

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA  
MAY 29, 2018**

**MEETING CALLED TO ORDER** by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231, in the Press of Atlantic City on January 13, 2018.

**FLAG SALUTE**

**ROLL CALL OF COUNCIL MEMBERS:**

Korngut, Lischin, Murray, O'Neill, Perri, Travagline, Dewees

**APPROVAL OF MINUTES** – May 15, 2018

**PRESENTATION BY MAYOR CHAU:**

**AMERICAN HEART ASSOCIATION LIFE SAVING AWARDS**

- Patrolman James Evans
- Patrolman Herbert Kreuz
- Patrolman Peter Czaplinski

**COMMITTEE REPORTS**

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

**Councilman O'Neill** - Inspections, Code Enforcement, Housing/Zoning, Court/Violations, Chamber of Commerce, Little League/Babe Ruth, Traffic Safety, Green Team Advisory Board

**Councilwoman Korngut** – Library, Municipal Alliance, Economic Development, Shared Services

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

**Councilman Lischin** – Fire Department/EMS, Technology/MRHS Channel 2, Cultural Committee, Green Team Advisory

**Councilman Travagline** – Insurance and Safety, Northfield School, FAN; Shared Services

**Council President Dewees** - Buildings/Grounds, Athletic Fields, Bike Path, Veterans' Park, 1<sup>st</sup> Street Playground, Birch Grove, Public Works, Roads, Engineering

**MAYOR'S REPORT**

**CITY ENGINEER'S REPORT**

**PUBLIC SESSION/FIVE MINUTES PER SPEAKER**

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA  
MAY 29, 2018**

**RESOLUTIONS**

- 115-2018** Authorizing Release of Performance Guarantees and Posting of Maintenance Guarantee Block 49, Lots 11-18
- 116-2018** A Resolution of the Common Council of the City of Northfield Adopting the Form of the New Jersey Tort Claims Act Questionnaire Required to be Utilized by Claimants for the Filing of Notices of Tort Claim Against the City of Northfield in Accordance with the Provisions of the New Jersey Tort Claims Act, *N.J.S.A. 59:8-6* and Designating Qual-Lynx as the Agent for the City of Northfield to Provide the Questionnaire to All of the Claimants and to Receive the Completed Questionnaire from the Claimants
- 117-2018** Authorizing Refunds of Overpayment of Taxes
- 118-2018** Governing Body Certification of the Annual Audit
- 119-2018** To Authorize Liquor License Renewal for the Year 2018-2018 – Ventura’s
- 120-2018** To Authorize Liquor License Renewal for the Year 2018-2018 – Bootleggers
- 121-2018** Authorization for Amendment to Negotiated Settlement
- 122-2018** A Resolution Authorizing the Chief Financial Officer to Execute a Contract with an Approved State Contract Vendor Pursuant to *N.J.S.A. 40A:11-12a*

**ORDINANCE**

- 4-2018** An Ordinance to Establish Claims and Purchasing Procedures  
*Introduction / No Public Input / Published in the Press of AC June 2, 2018*  
*2<sup>nd</sup> Reading / Public Hearing / Final Consideration June 19, 2018*

**PAYMENT OF BILLS** \$ 1,002,484.70

**MEETING NOTICES**

Primary Election	June 5, 2018	6am-8pm Northfield Community School
City Council	June 19, 2018	6pm Work Session Regular Session immediately following

**ADJOURNMENT**

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 115-2018**

**AUTHORIZING RELEASE OF PERFORMANCE GUARANTEES AND  
POSTING OF MAINTENANCE GUARANTEE BLOCK 49, LOTS 11-18**

**WHEREAS** the owner of Block 49, Lots 11 – 18, has requested that their Performance Bond and cash Performance Guarantee be released; and

**WHEREAS**, the Municipal Planning Board Engineer has inspected the improvements and has found that project is complete and was done in substantial compliance with the requirements of the approved site plan; and

**WHEREAS**, the Municipal Planning Board Engineer's recommendation is to release the Performance Guarantees, posted in the form of a Surety Bond in the amount of \$97,770.60 and \$20,007.00 in cash, after the posting of a 2-year Maintenance Guarantee in the amount of \$3,750.00; and

**WHEREAS**, it is the desire of the owner of Block 49, Lots 11-18 to satisfy the 2-year Maintenance Guarantee in the amount of \$3,750.00 by reducing the amount of his cash refund by \$3,750.00, with an amended refund due to the owner in the amount of \$16,257.00.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Common Council of the City of Northfield that Performance Guarantee, posted in the form of a Surety Bond in the amount of \$97,770.60 be released, and that the remaining \$16,257.00 cash guarantee be returned to BF Mazzeo Fruits and Produce, PO Box 179, 601 New Road, Northfield, NJ 08225.

