

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
MARCH 12, 2013**

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: Carew, Dewees, O'Neill, Perri, Polistina, Travagline, Brown

APPROVAL OF MINUTES – February 13, 2013; February 19, 2013; March 5, 2013

COMMITTEE REPORTS

MAYOR'S REPORT

CITY ENGINEER'S REPORT

RESOLUTIONS

- 60-2013** A Resolution for the Cancellation of Grant Fund Receivables and Appropriation Reserves
- 61-2013** Release of Escrow Monies by the Planning Board
- 62-2013** Authorize the Hiring of Joseph Ashner as Part Time Maintenance Worker for Birch Grove Park
- 63-2013** Increasing Change Fund for Birch Grove Park
- 64-2013** To Rescind Petty Cash Fund
- 65-2013** NJ Safe and Secure Communities Program Grant Application – Two (2) Police Positions - \$60,000
- 66-2013** Refund of Raffle License Fee to the Charity League
- 67-2013** Request to the County of Atlantic to Use County Roads for Parades and Other Functions
- 68-2013** Refund of Overpayment of Taxes
- 69-2013** To Hire a Laborer in the Public Works Department
- 70-2013** To Change Employment Status from Part Time to Seasonal for Birch Grove Park Maintenance Worker
- 71-2013** Authorizing Rider to Shared Services Agreement with the Atlantic County Utilities Authority for Solid Waste Collection Services
- 72-2013** To Hire a Temporary Mechanic
- 73-2013** 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. 10:4-12B(4), Regarding Contract Negotiations with United Workers' Union
- 74-2013** A Resolution Approving an Agreement between the City of Northfield and United Workers' Union Local No. 410 for Supervisory Employees Effective January 1, 2013 through December 31, 2015
- 75-2013** A Resolution Approving an Agreement between the City of Northfield and United Workers' Union Local No. 420 for Blue Collar Employees Effective January 1, 2013 through December 31, 2015

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
MARCH 12, 2013**

- 76-2013** A Resolution Approving an Agreement between the City of Northfield and United Workers' Union Local No. 430 for Supervisory Employees Effective January 1, 2013 through December 31, 2015

ORDINANCES

- 1-2013** Calendar Year 2013 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14)
Introduction/No Public Input/Published in the Press of AC 3/16/2013
2nd Reading/Public Hearing/Final Adoption 4/9/2013
- 2-2013** An Ordinance Amending Section 111 of the City of Northfield Code Entitled Vehicles and Traffic
Introduction/No Public Input/Published in the Press of AC 3/16/2013
2nd Reading/Public Hearing/Final Adoption 4/9/2013
- 3-2013** An Ordinance Amending Section 350 of the City of Northfield Code Entitled Towing
Introduction/No Public Input/Published in the Press of AC 3/16/2013
2nd Reading/Public Hearing/Final Adoption 4/9/2013

PAYMENT OF BILLS \$1,896,931.43

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

MEETING NOTICES

| | | |
|------------------------------|------------------------|---------------------------------------|
| City Council Budget Workshop | March 28 th | 4:00pm |
| City Council | April 9 th | 6:00pm Work Session |
| | | Regular Session Immediately Following |

ADJOURNMENT

RESOLUTION NO. 60-2013

**A RESOLUTION FOR THE CANCELLATION OF
GRANT FUND RECEIVABLES AND APPROPRIATION RESERVES**

WHEREAS, certain Grant balances remain on the City's balance, and it has been determined that they are no longer required; and

WHEREAS, it is necessary to formally cancel said balances.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield, County of Atlantic that the following unexpended appropriation and receivable balances of the Grant Fund be cancelled:

| Grant | Receivable | Appropriation |
|--------------------------------|--------------------|----------------------|
| Drive Sober Or Get Pulled Over | \$ 800.00 | \$ 800.00 |
| Over the Limit Under Arrest | \$ 4,400.00 | \$ 4,400.00 |
| CDBG | <u>\$ 4,501.00</u> | <u>\$ 4,501.00</u> |
| | \$ 9,701.00 | \$ 9,701.00 |

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 March, 2013.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 61-2013**

RELEASE OF ESCROW MONIES FROM THE PLANNING BOARD

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

| <u>BLOCK</u> | <u>LOT(s)</u> | <u>PROPERTY</u> | <u>PAYABLE/MAIL TO</u> | <u>AMOUNT</u> |
|--------------|---------------|-----------------|---|---------------|
| 1.02 | 38 | 103 Julie Drive | Wayne and Susan Palaia 103 Julie Drive Northfield, NJ 08225 | \$ 65.50 |
| 78 | 14 | 2605 Shore Road | T-Mobile Northeast, LLC 400 Street Road Bensalem, PA 19020 | \$ 709.00 |

Robin Atlas, Planning Board Secretary

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 12th day of March, 2013.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 62-2013**

