A. 40:37A-54(a), is “the provision within the county . . . of public facilities for use by . . . any municipality within . . . such county . . . for any of their respective governmental purposes. . . .”; and

WHEREAS, pursuant to N.J.S.A. 40:37A-76(c), in connection with the New Municipal Complex Project, the Township may “do any and all things necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of any such public facility and cause services to be furnished to the authority of any character . . . and to incur the entire expense thereof”; and

WHEREAS, the Authority and the Township wish to engage in preliminary negotiations regarding the planning, financing and construction of the New Municipal Complex Project, with said preliminary negotiations to include the development of a project scope and project specifications, and preparation of a preliminary cost estimate associated therewith (collectively, the “Preliminary Steps”); and

WHEREAS, the Authority has agreed to undertake such Preliminary Steps and initially fund costs associated therewith (the “Preliminary Costs”), with the understanding that such Preliminary Costs will either be financed along with the construction of the New Municipal Complex Project or, if the Township elects not to proceed with such project, that the Township will reimburse the Authority for such costs; and

WHEREAS, the Parties desire to enter into a Memorandum of Understanding (the “MOU”) to set forth their respective obligations in connection with the Preliminary Steps and payment of the Preliminary Costs; and

WHEREAS, the Authority has determined to authorize Executive Director of the Authority (the "**Executive Director**") to execute the above-described documents and agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY, AS FOLLOWS:

1. The aforementioned recitals hereof are incorporated herein as though set forth at length herein.
2. The Authority is authorized to incur the Preliminary Costs.
3. The Executive Director is hereby authorized to execute the MOU in substantially the same form as that on file with the Authority.
4. This resolution shall take effect immediately.

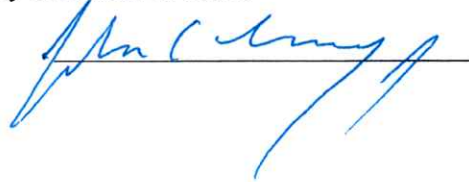
Roy M. Foster, Chairperson

Edwin G. Blake, Secretary

ADOPTED: November 12th, 2020

ATLANTIC COUNTY IMPROVEMENT AUTHORITY

I, John C. Lamey, Jr. Assistant Secretary of the Atlantic County Improvement Authority, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the 12th day of November 2020.



**TOWNSHIP OF MULLICA
RESOLUTION NO. 224-2020**

**RESOLUTION AUTHORIZING FILING AN EXCESS PROPERTY APPLICATION
WITH THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION
REQUESTING SALE OR OTHER TRANSFER OF BLOCK 3405 LOT 8 TO THE
TOWNSHIP OF MULLICA**

WHEREAS, due to the fact that the Mullica Township Municipal Building which was constructed between 1968 and 1975, needs to be replaced because it is antiquated, is in need of correction of structural, environmental, and other efficiency improvements for which remediation efforts have not been able to satisfactorily address; and

WHEREAS an opportunity exists to pursue with the Atlantic County Improvement Authority (the "Authority") for the Township of Mullica to contract with the Authority to design construct, build, and lease to the Township a new state of the art energy efficient municipal complex (the New Municipal Complex"); and

WHEREAS the State of New Jersey Department of Transportation (NJ DOT) owns Block 3405 / Lot 8 (the "Excess Property") which abuts the existing Township Hall between the site of the Township Hall and the White Horse Pike (Rt.30); and

WHEREAS Block 3405 / Lot 8 has not been used by or useful to NJDOT, it is the intent of the Township to request the State of New Jersey Department of Transportation to deed to the Township of Mullica the Excess Property no longer used or useful to the State of New Jersey, to be used by the Township for municipal public purposes as an integral part of the New Municipal Complex; and

WHEREAS the State of New Jersey has provided an application form to request the sale or distribution of Excess Property in the form attached hereto.

Now, therefore, it is hereby **Resolved** by the Township Committee of the Township of Mullica, County of Atlantic that It is in the public interest to complete and submit to the State of New Jersey an application to sell or otherwise transfer to the Township of Mullica Block 3405 / Lot 8; and

IT IS FURTHER RESOLVED that the Mayor is authorized to execute and deliver to the State of New Jersey the Excess Property Application form; and

IT IS FURTHER RESOLVED that the Property sub-committee, the Township Solicitor, and the Township Clerk are authorized to take such action as may be necessary to pursue the application; and

IT IS FURTHER RESOLVED that acceptance of the acquisition of the Excess Property shall be subject to enactment of an ordinance in compliance with N.J.S.A. 40A:12-5.

Adopted: November 24, 2020

CHRISTOPHER SILVA, MAYOR

ATTEST:

KIMBERLY JOHNSON, TOWNSHIP CLERK

MULLICA TOWNSHIP ATTACHMENT TO EXCESS LAND REQUEST

The Mullica Township Municipal Building ("Building") was constructed between 1968 and 1975 and is over fifty (50) years old. There are conditions within the Building which include water seepage into the interior walls, mold, defective flooring, and other problems which need to be addressed, and which have not been able to be wholly rectified through ongoing remediation efforts.

The Township Police Department is located in the basement of the Building to which handicap access is limited; and the age and condition of the Building is such that energy efficient mechanical, electrical, plumbing, heating, and air conditioning systems are not in place.

Mullica Township is pursuing with The Atlantic County Improvement Authority (ACIA) a lease purchase agreement whereby the ACIA will undertake construction of a new state of the art, energy efficient municipal complex to accommodate the Police Department, administrative offices, Township Committee meeting room and other public facilities.

To proceed, the Township is requesting that ownership of the excess property identified in the application be transferred to the Township of Mullica.

A certified copy of Resolution 224-2020 is attached.

Division of Right of Way and Access Management
Property Management Section

PO Box 600
Trenton, NJ 08625-0600
Or Fax to: (609) 530-2624

Excess Land Request

Instructions: Complete and return this form with a copy of a tax map or an NJDOT parcel map or a Google style satellite map, marking in red the area in which you are interested.

