

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
SEPTEMBER 29, 2015**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231

FLAG SALUTE

ROLL CALL: Dewees, Lischin, Murray, O’Neill, Perri, Piergiovanni, Travagline

7PM CERTIFICATES OF ACHIEVEMENT

- Keegan Rothman
- Atlantic Shore Babe Ruth Boys Baseball Team – World Series Champions
- Girls Softball Team – NJ State Champions, Mid-Atlantic Region

APPROVAL OF MINUTES – September 8, 2015

2015 BEST PRACTICES INVENTORY

COMMITTEE REPORTS

MAYOR’S REPORT

CITY ENGINEER’S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 162-2015**

EMPLOYMENT STATUS CHANGE FOR SCHOOL CROSSING GUARD

WHEREAS, City Council approved the appointment of Joan Grist as a Regular Adult School Crossing Guard January 27, 1997 and;

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

WHEREAS, Joan Grist has requested a status change to the position of substitute School Crossing Guard; and

WHEREAS, Acting Captain of Police Steve Steinecke, and Crossing Guard Supervisor Debbie Doherty accepted Mrs. Grist's request, effective September 9, 2015.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Northfield that the change of employment status of Joan Grist from Regular Adult School Crossing Guard to substitute School Crossing Guard, effective Wednesday, September 9, 2015, is hereby approved and ratified.

BE IT FURTHER RESOLVED, that compensation for the Mrs. Grist in her position as substitute School Crossing Guard shall be in accordance with the Crossing Guard Rider Agreement between the City of Northfield and Government Workers Union, Local No. 430.

I, Mary Canesi, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 29th day of September, 2015.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 163-2015**

EMPLOYMENT STATUS CHANGE FOR SCHOOL CROSSING GUARD

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

WHEREAS, substitute School Crossing Guard Adrienne Larson expressed interest; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Northfield that the status change of Adrienne Larson effective September 9th, is hereby approved and ratified.

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

I, Mary Canesi, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 29th day of September, 2015.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 164-2015**

**A RESOLUTION AUTHORIZING THE
ADOPTION OF A FUND BALANCE POLICY**

WHEREAS, the State of New Jersey, Department of Community Affairs had previously implemented the Best Practice Inventory as a way to insure more efficient, transparent and responsible use of taxpayer dollars; and

WHEREAS, since the inception of the Best Practice Inventory, the City of Northfield has made every effort to comply with the standards established by the State resulting in high ratings each year for compliance;

WHEREAS, in the Inventory, establishing a formal Fund Balance Policy is recommended and should be used as a tool when making future financial decisions, and in setting realistic and sustainable goals in support of municipal operations; and

WHEREAS, the Chief Financial Officer has prepared a Fund Balance Policy for the consideration of the Governing Body as follows:

**City of Northfield, Atlantic County NJ
Fund Balance Policy**

To secure and maintain investment grade credit ratings, meet seasonal shortfalls in cash flow, and reduce susceptibility to emergency of unanticipated expenditures or to revenue shortfalls, the City of Northfield will adopt budgets that provide for unreserved undesignated fund balance of not less than five (5%) nor more than ten (10%) of the City's operating budget.

In the event the fund balance is greater than 10% at the end of any fiscal year, the excess may be used in one of or a combination of the following ways:

- One-time expenditures which do not increase recurring operating costs;
- Other one-time costs, or the establishment of or increase in legitimate reservations or designations of fund balance;
- Start-up expenditures for new programs or shared services undertaken during the year.

If at the end of a fiscal year, the fund balance falls below 5%, the Chief Financial Officer shall prepare and submit a plan for expenditure reductions to the Mayor and City Council. The City shall take actions necessary to restore the unreserved, undesignated fund balance to acceptable levels within one year.

THEREFORE BE IT RESOLVED, by the City Council of the City of Northfield, County of Atlantic, that the Fund Balance Policy incorporated herein is hereby adopted.

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 September 2015.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 165-2015**

AUTHORIZING REFUND OF OVERPAYMENT OF TAXES

BE IT RESOLVED by the Council of the City of Northfield, County of Atlantic, State of New Jersey, that refunds for overpaid taxes pursuant to the attached Exhibits A and B are hereby authorized.

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 City Council of Northfield, held this 29th day of September, 2015.

Mary Canesi, RMC, Municipal Clerk

RESOLUTION NO. 165-2015, EXHIBIT A

BLK	LOT	REFUND TO:	REFUND AMOUNT	PROPERTY ADDRESS
95	24	Hutchison, Judith A 1602 Wells Ave Northfield NJ 08225	\$473.64	1602 Wells Avenue
1	2.04	Williams, Daniel & Amy 8 Cedar Springs Dr Northfield NJ 08225	\$2,924.09	8 Cedar Springs Drive
175	15	Adelman, Richard & Susan D 7 Golf View Dr Northfield, NJ 08225	\$185.95	7 Golf View Drive
34	21.08	Lereta, LLC Attn: Refund Department 1123 South Parkview Drive Covina, CA 91724	\$2,321.39	1906 Oak Avenue
10	2	Carmen, Michael & Faith 2302 Raymond Dr Northfield NJ 08225	\$1,235.20	2302 Raymond Drive
23	3	Carmen, Michael & Rone, Faith 423 W Revere Ave Northfield, NJ 08225	\$355.54	423 W. Revere Avenue
67	1.16	Trident Land Transfer 1001 Tilton Road Northfield, NJ 08225	\$894.98	2 Cherrywood Court

