

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 25, 2015**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231

FLAG SALUTE

ROLL CALL: Dewees, Lischin, Murray, O’Neill, Perri, Piergiovanni, Travagline

APPROVAL OF MINUTES –February 10, 2015; February 12, 2015; and February 19, 2015

COMMITTEE REPORTS

Councilman Perri

Insurance and Safety, Sewer Inter Local, Planning Board, Senior Citizens

Councilman O’Neill

Fire Department/EMS, Court/Violations, FAN, Library, Economic Development, Shared Services

Councilman Piergiovanni

Chamber of Commerce, Municipal Alliance

Councilman Dewees

Buildings/Grounds, Birch Grove, Public Works, Little League/Babe Ruth, Northfield School

Councilman Murray

Finance/Collections, Inspections/Engineering, Veterans Park, County/State

Councilman Lischin

Technology, Cultural Committee, Mainland Regional, Green Team

MAYOR’S REPORT

CITY ENGINEER’S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

- 51-2015** To Approve an Application for Use of Facilities
- 52-2015** Authorization for Negotiated Settlement
- 53-2015** To Authorize the Sale of Surplus Property No Longer Needed for Public Use on an Online Auction Website
- 54-2015** Appointment of Paul Newman as Acting Chief of Police for the City of Northfield
- 55-2015** Community Block Development Grant-Birch Grove ADA
- 56-2015** A Resolution Providing For An Executive Session Not Open To The Public In Accordance With The Provisions Of The New Jersey Open Public Meetings Act,

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 25, 2015**

- 57-2015** N.J.S.A. 10:4-12B(4), Regarding Contract Negotiations For Mainland PBA, Local 77 Authorization for the Mayor of the City of Northfield to Execute a Memorandum of Understanding with Mainland PBA Local No. 77 for the Purpose of Amending the January 1, 2014 through December 31, 2017 Contract
- 58-2015** A Resolution Providing For An Executive Session Not Open To The Public In Accordance With The Provisions Of The New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12B(4), Regarding Contract Negotiations with South Jersey Gas

ORDINANCES

- 4-2015** An Ordinance Granting Renewed Consent And Permission To South Jersey Gas Company To Use The Public Streets To Furnish Gas For Light, Heat And Power In The City Of Northfield
*2nd Reading/7:00PM Public Hearing/Final Adoption
Publication in the Press of AC 2/28/2015*
- 5-2015** An Ordinance Amending Chapter 43 and Chapter A376 of the Code of the City of Northfield
*2nd Reading/7:30PM Public Hearing/Final Adoption
Publication in the Press of AC 2/28/2015*
- 6-2015** An Ordinance Providing For And Establishing Salary Ranges Of Officers And Employees Of The City Of Northfield And Repealing All Ordinances Heretofore Adopted, The Provisions Of Which Are Inconsistent Herewith
*Introduction/No Public Input/Published in the Press of AC 2/28/2015
2nd Reading/Public Hearing/Final Adoption 3/10/2015*
- 7-2015** An Ordinance To Amend The Code Of The City Of Northfield By Adding A New Chapter 229 To Be Entitled Marriage And Civil Union Fees
*Introduction/No Public Input/Published in the Press of AC 2/28/2015
2nd Reading/Public Hearing/Final Adoption 3/10/2015*
- 8-2015** Amending Chapter A376-213 of the City of Northfield Municipal Code, Regarding Transitional (Alternative) Duty Assignments
*Introduction/No Public Input/Published in the Press of AC 2/28/2015
2nd Reading/Public Hearing/Final Adoption 3/10/2015*

PAYMENT OF BILLS \$ 2,061,890.15

MEETING NOTICES

Budget Meetings	February 26, 2015	5:00pm
City Council	March 10, 2015	6:00pm Work Session
		Regular Session Immediately Following

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 51-2015**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Chuck Kaczmarski has properly submitted an Application for Use of Facilities requesting use of the Football Field and lights Mondays, Wednesdays and Fridays, March 2nd through May 31st from 4:30pm to 7:00pm for girls grades 5 and 6 lacrosse practice only.

WHEREAS, Mainland Youth Lacrosse Club will supply and maintain at their expense a portable toilet; and

WHEREAS, Mr. Kaczmarski has submitted said field use application in anticipation of Mainland Youth Lacrosse; and

WHEREAS, the President of the Family Association of Northfield has advised that the field use request can be granted.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Chuck Kaczmarski subject to the full execution of the Use of Facilities Agreement, and compliance with its terms and conditions, the terms and conditions of the current Use of Facilities Guidelines and the representations made in the subject Applications for Use of Facilities.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the City Council of Northfield, held this 25th day of February, 2015.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 52-2015**

AUTHORIZATION FOR NEGOTIATED SETTLEMENT

WHEREAS, in 2010, a lawsuit was filed against, among others, the City of Northfield captioned Jack Trocki Development Co., LLC v. City of Northfield; Matthew F. Doran, P.E.; Doran Engineering, P.A.; Ryan Homes, Inc.; NVR, Inc., d/b/a Ryan Homes; NVR, Inc., a Virginia Corporation doing business in New Jersey as Ryan Homes; Williams Asphalt Materials; Williams Paving & Excavating; Sun National Bank; and Burton Estates Homeowners Association, Docket No. ATL-L-453-10 in the Superior Court of New Jersey, Atlantic County, Law Division (the “L-453-10 Litigation”) relating to work performed at the 38-lot major subdivision development known as “Burton Estates” in the City of Northfield (the “Property”); and

WHEREAS, the City of Northfield filed an Answer to that Complaint as well as a Counterclaim against Jack Trocki Development Co. in the L-453-10 Litigation; and

WHEREAS, an almost identical action was on November 30, 2011, captioned Jack Trocki Development Co., LLC v. City of Northfield; Matthew F. Doran, P.E.; Doran Engineering, P.A.; Ryan Homes, Inc.; NVR, Inc., d/b/a Ryan Homes; NVR, Inc., a Virginia Corporation doing business in New Jersey as Ryan Homes; Williams Asphalt Materials; Williams Paving & Excavating; Sun National Bank; and Burton Estates Homeowners Association, Docket No. ATL-L-10165-11 in the Superior Court of New Jersey, Atlantic County, Law Division (the “L-10165-11 Litigation”), this time only serving NVR with the Complaint; and

WHEREAS, NVR, although incorrectly named in the Complaint as “Ryan Homes, Inc.” and “NVR, Inc., a Virginia Corporation doing business in New Jersey as Ryan Homes”, filed an Answer to this second Complaint as NVR, Inc., d/b/a Ryan Homes, as well as cross-claims against the City of Northfield and Doran Engineering, P.A.; and

WHEREAS, the Parties have since engaged in significant motion practice, which resulted in the dismissal of all Jack Trocki Development Co.’s claims against the City of Northfield in the L-453-10 Litigation and the L-10165-11 Litigation, as well as the dismissal of almost all of Jack Trocki Development Co.’s claims against NVR in the L-10165-11 Litigation; and

WHEREAS, the only claim that remains between the Parties are the City of Northfield’s counterclaim against Jack Trocki Development Co. in the L-453-10 Litigation, and two Counts of Jack Trocki Development Co.’s Amended Complaint against NVR in the L-10165-11 Litigation;

WHEREAS, the Parties now wish to amicably resolve all the claims asserted in both the L-453-10 Litigation and the L-10165-11 Litigation; and

BE IT RESOLVED, to accomplish the amicable resolution of all the claims asserted in both the L-453-10 Litigation and the L-10165-11 Litigation, the City of Northfield agrees to dismiss with prejudice its claims in the L-453-10 Litigation in return for Jack Trocki Development Co.'s payment to the City of Northfield in the total amount of \$62,500.00 payable as follows:

a. NVR to pay \$45,000.00 in certified funds directly to the City of Northfield within ten (10) business days of the full execution of a Settlement Agreement. Jack Trocki Development Co. has acknowledged, directed and authorized NVR to make this payment to the City of Northfield on its behalf.

b. Jack Trocki Development Co. to pay the remaining \$17,500.00 in certified funds to the City of Northfield within ten (10) business days of the full execution of a Settlement Agreement.