Requestor's Name Township of Mullica

Requestor's Address P.O. Box 317, 4528 White Horse Pike

City State Zip Elwood, NJ 08217

Email & Phone ChrisSilva@mullicatownship.org 609-

Identify Excess Land Location

Municipality & County Mullica Township/Atlantic County

AND Actual Block / Lot (s) Block 3405/Lot 8 Or Adjoining Block / Lot(s) _____

OR Actual NJDOT Route, Section and Parcel See attached Screenshot Map

OR GPS Coordinates (Decimal Lat & Long) _____
(Right click on location in Google map, select "What's Here")

Requestor Information (Check all that apply)

I/We wish to Lease Buy Remove Easement Buy Easement Study Wetland, Archaeology, etc.

Perform Hazmat Site Investigation Place Monitoring Well Remediate Hazmat

Other Donate to Mullica Township or sell to Mullica Township for normal consideration.

I/We own adjoining Block / Lot (s) 3405/Lots 5,6 and 7

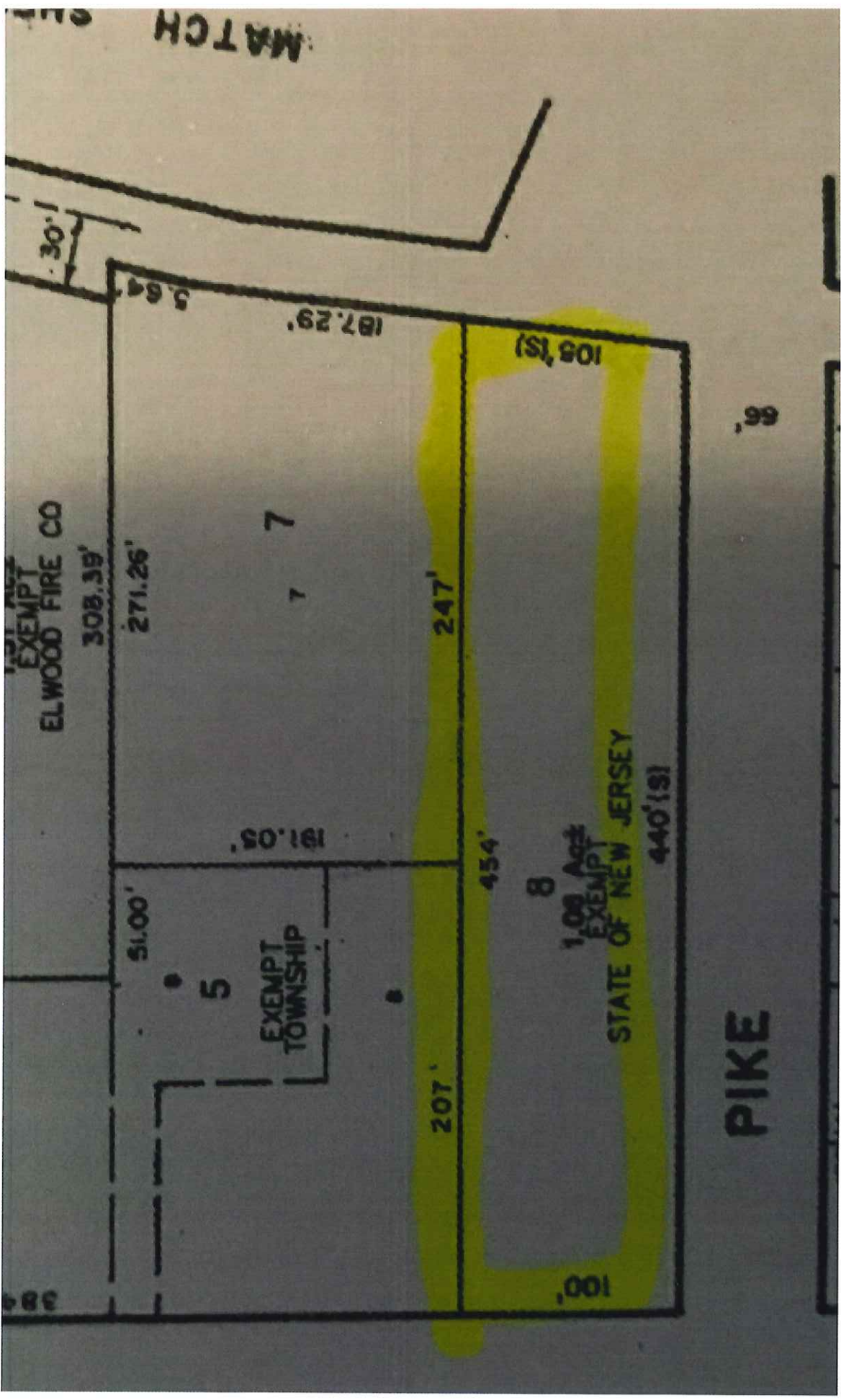
I/We intend to use this property for: See attached Statement

Certification

By signing this document I certify under the penalties for perjury that 1) I have disclosed any interest I have in any adjoining property; 2) I have disclosed the use to which I intend to put the property; 3) I am aware that I will be required to comply with the requirements of Public Law of 2005, Chapter 51 including the disclosure of campaign contributions as set forth in said law; 4) I understand that if approval is given for this transaction the State may include Appraisal Fees as part of the final price if applicable.

