

CITY OF NORTHFIELD COUNCIL MEETING AGENDA

July 26, 2016

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 PM PRESENTATION: Birch Grove Park Logo Contest Winner Isabelle Vandenberg

APPROVAL OF MINUTES – June 28, 2016

COMMITTEE REPORTS

Councilman Perri - Sewer Inter Local, Planning Board, Senior Citizens

Councilman O'Neill - Court/Violations, FAN, Library, Shared Services

Councilman Piergiovanni – Insurance and Safety, Chamber of Commerce, Municipal Alliance, Northfield School

Councilman Dewees - Buildings/Grounds, Athletic Fields, Bike Path, Veterans' Park, 1st Street Playground, Birch Grove, Public Works, Roads, Engineering, Little League/Babe Ruth, Sign Sub Committee

Councilman Murray - Finance/Collections, Mainland Regional, Economic Development, Traffic Safety

Councilman Lischin – Fire Department/EMS, Inspections, Code Enforcement, Housing/Zoning, Technology/MRHS Channel 2, Cultural Committee, Green Team, Sign Sub Committee

Council President Travagline – Sign Sub Committee

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

CITY OF NORTHFIELD COUNCIL MEETING AGENDA

July 26, 2016

RESOLUTIONS

- 144-2016** Governing Body Certification of the Annual Audit
- 145-2016** Recognizing the Members of the Board of Trustees for the Family Association of Northfield
- 146-2016** Recognizing Family Association of Northfield Volunteer Football and Cheerleading Coaches for 2016
- 147-2016** Authorizing the Execution of a Contract Renewing Membership in the Atlantic County Municipal Joint Insurance Fund
- 148-2016** Authorizing an Interlocal Agreement between the County of Atlantic and the City of Northfield for the Installation of Sidewalks along a Certain Section of Mill Road (CR 662) in the City of Northfield
- 149-2016** Separation of Employment for Seasonal Employee
- 150-2016** A Resolution Approving Specifications For a Request For Proposal/Qualifications For a Management Contract For Birch Grove Park
- 151-2016** A Resolution Providing for an Executive Session Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12, Regarding Personnel Matters
- 152-2016** A Resolution Providing for an Executive Session Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12 Regarding Possible Anticipated Litigation and Matters Falling within the Attorney Client Privilege Requiring Confidentiality – Mt Laurel Litigation

ORDINANCE

- 9-2016** An Ordinance Amending Section 215-17 of the City of Northfield Code, Regarding Fees for Land Use and Development Applications
Introduction, No Public Input / Published in the Press of AC 7/30/2016
2nd Reading, Public Hearing, Final Consideration 8/30/2016

PAYMENT OF BILLS \$ 4,468,507.84

MEETING NOTICES

| | | |
|--------------|-------------|---------------------------------------|
| City Council | August 30th | 6pm Work Session |
| | | Regular Meeting Immediately Following |

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 144-2016**

GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT

WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2015 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Northfield, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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 26th day of July, 2016

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 145-2016**

**RECOGNIZING THE MEMBERS OF THE BOARD OF TRUSTEES FOR
THE FAMILY ASSOCIATION OF NORTHFIELD**

IT IS HEREBY RESOLVED by the Council of the City of Northfield, County of Atlantic, State of New Jersey, that following persons have been duly elected to the board of Family Association of Northfield in accordance with their ByLaws:

| | |
|----------------------------|-----------------------------|
| Bill Meade, Vice President | Term Ending April, 2019 |
| Chris Murray, Treasurer | Term Ending April, 2019 |
| Jenn Ingram | Term Ending April, 2019 |
| Geoff Haines | Term Ending April, 2017 |
| Jen Blum, Secretary | Term Ending April, 2017 |
| Mike Tierney, President | Term Ending April, 2017 |
| Jennifer Turon | Term Ending April, 2018 |
| Deb Albuquerque | Term Ending April, 2018 |
| Joe Russo | Term Ending April, 2018 |

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 26th day of July 2016.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 146-2016**

**RECOGNIZING FAMILY ASSOCIATION OF NORTHFIELD
VOLUNTEER FOOTBALL AND CHEERLEADING COACHES FOR 2016**

IT IS HEREBY RESOLVED by the Council of the City of Northfield, County of Atlantic, State of New Jersey, that the following persons have been named Volunteer Coaches of Family Association of Northfield for the 2016 football and cheerleading season and are hereby approved, ratified and confirmed:

Varsity Football:

Joe Russo
Cliff Murray
Rob Rodriguez
Frank Procaccini
Steve Kintish
Mike Tierney

Junior Varsity Football:

Jayson Barretta
Jim Travagline
Joe Bonczek
Dan Kallen
John Sheeran
Chris Murray
Tom Mozitis

Pee Wee Football:

Geoff Haines
Bill Hickman
Adam Gillman
Nick Grasso
Anthony Buccafurni
Dan Kwapinski
Chris Kennedy

Taxi Football:

Bill Gillingham
Mark Bruno
Mike Sher

Varsity Cheer:

Lisa Taggart
Debra Albuquerque
Michelle Callaghan

Junior Varsity Cheer:

Amber Barretta
Belinda Notaro
Amy Hughes

Pee Wee Cheer:

Lisa Carlton
Jen Santori

Taxi Cheer:

Jennifer Juckett
Kate Carangi

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 26th day of July 2016.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 147-2016**

**AUTHORIZING THE EXECUTION OF A CONTRACT RENEWING
MEMBERSHIP IN THE ATLANTIC COUNTY MUNICIPAL JOINT
INSURANCE FUND**

WHEREAS, the City of Northfield (hereinafter the "MUNICIPALITY") is a member of the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND"); and

