

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 4, 2014**

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: Chau, Dewees, Perri, Piergiovanni, Travagline

RESOLUTIONS

33-2014 Appointment to Fill a Vacancy on Council

34-2014 Appointment to Fill a Vacancy in the Office of Mayor

APPROVAL OF MINUTES – December 17, 2013; January 7, 2014

COMMITTEE REPORTS

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

35-2014 Final Work Change Order No. 1 – Drainage Improvements on Roosevelt Avenue

36-2014 Authorizing Release of Inspection Escrow Block 95 Lot 16

37-2014 Appointment of Special Conflict Prosecutor Limited to State of New Jersey v. F. Paula Castoran – Docket Nos. SC-2012-004371 and SC-2012-004372

38-2014 Final Change Order No. 1 – Reconstruction of Broad Street Phase I

39-2014 To authorize Family Association of Northfield, Inc. as the Entity Responsible for the Administration of the Golf Sporting Program within the City of Northfield

40-2014 To Confirm the Appointment of Robert L. James to the Position of Deputy Municipal Emergency Management Coordinator

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 4, 2014**

- 41-2014** Municipal Emergency Management Team Volunteer Appointments

- 42-2014** A Resolution Authorizing the Northfield Fire Department to Apply for and Obtain a Grant from the New Jersey American Water Company

- 43-2014** Approval of Specifications and Authorization to Proceed with Public Bidding for The Remaining Improvements Required to Complete the Project Known as the Enclave at Shore Mill in the City of Northfield

- 44-2014** Acceptance of The LOSAP Point System and Qualifiers for Members of the Northfield Volunteer Fire Co. #1

- 45-2014** Approval of Specifications and Authorization to Proceed with Public Bidding for Drainage Improvements in the Areas of Broad Street and Fuae Avenues in the City of Northfield

- 46-2014** Final Approval of Government Energy Aggregation Agreement Between the City of Northfield and Commercial Utility Consultants, Inc. (CUC)

ORDINANCE

- 1-2014** 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

PAYMENT OF BILLS \$ 1,491,338.40

MEETING NOTICES

City Council	February 18 th	6:00pm Work Session Regular Session Immediately Following
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ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 33-2014**

APPOINTMENT TO FILL A VACANCY ON COUNCIL

WHEREAS, the term of Councilmember 1st Ward was vacated on January 7, 2014; and

WHEREAS, Councilman Frank Perri, Jr. submitted to the City Clerk his resignation from said position by letter dated January 7, 2014 effective the same day, thus creating a vacancy in that position pursuant to N.J.S.A. 40A:16-3(f); and

WHEREAS, pursuant to N.J.S.A. 40A: 16-5(b), a vacancy in that position may be filled by the procedure set forth in N.J.S.A. 40A:16-11; and

WHEREAS, the Municipal Committee of the political party of which Councilman Frank Perri, Jr. was the nominee has by letter dated January 7, 2014 presented to the Governing Body the names of three nominees for the selection of a successor to fill said vacancy.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body this 4th day of February, 2014 that _____ shall be and hereby is appointed to fill the vacancy created by the resignation of Councilman 1st Ward Frank Perri, Jr., until the successor is qualified and certified after the next General Election.

BE IT FURTHER RESOLVED that _____ shall take his seat on Council immediately with all voting rights and privileges of that office.

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 4th day of February, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 34-2014**

APPOINTMENT TO FILL A VACANCY IN THE OFFICE OF MAYOR

WHEREAS, the term of Mayor was vacated on January 13, 2014; and

WHEREAS, Mayor Vincent Mazzeo. submitted to the City Clerk his resignation from said position by letter dated January 13, 2014 effective 11:59 pm the same day, thus creating a vacancy in that position pursuant to N.J.S.A. 40A:16-3(f); and

WHEREAS, pursuant to N.J.S.A. 40A: 16-5(b), a vacancy in that position may be filled by the procedure set forth in N.J.S.A. 40A:16-11; and

WHEREAS, the Municipal Committee of the political party of which Mayor Vincent Mazzeo. was the nominee has by letter dated January 14, 2014 presented to the Governing Body the names of three nominees for the selection of a successor to fill said vacancy.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body this 4th day of February, 2014 that _____ shall be and hereby is appointed to fill the vacancy created by the resignation of Mayor Vincent Mazzeo, until the successor is qualified and certified after the next General Election.

BE IT FURTHER RESOLVED that _____ shall take his seat on immediately with all voting rights and privileges of that office.