Signature _____ Date _____

Print Name Christopher Silva, Mayor



MATCH

EXEMPT
ELWOOD FIRE CO

308.39'

271.26'

51.00'

5

EXEMPT
TOWNSHIP

181.03'

7

187.29'

5.64'

207'

247'

454'

108 Ac±
EXEMPT
STATE OF NEW JERSEY

108'(S)

440'(S)

PIKE

66'

108'

30'

**TOWNSHIP OF MULLICA
RESOLUTION NO. 225-2020**

**APPROVING MEMORANDUM OF UNDERSTANDING
Mainland PBA Local No. 77**

WHEREAS, the Township Committee has reached an understanding with the New Jersey Policeman's Benevolent Association, Mainland PBA #77, for the partial resolution of PERC Arbitration AR-2020-502 (RETIRED PATROLMEN ANTHONY TRIVELLI AND ERIK CARRICARTE);

NOW THEREFORE BE IT RESOLVED, that the Committee authorizes the resolution of the grievance/Arbitration filed on behalf of Erik Carricarte as set forth in the Memorandum of Agreement attached hereto;

Adopted: November 24, 2020

LAWRENCE RIFFLE
DEPUTY MAYOR

ATTEST:

KIMBERLY JOHNSON
TOWNSHIP CLERK

Memorandum of Understanding

TOWNSHIP OF MULLICA
and
NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
MAINLAND LOCAL NO. 77
(MULLICA) RE: PERC
ARBITRATION AR-2020-502
(RETIRED PATROLMEN
ANTHONY TRIVELLI
AND ERIK CARRICARTE)

WHEREFORE the parties have agreed that AR-2020-502 (RETIRED PATROLMEN
ANTHONY TRIVELLI AND ERIK CARRICARTE) be partially resolved as follows:

1. The Township will immediately cease Chapter 78 contributions from Erik Carricarte
2. The Township agrees to reimburse Erik Carricarte \$4,000.00 by November 30, 2020 and \$4,000.00 by November 30, 2021 for past Chapter 78 Health Care Contributions.
3. Carricarte agrees to authorize the PBA to dismiss claims related to Carricarte from the above referenced Arbitration.
4. Carricarte agrees this is full and complete resolution of his claims for Chapter 78 Health Care contributions. Carricarte agrees that he waives all claims and will not seek anything further from the Township of Mullica, its elected officials, employees, agents or assigns related to his payment of Chapter 78 Health Care Contribution.

For the Township of Mullica

LARRY RIFFLE, DEPUTY MAYOR

For Mainland PBA 77 Mullica Township

President's Representative
11-16-20

11-12-20
ERIK CARRICARTE

**TOWNSHIP OF MULLICA
RESOLUTION NO. 226-2020
RESOLUTION INSERTING AN ITEM OF REVENUE IN THE 2020 BUDGET
DRIVE SOBER OR GET PULLED OVER**

WHEREAS, NJSA 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 an item of appropriation of equal amount,

WHEREAS, the Township of Mullica has been awarded a \$6,000.00 Grant from the NJ Department of Public Safety, Division of Highway Traffic Safety and wishes to amend its 2020 Budget to include this amount as revenue.

SECTION 1:

NOW THEREFORE BE IT RESOLVED, that the Township of Mullica County of Atlantic hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2020:

Miscellaneous Revenue
Special Items of General Revenue Anticipated with Prior
Written Consent of the Director of Local Government
Services:

State of New Jersey, Department of Law and Public Safety
Division of Highway Traffic Safety
Drive Sober or Get Pulled Over Year-end Grant

SECTION 2:

BE IT FURTHER RESOLVED, that a like sum of \$6,000 is hereby appropriated under the caption of:

General Appropriations
(a) Operations Excluded from 5% Caps Public and Private
Program Off-Set by Revenues:

State of New Jersey, Department of Law and Public Safety
Division of Highway Traffic Safety
Drive Sober or Get Pulled Over

Adopted: November 24, 2020

CHRISTOPHER SILVA
DEPUTY MAYOR

KIMBERLY JOHNSON
TOWNSHIP CLERK

TOWNSHIP OF MULLICA

Request for Proposal for Vehicle Maintenance & Repairs

NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN that Proposal are being solicited the Township Purchasing Agent/Chief Financial Officer, for the Township of Mullica, County of Atlantic, State of New Jersey, for Vehicle Maintenance and Repairs. Deadline for submission is Wednesday, December 16, 2020 by 10:00 am.

Information may be obtained at the Mullica Township Municipal Building, during regular business hours, 9:00 am to 4:30pm. The request for Proposal available on the Township Website:
www.mullicatownship.org

Vendors are required to comply with the requirements of N.J.A.C. 17:27 et seq. A copy of your NJ Business Registration Certificate shall be included with your Proposal, unless you already have on one file with the Township of Mullica.

Kimberly Johnson, RMC

Website Publication date: Monday, November 30, 2020

Instructions To Vendors And Statutory Requirements

I. SUBMISSION OF PROPOSAL

- A. Sealed Proposal must be received by Wednesday, December 16, 2020 by 10:00 am at the Township Municipal Building, 4528 White Horse Pike, Elwood.
- C. The Proposal shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the vendor written on the face of the envelope, and (3) clearly marked with the contract title.

- D. It is the vendor's responsibility to insure Proposal are presented to the owner at the time and at the place designated. Proposal may be hand delivered or mailed; however, the owner disclaims any responsibility for Proposal forwarded by regular or overnight mail. If the Proposal is sent by express mail service, the contract title must also appear on the outside of the express mail envelope.
- E. All prices and amounts must be written in ink or preferably machine-printed. Proposal containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Proposal, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the Proposal must be initialed in ink by the person signing the Proposal.
- G. Each Proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the vendor, and be signed by an authorized representative as follows:
- Proposal by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Proposal by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Proposal by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by vendors. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Vendor should consult the statutes or legal counsel for further information.

II. INTERPRETATION AND ADDENDA

- A. The vendor understands and agrees that its Proposal is submitted on the basis of the specifications prepared by the owner. The vendor accepts the obligation to become familiar with these specifications.

Questions regarding this request for Proposal may be addressed to: Dawn Stollenwerk, CFO/QPA Phone: (609) 561-7070 ext 111 or via email: dstollenwerk@mullicatownship.org.

