

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
SEPTEMBER 13, 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 – August 30, 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

RESOLUTIONS

- ## ORDINANCE

- PAYMENT OF BILLS** \$ 587,222.12

MEETING NOTICES

City Council

September 27th

6pm Work Session

Regular Meeting Immediately Following

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 163-2016**

**ACKNOWLEDGING EMPLOYMENT RESIGNATION
OF SCHOOL CROSSING GUARD**

WHEREAS, City Council approved the appointment of Felicitas Hernandez as a School Crossing Guard February 9, 2015, as per Resolution No. 62-2016/

BE IT RESOLVED, that the Governing Body of the City of Northfield does hereby acknowledge the voluntary resignation of employment for Felicitas Hernandez, School Crossing Guard effective August 30, 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 13th day of September, 2016.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 164-2016**

**ACKNOWLEDGING EMPLOYMENT RESIGNATION
OF SCHOOL CROSSING GUARD**

WHEREAS, City Council approved the appointment of Michele Nugent as a School Crossing Guard September 2, 2002, as per Resolution No. 160-2002.

BE IT RESOLVED, that the Governing Body of the City of Northfield does hereby acknowledge the voluntary resignation of employment for Michele Nugent, School Crossing Guard effective August 31, 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 13th day of September, 2016.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 165-2016**

**EMPLOYMENT STATUS CHANGE FOR SUBSTITUTE
SCHOOL CROSSING GUARD**

WHEREAS, the need exists within the Police Department to fill the position of Regular Adult School Crossing Guard; and

WHEREAS, substitute School Crossing Guard Rosaria Patane-White expressed interest; and

WHEREAS, the recommendation to change the employment status of Rosaria Patane-White from Substitute Crossing Guard to Regular Adult School Crossing Guard was made by Acting Captain of Police Steve Steinecke, and by Crossing Guard Supervisor Debbi Doherty.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Northfield that the status change of Rosaria Patane-White effective September 6, 2016, is hereby approved and ratified.

BE IT FURTHER RESOLVED, that compensation for the Regular Adult School Crossing Guard shall be in accordance with the Crossing Guard Rider Agreement between the City of Northfield and Government Workers Union, Local No. 430.

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 13th day of September, 2016.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 166-2016**

**EMPLOYMENT STATUS CHANGE FOR SUBSTITUTE
SCHOOL CROSSING GUARD**

WHEREAS, the need exists within the Police Department to fill the position of Regular Adult School Crossing Guard; and

WHEREAS, substitute School Crossing Guard Victoria Burke expressed interest; and

WHEREAS, the recommendation to change the employment status of Victoria Burke from Substitute Crossing Guard to Regular Adult School Crossing Guard was made by Acting Captain of Police Steve Steinecke, and by Crossing Guard Supervisor Debbi Doherty.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Northfield that the status change of Victoria Burke effective September 8, 2016, is hereby approved and ratified.

BE IT FURTHER RESOLVED, that compensation for the Regular Adult School Crossing Guard shall be in accordance with the Crossing Guard Rider Agreement between the City of Northfield and Government Workers Union, Local No. 430.

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 13th day of September, 2016.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 167-2016**

**AUTHORIZE THE HIRING OF STEPHEN MCKEONE AS A SEASONAL
MAINTENANCE EMPLOYEE FOR BIRCH GROVE PARK**

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that Stephen McKeone authorized to be hired as seasonal maintenance employee commencing Thursday, September 1, 2016.

IT IS FURTHER RESOLVED that compensation for Stephen McKeone shall be \$10.81 per hour for up to a 32-hour work week.