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 4th day of February, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 35-2014**

**FINAL WORK CHANGE ORDER NO. 1
DRAINAGE IMPROVEMENTS
ON ROOSEVELT AVENUE
CITY OF NORTHFIELD, NEW JERSEY**

WHEREAS, the City of Northfield did award a contract for the “Drainage Improvements on Roosevelt Avenue” and did enter into a contract with F.W. Shawl & Sons, Inc. for the amount of \$324,950.00 and;

WHEREAS, during performance of the project, the contract quantities were adjusted as required to meet the actual amounts used during the construction, and some additional work was required to properly complete and enhance the project, with the adjusted quantities and additional work being herein enclosed in Appendix A;

NOW, THEREFORE, BE IT RESOLVED that the Contract for “Drainage Improvements on Roosevelt Avenue” be amended from \$324,950.00 to \$213,148.60 for a net decrease of \$111,801.40.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted as a regular meeting of the City Council of Northfield, held this 4th day of February, 2014.

Mary Canesi, RMC, Municipal Clerk

**APPENDIX A-RESOLUTION 35-2014
DRAINAGE IMPROVEMENTS AT
ROOSEVELT AVENUE, CITY OF NORTHFIELD - Doran # 11453**

ITEM	DESCRIPTION	QTY/UNIT	QTY/DATE	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	100%	\$10,000.00	\$10,000.00
2	EXPLORATORY EXCAVATIONS/ IF & WHERE DIRECTED	CY	154 CY	\$50.00	\$7,700.00
3	EXCAVATION/REMOVAL OF UNSUITABLE BASE	CY	0 CY	\$50.00	\$0.00
4	GRAVEL SUB-BASE - DGA/ IF & WHERE DIRECTED	CY	0 CY	\$12.00	\$0.00
5	PROP. 18" HDPE PIPE	LF	1287 LF	\$35.00	\$45,045.00
6	PROP. 18" REINFORCED CONCRETE PIPE	LF	76 LF	\$100.00	\$7,600.00
7	STORMWATER MANHOLE 6.5' X 4' WITH WEIR	UN	1 UN	\$3,500.00	\$3,500.00
8	STORMWATER MANHOLE 4' DIAMETER	UN	6 UN	\$3,200.00	\$19,200.00
9	CONCRETE CURB	LF	556 LF	\$25.00	\$13,900.00
10	CONCRETE DRIVEWAY	SY	100 SY	\$54.00	\$7,884.00
11	CONCRETE SIDEWALK	SY	228 SY	\$52.00	\$11,856.00
12	ASPHALT DRIVEWAY	SY	25 SY	\$35.00	\$0.00
13	TRENCH RESTORATION	SY	0 SY	\$35.00	\$0.00
14	A. MUN. ROAD - 6" DGA, 6" HMA 19M64	SY	750 SY	\$40.00	\$28,080.00
15	B. STATE ROAD - 6" DGA, 9" HMA 19M64	SY	75 SY	\$40.00	\$2,280.00
16	MILL EXISTING SURFACE, 2" THICK	SY	2,127 SY	\$5.00	\$10,635.00
17	HMA SURFACE COURSE HMA 9.5M64, 2" THICK	SY	2,150 SY	\$15.00	\$31,905.00
18	CONCRETE GUTTER 12"	LF	110 LF	\$30.00	\$0.00
19	6" SEWER LATERAL WITH CLEAN OUT/ IF & WHERE DIRECTED	UN	4 UN	\$500.00	\$0.00
20	RESET EXISTING CASTINGS IF & WHERE DIRECTED	UN	4 UN	\$1,400.00	\$8,400.00
21	WATER SERVICE LATERAL IF & WHERE DIRECTED	UN	6 UN	\$1,400.00	\$8,400.00
22	TOPSOIL AND SOD	SY	355 SY	\$6.00	\$672.00
23	ADA DETECTABLE WARNING SURFACE	SY	112 SY	\$6.00	\$672.00
24	A. INSTALLED ON EXISTING RAMPS	SY	4 SY	\$250.00	\$750.00
25	B. INSTALLED ON NEW RAMPS	SY	4 SY	\$400.00	\$400.00
26	TRAFFIC CONTROL AND PROTECTION	SY	1 SY	\$400.00	\$400.00
27	A. CONSTRUCTION SIGN	UN	4 UN	\$10.00	\$40.00
28	1. W20-1 "ROAD WORK 500 FT"	UN	4 UN	\$10.00	\$40.00
29	2. W20-1 "ROAD WORK 1000 FT"	UN	4 UN	\$10.00	\$40.00
30	3. W20-1 "ROAD WORK 1500 FT"	UN	4 UN	\$10.00	\$40.00
31	4. W20-3 "ROAD CLOSED AHEAD"	UN	4 UN	\$10.00	\$40.00
32	5. R11-5RA16 "LOCAL TRAFFIC ONLY"	UN	4 UN	\$10.00	\$40.00
33	6. M4-10L "LEFT ARROW DETOUR"	UN	16 UN	\$10.00	\$160.00
34	7. M4-10R "RIGHT ARROW DETOUR"	UN	16 UN	\$10.00	\$160.00
35	8. M4-8A "END DETOUR"	UN	4 UN	\$10.00	\$40.00
36	9. R11-2 "ROAD CLOSED"	UN	4 UN	\$10.00	\$40.00
37	B. DRUMS	UN	40 UN	\$2.00	\$80.00
38	C. CONES	UN	60 UN	\$2.00	\$120.00
39	TRAFFIC PAINT	UN	7 UN	\$250.00	\$1,750.00
40	A. STOP BARS	UN	7 UN	\$250.00	\$1,750.00
41	B. TRAFFIC STRIPES	LF	100 LF	\$1.50	\$0.00
42	ASPHALT PRICE ADJUSTMENT	LUMP SUM	0%	\$6,000.00	\$391.60
43	FUEL PRICE ADJUSTMENT	LUMP SUM	0%	\$2,000.00	\$0.00
44	CITY ALLOWANCE	LUMP SUM	0%	\$10,000.00	\$0.00
45	TERMO PLASTIC CROSSWALKS	LUMP SUM	100%	\$1,264.00	\$1,264.00
	TOTAL				\$213,148.60