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 Common Council of the City of Northfield, held this 29<sup>th</sup> day of May 2018.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 116-2018**

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NORTHFIELD ADOPTING THE FORM OF THE NEW JERSEY TORT CLAIMS ACT QUESTIONNAIRE REQUIRED TO BE UTILIZED BY CLAIMANTS FOR THE FILING OF NOTICES OF TORT CLAIM AGAINST THE CITY OF NORTHFIELD IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY TORT CLAIMS ACT, *N.J.S.A. 59:8-6* AND DESIGNATING QUAL-LYNX AS THE AGENT FOR THE CITY OF NORTHFIELD TO PROVIDE THE QUESTIONNAIRE TO ALL OF THE CLAIMANTS AND TO RECEIVE THE COMPLETED QUESTIONNAIRE FROM THE CLAIMANTS.**

**WHEREAS**, the New Jersey Tort Claims Act, specifically *N.J.S.A. 59:8-6*, provides that a public entity may adopt a form specifying information to be contained in claims filed against a public entity or its employee under the New Jersey Tort Claims Act; and

**WHEREAS**, the City of Northfield is a public entity as defined in New Jersey Claims Act; and

**WHEREAS**, the City of Northfield has determined that it is advisable, necessary and in the public interest to adopt a form Tort Claims Act Questionnaire in the form attached hereto and made a part of this Resolution; and

**WHEREAS**, the City of Northfield has determined that it is in their best interest to designate the Claims Administrator for the Atlantic County Municipal Joint Insurance Fund (ACMJIF), Qual-Lynx, as their agent to provide the Tort Claims Act Questionnaire to all of the Claimants and to receive the completed Questionnaire from the Claimants.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Northfield, assembled at a public session on this 29<sup>th</sup> day of May, 2018, that the attached form of Tort Claims Act Questionnaire be and it is hereby adopted as the official Tort Claim Act Questionnaire in accordance with *N.J.S.A. 59:8-6* for the City of Northfield; and

**BE IT FURTHER RESOLVED**, that all persons making claims against the City of Northfield, in accordance with the New Jersey Tort Claims Act, *N.J.S.A. 59:8-1, et seq.*, shall be required to complete the Questionnaire which is attached as a condition of compliance with the notice requirements of the New Jersey Tort Claims Act.

**BE IT FURTHER RESOLVED**, that Qual-Lynx, the Claims Administrator for the Atlantic County Municipal Joint Insurance Fund (ACMJIF) be and they are hereby designated as the agent for the City of Northfield to provide the Tort Claims Act Questionnaire to all Claimants and to receive the completed Questionnaire from the Claimants.

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 29th day of May 2018.

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Mary Canesi, RMC, Municipal Clerk

**RESOLUTION NO. 116-2018, ATTACHMENT**

**CITY OF NORTHFIELD, NJ**

**C/O QUAL-LYNX  
100 Decadon Drive  
Egg Harbor Township, New Jersey 08234**

**TORT CLAIMS ACT QUESTIONNAIRE**

**CLAIMANT INFORMATION**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
\_\_\_\_\_ SSN: \_\_\_\_\_  
Email: \_\_\_\_\_

**ATTORNEY INFORMATION (if applicable)**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ FAX: \_\_\_\_\_  
\_\_\_\_\_ File No.: \_\_\_\_\_  
Email: \_\_\_\_\_

**Send Notices to: \_\_\_\_\_ Claimant \_\_\_\_\_ Attorney**

**GENERAL INSTRUCTIONS:** Pursuant to the provisions of the New Jersey Tort Claims Act, this Tort Claims Act Questionnaire has been adopted as the official form for the filing of claims against the City of Northfield.

The questions are to be completely and accurately responded to by the Claimant or by his/her attorneys, agents, servants, and employees, under oath. The fully completed Questionnaire and all of the requested documents shall be returned to:

**City of Northfield  
c/o Qual-Lynx  
100 Decadon Drive  
Egg Harbor Township, New Jersey 08234**

**PLEASE BE ADVISED:** Your claim will not be considered to be filed as required by the New Jersey Tort Claims Act until this completed Questionnaire has been filed with the designated agent for the City of Northfield, Qual-Lynx. Your failure to provide all of the information requested in the Questionnaire, and including responses such as "To Be Provided" or "Under Investigation" will result in the claim being treated as not being properly filed.

