

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
MARCH 24, 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

- 7:00 PM Presentation of 2014 Valor Award – Detective Michael Buccafurni

APPROVAL OF MINUTES –March 10, 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

Council President Travagline

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

67-2015 Authorization for Final Restoration Waiver and Execution of Agreement with South Jersey Gas Company, Inc.

68-2015 Award of Contract without Public Advertisement for Bids to James M. Shippen General Construction

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
MARCH 24, 2015**

ORDINANCES

- 9-2015** An Ordinance Amending Chapter 330 Of The Code Of The City Of Northfield
Governing Streets And Sidewalks
2nd Reading/Public Hearing/Final Adoption
Published in the Press of AC 3/27/2015
- 10-2015** An Ordinance Amending Chapter 264 of the Code of the City of Northfield
Governing Precious Metals and Secondhand Goods
2nd Reading/Public Hearing/Final Adoption
Published in the Press of AC 3/27/2015
- 11-2015** An Ordinance Authorizing a Shared Services Agreement between
the City of Northfield and the Atlantic County Utilities Authority
Introduction/No Public Input
Published in the Press of AC 3/28/2015
2nd Reading/Public Hearing/Final Adoption 4/14/2015

PAYMENT OF BILLS \$1,779,412.81

MEETING NOTICES

City Council	April 14, 2015	6:00pm Work Session Regular Session Immediately Following
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ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 68-2015**

**AWARD OF CONTRACT WITHOUT PUBLIC ADVERTISEMENT FOR
BIDS TO JAMES M. SHIPPEN GENERAL CONSTRUCTION**

WHEREAS, the City of Northfield has an urgent need to have roof repairs performed at the Otto Bruyns Public Library of Northfield and shall award a contract without public advertisement for bids, pursuant to the provisions of *N.J.S.A. 19:44A-20.4* ; and,

WHEREAS, quotes were solicited and the lowest responsive quote was submitted by James M. Shippen General Construction, 2306 Shepherd Drive, Northfield, NJ 08225, in the amount of \$17,950.00; and

WHEREAS, the anticipated term of this contract is *1* year; and

WHEREAS, James M. Shippen General Construction, has completed and submitted a Business Entity Disclosure Certification which certifies that James M. Shippen General Construction has not made any reportable contributions to a political or candidate committee in the City of Northfield in the previous one year, and that the contract will prohibit James M. Shippen General Construction, from making any reportable contributions through the term of the contract, and

WHEREAS, the City of Northfield is complying with certification of the availability of funds requirements according the N.J.A.C.5:30-5.4.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Northfield authorizes the Chief Financial Officer to enter into a contract with James M. Shippen General Construction, as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

I, Mary Canesi, Municipal Clerk, do hereby certify that the foregoing Resolution was adopted at a Regular meeting of the City Council of Northfield, held this 24th day of March, 2015.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 67-2015**

**AUTHORIZATION FOR FINAL RESTORATION WAIVER AND
EXECUTION OF AGREEMENT WITH SOUTH JERSEY GAS
COMPANY, INC.**

WHEREAS, the City of Northfield is currently in the process of completing its 2014 Road Paving Project which includes the milling and paving of certain streets and roads in the City of Northfield including but not necessarily limited to portions of Rosedale Avenue, Yorkshire Avenue and Surrey Avenue; and

WHEREAS, the City of Northfield's 2014 Road Paving Project contemplates, among other things, the full width resurfacing/asphalt paving of certain streets and roads in the City of Northfield including but not necessarily limited to portions of Rosedale Avenue, Yorkshire Avenue and Surrey Avenue; and

WHEREAS, concurrent with the City of Northfield's 2014 Road Paving Project, South Jersey Gas, a New Jersey Public Utility providing natural gas to the residents of the City of Northfield, is in the process of replacing natural gas infrastructure in need of replacement within certain streets and roads in the City of Northfield including but not necessarily limited to portions of Rosedale Avenue, Yorkshire Avenue and Surrey Avenue; and

WHEREAS, as part of South Jersey Gas' natural gas infrastructure replacement, South Jersey Gas is required to comply with the Final Restoration requirements of:

1. Sections 330-16(A)(1) which sets forth the Final Restoration requirements for any street opening on a street that has been constructed, reconstructed, or overlaid between five years and eight years after the completion of said construction, reconstruction, or overlay including but not limited to half-width paving from the center line to the curb on the side affected by the road opening; 6" gravel or similar sub-base, four-inch stabilized base (HMA19M64) to the surface; milling; and machine-placed and rolled surface course as per New Jersey Department of Transportation Standard Specifications for Roads and Bridges-2007, and as amended; and
2. 330-18(A)(3)(c) which sets forth the Final Restoration requirements for street openings in streets older than eight years including but not limited to milling to a depth of two inches to a distance of at least 12 inches beyond the trench width to produce a clean edge; asphaltic tack edge coating prior to a two-inch lift of bituminous concrete surface course being placed to a level even with the existing road grade; and