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

BE IT FURTHER RESOLVED by the Council of the City of Northfield that the hiring of Stephen McKeone is hereby approved.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 13th day of September, 2016.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 168-2016**

**RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN
ISSUES OF NOT EXCEEDING \$4,863,500 GENERAL OBLIGATION
BONDS, SERIES 2016 OF THE CITY OF NORTHFIELD, IN THE
COUNTY OF ATLANTIC, STATE OF NEW JERSEY, DELEGATING
AUTHORITY TO DETERMINE THE FORM AND OTHER DETAILS OF
SUCH BONDS, AND PROVIDING FOR THE SALE OF SUCH BONDS TO
THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY PURSUANT
TO THE AUTHORITY'S 2016 POOLED GOVERNMENTAL LOAN
PROGRAM**

WHEREAS, the City of Northfield (the “**City**”), in the County of Atlantic (the “**County**”), State of New Jersey, has determined that there exists a need within the City to finance the costs of various capital improvements throughout the City, consisting of various roadway and bike path improvements, installation of flashing lights, purchase of vehicles and equipment for Public Works Department, Police Department and Fire Department, repairs and reconstruction to sanitary sewer system, road and drainage improvements, and general capital improvements (collectively, the “**Capital Improvement Projects**”); and

WHEREAS, the City Council has duly adopted various bond ordinances (the “**Ordinances**”) to appropriate moneys and authorize the issuance of bonds or bond anticipation notes to undertake the Capital Improvement Projects; and

WHEREAS, the City has determined to finance the Capital Improvement Projects with the proceeds of a loan (the “**Loan**”) to be made to the City by the Atlantic County Improvement Authority (the “**ACIA**”) in connection with the 2016 Pooled Governmental Loan Program, currently scheduled to close on or about October 21, 2016 (the “**2016 ACIA Polled Loan Program**”); and

WHEREAS, in order for the City to receive the Loan from the ACIA, it is necessary to combine the bonds authorized under said Ordinances into one consolidated issue of general obligation bonds in the aggregate principal amount of \$4,863,500 (to be issued in one series or more separate series aggregating said amount and to memorialize the applicable obligations of the general or utility funds of the City, as and if applicable), pursuant to the provisions of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the “**Local Bond Law**”); and

WHEREAS, to evidence the Loan, the ACIA also requires the City to authorize, execute, attest and deliver the City's \$4,863,500 General Obligation Bonds, Series 2016 (to be issued in one or more separate series aggregating said amount and to memorialize the applicable obligations of the general or utility funds of the City, as and if applicable) (the “**Bonds**”) in accordance with the provisions

hereof and pursuant to the terms of the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the “**Local Bond Law**”) and other applicable law; and

WHEREAS, Section 27(a)(2) of the Local Bond Law allows for the sale of the Bonds to the ACIA without any public offering, all under the terms and conditions set forth herein and in a Bond Purchase Agreement by and between the City and the ACIA to be dated as of the date of the sale of such Bonds.

NOW THEREFORE, BE IT RESOLVED BY A TWO-THIRDS VOTE OF THE FULL MEMBERSHIP OF THE CITY COUNCIL OF THE CITY OF NORTHFIELD, IN THE COUNTY OF ATLANTIC, STATE OF NEW JERSEY, as follows:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the bonds of the City, authorized pursuant to the bond ordinances the City heretofore adopted and described in Section 2 hereof, shall be combined into a single issue of General Obligation Bonds, Series 2016 in the aggregate principal amount not exceeding \$4,863,500 to be issued in one or more separate series aggregating said amount and to memorialize the applicable obligations of the general or utility funds of the City.

Section 2. The principal amount of bonds authorized by each ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Bonds described by reference to the ordinance number, description and date of final adoption, amount of issue and average period of usefulness determined in each of the bond ordinances are respectively as set forth in **Exhibit B** hereto.

Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

(a) The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average periods of usefulness therein determined, is **16.01 years**.

(b) The Bonds of the combined issue shall be designated “**General Obligation Bonds, Series 2016**” (or such other designation if such Bonds are issued in two separate series to memorialize the applicable obligations of the general or utility funds of the City) and shall mature within the average period of usefulness hereinabove determined.

(c) The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law that are applicable to the sale and issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) None of the Bonds described in Section 2 hereof have been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded heretofore and now remain in full force and effect as authorizations for the respective amounts of bonds set opposite the descriptions of the bond ordinances set forth in Section 2 hereof.

(b) The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and some of such improvements or purposes, if applicable and permitted by law, a deduction may be taken in any annual or supplemental debt statement.