RESOLUTION NO. 165-2015, EXHIBIT B

REFUND TO	BLK	LOT	REFUND AMOUNT	PROPERTY ADDRESS
Wells Fargo Real Estate Tax Svc, LLC Attn: Financial Support Unit Region #1 1 Home Campus MAC X 2302-040 Des Moines, IA 50328- 0001	86	9	\$2,343.20	2123 Merritt Drive
	175	77	\$1,340.38	102 Hemsley Place
	47	6	\$17.86	513 Roosevelt
	97	4	\$72.23	1403 Wabash
TOTAL AMOUNT OF REFUND:			\$3,773.67	

REFUND TO	BLK	LOT	REFUND AMOUNT	PROPERTY ADDRESS
CoreLogic Real Estate Tax Service P.O. Box 961250 Fort Worth, TX 76161- 9887	1.02	8	\$3,636.00	10 Dani Drive
	11	6	\$249.23	2131 Steven Drive
	157	56	\$1,294.17	128 E. Revere
	27	24	\$202.37	2421 Shepherd Drive
	30	6.04	\$73.69	2450 Cedarbridge Road
	34	5.01	\$46.78	2025 Zion Road
	33	65.01	\$156.88	1 Jenny Lyn Drive
	95	5	\$123.16	1615 Wells Avenue
	11	20	\$431.80	2205 Grove Road
	117	6	\$118.06	910 First Street
	124	1	\$295.55	24 Roosevelt Avenue
	157	67	\$1,132.01	143 E. Revere
TOTAL AMOUNT OF REFUND:			\$7,759.70	

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 166-2015**

**AUTHORIZING CANCELLATION AND REFUND OF TAXES PURSUANT TO
N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 BLOCK 33 LOT 53, ALSO KNOWN AS
2415 CEDARBRIDGE ROAD**

WHEREAS, it has been brought to the attention of the City of Northfield that there are taxes assessed on Block 33 Lot 53 (2415 Cedarbridge Road) for 2014 which should be cancelled pursuant to N.J.S.A. 54:4-3.30(a); and

WHEREAS, it is the desire of the City to adjust the records of the Tax Collector in accordance therewith, which is the purpose of this resolution; and

WHEREAS, Charles Desantis took title to Block 33 Lot 53 (2415 Cedarbridge Road) on April 23, 2014; and

WHEREAS, Charles Desantis is qualified to receive a permanent and totally disabled veteran's property tax exemption, pursuant to N.J.S.A. 54:4-3.30(b);

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Northfield, County of Atlantic, State of New Jersey, as follows:

The Tax Collector, pursuant to the exemption under N.J.S.A. 54:4-3.30(a), is hereby authorized to cancel taxes on Block 33 Lot 53(2415 Cedarbridge Road) as follows due to the fact that said property is exempt:

<u>YEAR</u>	<u>AMOUNT</u>
2014	\$ 49.78
2015	\$6,013.53

The City Treasurer and other appropriate officials, pursuant to N.J.S.A. 54:4-3.30(b) and N.J.S.A. 54:4-3.32, are hereby authorized to refund taxes on Block 33 Lot 53 (2415 Cedarbridge Road) as follows to: Charles Desantis, 2415 Cedarbridge Road Northfield, NJ 08225:

<u>YEAR</u>	<u>AMOUNT</u>
2014	\$3,901.14

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Meeting of the City Council of Northfield, held this 29th day of September, 2015.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 167-2015**

**APPROVAL OF SPECIFICATIONS AND AUTHORIZATION TO
PROCEED WITH PUBLIC BIDDING FOR GENERAL REPAIRS AND
MAINTENANCE OF SANITARY SEWER FACILITIES**

WHEREAS, the existing contract for the General Repairs and Maintenance of the Sanitary Sewer System will expire on October 8, 2015;

WHEREAS, the cost associated with bidding and contract administration for the General Repairs and Construction of Sanitary Sewer Facilities has been estimated by Engineer Kwapinski to be \$2,500.00; and

WHEREAS, at the direction of the City of Northfield's Municipal Sewer Committee Chairperson, Municipal Engineer Dan Kwapinski, of Schaffer, Nassar, Scheidegg, Consulting Engineers, has prepared the bid specifications and funds are available for this purpose; and

WHEREAS, said specifications have been reviewed by the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Northfield, Atlantic County, New Jersey that the aforesaid specifications are hereby approved and the City Engineer is authorized to proceed with public bidding for this project.

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 September, 2015.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 168-2015**

**RESOLUTION TO APPROVE USE OF FACILITIES APPLICATION AND
WAIVE INSURANCE PROVISION REQUIREMENTS FOR THE 2015
NORTHFIELD MOTHERS' LEAGUE HALLOWEEN PARADE**

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

WHEREAS, the Northfield Mothers' League has properly submitted to the City of Northfield a Use of Facilities Application for the purpose of holding a community Halloween Parade on Sunday, October 25, 2015, at the Major League baseball field at Birch Grove Park; and

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

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

WHEREAS, the Northfield Mothers' League has requested for several reasons including but not limited to cost, the well-being of the residents of the City of Northfield, the level of risk and general necessity, that the City Council waive the requirement that the Northfield Mothers' League provide evidence of general liability insurance for its use of the Major League baseball field on Sunday, October 25, 2015, for the Halloween Parade event.