The City of Northfield also agrees to **RELEASE, ACQUIT, AND FOREVER DISCHARGE** the other parties to the L-453-10 Litigation and the L-10165-11 Litigation from any and all claims, actions, causes of action, etc. of every kind and nature, known or unknown, accrued or unaccrued, from the beginning of the world and forever thereafter, which arise out of, or relate to, the Property and the claims raised in the L-453-10 Litigation and the L-10165-11 Litigation.

BE IT FURTHER RESOLVED, that the Mayor for the City of Northfield is hereby authorized to execute the Global Settlement Agreement and Mutual Release attached hereto.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 25th day of February, 2015.

Mary Canesi, RMC, Municipal Clerk

GLOBAL SETTLEMENT AGREEMENT

AND

MUTUAL RELEASE

This Global Settlement Agreement and Mutual Release (hereinafter the “Agreement”) is made and entered into this _____ day of February 2015, by and between JACK TROCKI DEVELOPMENT CO., LLC (“Trocki”), THE CITY OF NORTHFIELD, and NVR, INC. (“NVR”), and each of their predecessors-in-interest, successors, successors-in-interest, heirs, assigns, assignors and all of their respective past and present members, shareholders, partners, officers, directors, managers, employees, subsidiaries, affiliates, insurers, trustees, agents and representatives (collectively the “Parties”) for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged and agreed to by the Parties.

RECITALS

WHEREAS Trocki filed a lawsuit against, among others, the City of Northfield captioned Jack Trocki Development Co., LLC v. City of Northfield; Matthew F. Doran, P.E.; Doran Engineering, P.A.; Ryan Homes, Inc.; NVR, Inc., d/b/a Ryan Homes; NVR, Inc., a Virginia Corporation doing business in New Jersey as Ryan Homes; Williams Asphalt Materials; Williams Paving & Excavating; Sun National Bank; and Burton Estates Homeowners Association, Docket No. ATL-L-453-10 in the Superior Court of New Jersey, Atlantic County, Law Division (the “L-453-10 Litigation”) relating to work performed at the 38-lot major subdivision development known as “Burton Estates” in the City of Northfield (the “Property”); and

WHEREAS the City of Northfield filed an Answer to that Complaint as well as a Counterclaim against Trocki in the L-453-10 Litigation; and

WHEREAS Trocki never served NVR with its Complaint in the L-453-10 Litigation, thus its claims against NVR in that action were administratively dismissed; and

WHEREAS Trocki filed an almost identical action on November 30, 2011, captioned Jack Trocki Development Co., LLC v. City of Northfield; Matthew F. Doran, P.E.; Doran Engineering, P.A.; Ryan Homes, Inc.; NVR, Inc., d/b/a Ryan Homes; NVR, Inc., a Virginia Corporation doing business in New Jersey as Ryan Homes; Williams Asphalt Materials; Williams Paving & Excavating; Sun National Bank; and Burton Estates Homeowners Association, Docket No. ATL-L-10165-11 in the Superior Court of New Jersey, Atlantic County, Law Division (the “L-10165-11 Litigation”), this time only serving NVR with the Complaint; and

WHEREAS NVR, although incorrectly named in the Complaint as “Ryan Homes, Inc.” and “NVR, Inc., a Virginia Corporation doing business in New Jersey as Ryan Homes”, filed an Answer to this second Complaint as NVR, Inc., d/b/a Ryan Homes, as well as cross-claims against the City of Northfield and Doran Engineering, P.A.; and

WHEREAS the Parties have since engaged in significant motion practice, which resulted in the dismissal of all Trocki’s claims against the City of Northfield and Doran Engineering in the L-453-10 Litigation and the L-10165-11 Litigation, as well as the dismissal of almost all of Trocki’s claims against NVR in the L-10165-11 Litigation; and

WHEREAS the only claims that remain between the Parties are the City of Northfield’s counterclaims against Trocki in the L-453-10 Litigation, and Counts Five and Seven of Trocki’s Amended Complaint against NVR in the L-10165-11 Litigation;

WHEREAS the Parties now wish to amicably resolve all the claims asserted in both the L-453-10 Litigation and the L-10165-11 Litigation; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and in consideration of the foregoing recitals and of the mutual covenants and agreements contained herein, and intending to be legally bound, the Parties do hereby covenant and agree as follows:

AGREEMENT

1. **Settlement Payments.** The City of Northfield agrees to provide a release as described in paragraph 2 below and dismiss with prejudice its claims against Trocki in the L-453-10 Litigation in return for Trocki's payment to the City of Northfield in the total amount of \$62,500.00 (the "Northfield Settlement Amount"). Trocki agrees to provide a release as described in paragraph 2 below and dismiss with prejudice its claims against NVR in the L-10165-11 Litigation in return for NVR's payment in the amount of \$45,000.00 (the "NVR Settlement Amount"), as described below. The Northfield and NVR Settlement Amounts shall be paid as follows:

a. It is Trocki's intention to use the NVR Settlement Amount to fund a portion of what Trocki owes towards the Northfield Settlement Amount. Accordingly, Trocki hereby authorizes and directs NVR to pay the \$45,000.00 NVR Settlement Amount in certified funds directly to the City of Northfield within ten (10) business days of the full execution of this Agreement. The payee for this settlement amount is identified as the "City of Northfield", with a business address of 1600 Shore Road, Northfield, New Jersey 08225 and Tax Identification Number of 21-6000945. Trocki hereby acknowledges, directs and authorizes NVR to make this payment to the City of Northfield on its behalf as part of its payment towards the Northfield Settlement Amount. The receipt of NVR's payment of the NVR Settlement Amount by the City of Northfield and the clearance of said payment shall constitute the full satisfaction of NVR's payment obligations to Trocki under the terms of this Agreement.

b. Trocki shall pay the remaining \$17,500.00 of the \$62,500.00 Northfield Settlement Amount in certified funds to the City of Northfield within ten (10) business days of the full execution of this Agreement. The payee for this settlement amount is identified as the “City of Northfield”, with a business address of 1600 Shore Road, Northfield, New Jersey 08225 and Tax Identification Number of 21-6000945.

2. Mutual Release of Claims. With the exception of claims available to the Parties under this Agreement, each party willingly, knowingly and voluntarily hereby with prejudice RELEASES, ACQUITS, AND FOREVER DISCHARGES the other parties, their predecessors-in-interest, successors, successors-in-interest, heirs, assigns, and all of their respective past and present members, shareholders, partners, officers, directors, managers, employees, subsidiaries, affiliates, insurers, trustees, agents and representatives from any and all claims, action, causes of action, rights, liabilities, obligations, covenants, contracts, promises, agreements, liabilities, attorneys’ fees, and demands of every kind and nature, known or unknown, accrued or unaccrued, from the beginning of the world and forever thereafter, which arise out of, or relate to, the Property and the claims raised in the L-453-10 Litigation and the L-10165-11 Litigation. This Release includes but is not limited to, claims arising out of, or related to, the creation and/or design and construction of all site related improvements at the Property, the preparation of the documents related to site improvements required for registration of the Property including, but not limited to, all offering plans, their amendments, and the plans, specifications and/or documents referred to and/or contained therein related to site improvements (“Offering Documents”), all claims involving any and all defects in the common elements as related to site improvements at the Property, whether same be latent or patent, known or unknown, any deviations between the Offering Documents and/or any documents referred to in the Offering

Documents or on file with any governmental agency and the Property as actually constructed, all claims related to disclosures regarding the site improvement related common elements of the Property, including financial disclosures or disclosures as to land or construction, whether based upon common law, contract, statute or regulation, including, but not limited to, claims under the New Jersey Condominium Act, the New Jersey Planned Real Estate Development Full Disclosure Act, the New Jersey Uniform Construction Code, the New Home Warranty and Builders Registration Act, and any regulations relating thereto, and any and all claims of any nature arising from or related to actions, inactions or activities related to the design or construction of site improvements at the Property.

3. Stipulation of Dismissal with Prejudice. The Parties hereby direct their counsel to sign Stipulations of Dismissal with prejudice for both the L-453-10 Litigation and the L-10165-11 Litigation, copies of which are attached hereto as Ex. "A" and "B", respectively, within ten (10) business days of receipt of a fully executed copy of this Agreement. The fully executed Stipulations shall be forwarded to NVR's counsel, who shall then file them with the Court. The Parties agree to execute any and all other documents necessary to effectuate the terms of this Agreement.

