



**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, incorporated herein as Appendix A, 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.

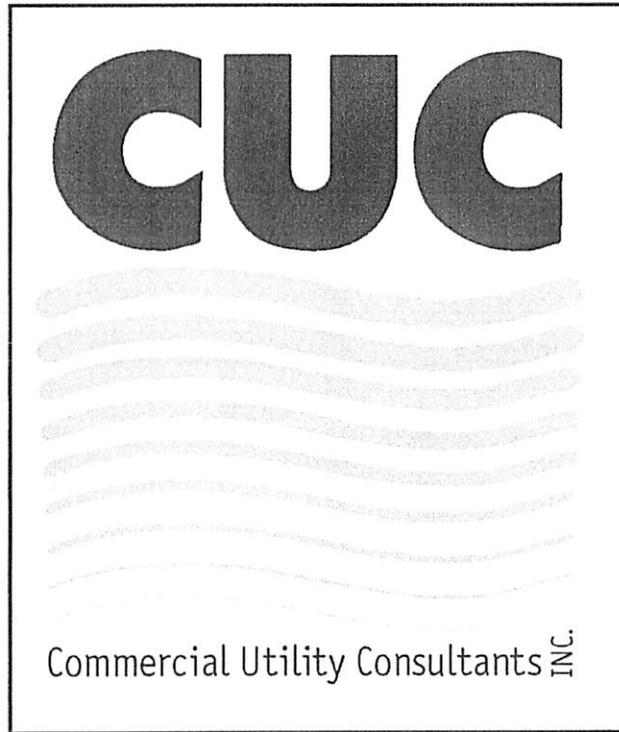
**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Northfield in the County of Atlantic, New Jersey, duly assembled in public session, as follows:

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 All resolutions, or parts thereof, inconsistent herewith are hereby repealed and rescinded to the extent of any such inconsistency.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 25<sup>th</sup> day of March, 2014.

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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 (NJ.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 (NJ.A.C. 14:4-6.6)
4. CUC will Request all eligible customers from local utility prior to indicative auction round. (NJ.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 (NJ.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



**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 60-2014**

**RELEASE OF ESCROW MONIES FROM THE PLANNING BOARD**

**WHEREAS,** the Planning Board of the City of Northfield has recommended to the Governing Body to return remaining escrow monies to the following applicant:

<u>BLOCK</u>	<u>LOT(s)</u>	<u>PROPERTY</u>	<u>PAYABLE/MAIL TO</u>	<u>AMOUNT</u>
16.01	21	30 Henry Drive	Michael and Kelianna Care 30 Henry Drive Northfield, NJ 08225	\$ 103.00
59	1&2.02	801 Tilton Road Unit #10	Stress Relief Center of Northfield 801 Tilton Road Northfield, NJ 08225	\$428.00

\_\_\_\_\_  
Robin Atlas, Planning Board Secretary

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 March, 2014.

\_\_\_\_\_  
Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 61-2014**

**AUTHORIZE THE HIRING OF ADRIANNE LARSON AS A SEASONAL  
CONCESSION STAND ATTENDANT FOR BIRCH GROVE PARK**

**WHEREAS**, there is a need to fill the position of seasonal concession stand attendant for Birch Grove for an assignment not to exceed 6 months in length; and

**WHEREAS**, it is the recommendation of Vicky Rutter, Park Supervisor, and Greg Dewees, Birch Grove Park Council Chair, that Adrienne Larson be hired for the position.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Governing Body of the City of Northfield that Adrienne Larson is authorized to be hired as seasonal concession stand attendant commencing Tuesday, April 1, 2014.

**IT IS FURTHER RESOLVED** that compensation for Adrienne Larson shall be \$8.25 per hour for up to a 32-hour work week.

**IT IS FURTHER RESOLVED** that Adrienne Larson is not entitled to benefits, to sick or vacation time and shall comply with the Policies and Procedures of the City of Northfield.

