

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA  
APRIL 12, 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

**APPROVAL OF MINUTES** – March 22, 2016

**7:00 PM PUBLIC COMMENTS – OXFORD CIRCLE PROPOSED TRAFFIC PLAN**

**7:15 PM BUDGET PRESENTATION – NORTHFIELD COMMUNITY SCHOOL**

**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, 1<sup>st</sup> 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  
APRIL 12, 2016**

**RESOLUTIONS**

- 93-2016**      Authoring the Tax Collector to Conduct a Tax Lien Sale
- 94-2016**      Approving a Request for Proposals for a Court Fine Debt Collection Service for the City of Northfield
- 95-2016**      Authorizing an Increase in the Bid Threshold
- 96-2016**      Acknowledging Employment Resignation of School Crossing Guard
- 97-2016**      Authorizing an Individual Agreement with E-Consult as an Expert in Determining the City of Northfield's Affordable Housing Obligation
- 98-2016**      Approval for the Municipal Engineer to Submit the Project known as ADA Improvements at Birch Grove Park, Phase IV, as the City's Application for the 2016 Community Development Block Grant Program
- 99-2016**      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 Pending Litigation in the Matter of Daniel T. Mitchell v the City of Northfield

**ORDINANCE**

- 6-2016**      Calendar Year 2016 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14)  
*2<sup>nd</sup> Reading / Public Hearing / Final Consideration*  
*Published in the Press of AC 4/16/2016*

**PAYMENT OF BILLS**    \$ 1,373,066.10

**MEETING NOTICES**

City Council                      April 26<sup>th</sup>                                      6pm Work Session

**ADJOURNMENT**

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 93-2016**

**AUTHORING THE TAX COLLECTOR  
TO CONDUCT A TAX LIEN SALE**

**WHEREAS**, the City of Northfield conducts a standard tax sale each year; and the Tax Collector is hereby authorized to hold a tax Lien Sale in the month of June.

**WHEREAS**, any taxpayer who is delinquent as of November 11 of the previous year shall be included in the standard sale; and

**WHEREAS**, to ensure full payment prior to the date of the standard tax sale, the City must know that taxes were paid in full.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of City of Northfield, County of Atlantic and State of New Jersey that all delinquent tax payments tendered after April 29, 2016, must be paid either by certified check, money order or cash.

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 12th day of April, 2016.

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Mary Canesi , RMC Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 94-2016**

**APPROVING A REQUEST FOR PROPOSALS FOR A COURT FINE  
DEBT COLLECTION SERVICE FOR THE CITY OF NORTHFIELD**

**WHEREAS**, the City Council of the City of Northfield does recognize the need to have an outside company collect court fine debts for the City of Northfield; and

**WHEREAS**, the Qualified Purchasing Agent for the City of Northfield is recommending that a Request for Proposals be advertised for the collection of past due court fines for the City of Northfield.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Northfield that the Municipal Clerk is hereby authorized to advertise a Request for Proposals for a Court Fine Debt Collection Service.

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 12th day of April 2016.

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Mary Canesi, RMC, Municipal Clerk

**THE CITY OF NORTHFIELD  
PRIVATE COLLECTION OF MUNICIPAL COURT  
DEBT**

**REQUEST FOR PROPOSAL PRIVATE COLLECTION AGENCY SERVICES**

**Issue Date: April 13, 2016**

**Due Date: May 12, 2016**

**Section One**

**Scope of Work**

The City of Northfield has generated approximately \$500,000 of uncollected adjudicated debt incurred by the general public.

**Bidder's Objectives**

Bidders shall submit a detailed operational plan which demonstrates understanding of, and capability to assume responsibility for, collecting delinquent revenue for the City of Northfield. The plan shall provide all details of the methods to be used to maximize successful collections, including initiating and continuing collection attempts within the guidelines set forth by Federal and State regulations regarding fair debt collection practices.