- C. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the vendor on a separate sheet and submitted with the Proposal form. In the absence of any exceptions by the vendor, it will be presumed and required that the goods and services as described in the Proposal specification be provided or performed.
- D. In submitting its Proposal, the vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful vendor shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

III. INSURANCE AND INDEMNIFICATION

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 claims which may arise out of or 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.

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

The schedule of insurance and limits of liability for the insurance shall provide coverage for not less than the amounts contained in "A. INSURANCE SCHEDULE" or greater where required by law.

A. INSURANCE SCHEDULE

The "Contractor" shall provide at its own cost and expense proof of the following insurance to the "Municipality":

1. Worker's Compensation Insurance Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

2. General Liability Insurance

General liability insurance shall be provided with a 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 Township of Mullica shall be named as "Additional Insured". 3.

Automotive Liability Insurance

With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.

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 the 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 of the applicable insurance coverage.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. 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 the 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 of the applicable insurance coverage.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION & WAIVER OF SUBGROGATION

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 guarding the work 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.

Contractor hereby grants to the Municipality a waiver of any right to subrogation which any insurer or contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Worker's compensation policy shall be endorsed with a waiver of subrogation in favor of the Municipality for all work performed by the contractor, its employees, agents and subcontractors.

V. PRICING INFORMATION FOR PREPARATION OF PROPOSAL

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item Proposal to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for Proposal. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All Proposal submitted shall have included this cost.
- D. Vendors shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VI. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this Proposal and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this Proposal specification.

1. Goods and Services (including professional services) Contracts

Each 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:

- i. 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
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) 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.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the Proposal or accompanying the Proposal of said corporation or partnership. Vendors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the Proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the Proposal.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each vendor (contractor) submit proof of business registration with the Proposal. Proof of registration shall be a copy of the vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. POLITICAL DISCLOSURE CERTIFICATION

Contractor shall be required to comply with the Township of Mullica Ordinance 9-2011 which establishes limits on political contributions made by individuals or business entities seeking to or perform business with the Township of Mullica. A statement from the professional business entity or vendor, made under penalty of perjury, that the bidder or offer or has not made a contribution in violation of Section 2 of the Township Ordinance will be required to be submitted with the Proposal. A copy of the complete ordinance may be viewed on the Township website: www.mullicatownship.org. Proposal submitted without the Political Disclosure Certification form will not be considered.

VII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this Proposal shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base Proposal only, it shall be made to that responsible vendor submitting the lowest base Proposal.
- C. If the award is to be made on the basis of a combination of a base Proposal with selected options, it shall be made to that responsible vendor submitting the lowest net Proposal.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful vendor. Terms of the specifications/Proposal package prevail. Vendor exceptions must be formally accepted by the owner.

VIII. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are

transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original Proposal/contract. Any change shall be approved by the Owner.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

IX. PAYMENT

A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.

B. As per N.J.S.A. 2A:30A-2a, the Township of Mullica operates under the "alternative procedure", therefore the following provisions apply:

The 20th calendar day deadline of the default procedure to approve and certify, or decide to withhold full or partial payment is deferred until the public meeting following 20 calendar days of the billing date, at which time the bill must be approved for payment or notice provided as to why the bill or any portion of it will not be approved.

If the billing is approved, the 30-day payment requirement of the default is replaced by the requirement that the bill be paid in the payment cycle following the meeting.

C. The Township of Mullica defines the billing date for payment, final and retainage payments as "the date the bill is received by the local unit".

X. SPECIFICATIONS

GENERAL SPECIFICATIONS

Vehicle Maintenance and Repair

GENERAL:

This document is an invitation for sealed proposals to qualified individuals or organizations to provide vehicle maintenance and repair to the Township of Mullica.

The Township of Mullica has approximately nineteen (28) vehicles. These vehicles are located at 4528 White Horse Pike, Elwood, New Jersey. See attached schedule of vehicles (Attachment #1).

REQUIREMENTS:

SCOPE:

1. The Township shall be under no obligation to furnish any vehicles. The intent of this contract is the service and repair of the vehicles described in Attachment #1 as needed. The Township reserves the right to add and remove vehicles throughout the life of the contract.

MECHANICS AND EQUIPMENT:

1. Contractor agrees that all work will be performed by competent mechanics, experienced and qualified to work on the specified type of equipment. All work will be performed in accordance with the best commercial practices and without unnecessary delays. The contractor must have available suitable modern equipment necessary for the satisfactory execution of any repair job, including all gauges and checking tools necessary to make precision adjustments when required and all special repair tools for the proper servicing of the equipment call for under this contract.

PARTS AND MATERIALS:

1. ALL MATERIALS, PARTS OR ACCESSORIES SUPPLIED BY THE CONTRACTOR SHALL BE NEW AND OF EQUAL QUALITY TO ORIGINALLY MANUFACTURED ITEMS. No parts, materials or accessories will be used that might violate any manufacturers warranties. When the vehicle's warranty is not involved, the authorized representative of the Township of ownership may authorize use of rebuilt assemblies when such is standard industry practice and the rebuilt item carries the same warranty as a new assembly or sub-assembly. Any part removed is Township property and shall be returned or disposed of as directed unless new part prices are predicated upon an exchange basis. Rebuilt or remanufactured parts can be used subject to approval.

REPAIR REQUIREMENTS:

1. All work, with the exception of regular preventative maintenance, is to be completed within two (2) working days upon delivery of the vehicle. Preventive Maintenance shall be completed within one (1) working day. Any extension of this time must have prior approval.
2. If more than one vehicle is being repaired at the same time, then the turnaround time shall mean two (2) days per vehicle, with the exception of preventative maintenance.

WORK PERFORMANCE:

1. Type of work to be performed will cover all types of mechanical repairs normally performed on passenger vehicles used as police vehicles.
2. This repair service will include repairs, replacements, adjustments and/or overhaul of minor and major components.
3. Vehicle repair service refers to mechanical repairs and does not include any type of body repair.