WHEREAS, the MUNICIPALITY'S membership terminates as of January 1, 2017 unless earlier renewed by a Contract between the MUNICIPALITY and the FUND; and

WHEREAS, N.J.S.A. 40A:11-5 (1) (m) provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the subject matter is for the purchase of insurance coverage and consultant services, provided that the award is in accordance with the requirements for extraordinary unspecifiable services; and

WHEREAS, N.J.S.A. 40A:11-6.1(b) provides that the MUNICIPALITY shall make a documented effort to secure competitive quotations; however, a Contract may be awarded upon a determination, in writing, that the solicitation of competitive quotations is impracticable; and

WHEREAS, in accordance with N.J.A.C. 5:34-2.3, a designated official of the MUNICIPALITY, has filed a certificate with the governing body describing in detail, as set forth below in this Resolution, why this Contract meets the provisions of the statutes and the regulations and why the solicitation of competitive quotations is impracticable; and

WHEREAS, it has been determined that the purchase of insurance coverage and insurance consultant services by the MUNICIPALITY requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity; and

WHEREAS, insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the MUNICIPALITY; and

WHEREAS, it is the goal of the MUNICIPALITY to obtain a single integrated program to provide all types of insurance coverage with a plan to limit the MUNICIPALITIES exposure; and

WHEREAS, the FUND has provided comprehensive insurance coverage to member municipalities since 1987; and

WHEREAS, since 1987, the Fund has continually refined all of the types of coverage that it provides to its members so that it offers comprehensive insurance

coverage and limits to all members that is unique and cannot be purchased from a single entity in the commercial insurance market; and

WHEREAS, the FUND has also developed and made available to its members Safety, Risk Management and Litigation Management programs that address the specific exposures and risks associated with municipal entities; and

WHEREAS, the FUND provides the MUNICIPALITY with Fund Administration, Claims Review, Claims Processing, Claims Administration, Actuarial and Legal services; and

WHEREAS, the FUND is one of the most financially sound Municipal Joint Insurance Funds in New Jersey, and the FUND operates with strong fiscal controls, member oversight, and meets all of the requirements promulgated by the New Jersey Department of Community Affairs and the Department of Banking and Insurance; and

WHEREAS, as an existing member of the FUND, the MUNICIPALITY would be renewing its membership in an organization with experienced and dedicated FUND Professionals who provide specialized services to the members; and

WHEREAS, the membership of the FUND includes many neighboring municipalities that uniquely have similar exposures to the MUNICIPALITY, and with whom the MUNICIPALITY has existing inter-local arrangements; and

WHEREAS, all of the aforementioned factors categorize the award of this Contract as an “extraordinary, unspecifiable service” that cannot be duplicated, accounted for, accurately detailed, or described in a manner that truly depicts the value of the MUNICIPALITY’S membership in the FUND; and

WHEREAS, for all of the aforementioned reasons, it is impracticable for the MUNICIPALITY to seek competitive quotations for a Contract to provide the procurement of insurance coverage and consultant services; and

WHEREAS, the FUND has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and as such is an agency of the municipalities that created it; and

WHEREAS, N.J.S.A. 40A:11-5(2) also provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the Contract is entered into with a municipality or any board, body, officer, agency or authority thereof; and

WHEREAS, the FUND meets the definition of an agency as set forth in N.J.S.A. 40A:11-5(2); and

WHEREAS, for all of the aforementioned reasons, the MUNICIPALITY desires to enter into a Contract to renew its membership with the FUND for a period of three (3) years, for insurance coverage and consultant services, as an exception to the public bidding requirements of the Local Public Contracts Law.

NOW THEREFORE, be it resolved by the governing body of the MUNICIPALITY as follows:

1. The MUNICIPALITY agrees to renew its membership in the FUND and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the FUND.
2. The Mayor and Clerk of the MUNICIPALITY shall be and hereby are authorized to execute the "Contract to Renew Membership" annexed hereto and made a part hereof and to deliver same to the FUND evidencing the MUNICIPALITY'S renewal of its membership.
3. In accordance with N.J.A.C. 5:34-2.3, the certificate of a designated official of the MUNICIPALITY, which details why the solicitation of competitive quotations is impracticable, is attached hereto and made a part of this Resolution.
4. The Clerk of the MUNICIPALITY is authorized and directed to place a notice of the adoption of this Resolution and the award of this Contract in the official newspaper of the MUNICIPALITY.

This Resolution agreed to this 26th day of July, 2016 by a vote of:

_____ Affirmative _____ Negative _____ Abstentions

Erland Chau, Mayor

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 23rd day of July, 2016.

Mary Canesi, RMC, Municipal Clerk

**STANDARD CERTIFICATION DECLARATION
FOR AN EXTRAORDINARY UNSPECIFIABLE SERVICE**

TO: Members of the Governing Body
FROM: Mary Canesi, RMC, Municipal Clerk / Business Administrator
DATE: July 21, 2016

SUBJECT: *This is a contract for insurance coverage to include general liability, property damage, auto liability, workers compensation, and municipal excess liability coverage*

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Atlantic County Joint Municipal Insurance Fund
Cost:
Duration: January 1, 2017 – December 31, 2019
Purpose: Comprehensive insurance coverage and risk management services

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(l)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. Provide a clear description of the nature of the work to be done.

A comprehensive, integrated insurance program to provide all types of insurance coverage, and a plan to limit the City of Northfield's exposure.