**CITY OF NORTHFIELD
RESOLUTION NO. 36-2014**

**AUTHORIZING RELEASE OF INSPECTION ESCROW
BLOCK 95 LOT 16**

WHEREAS the owner of Block 95, Lot 16 has requested that his Inspection Escrow funds be released; and

WHEREAS, the Planning Board Engineer has confirmed that no further inspections of Block 95, Lot 16 are required; and

WHEREAS, the Planning Board Engineer's recommendation is to release the Inspection Escrow funds.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that the remaining Inspection Escrow funds in the amount of \$3,791.00 be released to Gerald Bird Development, LLC, 1600 New Road, Northfield, NJ 08225.

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 4th day of February, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD
RESOLUTION NO. 37-2014**

**APPOINTMENT OF SPECIAL CONFLICT PROSECUTOR
LIMITED TO STATE OF NEW JERSEY v. F. PAULA CASTORAN
DOCKET NOS. SC-2012-004371 and SC-2012-004372**

WHEREAS, the City of Northfield Municipal Court is in need of a Special Conflict Prosecutor in the matter known as State of New Jersey v. F. Paula Castoran; Docket Nos. SC-2012-004371 and SC-2012-004372; and

WHEREAS, the Municipal Court for the City of Northfield has requested that Carl Tripician, Esq. be appointed as the Special Conflict Prosecutor in the matter known as State of New Jersey v. F. Paula Castoran; Docket Nos. SC-2012-004371 and SC-2012-004372;

WHEREAS, funds are available for this purpose;

WHEREAS, this appointment is awarded without Competitive Bidding as a “Professional Service” under the provisions of the Local Public Contracts Law.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Northfield, County of Atlantic, and State of New Jersey that Carl Tripician, Esq. be appointed as the Special Conflict Prosecutor in the matter known as State of New Jersey v. F. Paula Castoran; Docket Nos. SC-2012-004371 and SC-2012-004372.

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 4th day of February, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 38-2014**

**FINAL WORK CHANGE ORDER NO. 1
RECONSTRUCTION OF BROAD STREET PHASE 1
CITY OF NORTHFIELD, NEW JERSEY**

WHEREAS, the City of Northfield did award a contract for the “Reconstruction of Broad Street Phase 1” and did enter into a contract with Arawak Paving Co., Inc. for the amount of \$213,000.00 and;

WHEREAS, during performance of the project, the contract quantities were adjusted as required to meet the actual amounts used during the construction, and some additional work was required to properly complete and enhance the project, with the adjusted quantities and additional work being identified herein;

Item No.	Description	Quantity	Unit Price	Amount
2	Excavation	-200	0.01	-2.00
3	DGA Base Course	-500	0.01	-5.00
8	Concrete Driveway	-36.81	57.00	-2098.17
9	Concrete Sidewalk	-51.32	55.00	- 2822.60
19A1	Construction sign-W20	-3	0.01	-0.03
19A2	Construction sign-W20	-3	0.01	-0.03
19A3	Construction sign-W20	-3	0.01	-0.03
20	Asphalt Price Adjustment	-1.4579117	6000.00	- 8747.47
21	Fuel Price Adjustment	-1.1668846	2000.00	-2333.77
			Subtotal	-16,009.10
7	Concrete Curb	+ 63	25.00	+1575.00
10	36" Concrete Rocker Gutter	+181	44.00	+7964.00
16	Asphalt driveway	+125.50	20.00	+2510.00
17	Relocate sanitary sewer cleanout	+1	319.11	+ 319.11
			Subtotal	+12,368.11
			TOTAL	3,640.99