4. Acknowledgments. The Parties acknowledge that: they have been given a reasonable period of time to consider this Agreement; they have been represented by attorneys throughout this matter; they have obtained all advice and counsel they need to understand each of the terms and conditions of this Agreement; they are satisfied with the advice and counsel they have received from their attorneys; and they enter into this Agreement willingly, freely, voluntarily, knowingly, with understanding of their rights and interests as they are affected by this Agreement, with full authority and consent, and without coercion or duress.

5. No Admission. The purpose of the Agreement is to resolve fully, completely and finally the claims between the Parties as asserted in this Litigation. This Agreement shall not be construed as an admission of a violation of any federal, state, or local statute, regulation, judicial doctrine, or other law, or a violation of any right of any person or entity.

6. No Assignment. The Parties represent and warrant that they have not assigned any pertinent rights to any other person or entity and no person or entity is entitled to assert on their behalf any claim based on or arising out of its relationship with each other.

7. Complete Agreement. The Parties affirm that the only consideration for executing this Agreement are the payments and promises, including releases, expressly contained or described herein. The Parties further represent and acknowledge that in executing this Agreement they do not rely, and have not relied, upon any promise, inducement, representation, or statement by the other Party or its agents, representatives, or attorneys about the subject matter, meaning, or effect of this Agreement that is not stated in this document.

8. Binding Effect. This Agreement shall be binding upon all Parties and upon their next of kin, heirs, attorneys, representatives, administrators, executors, successors, and assigns.

9. Governing Law. This Agreement shall be interpreted, enforced, and governed under the laws of New Jersey. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

10. Severability. If any provision of this Agreement is declared or determined by any court to be illegal or invalid, that part shall be excluded from the Agreement, but the validity of the remaining parts, terms, or provisions shall not be affected.

11. Counterparts. This Agreement may be executed in counterparts, including counterparts transmitted by telecopier or fax, and each counterpart, once executed, shall have efficacy of a signed original. True and correct copies of signed counterparts may be used in place of the originals for any purpose.

12. In any action to enforce this Settlement Agreement, the prevailing party shall be entitled to attorneys' fees and costs.

THE UNDERSIGNED ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ THIS "GLOBAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE"; KNOW AND UNDERSTAND ITS CONTENTS; FREELY AND VOLUNTARILY AGREE TO ABIDE BY ITS TERMS, ARE FULLY AUTHORIZED TO SO AGREE AND BE BOUND; AND THEY HAVE NOT BEEN COERCED INTO SIGNING THIS AGREEMENT.

Jack Trocki Development Co., LLC

City of Northfield

By: _____

By: _____

Dated: _____

Dated: _____

NVR, Inc.

By: _____

Dated: _____

Ex. "A"

ARCHER & GREINER
A Professional Corporation
One Centennial Square
P.O. Box 3000
Haddonfield, New Jersey 08033-0968
(856) 795-2121
Attorneys for Defendant, NVR, Inc. d/b/a Ryan Homes
BY: BENJAMIN D. MORGAN, ESQUIRE (I.D. #005012006)

JACK TROCKI DEVELOPMENT CO., LLC,

Plaintiff,

v.

CITY OF NORTHFIELD, et al.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ATLANTIC COUNTY

DOCKET NO.: L-453-10

Civil Action

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

THIS MATTER, having been amicably adjusted by and among Jack Trocki Development Co., LLC, the City of Northfield and NVR, Inc., d/b/a Ryan Homes (collectively the "Parties"), it is hereby stipulated and agreed that all claims asserted by and against the Parties in this matter be and hereby are dismissed with prejudice and without costs to either of the Parties.

ARCHER & GREINER, P.C.
Attorneys for Defendant,
NVR, Inc., d/b/a Ryan Homes

By: _____
Benjamin D. Morgan

Dated:

TROCKI-VIDELL LAW FIRM
Attorneys for Plaintiff,
Jack Trocki Development Co., LLC

By: _____
Samara P. Trocki-Videll

Dated:

THE LAW OFFICES OF KRISTOPHER J. FACENDA, LLC
Attorneys for Defendant/Counterclaim Plaintiff,
The City of Northfield

By: _____
Kristopher J. Facenda

Dated:

Ex. "B"

ARCHER & GREINER
A Professional Corporation
One Centennial Square
P.O. Box 3000
Haddonfield, New Jersey 08033-0968
(856) 795-2121
Attorneys for Defendant, NVR, Inc. d/b/a Ryan Homes
BY: BENJAMIN D. MORGAN, ESQUIRE (I.D. #005012006)

JACK TROCKI DEVELOPMENT CO., LLC,

Plaintiff,

v.

CITY OF NORTHFIELD, et al.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ATLANTIC COUNTY

DOCKET NO.: L-10165-11

Civil Action

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

THIS MATTER, having been amicably adjusted by and among Jack Trocki Development Co., LLC, the City of Northfield and NVR, Inc., d/b/a Ryan Homes (collectively the "Parties"), it is hereby stipulated and agreed that all claims asserted by and against the Parties in this matter be and hereby are dismissed with prejudice and without costs to either of the Parties.

ARCHER & GREINER, P.C.
Attorneys for Defendant,
NVR, Inc., d/b/a Ryan Homes

By: _____
Benjamin D. Morgan

Dated:

TROCKI-VIDELL LAW FIRM
Attorneys for Plaintiff,
Jack Trocki Development Co., LLC

By: _____
Samara P. Trocki-Videll

Dated:

THE LAW OFFICES OF KRISTOPHER J. FACENDA, LLC
Attorneys for Defendant/Counterclaim Plaintiff,
The City of Northfield

By: _____
Kristopher J. Facenda

Dated:
12185297v1

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 53-2015**

**TO AUTHORIZE THE SALE OF SURPLUS PROPERTY NO LONGER
NEEDED FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE**

WHEREAS, the City of Northfield has determined that the property described on Schedule A attached hereto and incorporated herein is no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus property no longer needed for public use through the use of an online auction service.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Northfield, County of Atlantic, State of New Jersey, as follows:

1. The sale of surplus property shall be conducted through GovDeals, Inc. pursuant to State Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals, Inc. are available online at govdeals.com and also available from the City Clerk's Office.
2. The sale will be conducted online and the address of the auction site is govdeals.com.
3. The sale is being conducted pursuant to Local Finance Notice 2008-9.
4. A list of surplus property to be sold is found in schedule A, incorporated herein.
5. The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
6. The City of Northfield reserves the right to accept or reject any bid submitted

I, Mary Canesi, Municipal Clerk of the City of Northfield does hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Northfield, held this 25th day of February, 2015.

Mary Canesi, RMC, Municipal Clerk

City of Northfield, NJ Resolution 53-2015

Schedule A

Quantity	Description	VIN or Serial #
1	2 drawer lateral file	
1	desk	
1	left side return for a desk	
1	display case	
1	computer tower	
1	computer mouse	
1	computer mouse	
1	1989 Ford L8000 Trash Truck	1FDYR82AKVA23163
1	2000 Ford Crown Vic Police Car	2FAFP71W4Yx114829
1	1984 Eager Beaver Recycler Trailer	112OGR209ESO60015
1	FMC -7600 Tire Machine	
1	1998 Ford Crown Vic Police Car	2FAFP71W1WX191798
1	Ford Crown Vic Police Car	2FAFP71WCXX183696
1	Kia Sedona	KWDMB233266077892
3	HP Office Deskjet Printer	
8	Lot of 8 kids bikes, as is	
8	Lot of 8 mountain bikes, as is	
8	Lot of 8 cruisers, as is	
6	Lot of 6 mixed bikes	
5	Lot of 5 ATV's/motorized scooters	
17	Computer Keyboards	
10	computer mouse	
8	Printers	
1	Laptop	
14	Flat screen monitors	
1	Television	
31	computer tower	
1	1983 Ford E-One Pumper Fire Truck	1FDYD80U3DVA19879

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 54-2015**

**APPOINTMENT OF PAUL NEWMAN AS ACTING CHIEF OF POLICE
FOR THE CITY OF NORTHFIELD**

WHEREAS, under the terms of an inter local agreement with the City of Linwood, the City of Northfield shares the services of City of Linwood Police Chief Colin Hickey; and

WHEREAS, City of Linwood Police Chief Colin Hickey will be retiring as of February 28, 2015; and

WHEREAS, upon the retirement of Chief Hickey, the City of Northfield will require a Chief of Police on an immediate basis; and

WHEREAS, the City of Northfield desires to appoint an Acting Chief of Police on an interim basis pending the promotional process for the appointment of a permanent Chief of Police; and

WHEREAS, a recommendation has been made by Mayor Erland Chau to appoint Acting Captain of Police Paul Newman as Acting Chief of Police, to commence immediately upon the retirement of Linwood Chief of Police Colin Hickey.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northfield that the appointment of Acting Captain of Police Paul Newman to the position of Acting Chief of Police for the City of Northfield, to be effective at 12:00:01am, on March 1, 2015.