**AUTHORIZE THE HIRING OF JOSEPH ASHNER AS A PART TIME
MAINTENANCE WORKER FOR BIRCH GROVE PARK**

WHEREAS, there is a need to hire a part time Maintenance Worker for Birch Grove Park; and

WHEREAS, having first been satisfied that the applicant has the necessary qualifications required for the position, Vicky Rutter, Birch Grove Park Supervisor, has recommended that Joseph Ashner be hired as part time Maintenance Worker.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that Joseph Ashner is authorized to be hired as part time Maintenance Worker, commencing on March 14, 2013, and subject to understanding and/or completion of the following:

1. Compliance with the Policies and Procedures of the City
2. Probationary period for 90 days from date of hire
3. Not Entitled to Medical, Dental, Vision or other Benefits
4. Not Entitled to Sick, Vacation, or Compensatory time
5. Hours worked on an annual basis shall not exceed an average of 29 hours per week

IT IS FURTHER RESOLVED that compensation for Mr. Ashner shall be \$10.00 per hour. Said wage shall be separately set forth in the Municipal Salary Ordinance as required by NJSA 40A:9-140.10.

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 March, 2013.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 63-2013**

INCREASING CHANGE FUND FOR BIRCH GROVE PARK

WHEREAS, Birch Grove Park utilizes a change fund consisting of two and fifty dollars (\$250.00); and

WHEREAS, said change fund of two hundred and fifty dollars (\$250.00) is not a sufficient amount for everyday transactions; and

WHEREAS, the Birch Grove Park Supervisor and Chief Financial Officer have determined that a change fund of five hundred dollars (\$500.00) would be sufficient.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield that the change fund of utilized for Birch Grove Park be increased to five hundred dollars (\$500.00).

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 March, 2013.

Mary Canesi, RMC, Municipal Clerk

Adopted: March 12, 2013

VINCENT MAZZEO
MAYOR

ATTEST:

MARY CANESI
MUNICIPAL CLERK

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 64-2013**

TO RESCIND PETTY CASH FUND

WHEREAS, it is the desire of the City Council of the City of Northfield, County of Atlantic that the petty cash fund for the Finance Office be rescinded.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield, County of Atlantic herby authorizes such action and two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

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 March, 2013.

Mary Canesi, RMC, Municipal Clerk

Adopted: March 12, 2013

VINCENT MAZZEO
MAYOR

ATTEST:

MARY CANESI
MUNICIPAL CLERK

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 65-2013**

**NJ SAFE AND SECURE COMMUNITIES PROGRAM GRANT
APPLICATION – TWO (2) POLICE POSITIONS - \$60,000.00**

WHEREAS, the City of Northfield, in the County of Atlantic, State of New Jersey wishes to apply for funding a project under the Safe and Secure Communities Program (**Grant No. P-5507-13**); and

WHEREAS, the City of Northfield has reviewed the accompanying application and has approved said request; and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and City of Northfield for the purpose described in the application;

THEREFORE, BE IT RESOLVED by the Mayor and Council that:

- (1) As a matter of public policy, the City of Northfield wishes to participate to the fullest extent possible with the department of Law and Public Safety.
- (2) The Attorney General will receive funds on behalf of the applicant.
- (3) The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
- (4) The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

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 March, 2013.

Mary Canesi, RMC, Municipal Clerk

STATE OF NEW JERSEY



**SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**

PART I

**APPLICATION DOCUMENTS
TO BE COMPLETED
AND RETURNED**



January 2012

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

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PART I

APPLICATION DOCUMENTS TO BE COMPLETED AND RETURNED

Application Checklist

Applicant Information Form

Program Application Narrative (Provided by Applicant)

Project Budget Detail Form

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION CHECK LIST

SUBGRANTEE: City of Northfield

INSTRUCTIONS: **The Application Check List is a guide to file a complete application. Return 1 original (with original signatures) and 1 copy of the completed application.**

APPLICATION:

PART I

- ☐ Applicant Information Form
- ☐ Program Application Narrative (Provided by Applicant)
- ☐ Project Budget Detail Form

PART II

- ☐ Application Authorization (Signed by Mayor and Project Director)
- ☐ General Conditions and Special Conditions (Signed by Mayor)
- ☐ Resolution of Participation and Certification of Recording Officer