In accordance with the New Jersey Tort Claims Act, timely Notices of Claim/Questionnaires must be filed within ninety (90) days after the incident giving rise to the claim.

This Questionnaire is designed as a general form for use with respect to all claims. Some of the questions may not be applicable to your particular claim. For example, if your claim does not arise out of an automobile accident, questions regarding road conditions might not be applicable. In that event, please indicate "Not Applicable".

If you are unable to answer any question because of a lack of information available to you, specify the reason the information is not available to you. If a question asks that you identify a document, it will be sufficient to furnish true and legible copies of the document. If a question asks that you "identify all persons," provide the name, address, telephone number and email address of the person.

If you need more space to provide a complete answer, attach supplementary pages, identifying the continuation of the answer with the number of the applicable question.

#### **DEFINITIONS:**

"*Claimant*" shall refer to the person or persons on whose behalf the Notice of Claim has been filed with the *City of Northfield*.

"*Documents*" shall refer to any written, photographic or electronic representation, and any copy thereof, including, but not limited to, computer tapes and/or disks, videotapes and other material relating to the subject matter of the claim.

"*Person*" shall include in its meaning a partnership, joint venture, corporation, association, trust or any other kind of entity, as well as a natural person.

"*Public Entity*" shall refer to the *City of Northfield* along with any agent, official or employee of the *City of Northfield* against whom a claim is asserted by the Claimant.

**PLEASE NOTE** that the questions are divided into sections relating to the claimant, the claim, property damage, personal injury and the basis for the claim against the public entity or a public employee.

If the claim involves only property damage, then the portion of the Questionnaire regarding personal injuries is not required to be answered. Under these circumstances, please enter as the answer to Question 12 "No personal injuries are being claimed."

If the claim involves no property damage, then the portion of the Questionnaire regarding property damage is not required to be answered. Under these circumstances, please enter as the answer to Question 11 "No property damage is being claimed."

## **INFORMATION REGARDING THE CLAIMANT**

1. Provide the following information with respect to the Claimant:
  - a. Any other name by which the Claimant has been known.
  - b. Residence and Mailing Addresses at the time of the incident giving rise to the claim. Also provide current Email address.
  - c. Marital Status at the time of the incident and currently.
  - d. Identify each person residing with the claimant and the relationship of that person, if any, to the Claimant.
2. Provide all addresses of the Claimant for the last 10 years, the dates of the residence, the persons residing at the addresses at the same time that the Claimant resided at the address and the relationship of that person, if any, to the Claimant.



## **INFORMATION REGARDING ALL CLAIMS**

3. Provide the exact date, time and place of the incident forming the basis of the claim and the weather conditions prevailing at the time.
  
4. Provide the Claimant's complete version of the events that form the basis of the claim. Describe in detail the alleged condition which caused the incident. Provide Photographs of the area where the incident occurred, and indicate on the Photographs the exact location where the incident occurred.
  
5. List any and all individuals who were witnesses to or who have knowledge of the facts of the incident which gave rise to the claim. Provide the full name, address, email address and telephone number of each individual.
  
6. Identify all public entities or public employees [by name and position] alleged to have caused the injury or property damage **and specify as to each public entity or employee the exact nature of the act or omission alleged to have caused the injury or property damage. Describe in detail the alleged condition which caused the incident and any and all facts which establish that the public entity or public employees were responsible for the condition.**

7. If you claim that the injury or property damage was caused by a dangerous condition of property under the control of the public entity, specify the nature of the alleged dangerous condition and the manner in which you claim the condition caused the injury.
  
8. If you allege a dangerous condition of public property, state the specific facts upon which you claim that the public entity was responsible for the condition and the specific facts and date upon which you claim that the public entity was provided with notice of the alleged dangerous condition. Provide copies of any and all evidence of written or oral notice to the public entity of the dangerous condition.
  
9. If you or any other party or witness consumed any alcoholic beverages, drugs or prescription medications within twelve (12) hours prior to the incident forming the basis of the Claim, identify the person consuming the same and for each person (a) what was consumed (b) the quantity thereof (c) where consumed (d) the names and addresses of all persons present.