**BE IT FURTHER RESOLVED** by the Council of the City of Northfield that the hiring of Adrienne Larson is hereby approved.

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 25<sup>th</sup> day of March 2014.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 62-2014**

**TO APPROVE AN APPLICATION FOR USE OF FACILITIES**

**WHEREAS**, on behalf of Mainland Regional High School Baseball, Billy Kern has properly submitted an Application for Use of Facilities requesting use of the Babe Ruth Baseball Field at Birch Grove Park on the following dates and times:

Wednesday	May 14 <sup>th</sup>	3:00pm – 5:00pm
Thursday	May 15 <sup>th</sup>	3:00pm – 10:00pm

**WHEREAS**, the Babe Ruth Baseball of Northfield has advised that said use of the field is available on the requested dates.

**THEREFORE, BE IT RESOLVED**, that the City Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Billy Kern subject to the full execution of the Use of Facilities Agreement, and compliance with its terms and conditions, 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 March, 2014.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 63-2014**

**TO AUTHORIZE AWARD OF CONTRACT FOR THE PURCHASE OF A  
TRIPLE COMBINATION PUMPER FIRE TRUCK**

**WHEREAS**, the City of Northfield is desirous of purchasing a new triple combination pumper fire truck; and

**WHEREAS**, the Municipal Clerk solicited, received, and opened sealed proposals as follows:

<b>Bidder</b>	<b>Bid Amount</b>
Pierce Manufacturing Inc.	\$ 399,789.00
Rosenbauer Firefighting Technology	\$ 399,993.00
KME	\$ 407,661.00

**WHEREAS**, it is the recommendation of Northfield Fire Chief Hank Martinelli, and Council Chair to the Fire Department, Councilman Erland Chau, to accept the bid from Pierce Manufacturing, Inc., 2600 American Drive, Appleton, Wisconsin 54912, in the amount of \$399,789.00.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Council of the City of Northfield, County of Atlantic, State of New Jersey that the bid from Pierce Manufacturing, Inc., 2600 American Drive, Appleton, Wisconsin 54912, in the amount of \$399,789.00 be accepted.

**BE IT FURTHER RESOLVED** that certification of the availability of funds has been provided by the Certified Finance Officer.

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 March, 2014.

\_\_\_\_\_  
Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD  
RESOLUTION NO. 64-2014**

**AUTHORIZING AWARD OF CONTRACT FOR PROFESSIONAL  
SERVICES WITHOUT PUBLIC ADVERTISING FOR BIDS AS PER  
N.J.S.A. 40A:11-5 AND IN COMPLIANCE WITH N.J.S.A. 19:44A-20.5,  
ALSO KNOWN AS NEW JERSEY PAY TO PLAY LAW**

**WHEREAS**, there exists within the City of Northfield the need for planning and grant writing services; and

**WHEREAS**, funds are available for this purpose; and

**WHEREAS**, the Local Public Contracts law (N.J.S. 40A:11.5 et seq.) requires the Resolution authorizing award of contracts for “professional services” without competitive bids to be advertised.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Council of the City of Northfield that James M. Rutala Associates, LLC, having offices at 717 River Drive, Linwood, New Jersey, is hereby awarded a contract for planning and grant writing services in an amount not to exceed \$10,000.00 unless otherwise agreed in writing.

**BE IT FURTHER RESOLVED**, that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with the above-named person, which contract is awarded without competitive bidding as a “Professional Service” in compliance with the provisions of the Local Public Contracts Law as per N.J.S.A. 40A:11-5 and N.J.S.A. 19:44A-20.5 (New Jersey Pay to Play Law).

A copy of this Resolution shall be published in The Press of Atlantic City on March 29, 2014, as required by law within ten (10) days of its passage.

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 25<sup>th</sup> day of March, 2014.

