#### CITY OF NORTHFIELD COUNCIL MEETING AGENDA OCTOBER 9, 2018

<u>MEETING CALLED TO ORDER</u> 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** – September 25, 2018

#### **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

#### RESOLUTIONS

178-2018	Information Technology Policy
179-2018	Inserting an Item of Revenue in the 2018 Budget
180-2018	Resolution Authorizing Award of Contract for the Provision of Electric Generation
	Supply Service for the South Jersey Power Cooperative
181-2018	Amending Resolution 148-2018, Recognizing Family Association of Northfield
	Volunteers for 2018 Season

#### CITY OF NORTHFIELD COUNCIL MEETING AGENDA OCTOBER 9, 2018

182-2018	To Reject all Bids for the Purchase of a Portable Generator for the City of Northfield Office of Emergency Management
183-2018	Authorizing Execution of Agreement for Shared Municipal Services
184-2018	A Resolution for Approval to Submit a Grant Application and Execute a Grant
	Contract with the New Jersey Department of Transportation for the Project Known as
	MA-2019 Reconstruction of Shepherd Drive and North Shepherd Drive – 00678
185-2018	Authorizing Execution of CGI Agreement and Addendum
186-2018	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 for Government Workers
	Union Locals No. 410 for Supervisory Employees, and No. 430 for White Collar
	Employees
187-2018	A Resolution Approving an Agreement Between the City of Northfield and Government
	Workers Union Local No. 410, for Supervisory Employees, Effective January 1, 2018
	Through December 31, 2020
188-2018	A Resolution Approving an Agreement Between the City of Northfield and Government
	Workers Union Local No. 430, for White Collar Workers, Effective January 1, 2018
	Through December 31, 2020

#### **ORDINANCE**

10-2018 An Ordinance to Amend the Code of the City of Northfield, Chapter 215, Entitled "Guarantees and Improvement Procedures"

2<sup>nd</sup> Reading / Public Hearing / Final Consideration

Published in the Press of Atlantic City October 13, 2018

#### **PAYMENT OF BILLS** \$2,049,147.62

#### **MEETING NOTICES**

City Council October 23, 2018 6:00pm Work Session

Regular Session immediately following

General Election November 6, 2018 Northfield Community School

6:00am to 8:00pm

#### **ADJOURNMENT**

#### CITY OF NORTHFIELD, NJ RESOLUTION NO. 178 -2018

#### INFORMATION TECHNOLOGY POLICY

WHEREAS, the City of Northfield is a member of the Atlantic County Municipal Joint Insurance Fund (JIF) and the Municipal Excess Liability Joint Insurance Fund (MEL); and

WHEREAS, the City of Northfield wishes to comply with various practices suggested by the JIF and MEL in regard to their cyber insurance policy; and

WHEREAS, by adopting such practices will enable the municipality to a claim reimbursement or a paid insurance deductible in the event there is a claim; and

WHEREAS, the City of Northfield, through the JIF will provide City employees with annual training in email and website malware identification, password construction, identifying security incidents and social engineering attacks.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council for the City of Northfield hereby adopts the attached Information Technology Practice Policy and implements the attached Security Response Plan for Cyber-Security Incidents.

**BE IT FURTHER RESOLVED**, the attached policies will be filed in the Office of the Municipal Clerk and a certified copy shall be forwarded to the JIF.

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 9<sup>th</sup> day of October 2018.

# CITY OF NORTHFIELD INFORMATION TECHNOLOGY PRACTICE POLICY

**Purpose:** To establish as policy certain information technology practices. Further, compliance with various practices will enable the City of Northfield to claim a reimbursement of a paid insurance deductible in the event the member files a claim against *City of Northfield*'s cyber insurance policy, administered through Atlantic County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund.

#### A. Technical Operations

- 1. System and data back-up practices: the City of Northfield practices the following back-up procedures:
  - A. Daily incremental backups or the use of standardized system images or virtualized desktops, with at least 14 days of versioning on off-network device for data files
  - B. Weekly off-network full backups of all devices and third-party applications. All backups are spot-checked monthly.
- 2. Security and system patching: all operating and application software shall be updated on a timely basis with latest versions as released, particularly as related to security updates. Outdated or non-supported operating systems and software shall not be used unless there is no practical alternative available, in which case, appropriate steps shall be taken to mitigate potential security threats. System administrators shall coordinate patching with applications maintained or managed by third parties to ensure upgrades will not disable their applications. When upgrades cannot be applied, appropriate action shall be taken to prevent the system or application from security exploitation.
- 3. **Defensive software** shall be installed and operative on all computing devices as follows:
  - a. For all desktops and laptops devices: antivirus and an enabled firewall
  - b. Mail server: anti-spam and anti-virus filters
  - c. For network servers that connect to the internet: an active firewall on all open ports, unused ports closed; and anti-virus, anti-malware software running
  - d. All Microsoft Office applications are set to all downloaded files in "Protected Mode"
- 4. **Server security:** all servers are protected from unauthorized access by means of a secured room or other physically secure means to ensure that only authorized users have access to it.