NOTE: **ONLY COMPLETE APPLICATIONS CAN BE
PROCESSED. ALL OF THE ABOVE ITEMS MUST BE
SUBMITTED WITH THE APPLICATION.**

Applicant Information Form**Safe and Secure Communities Program**

| | |
|--|----------------------|
| Requested Project Duration Period (when to when): 10-1-12 to 9-30-13 | Grant No.: P-5507-13 |
|--|----------------------|

| | | | |
|--|-----------|-----------------|------------------|
| Municipality: City of Northfield – Northfield Police Department | | | |
| Address: 1600 Shore Rd. | | | |
| City: Northfield | State: NJ | Zip Code: 08225 | County: Atlantic |

| | | | |
|---|------|---|-----------------|
| Name and Title of Chief Executive/Mayor: Hon. Vincent Mazzeo, Mayor | | | |
| Street Address, City, State, Zip Code (if different from above): | | | |
| Telephone: 6096412932 | Ext. | Email: vmazzeo@cityofnorthfield.org | Fax: 6096467175 |

| | | | |
|---|---|-----------------------------------|------------------|
| Police Department: Northfield Police Department | | | |
| Address: 1600 Shore Rd | | | |
| City: Northfield | State NJ | Zip Code: 08225 | County: Atlantic |
| Agency Website: | Start of Fiscal Year: January (i.e., Jan, July, Oct) | Federal ID Number: 21-60000945 | |

| | | | |
|--|----------|---|-----------------|
| Name and Title of Project Director: Chief Robert L. James (co-signer on financial reports) | | | |
| Street Address, City, State, Zip Code (if different from above): 1600 Shore Rd., Northfield, NJ 08225 | | | |
| Telephone: 6096412832 | Ext. 142 | Email: rjames@npsnj.org | Fax: 6096469539 |

| | | | |
|---|----------|---|-----------------|
| Name and Title of Contact Person: Lt. Daniel Mitchell (Person directly responsible for project operations) | | | |
| Street Address, City, State, Zip Code (if different from above): 1600 Shore Rd., Northfield, NJ 08225 | | | |
| Telephone: 6096412832 | Ext. 121 | Email: dmitchell@npsnj.org | Fax: 6096469539 |

| | | | |
|--|----------|---|-----------------|
| Name and Title of Chief Financial Officer: Dawn Stollenwerk (Person who co-signs financial reports) | | | |
| Street Address, City, State, Zip Code (if different from above): 1600 Shore Rd., Northfield, NJ 08225 | | | |
| Telephone: 6096412832 | Ext. 106 | Email: dstollenwerk@cityofnorthfield.org | Fax: 6096467175 |

SAFE AND SECURE COMMUNITIES PROGRAM
PROGRAM APPLICATION NARRATIVE

SUBGRANTEE: City of Northfield

GRANT NUMBER: P-5507-13

PROJECT DURATION: October 1, 2012 to September 30, 2013

Total Number of Sworn Law Enforcement Officers: 22

Number of Officers funded by the grant: 2

Number of Civilians funded by the grant: 0

GOAL OF THE SAFE AND SECURE COMMUNITIES PROGRAM:

The Safe and Secure Communities Program is designed to provide municipalities with funding for additional law enforcement personnel to address crime in a focused community-oriented manner.

1. To what specific target areas and/or specific assignments will the Safe and Secure funded officers be assigned:

As a residential community, the City of Northfield, through the Northfield Police Department, has identified a problem with juvenile offenses/offenders, especially in recreation areas. The additional manpower offenders, especially in recreation areas. The additional manpower offered through this grant will allow the Northfield Police Department to increase patrols in these public areas as well as other areas of the city in order to maintain a high level of visibility.

2. List SPECIFIC problems and proposed strategies that the Safe and Secure Communities Grant funded officers will employ to reduce crime:

The monies received through the Safe and Secure Communities grant will be used for two officers, namely Lieutenant Daniel Mitchell and Sergeant Paul Newman. Both officers are assigned to the uniform patrol division. These officers participate in many community projects and events such as Northfield Community Watch, Northfield Municipal Alliance, Drug Abuse Awareness Education (DARE) classes in the elementary school. Moreover, these officers are also part of the planned response to the Northfield Community School in the event of an emergency.

3. (If applicable) To what specific assignments will the Safe and Secure funded civilian personnel be assigned:

STATE OF NEW JERSEY

SAFE AND SECURE COMMUNITIES
GRANT PROGRAM



PART II

APPLICATION DOCUMENTS
TO BE COMPLETED, SIGNED
AND RETURNED

December 2012



**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

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PART II

APPLICATION DOCUMENTS TO BE COMPLETED, SIGNED AND RETURNED

- ✓ Application Authorization
- ✓ General Conditions and Special Conditions
- ✓ Resolution of Participation and Certification of Recording Officer

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION AUTHORIZATION

Authorization of the municipality to submit an application to and enter into an agreement with the Department of Law and Public Safety, Division of Criminal Justice to participate in the State Fiscal Year 2013 Safe and Secure Communities Program

at an estimated total project cost of \$ 60,000.00.