Section 5. In accordance with the provisions of N.J.S.A. 40A:2-27(a)(2), the City hereby delegates to the Chief Financial Officer of the City the power to sell and award the City's not to exceed \$4,863,500 General Obligation Bonds, Series 2016 (collectively, the "**Bonds**") to the ACIA in accordance with the provisions hereof and in accordance with the terms of a Bond Purchase Agreement by and between the City and the ACIA (the "**Bond Purchase Agreement**"). The Mayor of the City (the "**Mayor**") or Chief Financial Officer of the City (the "**Chief Financial Officer**") are each hereby authorized and directed on behalf of the City, in consultation with Bond Counsel (as hereinafter defined), to negotiate the terms of such Bond Purchase Agreement, to be dated the date of sale of the Bonds, to approve the terms of such Bond Purchase Agreement and to execute and deliver said Bond Purchase Agreement to the ACIA. The Bonds have been referred to and described in the Ordinances being finally adopted at duly called and held meetings of the City Council and published as required by law and which Ordinances were combined for purposes of sale pursuant to this resolution, all pursuant to terms of the Local Bond Law and other applicable law.

Section 6. The Chief Financial Officer is hereby authorized and directed to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions established by the ACIA and the terms and conditions hereof and set forth in the Bond Purchase Agreement, the following items with respect to the Bonds, except those terms and conditions which are set forth in the Bond Purchase Agreement:

(a) The aggregate principal amount of the Bonds to be issued, provided that the total amount of Bonds issued shall not exceed the aggregate principal amount of \$4,863,500 (which may be issued in one series or two separate series aggregating said amount and to memorialize the applicable obligations of the general or utility funds of the City);

(b)The maturity and principal installments of the Bonds, which maturity shall not exceed 16 years;

(c)The date of the Bonds;

(d)The interest rate of the Bonds, which interest rates shall not exceed five 5% per annum;

(e)The purchase price of the Bonds; and

(f)The terms and conditions under which the Bonds shall be subject to redemption prior to their stated maturities.

Section 7. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Bonds by the parties authorized under Section 8(c) hereof.

Section 8. The City Council hereby determines that certain terms of the Bonds shall be as follows:

(a)The Bonds shall be issued in a single denomination and shall be numbered GO-1 (or such other designation if such Bonds are issued in two separate series to memorialize the applicable obligations of the general or utility funds of the City);

(b)The Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and

(c)The Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Clerk of the City (the “**City Clerk**”).

Section 9. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto with such additions, deletions and omissions as may be necessary for the City to comply with the requirements of the 2016 ACIA Pooled Loan Program, upon the advice of Bond Counsel.

Section 10. The law firm of Fleishman Daniels Law Offices, LLC, Linwood, New Jersey, Bond Council to the City (“**Bond Counsel**”), the City Engineer, the City Attorney and the City Auditor are each hereby authorized and directed to perform all actions necessary to consummate the issuance of the Bonds and the Capital Improvement Projects for which the Bonds are issued, including but not limited to, drafting and arranging for the printing and execution of the Bonds and

all applicable documentation necessary to memorialize and consummate the issuance of the Bonds and the undertaking of the Capital Improvement Projects, preparing all necessary financial information, all engineering and design work, preparation of plans and specifications and conducting all necessary studies, searches and analysis in connection with the issuance of the Bonds and the undertaking of the Capital Improvement Projects. The Mayor, the Chief Financial Officer, the City Clerk, the City Attorney and any other City representative (including Bond Counsel or the City Auditor) are each hereby authorized and directed to execute and deliver any certificates necessary or desirable in connection with the financial and other information.

Section 11. The Mayor, the Chief Financial Officer, the City Clerk and any other City representative, are each hereby authorized and directed to (i) execute any certificates or documents necessary or desirable in connection with the sale of the Bonds, including the Bond Purchase Agreement, or the undertaking of the Capital Improvement Projects, and each are hereby further authorized and directed to deliver same to the County and/or ACIA, as applicable, upon delivery of the Bonds and the applicable receipts of payment therefore, or in accordance with the 2016 ACIA Pooled Loan Program and (ii) perform such other actions as they deem necessary, desirable or convenient, in consultation with Bond Counsel, in relation to the execution and delivery thereof.