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that the liability insurance requirement be conditionally waived for the Northfield Mothers' League on Sunday, October 25, 2015, for a Halloween Parade. Prior to the Parade, the Northfield Mothers' League shall execute a hold harmless agreement acceptable to the City of Northfield. This waiver is specifically limited to the Northfield Mothers' League 2015 Halloween Parade and shall not extend to any other user of any facility in the City of Northfield unless otherwise authorized by Resolution of the City Council of the City of Northfield. This waiver is also specifically limited to the requirement regarding the provision of insurance and shall not extend to any other requirement of the City of Northfield which are unaffected by this Resolution

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

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the City Council of Northfield, held this 29th day of September, 2015.

Mary Canesi, RMC, Municipal Clerk

CITY OF NORTHFIELD

Application for Use of Facilities

APPLICANT: Northfield Mothers' League

ADDRESS: _____

ADDRESS: _____

Person Responsible:

Name: Mary Canesi Title: Member

Address: 2521 Herbert Drive, Northfield NJ 08225

Telephone: (H) _____ (C) [REDACTED] (W) _____

The Applicant requests the use of the facilities listed below:

Name and Location of Facility(ies): Major League Field; PA system at the Prohaska Building

For the following purpose: Charitable event - Northfield Mothers' League Halloween Parade

on the following date(s): (State the Purpose) ~~10/30/2015~~ Sunday October 25th

Specify the hours of use: From: 4pm To: 8pm

Number of people to attend: @ 100 Parade is open to all ages; children must be

Will juveniles be present? Yes No If Yes, what ages? accompanied by an adult

If juveniles will be present, the Applicant must submit the names, addresses, and telephone numbers of chaperones prior to the event.

Will alcoholic beverages be served? Yes No If Yes, who will be serving the alcohol?

If Yes, attach a copy of the liquor license and liquor liability policy of insurance.

Attached

Applicant has received a copy of the **City of Northfield Use of Facilities Agreement** and agrees to abide by and comply with the terms of that Agreement.

APPLICANT: Mary Canesi DATE: 9/14/2015
Signature

Note: The City of Northfield has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the City of Northfield the use presents a risk of unreasonable injury to persons or damage to property of the City of Northfield or others.



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**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 169-2015**

**AUTHORIZING PARTICPATION IN THE PREPRATION OF A
STATEWIDE FAIR SHARE ANALYSIS BY WAY OFA MUNICIPAL
SHARED SERVICES DEFENSE AGREEMENT**

WHEREAS, the City of Northfield has filed or anticipates filing a Declaratory Judgment Action in the Superior Court of New Jersey, Atlantic County in furtherance of the Supreme Court's March 10, 2015 decision captioned In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (the "Supreme Court Decision"); and

WHEREAS, Fair Share Housing Center ("FSHC"), through the services of David Kinsey, has prepared what it considers to be the statewide fair share numbers (the "FSHC Numbers") for use by the 15 vicinage Mt. Laurel Judges to calculate a municipality's affordable housing obligation pursuant to the Supreme Court Decision; and

WHEREAS, the City of Northfield desires to participate in the preparation of a statewide fair share analysis to be undertaken by Rutgers, The State University of New Jersey ("Rutgers"), through Dr. Robert W. Burchell, Principal Investigator, and various other experts employed by Rutgers in order to establish a rational and reasonable methodology (the "Burchell Fair Share Analysis") for determination of a municipality's obligation to provide a realistic opportunity through its land use ordinances for its fair share of the region's affordable housing needs in accordance with the Mount Laurel Doctrine as set forth in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Decision") and prior decisions of the Courts of New Jersey, and the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq.; and

WHEREAS, Rutgers, utilizing Dr. Burchell as the Principal Investigator and author has agreed to prepare the Burchell Fair Share Analysis within 90 days of being retained to establish his view of the proper way to determine each municipality's fair share obligation; and

WHEREAS, Dr. Burchell estimates the cost to prepare the initial Burchell Fair Share Analysis will be \$70,000; and

WHEREAS, it is anticipated that there will be a need for Dr. Burchell to analyze any challenges to his conclusions and prepare a rebuttal report to said challenges which is not included in the \$70,000; and

WHEREAS, it is anticipated that if each municipality contributes \$2,000, there will be sufficient monies to pay the cost to prepare the initial Burchell Fair Share Analysis, to analyze any challenges to the Initial Fair Share Analysis and to Prepare A Rebuttal Report given the number of municipalities that have expressed an interest in retaining Burchell; and

WHEREAS, a Municipal Shared Services Defense Agreement (hereinafter MSSDA”), has been prepared (a) so that monies can be collected to enter into an agreement with Rutgers (hereinafter “the Rutgers Agreement”) and so that Burchell, along with various other experts from Rutgers, can perform the tasks described above and (b) so that the rights and responsibilities of each municipality that wishes to sign the agreement to retain Rutgers are defined; and