BE IT FURTHER RESOLVED that the salary for Acting Chief of Police Paul Newman shall be \$ 117,860.90 per annum which shall include a base salary of \$109,302.73, plus \$2,000 for a college degree, and 6% longevity, for a total of \$117,860.90. This shall represent total compensation for the position of Acting Chief.

BE IT FURTHER RESOLVED that upon his appointment to Acting Chief he shall be designated as an exempt employee as that term is defined under the Federal Fair Labor Standards Act and shall therefore not be entitled to overtime compensation and shall work all hours deemed necessary to execute the duties of his position.

BE IT FURTHER RESOLVED that the in the event the Acting Chief of Police is returned to his prior position, his salary will revert to the salary and terms and conditions of employment he received in his prior position.

BE IT FURTHER RESOLVED that the term of this appointment to Acting Chief of Police shall be in effect until a permanent appointment to the position of Chief of Police is made in accordance with the City of Northfield promotional process set forth in the City Ordinance.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 25th day of February, 2015.

Mary Canesi, RMC, Municipal Clerk

**CITYOF NORTHFIELD, NJ
RESOLUTION NO. 55-2015**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the City of Northfield has opted to participate in the Atlantic County Community Development Block Grant (CDBG) Program for FY 2013 and 2014; and

WHEREAS, as a participant, the City of Northfield expects to be allocated \$39,137.00 for Fiscal Year(s) 2013 and 2014 for the project known as ADA Improvements Birch Grove Park; and

WHEREAS, in order to be allocated CDBG funds, the City of Northfield must enter into an inter local service agreement, included hereinto as Exhibit "A", with the Atlantic County Improvement Authority, the administrator of the Atlantic County CDBG Entitlement Program,

NOW, THEREFORE, BE IT RESOLVED, that the Agreement by and between the Atlantic County Improvement Authority and City of Northfield which is attached hereto, is approved and the Chief Elected Official and the Municipal Clerk are authorized to sign said agreement.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING BETWEEN

Atlantic County Improvement Authority

AND

City of Northfield

FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THIS MEMORANDUM OF UNDERSTANDING entered this _____ day of _____, 20 ____, by and between the Atlantic County Improvement Authority (herein called "ACIA") and City of Northfield (herein called the "Sub recipient").

WHEREAS, Atlantic County has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, ACIA has been charged with the implementation and administration of these grant funds; and,

WHEREAS, ACIA wishes to provide funding to the Sub recipient to under take a project with such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Sub recipient will be responsible for administering a CDBG contract for Fiscal Year(s) 2013 and 2014 in a manner satisfactory to the ACIA and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program.

Description of Activities

The Municipality will undertake a project or projects, hereinafter referred to as the "Project", within the County generally described as ADA Improvements Birch Grove Park an eligible activity under 24 CFR Part 570 Subpart C and as specified in EXHIBIT 1: Project application/description.

B. National Objectives

The Sub recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons

2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the national objectives of the Community Development Block Grant program by benefiting low and moderate income persons as follows: 570.208(a)(2) Presumed Benefit - Limited Clientele

II. TIME OF PERFORMANCE

Services of the Sub recipient shall start on the date first written above and end the 31st day of December 2017. The terms of this Agreement and the provision herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG funds or other assets including program income.

III. BUDGET

As specified in the attached Application the estimated budget for the Project is \$18,204.00. The ACIA will allocate a maximum of \$39,137.00 from Atlantic County Urban County CDBG funds from Program Year(s) 2013 and 2014 for the Project.

IV. PAYMENT

The Municipality shall submit contractors' and other invoices approved by the Municipality to the ACIA as the Project progresses, and the ACIA will issue a lump sum payment to the Municipality upon completion of the project. It is hereby understood by both parties that the total payments by the ACIA from 2013 and 2014 CDBG funds will not exceed \$39,137.00 and any additional costs for the Project over that amount will be the responsibility of the Municipality. All allowable costs must: (a) be made in conformance with the Project description and all provisions of this Agreement; (b) be necessary in order to accomplish the Project; (c) be reasonable in amount for the goods or services purchased; (d) be in conformance with the standards contained in OMB Circulars A-87 or A-122 and A-110; (e) be satisfactorily documented; and (f) be consistent with this Agreement. The ACIA will pay for construction costs only.

V. NOTICES

Communication and details concerning this MOU shall be directed to the following:

Atlantic County Improvement Authority	City of Northfield
John C. Lamey, Jr., Executive Director	The Honorable Erland Chau
1333 Atlantic Avenue, Suite 700	1600 Shore Road
Atlantic City, NJ 0801	Northfield, NJ 08225
Phone: 609-645-5838	Phone: 609-641-2832

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITION

A. General Compliance

The Sub recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Sub recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The sub recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

The sub recipient shall hold harmless, defend and indemnify the grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

The Sub recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this contract.

E. Insurance and Bonding

The Sub recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub recipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

This Agreement may not be altered, modified, or rescinded orally, any subsequent amendments agreed to by the Municipality and ACIA, and approved by the Board of Chosen Freeholders and HUD, will be incorporated in, and attached to, this Agreement. Should the "project" as generally described in number one (I) of this agreement be modified or substituted for by such

amendment(s), all other terms and conditions contained herein shall apply to the amended project.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated in, and attached to, this Agreement

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up the contract funds until such time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub recipient agrees to comply with Attachment F of OMB Circular A-128 and agrees to adhere to the account principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub recipient shall administer its program in conformance with OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

The Sub recipient shall administer its program in conformance with 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as modified by 24 CFR 570.502(a), if applicable.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and OMB Circular A-128
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub recipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub recipient shall maintain client data demonstrating eligibility of the project if the project is based on the National Objective for Limited Clientele Activity. Client eligibility for services provided shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub recipient understands that client information collected under this contract is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Sub recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub recipient within 30 days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, OMB Circular A-128.

C. Reporting and Payment Procedures

1. Program Income

The Sub recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub recipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedure

The Grantee will pay to the Sub recipient funds available under this contract based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. *Compliance*

The Sub recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc) shall revert to the Grantee upon termination of this contract.

2. *OMB Standards*

The Sub recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR Part 85 "Uniform Administrative Requirements for Grant and Cooperative Agreements" as modified by 24 CFR 570.502(a) (12), covering procurement.

3. *Travel*

The sub recipient shall obtain written approval from the Grantee for any travel outside the State of New Jersey with funds provided under this contract.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. Sub recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
2. Real property under the Sub recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.
3. In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub recipient agrees to comply with the State of New Jersey and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statuses with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

5. Fair Housing

The Sub recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

6. Benefits to Legal Resident Aliens

The Sub recipient shall comply with 24 CFR Part 49, whereby certain newly legalized aliens, as described in 24 CFR part 49, are not eligible for benefits under activities funded by the CDBG program. This prohibition applies to activities meeting the requirements of Sec. 570.208(a) that either:

- (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
- (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

B. Affirmative Action

1. Approved Plan

The Sub recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub recipient to assist in the formulation of such program. The Sub recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Sub recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub recipient shall furnish and cause each of its own sub recipients or subcontractors to

furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

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

5. EEO/AA Statement

The Sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The sub recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance under this contract and binding upon the Grantee, the Sub recipient and any of the Sub recipients sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub recipients and any of the Sub recipients sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the municipality in which the project is located.