NOW, THEREFORE, BE IT RESOLVED that the Contract for “Reconstruction of Broad Street Phase 1” be amended from \$213,000.00 to \$209,359.01 for a net decrease of \$3,640.99.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted as a regular meeting of the City Council of Northfield, held this 4th day of February, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 39-2014**

**TO AUTHORIZE FAMILY ASSOCIATION OF NORTHFIELD, INC. AS
THE ENTITY RESPONSIBLE FOR THE ADMINISTRATION OF THE
GOLF SPORTING PROGRAM WITHIN THE CITY OF NORTHFIELD**

WHEREAS, Family Association of Northfield, Inc. is a not-for-profit corporation serving citizens and children of the City of Northfield; and

WHEREAS, Family Association of Northfield Inc. has been or will be authorized to expend public funds allocated by the City of Northfield for use in promoting athletics and athletic programs, the betterment of the athletic programs, the fostering of good sportsmanship, the provision of recreational activities and the physical well-being of the children of the City of Northfield;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Northfield that Family Association of Northfield, Inc. is hereby officially recognized as the entity responsible for the administration of the golf sporting program for the children of the City of Northfield.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Northfield, held this 4th day of February, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 40-2014**

**TO APPOINT ROBERT L. JAMES TO THE POSITION OF DEPUTY
MUNICIPAL EMERGENCY MANAGEMENT COORDINATOR**

BE IT RESOLVED that the appointment of Robert L. James to the position of Deputy Municipal Emergency Management Coordinator effective February 4, 2014 is hereby approved and ratified.

BE IT FURTHER RESOLVED, that Robert L. James has agreed to accept the position without any additional compensation.

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 4th day of February, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 41-2014**

**MUNICIPAL EMERGENCY MANAGEMENT TEAM VOLUNTEER
APPOINTMENTS**

WHEREAS, it is the policy of the City of Northfield to identify and appoint the Municipal Emergency Management Team Volunteers.

THEREFORE, BE IT RESOLVED that the Municipal Emergency Team Volunteers be appointed as follows:

Felonee Rhoads
Lisa Brown
Randy Clark
Harry Cohen
OEM Staff

Operations Section Chief
Finance/Administration Section Chief
Logistics Section Chief
Communications Unit Leader
Volunteers

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 4th day of February, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 42-2014**

**A RESOLUTION AUTHORIZING THE NORTHFIELD FIRE
DEPARTMENT TO APPLY FOR AND OBTAIN A GRANT
FROM NEW JERSEY AMERICAN WATER**

WHEREAS, the Northfield Fire Department wishes to apply for and obtain a grant from the New Jersey American Water Company in the amount of \$1,000.00; and;

WHEREAS, said grant monies will fund purchase of new Communications equipment for the Fire Department with no required match; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Northfield, County of Atlantic, State of New Jersey, that the Northfield Fire Department shall submit an application for such a grant in accordance with all pertinent terms, conditions and requirements which may be established for such an application and, further, shall accept and agree to comply with and fulfill each of the understandings and assurances contained in said application.

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 4^h day of February, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 43-2014**

**APPROVAL OF SPECIFICATIONS AND AUTHORIZATION TO
PROCEED WITH PUBLIC BIDDING FOR THE REMAINING
IMPROVEMENTS REQUIRED TO COMPLETE THE PROJECT
KNOWN AS THE ENCLAVE AT SHORE MILL IN THE CITY OF
NORTHFIELD**

WHEREAS, on October 22, 2013, Council did adopt Resolution No. 181-2013, authorizing the City Engineer to prepare the bid specifications for the remaining improvements required to complete the project known as the Enclave at Shore Mill in the City of Northfield; and

WHEREAS, said specifications were prepared by Dan Kwapinski, of Schaffer, Nassar, Scheidegg, Consulting Engineers, and have been reviewed by the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Northfield, Atlantic County, New Jersey that the aforesaid specifications are hereby approved and the City Engineer is authorized to proceed with public bidding for this project.