Section 12. Upon the adoption hereof, the City Clerk shall forward certified copies of this resolution: (a) via facsimile, to (i) John Lamey, Executive Director of the ACIA at facsimile number (609) 343-2188 and (ii) Joel M. Fleishman, Esquire, of Fleishman Daniels Law Offices, LLC, Linwood, New Jersey, Bond Counsel to the City, at facsimile number 609-272-9351; and (b) via certified first class mail, to (i) John Lamey, Executive Director of the ACIA at The Atlantic County Improvement Authority, 1333 Atlantic Avenue, Seventh Floor, Atlantic City, New Jersey 08401, and (ii) Joel M. Fleishman, Esquire, of Fleishman Daniels Law Offices, LLC, Linwood, New Jersey, Bond Counsel to the City at 646 Ocean Heights Avenue, Suite 103, Linwood, New Jersey 08221.

Section 13. 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 13th day of September, 2016.

Mary Canesi, RMC, Municipal Clerk

EXHIBIT A

**UNITED STATES OF AMERICA
CITY OF NORTHFIELD
IN THE COUNTY OF ATLANTIC
STATE OF NEW JERSEY**

GENERAL OBLIGATION BOND, SERIES 2016

NUMBER GO-1

DATE OF ORIGINAL ISSUE: October __, 2016

REGISTERED OWNER: Atlantic County Improvement Authority

PRINCIPAL SUM: _____ Dollars (\$_____)

THE CITY OF NORTHFIELD, IN THE COUNTY OF ATLANTIC, a body politic and corporate of the State of New Jersey (the "City"), hereby acknowledges itself indebted and for value received promises to pay to the order of The Atlantic County Improvement Authority (the "Authority"), c/o _____, _____, _____ (the "Trustee"), Account Number _____, the Principal Sum specified above payable in the amounts and on the dates specified and set forth on Schedule A attached hereto and by this reference made a part hereof, and to pay interest on such sum from the Date of Original Issue of this Bond until payment in full at the interest rates per annum and in the amounts and dates specified and set forth on Schedule A attached hereto and by this reference made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee on the ____ and ____ prior to each ____ and _____, commencing _____, 2017, in an amount equal to the interest accruing to each such ____ and _____. This Bond as to principal will be payable on the first day of the month immediately preceding the due date therefor at the corporate trust office of the Trustee. Upon the occurrence of an event of default by the Authority under the bond resolution adopted by the Authority on September 8, 2016 (as

the same may be supplemented and amended, the "Resolution") which event of default is directly attributable to a default hereunder or to a default by the City under its Bond Purchase Agreement with the Authority relating to the Authority's purchase of this Bond, or in the event of default in any payments of principal of or interest on this Bond, the Trustee may by notice to the Chief Financial Officer of the City at the Municipal Building, 1600 Shore Road, Northfield, New Jersey 08225, accelerate the principal amount of this Bond all as provided in the Resolution. Amounts not paid when due hereunder shall bear interest at the Late Payment Rate (as defined herein) until paid. This Bond shall be prepayable as set forth in Section 1303 of the Resolution.

Both principal of and interest on this Bond is payable in lawful money of the United States of America and in immediately available funds.

As used herein, "Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close. "Late Payment Rate" shall mean a rate per annum equal to the lower of (i) the greater of (a) three percent above the interest rate that JP Morgan Chase publicly announces from time to time as its prime lending rate, such interest rate to change on the effective date of each announced change in such rate, and (b) the rate then payable on this bond, and (ii) the maximum interest rate allowed by law.

This Bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), and is one of the General Obligation Bonds referred to in and issued pursuant to a resolution duly adopted by the City Council on September 13, 2016 entitled, "RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF NOT EXCEEDING \$4,863,500

GENERAL OBLIGATION BONDS, SERIES 2016 OF THE CITY OF NORTHFIELD, IN THE COUNTY OF ATLANTIC, STATE OF NEW JERSEY, DELEGATING AUTHORITY TO DETERMINE THE FORM AND OTHER DETAILS OF SUCH BONDS, AND PROVIDING FOR THE SALE OF SUCH BONDS TO THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY PURSUANT TO THE AUTHORITY'S 2016 POOLED GOVERNMENTAL LOAN PROGRAM" and the various bond ordinances referred to therein, all finally adopted and published as required by law.

The full faith and credit of the City are hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this Bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by such Constitution or statutes.