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

The Sub recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Sub recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to

employees and applicants for employment of training.

c. Subcontracts

The Sub recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub recipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub recipient agrees that no fund provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The sub recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to

conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- d. **Lobbying Certification**
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyright able material or inventions, the Grantee and/or grantor agency reserves the right of royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Sub recipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

The Sub recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- ❖ Clean Air Act, 42 U.S.C., 7401, et seq.
- ❖ Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
- ❖ Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead based paint. Such notifications shall point out the hazards of lead based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F. E.O. 12373 – Interagency Review

The Sub recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first written above.

ATTEST:

Atlantic County Improvement Authority

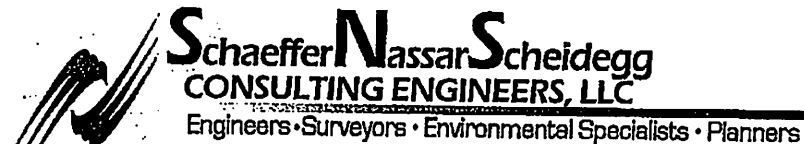
John C. Lamey, Jr., Executive Director

ATTEST:

City of Northfield

EXHIBIT 1

PROJECT APPLICATION/ DESCRIPTION



Rami N. Nassar, PE, PP, CME
David S. Scheidegg, PE, PP, CME
Andrew F. Schaeffer, PE, PP
Daniel F. Kwapinski, PE, PP
Howard A. Transue, PLS

March 6, 2014

Mr. John Lamey
Atlantic County Improvement Authority
5909 Main Street, 2nd Floor
Mays Landing, NJ 08330

Via Hand Delivery

**RE: 2014 Community Development Block Grant (CDBG) Program
Birch Grove Park Athletic Fields Handicapped Accessibility Improvements
Our File #NF13-25**

Dear Mr. Lamey:

Enclosed please find the Community Development Block Grant (CDBG) Program Application, Opinion of Probable Construction Costs for the project along with an aerial and photographs, as required, for the above-entitled project.

If funded, this project would greatly improve the accessibility of the Birch Grove Park Athletic Fields area, including the parking area, snack bar and restroom as well as the bleachers. It would assist in making the park safer and more user friendly, so that our handicapped citizens could more readily use this popular recreational facility.

If you have any questions or require additional information, please do not hesitate to contact our office. Thank you for your consideration in this matter.

Sincerely,

**Schaeffer Nassar Scheidegg
Consulting Engineers, LLC**

Daniel F. Kwapinski, PE, PP
Northfield City Engineer

Enclosures

Cc: Mary Canesi (Northfield City Clerk)

ATLANTIC COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
PROJECT APPLICATION
FISCAL YEAR 2014

A. Municipal Information

	Municipality	Municipal Engineer	Municipal Attorney
1. Name	City of Northfield	David S. Scheidegg, PE	Kristopher J. Facenda
2. Address	1600 Shore Road Northfield, NJ 08225	SNS Consulting Eng., LLC 1425 Cantillon Boulevard Mays Landing, NJ 08330	2020 New Road, Suite 2A Linwood, NJ 08221
3. Contact Person	Mary Canesi, City Clerk	Daniel Kwapinski, PE	Kristopher J. Facenda
4. Phone Number	609-646-2832, ext 125	609-625-7400	609-385-8791
5. Fax Number	609-646-7175	609-909-0253	
6. Cell Number			
7. Email	mcanesi@cityofnorthfield.org	dan@snsce.com	kris@facendaaw.com

B. Project Information

1. Eligibility - Description of Activity (Describe the activity sufficiently to demonstrate that it is an eligible activity and that its scope is adequate to meet the identified needs of intended beneficiaries. Define in terms of quantities, location and extent.)

Birch Grove Park Athletic Fields Handicapped Accessibility Improvements

Birch Grove Park, City of Northfield, Atlantic County, NJ

This project will upgrade existing handicapped accessible areas in Birch Grove Park. This will include upgrades to existing walkways, parking areas, which will consist of striping, signage, upgrading existing crushed stone and gravel areas to paved and concrete areas to make the athletic field areas better handicapped accessible and inclusive.

(attach additional pages if necessary)

2. Fundability - National Objective

N/A	Low and Moderate Income (LMI Benefit)
N/A	Prevention or Elimination of Slums and Blight

A. LMI Benefit Test – CHOOSE ONE				
Area Benefit	Limited Clientele	Housing		Job Creation / Retention
Census Data	<input checked="" type="checkbox"/> Presumed <input type="checkbox"/> Income Eligibility	___ Rehabilitation		Number of Jobs:
CT		___ New Housing Support / construction		Created: _____ Retained: _____
BG:			Yes	No
(Use County Census map to identify location of project)				
Area Pop:				
LMI Pop:				
% LMI				
___ Survey total families		One unit structures Each unit LMI?		Number of LMI Jobs Created: _____ Retained: _____
# responses		Two unit structures At least 1 unit is LMI?		
# persons				
# LMI persons				% LMI Jobs Created: _____ Retained: _____
% LMI persons		Multi-unit structures 51% of units are LMI?		
		For non-elderly new rental housing with less than 51% LMI units – (% LMI units (20%-50%):		
OR - B. Slums / Blight Test				
1. Area - requires Redevelopment Plan		2. Spot – individual building – work is limited to correct code violation		
___ Boundary defined/ qualified	___ Activity addresses conditions	___ Acquisition, Relocation, Clearance, Rehab, Historic. Preservation		
Cost estimate and time schedule (attach cost estimate and time schedule from Engineer, Architect, etc., which indicate Activity Components and Delivery Costs.)				
D. Cost and Sources of Funds Summary				
Cost:			Committed	
			Yes	No
	CDBG	\$ 58,165.00	Federal	X
	Federal	\$		
	State	\$		
	Local	\$		
Private	\$			
Total	\$ 58,165.00			
Will prior year CDBG funds be used for this project?		If so, how much?		
Yes <input checked="" type="checkbox"/> No		\$ 18,204.00		
E. Photo (Submit a digital photo showing the proposed project) Photos must include surrounding buildings to determine if the project is in an historic location. If a structure, identify year building was constructed:				
F. Environmental Concerns:				
1.	Is the project in an historic district or involve an historic property(ies)?	Yes	No	<input checked="" type="checkbox"/>
2.	Is the project within a 100 year floodplain?	Yes	No	<input checked="" type="checkbox"/>

Return completed form and any attachments by Wednesday, March 7, 2014 to:

John Lamey
Atlantic County Improvement Authority
5909 Main Street, 2nd Floor
Mays Landing, NJ 08330
(609) 645-5838