**Contract Requirements**

1. The successful contractor(s) must operate in accordance with ethical collection practices and obey all federal, state laws, which shall encompass compliance with the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt under L 2009, 233, promulgated March 31 2011, found at <http://www.judiciary.state.nj.us/mcs/collectionagency.pdf>.
2. Remittance and Reporting Requirements: The successful contractor(s) will be required to submit to The City of Northfield monthly remittances and statements no later than thirty (30) days following the month of collection.
3. The private collection agency shall accept electronic files from the Administrative

Office of the Courts on behalf of the municipal court or reports from the municipal court identifying cases selected for collection. The private collection agency shall be responsible for converting Administrative Office of the Courts supplies information or report data from the municipal court to the private collection agency's computer system.

## **SPECIAL NOTICE**

The State of New Jersey Administrative Office of the Courts and the New Jersey Department of Community Affairs, Division of Local Government Services each has final approval of the successful contractor (s).

## **Section Two**

### **EXECUTIVE SUMMARY QUESTIONNAIRE**

This section should contain an outline of the respondent's general approach along with a brief summary of the prominent features of the proposal submitted.

- 1      How long has your company been in business?
- 2      History of agency, key members of management/collection team, including the makeup of the agency and experience with municipal accounts.
- 3      What geographic territories do you collect in?
- 4      What is the average total number and total dollar amount of both primary and secondary accounts you receive per month?
- 5      A statement of your firm's background and experience in providing collection services to governmental organizations. Be very specific about relevant New Jersey office experience in collection services.
- 6      Include a listing of governmental agencies in New Jersey that your firm has provided services to over the last five years. Indicate each organization's name and address, contact person, reference telephone number, nature of services provided and dates of the engagement.
- 7      How many collectors do you currently employ? How many can you comfortably expand to? Please describe your requirements and procedures for hiring new collectors.
- 8      Description of training for collectors including initial training program and any ongoing training/monitoring.

- 9 Description of collector compensation programs.
- 10 Please specify your office/collection hours. Do you operate on Saturdays and at night?
- 11 Description of the normal method used to collect accounts, including specific work standards based on balance ranges. Include number of both written and telephone attempts. Describe when these accounts are sent to credit rating agencies.
- 12 Policy or procedure on complaint handling.
- 13 Samples of all form/correspondence and telephone scripts to be used for collection.
- 14 Are the collectors automated? If so, what type of system is utilized?
- 15 Description of automated abilities to handle accounts from placement procedures to remittance.
- 16 What requirements and procedures are in place to ensure minimal adverse action after payment is received?

### Section 3

#### SUBMISSION REQUIREMENTS

An original, clearly marked as the "Original" and five (5) full, complete and exact copies of each proposal shall be submitted in sealed envelopes and must be marked with "Municipal Court Fine Private Collection Agency RFP" and addressed to:

Purchasing Agent  
City of Northfield  
1600 Shore Road  
Northfield, NJ 08225

Postmark date will not constitute timely delivery. Responses received after the above time will not be considered. Vendors are solely responsible for ensuring timely receipt of their responses. Responses shall be submitted in a sealed package addressed as above and clearly identifying the vendor making the submission. **FAXED PROPOSALS WILL NOT BE ACCEPTED.** Any inquiry concerning this RFQ should be directed in writing to the above address.

All documents/information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. The City will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The City reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The City further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the City reserves the right to re-solicit proposals.

## **TIME FRAME FOR SELECTION AND IMPLEMENTATION**

April 13, 2016 - Issue Date

May 12, 2016 - Proposals due by 10:00 am

May 16-May 20, 2016 - Evaluation of Proposals

May 24, 2016- Final Selection & Award by Governing Body

## **MANDATORY CONTENT OF PROPOSAL**

In addition to demonstrating an ability to meet all minimum qualifications in Section One, the firm must also include and address the following:

1. **Contact Information:** Provide the name and address of the firm; the name, telephone number, fax number, and email address of the individual responsible for the preparation of the proposal.
2. **A Fee Proposal:** Fee information is to include the following: New Jersey law permits the governing body of the municipality to authorize the assessment of a fee by a private collection agency, not to exceed 22% of the amount collected, to be paid by the defendant to the private collection agency for the purpose of paying for the cost of collection. What percentage of the amount collected will you require to manage our municipal court debt? Additionally, please identify the allocation of costs and expenses associated with such collection procedures.
3. **Executive Summary Questionnaire**



4. In its proposal, the vendor must identify any existing or potential **conflicts of interest**, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the City.
5. **New Jersey Business Registration Certificate**. Business organizations or individuals doing business in New Jersey are required to register with the Department of Treasury, Division of Revenue. Prospective contractors submitting proposals shall submit a copy of their business registration certificate to the City of Northfield at the time the proposal is submitted to the City. See N.J.S.A 52:32-44b (1).

## **Section Four**

### **SELECTION PROCESS**

All proposals will be reviewed by the City to determine responsiveness. The City will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

1. The vendor's general approach to providing the services required under this RFP.
2. Experience and reputation of the prospective vendor in the field that is the subject matter of the contract.
3. The vendor's documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFP.
4. The qualifications and experience of the vendor's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contract of similar size and scope to the services required by this RFP.
5. Costs and fee schedules.

## **INSURANCE REQUIREMENTS**

1. **Indemnification:** Vendor shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney's fees, damages or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Vendor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Vendor, its employees, Subcontractors or agents or others under the Vendor's Contract.
2. Upon execution of a contract with the City, the vendor shall provide at its own cost and expense proof of the following insurance to the City:
  - a) Workers' Compensation - Statutory - in compliance with the Compensation Law of the State of New Jersey
  - b) General Liability - 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. The City of Northfield shall be listed as an "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 automobile.

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

Failure by the vendor to supply written evidence of the insurance coverages listed above upon execution of the contract shall result in default of the contract.

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

## **SELECTION AND CONTRACT**

The City of Northfield intends to award this contract to the Agency that it deems most responsive and will provide the most comprehensive and the highest quality of service to The City of Northfield inclusive of fee considerations. The City of Northfield reserves the right to accept other than the lowest price offer and to reject all proposals that are not responsive to this request.

The City will select the vendor deemed most advantageous to the City, **price and other factors considered**. The resulting contract will include this RFP, any clarifications or addenda thereto, the selected vendor's proposal, and any changes negotiated by the parties.

## **SUPPLEMENTAL INFORMATION**

1. **Americans with Disabilities Act of 1990**: Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless: AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability The contractor and the City of Northfield, (hereafter "owner" or "Municipality") hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of

the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

2. **Mandatory Affirmative Action Certification:** No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq: During the performance of this contract, the contractor agrees as follows: The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants

are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

3. **Political Disclosure Certification** Contractor shall be required to comply with the City of Northfield Ordinance 9-2011 which establishes limits on political contributions made by individuals or business entities seeking to or perform business with the City of Northfield. A statement from the professional business entity or vendor, made under penalty of perjury, that the bidder or offer or has not made a contribution in violation of Section 2 of the City Ordinance will be required to be submitted with the proposal. A copy of the complete ordinance may be viewed on the City website: [www.mullicaCity.org](http://www.mullicaCity.org). Proposals submitted without the Political Disclosure Certification form will not be considered.

## STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business** \_\_\_\_\_

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2 \_\_\_\_.

(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)



## NON-COLLUSION AFFIDAVIT

State of New Jersey

County of \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_  
\_\_\_\_\_ of full age, being duly sworn according to law on my oath depose  
and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Northfield relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn to

before me this day

\_\_\_\_\_

Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

## CONTRACT DOCUMENTS

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 95- 2016**

**AUTHORIZING AN INCREASE IN THE BID THRESHOLD**

**WHEREAS**, effective July 1, 2015 the State of New Jersey adjusted the bid threshold for awarding contracts pursuant to the Local Public Contracts Law and has given local contracting units the ability to increase the bid threshold up to \$40,000 in municipalities with a Qualified Purchasing Agent; and

**WHEREAS**, the City of Northfield has a duly appointed a Qualified Purchasing Agent in accordance with N.J.A.C. 5:34-5 et seq.; and

**WHEREAS**, the City of Northfield desires to take advantage of the increased threshold.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Northfield, in the County of Atlantic and State of New Jersey, that the City hereby increases its bid threshold to \$40,000.00.