WHEREAS, the final paving efforts of the City of Northfield in connection with its Northfield's 2014 Road Paving Project and South Jersey Gas in connection with its natural gas infrastructure replacement in the areas above described are, to a significant extent, duplicative in that South Jersey Gas would comply with the Final Restoration requirements of Sections 330-16(A)(1) and 330-18 (A)(3)(c) which final restoration work would then be milled and repaved by or on behalf of the City of Northfield in the completion of Northfield's 2014 Road Paving Project; and

WHEREAS, the City of Northfield and South Jersey Gas want to work cooperatively in order to avoid duplication of efforts and the unnecessary cost and expense of paving, demolition, milling and repaving of the same areas while at the same time accomplishing (i) the needed and required repaving of streets in need of resurfacing; and (ii) the needed natural gas infrastructure improvements; and

WHEREAS, in order to work cooperatively and to avoid duplication of efforts and the unnecessary cost and expense of paving, demolition, milling and repaving of the same areas, the City of Northfield, under these particular facts and without setting any precedent for any future road openings in the City of Northfield, has been requested by South Jersey Gas to waive the Final Restoration requirements of Sections 330-16(A)(1) and 330-18 (A)(3)(c), and only the Final Restoration requirements of Sections 330-16(A)(1) and 330-18 (A)(3)(c), in the areas graphically depicted as areas of "City Paving" on the attached Exhibit "A" in exchange for South Jersey Gas' agreement to provide, *inter alia*, full width, 2" milling and paving per agreed upon specifications in the areas graphically depicted as areas of "SJG Paving" on the attached Exhibit "A" which areas include portions of Steelman Avenue, Cornwall Avenue and Rosedale Avenue; and

WHEREAS, in addition to completing the SJG Paving graphically depicted on Exhibit "A" attached to this Resolution, South Jersey Gas shall comply with all of the other requirements of the Code for the City of Northfield specifically including, but not limited to Chapter 330 of said Code; as set forth in the Waiver and Paving Agreement attached hereto as Exhibit "B"; and

BE IT RESOLVED, under the particular facts set forth above and without setting any precedent for any future road openings in the City of Northfield, the Council for the City of Northfield hereby agrees to grant to South Jersey Gas a waiver of the Final Restoration requirements of Sections 330-16(A)(1) and 330-18 (A)(3)(c), and only the Final Restoration requirements of Sections 330-16(A)(1) and 330-18 (A)(3)(c), in the areas graphically depicted as areas of "City Paving" on the attached Exhibit "A" in exchange for and conditioned upon (i) South Jersey Gas' agreement to complete the SJG Paving in accordance with the terms and conditions of the Waiver and Paving Agreement

attached hereto as Exhibit "B"; (ii) South Jersey Gas' compliance with all of the other requirements of the Code for the City of Northfield specifically including, but not limited to Chapter 330 of said Code; (iii) the full execution of the Waiver and Paving Agreement attached hereto as Exhibit "B".

BE IT FURTHER RESOLVED, that the Mayor for the City of Northfield is hereby authorized to execute the Waiver and Paving Agreement attached hereto as Exhibit "B".

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 24th day of March, 2015.

Mary Canesi, RMC, Municipal Clerk

WAIVER AND PAVING AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2015, between the **CITY OF NORTHFIELD, NEW JERSEY**, party of the first part, and **SOUTH JERSEY GAS COMPANY, INC. (“South Jersey Gas” or “SJG”)**, party of the second part.

RECITALS

WHEREAS, the City of Northfield is in the process of completing its 2014 Road Paving Project which includes the milling and paving of certain streets and roads in the City of Northfield including but not necessarily limited to portions of Rosedale Avenue, Yorkshire Avenue and Surrey Avenue; and

WHEREAS, the City of Northfield’s 2014 Road Paving Project contemplates, among other things, the full width resurfacing/asphalt paving of certain streets and roads in the City of Northfield including but not necessarily limited to portions of Rosedale Avenue, Yorkshire Avenue and Surrey Avenue; and

WHEREAS, concurrent with the City of Northfield’s 2014 Road Paving Project, South Jersey Gas, a New Jersey Public Utility providing natural gas to the residents of the City of Northfield, is in the process of replacing natural gas infrastructure in need of replacement within certain streets and roads in the City of Northfield including but not necessarily limited to portions of Rosedale Avenue, Yorkshire Avenue, Steelman Avenue and Surrey Avenue; and