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 4th day of February, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 44-2014**

**ACCEPTANCE OF THE LOSAP POINT SYSTEM AND QUALIFIERS
FOR MEMBERS OF THE NORTHFIELD VOLUNTEER FIRE CO. #1**

WHEREAS, by Ordinance 13-2001, Northfield Volunteer Fire Co. #1 Length Of Service Awards Program Act (LOSAP) for the City of Northfield was created pursuant to N.J.S.A. 40A:14-183 et seq.; and

WHEREAS, the following members of the Northfield Volunteer Fire Co. #1 have met their LOSAP requirements for their TWELFTH YEAR November 1, 2012 through October 31, 2013: Louis G. Carey, Eustace Eggie, Jr., Edward Hackett, Robert Leeds; Henry Martinelli, Donald M. Morey; and

WHEREAS, the following member has qualified for his ELEVENTH YEAR: Bruce Cummings; and

WHEREAS, the following member has qualified for his NINTH YEAR: Kevin Morey; and

WHEREAS, the following member has qualified for his SEVENTH YEAR: Brian Flaherty; and

WHEREAS, the following members have qualified for their FIFTH YEAR: Eric Shenkus, Lee Litchenberger; and

WHEREAS, the following member has qualified for his FIRST YEAR: John Ordille.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body that the qualifiers are accepted as presented in this Resolution, and have met the necessary requirements for the year November 1, 2012 through October 31, 2013.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the City Council of Northfield, held this 4th day of February, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 45-2014**

**APPROVAL OF SPECIFICATIONS AND AUTHORIZATION TO
PROCEED WITH PUBLIC BIDDING FOR DRAINAGE
IMPROVEMENTS IN THE AREAS OF BROAD STREET AND FUA
AVENUES IN THE CITY OF NORTHFIELD**

WHEREAS, on August 27, 2013, Council did adopt Resolution No. 159-2013, authorizing the City Engineer to prepare the bid specifications for the drainage improvements in the areas of Broad Street and Virginia Avenue in the City of Northfield, and funds are available for this purpose; and

WHEREAS, said specifications were prepared by Dan Kwapinski, of Schaffer, Nassar, Scheidegg, Consulting Engineers, and have been reviewed by the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Northfield, Atlantic County, New Jersey that the aforesaid specifications are hereby approved and the City Engineer is authorized to proceed with public bidding for this project.

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 4th day of February, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 46-2014**

**FINAL APPROVAL OF GOVERNMENT ENERGY AGGREGATION
AGREEMENT BETWEEN THE CITY OF NORTHFIELD AND
COMMERCIAL UTILITY CONSULTANTS, INC. (CUC)**

WHEREAS, on November 19, 2013, the City Council of the City of Northfield did authorize Resolution No. 187-2013 appointing CUC to serve as Energy Agent to assist the City of Northfield with the administration of its energy aggregation program, in accordance with a written agreement to be executed between the City of Northfield and CUC; and

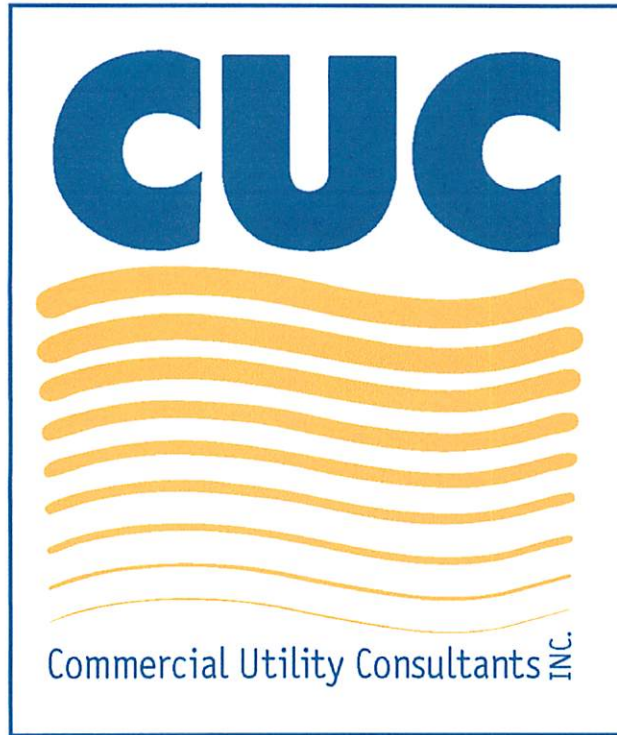
WHEREAS, said agreement has been reviewed for the City of Northfield by its Solicitor, and has been approved in its final form for approval by the City Council of the City of Northfield.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Northfield in the County of Atlantic, New Jersey, duly assembled in public session, as follows:

1. The Mayor, Chief Financial Officer, Treasurer or other municipal officer is hereby authorized and directed to execute, on behalf of the City, the Governmental Energy Aggregation Agreement between Commercial Utility Consultants, Inc. and the City of Northfield.
2. All resolutions, or parts thereof, inconsistent herewith are hereby repealed and rescinded to the extent of any such inconsistency.
3. This resolution shall take effect immediately upon adoption.

I, MARY CANESI, RMC, 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 4th day of February, 2014.