- 5. Access privilege controls and policies are in place and maintained to ensure that: 1) users with administrator rights are limited to those that need them; 2) that other users only have access to those services they need for day-to-day activities; 3) that access is removed when it is no longer needed or when an employee separates from service; and 4) access rights are periodically reviewed to ensure compliance. The Chief Financial Officer and Chief of Police shall work with the Municipal Clerk to ensure that system access needed by new employees is provided on a timely basis, and that notice of termination of employees is provided and acted upon by the information Municipal Clerk prior to notice provided to the employee.
- 6. Security Incident response: Appropriately trained staff or contractors are available to support The City's technology and to timely respond to security incidents. The Chief Financial Officer, Chief of Police and the Municipal Clerk will review vendor relationships at least annually.

#### **B.** Employee-based Cyber Security Practices

- 1. All computer users shall receive annual training of least one hour, every two years in email and website malware identification, password construction, identifying security incidents, and social engineering attacks.
- 2. Employees are required to use unique passwords or passphrases made up of at least 8 characters, changed periodically, but at least annually. Passwords/phrases shall be at least 8 alpha-numeric characters, with incidental upper- and lower-case letters and symbols.
- 3. Files that contain protected data shall be password protected or be encrypted when the files are stored or transferred to others, regardless of the storage medium or means of transfer. Examples of protected data include social security numbers, birthdates, driver's license number, health insurance numbers, etc. Practices shall include ensuring that more than one employee is aware of the password or passphrase used to encrypt these files.

#### C. Technology Management Practices

- 1. The City Council shall ensure that technology policy decisions (i.e., risk assessment, planning, and budgeting) are made with input from staff or advisors that possess appropriate technological expertise.
- 2. The City Council shall approve and implement a cyber-security incident response plan to direct staff and guide IT management decision making when a cyber-security incident takes place.

#### CITY OF NORTHFIELD SECURITY RESPONSE PLAN FOR CYBER-SECURITY INCIDENTS

If you suspect a cyber incident has taken place, notify the Municipal Clerk and your Supervisor immediately, and takes steps to isolate your device as indicated below. Supervisors in the Police Department will notify the Chief of Police, all others supervisors shall notify the Chief Financial Officer or Municipal Clerk who will follow-up and implement the cyber-security incident response plan.

#### What is a Cybers-Scurity Incident?

For cyber insurance purposes, a security incident is an event that is a: cyber security breach, or cyber extortion threat, or data breach.

#### What is a Cyber-Security Breach?

Any unauthorized: access to, use or misuse of, modification to the network, and/or denial of network resources by attacks perpetuated through malware, viruses, worms, and Trojan horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks.

#### What is a Cyber-Extortion Threat?

A threat against a network to:

- 1. Disrupt operations;
- 2. Alter, damage, or destroy data stored on the network;
- 3. Use the network to generate and transmit malware to third parties;
- 4. Deface the member's website; and
- 5. Access personally identifiable information, protected health information or confidential business information stored on the network; made by a person or group, whether acting alone or in collusion with others, demanding payment or a series of payments in consideration for the elimination, mitigation or removal of the threat.

#### What is a Data Breach?

The actual or reasonably suspected theft, loss or unauthorized acquisition of data that has or may compromise the security, confidentiality and/or integrity of personally identifiable information, protected health information, or confidential business information.

Examples of a security incident could include appearance of a ransomware attack screen, the mouse or computer screen acting on its own, an unauthorized user

accessing a computer, not being able to access routine services, device theft, or finding a damaged or non-operating computer.

Other security incidents that would be noticed by system administrators include:

Attempts from unauthorized sources to access systems or data

Unplanned disruption to a service or denial of a service

Unauthorized processing or storage of data

Unauthorized changes to system hardware, access rights, firmware, or software

Presence of a malicious application, such as ransomware or a virus

Presence of unexpected/unusual programs

Denial of service condition against data, network or computer

#### What to Do When a Possible Security Incident Takes Place

- 1. The user aware of a possible security incident should identify the affected device(s) (individual machines or network equipment) and:
  - a. Immediately contact the Municipal Clerk to report the event and follow their instructions. It is now the responsibility of the Municipal Clerk to notify management of the incident and to execute the security incident response plan.
  - b. Continue with Step 2 if tech support is not immediately available.
- 2. Isolate the affected devices from the network or internet by removing the network cable from the device. If operating via wireless, turn off the wireless connection. Turn the equipment off if tech support is not immediately available or isolation is not possible. If the machine will not let you do that, unplug the power supply.
- 3. User reports the incident to department supervisor
  - a. If technology support has not been contacted management by this time, management must communicate with support, advise them of the situation, and engage them in the matter.
- 4. Management or tech support assesses if the incident is a cyber-security breach, cyber extortion threat, or data breach. If it is, or if there is any question that the incident may or may not be one, management contacts their JIF Claims Administrator to advise them of the incident and management will call the XL Catlin Data Breach Hotline (855-566-4724). If not answered, leave a message naming the member's contact person. Do not delay in calling the Hotline. When they respond, follow their instructions. They will refer the matter to a "breach advisor/counsel" (an attorney experienced in cyber-security incidents) who will coordinate the response. The Breach Counsel will reach out to the named contact person. Provide Breach Counsel with all information about the incident and work with them to determine the next steps. Engage technology support as much as practical.
- 5. Advise the member's risk coordinator, JIF Executive Director, member legal counsel, and Township Committee of the event and actions taken.
- 6. Follow advice from Breach Counsel and your technology personnel until the issue is resolved.
- 7. Document all actions as they are taken.

#### CITY OF NORTHFIELD, NJ RESOLUTION NO. 179-2018

#### **INSERTING AN ITEM OF REVENUE IN THE 2018 BUDGET**

WHEREAS, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation of equal amount,

WHEREAS, the City of Northfield has been awarded a \$1,987.50 Grant from the Federal BVP Body Armor Fund and wishes to amend its 2018 Budget to include this amount as revenue.

#### **SECTION 1:**

NOW THEREFORE BE IT RESOLVED, that the City of Northfield County of Atlantic hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2018:

#### Miscellaneous Revenue

Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services:

US DOJ 2018 BVP Body Armor Replacement Fund

#### **SECTION 2:**

**BE IT FURTHER RESOLVED,** that a like sum of \$1,987.50 is hereby appropriated under the caption of:

#### General Appropriations

(a) Operations Excluded from 5% Caps Public and Private Program Off-Set by Revenues:

US DOJ 2018 BVP Body Armor Replacement Fund

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 9<sup>th</sup> day of October, 2018.

-	Mayor, Erland Chau
	Mary Canesi, RMC, Municipal Clerk

#### CITY OF NORTHFIELD RESOLUTION NO. 180-2018

# RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE PROVISION OF ELECTRIC GENERATION SUPPLY SERVICE FOR THE SOUTH JERSEY POWER COOPERATIVE

WHEREAS, the South Jersey Power Cooperative (SJPC) is a purchasing cooperative that consists of various counties and their participating co-op members, and includes numerous municipalities, K-12 school districts, vocational-technical schools, utilities authorities and other municipal agencies. The City of Northfield is a Participating Member of the SJPC through our respective county pricing cooperative; and

WHEREAS, the County of Camden is the current and acting lead purchasing agency for the SJPC; on behalf of the SJPC, Camden County publicly advertised bids for the purpose of procuring Electric Generation Supply Service (Bid SJPC A17-18); and

WHEREAS, the County of Camden received and opened bids on July 17, 2018 for Electric Generation Supply Service for the SJPC; and

WHEREAS, the following were the lowest responsible bidders:

South Jersey Energy Company, 1317 Route 73 North, Suite 206, Mt. Laurel, NJ 08054 for Bid Pricing Option #1 for MG-S, RS services at a rate of .08132/kWh.

Constellation New Energy, Inc. 1310 Point Street, Baltimore, MD 21231 for Bid Pricing Option #2 for SPL, CLS services at a rate of .0469/kWh.

WHEREAS, on behalf of the Participating Members of the SJPC, the County of Camden has executed a master agreement with Constellation Energy Company and South Jersey Energy Company for the needs of the Participating Members of the SJPC as described above commencing on September 1, 2018 and ending August 31, 2020; and

WHEREAS, each currently Participating Member of the SJPC, including City of Northfield, County of Atlantic shall encumber funds in accordance with applicable law and hereby acknowledge the terms and conditions of the aforementioned bid and master contract to which it will be bound for the duration of the agreement as noted herein.

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 9th day of October 2018.