On behalf of the unit of government, the undersigned certifies and agrees that:

1. The Project Director reviewed the contents of the application, it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.
2. The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Grantee's legal counsel as considered appropriate or necessary, and will be responsible for undertaking the programs and activities described in the application.
3. As the duly authorized representative of the Grantee, I ensure that the Grantee will use these grant funds to carry out the project and activities specifically described in the application.
4. As the duly authorized representative of the Grantee, I am responsible for authorizing expenditures and disbursements of grant funds.
5. As the duly authorized representative of the Grantee, I ensure that the Grantee will comply with any and all Federal, State, municipal, statute, regulation, circular, policy or code regarding the use of these funds.
6. All grant funds shall be used exclusively for the purposes specified in the grant award.
7. The Grantee shall not reduce its regular complement of police officers and other law enforcement personnel during the grant period.
8. The Grantee shall pay all fringe benefit expenses and all costs in excess of the grant award.

9. The Grantee will comply with all conditions applicable to grants awarded pursuant the Safe and Secure Communities Act, N.J.S.A. 52:17B-159 et seq. and regulations, N.J.A.C. 13:79-1 et seq.
10. As of the date of this document, the Grantee municipal police department's number of regular, sworn, appointed municipal officers, who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State, is as follows:

22 Police Officers

2

Other Law Enforcement Personnel
(non-police employees who enhance
a project's law enforcement capacity)

This application consists of the following attachments in addition to this form:

1. Applicant Information Form.
2. Program Application Narrative.
3. Budget Detail.
4. General Conditions and Special Conditions.
5. Resolution of Participation and Certification.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment pursuant to N.J.S.A. 2C:28-3.

City of Northfield
Grantee Municipality

Grant # P- 5507-13

Vincent Mazzeo, Mayor
Printed Name
(Mayor, Chief Executive or Village President)


Signature
(Mayor, Chief Executive or Village President)

2/22/2013
Date

Robert L. James, Chief of Police
Printed Name of Project Director


Signature of Project Director

2/21/13
Date

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

GENERAL CONDITIONS

1. The Grantee agrees that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Grantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. The Grantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. The Grantee agrees to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Division of Criminal Justice (DCJ) concerning special requirements of all Federal, State, municipal laws and regulations and Department of Treasury, State Circular Letters (State Circular Letter) generally applicable to the activities in which the grantee is engaged in the performance of this grant. Failure to comply with these laws, regulations and State circulars will be grounds for termination of this grant.
4. The Grantee assures that it will comply, and all of its contractors will comply with the requirements of the State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and State Circular Letters will be grounds for termination of this award.
5. The Grantee agrees that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current plan on file. The Grantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds, the Grantee will forward a copy of the finding to DCJ.
6. The Grantee understands and agrees to comply with State Executive Order No. 34 (March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications,

OMB 93-13-GSA. Grantee will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.

7. The Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. The Grantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
9. The Grantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Grantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding and expending grant funds. The Grantee shall maintain accurate and complete disclosure of financial results of each grant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
10. The Grantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Grantee in accordance with the provisions of the grant throughout the project period subject to such conditions as DCJ may prescribe.
11. As required under the Federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Grantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular Letter Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Grantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Grantee immediately will report to DCJ any changes in its fiscal year.
12. The Grantee agrees that grant funds will be used only for allowable costs as determined according to applicable Federal cost principles specific to the Grantee (e.g., Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to State Circular Letter Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.
13. The Grantee agrees that it will maintain data and information and submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

14. The Grantee agrees to provide information required for any reporting, data collection, and evaluation conducted by L&PS, DCJ and the State of New Jersey.
15. The Grantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via DCJ Grant Adjustment Request Form. Grantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Grantee must be incorporated in written amendments to this grant.
 - c. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to L&PS.
 - d. The Grantee agrees that should circumstances affecting the grant-funded project change it will immediately contact DCJ in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from DCJ via a DCJ Grant Adjustment Request Form.
16. The Grantee agrees that all income earned by the Grantee from grant-supported activities is deemed program income. The Grantee agrees to add program income to funds committed to the program to further eligible program objectives. State Circular Letter Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds. The use of program income must be shown on the detailed cost statements.
17. The Grantee agrees that L&PS and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a grantee purchases ownership with support. The Grantee agrees that L&PS reserves the right to require the Grantee not to publish any work, which right shall not be exercised unreasonably. The Grantee assures that any publication by the Grantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

18. The Grantee agrees to give the New Jersey Attorney General, L&PS and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.
19. Unless otherwise directed by DCJ, State or Federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
20. Grantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
21. The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Grantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ and L&PS. The Grantee may not transfer any rights or obligations under this grant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
22. If applicable, the Grantee agrees that it will deposit advances of State grants in interest bearing accounts.
23. If the Grantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Grantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.

- b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Grantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
24. When the Grantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Grantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet State requirements.
25. The Grantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. L&PS shall notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
26. L&PS and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
27. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Grantee, for any reason whatsoever, including lack of funding available to L&PS. Upon receipt of a notice of termination for convenience, the Grantee shall cease incurring additional obligations of grant funds. However, L&PS shall allow the Grantee to incur all necessary and proper costs which the Grantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
28. The Grantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Grantee:
 - i. Has a history of unsatisfactory performance.
 - ii. Has not filed its quarterly financial reports (Detailed Cost Statements) or Final Grant Narrative in a timely manner.
 - iii. Is not financially stable.
 - iv. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed

according to State Circular Letter, Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.