Mary Canesi, RMC, Municipal Clerk



Government Aggregation Agreement

CUC and The City of Northfield

Date of Agreement: _____

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AGREEMENT

This Agreement is entered into as of the ____ day of _____, 20__ ("Effective Date") between Commercial Utility Consultants, Inc. (CUC) with headquarter offices at 1556 McDaniel Drive, West Chester PA, and the City of Northfield with offices at 1600 Shore Road, Northfield, New Jersey 08225 ("Customer").

1. Engagement

CUC has been authorized by Ordinance and Resolution by Customer, at no cost whatsoever to Customer, to provide energy management and aggregation consulting services, including procurement services for the supply of energy and related services, including but not limited to, electricity and natural gas. Subject to the terms and conditions of this Agreement, Customer hereby engages CUC to provide the energy management and aggregation services, as further described in the options on Schedule 1 attached hereto, for the accounts and/or facilities listed in separate Letter(s) of Authorization (LOAs) signed and submitted by Customer in the form attached hereto as Schedule 2.

2. Nature of Relationship

All Services performed by CUC on behalf of Customer shall be as an independent contractor and not as an employee of Customer. It is the intention of the parties that no employer/employee, partnership, joint venture, or other similar relationship is created hereby. CUC shall have no authority to bind Customer to any commitment, contractual or otherwise, other than for Customer's use of the CUC online reverse energy auction platform. CUC shall obtain payment solely from the third-party energy supplier ("Supplier") which is ultimately retained by the Customer for the supply of energy and/or energy related services to the accounts listed in the applicable LOA pursuant to the online reverse auction administered by CUC in connection with the energy aggregation program.

3. Compensation

There will be no fees, compensation or other charges whatsoever to be paid by Customer to CUC for the services performed by CUC in connection with this Agreement and Customer shall be under no obligation to make any payments to CUC in connection with this Agreement. CUC agrees it will seek compensation solely from the Supplier for operation of the online reverse energy auction. CUC hereby holds Customer harmless for any and all claims that CUC may have for fees, compensation and charges of any type. The fees to be charged by CUC to the Supplier for the online reverse energy auction are outlined on schedule 1.



4. Term and Termination

This Agreement shall continue for a term of two years beginning on the Effective Date of this Agreement first set forth above and thereafter on a year-to-year basis until terminated by either party upon not less than sixty (60) days written notice prior to the then current term.

Notwithstanding the foregoing, if Customer contracts for the supply of energy and/or energy related services which extends beyond the term of this Agreement, the term of this Agreement shall be extended through the expiration date of the last supply contract for each applicable account. In the event a Customer transaction has extended the term of this Agreement for any specific account as described above, such termination will take effect at the expiration of the last supply contract for such account.

5. Confidentiality

Both Customer and CUC agree that information exchanged between the parties, and not publicly available, shall be deemed proprietary to the disclosing party and shall not be divulged to anyone, other than suppliers participating in the energy or energy related services solicitation or CUC licensor, without written authorization from the disclosing party, with the exception of Aggregate Information (hereinafter defined) gathered by CUC in the course of its operation. "Aggregate Information" is information that describes the habits, pricing data, usage patterns and/or demographics of Customer and other users as a group but does not reveal Customer's identity.

6. Use of Procurement Platform

CUC hereby grants to Customer, for the term of this Agreement, a non-exclusive, non-transferable, non-sub licensable license to access and use its online procurement system and related documentation ("Procurement Platform") solely for Customer's use. Customer may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, reverse engineer, decompile, create derivative works from, transfer, or sell any software, products or services obtained from the website of the Procurement Platform.

7. Indicative and Executable Events

Customer agrees that for the accounts listed in the LOA that use Indicative and Executable auctions, an "Indicative event" is to request pricing for Customer's energy procurement needs and allow suppliers to pull data and send market pricing. An "Executable event" is a supplier's



executable response of price, contract and/or terms and conditions of sale. When a supplier provides an executable offer to the Customer for its energy requirements, supplier retains the right to alter or withdraw its offer any time prior to its acceptance by Customer. By accepting an executable offer, Customer acknowledges that, once accepted by Customer on CUC's auction system, the accepted offer immediately constitutes a binding contractual agreement containing the designated contractual terms and conditions, together with the other terms contained in the offer, agreed to by both Customer and supplier. No additional changes to price, term, contract language, etc. will or can be made without written consent of all parties. Any hard copy contracts or signature pages that follow between supplier and Customer are done so only as a formality. If a dispute arises between the Customer and supplier, CUC will provide data to support the events that actually occurred.

8. Assignment

Customer shall not assign all or any portion of its rights, or delegate all or any portion of its duties under this Agreement without obtaining the prior written consent of CUC. Any assignment without such consent shall be null and void and no such assignment shall relieve Customer of any of its obligations or duties under this Agreement.