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 12th day of April 2016.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 96-2016**

**ACKNOWLEDGING EMPLOYMENT RESIGNATION  
OF SCHOOL CROSSING GUARD**

**WHEREAS**, City Council approved the appointment of Joan Grist as a School Crossing Guard January 27, 1997.

**BE IT RESOLVED**, that the Governing Body of the City of Northfield does hereby acknowledge the voluntary resignation of employment for Joan Grist, School Crossing Guard effective April 4, 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 12<sup>th</sup> day of April, 2016.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 97-2016**

**AUTHORIZATING AN INDIVIDUAL AGREEMENT WITH E-CONSULT  
AS AN EXPERT IN DETERMINING THE CITY OF NORTHFIELD'S  
AFFORDABLE HOUSING OBLIGATION**

**WHEREAS**, the Common Council of the City of Northfield entered into the Municipal Shared Services Defense Agreement ("MSSDA") for the purpose as set forth therein, which included retaining a common expert in the Declaratory Judgment action ("Litigation") that was filed in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Decision"); and

**WHEREAS**, the MSSDA identified Dr. Robert Burchell, a distinguished professor at Rutgers University, as the expert to be retained to prepare an expert report (the "Burchell Report"); and

**WHEREAS**, the City of Northfield contributed \$2,000 to become a member of a consortium of municipalities (hereinafter "Municipal Group") so that the Municipal Group could enter into an agreement with Rutgers University (hereinafter "Research Agreement") for the purpose of having Dr. Burchell prepare a fair share report (hereinafter "Burchell Report"); and

**WHEREAS**, Dr. Burchell became ill and was unable to complete the obligations under the Research Agreement as set forth in the MSSDA; and

**WHEREAS**, as a result, Rutgers University exercised its right to terminate the Research Agreement as permitted under its terms; and

**WHEREAS**, the MSSDA required a modification to allow the Municipal Group to retain one or more alternative experts, consultants and/or other professionals for the Litigation; and

**WHEREAS**, an Amendment to the MSSDA ("Amendment") was prepared to effectuate the modification, and said Amendment was entered into by the City of Northfield of [MUNICIPALITY]; and

**WHEREAS**, the Amendment authorized the execution of an agreement with Econsult Solutions, Inc. ("ESI") to replace Dr. Burchell and Rutgers, and to prepare its own revised report; and

**WHEREAS**, ESI prepared a revised report entitled "New Jersey Affordable Housing Need and Obligations", dated December 30, 2015 (the "Solutions Report"), for the Municipal Group; and

**WHEREAS**, the MSSDA as amended, entitled Members of the Municipal Group to retain ESI to testify about the Solutions Report and for related issues; and

**WHEREAS**, any Member of the Municipal Group could retain ESI (i) individually, (ii) as part of a local consortium consisting of other municipalities under the vicinage of any particular judge presiding over Mount Laurel matters or (iii) both individually and as part of a local consortium; and

**WHEREAS**, the purpose of this resolution is to retain ESI individually; and

**WHEREAS**, the proposed individual agreement, attached hereto, envisions that ESI will split its work if it prepares a report that benefits multiple municipalities; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Northfield hereby authorizes its attorney to sign the agreement, attached hereto, on its behalf.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

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 12<sup>th</sup> day of April, 2016.

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Mary Canesi, RMC, Municipal Clerk

APRIL 12, 2016

VIA EMAIL: [email@township.gov](mailto:email@township.gov)

Kristopher J Facenda, Municipal Solicitor  
City of Northfield  
1600 Shore Road  
Northfield, NJ 08225

**Re: Mt Laurel IV Services**

Dear Mr. Facenda

## INTRODUCTION

This contract is between Econsult Solutions, Inc. (ESI) and the City of Northfield.