The City agrees to pay (i) all costs and expenses, including legal fees, in connection with the administration and enforcement of this Bond, which includes but is not limited to costs incurred in connection with the enforcement of the County Guaranty (as defined in the Bond Resolution) and (ii) its share of the amounts payable pursuant to Section 9 of the Bond Purchase Agreement between the City and the Authority.

IN WITNESS WHEREOF, the City of Northfield, in the County of Atlantic, State of New Jersey has caused this Bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto

imprinted or affixed, this Bond and the seal to be attested to by the manual signature of the its Clerk, and this Bond to be dated the Date of Original Issue as specified above.

ATTEST:

**CITY OF NORTHFIELD,
IN THE COUNTY OF ATLANTIC, STATE OF NEW
JERSEY**

By: _____

Erland V. L. Chau
Mayor

[SEAL]

Mary Canesi
Clerk

Dawn Stollenwerk
Chief Financial Officer

ASSIGNMENT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____ (Please Print or Type Name and Address of Assignee) the within Bond and irrevocably appoints _____ as Attorney to transfer this Bond on the registration books of the _____ with full power of substitution and revocation.

NOTICE

The signature of this assignment must correspond with the name as it appears on the face of the within Bond in every particular.

Dated:

Signature of Guarantee:

SCHEDULE A

CITY OF NORTHFIELD
IN THE COUNTY OF ATLANTIC, STATE OF NEW JERSEY

GENERAL OBLIGATION BOND, SERIES 2016

Schedule of Principal and Interest Payments

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest</u>	Principal and <u>Interest</u>
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EXHIBIT B

CITY OF NORTHFIELD,
IN THE COUNTY OF ATLANTIC, STATE OF NEW JERSEY
\$4,863,500 General Obligation Bonds, Series 2016
List of Bond Ordinances Combined for Sale Purposes

<u>ORDINANCE</u>	<u>PROJECT</u>	<u>PAR AMOUNT</u>	<u>USEFUL LIFE YEARS</u>
12-2013 , finally adopted on October 22, 2013	Purchase of a new Fire Truck; Various Municipal Roadway Improvements (Unspecified Streets); Purchase and Installation of Flashing Lights at various locations; Purchase of Three (3) License Plate Readers for Police Department; Construction of repairs and reconstruction to City's sanitary sewer system	\$1,752,750	15.12
15-2015 , finally adopted on June 23, 2015	Public Safety Radios; Police 4WD Vehicles/Equipment; Public Works Vehicles/Equipment; Bike Path Improvements; General Sewer Maintenance & Repairs; Road & Drainage Improvements (Unspecified Streets)	\$1,581,750	13.94
8 - 2016 , finally adopted on June 28, 2016	Road & Drainage Improvements (Unspecified Streets); Computer Hardware & Software; Fire Department Hose & Accessories; City Parking Lot Improvements; General Sewer Maintenance & Repairs	\$1,529,000	19.17
	TOTAL	<u>\$4,863,500</u>	16.01

CERTIFICATION

I, MARY CANESI, Clerk of the City of Northfield, in the County of Atlantic, State of New Jersey (the "City"), "RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF NOT EXCEEDING \$4,863,500 GENERAL OBLIGATION BONDS, SERIES 2016 OF THE CITY OF NORTHFIELD, IN THE COUNTY OF ATLANTIC, STATE OF NEW JERSEY, DELEGATING AUTHORITY TO DETERMINE THE FORM AND OTHER DETAILS OF SUCH BONDS, AND PROVIDING FOR THE SALE OF SUCH BONDS TO THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY PURSUANT TO THE AUTHORITY'S 2016 POOLED GOVERNMENTAL LOAN PROGRAM", is a copy of a resolution which was duly adopted by the City Council at a meeting duly called and held on September 13, 2016, in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this ____ day of September, 2016.

[SEAL]

Mary Canesi,
Clerk of the City of Northfield

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 169-2016**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NORTHFIELD, COUNTY OF ATLANTIC, NEW JERSEY AUTHORIZING
MAYOR AND OFFICE OF EMERGENCY MANAGEMENT
COORDINATOR TO EXECUTE OFFICE OF EMERGENCY
MANAGEMENT MEMORANDUM OF UNDERSTANDING**

WHEREAS, in accordance with N.J.S.A. App. A:9, every municipality must develop a plan for the sheltering of displaced individuals in their community during times of disaster and/or local emergencies, to include the need for warming and/or cooling centers during times of extreme weather conditions.