9. Governing Law

The validity, construction, and enforcement of this Agreement shall be governed by and construed, and enforced in accordance with the laws of the State of New Jersey, and the venue for any action brought hereunder shall be located in Atlantic County, State of New Jersey.

10. Entire Agreement

This Agreement and any schedules hereto constitute the entire agreement between the parties hereto. This Agreement shall not be modified in any manner, except by an instrument in writing, executed by both parties hereto.

11. CUC Indemnity

CUC shall indemnify, save harmless and defend the Customer, its elected and appointed officials, its employees, agents, and others working on behalf of the Customer, from and against any and all suits, actions, claims, losses, costs, attorney's fees, damages, or injury, to person or property, of every and any kind or description, brought against the Customer, either individually or jointly with CUC, arising out of or in any way related to this Agreement. Notwithstanding the foregoing, this paragraph shall not eliminate or limit the liability of an employee of the Customer if a judgment or other final adjudication adverse to said employee establishes that said employee's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law.



12. Insurance

Notwithstanding the above save harmless, indemnification and defense obligations, CUC shall purchase and maintain the insurance described below and such other coverage as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from this Agreement. CUC shall name the City of Northfield as an "Additional Insured" on CUC's policy of commercial general liability insurance, and simultaneously with the delivery of this executed Government Aggregation Agreement, CUC shall provide the City of Northfield with a Certificate of Insurance indicating that the insurance coverage described below, and such other coverage as is appropriate for the type of use and hazards present, has been obtained and that the City of Northfield has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, CUC shall be required to provide the City of Northfield with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City of Northfield as an "Additional Insured" for the duration of this agreement.

The following insurance and the limits of liability for the following insurance shall provide coverage for not less than the amounts listed below or greater where required by law:

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

B. General Liability Including Products & Completed Operations – With 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. City of Northfield, New Jersey shall be named as "Additional Insured".

C. Automobile 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.

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

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

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



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Commercial Utility Consultants, Inc.

City of Northfield

By: _____

By: _____

Print name: Nicholas J. Reynolds

Print name: Vincent Mazzeo

Title: COO

Title: Mayor

Date: _____

Date: _____

Attest: _____



SCHEDULE 1 - ENERGY MANAGEMENT SERVICES

RESIDENTIAL OPT OUT PROCESS: OPTION 2 - A

Once ordinance or resolution is passed by the participating government agency, CUC will:

1. CUC will provide E-procurement waiver to DCA
2. CUC will send a copy of the ordinance or resolution to each Local Distribution Company (LDC) that serves the geographic area governed by the municipality or county (N.J.A.C. 14:4-6.6a).
3. CUC will provide LDC agreement that must be executed between the governing body and each LDC that serves customers in the area (N.J.A.C. 14:4-6.6)
4. CUC will Request all eligible customers from local utility prior to indicative auction round. (N.J.A.C. 14:4-6.6f).
5. CUC will provide request for pricing (RFP) documents to the BPU and to the Rate Counsel as defined in N.J.A.C 14:3-1.1 for their comment prior to indicative auction round.
6. CUC will send BPU and Rate Counsel approved RFP to all licensed suppliers in New Jersey.
7. CUC will conduct an indicative event energy auction as per the E-procurement process (Local Unit Electronic Technology Pilot Program and Study (P.L. 2001, c.30).
8. CUC will present the government agency, pricing and agreements from suppliers of indicative event (N.J.A.C. 14:4-6.8 g 1 & 2)
9. CUC will provide governing body a BPU approved draft letter with opt out option and indicative round winning supplier price.
10. CUC will obtain signed draft letter of first mailing from governing body. Letter must be on letterhead and also signed by a government official. Letter will include indicative event price and opt out options (Opt out options will include a call center 800#, njaggregation.org website, email address, and postcard with paid postage). CUC will pay for postage and mail to all eligible residents.
11. CUC will provide each eligible customer the **first** written notice of the aggregation program (letter and paid postage return postcard). Indicative event winning supplier price will be included.
12. CUC will pay for and coordinate press release for municipality and place in select media outlets for program outreach events and news.