2. Describe in detail why the contract meets the provisions of the statute and rules:

Pursuant to N.J.S.A. 40A:11-5(l)(m), (m, insurance, including the purchase of insurance coverage and consultant services, which exception shall be in accordance with the requirements for extraordinary unspecifiable services;

3. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:

The purchase of insurance coverage and insurance consultant services by the City of Northfield requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity. Further, insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the City.

4. Describe the informal solicitation of quotations:

N/A for an Extraordinary Unspecifiable Service (EUS)

5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,

Name Mary Canesi PM

(Signature)
Title Municipal Clerk Business Administrator

CONTRACT TO RENEW MEMBERSHIP WITH THE
ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND") is a duly chartered Municipal Joint Insurance Fund as authorized by NJSA 40A:10-36 et seq.; and

WHEREAS, the MUNICIPALITY is currently a member of said FUND; and

WHEREAS, effective January 1, 2017, said membership in the FUND will expire unless earlier renewed; and

WHEREAS, the Governing Body of the MUNICIPALITY has authorized the entry into this Contract to renew said membership through the adoption of a Resolution # 2016-147 which details the reasons for renewing said membership with the FUND; and

WHEREAS, the FUND has agreed to offer renewal of membership of the MUNICIPALITY in the FUND.

NOW, THEREFORE, it is hereby contracted and agreed between the FUND and the MUNICIPALITY as follows:

1. The MUNICIPALITY hereby renews its membership in the FUND for a three (3) year term commencing on January 1, 2017 and ending on January 1, 2020 as authorized by Resolution #2016-147.
2. The MUNICIPALITY hereby ratifies and reaffirms the Indemnity and Trust Agreement, the By-Laws and other organizational and operating documents of the FUND as are from time to time amended and altered by the FUND and/or the Department of Banking and Insurance in accordance with the applicable statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. The MUNICIPALITY shall be a participating member of the FUND for the three (3) year term of this Contract, and the MUNICIPALITY shall comply with all of the rules and regulations and obligations associated with said membership.
4. In consideration of the continuing membership of MUNICIPALITY in the FUND, the FUND has agreed to the continuing membership of the MUNICIPALITY subject to the continuing approval of the Commissioner of Banking and Insurance, to accept the renewal application of the MUNICIPALITY.

This Contract was executed on this ____ day of _____, 2016 as the lawful and binding act and deed of the MUNICIPALITY and the FUND, and the execution of this Contract has been duly authorized by Resolution # 2016-___ of the governing body of the MUNICIPALITY.

MUNICIPALITY

Attest: _____

CLERK

MAYOR

FUND

Attest: _____

SECRETARY

CHAIRPERSON

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 148-2016**

**AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE
COUNTY OF ATLANTIC AND THE CITY OF NORTHFIELD FOR THE
INSTALLATION OF SIDEWALKS ALONG A CERTAIN SECTION OF
MILL ROAD (CR 662) IN THE CITY OF NORTHFIELD**

WHEREAS, in the interest of public safety and in support of the City of Northfield's efforts to develop and enhance pedestrian movement, the County of Atlantic has proposed a cost-sharing agreement for the installation of a continuous sidewalk along the south side of Mill Road from Maple Run Bridge thru Philmar Drive; and from Northwood Court to Burton Avenue on the north side of Mill Road; and

WHEREAS, the County of Atlantic has agreed to share the costs associated with the installation of the sidewalk with the City of Northfield, in accordance with the terms of the attached Agreement.

WHEREAS, said Agreement has been presented and reviewed and is found to be acceptable.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield that the Mayor and Municipal Clerk be and are hereby duly authorized, empowered and directed to execute a Contract and Agreement on behalf of the City of Northfield with the County of Atlantic for the installation of a continuous sidewalk along the south side of Mill Road from Maple Run Bridge thru Philmar Drive; and from Northwood Court to Burton Avenue on the north side of Mill Road.

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 26th day of July, 2016.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

**AGREEMENT BETWEEN THE COUNTY OF ATLANTIC AND THE CITY OF NORTHFIELD REGARDING
IMPROVEMENTS TO MILL ROAD (MAPLE RUN BRIDGE THRU PHILMAR DRIVE)**

THIS AGREEMENT made on this ____ day of ____, 2016, by and between the City of Northfield, a municipal corporation with offices located at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter referred to as the "City") and the County of Atlantic, a body corporate and politic of the State of New Jersey, with offices located at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401 (hereinafter referred to as the "County").

BACKGROUND STATEMENT

1. The County currently owns the right of way of Mill Road (CR 662) and maintains this roadway for vehicular travel between the curb lines thereof.
2. The County desires to accommodate the City of Northfield's efforts to develop and enhance pedestrian movement by installing a continuous sidewalk along the south side of Mill Road from Maple Run Bridge thru Philmar Drive; and from Northwood Court to Burton Avenue on the north side of Mill Road.
3. The project consists of widening of Mill Road to 30' (11' lanes; 4' bicycle compatible shoulders) and the installation of curb and sidewalks along the south side of Mill Road from Maple Run Bridge thru Philmar Drive; and from Northwood Court to Burton Avenue along the north side of Mill Road. As set forth more fully in this agreement, the County shall be responsible for designing and constructing the improvements with the exception of proposed sidewalk improvements along the frontage of the Northfield Public Works lot. The City shall be responsible for designing and constructing sidewalk improvements made along the Northfield Public Works frontage of Mill Road.
4. The County shall be responsible for all maintenance, repair or upgrades to/within the right of way of Mill Road (CR 662) and the roadway, curb line to curb line. The City shall be responsible for the maintenance of the sidewalk after construction (in accordance with its existing sidewalk ordinance).
5. The total cost of this project is estimated to be **\$1,067,777.30** (roadway improvements and curb and sidewalk installation). The County will pay for 100% of all road way improvements along Mill Road (CR 662), at a cost not to exceed **\$990,439.80**.