- v. Has not conformed to terms and conditions of previous awards.
 - vi. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- b. If a Grantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Grantee at any time including:
- i. Issuing payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Requiring additional project monitoring.
 - v. Requiring the Grantee obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - vii. Wholly or partly suspending or terminate the current award for the Grantee's program.
 - viii. Withhold further and future awards for the program.
- c. If L&PS decides to impose such special conditions, L&PS will notify the Grantee as soon as possible, in writing, of:
- i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
29. The Grantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse State grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000. The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from State grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
30. The Grantee understands and agrees that persons performing services in connection with a grant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.
31. The Grantee agrees that it shall be solely responsible for and shall defend, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees

or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

SPECIAL CONDITIONS

1. **Prohibited Use of Funds:** The Grantee certifies that all grant funds will be used exclusively to pay the base salary of police officers and other law enforcement personnel deployed in support of this grant program, N.J.A.C. 13:79-4.1. Grant funds cannot be used to make any overtime payments.
2. **Prohibition of Supplanting:** Funds received from the Safe and Secure Communities Grant Program may not be used to deliberately reduce other funds set aside for the same purpose.
3. **Compliance with Program Laws and Regulations:** Grantee will follow all applicable requirements and procedures as required by the Department of Law and Public Safety (L&PS), the Division of Criminal Justice (DCJ), the State of New Jersey Safe and Secure Communities Grant Program Administration and Funding Guidelines, and as outlined in the notification, award, and other letters sent to the Grantee. Grantee also agrees to follow all applicable requirements and procedures as required by the State of New Jersey Safe and Secure Communities Program statute N.J.S.A. 52:17B-159 et seq. and regulations N.J.A.C. 13:79-1.1 et seq.
4. **Baseline Regular Complement:** The Grantee agrees that its baseline regular complement of police officers (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) is based on its police department's number of regular, sworn, appointed municipal officers who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State.
5. **Maintaining Full Complement of Officers:** The Safe and Secure Communities Program legislation, N.J.S.A. 52:17B-164a and regulation N.J.A.C. 13:79-4.1, requires as a condition of the grant award, that the Grantee shall agree that it shall not reduce its baseline regular complement of police officers and other law enforcement personnel (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) during any grant period. A reduction of complement of officers below full complement (those added with grant funds) will result in a proportionately reduced or total loss of grant award.

Grant # P P-5507-13

Budget Detail Form

| COST ELEMENT | | State Share | Local Match | Project Total |
|--|-------------|----------------|----------------|------------------|
| A. Salaries and Wages | | | | |
| Rank and Name of Each Grant Funded Person | | | | |
| List the names and salaries of personnel assigned to the grant: | | | | |
| 1) Lt. Daniel T. Mitchell | \$98,977.50 | \$60,000.00 | \$130,414.16 | \$190,414.16 |
| 2) Sgt Paul S. Newman | \$91,436.66 | | | |
| Sub-Total Salaries and Wages | | \$60,000.00 | \$130,414.16 | \$190,414.16 |
| A-1. Fringe Benefits | | | | |
| | | 0 | \$6,635.84 | \$6,635.84 |
| Total Salaries & Fringe Benefits | | \$60,000.00 | \$137,050.00 | \$197,050.00 |

6. **Match Requirement:** The Grantee agrees to pay as matching costs all fringe benefits (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), other related costs, and any project expenses in excess of the grant award. The Grantee will also agree to satisfy any State requirement on matching and cost sharing.
7. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 1. Therefore, the State award and the required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.
8. **Time and Attendance Records:** Grantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the employee and supervisor.
9. **Financial and Performance Reporting:** The Grantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Grantee also agrees to file a timely Final DCS and Final Grant Narrative Report within fifteen (15) days after the end date of the grant period. The Final Grant Narrative Report should describe accomplishments and activities that took place during the grant period. *The Grantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Grantee's award. L&PS may, at its discretion, terminate this or any other Safe and Secure grant awards for delinquent reporting.*
10. **Availability of Grant Funds:** The Grantee understands that annual funding for the Safe and Secure Communities Program is uncertain and that funding for each year's grant depends on the continued collection of sufficient program revenue. The Grantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire State award.

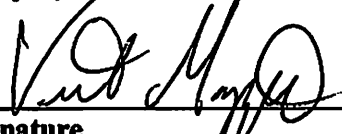
CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable Federal and State laws, regulations, and guidelines.