ESI has prepared a Revised Report entitled "New Jersey Affordable Housing Need and Obligations", dated December 30, 2015 ("Solutions Report"), for a municipal consortium of approximately 282 municipalities, including Municipality.

This Contract is intended to cover services to be performed by ESI relating to the March 10, 2015 decision of the New Jersey Supreme Court, captioned "In re Adoption of N.J.S.A. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015)" ("Mt. Laurel IV") and to follow the services rendered by ESI for the Municipal Joint Defense Group established under the Municipal Shared Services Defense Agreement, as Amended, ("MSSDA") dated approximately July 1, 2015, as amended and supplemented by Contract with ESI dated October 12, 2015.

## SCOPE OF SERVICES

ESI will assist the Municipality and provide services as directed by the Municipality in proceedings before the New Jersey Superior Court related to the Declaratory Judgment actions filed by the Municipality. ESI's services will primarily deal with the preparation for testimony and testimony in the various Declaratory Judgment proceedings and will be principally related to ESI's Revised Report. In addition,



ESI's services may include, without limitation, conducting research, preparing analysis and reports, attending hearings and meetings, and so forth, all as directed by the Municipality.

## **TERM**

This Agreement shall commence on January 1, 2016 and will terminate on December 31, 2016 unless otherwise extended by mutual agreement of the parties. Either party can terminate upon 15 days written notice. The Municipality shall be responsible to pay for all services performed by ESI up to the date of notice of such termination and the Municipality shall be entitled to the work product that has been generated or prepared by ESI for the benefit of the Municipality up to that date.

## **RATES / DIRECT COSTS**

ESI shall bill for services performed under this Agreement at the following rates for calendar year 2016. Rates will increase 3% annually, rounded to the nearest dollar, effective January 1 of each subsequent year if this contract is mutually extended:

<b>Personnel</b>	<b>Hourly rates</b>
Dr. Peter Angelides	\$375
Dr. Richard Voith	\$425
Director	\$225-\$265
Associate Director	\$175
Senior Analyst	\$160
Analyst	\$125-\$150
Research Assistants	\$110

## **Expenses:**

In addition to our fee, ESI will charge for customary reimbursable expenses directly attributable to the project such as data purchases, travel, lodging, significant reproduction expenses and other expenditures that are necessary to complete the assignment. ESI does not bill for telephone calls, routine printing or reproduction, or other miscellaneous expenses.

## **MULTIPLE MUNICIPALITIES**

In addition to this contract, Municipality may wish to participate in a shared services agreement with other municipalities to engage ESI. Nothing in this Agreement is intended to prevent or preclude Municipality from joining other municipalities and entering into a shared services agreement with ESI. Similarly, nothing in this Agreement is intended to prevent or preclude ESI from contracting with other municipalities



or groups of municipalities. Notwithstanding the foregoing, in the event that ESI prepares a report or submission that benefits multiple municipalities, ESI will, to the extent practicable, divide the costs amongst the benefitted municipalities.

## **BILLING TERMS**

ESI will submit monthly bills to Municipality through the Administrator setting forth the identity of the individual providing services, the services performed by date and description for each representative of ESI and the time spent on such task. All billings are payable in full within 30 days of receipt. If questions arise regarding the hours or reimbursable expenses submitted under any bill, the Municipality shall notify ESI in writing within 10 days of the billing's date of said questions. ESI will acknowledge receipt of such notice within 10 days of receipt and respond to the Municipality within 30 days of the date of the original bill. Any adjustments to the bill will be reflected in the following month's billing as a credit and shall not be deducted from the payment of the bill being questioned. In the event that the response from ESI is unacceptable to the Municipality in whole or in part, the disputed amount may be deducted from the following bill and the parties shall confer and attempt to amicably resolve any outstanding invoices. If the parties are unable to amicably resolve the same, each party is left to their respective remedies under the law. ESI reserves the right to cease work, including testimony, if payment is more than 30 days overdue.