The total cost for curb and sidewalk improvements is estimated to be **\$77,337.50**. The costs associated with all curb and sidewalk improvements will be shared by the County and the City on a **50% cost share basis with each party's cost not to exceed the amount of \$38,668.75**.

This Agreement is authorized by Atlantic County Resolution #____, adopted by the Board of Chosen Freeholders on _____ and by the Local Unit's Resolution #____ adopted on _____.

TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the good and valuable promises exchanged by the parties and the benefits accruing to one another from this Agreement, the County and the City agree as follows:

1. Incorporation of Background: The background information set forth above is incorporated by reference.

2. General Intent:

A. The City of Northfield, in an effort to enhance pedestrian circulation; promote pedestrian and bicycle safety; and accommodate students to walk and bike, is proposing to install a continuous sidewalk along the south side of Mill Road from Maple Run Bridge thru Philmar Drive; and from Northwood Court to Burton Avenue on the north side of Mill Road.

B. The County wishes to support the City's efforts in promoting a Complete Streets philosophy.

3. County and Municipal Undertakings: The County and the City agree to undertake and apportion the following responsibilities:

A. PLAN PREPARATION

i. The County Engineer shall prepare plans, specifications, survey data, traffic analysis and supporting correspondence necessary to aid in the design and implementation of road and right of way improvements (widening, curb and sidewalk) along Mill Road with the exception of sidewalk improvements made along the frontage of the Northfield Public Works facility (see bullet "ii" below).

The supporting documents include, but are not limited to, cost estimates (including materials, earthwork calculations, construction quantities, etc.), elevations and surveys, signage, storm water management plans and calculations, a detour plan, a utility relocation plan, and a jurisdiction limits plan.

ii. The City of Northfield shall prepare plans, specifications and is responsible for the construction of curb and sidewalk improvements along the frontage of the Northfield Public Works lot.

iii. The design and construction Plans shall be prepared generally in accordance with the NJ DOT 2007 Standards Specifications for Roads and Bridges, subject to modifications as the County Engineer and NJ DOT may reasonably require. The parties acknowledge that design exceptions from NJ DOT standards may be necessary or deemed appropriate. The County Engineer shall identify proposed design exceptions and shall provide a written justification for the same for review by the City Engineer.

- iv. Plans shall be prepared in a Mylar and digital format. Digital plans shall be compatible with AutoCAD 14.
- v. A detour plan or appropriate traffic control plan shall be prepared by the County Engineer.

B. PLAN REVIEW: The County shall submit two (2) copies of the completed plans to the City Engineer's Office. The City Engineer's office shall have forty-five (45) business days to review the same and provide comments to the County. The City shall submit two (2) copies of completed plans for proposed sidewalk improvements along the frontage of the Northfield Public Works facility. The County Engineer shall have forty-five (45) business days to review the same and provide comments to the City.

C. RIGHT OF WAY ACQUISITION AND PARCEL MAP PREPARATION:

- i. The City of Northfield shall be responsible for acquiring all necessary right of way easements and construction easements for improvements along the south side of Mill Road from Maple Run Bridge thru Philmar Drive; and from Northwood Court to Burton Avenue on the north side of Mill Road, as set forth herein. The City shall be responsible for paying 100% of all costs associated with the acquisition of required ROW easements and/or any associated impact costs. In the event the City is unable to acquire all of the aforesaid right of way and construction easements, the City shall have no liability whatsoever to the County and may terminate this Agreement and neither party shall have any further obligation, monetary or otherwise, to the other. This includes the monetary obligations set forth in Article H below.
- ii. The City of Northfield shall have one (1) year from the date of execution of this agreement to acquire all necessary ROW. The City shall keep the County apprised of its progress.
- iii. The County shall prepare and provide parcel maps and legal descriptions, as necessary to acquire right of way, to the City.

D. PLAN APPROVAL: Prior to commencement of construction and in accordance with the requirements of the Tort Claims Act, the County Engineer shall certify the approval design plans for the Work, with regard to its impacts upon County Roads and County storm water facilities.

E. Utility Relocation: If appropriate, the County shall investigate utility lines and services which exist in the vicinity of the Work site and shall incorporate relocation of such utilities into the Construction Plans, as may be necessary to accomplish the Work.

If required, the County shall supply a utility relocation plan, as may be necessary to accommodate proposed improvements. Upon receipt of all required permits, right of

way and the utility relocation plan, the County shall notify all affected utilities and shall coordinate utility relocation work in conjunction with construction of improvements. It is anticipated that costs of public utility relocation shall be borne by the utility company.

F. AGENCY APPROVALS: The County shall be responsible for securing NJ DOT, NJ DEP, and any other agency approvals as may be required for authorization to design, construct, and fund the Improvements. The County shall make such changes to the plans as may be necessary to satisfy regulatory requirements.

G. PUBLIC BIDDING AND CONSTRUCTION MANAGEMENT: The County shall be responsible for preparation of all bid documents and solicitation of bids and contract award in accordance with the Local Public Contracts Law. Prior to contract award, the County shall notify the City of all bid results and the bid award. After award of the contract, the County shall be responsible for contract and construction management, including but not limited to processing payment applications, administration of contract documents, inspecting work as it proceeds, acceptance of work, and prosecution of claims.