WHEREAS, the MSSDA provides that the Law Offices of Jeffrey R. Surenian and Associates, LLC (“Surenian”) will serve as the administrative entity to sign the Rutgers agreement on behalf of the municipalities that signed the MSSDA and paid the \$2,000 fee; and

WHEREAS, it is imperative given the time constraints for municipalities that wish to retain Burchell to sign the MSSDA and pay the \$2,000 fee so that Burchell can conduct the necessary analysis; and

WHEREAS, notwithstanding the foregoing, it is possible that the MSSDA may need to be changed as a result of ongoing negotiations with the Rutgers agreement following execution of the MSSDA and the payment of the \$2,000 fee; and

WHEREAS, in such an event, any member that objects to the changes that Rutgers may require shall have the opportunity to relinquish membership in the Municipal Group and to receive back the \$2,000 payment as more specifically set forth in the MSSDA.

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

1. The terms and conditions of the MSSDA attached hereto are hereby approved, ratified and confirmed.
2. The amount of \$2,000 is hereby authorized to be expended by the City of Northfield for Rutgers through Dr. Robert Burchell, Principal Investigator to prepare the Burchell Fair Share Analysis.
3. A certification of funds authorizing the aforesaid expenditure has been signed by the Chief Financial Officer of the City of Northfield and is appended hereto.

4. The Mayor of the City of Northfield be and is hereby authorized to execute the aforesaid MSSDA to memorialize the participation of the City of Northfield in the preparation of the Burchell Fair Share Analysis and to take any and all actions reasonably required to effectuate said Agreement.
5. The City of Northfield hereby authorizes Jeffrey R. Surenian, Esq. to execute on behalf of the City of Northfield the Research Agreement with Rutgers to initiate and complete Burchell Fair Share Analysis and to do such other actions to effectuate the purposes of said Research Agreement.
6. If further changes to the MSSDA are needed as a result of finalizing the Rutgers Agreement, within ten (10) days of notification by Surenian of the changes, the City of Northfield will inform Surenian if it objects to the changes and wishes to withdraw from the Municipal Group and obtain a refund of the \$2000 it paid.
7. This Resolution shall take effect immediately.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the City Council of Northfield, held this 29th day of September, 2015.

Mary Canesi, RMC, Municipal Clerk

MUNICIPAL SHARED SERVICES DEFENSE AGREEMENT

This Agreement is made as of this ___ day of _____, 2015, between and among the Members (the "Members") of the Municipal Group (collectively, the "MG"), whose representatives have executed this Shared Services Defense Agreement ("Agreement"). A list of the Members is attached hereto as Appendix A. In consultation with their legal advisors, the Members of the MG are considering, have or will file a Declaratory Judgment Action in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Decision") or may otherwise be engaged in litigation (hereinafter referred to as "Litigation") for a Judgment of Compliance and Repose and, among other forms of relief, a determination of the municipality's obligation to provide a realistic opportunity for its fair share of the region's affordable housing needs in accordance with the Mount Laurel Doctrine as set forth in the Decision and prior decisions of the Courts of New Jersey, and the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq. (Collectively referred to as "Housing Obligations")

WHEREAS, the Members wish to cooperate collectively to obtain information regarding the development of Housing Obligations that may be used in planning and in the Litigation and to enter into an agreement with Rutgers, The State University of New Jersey for that purpose

NOW, THEREFORE, in consideration of the agreements and obligations listed below, the Members hereby agree as follows:

1. Purpose.

The purpose of this Agreement is to control the manner and the means by which the Members:

(a) participate in this Agreement;

(b) collectively retain Rutgers, the State University of New Jersey ("Rutgers"), which employs Dr. Robert Burchell and various other Rutgers experts with whom he will work (hereinafter collectively "Burchell");

(c) collectively work with Burchell to conduct an analysis and report (hereinafter "Burchell Report") of the housing need for each region and the allocation of that need to the individual municipalities in the region;

(d) may elect, at the exclusive expense of any Member or group of Members, to rely upon and present Burchell as a witness in the Litigation, including for any mediation, Alternative Dispute Resolution or other proceeding involving a determination of a Member's Affordable Housing Obligation;

(e) raise funds to pay for activities authorized by the MG ("Shared Costs") as described herein at Section 5 hereof; and

(f) engage in such other activities related to and in accordance with the purposes of this Agreement.

Nothing in this Agreement limits the right of any Member to take such action as deemed necessary to protect its own interests, or to present its own analysis of its Housing Obligation and rely upon credits, vacant land analysis adjustments, and such other factors and/or crediting mechanisms that may be necessary and appropriate to properly adjust its Housing Obligation.