## **CONTACT**

The Municipality will designate a principal point of contact for content and for administration. For ESI, the principal contacts are:

### **Content**

Peter Angelides

Principal

1435 Walnut Street, Suite 300

Philadelphia, PA 19102

215-717-2777 (main), 267-687-0210 (direct)

[angelides@econsultsolutions.com](mailto:angelides@econsultsolutions.com)

### **Administration**

Wendy Gabriele

1435 Walnut Street, Suite 300

Philadelphia, PA 19102

215-717-2777

[gabriele@econsultsolutions.com](mailto:gabriele@econsultsolutions.com)





Contact information for the **Municipality**:

	<b>Content</b>	<b>Administration</b>
Name:	_____	_____
Address:	_____	_____
Phone:	_____	_____
Email:	_____	_____

If these terms are acceptable to you, please return one copy of this letter with the appropriate signature, and the signed letter will constitute our contract. If you wish to discuss any aspect of this proposed contract, please call me at 267-687-0210 (direct) or 215-717-2777 (main).

Regards,

Peter Angelides PhD, AICP  
Principal

**SIGNATURE PAGE**

**Accepted:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

**Accepted:**

\_\_\_\_\_  
Signature

**Peter Angelides**  
\_\_\_\_\_  
Name

**Principal**  
\_\_\_\_\_  
Title

**Econsult Solutions, Inc.**  
\_\_\_\_\_  
Organization

**January 18, 2016**  
\_\_\_\_\_  
Date



**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 98-2016**

**APPROVAL FOR ENGINEER TO SUBMIT THE PROJECT KNOWN AS ADA  
IMPROVEMENTS AT BIRCH GROVE PARK, PHASE IV, AS THE CITY'S  
APPLICATION FOR THE 2016 COMMUNITY DEVELOPMENT BLOCK  
GRANT PROGRAM**

**WHEREAS**, the City of Northfield has opted to participate in the Atlantic County Community Development Block Grant (CDBG) Program for FY 2016; and

**WHEREAS**, as a participant, the City of Northfield expects to be allocated \$22,675.00 for Fiscal Year 2016 and has selected the project known as ADA Improvements at Birch Grove Park Phase IV.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Northfield hereby authorizes the Municipal Engineer to submit the appropriate application to the Atlantic County Improvement Authority for the project known as ADA Improvements at Birch Grove Park Phase IV.

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 12<sup>th</sup> day of April, 2016.

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Mary Canesi, RMC, Municipal Clerk

**Section 2****Part 1 Project Criteria**

Project Activity: 2016 Birch Grove Park Museum ADA Improvements  
 Site Address or Limits of Work by Major Intersections: 11700 Burton Avenue - Phase 4

Lot: 8 Block: 16.01 Census Tract \_\_\_\_\_ Block Group: \_\_\_\_\_

Project Construction Costs: \$ 22,675.-  
 Engineering Design Costs: \$ 2721.-  
 Engineering Inspection Costs: \$ 1134.-  
 Total Project Cost: \$ 26,530.- \*\* Attach Cost Estimate

Amount Requesting: \$ 22,675.00

**MATCH/LEVERAGING:**

What other funding sources are applicable to this project?

		Approval Date	Application Date
Municipal	\$ <u>3855.00</u>	_____	_____
**State/Local Grants	\$ <u>N/A</u>	_____	_____
Other (specify)	\$ <u>N/A</u>	_____	_____

\*\*Identify Source of Funds; i.e. Green Acres Grant, etc.

NOTE: Provide letters of commitment or Municipal Resolution for all funds stated above

Location: (i.e. Downtown, intersection, lakefront) \* Please provide photos of the site and surrounding buildings and attach to application as an exhibit.

Castro House Museum Birch Grove Park

Describe the problem and the scope of work needed to address the problem. You may attach additional sheets if necessary.

Remove and replace building access and provide ADA compliant ramp, railing and ADA parking area.