REPAIRS:

1. For repairs performed on vehicles not covered by an applicable current flat rate, an estimate of the number of hours required to perform the service shall be supplied by the contractor at the time the vehicles covered by this contract are entered into the shop. No work is to be performed without the approval of the Chief of Police or Superintendent of Public Works of Mullica

Township, or his/her designee, whichever is appropriate. When the estimated cost of repair appears unreasonable in view of price/cost experience and other prevailing estimates, the Township reserves the right to obtain services on the open market.

PREVENTATIVE MAINTENANCE:

1. Preventative maintenance items include but are not limited to: oil and filter changes, fluid checks, tire pressure, lights, belts, hoses, rear differential, brakes and tire rotation. Normal intervals for maintenance items are every 5,000 miles per vehicle.

INVOICING:

1. An itemized invoice showing all parts, part numbers, labor hours, repairs required, services supplied and applicable discounts shall be presented to the Township at the time work is completed and vehicle is picked up along with vehicle number, license plate number, odometer reading and date work is performed. The Township representative shall be required to sign invoice.

PAYMENT:

1. Payments under this contract shall be made for all goods and services provided based on a consolidated billing schedule on a monthly basis. Payments will be made utilizing the Township of Mullica's purchase order system and invoices received to date, and will be submitted on the appropriate bill list approved by the Township Committee.

CONTRACT TERM:

1. The term of this contract shall be from January 1, 2021 to December 31, 2022.

FORMS

PROPOSAL DOCUMENT CHECKLIST

Initial **each**

Required bowner y Submission Requirement required and if requiredm entry submit the item

<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Proposal Form	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input type="checkbox"/>	Proof of Business Registration	
<input type="checkbox"/>	Political Contribution Disclosure Form	

PROPOSAL FORM

Vehicle Repair and Maintenance for the Township of Mullica

(Contract Title and Bid Number, if applicable)

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above stated project, for which bids were advertised to be opened and read in public on the date advertised, Wednesday, December 14, 2020 at 10:00 am, at Mullica Township Municipal Building, 4528 White Horse Pike, Elwood, New Jersey 08217 and proposes to furnish and deliver the above goods/service pursuant to the bid specification and made part hereof:

For a bid to be considered, a labor manual must be identified:

Bidder will use the _____ (fill in labor manual) in determining the repair times.

VEHICLE REPAIR – DO YOU OFFER SERVICE FOR THE FOLLOWING:

Wheel alignment & balancng Yes _____ No _____ Transmission
 Yes _____ No _____ Air Conditioning Yes _____ No _____
 Brakes Yes _____ No _____
 Engine & Drive Train Yes _____ No _____
 All makes & models listed on Schedule of Vehicles Yes _____ No _____

APPOINTMENT:

Do you require advanced notice for scheduling of vehicles for inspection and repairs? Yes _____ No _____
If yes, state amount of notice required _____

BUSINESS HOURS:

State your regular business hours _____ am to _____ pm.

WARRANTY:

State length of time of warranty for parts _____ labor _____ Submit terms and conditions of warranty with bid.

Would you permit the Township to supply parts for necessary repairs and only charge for labor? Yes _____ No _____
If YES, what is your labor rate per hour \$ _____

Would you provide towing services to Township vehicles?

Yes _____ No _____ Cost \$ _____

RATES:

Vehicle Repair Hourly Rate: \$ _____ (A)

Vehicle Maintenance Rate for Police Vehicles:

Oil Change, Filter, Check Fluids & Tires (multi-blend synthetic oil only) \$ _____ (a)
Check lights, belts, hoses & rear differential \$ _____ (b)
Tire Rotation, Brake check \$ _____ (c)
Tire Repair \$ _____ (d)

Sub - Total and Average (a + b + c + d) / 4 \$ _____ (B)

Percent Discount for parts Compared to Mfg. Sugg. Retail Price % _____ % (C)

TOTAL:

Calculate (A) + (B) - (C) \$ _____

Brakes (per axel) Labor Rate: \$ _____
(Police vehicles only. Include replacement of pads, rotors, inspection & replacement of calipers, if needed.)

Price for Oil Change, Filter, Check Fluids & Tires for Police Vehicles if Township supplies all parts & supplies: \$ _____

The undersigned is a corporation, partnership, individual (circle one) under the laws of the State of New Jersey having its principal office at: _____

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent/Title

Type or Print Name

Telephone Number

Date

Fax Number

E-mail address

*Township of Mullica
PO Box 317
Elwood, New Jersey 08217*

**Ordinance 9-2011 Vendor Certification and Disclosure of Political Contributions
Effective August 9, 2011**

All Bidders (Vendors) shall complete this Certification and Disclosure form and submit it, together with their Proposal, to the Township of Mullica. Proposal that do not include this form will be disqualified without evaluation.

VENDOR: _____

This certification is submitted to the Township of Mullica (hereinafter "the Township") in order to induce the Township to accept the Vendor's Proposal, with knowledge that the Township is relying on the truth of statements contained herein.

For the purpose of this Certification:

"Professional Business Entity" or "Vendor" - mean an individual seeking a public contract, including the individual's spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition includes all principals who own 10% or more of the equity in the corporation of business trust, partners, and officers (in the aggregate) employed by the entity of vendor, as well as any subsidiaries directly controlled by the business entity or vendor.

"Contribution" - means either of the following:

1. A contribution of money, or pledge of a contribution, including in-kind contributions, reportable by an individual of over \$300 each for any purpose to any candidate for Township Committee, or \$300 to the Township of Mullica party, or \$500 to the Atlantic County party committee or to any continuing political committee (CPC) referenced in Ordinance 9-2011, adopted by the Township of Mullica Committee on August 9, 2011.
2. A contribution of money, or pledge of a contribution, including in-kind contributions, by any group of individuals meeting the definition of "Professional Business Entity" or "Vendor" outlined above, including such principals, partners, and officers of the entity of vendor in the aggregate, may not annually contribute for any purpose in excess of \$2,500 to all Township of Mullica candidates and officeholders with ultimate responsibility for the award of the contract, and all Township of Mullica or Atlantic County political parties and CPCs referenced in Ordinance 9-2011 combined.