10. If you have received any money or thing of value for your injuries or damages from any person, firm or corporation, state the amounts received, the dates, names and addresses of the payors. Specifically list any policies of insurance, including policy number and claim number, from which benefits have been paid to you or to any person on your behalf, including doctors, hospitals or any person repairing damage to property.
11. If any photographs, drawings, charts or maps were made with respect to anything which is the subject matter of the claim, state the date thereof, the names and addresses of the persons who took the photographs or who prepared the drawings, charts or maps and indicate who presently has possession of these documents. Attach copies of any photographs, drawings, charts or maps.
12. If you or any of the parties to this incident or any of the witnesses to this incident made any statements or admissions, set forth in detail the statements or admissions that were made; who made the statements or admissions; the date and place where the statements or admissions were made; and in whose presence the statements or admissions were made, providing the names and addresses of any persons having knowledge of the statements or admissions.
13. State the total amount of your claim and the basis upon which you have calculated the amount that is being claimed.

14. Provide copies of all documents, memoranda, correspondence, reports [including police reports], etc. which discuss, mention or pertain to the subject matter of this claim.
15. Provide the names and addresses of all persons or entities against whom you are asserting a claim for the injuries or damages arising out of the incident forming the basis of this claim and give the basis for your claim against each person or entity.
16. Were any criminal and/or traffic Complaints or Tickets issued as a result of this incident? If so, please provide copies of the Complaints and/or Tickets and advise as to the disposition of the Complaints and/or Tickets.

### **PROPERTY DAMAGE CLAIMS**

17. If your claim is for property damage, attach a detailed description of the property damage that is being claimed, and include copies of any and all estimates obtained which detail the costs to repair the property damage. If your claim does not involve any claim for property damage, enter "None".

<p><b>If your claim is for property damage only, initial here and proceed directly to page 12 and sign the Certification.</b></p>
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\_\_\_\_\_  
Initials

## PERSONAL INJURY CLAIMS

18. Were there any complaint regarding the incident or the condition which allegedly caused the incident made to the public entity or to any official or employee of the public entity? If so, state the time and place of the complaint and the person or persons to whom the complaint was made.
19. Describe in detail the nature, extent and duration of any and all injuries which were sustained as a result of this incident.
20. Describe in detail any and all injuries or conditions which were sustained in this incident which are claimed to be permanent, and set forth who has determined that any injury or condition is permanent.

21. If you have been confined to any hospitals as a result of the injuries sustained in this incident, state name and address of each hospital and the dates of admission and discharge. Also provide the name and address of each hospital where you were admitted prior to and subsequent to the alleged incident and provide the reason for each admission.
22. If X-Rays, MRIs, CAT Scans or any other diagnostic testing was performed, state (a) the address of the place where each was performed; (b) the name and address of the person who performed the testing; (c) the date when each test was performed; (d) the results of each test; (e) where and in whose possession they test results and films are now located. Include all X-Rays, MRIs, CAT Scans and any other diagnostic testing that was performed prior to or subsequent to the alleged injury forming the basis of the claim.
23. If were treated by doctors, including psychiatrists or psychologists, state (a) the name and present address of each doctor; (b) the dates and places where the Treatments were administered; (c) the nature of the treatment; (d) the date of last the last treatment; (e) and if treatments are continuing, the schedule of future continuing treatments. Provide true copies of all written reports rendered to you or about you by any doctors whom you propose to have testify on your behalf.

24. If you have any physical impairment which you allege is caused by any injury sustained in this incident and which is affecting your ordinary movements, hearing or sight, state in detail the nature and extent of the impairment and what corrective appliances, support or device you have been prescribed to overcome or alleviate the impairment.
25. If you claim that a previous injury has been aggravated or exacerbated, describe the injury and provide the name and present address of each doctor who treated you for the condition; the period during which treatment was received; and the cause of the previous injury. Specifically list any impairment, including use of eyeglasses, hearing aid or similar device, which existed at the time of the injury forming the basis of this claim.
26. If any treatments, operation or other form of surgery in the future has been recommended to alleviate any injury or condition resulting from the incident which forms the basis of the claim, state in detail (a) the nature and extent of the treatment, operation or surgery; (b) the purpose thereof and the results anticipated or expected; (c) the name and address of the doctor who recommended the treatments, operation or surgery; (d) the name and address of the doctor who will administer or perform the same; (e) the estimated medical expenses to be incurred; (f) the estimated length of time of treatments, operation or surgery, period of hospitalization and period of convalescence; (g) all other losses or expenditures anticipated as a result of the treatments, operation or surgery; (h) whether it is your intention to undergo the treatments, operation or surgery and the approximate date.