#### CITY OF NORTHFIELD, NJ RESOLUTION NO. 181-2018

## AMENDING RESOLUTION 148-2018, RECOGNIZING FAMILY ASSOCIATION OF NORTHFIELD VOLUNTEERS FOR 2018 SEASON

IT IS HEREBY RESOLVED by the Council of the City of Northfield, County of Atlantic, State of New Jersey, that the following persons have been named Volunteers of Family Association of Northfield for the 2018 season and are hereby approved, ratified and confirmed:

Last Name	First Name
Barretta	Jeremy
Barretta	Amber
Barretta	Jason
Bergman	Edward
Bernal	Dezarae
*Blair	Steve
Blanchet	Jean
Blum	Jennifer
Borini	Michael
Brandt	Charles
Brennan	Joseph
Bruno	Mark
Burke	Keith
Camac	Michael
Campeggio	Anthony
*Carangi	Jon
Carangi	Katie
Carlton	Lisa
Casey	Paula
Cassidy	Karen
Chelucci	Bruce
Cramer	Barry
Davis	Darren
Delcher	Zachary

Last Name	First Name
Kallen III	Daniel
Kauffman	Lori
Kennedy	Christopher
Kerns	David
Kerrigan	George
Kintish	Steve
Kwapinski	Daniel
Leidy	Paul
Livingston	George
Malia	Stephen
McCarthy	Patrick
McCoy	Chaneen
Meade	William
Mogan	Kimberly
Moscola	Steven
Nehl	Michael
Nehl	Tyler
Notaro	Belinda
O'Connell	Daniel
Pilla	Lisa
Rassmann	Stella
Rodriquez	Robert
Rosenfeld	Blair
Rothman	Shannon

Last Name	First Name
DeRichie	Kathryn
DeRichie	John
DeRosa	Angelo
DeRosa	Joseph
Dilkes	Donald
Driscoll	Chris
*Eissler	Brad
Ellis	Cheney
Englert	Brian
Fahy	Joseph
Fresh	Jennifer
Geubtner	Patrick
*Gillman	Adam
Gonzalez	Jose
Goukler	Joseph
Grasso	Nick
Graves	Christoph
Hackett	Chuck
Hackett	Melissa
Haines	Geoffrey
Hickman Jr.	William
*Hughes	Amy
Juckett	Jennifer
Juckett	Thomas
Kallen	Devon

First Name
Joseph
Jamie
Mary
Michele
Thomas
Michael
Jessica
Craig J.
Thomas
Marc
Brenda
Megan
Ethan
Michael
Michael
Raymond
James
Jennifer
Heather
Randi
Robert
Guy
Jessica
Richard

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 9th day of October, 2018.

#### CITY OF NORTHFIELD, NJ RESOLUTION NO. 182-2018

# TO REJECT ALL BIDS FOR THE PURCHASE OF A PORTABLE GENERATOR FOR THE CITY OF NORTHFIELD OFFICE OF EMERGENCY MANAGEMENT

WHEREAS, as authorized by Resolution of the Common Council No. 126-2018, the City of Northfield did properly advertise a request for a rebid for the purchase of a portable generator for the City of Northfield Office Of Emergency Management; and

WHEREAS, on October 3, 2018, the Deputy Municipal Clerk did receive and open a single sealed bid as follows:

<u>Bidder</u>	Bid Amount
GenServe	\$ 56,059.00

WHEREAS, the sole bid received substantially exceeds the cost estimate for the project, as well as the amount of funds appropriated for the project; and

WHEREAS, pursuant to N.J.S.A. 40A:11-13.2 (a) and/or (b) which provide that a (a) contracting unit may reject all bids if the lowest bid substantially exceeds the cost estimates for the goods or services, and (b) the lowest bid substantially exceeds the contracting unit's appropriations for the goods or services, the City of Northfield desires to reject the bid.

THEREFORE BE IT RESOLVED by the Common Council of the City of Northfield that the sole bid received on October 3, 2018 for the purchase of a portable generator for the City of Northfield Office of Emergency Management be and hereby is rejected.

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 9<sup>th</sup> day of October, 2018.

#### CITY OF NORTHFIELD, NJ RESOLUTION NO. 183-2018

### AUTHORIZING EXECUTION OF AGREEMENT FOR SHARED MUNICIPAL SERVICES

WHEREAS, N.J.S.A. 40A:65-1 provides in part that two or more municipalities may enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the City of Northfield and the City of Linwood intend to establish a Municipal Inter-Local Agreement for the purpose of providing certain residents of Linwood with continued sanitary sewerage flow transmission from the 31 residential properties in Linwood through the Northfield sanitary sewerage system to the Atlantic County Municipal Utilities Association

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute the agreement attached hereto as Exhibit "A" entitled "AGREEMENT FOR SHARED MUNICIPAL SERVICES FOR THE MUNICIPALITIES OF THE CITY OF LINWOOD AND THE CITY OF NORTHFIELD".

I, Mary Canesi, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 9<sup>th</sup> day of October, 2018.

In witness hereof, I have hereunto set my hand and official seal this 9<sup>th</sup> day of October, 2018.

#### RESOLUTION NO. 183-2018 - EXHIBIT A

#### AGREEMENT FOR SHARED MUNICIPAL SERVICES FOR THE MUNICIPALITIES OF THE CITY OF LINWOOD AND THE CITY OF NORTHFIELD

THIS AGREEMENT	is made this	day of	
	, 2018 with an	effective date o	f January 1, 2018.