2. Meetings.

Upon remitting the initial \$2,000 payment set forth in paragraph 5 and execution of this Agreement, each member of the MG shall provide Surenian with the email address of counsel to whom all notices under this Agreement shall be provided if it has not done so heretofore (hereinafter “designated counsel”). In the event the municipality fails to supply the name of the designated counsel, the municipal attorney shall serve as the designated counsel unless the municipality informs Surenian at JRS@Surenian.com that it wishes another attorney to serve as designated counsel and Surenian confirms receipt of that request. Upon 5 calendar days notice by email to designated counsel, meetings of the MG shall be conducted with Counsel for Members to determine actions to be taken by and on behalf of the MG in furtherance of their common interests in the Litigation. All meetings shall be scheduled, to the extent reasonably possible at Rutgers University so that the greatest number of available counsel for Members may participate. In the event of such a meeting, each municipality shall have one vote and a majority of those present may take action on behalf of the MG

3. Retention of Burchell.

a. The administrative retention of Burchell through a Research Agreement with Rutgers to conduct an analysis of Housing Obligations shall be made by Jeffrey R. Surenian and Associates, LLC (“Surenian”) on behalf of the MG. Surenian shall monitor and track the progress of Dr. Burchell and shall confer with the MG as to the development of his analysis and report and other issues; provided, however, that nothing herein contained shall mean that Surenian is acting as legal counsel to the Members unless a Member has specifically authorized same by separate action

b. In the absence or unavailability of Surenian, Jonathan E. Drill, Esq. (“Drill”) shall serve in this capacity and in such other of Surenian’s capacities as provided by this Agreement; provided, however, that nothing herein contained shall mean that Drill is acting as legal counsel to the Members unless a Member has specifically authorized same by separate action.

c. To fulfill the responsibilities set forth in this paragraph, Surenian or Drill, as the case may be, except as is otherwise precluded under Paragraph 15 of this Agreement (i) shall pass on to Burchell any written communications forwarded to them by designated counsel as Burchell prepares his draft report (ii) shall furnish the MG a draft of the report prepared by Burchell for their input; (iii) shall furnish Burchell the comments on the draft report of the MG for his consideration; and (iv) shall furnish each Member the final Burchell Report. Members shall hold Surenian and Drill harmless for performing the tasks set forth in this agreement.

d. To facilitate the administration of this agreement, all materials shall be submitted to Surenian or Drill, as the case may be, electronically, and Surenian or Drill, as the case may be, shall be free to furnish all submissions referenced herein electronically.

4. Authorization to Sign.

Surenian for Jeffrey R. Surenian and Associates is hereby authorized and directed to sign the Research Agreement with Rutgers on behalf of the Members.

5. Shared Costs.

a. All assessments for Shared Costs shall be solely to pay Rutgers for Burchell. Each Member shall be responsible for its per capita share and shall pay a \$2,000 no later than June 30, 2015.

- b. It is anticipated that said fee shall suffice (i) to pay \$70,000 to prepare the Burchell Report, (ii) to pay for Burchell to analyze challenges to his report and (iii) to pay for the preparation of a rebuttal report to said challenges.
- c. If the collection of this \$2,000 fee is insufficient to cover these costs, each Member shall pay an additional fee to cover said costs on a per capita basis.
- d. If the aggregate fees collected exceed the costs for the aforementioned activities, each member of the MG shall be entitled to a per capita rebate of the remaining monies.
- e. This \$2,000 fee is nonrefundable unless the sum of the \$2,000 fees collected exceed the cost of the tasks listed in this paragraph in which case each Member who contributed shall receive a per capita rebate.
- f. A prerequisite to becoming a member is (a) the execution of this agreement, and (b) the payment of this \$2,000 fee.

6. Expenses Not Covered By This Agreement.

This Agreement is just for the cost to perform the services set forth in paragraph 5. Each member of the MG shall be responsible for any other expenses they may incur and the responsibility to pay those expenses shall not be the responsibility of the MG. Each Member shall be free to seek to retain Burchell individually to serve as an expert in its case and shall be responsible individually for the expenses associated with Burchell serving as the municipality's expert witness at a rate of \$231 per hour to be paid to Rutgers pursuant to a separately negotiated agreement with terms and conditions acceptable to Rutgers.

7. Liaison Counsel or Committee.

The MG may select one or more counsel to coordinate with Surenian and Burchell to consult on the preparation and dissemination of the Burchell analysis and/or report, manage the collection and maintaining of funds, payment of invoices, and such other actions as may be necessary to effectuate the purposes of this agreement. The Members shall not be responsible for payment of the fees for Surenian or any counsel; each counsel will be paid by their respective client or clients.

8. Holding of Funds.

The MG hereby authorizes Surenian to hold all Shared Cost monies collected in connection with this Agreement in escrow in the Attorney Trust Account of Jeffrey R. Surenian and Associates, LLC. Surenian is authorized to disburse such funds as they are received from the Members of the MG in accordance with the terms of this Agreement and the engagement contract between Surenian, on behalf of the MG, and Rutgers.

9. Confidentiality and Use of Information.

(a) From time to time, Members or their counsel, and/or Burchell and/or other consultants or experts, including those independently retained by any Member may elect to disclose or transmit to each other such information as the Members may deem appropriate for the purpose of developing any common issues, claims, defenses, legal positions or other matters relating to the Litigation and for coordinating such other activities as may be necessary to carry out the purposes of this Agreement ("Shared Information"). Shared Information may include documents and information that are protected by attorney-client privilege, attorney work product doctrine, or other privilege or protection (hereinafter "Protected Materials"). The Members agree that any

sharing of Protected Materials among the Members and their counsel pursuant to this Agreement is not intended to and shall not constitute a waiver of any privilege or protection that otherwise would apply to the Protected Materials.