Describe the service area for this activity. (i.e. Street improvement serves the neighborhood/census block group xx; park provides recreation to residents of the entire township. Neighborhood playgrounds/tot lots serve one or more block groups)

Park and museum serve all residents of the entire City.

**Section 3: ELIGIBILITY AND NATIONAL OBJECTIVE**

**Part I: Project Eligibility** – Identify project type from the list of eligible projects cited in Section III of the Instructional Guide.

**Project Type:** \_\_\_\_\_

**Part II: National Objective** – Check the option below that best qualifies your project:

**Low-Mod Income Benefit:** N/A

**A. Service Area for the activity has a predominantly lower income population**

Census Tract \_\_\_\_\_ Block Group \_\_\_\_\_ Low/Mod % \_\_\_\_\_

\_\_\_\_\_ As an Exception level County, census block group areas with a low-mod population of 42.19% or more are eligible. (Please refer to your municipality's Eligible Area Map)

\_\_\_\_\_ If the service area for an activity is smaller than a block group, then a survey may be undertaken. (Survey forms must be pre-approved by HUD and require permission from the County)

**B. Presumed Benefit**

☒ Architectural Barrier Removal – Presumed to meet a low-mod objective

\_\_\_\_\_ Providing a facility or service to one of the following categories of persons:  
Elderly persons, severely disabled, victims of domestic violence, homeless

**C. Income Intake**

\_\_\_\_\_ Activity requires income qualification on a case-by-case basis to receive benefits

**Prevention /Elimination of Slums or Blight**

\_\_\_\_\_ Demolition or Rehabilitation in a locally designated blighted area. (Demolition activities must provide proof of ownership)

\_\_\_\_\_ Demolition or Rehabilitation of a property that poses a public health & safety risk. (Work is limited to correcting code violations.)

**Section 4****Part 1 Project Location Details**

Indicate the project location and service area on the County Census Map provided or attach a more detailed location map.

*Birch Grove Park*

If the project is in a redevelopment zone, please describe and attach plan (i.e. NPP, DOT, TE, EDI, etc).

*N/A*

If the proposed project is a continuation of a prior project, provide a narrative addressing the stage of the completion.

*This is phase 4 of the Birch Grove  
Park ADA improvements.*

**Section 5****Part 1 Additional Governmental Requirements****All Projects are subject to environmental reviews.**

Please respond to all of the following:

Is the project located in the 100 year flood plain? (Provide FIRM Map) ☐ Yes ☒ NoIs the project within an historic district or involve historic property? ☐ Yes ☒ NoWill project have any groundwater impacts? ☐ Yes ☒ NoWill the project require any of the permits listed below? Indicate current status of permits\*\* *N/A*☐ Stream Encroachment☐ Wetlands☐ DOT☐ CAFRA (Coastal Area Facility Review Act)  
Elimination System)☐ NJPDES (NJ Pollutant Discharge☐ Other required permits list below:**\*\*Project with approved permits will receive priority ranking.**Is the proposed project located in the Pinelands area? ☐ Yes ☒ No

If yes, will the project require any or all of the following from the Pinelands Commission?

☐ Development Approval☐ Certificate of 208 Conformity☐ Waiver of Strict Compliance

Are there any other known impediments to the project? Explain.

*No*



**Certification and Official Authorization**

I, Erland Chau, hereby certify that all parts of this application and all required attached documents are accurate to the best of my knowledge. I am also certifying that:

- The proposed project will not result in permanent involuntary displacement of any family, individual, business, non-profit organization or farm, or any of their personal property.
- Special assessments to recover capital costs of the proposed activity, either the CDBG funded or non-CDBG portion of costs, will not be made against properties owned and occupied by low and moderate-income persons.
- If selected to receive Community Development Block Grant, the project will be operated in accordance with all applicable laws and regulations, including the CDBG Entitlement Grant Regulations at 24 CFR Part 570, Civil Rights Acts, the Fair Housing Act and the Americans with Disabilities Act.
- I am authorized by the municipality or organization identified within to submit this application.