BY AND BETWEEN the CITY OF LINWOOD, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 400 Poplar Avenue, Linwood, New Jersey 08221 (hereinafter "Linwood") and the CITY OF NORTHFIELD, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter "Northfield").

WITNESSETH, for and in consideration of the mutual covenants hereinafter contained, that the parties hereto, with the intention to be legally bound hereby and for the purpose of establishing a Municipal Inter-Local Agreement for the purpose of providing certain residents of Linwood with continued sanitary sewerage flow transmission from the 31 residential properties in Linwood listed on the attached Exhibit "A" ("31 Homes") through the Northfield sanitary sewerage system to the Atlantic County Municipal Utilities Association, agree as follows:

- (1) In accordance with the Ordinances adopted by each party pursuant to the Inter-Local Services Act (N.J.S.A. 40:8A-1, et seq.), there is hereby established and created a Municipal Inter-Local Sewerage Agreement between Northfield and Linwood to be known as "2018 Northfield-Linwood Sewerage Agreement"; hereinafter referred to as "Agreement".
- (2) Retroactive to January 1, 2018, Northfield shall bill/invoice a Service Charge to Linwood directly for Linwood's use of Northfield's sewer system to convey the sewerage flow from the 31 Homes. In its discretion, Linwood may recapture/collect payment of the Service Charge from the owners of the 31 Homes generating the flow. It is agreed by the parties to this Agreement that the Service Charge for Linwood's use of Northfield's sewer system shall be: the annual rate set forth in the Code of the City of Northfield, Article X, Section 288-52 (as subsequently amended from time to time)(currently \$360) x 31. The time frame for which the Service Charge will be calculated will be on an annual basis, from January 1st to December 31st of each year. Payment from Linwood to Northfield shall be made in full by Linwood to Northfield on or before April 1st of each year.

If required, the City of Northfield shall submit vouchers to the City of Linwood as required for timely payment by Linwood.

(3) The term of this Agreement shall be from January 1, 2018 to December 31, 2018 ("Term"). The Term of this Agreement shall renew automatically for one year periods on January 1<sup>st</sup> of each subsequent year, unless otherwise agreed in writing by the Parties. Upon the termination of this Agreement, the parties agree that the City of Northfield shall no longer have any obligation to accept the sewerage flow from the 31 Homes. In this event, Linwood accepts and recognizes that it will find an alternate solution for the treatment and disposal of the sewerage flow from the 31 Homes.

Any party hereto may withdraw from the terms of this Agreement provided that said party gives written notice of its intent to withdraw to the other party at least six (6) months in advance, provided, however, that notice of termination in a particular year must be given prior to September 1, of the respective year, since this Agreement may only terminate on December 31, of a particular year, it being the intention of the parties not to permit this Agreement to be terminated other than at the end of a particular year. This right of termination shall be in the sole and absolute discretion of either party, for any, including, but not limited to a determination that the Northfield sewer system lacks capacity or is inadequate to handle the sewerage flow from the 31 Homes.

(4) Linwood, at its own cost and expense shall provide, make and keep in repair all Linwood sewers, systems, connections and equipment. Northfield, at its own cost and expense, shall provide, make, keep in repair all systems, connections and equipment serving or effecting service to Linwood, contained within Northfield. Nothing contained herein shall be construed to impose responsibility upon either party to this agreement to maintain sewers, systems, equipment or connections owned by the other party.

Notwithstanding the above, for purposes of this Agreement, Linwood and Northfield agree that the gravity sewer system between the manhole at the intersection of Gail Avenue and Vernon Avenue and the manhole at the intersection of Carol Road and Gail Avenue is a "common" item that allows for conveyance of flow from Linwood and that any and all repairs and maintenance to this common item shall be performed by Northfield. Prior to completing any repairs or maintenance in the aforesaid sections of the sewer system, the parties, through their respective City Engineers, shall consult and agree in writing on the scope of the needed repairs and/or maintenance and the estimated costs and expenses of same. The cost and expense of said repairs and maintenance shall be paid solely by Linwood within 45 days of the submission of an invoice for same by Northfield to Linwood. Linwood and Northfield further agree that any and all required repairs or maintenance to the manhole at the intersection of Carol Road and Gail Avenue shall be performed by Linwood at Linwood's sole cost and expense. Linwood and Northfield further agree that any and all required repairs or maintenance to the manhole at the intersection of Carol Road and Vernon Avenue shall be performed by Northfield, the cost and expense of which shall be shared equally between the parties. Prior to completing any required repairs or maintenance to the manhole at the intersection of Carol Road and Vernon Avenue, the parties, through their respective City Engineers, shall consult and agree in writing on the scope of the needed repairs and/or maintenance and the estimated costs and expenses of same.