13. CUC will make presentations to community to educate them on program during opt out/outreach period. Outreach will include town hall meetings, radio ads, and news releases, etc.
14. CUC will pay for and maintain toll free call center for customer support during duration of program and contract terms.
15. CUC will maintain informational website and governing body will have login portal with secure access
16. CUC will maintain opt out data base and governing body will have login portal with secure access
17. At expiration of OPT OUT period CUC will conduct an executable auction event with all suppliers licensed in New Jersey per the BPU.
18. CUC will present executable event pricing to government agency and will help select the winning supplier and agreement that is most advantageous to execute. (NJ.A.C. 14:4-6.8 g 1 & 2)
19. CUC will provide a copy of the draft contract from winning supplier to the BPU and Rate Counsel for their comment (14:4-6.6)
20. CUC will inform the LDC once contract is executed between both the government agency and the winning supplier, (NJ.A.C. 14:4-6.6)
21. CUC will facilitate a **second letter** with winning supplier information to each participating customer. The letter will include information of winning supplier, along with the price and terms of the agreement (14:4-6.6).
22. CUC will facilitate with LDC a **third and final** letter to residents letting them know when the switch date will be.
23. Service to all customers will begin promptly at the next meter read date following the execution of all agreements. (NJ.A.C. 14:4-6.5 p)
24. CUC will provide monthly realized program savings and government agency will have full access and login to data.
25. CUC will continue to monitor the deregulated energy marketplace and will start the reverse energy procurement process prior to winning contract end date per energy market conditions.
26. Without limitation of any provision of the Government Aggregation Agreement to which this Schedule is attached, CUC will perform all obligations set forth in any aggregation agreement made by and between the LDC, the City of Northfield and Commercial Utility Consultants, LLC. In this regard, when any section of such aggregation agreement refers



to a responsibility that is potentially a joint responsibility of the City of Northfield and/or CUC, then, with regard to such item, CUC agrees to perform said obligations and to indemnify and hold harmless the City of Northfield relative to same. However, the above notwithstanding, if the obligation can only be performed by the City of Northfield, given its status as a governmental unit, then in such event CUC shall promptly provide the City of Northfield with written notice of such requirement. The City of Northfield shall perform same within a reasonable time after receipt of such notice.



COMMERCIAL OPT IN PROCESS - OPTION 2 - A

After ordinance or resolution is passed by the participating government agency

1. CUC will send a copy of the ordinance or resolution to each Local Distribution Company (LDC) that serves the geographic area governed by the municipality or county (NJ.A.C. 14:4-6)
2. CUC will request from LDC all eligible customers for OPT IN options. (NJ.A.C. 14:4-6.6f).
3. CUC will provide a draft letter with OPT IN options for signature
4. CUC will obtain signed draft letter of first mailing from governing body. Letter must be on letterhead and also signed by a government official. Letter will include executable event price and opt in options (Opt in options will include a call center 800#, njaggregation.org website, email address, and postcard with paid postage). CUC will pay for postage and mail to all eligible residents.
5. CUC will pay for and provide each eligible customer written notice of the aggregation program (letter and postcard) (NJ.A.C. 14:4-6.6).
6. At expiration of OPT IN period CUC will conduct an energy auction as per the E-procurement process (Local Unit Electronic Technology Pilot Program and Study (P.L. 2001, c.30).
7. CUC will present executable event pricing to government agency and will help select the winning supplier and agreement that is most advantageous to execute. (NJ.A.C. 14:4-6.8 g 1 & 2)
8. CUC will provide a copy of the draft contract from winning supplier to the BPU and Rate Counsel for their comment (14:4-6.6)
9. CUC will inform the LDC once contract is executed between the government agency and the winning supplier, (NJ.A.C. 14:4-6.6)
10. CUC will facilitate contract execution between both the government agency and the winning supplier in the aggregation program.
11. CUC will then inform the LDC of the winning supplier (NJ.A.C. 14:4-6.6)
12. CUC will collaborate with winning supplier to provide each eligible customer a second letter. The letter will include information of winning supplier, along with the price and terms of the agreement (14:4-6.6) Attached copy of and Terms and Conditions



13. CUC will facilitate local LDC to send a third and final letter to property owners letting them know when the switch date will be.
14. CUC will facilitate with winning supplier and LDC service to all customers will begin promptly at the next meter read date following the execution of all agreements. (NJ.A.C. 14:4-6.5 p)
15. CUC will continue to monitor the deregulated energy marketplace and will start the reverse energy procurement process 4 months prior to TPS contract end date.
16. Without limitation of any provision of the Government Aggregation Agreement to which this Schedule is attached, CUC will perform all obligations set forth in any aggregation agreement made by and between the LDC, the City of Northfield and Commercial Utility Consultants, LLC. In this regard, when any section of such aggregation agreement refers to a responsibility that is potentially a joint responsibility of the City of Northfield and/or CUC, then, with regard to such item, CUC agrees to perform said obligations and to indemnify and hold harmless the City of Northfield relative to same. However, the above notwithstanding, if the obligation can only be performed by the City of Northfield, given its status as a governmental unit, then in such event CUC shall promptly provide the City of Northfield with written notice of such requirement. The City of Northfield shall perform same within a reasonable time after receipt of such notice.

CUC fee \$ _____/KWH & \$ _____DTH