WHEREAS, due to limited resources in the City of Northfield, as well as the City of Linwood and the City of Somers Point, the three municipalities have jointly entered into this agreement with the Linwood Community Church to provide said services.

WHEREAS, the attached Memorandum of Agreement (MOA) sets forth the terms between a shared services agreement among the Cities of Linwood, Northfield and Somers Point and the Linwood Community Church (LCC) with regard to sheltering of City residents during times of emergency and/or disaster.

WHEREAS, the purpose of the MOA is to formally establish a partnership between the above listed entities in support of their efforts to provide shelter capability to their communities during times of emergencies and disasters as well as times of extreme weather conditions.

WHEREAS, it is the position of the Council of the City of Northfield that the execution of the MOA and the purposes of the MOA is in the best interests of the health, safety and welfare of the residents of the City of Northfield and that the execution of the MOA is necessary to carry out the purpose of the above cited Ordinance.

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

1. The Mayor and Office of Emergency Management Coordinator are hereby authorized and directed to execute the MOA on behalf of the City of Northfield.

2. All resolutions, or parts thereof, inconsistent herewith are hereby repealed and rescinded to the extent of any such inconsistency.

3. This resolution shall take effect immediately upon adoption.

I, MARY CANESI, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 13th day of September, 2016.

Mary Canesi, RMC, Municipal Clerk

MEMORANDUM OF AGREEMENT (MOA)

(City of Northfield, City of Linwood , City of Somers Point)
and
(Linwood Community Church (LCC))

The following Memorandum of Agreement (MOA) sets forth the terms between a shared services agreement among the Cities of Linwood, Northfield and Somers Point and the Linwood Community Church (LCC) with regard to sheltering of City residents during times of emergency and/or disaster.

I. Purpose of MOA

The purpose of this MOA is to formally establish a partnership between the above listed entities in support of their efforts to provide shelter capability to their communities during times of emergencies and disasters as well as times of extreme weather conditions.

II. Duration of MOA

This MOA is effective upon signature of the parties (individual municipalities and Linwood Community Church), and shall remain in full force and effect for a term of three (3) years subject to renewal upon approval by the County, unless cancelled in writing by any party with 30 day notice to the other parties.

III. Program Description

In accordance with N.J.S.A. App. A:9, every municipality must develop a plan for the sheltering of displaced individuals in their community during times of disaster and/or local emergencies, to include the need for warming and/or cooling centers during times of extreme weather conditions. Due to limited resources in the City of Northfield, as well as the City of Linwood and the City of Somers Point, the three municipalities have jointly entered into this agreement with the Linwood Community Church to provide said services.

IV. General Provisions

It is understood by all parties that each municipality and LCC should be capable of fulfilling its responsibilities under this MOA. If at any time a party of this agreement is unable to fill its obligations, it must notify all other parties in writing of same and the agreement will terminate for all parties following a 30 day notice.

V. Responsibilities of the Parties under MOA

1. The municipal offices of emergency management (OEM) of Northfield, Linwood and Somers Point agree to utilize the Linwood Community Church as their primary shelter location. The three municipalities' OEM also agree that the LCC will be used to shelter displaced individuals (residents and visitors) within their municipalities only. Should a request be received from a municipality that is not part of this agreement for sheltering capability, that request must be forwarded to the Atlantic County Office of Emergency Management for processing. If Atlantic County requests our shelter to be opened, it will be opened as a mutual aid request provided there is capacity to do so.
2. Linwood Community Church agrees to allow use of their facility for the purposes of emergency and evacuation sheltering purposes, to include warming and cooling centers during times of extreme weather conditions. LCC will not enter into any agreement with other agencies for sheltering purposes without the consent of the three municipalities OEM organizations.
3. The municipal OEMs will provide to LCC the necessary resources to properly open and manage a shelter. To include but not be limited to administrative forms and documents, blankets, cots, food, water, etc.
4. The municipal OEMs will make available training and exercises to the LCC with regards to shelter management and operations at no cost to LCC. The course entitled "Shelter Field Guide" is a basic minimum requirement. In addition, identified volunteers can receive "Safe Food Handling", "Shelter Operations" and "Shelter Manager" and other programs as necessary.
5. Damages incurred during shelter activations will be repaired by LCC with costs paid for by the municipalities that utilized the facility. For example, if Northfield activated the shelter for a local emergency and not Linwood nor Somers Point, and damages were incurred, then the City of Northfield would be fully responsible for the damages. If two of the municipalities required use of the shelter, then the costs would be shared equally between the two municipalities that utilized the shelter. As well, if all three utilized the shelter then the costs would be shared equally among the three municipalities.