City of Northfield
Grantee Municipality

Grant # P- 5507-13

Vincent Mazzeo, Mayor
Printed Name
(Mayor, Chief Executive or Village President)


Signature
(Mayor, Chief Executive or Village President)

2-22-2013
Date

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

RESOLUTION OF PARTICIPATION

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY SAFE AND SECURE COMMUNITIES PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

WHEREAS, the City of Northfield wishes to apply
Applicant's Unit of Government

for funding for a project under the Safe and Secure Communities Program, and

WHEREAS, the Mayor and Council has reviewed the
Applicant's Governing Body

accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public
Safety and the Northfield Police Department for the purpose described
Applicant's Unit of Government

in the application;

THEREFORE, BE IT RESOLVED by the Mayor and Council that
Applicant's Governing Body

1. As a matter of public policy the City of Northfield wishes to
Applicant's Unit of Government

participate to the fullest extent possible with the Department of Law and Public Safety.

2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the _____ held on the _____ day of _____, 20____ and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 20____

SEAL

Signature of Certifying Officer

Title of Certifying Officer

Name of Certifying Officer

Grant # P-_____

**RESOLUTION - GRANT APPLICATION – NJ SAFE AND SECURE
COMMUNITIES PROGRAM – TWO (2) POLICE POSITIONS - \$60,000.00**

WHEREAS, the City of Northfield, in the County of Atlantic, State of New Jersey wishes to apply for funding a project under the Safe and Secure Communities Program (Grant No. P-5507-13); and

WHEREAS, the City of Northfield has reviewed the accompanying application and has approved said request; and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and City of Northfield for the purpose described in the application;

THEREFORE, BE IT RESOLVED by the Mayor and Council that:

- (1) As a matter of public policy, the City of Northfield wishes to participate to the fullest extent possible with the department of Law and Public Safety.
- (2) The Attorney General will receive funds on behalf of the applicant.
- (3) The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
- (4) The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

I HEREBY CERTIFY THAT THE FOREGOING IS A
TRUE COPY OF A RESOLUTION ADOPTED BY
THE TOWNSHIP COUNCIL OF THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC
AND
STATE OF NEW JERSEY AT A REGULAR MEETING
HELD ON

MARY CANESI, TOWNSHIP CLERK

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 66-2013**

REFUND OF RAFFLE LICENSE FEE TO THE CHARITY LEAGUE

WHEREAS, on December 12, 2012, Mary Canesi, Municipal Clerk, did approve the issuance of raffle license RA13-2012 to The Charity League; and

WHEREAS, the \$20.00 municipal license fee was paid by The Charity League and deposited in the City's accounts on November 16, 2012; and

WHEREAS, the raffle has been canceled; and

WHEREAS, The Charity League has requested a refund of the \$20.00 fee.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Governing Body of the City of Northfield authorizes the refund of the \$20.00 raffle license application fee to The Charity League, c/o Sandra Perskie, President, 6 South Union Avenue, Margate, New Jersey, 08402.

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 day of March, 2013.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 67-2013**

**REQUEST TO THE COUNTY OF ATLANTIC TO USE COUNTY ROADS
FOR PARADES AND OTHER FUNCTIONS**

WHEREAS, the City has a desire to use County Roads for parades and other functions on a limited basis; and

WHEREAS, the City of Northfield has the following requests to be made to the County:

Memorial Day Parade – May 27, 2013

Close Shore Road from Dolphin Avenue to
Tilton Road (9:30 a.m. to 10:30 a.m.)

**Independence Day Parade and Race – July 4, 2013
*Rain Date – July 6, 2013***

Close Shore Road from Dolphin Avenue
Tilton Road (9:00 a.m. to 11:15 a.m.)

Close Shore Road from Dolphin Avenue to Mill Road,
and Mill Road from Shore Road to Oak Avenue
(10:30 a.m. to 11:30 a.m.)

NOW THEREFORE, BE IT RESOLVED, that the Insurance Certificate and Indemnification Agreement are attached as requested by the County.

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 March, 2013.

Mary Canesi, RMC, Municipal Clerk

RESOLUTION NO. 68-2013

REFUND OF OVERPAYMENT OF TAXES

BE IT RESOLVED by the Council of the City of Northfield, County of Atlantic, State of New Jersey, that a refund due to a double payment being made is granted.

| <u>BLK</u> | <u>LOT</u> | <u>PROPERTY ADDRESS</u> | <u>REFUND TO:</u> | <u>AMT</u> |
|-------------------|-------------------|------------------------------------|--|-------------------|
| 40 | 18.27 | 2 Joseph Court | Sean and Annette Hughes 1202 Old Janal Ranch Road Chula Vista, Ca. 91915 | \$2344.86 |

Cindy Ruffo, CTC

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 March, 2013.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 69-2013**

TO HIRE A LABORER IN THE PUBLIC WORKS DEPARTMENT

WHEREAS, the need exists to fill the position of Laborer in the Public Works Department; and

WHEREAS, having first been satisfied that the applicant has the necessary qualifications required for the position, Department of Public Works Manager Jim Clark has recommended that Joseph Libertore be hired as Laborer.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that Joseph Libertore was authorized to be hired as Laborer, effective March 11, 2013, and subject to understanding and completion of the following:

1. Compliance with the Policies and Procedures of the City
2. Satisfactory results of Physical Examination
3. Probation period 90 days from date of hire
4. Longevity not included in negotiations since May 1996
5. Satisfactory driving record
6. Qualify for CDL License
7. Not Entitled to Chapter 88

IT IS FURTHER RESOLVED by the Council of the City of Northfield that the hiring of Joseph Libertore is hereby confirmed and ratified.