Erland Chau  
Print Name of Municipal Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Mayor

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

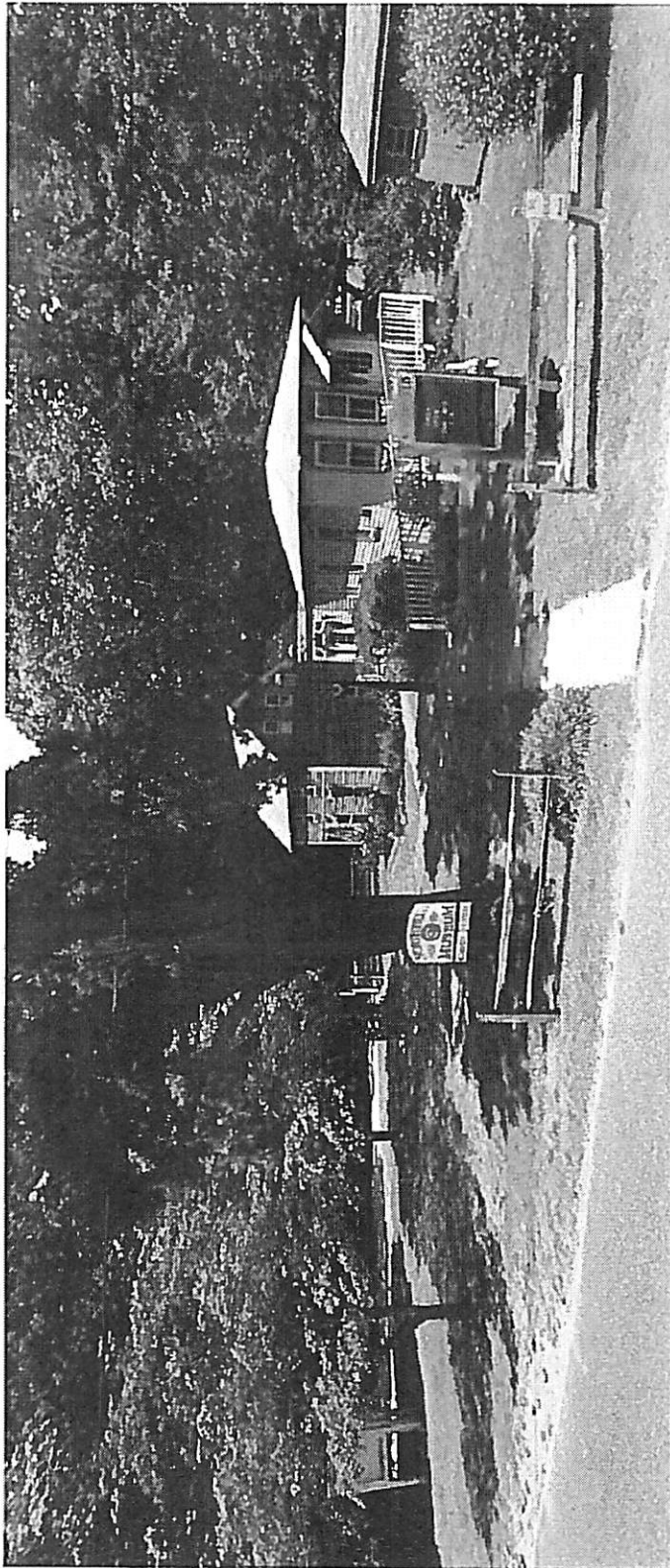


Exhibit A

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 99-2016**

**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 PENDING LITIGATION IN THE MATTER OF DANIEL T.  
MITCHELL v. THE CITY OF NORTHFIELD**

**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 a lawsuit filed in the United States District Court, District of New Jersey, by Daniel T. Mitchell against the City of Northfield, and Robert James.

**WHEREAS**, the purpose of this meeting is to provide a status update to the Council of the City of Northfield with regard to the lawsuit.

**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 12<sup>th</sup> day of April, 2016.

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Mary Canesi, RMC, Municipal Clerk