VI. Allocation of Costs

The costs involved in this endeavor are not concrete and cannot be detailed in this agreement. However, without this agreement the costs to shelter anyone at the municipal level would exceed the costs for the three communities combined (per municipality). Items required for any / all shelter purposes both before, during or after a disaster would include but not be limited to: Food, Cots, Blankets, Pillows, Personal Hygiene kits, Water, Emergency Backup Power, Transportation, Communications, etc. To the best of their abilities, the three municipalities would allocate costs for shelter services as evenly as possible.

VII. Points of Contact (POC)

For City of Northfield Office of Emergency Management

Point of Contact (POC) Timothy Joo, Coordinator

Office Address 1600 Shore Road

City, State and Zip Northfield NJ 08225

609-517-8879 cell

tjoo@cityofnorthfield.org

For City of Linwood Office of Emergency Management

Point of Contact (POC) Darren Matik, Coordinator

Office Address 400 Poplar Ave

City, State and Zip Linwood NJ 08221

609-703-1544 cell

dmatic@linwoodcity.org

For City of Somers Point Office of Emergency Management

Point of Contact (POC) Phil Gaffney, Coordinator
Office Address 1 W New Jersey Ave
City, State and Zip Somers Point NJ 08244
609-287-2122 cell
capt076@comcast.net

Linwood Community Church
Point of Contact (POC) Tim Vamosi, Pastor
Office Address 1838 Shore Road
City, State and Zip Linwood NJ 08221
609-515-3643 cell
timvamosi@gmail.com

APPROVED

The undersigned parties bind themselves to the faithful performance of this MOA.

City of Northfield	_____	_____
	Mayor, Erland Chau	Date
	_____	_____
	OEM Coordinator, Timothy Joo	Date
City of Linwood	_____	_____
	Mayor, Rick DePamphilis	Date
	_____	_____
	OEM Coordinator, Darren Matik	Date
City of Somers Point	_____	_____
	Mayor, John L. Glasser, Jr.	Date
	_____	_____
	OEM Coordinator, Phil Gaffney	Date
Linwood Community Church	_____	_____
	Pastor, Tim Vamosi	Date
	_____	_____
	Don Walls, Trustee Chairperson	Date

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 170-2016**

**APPROVAL OF SPECIFICATIONS AND AUTHORIZATION TO
PROCEED WITH ADVERTISEMENT FOR BIDS FOR THE PURCHASE
OF A PORTABLE GENERATOR FOR THE OFFICE OF EMERGENCY
MANAGEMENT**

WHEREAS, specifications for the purchase of a portable, trailer mounted generator have been submitted by Northfield Emergency Management Coordinator Tim Joo, for review and approval by the Council of the City of Northfield; and

WHEREAS, the Council of the City of Northfield is desirous of approving said specifications and authorizing the Municipal Clerk to proceed with public advertisement for bids; and

WHEREAS, funds are available for this purpose.

BE IT RESOLVED, by the Council of the City of Northfield, Atlantic County, New Jersey that the aforesaid specifications for the purchase of a portable trailer mounted generator are hereby approved and the Municipal Clerk is authorized to proceed with public advertisement for bids.