Linwood and Northfield also agree that Northfield may access the Linwood manhole at the intersection of Gail Avenue and Carol Avenue as necessary to operate and maintain the sewer system for Northfield.

Linwood agrees that the only parties permitted to perform work on the Northfield sanitary sewer system are the Northfield public works department or a Northfield approved contractor. Neither Linwood nor any of its designated agents or contractors shall perform any repair or maintenance work on any portion of the Northfield sanitary sewer system.

Except as provided herein, the cost and expense of maintaining and repairing Linwood's sewer system shall be entirely borne by the City of Linwood and the cost and expense of maintaining and repairing Northfield's sewer system shall be entirely borne by the City of Northfield.

- (5) The parties agree to notify each other as promptly as possible of all emergency or other conditions which may directly or indirectly affect the sewer connections or use of the 31 Homes.
- (6) The parties agree to, as promptly as possible, respond to and repair any maintenance issues or damaged sewer lines that could affect the transmission of the sewerage flow from the 31 Homes.
- (7) The parties shall mutually allow duly authorized engineers and inspectors to make inspections of any condition which is causing an emergency or otherwise affecting the transmission of the sewerage flow from the 31 Homes. This inspection shall include the performance of any test which may need to be made.
- (8) Northfield shall not be responsible in damages to Linwood or the owners or residents of the 31 Homes for any failure of its sewer systems as any such failure may affect Linwood or the 31 Homes, or for any interruption of the service furnished hereunder. Northfield shall, upon notice, restore service to the 31 Homes resulting from a failure of the Northfield sewer systems within a reasonable time and the same deference be given to 31 Homes as the restoration of service as is given to Northfield's residents or other customers.
- (9) No officer, official or agent of either party to this Agreement has the power to amend, modify or alter this agreement or waive any of its conditions or to bind either party by making any promise or representation not contained herein. It is recognized, however, insofar as either party modifies any ordinance or rules and regulations applicable, the sewers, or sewer service or usage, this Agreement shall be modified by such ordinances or rules and regulations provided there is no impact upon the spirit and intent of this Agreement. The parties agree that any increase or decrease in the annual fee charged to the users of the Northfield sewer system, currently \$360

per annum, shall also increase or decrease the annual fee charged to Linwood under this Agreement.

- (10) The parties acknowledge and agree that this Agreement shall not change or alter the sewer franchise of either party. The 31 Homes shall remain in the Linwood sewer franchise during the Term of this Agreement.
- (11) Linwood agrees annually to appropriate sufficient monies to provide for the payment due to Northfield for Northfield's acceptance and transmission of the sewerage flow for the 31 Homes as set forth herein. Other than the 31 Homes, Linwood agrees not to allow any other municipality of any kind, or any person, corporation, or organization to discharge their sewage into Linwood's pipes and thereby be transmitted into Northfield's sewage collection system without prior written approval from Northfield. This Agreement is solely for the benefit of the 31 Homes and for no other user(s).
- (12) No assignment or transfer of this Agreement shall he made by either party.
- (13) Linwood and Northfield are both insured through the Municipal Joint Insurance Fund. Each Municipality agrees to indemnify and hold the other harmless from any and all claims and for any liability whatsoever arising from this Agreement. Linwood and Northfield shall maintain workers compensation insurance to cover their respective employees on their payroll.
- (14) A condition to this Agreement becoming effective is the adoption by each party a Resolution authorizing this Agreement and authorizing the Mayor to sign same. Once the Resolutions have been adopted then the effective date of this Agreement shall be January 1, 2018. Each of the aforementioned Resolutions shall identify and incorporate this Agreement by reference and a copy of the Agreement shall be filed with each Municipality's Municipal Clerk and shall be open to public inspection in each Municipality.
- (15) This Agreement contains the entire and only Agreement between the participating Municipalities and no oral statements, representations or prior writing not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way or terminated except by a writing approved and executed by both participating Municipalities.
- (16) The interpretation and validity of this Agreement shall be governed by the laws of the State of New Jersey.
- (17) If any term or provision of this Agreement or the application thereof to any participating Municipality or circumstances, to any extent, shall be invalid or unenforceable, the remainder of this Agreement, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
  - (18) Any notice required to be made under the terms of this Agreement shall

be by certified mail, return receipt requested, to these addresses: City of Northfield Attn: City Clerk 1600 Shore Road Northfield, NJ 08225 Phone: (609) 641-2832 City of Linwood Attn: City Clerk 400 Poplar Avenue Linwood, NJ 08221 Phone: (609) 927-4108 (19)This Agreement may be signed in one or more duplicate original counterparts, each of which shall be an original but all of which together shall constitute one and the same Agreement. IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their respective Mayor and their corporate seals affixed by their respective Municipal Clerks the day and year first above written. Mary Canesi, RMC Erland Chau, Mayor City of Northfield Municipal Clerk