IT IS FURTHER RESOLVED that compensation for Joseph Libertore shall be based on an annual salary of \$23,500. Said salary shall be separately set forth in the Municipal Salary Ordinance as required by NJSA 40A:9-140.10.

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 March, 2013.

Mary Canesi, RMC, Municipal Clerk

RESOLUTION NO. 70-2013

**TO CHANGE EMPLOYMENT STATUS FROM PART TIME TO
SEASONAL FOR BIRCH GROVE PARK MAINTENANCE WORKER**

WHEREAS, there exists the need to fill a vacant position for Seasonal Maintenance Worker at Birch Grove Park; and

WHEREAS, Jerry Slotterback, who is currently employed as a Part Time Maintenance Worker at Birch Grove Park has requested that his employment status be changed to Seasonal to reduce the number of hours he will work on an annual basis; and

WHEREAS, it is the recommendation of the Park Supervisor and Council Chair that the Mr. Slotterback's request be honored; and

WHEREAS, in accordance with the City of Northfield's Personnel Policies and Procedures, seasonal employees are ineligible for benefits; and

THEREFORE BE IT RESOLVED, by the Council of the City of Northfield, that Jerry Slotterback become a Seasonal employee of the City of Northfield effective May 1, 2013.

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 March, 2013.

Mary Canesi, RMC, Municipal Clerk

RIDER TO THE SHARED SERVICES AGREEMENT
DATED MARCH 15, 2012 BETWEEN
THE CITY OF NORTHFIELD
AND
THE ATLANTIC COUNTY UTILITIES AUTHORITY

This Rider, made as of this 21st day of February, 2013 between the City of Northfield (hereafter, the **CITY**), and the Atlantic County Utilities Authority (hereafter, the **AUTHORITY**) to an agreement between them as of March 15, 2012 (the **AGREEMENT**), with respect to collection of recycling and yard waste is amended as follows:

1. Paragraph 4 shall be amended as follows: The **AUTHORITY** shall provide all labor and equipment necessary to perform yard waste collection services. These collections will be performed on Saturday (zone 1) and Monday (zone 2) of each collection week. Collection weeks will be mutually agreed upon by each party annually. If the collection day falls on a national (Federal) holiday, the collections will be performed as scheduled with the exception of Thanksgiving, Christmas, and New Year's Day. Effective March 1, 2013, the **CITY** will pay \$3,016.00 per weekly collection for this service in addition to the prevailing tip fee.

2. All provisions of the **AGREEMENT** which are not expressly modified in this Rider shall remain in full force and effect.

ATTEST:

CITY OF NORTHFIELD

Dated: _____

Dated: _____

ATTEST:

ATLANTIC COUNTY UTILITIES
AUTHORITY

Brian G. Lefke, Vice-President/SW
And Board Secretary

Richard S. Dovey, President

Dated: _____

Dated: _____

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 71-2013**

**AUTHORIZING THE EXECUTION OF A RIDER TO A SHARED
SERVICES AGREEMENT WITH THE ATLANTIC COUNTY UTILITIES
AUTHORITY FOR RECYCLING AND YARD WASTE COLLECTION
SERVICES IN THE CITY OF NORTHFIELD**

WHEREAS, a Shared Services Agreement was authorized by the City Council of the City of Northfield by Resolution 38-2012 for recycling and yard waste collection; and

WHEREAS, the City of Northfield and the Atlantic County Utilities Authority wish to amend said Agreement.

THEREFORE, BE IT RESOLVED, by the Council of the City of Northfield as follows:

1. Paragraph 4 shall be amended as follows:

The **AUTHORITY** shall provide all labor and equipment necessary to perform yard waste collection services. These collections will be performed on Saturday (zone 1) and Monday (zone 2) of each collection week. Collection weeks will be mutually agreed upon by each party annually. If the collection day falls on a national (Federal) holiday, the collections will be performed as scheduled with the exception of Thanksgiving, Christmas, and New Year's Day. Effective March 1, 2013, the **CITY** will pay \$3,016.00 per weekly collection for this service in addition to the prevailing tip fee.

2. All provisions of the Agreement which are not expressly modified in this Rider shall remain in full force and effect.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized and directed to execute the Rider to the Shared Services Agreement, incorporated here as Exhibit A, with the Atlantic County Utilities Authority.