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Mary Canesi, RMC, Municipal Clerk

# James M. Rutala Associates, LLC

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January 24, 2014

Northfield City Council  
Northfield Municipal Building  
1600 Shore Road  
Northfield, New Jersey 08225

**Re: City of Northfield  
Planning and Grant Assistance  
Rutala Associates Consulting Services Proposal**

Dear City Council Members:

We are pleased to provide this proposal to provide planning and grant services for the City of Northfield. Rutala Associates, LLC provides planning, energy, economic development and management services. In the last year, Rutala Associates has been involved in the successful procurement of over \$30M in grants from a variety of public and private sources.

## Scope of Work

The goal of this assignment is to assist the City in maximizing the use of grants to address its public policy and capital priorities.

Specifically, our services will include:

1. Alerting City Officials of all funding options, as they become available, that will assist in the City's implementation of its Capital Plan. Rutala Associates provides summary memorandums at no cost to its clients on an on-going basis to notify them of grant opportunities, eligibility and submission deadlines. In addition, upon the request of the Client, Rutala Associates, LLC shall provide an estimate of the number of billable hours that will need to be spent on the preparation and management of the grant/funding option for which the Client has requested the billable hour estimate.
2. Preparing and managing grants that target a variety of projects, including, but not limited to:
  - Bicycle and Pedestrian Improvement;
  - Park Planning and Development;
  - Commercial District Revitalization;
  - Infrastructure Including Sewer and Stormwater System Upgrades;
  - Road Improvement Funding;
  - Public Works Equipment;
  - Energy efficiency and Alternative Energy Improvements;
  - Technology funding for various City Departments;
  - Flood control improvements;

- Sustainability;
- Fire and Police Service Enhancement;
- Recreational equipment and improvements; and
- Brownfields assessment and remediation.

**Experience**

James M. Rutala, the Principal of Rutala Associates, has over thirty years of experience in planning, grant procurement, energy, economic development and project management.

Mr. Rutala has provided consulting services in a variety of private and public sector clients to assist them in planning, grant procurement, redevelopment, and economic development. He has negotiated numerous intergovernmental agreements with the businesses, municipalities, counties and authorities to ensure the long term viability of the project or service. Mr. Rutala has a MBA from Rutgers University and a Master’s degree in City and Regional Planning for Ohio State University.

Recent clients include:

- |   |   |
|---|---|
| AGA Partnership                         | Atlantic City Free Public Library       |
| Atlantic City Historical Waterfront Fd. | Atlantic County Institute of Technology |
| Atlantic County Special Services School | Brigantine Board of Education           |
| Cape May City Board of Education        | City of Somers Point                    |
| Cape May Point                          | City of Atlantic City                   |
| City of Bridgeton                       | City of Brigantine                      |
| City of Margate                         | City of Ventnor                         |
| City of Burlington                      | City of Cape May City                   |
| City of Pleasantville                   | Downe Township                          |
| Dennis Township                         | Dennis Township Board of Education      |
| Cape Atlantic Fisheries                 | Little Egg Harbor Township              |
| Greentree Ministries                    | Landry’s Golden Nugget                  |
| Lower Cape May Regional School District | Mullica Township                        |

Rutala Associates, LLC has provided the following consulting services:

**Storm Mitigation** – procured funding from the US Economic Development Administration, Army Corps of Engineers, New Jersey Department of Environmental Protection and New Jersey Department of Transportation for Storm Mitigation Projects. Applied for and managed over \$100 million in New Jersey Environmental Infrastructure and FEMA funding.

**Transportation Improvements** – procured NJDOT Pedestrian & Bikeway Plan assistance, Bikeway Grants, Safe Routes to School Grants, Transportation Enhancement Grants and Roadway Improvement grants for municipalities.

**Brownfields Assessments and Cleanups** – prepared USEPA grant applications for site

assessment, cleanup and redevelopment.

**Recreation and Open Space** – pursued grant funding for recreation and open space through the Stewart Trust, US Soccer Foundation, Baseball Tomorrow, Blue Acres, Green Acres, County Open Space Funding, and the NJDEP Recreational Trails Program.

**Sustainable Jersey** – led the effort to achieve Sustainable Jersey Certification at the Silver level and the 2011 and 2012 Champion Award for Cape May City.