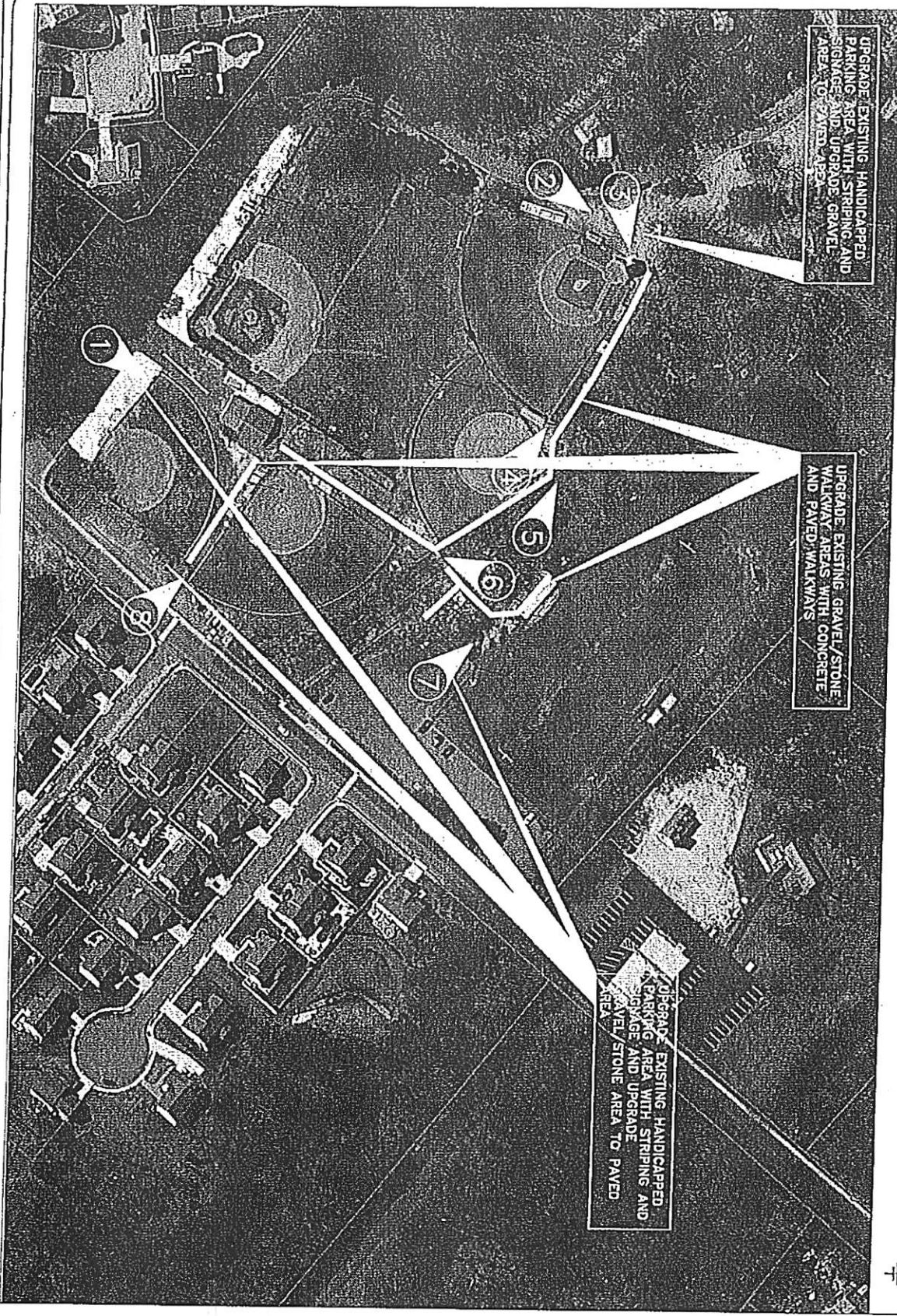
Schaeffer Nassar Scheidegg
CONSULTING ENGINEERS, LLC

Engineers • Surveyors • Environmental Specialists • Planners

Rami N. Nassar, PE, PP, CME
David S. Scheidegg, PE, PP, CME
Andrew F. Schaeffer, PE, PP
Daniel F. Kwapinski, PE, PP
Howard A. Transue, PLS

OPINION OF PROBABLE CONSTRUCTION COSTS FOR:
BIRCH GROVE PARK ATHLETIC FIELDS HANDICAPPED ACCESSIBILITY IMPROVEMENTS
BIRCH GROVE PARK
CITY OF NORTHFIELD, ATLANTIC COUNTY, NEW JERSEY

	QUANTITY		UNIT COST	TOTAL COST
CONSTRUCTION COSTS:				
RELOCATE EXISTING HANDICAPPED SIGN	1	EA	\$ 100.00	\$ 100.00
PROPOSED HANDICAPPED SIGN	7	EA	\$ 250.00	\$ 1,750.00
CONCRETE BUMPER STOPS	10	EA	\$ 250.00	\$ 2,500.00
BLUE/WHITE STRIPING	460	LF	\$ 3.00	\$ 1,380.00
2" THICK HMA 19M64	1,215	SY	\$ 17.00	\$ 20,655.00
6" THICK DGA	1,915	SY	\$ 12.00	\$ 22,980.00
CONCRETE WALKWAYS	160	SY	\$ 55.00	\$ 8,800.00
	TOTAL COSTS:			\$58,165.00



UPGRADE EXISTING HANDICAPPED PARKING AREA WITH STRIPING AND SIGNAGE AND UPGRADE GRAVEL AREA TO PAVED AREA

UPGRADE EXISTING GRAVEL/STONE WALKWAY AREAS WITH CONCRETE AND PAVED WALKWAYS

UPGRADE EXISTING HANDICAPPED PARKING AREA WITH STRIPING AND SIGNAGE AND UPGRADE GRAVEL/STONE AREA TO PAVED AREA

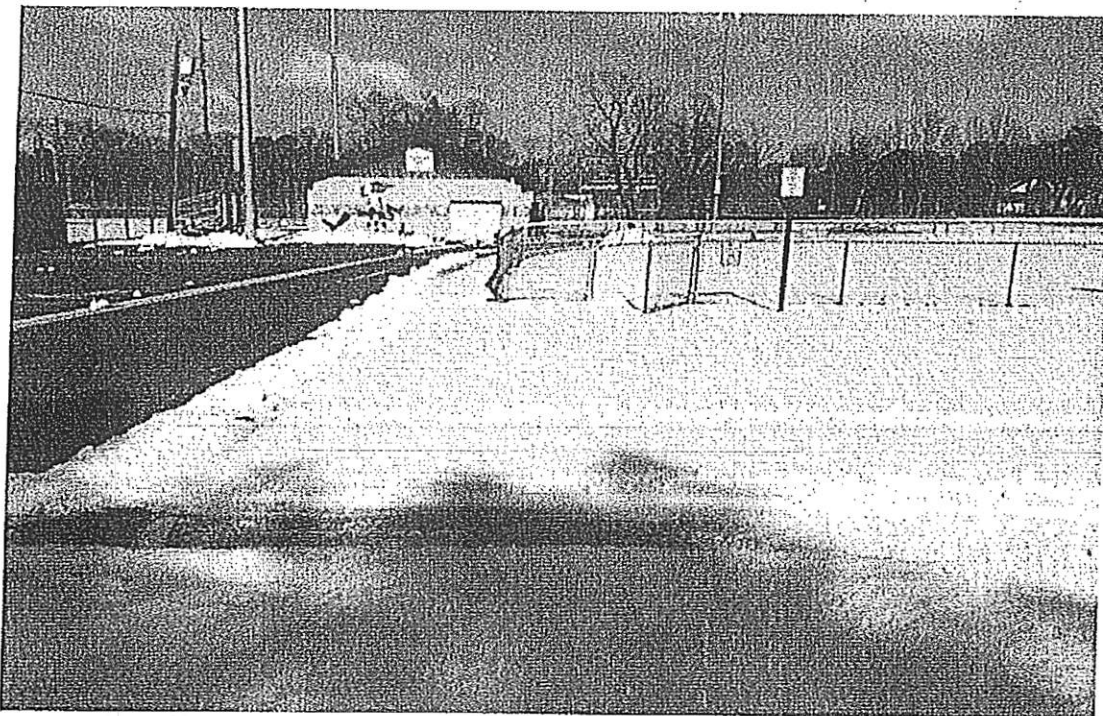


DATE	3/24/14
BY	DK
CHECKED	DK
APPROVED	DK
SCALE	1" = 1'