BE IT FURTHER RESOLVED, that this Resolution is contingent upon Certification of Availability of Funds by the Chief Financial Officer.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 12th day of March, 2013.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 72-2013**

TO HIRE A TEMPORARY MECHANIC

WHEREAS, the need exists within the City of Northfield to hire a temporary mechanic to perform maintenance and mechanical work on the vehicles and equipment owned by the City of Northfield; and

WHEREAS, Robert C. Blaine submitted an application and was interviewed by Qwin Vitale, Public Works Assistant Supervisor, and Greg Dewees, Public Works City Council Chairperson; and

WHEREAS, it is the recommendation Qwin Vitale, Public Works Assistant Supervisor, and Greg Dewees, Public Works City Council Chairperson the Robert C. Blaine be hired for the position.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Northfield that the hiring of Robert C. Blaine effective March 14, 2013 is hereby approved.

BE IT FURTHER RESOLVED, that compensation for Robert C. Blaine shall be \$17.00 per hour, and shall not exceed 35 hours per week.

BE IT FURTHER RESOLVED, that Robert C. Blaine's temporary assignment shall end no later than 6 months from his date of hire, or within 60 days of the return of the City's regular mechanic to full duty, whichever comes first.

BE IT FURTHER RESOLVED, that in accordance with the City of Northfield's Personnel Policies and Procedures, as a temporary employee, Mr. Blaine shall not be entitled to health benefits, sick time, or vacation time.

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 March 2013.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 73-2013**

**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. 10:4-12b(4), REGARDING CONTRACT NEGOTIATIONS
WITH UNITED WORKERS' UNION**

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

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

WHEREAS, it is necessary for the City Council of the City of Northfield to discuss in a session not open to the public certain matters relating to items authorized by NJSA 10:4-12b(4), specifically, the contract negotiations for collective bargaining agreements with the United Workers' Union.

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 special meeting of the City Council of Northfield, held this 12th day of March, 2013.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 74-2013**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF NORTHFIELD AND UNITED WORKERS' UNION
LOCAL NO. 410 FOR SUPERVISORY EMPLOYEES EFFECTIVE
JANUARY 1, 2013 THROUGH DECEMBER 31, 2015**

WHEREAS, the existing Agreement between the City of Northfield, Atlantic County, New Jersey and United Workers' Union Local No. 410 for Supervisory Employees expired December 31, 2012; and

WHEREAS, negotiations have been ongoing with respect to a new Contract;
and

WHEREAS, the parties have agreed to the terms and conditions of an Agreement to be effective January 1, 2013 through December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northfield, County of Atlantic and State of New Jersey, that the terms and conditions of an Agreement with the United Workers' Union Local No. 410 for Supervisory Employees, effective January 1, 2013, through December 31, 2015, are hereby adopted, a copy of said Agreement being attached to this Resolution.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the said Agreement on behalf of the City of Northfield.

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 March, 2013.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 75-2013**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF NORTHFIELD AND UNITED WORKERS' UNION
LOCAL NO. 420 FOR BLUE COLLAR EMPLOYEES EFFECTIVE
JANUARY 1, 2013 THROUGH DECEMBER 31, 2015**

WHEREAS, the existing Agreement between the City of Northfield, Atlantic County, New Jersey and United Workers' Union Local No. 420 for Blue Collar Employees expired December 31, 2012; and

WHEREAS, negotiations have been ongoing with respect to a new Contract;
and

WHEREAS, the parties have agreed to the terms and conditions of an Agreement to be effective January 1, 2013 through December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northfield, County of Atlantic and State of New Jersey, that the terms and conditions of an Agreement with the United Workers' Union Local No. 420 for Blue Collar Employees, effective January 1, 2013, through December 31, 2015, are hereby adopted, a copy of said Agreement being attached to this Resolution.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the said Agreement on behalf of the City of Northfield.

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 March, 2013.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 76-2013**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF NORTHFIELD AND UNITED WORKERS' UNION
LOCAL NO. 430 FOR WHITE COLLAR EMPLOYEES EFFECTIVE
JANUARY 1, 2013 THROUGH DECEMBER 31, 2015**

WHEREAS, the existing Agreement between the City of Northfield, Atlantic County, New Jersey and United Workers' Union Local No. 430 for White Collar Employees expired December 31, 2012; and

WHEREAS, negotiations have been ongoing with respect to a new Contract;
and

WHEREAS, the parties have agreed to the terms and conditions of an Agreement to be effective January 1, 2013 through December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northfield, County of Atlantic and State of New Jersey, that the terms and conditions of an Agreement with the United Workers' Union Local No. 430 for White Collar Employees, effective January 1, 2013, through December 31, 2015, are hereby adopted, a copy of said Agreement being attached to this Resolution.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the said Agreement on behalf of the City of Northfield.

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 March, 2013.

Mary Canesi, RMC, Municipal Clerk