I hereby certify as follows:

Subject to the provisions of Section 2 of Ordinance 9-2011:

1. The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Vendor listed above has not solicited or made any reportable contributions of money, pledge of contributions, including in-kind contributions, company or organization contributions, as set for below that would bar the award of a contract to the Vendor, pursuant to the terms of Ordinance 9-2011.
2. Within one calendar year immediately preceding the date of the contract or agreement, the Business Entity has not solicited or made any contributions in excess of the thresholds specified in Ordinance 9-2011, Section 2 subsection c to:
 - a. Any Municipal candidate or holder of public office having ultimate responsibility for the award of a contract;
 - b. Any Township of Mullica or Atlantic County party committee;
 - c. Any continuing political committee (CPC) that regularly engages in the support of municipal or county elections and/or municipal or county parties.
3. The Professional Business Entity or Vendor shall have a continuing duty to report any violations of Ordinance 9-2011 that may occur during the negotiation, Proposal process or duration of a contract.

Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the Vendor will be liable for any penalty permitted under law.

Name of Professional Business Entity/Vendor: _____ Signature

of Affiant: _____

Printed Name of Affiant: _____

Title: _____ Date: _____

<p>Subscribed and sworn before me the ____ day of _____</p> <p>2_____.</p> <p>My Commission expires:</p>	<p>_____ (Witness or attested by) _____</p> <p>_____ (Seal)</p>
--	---

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY AFFIRMATIVE ACTION LANGUAGE)
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

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

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

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

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

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

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of Mullica, (hereafter "owner" or "Municipality") hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward

or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____
_____, 20____ (Affiant)

(Notary Public) _____
(Print name & title of affiant) My Commission expires:
(Corporate Seal)

EQUIPMENT CERTIFICATION

The undersigned Vendor hereby certifies as follows:

The vendor owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Vendor: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2020 by and between Mullica Township, P.O. Box 317, Elwood, NJ 08217, a body corporate and politic, existing under and by virtue of the Laws of the State of New Jersey, hereinafter referred to as the TOWNSHIP, party of the first part,

A
N
D

Contractor, a Business, with its principal office at Address, hereinafter called the CONTRACTOR, party of the second part.

WITNESSETH:

That the CONTRACTOR, for and in consideration of the payments made to it by the TOWNSHIP, at the time and in the manner hereinafter set forth does hereby agree to provide vehicle repair and maintenance services in strict accordance with the specification attached hereto and made a part hereof, and in accord with Proposal of the CONTRACTOR, a copy of which is also attached hereto and made a part hereof and as submitted to the TOWNSHIP and awarded to the CONTRACTOR.

The Notice to Vendors, Instructions to Vendors, Technical Specifications, Forms and Instruction, General Conditions, if any Supplemental Conditions, if any, are all incorporated by reference and comprise the contract documents.

In consideration of the faithful performance of this contract, and its covenants and agreements entered into in the furnishing and delivering of service as herein provided, and the acceptance thereof by the TOWNSHIP, the TOWNSHIP does hereby agree to pay to the CONTRACTOR, in accordance with the payment schedule established in the specification and upon presentation of a verified voucher, the total sum not to exceed \$ XXXXXX

IN WITNESS WHEREOF the parties have caused these presents to be signed by their duly authorized officers and sealed with their seals, the day and year first above written.

OWNER/MUNICIPALITY:
The Township of Mullica

CONTRACTOR:

By: _____
Kimberly Johnson, Township Clerk

Attest : _____
Dawn M. Stollenwerk, CFO/QPA

Attachment 1 - Township of Mullica Vehicle Listing

Description	Department	Serial No
FORD F-250 TRUCK 2016	PUBLIC WORKS	1FT7X2B6XGEA59643
GMC DUMP MEDIUM DUTY 2000	PUBLIC WORKS	VIN 11DP/HIC3YJ521104
ATV, POLARIS RANGER MOTOR SCOOTER UTV	POLICE	FE483052380198
FORD EXPEDITION 2016 (BLACK)	POLICE	1FMJU1GT3GEF43592
LMTV CARGO VEHICLE, 1997	POLICE	A-T004827ECBF
FORD TAHOE, 2019	POLICE	1GNSKDEC6KR384224
FORD TAHOE, 2019	POLICE	1GNSKDEC4KR383105
FORD TAHOE, 2019	POLICE	1GNSKDEC9KR383410
FORD INTERCEPTOR SEDAN, 2018	POLICE	1FAHP2MK3JG139107
FORD INTERCEPTOR UTILITY, 2018	POLICE	1FM5K8AR5JGC56456
POLICE INTERCEPTOR UTILITY, 2018	POLICE	1FM5K8AR7JGC56457
FORD F550 DUMP TRUCK, 2020	PUBLIC WORKS	1FDJF5HTXLD A02262
FORD POLICE INTERCEPTOR UTILITY 2020	POLICE	1FM5K8AB7LGC36859
FORD POLICE INTERCEPTOR UTILITY 2020	POLICE	1FM5K8AB3LGC36860
FORD F250 2005 SUPER DUTY	PUBLIC WORKS	1FTSX21Y55EB30337
FORD F550, 2005	PUBLIC WORKS	1FDAF57P85EC06997
FORD F250 2007	PUBLIC WORKS	VIN 1FTSF21Y87EA68566
CHEVY TAHOE, 2015	POLICE	1GNSK2EC8FR596293
CHEVY TAHOE, 2015	POLICE	1GNSK2EC0FR596272
FORD F450 2011	PUBLIC WORKS	1FDU4HY3CEC98872
FORD INTERCEPTOR 2014	POLICE	
FORD INTERCEPTOR, 2013	POLICE	1FM5K8AR5EGA60457
FORD INTERCEPTOR, SUV 2016	POLICE	1FM5K8AR0GGA29166
CHEVY TAHOE, 2012	POLICE	1GNSK2E0XCR324104
DODGE CHARGER, 2010	POLICE	VIN 2B3AA4CT2AH253754
DODGE CHARGER, 2010	POLICE	VIN 2B3AA4CT4AH253755
DODGE CHARGER, 2011	POLICE	2B3CL1CT5BH600562
DODGE CHARGER, 2012	POLICE	2C3CDXAT0CH205034