H. PROJECT FUNDING AND COST SHARE RESPONSIBILITIES:

- i. The proposed improvements (proposed curb and sidewalk) have an estimated total cost of **\$77,337.50**. The costs shall be shared by the County and the City on a **50% cost share basis** with each party's cost not to exceed the amount of **\$38,668.75**.
- ii. The County shall make payments that are due and owing to contractors for the improvements, provided that the City shall reimburse its **50% share of the costs within thirty (30) days** after submission of County invoice for the City's share of costs.
- iii. Any additional costs experienced for construction of the proposed curb and sidewalk not expressly addressed in this agreement will be shared by both parties equally.
- iv. *Adjustment of a Final Cost Estimate and Funding Participation:* The parties acknowledge and agree that the ultimate amount of the City's contribution may be subject to adjustment, based on final plans and final bid cost, and further based upon actual contract costs and unanticipated field conditions. Any increase in the amount to be paid by the County shall be contingent upon and subject to prior approval of a duly authorized amendment to this Agreement.

I. MAINTENANCE OF THE IMPROVEMENTS UPON COMPLETION: Upon completion of the improvements and acceptance thereof by the County and the City, maintenance, repair and replacement responsibilities shall be apportioned generally as follows:

- i. *Street and Curb Maintenance:* Nothing herein shall be deemed to limit or in any way modify the limits of jurisdictional control and maintenance responsibilities of the County and the City, as the same exists upon execution of this Agreement. The County shall continue to maintain County designated streets and improvements between and including the street curb line and the City shall continue to maintain sidewalks, municipal streets and municipal improvements as currently practiced.
- ii. *Sidewalks:* The construction plans may include construction or replacement of existing sidewalks and access ramps. The County shall be responsible for maintenance of the street between and including its curb lines and assumes no responsibility to own, operate, inspect, repair or operate sidewalks. Nothing herein shall be deemed to expand, limit or in any way modify the limits of jurisdictional control and maintenance responsibilities of the City and the County, as the same exists upon execution of this Agreement. The County and the City assume no new responsibilities for maintenance, inspection, replacement or repair of any such sidewalks or ramps arising from, out of or in any way connected with execution or performance of this Agreement.
- iii. Nothing in this section or in this Agreement is meant to relieve or waive the liability of commercial or other private property owners for the maintenance, inspection, replacement or repair of sidewalks adjacent to their properties within the City of Northfield.

J. TERM OF THIS AGREEMENT: This agreement shall have a term of one year, commencing on _____ and ending on _____. If all of the requirements of this Agreement have not been satisfied by the ending date, the term may be extended for up to one year, until _____, if mutually agreed upon.

Notwithstanding this term, the responsibilities of the parties to maintain Improvements constructed under this agreement shall remain in full force and effect and shall continue for as long as the Improvements shall remain operational. The County shall, however, retain authority and discretion to alter and remove improvements, if such alteration or removal is reasonably necessary to maintain or improve the County's road, including but not limited to future widening of the County's road, provided, however, that if the County elects to remove or alter the Improvements at a future date, the County shall: i. provide the City with reasonable advance written notice, and ii. to the extent reasonably practical, replace the improvements with new improvements of a substantially similar design and quality, in consultation with City. Improvements that are so altered or replaced will continue to be maintained and operated in accordance with the terms and conditions set forth in this Agreement.

Nothing herein shall be deemed to waive or limit any duties or liabilities of third parties for the care, maintenance, repair or replacement of the sidewalks or other improvements included in this project arising under any ordinance, law, agreement, ruling or other source of authority.

- K. MUTUAL COOPERATION:** The parties shall cooperate with each other to complete the project as quickly and efficiently as possible. Each party's Engineer, or his designee, shall be available and on call for any changes or consultations, at such party's cost, during all working hours of construction.
- L. PROJECT RECORDS:** As work proceeds, the County Engineer (or other official designated with responsibility to oversee performance of the project) shall keep a written inspection log, which shall record routine information including work progress, delays, field observations, performance deviations, corrective measures directed or undertaken, job meeting minutes, schedule adherence, invoices, wage and hour certifications and other matters related to the performance of the work.
- M. INDEMNIFICATION:** Each party agrees to indemnify the other and their officers, agents and servants from any and all losses, claims, actions, costs, expenses, judgments, subrogation, attorney fees or other expenses which may arise by reason of any real or alleged injury or damage to the person or property of others arising out of or incidental to its responsibilities under the terms of this Agreement, to the extent caused by the negligent acts or omissions of its officers, employees, agents or contractors. Each party will maintain proper insurance covering all risks associated with the operation thereof, which may include a duly authorized self-insurance program. Nothing herein contained shall be deemed to confer upon any third person any right against the County or City.

Nothing in this agreement shall be construed to waive or limit any of the provisions and immunities afforded to the City or County pursuant to the New Jersey Tort Claims Act.

- N. DEFAULT:** In the event that either party shall fail or refuse to perform any of their material obligations, or otherwise be in default under this agreement then the non-defaulting party may proceed with all available legal and equitable remedies; provided, however, that the non-defaulting party shall first give the defaulting party written notice setting forth the facts which allegedly constitute a default, along with an opportunity to cure the default, within a time period which shall be reasonable under the circumstances (which, in no event, shall be deemed to exceed twenty days). The exercise or the beginning of the exercise of any right or remedy shall not preclude subsequent or simultaneous exercise of the same or any other right or remedy.