(b) Each Member agrees that all Shared Information, other than that described in Section (e) below, shall be held in strict confidence by the receiving Member, and by all persons to whom such confidential documents and information are revealed by the receiving Member, and that such documents and information shall be used by the receiving Member and any other receiving party only in connection with issues, claims, defenses, legal positions or other matters relating to the Litigation and for conducting such other activities as may be necessary to carry out the purposes of this Agreement. The Members intend by this Section to protect from disclosure all information and documents shared by any Members with each other and Burchell and other consultants or experts of individual members of the MG to the greatest extent permitted by law, regardless of whether the sharing occurred before execution of this Agreement and regardless of whether any writing or document is marked "Confidential."

(c) Sharing of Protected Materials between a Member and its governing body, zoning and/or planning boards, housing agency or other municipal board, agency or entity charged with zoning, planning or housing, pursuant to attorney-client privileged communications, shall not constitute a violation of the terms of this Agreement and by the acceptance of such Protected Material those recipients shall be bound by the terms of this Paragraph 9 to the extent applicable. Nothing in this Agreement shall preclude any Member from providing Shared Information with any independent expert or consultant that it has retained, who shall be bound by these same confidentiality terms.

(d) No Member shall provide any Shared Information, including but not limited to any communications with Burchell or any draft reports from Burchell with any counsel, planner, engineer or other professional consultant (collectively "Professional Consultants") to that Member if said Professional Consultant also represents any builder or developer who is currently engaged in exclusionary zoning litigation or is contemplating initiating exclusionary zoning litigation or the New Jersey Builder's Association or similar or related entities. To facilitate the implementation of this provision term, the expert or consultant with whom the designated attorney may consult shall be required to sign a statement or acknowledgment to that effect in the form attached hereto as Appendix B.

(e) The confidentiality obligations of the Members shall continue in full force and effect without regard to whether: (i) this Agreement is terminated, or (ii) any action arising out of the MG is terminated by final judgment or settlement; provided however, that the provisions of this Section shall not apply to information that is now, or hereafter becomes, public knowledge without violation of this Agreement, or which is sought and obtained from a Member pursuant to applicable discovery procedures and not otherwise protected from disclosure.

(f) The terms of this Section 9 shall survive the termination of this Agreement or the withdrawal of any Member.

10. Communications.

All communications shall be through designated counsel and no member may contact Burchell directly, but must communicate through their designated counsel to Surenian or Drill as the case may be pursuant to paragraph 3. Any communication to Surenian or Drill from anyone other than designated counsel shall not be considered.

11. Common Interest.

As the Members have a common interest in the development of a uniform approach to certain aspects of the Litigation by engaging Burchell, each Member agrees that if any Member withdraws from MG and this Agreement, or elects not to rely upon any report or testimony of Burchell, that Member agrees that it shall raise no objection at trial or in any other proceeding to the continued presentation by any other Member of any report or testimony of Burchell, on the basis of the relationship that has been created between such Member and Burchell or under the terms of this Agreement. The terms of this Section shall survive the termination of this Agreement or the withdrawal of any Member.

12. No Adoptive Admission:

No Member shall be bound by any findings or conclusions of any report by Burchell until such time as the Burchell or such other common expert's report has been approved by such Member and is formally adopted by the Member within the Litigation. The terms of this Section shall survive the termination of this Agreement or the withdrawal of any Member.

13. New Members.

Any municipality that wishes to become a Member subsequent to the effective date of this Agreement may do so only by (a) signing this agreement, (b) paying the initial \$2,000 fee referenced in paragraph 2. a. and (c) paying *ab initio* any additional assessments which such Member would have been obligated to pay,.

14. Denial of Admissions.

This Agreement shall not constitute, nor be interpreted, construed or used as evidence of, (a) any admission of responsibility, obligation, law or fact, or the failure of any Member to have met its Housing Obligation (b) a waiver of any right, defense, theory or position, or (c) an estoppel against any Member by Members as among themselves or by any other person not a Member; provided, however, that this Agreement can be used to enforce its terms..

15. Conflict of Interest.

If the firm of the attorney representing the municipality also represents (i) the New Jersey Builder's Association; (ii) a developer seeking a builder's remedy or is presently contemplating bringing a builder's remedy action, the municipality may become part of this consortium subject to the following limitations. Said attorney shall not (i) be made privy to any of the information presented to Dr. Burchell; (ii) have the right to make submissions to Dr. Burchell; and (iii) be entitled to attend any meetings with Dr. Burchell or the MG. Nothing in this paragraph is intended nor shall be interpreted to waive the Rules of Professional Conduct and/or the Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et seq.)

16. Effective Date.

This Agreement shall not be effective for any individual Member until that municipality (a) executes this agreement and furnishes the executed agreement to Surenian and (b) pays Surenian of the \$2,000 payment referenced in paragraph 5 for deposit in the Attorney Trust Account of Surenian so that the bills of Rutgers may be paid.