**Economic Development** – prepared strategies for economic development in Linwood, Burlington, Pleasantville and Atlantic City using a variety of tools including redevelopment, NJEDA incentives, federal and state grants and local initiatives.

**Cape May City, Dennis Township School District, Atlantic County Special Services School District, Cape May City School District, Cape May Point, Pleasantville, Brigantine, Dennis Township, Atlantic City, Lower Cape May Regional School District, Brigantine School District** – assisted in the review of third party energy providers, attracting over \$1M in funding for Energy Audits, efficiency improvements and other energy services.

**CNG Fueling** – developed a Request for Proposal (RFP) process to secure a vendor to build a CNG fueling station at no capital cost to local government; secured over \$700,000 in grant funding for CNG conversions.

**Marina Development** – pursued NJDOT Boating Infrastructure Grant funding for marina enhancement and development for private and public sector clients.

**Housing Construction** – pursued private non-profit funding for a planned affordable housing development.

**Beach Replenishment and Coastal Protection** – coordinated efforts with the Army Corps of Engineers, NJDEP, Community Development Block Grants – Disaster Recovery, the Casino Reinvestment Development Authority, and Revel Entertainment to secure funding and implement beach nourishment, bulkhead and seawall projects.

**Solar Procurements** – assisted in the review of third party energy providers, the funding and preparation of an Energy Audit, preparation of RFP's for solar energy systems, the proposal review and recommendations and contract negotiations.

**Permitting** – involved in Coastal Area Facilities Review Act (CAFRA) permitting, NJDEP landfill permitting, Army Corps of Engineers permitting and local government permitting.

**Price Pit Landfill, 4.0 MW Solar Project** – awarded USEPA Re-Powering Feasibility Study assistance for a private client.

## **References**

The names and contact information of references is provided below:

Mayor Philip Guenther  
City of Brigantine  
1417 West Brigantine Avenue  
Brigantine, NJ 08203  
609.625.5456

Mayor Don Guardian  
City of Atlantic City  
1301 Bacharach Boulevard  
Atlantic City, NJ 08401  
609.347.5400

Mayor Jesse Tweedle  
City of Pleasantville  
18 N. First Street  
Pleasantville NJ.08232  
609.484.3600

Mayor Michael Becker  
City of Margate  
9001 Winchester Avenue  
Margate, NJ 08402  
609.822.2285

Dr. Edward Mahaney, Mayor  
City of Cape May  
643 Washington Street  
Cape May City, NJ 08204-2397  
609.884.9525

## **Cost Proposal**

Work as set forth in the Scope of Work outlined above can begin immediately upon receipt of this signed proposal, execution of the INDEMNIFICATION, HOLD HARMLESS AND DEFEND, AND CONTRACTOR'S LIABILITY INSURANCE AGREEMENT attached as Exhibit "A" and receipt of a retainer of \$2,000. Services, as specifically authorized and directed by the City Administration

by way of Resolution of City Council, will be billed with any and all required vouchers and invoices specifying with particularity the services rendered to the City on a monthly basis which will be directly related to the hours spent on these efforts at a billing rate of \$135/hour in accordance with the scope of work outlined above. Rutala Associates, LLC will bill the first 15 billable hours against the retainer, which shall not be replenished upon exhaustion. In the event the retainer is not exhausted, Rutala Associates shall return any unused portion thereof to the Client. The parties agree that the total cost of this Agreement shall not exceed \$10,000 unless otherwise agreed in writing. All invoices are due within 45 days. This office reserves the right to stop work for non-payment of services completed.

Rutala Associates is acting in a consulting capacity and any opinions, advice, forecasts and analyses provided are based on professional judgment and do not constitute a guarantee.

We look forward to working with the City of Northfield. Please feel free to contact me directly at 609.743.0354 should you have any questions.