Richard L. DePamphilis, III

City of Linwood

Mayor

Leigh Ann Napoli, RMC

Municipal Clerk

#### EXHIBIT "A"

2273 2275 2277	Burroughs Avenue
1	Lake Drive
2 4 6 8 9 10 12 14 15	Lake Drive
1	Park Road
5	Park Road
1	Gail Avenue
2	Gail Avenue
100	Carol Avenue
101 102 104 105 106 107 108 109 110	Carol Avenue
111	Carol Avenue Carol Avenue
112	Carol Avenue

115 Carol Avenue

#### CITY OF NORTHFIELD, NJ RESOLUTION NO. 184-2018

# A RESOLUTION FOR APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE PROJECT KNOWN AS MA-2019 RECONSTRUCTION OF SHEPHERD DRIVE AND NORTH SHEPHERD DRIVE - 00678

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Northfield formally approves the grant application for the above stated project.

**BE IT FURTHER RESOLVED** that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application identified as MA-2019 Reconstruction of Shepherd Drive and North Shepherd Drive -00678 to the New Jersey Department of Transportation on behalf of the City of Northfield.

**BE IT FURTHER RESOLVED** that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the City of Northfield and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

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 9th day October 2018.

Erland Chau, Mayor
Mary Canesi, RMC, Municipal Clerk

#### CITY OF NORTHFIELD, NJ RESOLUTION NO. 185-2018

#### AUTHORIZING EXECUTION OF CGI AGREEMENT AND ADDENDUM

WHEREAS, the Common Council of the City of Northfield has determined that it is in the best interests of the City of Northfield and its residents to enter into an agreement, as revised, with CGI, for the provision of video related services at no cost to the City of Northfield; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute the agreement and addendum attached hereto as Exhibit "A" with CGI.

I, Mary Canesi, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 9<sup>th</sup> day of October, 2018.

In witness hereof, I have hereunto set my hand and official seal this 9<sup>th</sup> day of October, 2018.

Mary Canesi, RMC, Municipal Clerk

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### 2018

## RESOLUTION NO. 185-2018 - EXHIBIT A AGREEMENT AND ADDENDUM



Name: Erland Chau	
Title: Mayor	
Address: 1600 Shore Road	
City, State, Zip: Northfield, NJ 08225	
Phone: 609-641-2832	
Email: echau@cityofnorthfield.org	
Website: www.cityofnorthfield.org	

Phone: 800.398.3029

Fax: 585.653.7393

This agreement is between CGI Communications, Inc. ("CGI") and the City of Northfield (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the <a href="https://www.cityofnorthfield.org">www.cityofnorthfield.org</a> homepage, including any afternate versions of that homepage.

#### During the term of this Agreement, CGI shall:

- · Produce a total of 4 video chapters with subject matter that includes but is not limited to: Welcome and 3 additional
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to City's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- · Feature business sponsors around the perimeter of video panels
- · Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the <a href="https://www.cityofnorthfield.org">www.cityofnorthfield.org</a> website homepage as follows: "Coming Scon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Scon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- · Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

#### During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- · Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Scon" graphic link prominently on the <u>www.cityofnorthfield.org</u> homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.cityofnorthfield.org homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

The City of Northfield, NJ	CGI Communications, Inc.	
Signature:	Rice Ray	
Name (printed):	Name (printed): Nicole Rongo	
Title:	Title: Vice President of Marketing and Acquisitions	
Date:	Date: October, 1 2018	

### ADDENDUM TO 2018 AGREEMENT BETWEEN CITY OF NORTHFIELD, NJ AND CGI COMMUNICATIONS, INC.

THIS ADDENDUM is made this	day of	, 2018 by and
between the City of Northfield ("City") and	CGI Communica	tions, Inc. ("CGI")

WHEREAS, City and CGI entered or will enter into an Agreement for the 2018 Community Video Program ("Agreement"); and

WHEREAS, through this Addendum, the City and CGI are now desirous of amending the Agreement.

- 1. The following bullet points under the heading in the Agreement entitled "During the term of this Agreement, CGI shall:" are revised as follows:
  - a. 5<sup>th</sup> bullet point revised to reflect that ownership of all still images and photos for video production shall belong to the City of Northfield.
  - b. 7<sup>th</sup> bullet point revised to amend "thirty (30) days" to "forty five (45) days".
  - c. 16<sup>th</sup> bullet point amended to add "for use by businesses in places other than on the City of Northfield's website" at end of bullet point.
- 2. The following bullet points are added under the heading in the Agreement entitled "During the term of this Agreement, CGI shall:":
  - a. Upon 30 day notice from the City, immediately terminate disable from the City's official website or server any and all content associated with CGI's 2018 Community Video Program including but not limited to videos, still photos, advertising, links, hyperlinks, graphic links, streams or material of any kind.
  - b. CGI shall indemnify, save harmless and defend the City, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the City, from and against any and all claims, losses, costs, attorney's fees, damages, injury of any kind, expense claims or demands arising out of this Agreement or any of CGI's agreements with third parties to participate in the 2018 Community Video Program in any way, including all suits or actions of every kind or description brought against the City, either individually or jointly with CGI for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of this Agreement or any of CGI's agreements with third parties to participate in the 2018 Community Video Program in any way,