17. Subsequent Agreement.

a. The Members may hereafter agree to engage in activities in addition to those set forth in Sections l(b) through l(f) hereof. Any such agreement, and any communications with respect thereto or in connection therewith, shall be protected under and pursuant to Section 9 hereof. Any such agreement shall be binding only upon the signatories thereto.

b. Since the Agreement between Rutgers and the MG has not yet been consummated, there is a possibility that changes to this agreement may be necessary. In such an event, Surenian shall notify designated counsel of how this agreement will change in which case, designated counsel will have ten business days to rescind membership of his or her client in which case the Member shall be entitled to a rebate.

18. Termination.

This Agreement shall terminate upon the execution of a writing signed by all Members which have not withdrawn from, been removed from, or otherwise ceased to participate in this Agreement.

19. Applicable Law.

This Agreement shall be interpreted under the laws of the State of New Jersey.

20. Severability.

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

21. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but collectively shall constitute but one and the same document provided that each Member receives a copy of signature page(s) signed by all other Members. Signatures sent electronically shall be deemed to be originals.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

**Signature Page to
Municipal Shared Services Defense Agreement
[MUNICIPALITY], _____ County, New Jersey**

ATTEST:

[MUNICIPALITY]

, Township Clerk

By: _____

Date: _____

Appendix A
Signatory Parties

Appendix B

Agreement to Maintain Confidentiality: Attorney-Client/Attorney Work Product

The undersigned has been retained by [MUNICIPALITY] as a consultant and/or expert with regard to litigation pending in the Superior Court of _____ County, entitled _____ . I acknowledge that certain information and documentation will be provided to me by counsel for [MUNICIPALITY] which shall be subject to the Attorney-Client privilege and/or the Attorney Work Product Doctrine, (“Protected Materials”) and such other available privileges. I understand and agree that such Protected Materials shall be held in strict confidence by me and by all persons to who work with me in developing my opinions, reports and providing testimony in this matter and shall not be disclosed to any other person or party.

Signed _____

Date _____

**CITY OF NORTHFIELD , NJ
RESOLUTION NO. 170-2015**

**AMENDING MUNICIPAL SHARED SERVICES DEFENSE
AGREEMENT**

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

WHEREAS, the MSSDA identified Dr. Robert Burchell, a distinguished professor at Rutgers University, as the expert to be retained; and

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

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

WHEREAS, the MSSDA requires modification to allow the members to retain one or more alternative experts, consultants and/or other professionals for the Litigation; and

WHEREAS, an Amendment to the MSSDA (“Amendment”) has been prepared to effectuate the modification; an

WHEREAS, the City of Northfield recognizes that the Litigation requires immediate action and may require further expedited actions by its counsel determined to be necessary and appropriate; and

WHEREAS, the City of Northfield has determined that it is in the best interests of the citizens of the City of Northfield to approve the Amendment, and/or to affirm and ratify the Amendment, and to authorize their designated counsel to take actions on behalf of the municipality with regard to the multiplicity of issues raised and associated with the continued implementation of the MSSDA;

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

1. The terms and conditions of the Amendment to MSSDA attached hereto are hereby approved, and/or ratified and confirmed.
2. The Mayor and City Clerk, be and are hereby authorized to execute the aforesaid Amendment.
3. The City of Northfield hereby authorizes Jeffrey R. Surenian, Esq., to execute an agreement on behalf of the City of Northfield with Econsult Solutions, Inc.

The City of Northfield hereby authorizes Jeffrey R. Surenian, Esq., to execute on behalf of the City of Northfield with the approval of the City of Northfield's designated counsel such other agreement(s) as are advisable to effectuate the purposes of the MSSDA as amended.

4. The City of Northfield further authorizes its designated counsel to approve such other changes to the MSSDA as may be necessary to effectuate its purposes, and to take action on behalf of the municipality with regard to the multiplicity of issues raised and associated with the implementation of the MSSDA provided that the action will not require the municipality to appropriate and commit any additional funding for the MSSDA.

In the event such changes and actions require the municipality to appropriate and commit any additional funding for the MSSDA, City of Northfield shall only be responsible for such funding if it authorizes same.

5. If additional monies are needed to effectuate the intent and purpose of the MSSDA, no such services shall be authorized by designated counsel without further action from the City of Northfield.
6. This Resolution shall take effect immediately.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the City Council of Northfield, held this 29th day of September, 2015.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 171-2015**

**AMENDING RESOLUTION 74-2015, RECOGNIZING
NORTHFIELD VOLUNTEER FIRE COMPANY MEMBERS**

IT IS HEREBY RESOLVED that Resolution 74-2015 be amended by the Council of the City of Northfield, County of Atlantic, State of New Jersey, to include the addition of Bradley Foltz, effective September 18, 2015, and the resignation of Derrick Sickler as of May 5, 2015.