WHEREAS, as part of South Jersey Gas’ natural gas infrastructure replacement, South Jersey Gas is required to comply with the Final Restoration requirements of:

A. Sections 330-16(A)(1) of the Code of the City of Northfield (“the Code”) which sets forth the Final Restoration requirements for any street opening on a street that has been constructed, reconstructed, or overlaid between five years and eight years after the completion of said construction, reconstruction, or overlay including but not limited to half-width paving from the center line to the curb on the side affected by the road opening; 6”gravel or similar sub-base, four-inch stabilized base (HMA19M64) to the surface; milling; and machine-placed and rolled surface course as per New Jersey Department of Transportation Standard Specifications for Roads and Bridges-2007, and as amended; and

B. 330-18(A)(3)(c) of the Code which sets forth the Final Restoration requirements for street openings in streets older than eight years including but not limited to milling to a depth of two inches to a distance of at least 12 inches beyond the trench width to produce a clean edge; asphaltic tack edge coating prior to a two-inch lift of bituminous concrete surface course being placed to a level even with the existing road grade; and; and

WHEREAS, the final paving efforts of the City of Northfield in connection with its Northfield’s 2014 Road Paving Project and South Jersey Gas in connection with its natural gas infrastructure replacement in the areas above described are, to a significant extent, duplicative in that South Jersey Gas would comply with the Final Restoration requirements of Sections 330-16(A)(1) and 330-18 (A)(3)(c) of the Code which final restoration work would then be milled

and repaved by or on behalf of the City of Northfield in the completion of Northfield's 2014 Road Paving Project; and

WHEREAS, the City of Northfield and South Jersey Gas want to work cooperatively in order to avoid duplication of efforts and the unnecessary cost and expense of paving, demolition, milling and repaving of the same areas while at the same time accomplishing: (i) the needed and required repaving of streets in need of resurfacing; and (ii) the needed natural gas infrastructure improvements; and

WHEREAS, the City of Northfield, under these particular facts and without setting any precedent for any future road openings in the City of Northfield, has been requested by South Jersey Gas to waive the Final Restoration requirements of Sections 330-16(A)(1) and 330-18(A)(3)(c), **only** in the areas graphically depicted as areas of "City Paving" on the attached **Exhibit "A"** (hereby made a part of this Agreement) in exchange for South Jersey Gas' agreement to provide, *inter alia*, full width, 2" milling and paving in the areas graphically depicted as areas of "SJG Paving" on the attached Exhibit "A" which areas include portions of Steelman Avenue, Cornwall Avenue and Rosedale Avenue; and

WHEREAS, in addition to completing the SJG Paving graphically depicted on Exhibit "A" attached to this Resolution, South Jersey Gas shall comply with all of the other requirements of the Code for the City of Northfield specifically including, but not limited to Chapter 330 of said Code; and

WHEREAS, under the particular facts set forth above and without setting any precedent for any future road openings in the City of Northfield, the Council for the City of Northfield, by Resolution No. 67-2015 (attached as **Exhibit "B"** and made a part hereof) granted to South Jersey Gas a waiver of the Final Restoration requirements of Sections 330-16(A)(1) and 330-18(A)(3)(c), **only** in the areas graphically depicted as areas of "City Paving" on the attached Exhibit "A" in exchange for and conditioned upon (i) South Jersey Gas' agreement to complete the SJG Paving in accordance with the terms and conditions of this Waiver and Paving Agreement; (ii) South Jersey Gas' compliance with all of the other requirements of the Code for the City of Northfield specifically including, but not limited to Chapter 330 of said Code; (iii) the full execution of this Waiver and Paving Agreement.

WITNESSETH that the City of Northfield and South Jersey Gas, for good and valuable consideration, as herein provided, and in further consideration of the promises, covenants and agreements herein entered into between the parties hereto, do hereby covenant, promise and agree as follows.