27. Itemize any and all expenses incurred for hospitals, doctors, nurses, x-rays, prescriptions, care and appliances and indicate which expenses were paid by any insurance coverage.
28. If you were employed at the time of the alleged injury forming the basis of the claim state (a) the name and address of the employer; (b) the position held and the nature of the work performed; (c) the average weekly wages for the year prior to the injury; (d) the period of time lost from employment, providing dates; (e) the amount of wages lost, if any. List any sources of income continuation or replacement, including, but not limited to, worker's compensation, disability income, social security and income continuation insurance.
29. If other loss of income, profit or earnings is claimed, state (a) total amount of the loss; (b) provide a complete detailed computation of the loss; (c) the nature and dates of the loss.
30. If you are claiming lost wages state (a) the date that the employment commenced; (b) the name and address of the employer; (c) the position held and the nature of the work performed; and (d) the average weekly wages. Attach copies of pay stubs, tax returns, W-2s or other complete payroll record for all wages received during the past year.



## **DOCUMENT REQUEST**

You are required to produce any and all documents identified in your answers to the Questions set forth above.

## **CERTIFICATION**

I hereby certify that the information provided is the truth and is the full and complete response to the questions, to the best of my knowledge.

\_\_\_\_\_  
Signature of Claimant

Dated: \_\_\_\_\_

**AUTHORIZATION FOR RELEASE OF  
MEDICAL AND HOSPITAL RECORDS**

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**RE:** \_\_\_\_\_  
Patient's Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Claim Number

You are hereby authorized and requested to disclose, make available and furnish to:

**QUAL-LYNX**

100 Decadon Drive

Egg Harbor Township, New Jersey 08234

all information, records, x-rays, reports or copies thereof relating to my examination, consultation, confinement or treatment and to permit him or her to inspect and make copies or abstracts thereof.

Approximate date of admission to hospital, first examination, treatment or consultation:

A photocopy of this release form, bearing a photocopy of my signature, shall constitute your authorization for the release of the information in accordance with the request made to you.

\_\_\_\_\_  
Authorized Signature

## AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**RE:** \_\_\_\_\_  
Patient's Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Claim Number

You are hereby authorized and requested to disclose, make available and furnish to:

**QUAL-LYNX**

100 Decadon Drive

Egg Harbor Township, New Jersey 08234

all information relating to my employment, including, but not limited to, my job title, assigned duties, compensation, benefits, attendance, and sick leave and to permit him or her to inspect and make copies or abstracts thereof.

A photocopy of this release form, bearing a photocopy of my signature, shall constitute your authorization for the release of the information in accordance with the request made to you.

\_\_\_\_\_  
Authorized Signature

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 117 -2018**

**AUTHORIZING REFUND OF OVERPAYMENT OF TAXES**

**BE IT RESOLVED** by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that refunds for overpaid taxes pursuant to the following are hereby authorized:

REFUND TO	BLK	LOT	PROPERTY ADDRESS	REFUND AMOUNT
Corelogic Real Estate Tax Service 3001Hackberry Rd Irving, Tx 75063	149	9	615 NEW ROAD	\$1,037.40
	60	24	511 BURTON AVENUE	\$1,806.24
	108	50	1217 FIRST STREET	\$1,745.55
				\$4,589.49

**BE IT FURTHER RESOLVED**, that the Chief Financial Officer and other appropriate officials be and they are herewith authorized to sign the checks to accomplish the refunds authorized.

\_\_\_\_\_  
Michele L. Kirtsos, 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 Common Council of the City of Northfield, held this 29th day of May, 2018.

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

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 118-2018**

**GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT**

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

**WHEREAS**, the Annual Report of Audit for the year 2017 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

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

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

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

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

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

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

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield, held this 29<sup>th</sup> day of May 2018.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 119-2018**

**TO AUTHORIZE LIQUOR LICENSE RENEWAL  
FOR THE YEAR 2018-2019**

**WHEREAS**, an application was submitted by LGM Enterprises, Inc., to the state of New Jersey Division of Alcoholic Beverage Control for the 2018-2019 renewal of a Plenary Retail Consumption liquor license; and

**WHEREAS**, the Alcoholic Beverage Retail Licensee Clearance Certificate has been received from the State of New Jersey Division of Taxation and a copy is on file in the office of the Municipal Clerk; and

**WHEREAS**, the appropriate renewal fees have been paid to the State of New Jersey and to the City of Northfield by the licensee.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Mayor and Council of the City of Northfield that license number 0118-33-001-002 shall be granted to LGM Enterprises, Inc. effective July 1, 2018 through June 30, 2019.