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 13th day of September, 2016.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 171-2016**

**A RESOLUTION TO AFFIRM THE CITY OF NORTHFIELD'S CIVIL
RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES,
EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTEERS,
INDEPENDENT CONTRACTORS, AND MEMBERS OF THE PUBLIC
THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES,
OFFICIALS AND VOLUNTEERS**

WHEREAS, it is the policy of the City of Northfield to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act, and

WHEREAS, the governing body of the City of Northfield has determined that certain procedures need to be established to accomplish this policy

NOW, THEREFORE BE IT ADOPTED by the Council of the City of Northfield that:

Section 1: No official, employee, appointee or volunteer of the City of Northfield by whatever title known, or any entity that is in any way a part of the City of Northfield shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person's constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the City of Northfield's business or using the facilities or property of the City of Northfield.

Section 2: The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the City of Northfield to provide services that otherwise could be performed by the City of Northfield.

Section 3: Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

Section 4: The Mayor shall establish written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

Section 5: No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that

any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

Section 6: The Mayor shall establish written procedures that require all officials, employees, appointees and volunteers of the City of Northfield as well as all other entities subject to this resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

Section 7: The Mayor shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.

Section 8: At least annually, the Mayor shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the City of Northfield. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the City of Northfield's web site.

Section 9: This resolution shall take effect immediately.

Section 10: A copy of this resolution shall be published in the official newspaper of the City of Northfield in order for the public to be made aware of this policy and the City of Northfield's commitment to the implementation and enforcement of this policy.

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 13th day of September, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of September, 2016.

Mary Canesi, RMC, Municipal Clerk

Erland V.L. Chau, Mayor

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 172-2016**

**RESOLUTION TO APPROVE USE OF FACILITIES APPLICATION AND
WAIVE INSURANCE PROVISION REQUIREMENTS FOR THE 2016
NORTHFIELD MOTHERS' LEAGUE HALLOWEEN PARADE**

WHEREAS the Northfield Mothers' League is a 501(c)3 organization organized for the benefit of families residing in the City of Northfield, and, since 1932, has organized and presented events throughout the City of Northfield; and

WHEREAS, the Northfield Mothers' League has properly submitted to the City of Northfield a Use of Facilities Application for the purpose of holding a community Halloween Parade on Sunday, October 23, 2016, at the girls' softball field at Birch Grove Park; and

WHEREAS, the proceeds from the Halloween Parade will be entirely dedicated to benefitting Northfield families in need, in accordance with the By-Laws of the Northfield Mothers' League; and

WHEREAS, the President of Northfield Little League has advised that the girls softball field is available; and

WHEREAS, the Northfield Mothers' League has requested for several reasons including but not limited to cost, the well-being of the residents of the City of Northfield, the level of risk and general necessity, that the City Council waive the requirement that the Northfield Mothers' League provide evidence of general liability insurance for its use of the girls softball field on Sunday, October 23, 2016, for the Halloween Parade event.

WHEREAS, the Council for the City of Northfield has considered the insurance requirement in relation to the Northfield Mother's League Halloween Parade and has agreed, subject to the Northfield Mother's League executing a hold harmless agreement acceptable to the City of Northfield, for reasons including cost, the advancement of the social and civic well-being of the residents of the City of Northfield, the level of risk and general necessity, to waive the typical requirement that the performers in the Northfield Mother's League provide evidence of general liability insurance;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that the liability insurance requirement be conditionally waived for the Northfield Mothers' League on Sunday, October 23, 2016, for a Halloween Parade. Prior to the Parade, the Northfield Mothers' League shall execute a hold harmless agreement acceptable to the City of Northfield. This waiver is specifically limited to the Northfield Mothers' League 2016 Halloween Parade and shall not extend to any other user of any facility in the City of Northfield unless otherwise authorized by Resolution of the City Council of the City of Northfield. This waiver is also specifically limited to the requirement regarding the provision of insurance and shall not extend to any other requirement of the City of Northfield which are unaffected by this Resolution

BE IT FURTHER RESOLVED, that the Governing Body of the City of Northfield hereby approves the Application for Use of Facilities presented by the Northfield Mothers' League, subject to the full execution of the Use of Facilities Agreement, and compliance with the balance of the terms and conditions, the terms and conditions of the current Use of Facilities Guidelines and the representations made in the subject Applications for Use of Facilities.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the City Council of Northfield, held this 23rd day of September, 2016.

Mary Canesi, RMC, Municipal Clerk