P.O. Type: All
Range: First to Last
Format: Condensed

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01147	ALICEA, MIRIAM	20-00749	07/01/20	JULY-NOVEMBER COURT SESSIONS	Open	600.00	0.00		
01982	ATLANTIC CITY ELECTRIC	20-00383	06/01/20	MAY-DECEMBER SERVICES	Open	5,338.30	0.00		B
05271	CASA PAYROLL SERVICES, LCC	20-00449	06/01/20	JUNE-DECEMBER SERVICES	Open	162.95	0.00		B
08237	DIMEGLIO SEPTIC, INC.	20-00433	06/08/20	JUNE-DECEMBER SERVICES	Open	65.00	0.00		B
09247	DORAN ENGINEERING	20-00730	10/16/20	EITEL GRADING PLAN	Open	100.00	0.00		
15665	GARDEN STATE HIGHWAY PRODUCTS	20-00740	08/05/20	DEAD END SIGN	Open	60.00	0.00		
15672	G & P FLOOR MAINTENANCE	20-00387	06/01/20	JUNE-DECEMBER SERVICES	Open	425.00	0.00		B
287	A.E. STONE INC	20-00741	10/20/20	COLD PATCH	Open	562.50	0.00		
31846	MGL PRINTING SOLUTIONS	20-00473	06/23/20	2021 dog tags	Open	240.00	0.00		
		20-00728	09/03/20	ORDINANCE BOOK	Open	215.00	0.00		
						455.00			
32657	TOWNSHIP OF GALLOWAY	20-00737	10/26/20	ADDT'L NETMOTION LICENSE	Open	1,020.00	0.00		
34299	VERIZON	20-00416	05/01/20	MAY-DECEMBER SERVICES	Open	91.12	0.00		B
34302	VERIZON WIRELESS	20-00376	06/01/20	JUNE-DECEMBER SERVICES	Open	585.77	0.00		B
39466	EAGLE POINT GUN	20-00732	10/23/20	AMMUNITION	Open	2,520.10	0.00		
48225	SOUTH JERSEY GAS COMPANY	20-00381	06/01/20	JUNE-DECEMBER SERVICES	Open	129.11	0.00		B
48709	STAPLES CONTRACT & COMMERCIAL	20-00714	10/06/20	PRINTER/ZONING	Open	92.17	0.00		
		20-00726	10/14/20	OFFICE SUPPLIES POLICE	Open	81.93	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
48709	STAPLES CONTRACT & COMMERCIAL			Continued					
		20-00739	10/16/20	office/janitorial supplies	Open	412.81	0.00		
						586.91			
49870	EUROFINS QC								
		20-00735	10/27/20	LANDFILL MONITORING 3RD QTR	Open	970.00	0.00		
50113	THE DAILY JOURNAL								
		20-00731	10/20/20	10/21 PUBLICATIONS	Open	129.27	0.00		
54678	VAL-U AUTO PARTS								
		20-00431	06/01/20	JUNE-DECEMBER PURCHASES	Open	932.92	0.00		B
55474	VITAL COMMUNICATIONS, INC.								
		20-00647	09/15/20	NOTICE OF ASSESSMENT CARDS	Open	1,430.45	0.00		
57273	W.B. MASON CO., INC.								
		20-00721	10/21/20	PPE/DISINFECTANTS	Open	1,289.99	0.00		
63968	LAWROW ELECTRIC & PLUMBING SUP								
		20-00706	09/28/20	drill bits	Open	11.65	0.00		
ATLAN070	ATLANTIC TOMORROW'S OFFICE								
		20-00729	10/01/20	COPIER MAINTENANCE	Open	27.38	0.00		B
CO002	ATLANTIC COUNTY UTILITES AUTH.								
		20-00425	06/08/20	OCTOBER SERVICES	Open	35,688.11	0.00		
ELWOOD005	ELWOOD VALERO								
		20-00745	11/07/20	fuel	Open	110.00	0.00		
EPICE005	EPIC ENVIRONMENTAL SERVICES								
		20-00707	10/14/20	IAQ SERVICES	Open	1,458.00	0.00		
HYWAY005	HY-WAY MOTORS, INC.								
		20-00498	07/01/20	JULY-DECEMBER SERVICES	Open	3,004.51	0.00		B
JASIN005	JASINKSKI								
		20-00561	06/01/20	JUNE SERVICES	Open	5,640.00	0.00		
		20-00632	07/01/20	JULY SERVICES	Open	3,870.00	0.00		
						9,510.00			
JSFES005	JS FESMIRE HAULING, INC.								
		20-00727	09/01/20	freon removal	Open	200.00	0.00		
MAJES005	MAJESTIC OIL COMPANY, INC.								
		20-00478	06/01/20	JUNE-DECEMBER PURCHASES	Open	2,183.40	0.00		B
MARTI010	MARTIN A ACKLEY ASSOCIATES INC								
		20-00652	09/21/20	DARMSTADT #1 PROJECT TESTING	Open	1,725.00	0.00		
MUNIC005	MUNICIPAL CAPITAL FINANCE								
		20-00545	07/22/20	SAVIN MP3055SP COPIER LEASE	Open	88.08	0.00		B

Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
NJ019		NJ STATE HEALTH BENEFITS FUND					
20-00412	06/03/20	NOVEMBER PREMIUM	Open	64,869.05	0.00		
SERP010		SERVPRO OF ATLANTIC CITY					
20-00659	09/22/20	FIREHOUSE/ELECTION CLEANING	Open	680.00	0.00		