- O. WAIVER:** Any waiver of compliance with the terms and conditions hereof, or with regard to any breach by either party under this Agreement shall not affect similar rights subsequently arising, nor operate as a waiver of subsequent breaches of the same or similar kinds, nor as a waiver of the clause or condition under which said rights arose or said breach occurred. Similarly, any inspection and any notice whereby a party knew or should have known of a breach by the other party shall not operate as a waiver of such breach, or of any subsequent or similar breach, or as a waiver of the clause or condition under which said rights arose or said breach occurred.
- P. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein as superseded all prior agreements, representations or understanding of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- Q. GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by, the Laws of the State of New Jersey.
- R. REPRESENTATIONS:** All representations, warranties and covenants contained herein shall survive completion of the Plan.
- S. NOTICES:** All notices and other communications provided for hereunder shall be in writing and shall be delivered by regular mail to the parties at the following addresses:

County of Atlantic
Mark Shourds, PE, PP, CFM
County Engineer
Dolphin Avenue and New Road
Northfield, New Jersey 08225

City of Northfield
c/o Greg Dewees, Councilman
1600 Shore Road
Northfield, New Jersey 08225

With a Copy to:
City of Northfield
c/o Mary Canesi, RMC
1600 Shore Road
Northfield, New Jersey 08225

IN WITNESS WHERETO, the parties hereto have set their respective seals the day and year first above written.

Attest:

City of Northfield:

Clerk

Mayor (Date)

Attest:

County of Atlantic:

Sonya Harris, Clerk
Board of Chosen Freeholders

Dennis Levinson, County Executive (Date)

Approved as to Form on behalf of the City of Northfield:

Solicitor

Approved as to Form on behalf of the County of Atlantic:

James F. Ferguson, County Counsel

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 149-2016**

SEPARATION OF EMPLOYMENT FOR SEASONAL EMPLOYEE

WHEREAS, City Council approved the appointment of Loretta Mazzone for the position of Seasonal Maintenance Employee at Birch Grove Park beginning April 1, 2016.

BE IT RESOLVED, that the Governing Body of the City of Northfield does hereby memorialize the separation of employment for Loretta Mazzone, Seasonal Concession Stand Employee effective May 12, 2016.

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 26th day of July, 2016.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 150-2016**

**A RESOLUTION APPROVING SPECIFICATIONS FOR A REQUEST
FOR PROPOSAL/QUALIFICATIONS FOR A MANAGEMENT
CONTRACT FOR BIRCH GROVE PARK**

WHEREAS, The City of Northfield is the owner of the Birch Grove Park, a recreational facility located on Burton Avenue in the City of Northfield, New Jersey; and

WHEREAS, a portion of the Birch Grove Park serves as a campground with approximately 48 total campsites, two (2) bathhouses; 1 modular house; 1 garage; 1 security gate/arm; 1 concession stand/park center building; and

WHEREAS, The City of Northfield is seeking proposals and qualifications from qualified Campground Managers to manage the Birch Grove Park Campground for five (5) annual camping seasons, beginning in the 2016 camping season and extending through the camping season of 2020; and

WHEREAS, a Request for Proposal/Qualifications ("RFPQ") has been prepared and reviewed by the Council of the City of Northfield.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Northfield, Atlantic County, New Jersey that the RFPQ attached as Exhibit A is hereby approved.

BE IT FURTHER RESOLVED, that the Council of the City of Northfield reserves the right to reject all proposals.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Meeting of the City Council of Northfield, held this 26th day of July, 2016.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD
REQUEST FOR PROPOSALS AND QUALIFICATIONS
BIRCH GROVE PARK CAMPGROUND
CAMPGROUND MANAGEMENT SERVICES**

INTRODUCTION

The City of Northfield is the owner of the Birch Grove Park. This is a recreational facility for the City of Northfield and is located on Burton Avenue in the City of Northfield, New Jersey.

A portion of the Birch Grove Park serves as a campground. There are approximately: 48 total campsites consisting of: 17 three-way sites (i.e. electric, water and sewer hook-ups) for RV use only; 19 two-way sites (i.e. electric and water hook-ups) for pop-up and tent use only; and 12 primitive sites suitable for tent camping only with no hook-ups. A diagram showing the campsites is attached as Exhibit "A" to this RFP/Q.

In addition to the campsites described above, there are certain buildings which are part of the facilities to be managed strictly on an as-is basis. There are: two (2) bathhouses; 1 modular house; 1 garage (on a shared basis with Park Maintenance Department); 1 security gate/arm; 1 concession stand/park center building.

The City of Northfield is seeking proposals and qualifications from qualified Campground Managers to manage the Birch Grove Park Campground for five (5) annual camping seasons, beginning in the 2016 camping season and extending through the camping season of 2020. Interested Campground Managers should submit a proposal to the City in accordance with the contents of this Request for Proposals/Qualifications. The relationship established between the successful Campground Manager and the City is for management services only. No interest in the real estate of the campground, either in the form of a fee interest or a lease interest, will be established by the agreement between the successful Campground

Manager and the City. The City specifically reserves the right to reject any and all proposals received from potential Campground Managers in regard to the services described herein.

TERM

The term of the campground management service agreement will be for the five (5) annual camping seasons beginning with the camping season of 2016. The camping season for each year will begin on April 1st and extend through Labor Day of the applicable camping season. At the option of the City, the City may offer a campground management service contract to the selected Campground Manager for an additional five (5) years. This option is exclusive to the City and no rights accrue to the selected Campground Manager in this regard until such time as the City chooses to exercise such option.