1. SJG shall perform all of the labor and furnish all the materials, tools and implements, and will well and faithfully perform and complete the 2" milling and resurfacing/asphalt paving of the areas denoted as "SJG Paving" on the attached Exhibit "A" in accordance with this Agreement. As good and valuable consideration of SJG performing this Contract in the manner herein stated, the City of Northfield has adopted Resolution No. 67-2015 (Exhibit "B") granting to South Jersey Gas a waiver of the Final Restoration requirements of Sections 330-16(A)(1) and 330-18(A)(3)(c) in the areas graphically depicted as areas of "City Paving" on the attached Exhibit "A". In lieu of that Final Restoration work, in the areas graphically depicted as areas of "SJG Paving" on the attached Exhibit "A" which areas include portions of Steelman Avenue, Cornwall Avenue and Rosedale Avenue SJG shall complete:

- full width final roadway restoration including 2-inch milling and 2-inch surface coarse asphalt paving (HMA12.5M64).
- The final restoration shall be machine-placed and rolled as per New Jersey Department Transportation Standard Specifications for Roads and Bridges-2007, and as amended.
- Prior to final surface restoration all trenches shall have the required 6-inch base asphalt material (HMA19M64) level to the final surface grade.
- All existing edges shall be coated with an asphalt tack coat prior to a final restoration.
- The final restoration shall be placed level and even with the existing road grade.
- Prior to any base asphalt paving and/or final paving restoration if any temporary bituminous concrete cold patch was used it shall be removed.

2. SJG shall strictly comply with all of the other requirements of the Code for the City of Northfield specifically including, but not limited to the surety, permitting, application, inspection, insurance, traffic protection, liability and indemnification requirements of Chapter 330 of said Code.

3. Contract Time shall be sixty (60) days from the issuance of a written Notice to Proceed by the City Engineer for the City of Northfield to South Jersey Gas.

4. SJG shall indemnify, hold and save harmless the City of Northfield and its officers of, from and against all loss, injury and damage to persons or property in whatever form by reason of, arising out of, or in connection with the SJG Paving as depicted on the attached Exhibit "A", or the failure or neglect to keep, observe or perform any of their terms, covenants, agreements, provisions or conditions, the aforesaid being in addition to any other right or remedy which the City of Northfield may have against SJG in law or equity or otherwise.

5. City of Northfield shall indemnify, hold and save harmless SJG and its officers of, from and against all loss, injury and damage to persons or property in whatever form by reason of, arising out of, or in connection with the City Paving as depicted on the attached Exhibit "A", or the failure or neglect to keep, observe or perform any of their terms, covenants, agreements, provisions or conditions, the aforesaid being in addition to any other right or remedy which SJG may have against the City of Northfield in law or equity or otherwise.

6. Upon the acceptance of the work required from SJG under this Agreement, a certification of completeness and acceptance shall be issued by the City Engineer and accepted by the Council for the City of Northfield.

Once Final Restoration of the SJG Paving is completed in accordance with this Agreement, in addition to the requirements of paragraph 4, above, SJG shall comply with all requirements of the Code including, but not limited to, Code Section 330-19 (A) – (C). Notwithstanding the foregoing, the Parties agree that SJG shall not be responsible for construction defects in the portions of the SJG Paving which SJG was not required to restore pursuant to Code Sections 330-16(A)(1) and 330-18 (A)(3)(c) caused by existing defective grading and/or subsurface conditions located under SJG's final 2-inch asphalt surface course.

7. SJG covenants and agrees that SJG shall not be entitled to receive any additional consideration other than the consideration set forth in this Agreement, and the failure of the City of Northfield to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this Agreement, or any one of more instances, shall not be construed as a waiver or relinquishment for the future of any such terms, covenants, agreements, provisions and conditions, but the same shall be and remain in full force and effect, with power and authority on the part of the City of Northfield to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which the City of Northfield may have under this Agreement.

8. 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.

9. 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.

10. Notwithstanding the above save harmless, indemnification and defense obligations, SJG shall purchase and maintain 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. SJG shall name the City of Northfield as an "Additional Insured" on SJG's policy of commercial general liability insurance, and simultaneously with the delivery of this executed Contract, SJG 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, SJG 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:

- Workers' Compensation - Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.
- 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".
- 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.
- 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 SJG to supply written evidence of required insurances and to maintain same for the duration of this contract shall result in default under this Agreement. 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". SJG shall take no action to cancel or materially change any of the insurance required under this Contract without the City of Northfield's prior approval. The maintenance of insurance under this section shall not relieve Contractor of any liability greater than the limits or scope of the applicable insurance coverage.

11. Unless extended in writing, SJG shall complete all the work called for in this Agreement within sixty (60) calendar days from the issuance of the Notice to Proceed. This completion time frame shall include punch list items, if any, following substantial completion.

12. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, but it is expressly understood, covenanted and agreed that this Agreement shall not be assigned, sold, pledged, mortgaged, or set over by SJG except upon written consent of the City of Northfield.

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

Date: _____

By: _____
Mayor Erland Chau, Mayor, City of Northfield

By: _____
Mary Canesi, RMC, City of Northfield

By: _____
South Jersey Gas, Inc.

Attest: _____