Respectfully submitted,

**Rutala Associates, LLC**

James M. Rutala, PP, AICP, MBA

Accepted By the City of Northfield:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

The above signed represents that they have read and understand the attached general terms and have the authority to enter into this agreement of behalf of the client named above.

**General Terms**

**This Agreement (the "Agreement") between Rutala Associates and Client consists of the proposal (attached and incorporated by reference) and these General Terms. The Agreement entails the entire agreement and understanding between the parties hereto with respect to the subject services and shall not be varied in its terms by any previous communications, negotiations and agreements, whether written or oral, between the parties with respect to such subject matter, and no addition to or modification or waiver of any provision of this Agreement shall be binding on either party unless made in writing and executed by Rutala Associates and a duly authorized agent of the Client.**

**Article 1 Client's Responsibilities**

A. Client agrees to provide Rutala Associates with all information, surveys, reports, and professional recommendations and any other related items requested by Rutala Associates in order to provide its professional services. Rutala Associates may rely on the accuracy and completeness of these items.

B. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

C. Client agrees to provide the background reports, engineering and other items necessary to complete competitive grant applications and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Rutala Associates' services. Rutala Associates, LLC recognizes that Client is a Municipality which meets once or twice a month and that decisions of Council will typically be rendered at the next meeting of Council if legally permissible.

**Article 2 Estimated Schedule and Project Budget**

A. Rutala Associates shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

B. Services performed under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by professional planners under similar conditions. No other representation whatsoever, express or implied, and no warranty or guarantee whatsoever is included or intended in this Agreement, or as to any report, opinion, document or otherwise.

C. Client agrees to promptly notify Rutala Associates if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Rutala Associates, which Additional Services shall be agreed upon and specifically authorized by City Council by way of Resolution and memorialized in a writing signed by both parties to this Agreement.

**Article 3 Compensation and Payments**

Rutala Associates shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All invoices are due within 45 days.

**Article 4 Termination**

A. Either Client or Rutala Associates may terminate this Agreement upon seven days written notice.

B. If terminated, Client agrees to pay Rutala Associates for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination and Rutala Associates agrees to return any unused portion of the Retainer required above.

C. Upon not less than seven days' written notice, Rutala Associates may suspend the performance of its services if Client fails to pay Rutala Associates in full for services rendered or expenses incurred. Rutala Associates shall have no liability because of such suspension of services or termination due to Client's nonpayment.

**Article 5 Dispute Resolution**

Client and Rutala Associates agree to non-binding mediation of claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally and each party shall be responsible for their legal fees associated with the mediation.

#### **Article 6 Use and Ownership of Rutala Associates' Documents**

Upon the parties signing this Agreement, Rutala Associates grants Client a nonexclusive license to use Rutala Associates' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Rutala Associates, including but not limited to, drawings and specifications, are the property of Rutala Associates until paid for by Client at which time ownership of said drawings and specifications shall become the property of the Client.

#### **Article 7 Miscellaneous Provisions**

A. This Agreement is governed by the laws of the State of New Jersey and the parties agree that any legal proceedings shall be venued in the Superior Court of New Jersey, Law Division, Atlantic County.

B This Agreement is the entire and integrated agreement between Client and Rutala Associates and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Rutala Associates.

C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

D. Neither Client nor Rutala Associates shall assign this Agreement without the written consent of the other.

E. Irrespective of any other term in this Agreement, Rutala Associates shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Rutala Associates' documents.

F. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

**RESOLUTION NO. 65A-2014**

**Introduction of the 2014 Budget - SEE HARD COPY**

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 25<sup>th</sup> day of March, 2014. It will be taken up for a second reading, public hearing, and final passage at a meeting of said Council on May 13, 2014, in Council Chambers, 1600 Shore Road, Northfield, NJ 08225.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD  
RESOLUTION 65A-2014**

**SUMMARY INFORMATION**

City of Northfield  
County of Atlantic

CAP Information		
	appropriation	levy
Total Available	9,524,817.53	7,917,020.05
Total Appropriated	<u>8,653,054.00</u>	<u>7,810,124.15</u>
Remaining ( Excess)	<u>871,763.53</u>	<u>106,895.90</u>