CDBG BLOCK GRANT PLAN - FY 2014
CITY OF NORTHFIELD
 BIRCH GROVE PARK
 CITY OF NORTHFIELD, NEW JERSEY

DANIEL F. KWAPINSKI
 PROFESSIONAL ENGINEER
 N.J. LICENSE NO. 44083
Daniel F. Kwapinski
 3/6/14
 DATE

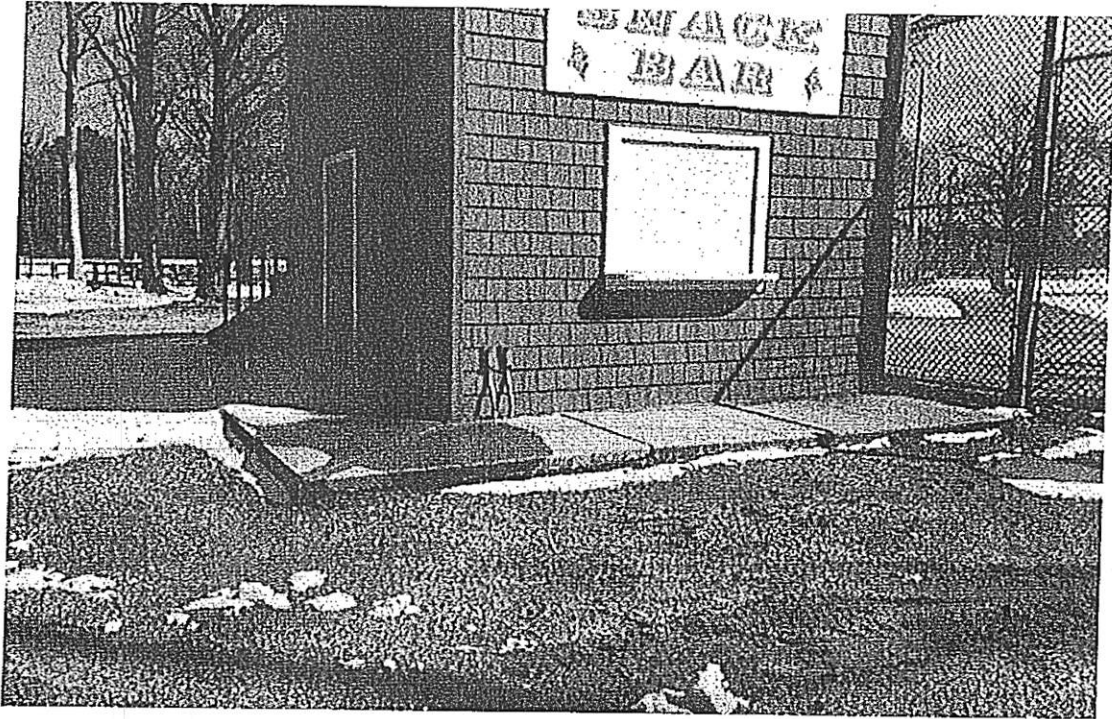
Schaeffer Nassar Scheidegg
 CONSULTING ENGINEERS, LLC
 Surveyors • Environmentalists • Planners
 1425 Centizon Boulevard • Mays Landing, New Jersey
 Telephone: (609) 625-7400 • Fax: (609) 909-0253
 Certificate of Authorization #24GA26103600



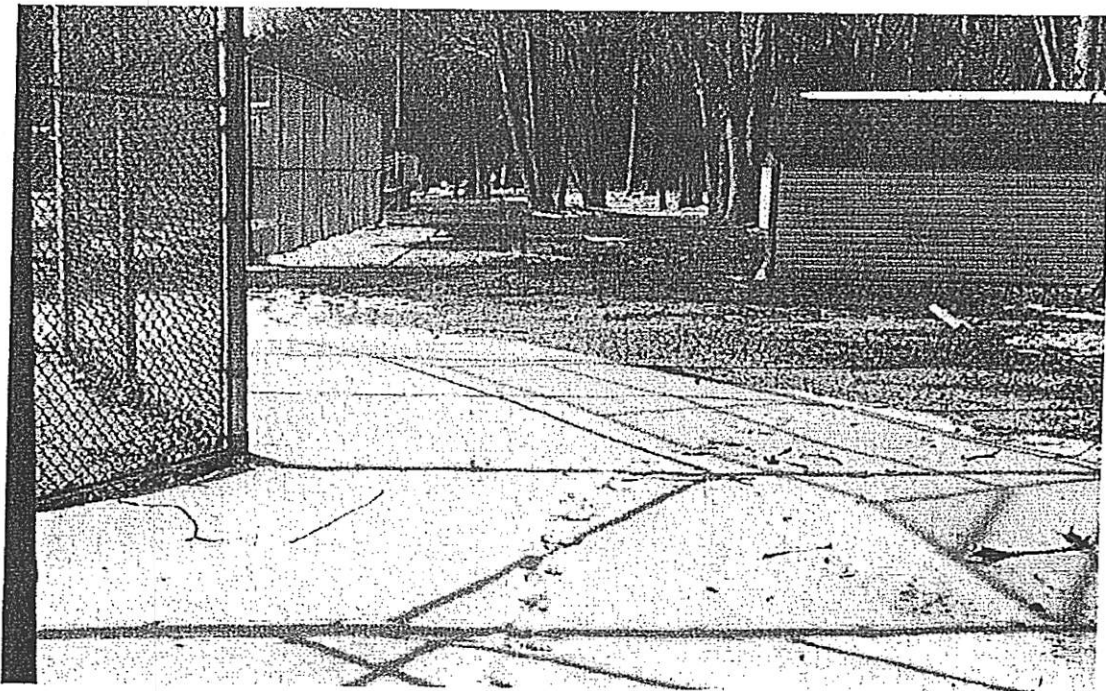
Photograph #1



Photograph #2



Photograph #3



Photograph #4



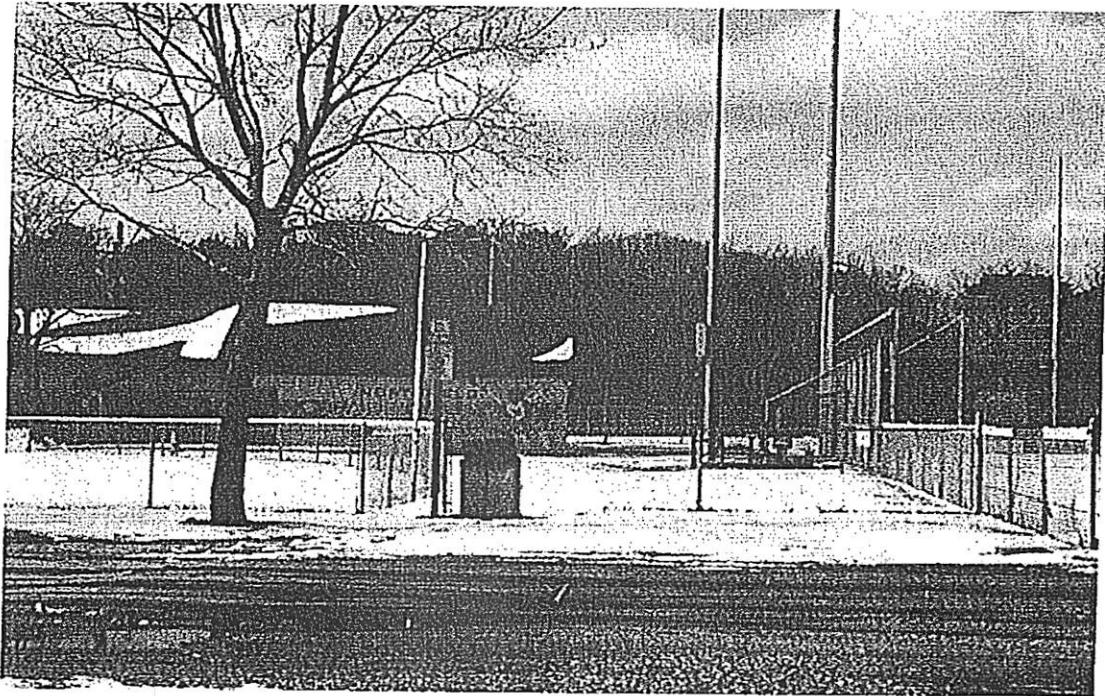
Photograph #5



Photograph #6



Photograph #7



Photograph #8

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 56-2015**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION
NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH
THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS
ACT, N.J.S.A. 10:4-12b(4), REGARDING CONTRACT NEGOTIATIONS
FOR MAINLAND PBA, LOCAL 77**

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

WHEREAS, the Open Public Meetings Act, NJSA 10:4-12 provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the City Council of the City of Northfield to discuss in a session not open to the public certain matters relating to items authorized by NJSA 10:4-12b(4), specifically, the contract negotiations for Mainland PBA, Local 77.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Northfield that Council move into Executive Session, closed to the public.