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 Common Council of the City of Northfield, held this 29<sup>th</sup> day of May 2018.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 120-2018**

**TO AUTHORIZE LIQUOR LICENSE RENEWAL  
FOR THE YEAR 2018-2019**

**WHEREAS**, an application was submitted by Northfield Liquors LLC to the state of New Jersey Division of Alcoholic Beverage Control for the 2018-2019 renewal of a Plenary Retail Distribution liquor license; and

**WHEREAS**, the Alcoholic Beverage Retail Licensee Clearance Certificate has been received from the State of New Jersey Division of Taxation and a copy is on file in the office of the Municipal Clerk; and

**WHEREAS**, the appropriate renewal fees have been paid to the State of New Jersey and to the City of Northfield by the licensee.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Mayor and Council of the City of Northfield that license number 0118-44-004-001 shall be granted to Northfield Liquors LLC effective July 1, 2018 through June 30, 2019.

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 Common Council of the City of Northfield, held this 29<sup>th</sup> day of May 2018.

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Mary Canesi, RMC, Municipal Clerk



**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 121-2018**

**AUTHORIZATION FOR AMENDMENT TO NEGOTIATED  
SETTLEMENT**

**WHEREAS**, on March 30, 2017, Gurwicz and the City entered into a certain SETTLEMENT AGREEMENT BETWEEN MAX GURWICZ & SONS, INC. AND HERZEL GURWICZ AND THE CITY OF NORTHFIELD (hereinafter the "Settlement Agreement") which Settlement Agreement amicably resolved and settled certain claims the parties had against one another related to, *inter alia*, providing sanitary sewer to the Gurwicz Project (as that term is defined in the Settlement Agreement); and

**WHEREAS**, a dispute has arisen between the Parties, and Gurwicz has threatened additional legal action, concerning the issue of whether Gurwicz is required to compensate the City for the costs and expenses associated with the construction and establishment of a sewer lateral from the City's sewer main on Cresson Avenue to the border of the Gurwicz property upon which the Gurwicz Project is to be constructed; and

**WHEREAS**, as a result of the dispute and threat of litigation referenced in the preceding paragraph, Gurwicz and the City again negotiated in good faith to reach an accord for the amicable resolution of the dispute associated with the construction and establishment of a sewer lateral from the City's sewer main on Cresson Avenue to the border of the Gurwicz property; and

**WHEREAS**, Gurwicz and the City agree that there are issues of fact and law prevalent herein and, for that reason, desire to fully, finally and amicably resolve the above issue(s).

**BE IT RESOLVED**, to accomplish the amicable resolution of the claims on terms and conditions set forth in the First Amendment to Settlement Agreement attached hereto, the City hereby approves the First Amendment to Settlement Agreement and each and every of its terms and conditions.

**BE IT FURTHER RESOLVED**, that the Mayor for the City of Northfield is hereby authorized to execute the First Amendment to Settlement Agreement attached hereto forthwith.

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 Common Council of the City of Northfield, held this 29<sup>th</sup> day of May, 2018.

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Mary Canesi, RMC, Municipal Clerk

IN THE MATTER OF THE  
APPLICATION OF THE CITY OF  
NORTHFIELD, COUNTY OF ATLANTIC

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
ATLANTIC COUNTY

DOCKET NO.: ATL-L-2050-14

CIVIL ACTION – MOUNT LAUREL

MAX GURWICZ & SONS, INC. AND  
HERZEL GURWICZ,

PLAINTIFF

VS.