Difference between .5% & 3.5% \$258,791 742,228.00 bank

TAX RATE	2014 CURRENT	2013 PRIOR	CHANGE	
LOCAL	0.825	0.802	0.0230	2.87%
TOTAL	2.908	2.813	0.095	3.38%
TOTAL LOCAL LEVY	7,810,124.15	7,749,103.22	61,020.93	0.79%
NET VALUATION TAXABLE	946,427,700	965,961,379	(19,533,679)	-2.02%

\$156,660.00 revenue loss

TOTAL BUDGET				
	CURRENT	PRIOR	CHANGE	
TOTAL REVENUE	13,044,381.37	13,213,558.97	(169,177.60)	-1.28%
TOTAL APPROPRIATION	13,044,381.37	13,213,558.97	(169,177.60)	-1.28%

SURPLUS				
	AVAILABLE	BUDGETED	BALANCE	%used
CURRENT	3,016,721.42	1,600,000.00	1,416,721.42	53.04%
Prior Year	3,592,934.15	1,634,000.00	1,958,934.15	45.48%
Difference	(576,212.73)	(34,000.00)	(542,212.73)	

BUDGET ANALYSIS				
	2014 BUDGET YEAR	2013 PRIOR YEAR	CHANGE	
REVENUE				
Surplus	1,600,000.00	1,634,000.00	(34,000.00)	-2.08%
Local	2,233,050.00	2,239,075.00	(6,025.00)	-0.27%
State and Federal	731,988.22	927,677.55	(195,689.33)	-21.09%
Delinquent Tax	365,000.00	350,000.00	15,000.00	4.29%
Local Tax	7,810,124.15	7,749,103.22	61,020.93	0.79%
Library tax	304,219.00	313,703.20	(9,484.20)	-3.02%
TOTAL REVENUE	<u>13,044,381.37</u>	<u>13,213,558.97</u>	<u>(169,177.60)</u>	<u>-1.28%</u>
APPROPRIATIONS				
Salaries and Wages	4,008,919.08	4,112,866.45	(103,947.37)	-2.53%
OE & Statutory	6,306,879.14	6,219,272.10	87,607.04	1.41%
Deferred Charges	70,000.00	84,000.00	(14,000.00)	-16.67%
Capital	101,000.00	265,844.00	(164,844.00)	-62.01%
Debt Service	1,290,000.00	1,295,000.00	(5,000.00)	-0.39%
Library Tax	304,219.00	313,703.20	(9,484.20)	
Reserve for Uncollected	963,364.15	922,873.22	40,490.93	4.39%
TOTAL APPROPRIATIONS	<u>13,044,381.37</u>	<u>13,213,558.97</u>	<u>(169,177.60)</u>	<u>-1.28%</u>
			<u>(0.00)</u>	

% OF COLLECTION			
	MAXIMUM	USED	UNUSED
%	96.71%	96.50%	0.21%
\$	903,595.92	963,364.15	59,768.22
2012 Rate:	96.94%		

**CITY OF NRTHFIELD  
RESOLUTION NO. 66-2014**

**AUTHORIZING CANCELLATION OF TAX SALE CERTIFICATE**

**WHEREAS**, Tax Sale Certificate G1200003 was held by the City of Northfield in the amount of:  
G1200003 – 851.24

**WHEREAS**, taxes for certificate, G1200003 need to be cancelled as they have been paid in full.

**WHEREAS**, the Tax Sale Certificate is now able to be canceled by the Mayor.

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Northfield, County of Atlantic and State of New Jersey that Tax Sale Certificate G1200003 is authorized to be canceled.

Dated: March 25, 2014

\_\_\_\_\_  
Cindy A Ruffo, CTC

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 Northfield, held this 25th day of March, 2014

\_\_\_\_\_  
Mary Canesi, RMC  
Municipal Clerk