Total Purchase Orders: 37 Total P.O. Line Items: 0 Total List Amount: 137,009.57 Total Void Amount: 0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Current Fund	0-01	129,581.34	0.00	129,581.34	0.00	0.00	129,581.34
Grant Fund	G-02	7,025.92	0.00	7,025.92	0.00	0.00	7,025.92
Trust Fund	T-03	402.31	0.00	402.31	0.00	0.00	402.31
Total of All Funds:		<hr/> 137,009.57	0.00	137,009.57	0.00	0.00	137,009.57

P.O. Type: All
Range: First to Last
Format: Condensed

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02666	BARRETT ASPHALT CORPORATION	20-00755	11/04/20	CRUSHED CONCRETE	Open	54.45	0.00		
05271	CASA PAYROLL SERVICES, LCC	20-00449	06/01/20	JUNE-DECEMBER SERVICES	Open	150.65	0.00		B
09247	DORAN ENGINEERING	20-00748	10/29/20	DOLLAR GENERAL ESCROW	Open	2,507.00	0.00		
17281	GRAINGER INDUSTRIAL SUPPLY	20-00751	10/27/20	DPW SAFETY ITEMS	Open	109.79	0.00		
26498	CRYSTAL SPRINGS	20-00437	06/01/20	JUNE-DECEMBER SERVICES	Open	170.13	0.00		B
3332	MAGUIRE & MAGUIRE, P.C.	20-00391	05/01/20	MAY-DECEMBER SERVICES	Open	187.50	0.00		B
		20-00760	10/01/20	OCTOBER ESCROW SERVICES	Open	196.00	0.00		
						383.50			
33469	THE HAMMONTON GAZETTE	20-00747	11/04/20	NOVEMBER PUBLICATIONS	Open	367.04	0.00		
		20-00763	11/01/20	NOVEMBER PUBLICATIONS	Open	216.07	0.00		
						583.11			
45204	JAMES M. RUTALA ASSOCIATES LLC	20-00768	11/01/20	GRANT SERVICES	Open	1,050.00	0.00		
48492	UNITEDHEALTHCARE INSURANCE CO	20-00482	06/29/20	JULY-DECEMBER PREMIUM	Open	873.60	0.00		B
50158	THE PRESS OF ATLANTIC CITY	20-00754	10/01/20	MEETING ADVERTISEMENTS	Open	152.64	0.00		
55474	VITAL COMMUNICATIONS, INC.	20-00395	06/01/20	JUNE-DECEMBER SERVICES	Open	210.00	0.00		B
64006	FLEISHMAN DANIELS LAW OFFICES	20-00770	11/17/20	MUNICIPAL BUILDING PROJECT	Open	1,792.72	0.00		
AMAZ005	AMAZON	20-00766	10/01/20	OCTOBER/NOVEMBER PURCHASES	Open	483.99	0.00		
COMCA005	COMCAST	20-00434	06/08/20	JUNE-DECEMBER SERVICES	Open	438.87	0.00		B
COMCA010	COMCAST BUSINESS	20-00440	06/10/20	JULY-DECEMBER SERVICES	Open	391.57	0.00		B

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
DEMIC005	DEMICHELE & DEMICHELE, P.C.	20-00390	05/01/20	MAY-DECEMBER SERVICES	Open	1,000.00	0.00		B
EMP09	CAPPUCCIO, BERTHA	20-00772	11/18/20	MILEAGE REIMB - MAIL PICKUP	Open	14.38	0.00		
EMP23	LUPINETTI, ANN	20-00771	11/18/20	2020 MILEAGE REIMBURSEMENT	Open	49.88	0.00		
EMP28	PENNESE, ROBERT A.	20-00557	07/24/20	2020 MEDICARE REIMBURSEMENT	Open	3,470.40	0.00		
EMP34	STOLLENWERK, DAWN	20-00773	11/18/20	2020 MILEAGE REIMBURSEMENT	Open	45.70	0.00		
FREDE005	FREDERICK DECLEMENT, ESQ	20-00564	05/01/20	MAY-DECEMBER SERVICES	Open	550.00	0.00		B
MAJES005	MAJESTIC OIL COMPANY, INC.	20-00478	06/01/20	JUNE-DECEMBER PURCHASES	Open	1,133.63	0.00		B
NJ020	NJ DEPT OF HEALTH & SENIOR SRV	20-00743	10/30/20	OCTOBER FEES	Open	1.20	0.00		
SCIUL005	SCIULLO ENGINEERING SERVICES	20-00756	11/10/20	DARMSTADT #1 THRU 11/1/20	Open	317.50	0.00	c9000003	C
TWP16	GREATER EGG HARBOR REGIONAL	20-00513	07/06/20	2020 LEVY INSTALLMENT - NOV	Open	170,258.94	0.00		
TWP17	MULLICA TWP BOARD OF EDUCATION	20-00466	06/16/20	LEVY PAYMENT NOVEMBER	Open	401,328.00	0.00		
YOUNG010	YOUNGBLOOD FRANKLIN SAMPOLI &	20-00388	06/01/20	MAY-DECEMBER RETAINER	Open	2,564.83	0.00		B
		20-00389	05/01/20	MAY-DECEMBER SERVICES	Open	2,985.00	0.00		B
						5,549.83			
<hr/> Total Purchase Orders: 30 Total P.O. Line Items: 0 Total List Amount: 593,071.48 Total Void Amount: 0.00									

Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
Current Fund	0-01	589,281.62	0.00	589,281.62	0.00	0.00	589,281.62
Capital Fund	C-04	317.50	0.00	317.50	0.00	0.00	317.50
Grant Fund	G-02	385.00	0.00	385.00	0.00	0.00	385.00
Trust Fund	T-03	3,087.36	0.00	3,087.36	0.00	0.00	3,087.36
Total of All Funds:		593,071.48	0.00	593,071.48	0.00	0.00	593,071.48