CITY OF NORTHFIELD,

DEFENDANT

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
ATLANTIC COUNTY

DOCKET NO.: ATL-L-2673-16

CIVIL ACTION

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN MAX GURWICZ  
& SONS, INC. AND HERZEL GURWICZ AND THE CITY OF NORTHFIELD**

NOW, this \_\_\_\_ day of \_\_\_\_ 2018, MAX GURWICZ & SONS, INC., a New Jersey corporation and HERZEL GURWICZ, an individual, each having an address at 331 Tilton Road, Northfield NJ 08225 (“Gurwicz”), on the one hand, and CITY OF NORTHFIELD, a municipal corporation of the State of New Jersey, County of Atlantic, having an address at 1600 Shore Road, Northfield NJ 08225 (hereinafter the “City”), on the other hand, intending to be legally bound, state:

**WHEREAS**, on March 30, 2017, Gurwicz and the City entered into a certain SETTLEMENT AGREEMENT BETWEEN MAX GURWICZ & SONS, INC. AND HERZEL GURWICZ AND THE CITY OF NORTHFIELD (hereinafter the “Settlement Agreement”) which Settlement Agreement amicably resolved and settled claims the parties had against one another related to, *inter alia*, providing sanitary sewer to the Gurwicz Project (as that term is defined in the Settlement Agreement); and

**WHEREAS**, a dispute has arisen between the Parties, and Gurwicz has threatened additional legal action, concerning the issue of whether Gurwicz is required to compensate the City for the costs and expenses associated with the construction and establishment of a sewer lateral from the City’s sewer main on Cresson Avenue to the border of the Gurwicz property upon which the Gurwicz Project is to be constructed; and

**WHEREAS**, as a result of the dispute and threat of litigation referenced in the preceding paragraph, Gurwicz and the City again negotiated in good faith to reach an accord for the amicable resolution of the dispute between the Parties associated with the construction and establishment of a sewer lateral from the City’s sewer main on Cresson Avenue to the border of the Gurwicz property; and

**WHEREAS**, the Parties agree that there are issues of fact and law prevalent herein and, for that reason, all Parties to this Settlement Agreement desire to fully, finally and amicably resolve the above issue(s).

**NOW, THEREFORE**, in consideration of the mutual covenants and other good and valuable consideration set forth herein below, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Gurwicz, by and through its contractor, Caruso Excavating, Inc., (or any successor contractor Gurwicz may engage, with the consent of the City which shall not be unreasonably withheld) shall apply for a Road Opening Permit with the City for the opening of Cresson Avenue for the installation of the subject sewer lateral. The work to be performed by Caruso Excavating, Inc. shall be in accordance with the Change Order attached hereto as Exhibit "A" (the "Work"). The costs and expenses for the Road Opening Permit and for the Work, services and materials to be performed/provided by Caruso Excavating, Inc. shall be the sole responsibility of Gurwicz. Said costs and expenses:

- a. shall be in addition to any and all other payments required to be made by Gurwicz pursuant to the Settlement Agreement; and
- b. shall not be includable in the calculation of the Gurwicz Contribution or Total Project Cost (as both of those terms are defined in the Settlement Agreement); and
- c. shall not otherwise effect or diminish Gurwicz's obligations under Article 2 of the Settlement Agreement governing sewer connection fees.

2. Gurwicz shall comply with all requirements for the City's approval and issuance of the Road Opening Permit. In addition, if not part of the Road Opening Permit application process/requirements prior to the commencement of the Work, Gurwicz shall also provide the following:

- a. a Certificate of Insurance from an insurance carrier licensed and admitted to do business in New Jersey and acceptable to the City of Northfield insuring Gurwicz and Caruso Excavating, Inc. compliant with the following:

- Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include Contractual Liability, Products and Completed Operations, Independent Contractors Coverage, Broad Form

General Liability Extensions or equivalent, and deletion of all Explosion, Collapse, and Underground (XCU) Exclusions;

- Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$3,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles;
- Workers Compensation insurance, including Employers' Liability Coverage in accordance with the statutes of the State of New Jersey;
- The City of Northfield following shall be an Additional Insured including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primary to the Additional Insured, and shall not be contributing with any other insurance or similar protection available to the Additional Insured, whether other available insurance be primary, contributing or excess;

- b. a \$1,000 Inspection Fee to be held in escrow to compensate the City's Engineers for the required inspection(s) of the Work.

3. Gurwicz agrees to complete the Work no later than June 30, 2018 provided there is no delay caused by the City. Gurwicz's agreement to complete the Work by that date is a material inducement to the City to execute this agreement as Gurwicz is aware that the City is scheduled to commence an independent paving project on Cresson Avenue on September 1, 2018. Completion of the Work not later than June 30, 2018 will allow for the required settlement of the areas in which the Work is to be completed.

4. Gurwicz agrees that until the Work is completed as required pursuant to the terms of this Agreement, the City shall not be obligated to: (i) release Gurwicz's November 29, 2017 cash deposit of \$114,297.30; (ii) release BB&T Bank Letter of Credit No. 9610012792-90002,

previously issued in favor of the City on September 13, 2017; and (iii) issue certificates of occupancy for completed units in the Gurwicz Project.