IT IS FURTHER RESOLVED that the deliberations conducted in closed session may be released when a decision with respect to the matter has been made and all rights to litigate or appeal are exhausted; provided, that material entitled to Court protection or subject to attorney-client privilege shall not be disclosed.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a special meeting of the City Council of Northfield, held this 25th day of February, 2015.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION 57-2015**

**AUTHORIZATION FOR THE MAYOR OF THE CITY OF NORTHFIELD
TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH
MAINLAND PBA LOCAL NO. 77 FOR THE PURPOSE OF AMENDING
THE JANUARY 1, 2014 THROUGH DECEMBER 31, 2017 CONTRACT**

WHEREAS, the existing Agreement between the City of Northfield, Atlantic County, New Jersey and New Jersey State Policeman's Benevolent Association, Inc., Mainland Local No. 77; and

WHEREAS, negotiations have been ongoing with respect to a amending the existing Contract; and

WHEREAS, the parties have agreed to the terms and conditions of an Amendment to Agreement to be effective January 1, 2014 through December 31, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northfield, County of Atlantic and State of New Jersey, that the terms and conditions of an Agreement with the New Jersey State Policeman's Benevolent Association, Inc., Mainland Local No. 77, effective January 1, 2014 through December 31, 2019, are hereby adopted, a copy of said Agreement being attached to this Resolution.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the said Agreement on behalf of the City of Northfield.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a special meeting of the City Council of Northfield, held this 25th day of February, 2015.

Mary Canesi, RMC, Municipal Clerk

AMENDMENT TO AGREEMENT

Between

THE CITY OF NORTHFIELD

And

**NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION
MAINLAND LOCAL #77 (Northfield)**

January 1, 2014 through December 31, 2017

Draft Amendment – 2/20/15

Prepared By:

PLOTKIN ASSOCIATES, L.L.C.
Specializing in Public Sector Labor Relations
BY: MYRON PLOTKIN
P.O. Box 100
Leeds Point, New Jersey 08220
609-652-3838 FAX: 609-652-7994

PLOTKIN ASSOCIATES
*Specializing in Public Sector
Labor Relations*
P.O. Box 100
Leeds Point, NJ 08220-0100
(609) 652-3838

AMENDMENT TO AGREEMENT BETWEEN THE NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, MAINLAND LOCAL #77 (Northfield) AND THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC, AND STATE OF NEW JERSEY, EFFECTIVE JANUARY 1, 2014 THROUGH DECEMBER 31, 2017.

The New Jersey Policemen's Benevolent Association, Mainland Local #77 (Northfield) and the City of Northfield, as a result of discussions and the need for modification, hereunto amend the 2014-2017 AGREEMENT, ARTICLE XII – SALARY, LONGEVITY AND OVERTIME - Section A; ARTICLE XV – HOSPITALIZATION INSURANCE – Section A; ARTICLE XIII – COMMENCEMENT DATE AND DURATION OF AGREEMENT – Section A; and APPENDIX “A” – SALARY SCHEDULES 2014-2017, which shall be effective as soon as possible following formal ratification by both parties and extending said Agreement through December 31, 2019.

All other language of the aforesaid 2014-2017 Agreement will continue in full force and effect without modification.

The City will take any necessary actions to effectuate this Amendment to the Agreement.

AMENDMENT TO AGREEMENT

PAGE 2 OF 2

IN WITNESS WHEREOF, the parties hereto have caused this **AMENDMENT TO AGREEMENT** to be signed by their respective Representatives, witnessed, and their corporate seals to be placed hereon, on this _____ day of _____, 2015.

CITY OF NORTHFIELD

**NEW JERSEY POLICEMEN'S
BENEVOLENT ASSOCIATION
MAINLAND LOCAL #77**

By: _____
ERLAND CHAU
Mayor

By: _____
RAY THERIAULT
Mainland PBA Local #77 President

WITNESS:

WITNESS:

MARY CANESI
City Clrk

MICHAEL BUCCAFURNI
PBA Shop Steward

ARTICLE XII

SALARY, LONGEVITY AND OVERTIME

The fourth (4th) paragraph in Section A shall be amended to read as follows:

Step 7 of the 2013 salary guide shall become Step 11 with all employees on Step 7 in 2013 being moved to the new Step 11 on 1/1/14. The new Step 11 shall be increased over Step 7 in 2013 in each year of the Agreement as follows:

2014 – 1/1/14 – 2% across the board.

2015 – 1/1/15 – 2% across the board.

2016 – 1/1/16 – 2% across the board.

2017 – 1/1/17 – 2% across the board.

2018 – 1/1/18 - Step 11, Sergeant Step, Lieutenant Step and Captain Step shall increase by 2.0%. Steps Academy/Probation through Step 10 shall remain frozen.

2019 – 1/1/19 - Step 11, Sergeant Step, Lieutenant Step and Captain Step shall increase by 2.0%. Steps Academy/Probation through Step 10 shall remain frozen.

ARTICLE XV
HOSPITALIZATION INSURANCE

SECTION A shall be amended to read as follows:

A. The City shall continue to provide a health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees and all other benefits currently included in the New Jersey State Benefits Program (SHBP) except for any employee contributions mandated by law or co-pays as determined by the insurance plan. Effective on the date as soon as possible following the ratification of this Amendment to the Agreement dated _____, 2015 by the parties, the base plan to be offered to employees by the City shall be the Direct 15 Plan. The City shall continue to offer the Direct 10 Plan as well as others available through the SHBP. If the employee selects a plan with a higher premium cost than the Direct 15 Plan, the difference in such premium shall be borne by the employee in equal payments through payroll deductions."

The City shall continue to provide the prescription plan in effect on February 20, 2015 as established under the SHBP. Employees will be subject to any co-payment established by the Prescription Drug Plan or under the medical coverage selected by the employee.

ARTICLE XXXII

COMMENCEMENT DATE AND DURATION OF AGREEMENT

SECTION A shall be amended to read as follows:

A. This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until December 31, 2019, except that effective upon the signing of this Agreement, the salary for a new employee shall be pursuant to the Salary Schedules 2014-2019 set forth in Appendix "A".

APPENDIX A
SALARY SCHEDULES – 2014-2019

A. Employees shall receive annual salaries as follows:

	Effective <u>1/1/14</u>	Effective <u>1/1/15</u>	Effective <u>1/1/16</u>	Effective <u>1/1/17</u>	Effective <u>1/1/18</u>	Effective <u>1/1/19</u>
Academy/ Probation (1 year)	\$35,153	\$35,856	\$36,573	\$37,305	\$37,305	\$37,305
Step 1	37,992	38,752	39,269	40,317	40,317	40,317
Step 2	40,831	41,648	42,481	43,330	43,330	43,330
Step 3	46,510	47,440	48,389	49,357	49,357	49,357
Step 4	52,796	53,852	54,929	56,028	56,028	56,028
Step 5	59,084	60,266	61,471	62,700	62,700	62,700
Step 6	63,064	64,325	65,612	66,924	66,924	66,924
Step 7	67,044	68,385	69,753	71,148	71,148	71,148
Step 8	71,292	72,718	74,172	75,656	75,656	75,656
Step 9	75,540	77,051	78,592	80,164	80,164	80,164
Step 10	79,786	81,382	83,009	84,670	84,670	84,670
Step 11	84,035	85,715	87,430	89,178	90,962	92,781
SGT.	89,746	91,541	93,371	95,239	97,144	99,087
LT.	97,147	99,090	101,072	103,093	105,155	107,258
CAPT.	101,968	104,008	106,088	108,210	110,374	112,582

Those employees on Step 7 in 2013 shall be placed on Step 11 effective 1/1/14.

02/20/15

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 58-2015**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION
NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH
THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS
ACT, N.J.S.A. 10:4-12b(4), REGARDING CONTRACT NEGOTIATIONS
WITH SOUTH JERSEY GAS**

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

WHEREAS, the Open Public Meetings Act, NJSA 10:4-12 provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the City Council of the City of Northfield to discuss in a session not open to the public certain matters relating to items authorized by NJSA 10:4-12b(4), specifically, the contract negotiations with South Jersey Gas for a cooperative paving agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Northfield that Council move into Executive Session, closed to the public.

IT IS FURTHER RESOLVED that the deliberations conducted in closed session may be released when a decision with respect to the matter has been made and all rights to litigate or appeal are exhausted; provided, that material entitled to Court protection or subject to attorney-client privilege shall not be disclosed.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a special meeting of the City Council of Northfield, held this 25th day of February, 2015.

Mary Canesi, RMC, Municipal Clerk