BE IT FURTHER RESOLVED THAT following persons are the present members of the Northfield Volunteer Fire Company for the year ending December 31, 2015:

Badger, Cindy
Brenner, John III
Carey, Louis
Chau, Erland
Cummings, Bruce
Cummings, Bruce Jr.
Cummings, Jason
Eggie, Eustace
Flaherty, Brian
Foltz, Bradley
Goodman, Scott
Hackett, Edward
Hickey, Daniel
Jackson, Timothy
Joo, Timothy
Kisby, Frederick
Leeds, Robert
Lichtenberger, Lee
Martinelli, Henry
Morey, Donald Michael
Morey, Kevin
Morey, Thomas
Oldis, Ryan
Ordille, John
Pedano, Gregory
Pendlebury, John
Pepok, Martin
Scalise, Nicholas
Shenkus, Eric
Sullivan, John III

Swartz, Robert
Trench, Chris
Wallace, Michael
Weierbach Sr., Michael

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 September, 2015.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 172-2015**

**A RESOLUTION RECOGNIZING FAMILY ASSOCIATION OF
NORTHFIELD VOLUNTEER FOOTBALL AND CHEERLEADING
COACHES FOR 2015**

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 Volunteer Coaches of Family Association of Northfield for the 2015 football and cheerleading season and are hereby approved, ratified and confirmed:

Varsity Football: Junior Varsity Football:

Joe Russo	Jason Beretta
Cliff Murray	Kevin Milhous
Mike Tierney	Bryant Campbell
Rob Rodriguez	Joe Masseri
Frank Procaccini	Tom Mozitis
Steve Kintish	John Sheeran

Pee wee Football: Taxi Football:

Jim Travagline	Dan Kallen
Dan Kwapinski	Mark Bruno
Bill Hickman	Chris Kennedy
Anthony Buccafurni	Bill Gillingham
Brent Bean	Mike Sher
Joe Bonczek	Craig Blum
Geoff Haines	Keith Burke

Varsity Cheer: Junior Varsity Cheer:

Debra Albuquerque	Amy Hughes
Lisa Taggart	Lisa Carlton
Michelle Callaghan	Michelle Scanlon

Pee Wee Cheer: Taxi Cheer:

Amber Barretta	Lisa Carlton
Belinda Notaro	Jennifer Santori

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 September, 2015.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 173-2015**

**A RESOLUTION AUTHORIZING THE PUBLIC AUCTION OF
ABANDONED/UNCLAIMED VEHICLES**

WHEREAS, the City of Northfield throughout the year 2015 has possession of vehicles not needed for purposes by the Municipality; and

WHEREAS, the Governing Body of the City of Northfield is desirous of selling said vehicles at various public auctions, open public sale throughout the year to the highest bidder, subject to the limitation set forth herein; and

WHEREAS, all vehicles being offered for sale will be offered for sale "as is", without any representation or warranties on behalf of said Municipality as to its condition.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Northfield that the Northfield Police Department will expose for public auction and set the minimum bid price in accordance with NJSA 39:10A-, NJSA 40A: 11-36, and other applicable statutes; and

BE IT FURTHER RESOLVED that the Municipal Clerk is authorized to set appropriate dates and times for any and all future auctions in 2015, and said Municipal Clerk advertise the vehicles for sale along with the minimum bid.

I, Mary Canesi, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 29th day of September, 2015.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 174 -2015**

**REJECTING PROPOSALS FOR EMERGENCY MEDICAL SERVICES
FOR THE CITY OF NORTHFIELD**

WHEREAS, in accordance with the terms of Resolution No. 133-2015, the City of Linwood did advertise for and receive proposals for Emergency Medical Services for the City of Northfield; and

WHEREAS, proposals were received by the Linwood Municipal Clerk on Tuesday, August 4, 2015 at 11:00am; and

WHEREAS, proposals were submitted by Millville Rescue Squad, Inc., and TriCare Medical Transportation; and

WHEREAS, the proposals submitted have been reviewed by the City of Northfield Emergency Medical Services Committee and it has been determined that both proposals far exceed the funds available for these services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield, that the proposals submitted August 4, 2015 for Emergency Medical Services be and are here hereby rejected because the proposals far exceed available funds.

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 September, 2015.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 175-2015**

**A RESOLUTION PROCLAIMING OCTOBER 10, 2015 AS PUT THE
BRAKES ON FATALITIES DAY**

WHEREAS, October 10, 2015, has been declared Put the Brakes on Fatalities Day® by the Northfield Police Department and the City of Northfield, NJ:

WHEREAS, Across the nation, traffic crashes caused approximately 32,675(est.) fatalities in 2014, and are the leading cause of death for young people ages 15 to 34; and,

WHEREAS, Alcohol-related crashes accounted for 27.0 percent of the State's traffic fatalities, while 26 percent of all fatal crashes involved traveling at unsafe speeds; and,

WHEREAS, Motorcyclists, bicycle riders and pedestrians face increased risks on New Jersey's roadways, as people opt for alternative modes of transportation; and,

WHEREAS, 60 motorcyclists, 11 bicyclists and 170 pedestrians were killed in New Jersey in traffic related crashes in 2015; and,

WHEREAS, Safer driving behaviors such as buckling up, every ride; obeying posted speed limits; stopping for pedestrians in crosswalks and using crosswalks when walking; avoiding aggressive driving behaviors; never driving impaired; wearing proper safety gear while riding a motorcycle or bicycle; and, focusing solely on driving by avoiding distractions, can dramatically reduce the number of traffic-related injuries and deaths;

NOW, THEREFORE, the Council of the City of Northfield, NJ, does hereby proclaim October 10, 2015, Put the Brakes on Fatalities Day®, and call upon everyone to put these lifesaving behaviors into practice to improve safety on the roadways in our community and throughout the State.

I, Mary Canesi, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 29th day of September, 2015.

Mary Canesi, RMC, Municipal Clerk