5. Gurwicz hereby agrees to indemnify, hold and save harmless and defend the City and its officers of, from and against all loss, injury and damage to persons or property in whatever form by reason of, arising out of, or in connection with the Work, or the failure or neglect to keep, observe or perform any of the within terms, covenants, agreements, provisions or conditions, the aforesaid being in addition to any other right or remedy which the City may have against Gurwicz in law or equity or otherwise.

6. To the extent that the terms and conditions of this First Amendment are inconsistent with the terms and conditions of the Settlement Agreement, the terms and conditions of this First Amendment shall control Paragraph 5 of the Settlement Agreement shall remain in full force and effect notwithstanding anything contained herein. All other terms and conditions of the Settlement Agreement are ratified and confirmed.

7. This First Amendment to Settlement Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective heirs, distributees, executors, administrators, personal representatives, successors and assigns.

8. This First Amendment to Settlement Agreement constitutes the complete understanding among the Parties and may not be changed unless in a writing and signed by all Parties to this Settlement Agreement. The Parties to this First Amendment to acknowledge that they have not relied upon any promise, representation, or warranty, express or implied, not set forth in this First Amendment to Settlement Agreement.

9. The making of this First Amendment to Settlement Agreement is not intended, and shall not be construed, as any admission that any party hereto has violated any federal, state, or local law (statutory or decisional), ordinance or regulation, or has committed any wrong against another party hereto or any employees or former employees of such party or any related entity. No factual findings of any kind have been issued by any court or other tribunal concerning the merit or lack of merit of any dispute between the Parties.

10. This First Amendment to Settlement Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. This First Amendment to Settlement Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey, without regard to New Jersey's choice of law provisions. Any dispute with regard to this agreement shall be venued in the Superior Court of New Jersey, Atlantic County.

12. The Parties hereby signify their agreement to the above terms by their signatures below and the corporate representatives represent that they are authorized to execute this Agreement on behalf of the City of Northfield and Gurwicz.

**The City of Northfield, New Jersey**

By: \_\_\_\_\_  
Erland Chau, Mayor

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY:  
:SS  
COUNTY OF ATLANTIC:

Be it Remembered, that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me the subscriber, a Notary Public, personally appeared ERLAND CHAU who, I am satisfied, is the person who signed the within instrument as the Mayor of the City of Northfield, the corporation named therein and he thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from the Council for the City of Northfield.

\_\_\_\_\_  
NOTARY PUBLIC

MAX GURWICZ & SONS, INC.

By: \_\_\_\_\_  
HERZEL GURWICZ, President

Date: \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF NEW JERSEY:

:SS

COUNTY OF ATLANTIC:

Be it Remembered, that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me the subscriber, a Notary Public, personally appeared HERZEL GURWICZ who, I am satisfied, is the person who signed the within instrument as the President of MAX GURWICZ & SONS, INC., the corporation named therein and he thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from the Board of Directors of the corporation.

\_\_\_\_\_  
NOTARY PUBLIC



HERZEL GURWICZ, Individually

Date: \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF NEW JERSEY:

: SS

COUNTY OF ATLANTIC:

I CERTIFY that on \_\_\_\_\_, 2018, HERZEL GURWICZ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 122-2018**

**A RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER  
TO EXECUTE A CONTRACT WITH AN APPROVED STATE  
CONTRACT VENDOR  
PURSUANT TO N.J.S.A. 40A:11-12a**

**WHEREAS**, the City of Northfield, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-72.9(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contract entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

**WHEREAS**, the City of Northfield has the need to purchase new police vehicles; and

**WHEREAS**, Winner Ford has provided pricing for (2) 2018 Police Interceptor Utility Vehicles with Equipment for a total cost not to exceed \$86,634.20 as per State Contract Nr. A88728; and

**WHEREAS**, the Chief Financial Officer has certified the availability of funds by encumbering said funds on Purchase Order Number 18-00431, budget account nr. C-04-55-018-400, Capital Ordinance 16-2017.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Northfield Committee authorizes the Purchasing Agent/Chief Financial Officer to execute the required documents to purchase (2) 2018 Ford vehicles as stated above.

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 Common Council of the City of Northfield, held this 29th day of May, 2018.

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Mary Canesi, RMC, Municipal Clerk