TASKS AND RESPONSIBILITIES OF THE CAMPGROUND MANAGER

The Campground Manager shall be responsible for all of the following tasks and responsibilities:

1. Advertise the availability of the campsites and secure customer campers to occupy those sites;
2. Establish a fee schedule for the utilization of such campsites and collect such fees;
3. Provide all necessary maintenance to ensure the proper functioning of the campground;
4. Provide for trash removal and site cleaning as is necessary at the campsites and accessory facilities;
5. Pay all utilities to third party vendors who supply services to the campground including electric and septic waste removal;

6. Provide all required and approved (by the City of Northfield) capital improvements at the expense of the Campground Manager;
7. Perform such other services and tasks as are necessary to ensure the proper functioning of the campground in a manner to be determined at the discretion of the Campground Manager or at the direction of the City.

COMPENSATION

Section A. Compensation to City. As compensation for the right to manage/operate the campground during the term of an agreement to be entered into between the City and the selected Campground Manager, the City shall be paid a monetary flat fee, in an amount of \$_____ (bidder to fill in this blank with monetary flat fee), to be paid on an annual basis due on March 1 (or upon the full execution of the agreement to be entered into between the City and the selected Campground Manager) before the applicable camping season, in an amount as set forth in the response to this RFP/Q to be submitted and thereafter accepted by the Council for the City of Northfield once all bid responses have been received and evaluated, subject to the City of Northfield's reserved right to reject any and all proposals received from potential Campground Managers in regard to the services described herein.

Section B. Compensation to Campground Manager. The Campground Manager shall be compensated by retaining the profits from fees received for campground site rentals. It is the responsibility of the Campground Manager to pay all operating costs associated with the campground including all costs associated with the tasks described above in the section identified as "Tasks and Responsibilities of the Campground Manager". The net profits remaining after the payment of such expenses (and the annual fee due to the City of Northfield required in Section A. above) shall be the compensation to the Campground Manager.

Additionally, the Campground Management shall be entitled to operate a snack bar/camp store, which store shall be located in the concession stand/park center building. The Campground Manager may also operate arcade games in the concession stand/park center building. The income from such snack bar/camp store and arcade operation shall be income to the Campground Manager and the City shall not participate in the sharing of such revenue.

CAPITAL IMPROVEMENTS

It shall be the responsibility of the Campground Manager to design, have approved, complete and fund all required improvements (capital or otherwise) to the Campground. This shall include the requirement to maintain major operating systems and infrastructure at the campground including electrical and water supply lines and roof systems on the various buildings. These improvements shall be made on an as needed basis and must be approved in advance by the City of Northfield in writing. The Campground Manager and the City shall work cooperatively to determine the capital improvements that are required.

MERCANTILE LICENSING

It shall be the responsibility of the selected Campground Manager to purchase appropriate licenses pursuant to City of Northfield Ordinances for the operation of the campground as well as the arcade and snack stand/camp store.

USE OF STRUCTURES

The Campground Manager will have the use of the following buildings: two (2) bathhouses; 1 modular house; 1 garage (on a shared basis with Park Maintenance Department); 1 security gate/arm; 1 concession stand/park center building.

SELECTION CRITERIA

The primary criteria for the selection of the potential Campground Manager shall be based upon the points below. In submitting the proposal, the candidates for the position of Campground Manager shall address the following:

1. The demonstrated success of the Campground Manager in managing campsites of a size and type similar to the Birch Grove Park campground or suitable business experience that would demonstrate a competency and ability to successfully operate the campground;
2. A demonstration and explanation of the organizational and business strength and reputation of the Campground Manager;
3. A proposal for the types of improvements that the Campground Manager would pursue at the campground;
4. A fee schedule establishing fees to be charged for campsites; If a courtesy fee discount will be offered to Northfield City residents, the courtesy fee to Northfield City residents should be provided;
5. The monetary flat fee to be paid on an annual basis in an amount as set forth in the response to this RFP/Q
6. Such other additional information as the City may deem necessary and appropriate.

SCHEDULE

| <u>Action</u> | <u>Date</u> |
|--------------------------------------|----------------|
| Initial Publication of Notice of RFP | August 2, 2016 |
| Distribution of RFP/Q | August 2, 2016 |

| | |
|--|-----------------|
| Pre-Submission Meeting and Site Tour at 10:00 a.m. at City Hall and/or Campground | August 9, 2016 |
| Responses to RFP/Q Received and Opened at 1:00 p.m. at City Hall | August 16, 2016 |
| Interviews of Short Listed Candidates (if necessary) | August 19, 2016 |

CONTRACT

It will be necessary for the successful Campground Manager candidate to enter into a written contract with the City of Northfield which will include the terms referred to in this RFP/Q and other such contractual terms and obligations as the City and/or its Solicitor deems appropriate. The contract will require that the Campground Manager indemnify and hold harmless the City from any and all liability resulting from the Campground Manager's operation of the campground. Additionally, the contract will require that the City be named as an additional insured on the general liability policy of the Campground Manager in an amount not less than Two Million Dollars (\$2,000,000). Campground Manager shall also be required to provide other insurance coverages required by the City of Northfield including but not limited to Business Auto Liability, Worker's Compensation and Employer's Liability insurance.