- or through any negligence or alleged negligence associated with this Agreement or any of CGI's agreements with third parties to participate in the 2018 Community Video Program in any way, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of CGI, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with CGI.
- c. Notwithstanding the indemnification and defense obligations of CGI, CGI shall provide at its own cost and expense proof of the following insurance to the "The City of Northfield": General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars. City of Northfield shall be named as an "Additional Insured". Failure by CGI to supply such written evidence of required insurance and to maintain same for the duration of this Agreement shall result in default of this Agreement and grounds for the immediate cancellation of this Agreement by the City. The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the City. CGI shall take no action to cancel or materially change any of the insurance required under this Agreement without the City's prior approval. maintenance of insurance under this section shall not relieve CGI of any liability greater than the limits or scope of the applicable insurance coverage. CGI shall provide the City with a Certificate of Insurance indicating that the insurance coverage described above has been obtained and that the City has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, CGI shall be required to provide the City with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City as an "Additional Insured" for the duration of this Agreement.
- 3. The following bullet points under the heading in the Agreement entitled "During the term of this Agreement, The City of Northfield shall:" are revised as follows:
  - a. 4<sup>th</sup> bullet point deleted.
  - b. 7th bullet point revised to delete the word "exclusive".
  - c. 8th bullet point deleted in its entirety.

- 4. The following bullet points are added under the heading in the Agreement entitled "During the term of this Agreement, The City of Northfield shall:":
  - a. Have the ability, in its sole and absolute discretion, to cancel this Agreement and/or disable from the City's official website or server any and all content associated with CGI's 2018 Community Video Program including but not limited to videos, still photos, advertising, links, hyperlinks, graphic links, streams or material of any kind.
- 5. This Addendum may be signed in one or more counterparts and/or by email or facsimile.
- 6. To the extent that the terms and conditions of this Addendum are inconsistent with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control. All other terms and conditions of the Agreement are ratified and confirmed.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement the date and year first above appearing.

WITNESS:	The City of Northfield	
	Ву:	
	Erland Chau, Mayor	
	CGI Communications, Inc.	
	By:	
	Nicole Rongo, VP Marketing	

#### CITY OF NORTHFIELD, NJ RESOLUTION NO. 186-2018

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 FOR GOVERNMENT WORKERS UNION LOCALS NO. 410 FOR SUPERVISORY EMPLOYEES, AND NO. 430 FOR WHITE COLLAR EMPLOYEES

WHEREAS, the Common 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 Common 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 two (2) of the bargaining units of the Government Workers Union that represent certain City of Northfield Employees, namely Local No. 410 for Supervisory Employees, and Local No. 430 for White Collar Employees.

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common City Council of Northfield, held this 9<sup>th</sup> day of October, 2018.

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Mary Canesi,	RMC,	Municipal	Clerk

#### CITY OF NORTHFIELD, NJ RESOLUTION NO. 187-2018

# A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHFIELD AND GOVERNMENT WORKERS UNION LOCAL NO. 410, FOR SUPERVISORY WORKERS EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

WHEREAS, the existing Agreement between the City of Northfield, Atlantic County, New Jersey and Government Worker's Union, Local No. 410, for Supervisory Workers, expired December 31, 2017; 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, 2018 through December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Northfield, County of Atlantic and State of New Jersey, that the terms and conditions of an Agreement with the Government Workers Union, Local No. 410, effective January 1, 2018, through December 31, 2020 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 Common Council of the City of Northfield, held this 9<sup>th</sup> day of October, 2018.

 Mary Canesi, RMC, Municipal Clerk

#### CITY OF NORTHFIELD, NJ RESOLUTION NO. 188-2018

# A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHFIELD AND GOVERNMENT WORKERS UNION LOCAL NO. 430, FOR WHITE COLLAR WORKERS EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

WHEREAS, the existing Agreement between the City of Northfield, Atlantic County, New Jersey and Government Worker's Union, Local No. 430, for White Collar Workers, expired December 31, 2017; 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, 2018 through December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Northfield, County of Atlantic and State of New Jersey, that the terms and conditions of an Agreement with the Government Workers Union, Local No. 430, effective January 1, 2018, through December 31, 2020 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 Common Council of the City of Northfield, held this 9<sup>th</sup> day of October, 2018.

Mary Canesi, RMC, Municipal Clerk	