MISCELLANEOUS

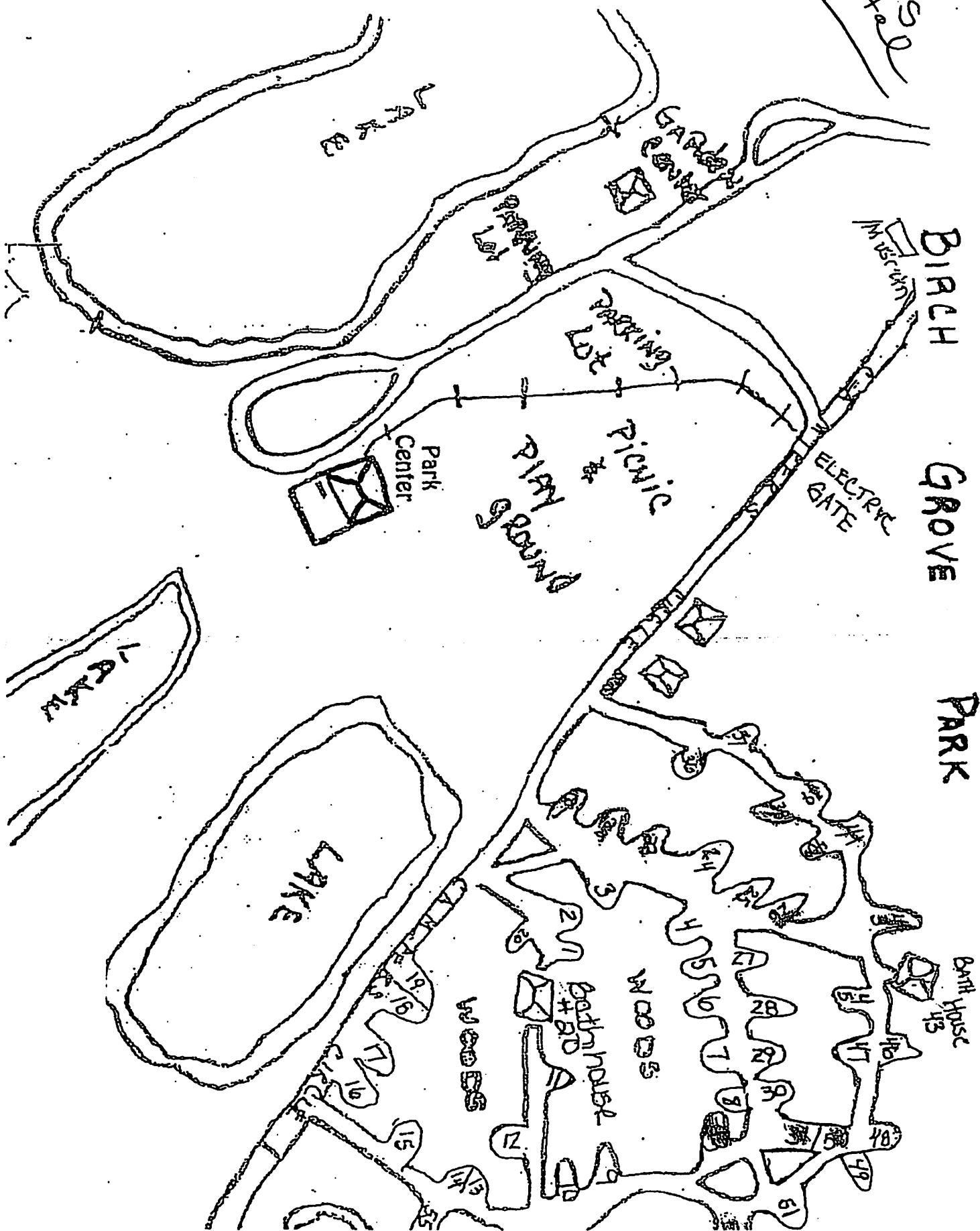
1. This RFP/Q is specifically conditioned upon the Campground Manager understanding and agreeing that the campground will continue to be named and known as "Birch Grove Park". No change in name shall be permitted.
2. The concession building/park center shall be operated by the Campground Manager and open for business during posted park hours of operation during the camping season referenced herein.

3. The Campground Manager shall comply with all local, State and Federal laws, rules and regulations.

4. Mandatory Items:

- a. Bid Guarantee;
- b. Surety Consent;
- c. Statement of Corporate Ownership;
- d. List of subcontractors;
- e. NJ Business Registration Certificate.

Handwritten: 4.850
5.100



**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 151-2016**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION
NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH
THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS
ACT, N.J.S.A. 10:4-12, REGARDING PERSONNEL MATTERS**

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

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

WHEREAS, it is necessary for the City Council of the City of Northfield to discuss in a session not open to the public certain matters relating to items authorized by NJSA 10:4-12b, specifically matters involving employment of public employees and discussions of a possible sharing of services with the City of Linwood for the performance of Housing, Zoning, Code Enforcement and Construction Department services/positions.

WHEREAS, the purpose of this meeting is for Council to discuss the potential benefits of sharing services and to decide if the matter should be formally and further considered.

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

IT IS FURTHER RESOLVED, that any vote on the matter will be held in public session.

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 26th day of July, 2016.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 152-2016**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS
OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12
REGARDING POSSIBLE ANTICIPATED LITIGATION AND MATTERS
FALLING WITHIN THE ATTORNEY CLIENT PRIVILEGE
REQUIRING CONFIDENTIALITY**

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

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

WHEREAS, it is necessary for the City Council of the City of Northfield to discuss in a session not open to the public certain matters relating to potential and/or anticipated litigation and matters falling within the attorney client privilege requiring confidentiality.

WHEREAS, the purpose of this meeting is to provide privileged and confidential legal advice with regard to Mount Laurel litigation.

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 26th day of July 2016.

Mary Canesi, RMC, Municipal Clerk